

TENDER NOTICE
Services of evaluation
of the ROMED Programme

2015/AO/72

Services	Evaluation services
Project	ROMED Programme
Organisation	COUNCIL OF EUROPE Directorate General of Democracy Support Team of the Special Representative of the Secretary General for Roma issues
Type of contract	Service contract
Duration	Six months. Services shall be provided by 15 July 2016
Estimated starting date	25 January 2016
Issuance date	16 December 2015
Deadline for applications	17 January 2016

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The GENERAL CONDITIONS and SPECIAL CONDITIONS contain the legal provisions which will be applicable between the Council of Europe and the selected Service Provider(s).

PART V – ACT OF ENGAGEMENT (See document attached)

The ACT OF ENGAGEMENT is the document formalising the consent of the Parties to be bound by the provisions of the General and Special Conditions.

TABLE OF FEES – Appendix to the Act of Engagement

The table of fees list the applicable fee per deliverable.

HOW TO SUBMIT A TENDER

STEP 1: READ THE TENDER FILE

STEP 2: COMPLETE THE ACT OF ENGAGEMENT AND COLLECT THE REQUIRED SUPPORTING DOCUMENTS, AS LISTED IN ARTICLE 6 OF THE ACT OF ENGAGEMENT

STEP 3: SEND YOUR TENDER, IN ACCORDANCE WITH ARTICLES 7.2 AND 7.3 OF THE TENDER RULES

PART I – TECHNICAL SPECIFICATIONS

Services of evaluation of the ROMED Programme

2015/AO/72

I. BACKGROUND AND CONTEXT

The evaluation will cover ROMED Programme, sampling from its two phases of implementation: *ROMED1 – focusing on mediators* and *ROMED2 – focusing on the process of mediation*.

ROMED1 aimed to improve the capacity of the intercultural mediators working in the Roma communities, by addressing the quality and effectiveness of their work with a view to supporting better communication and cooperation between Roma and public institutions (schools / healthcare providers / employment offices and municipal social services). Being – in its essence – an *educational programme*, ROMED1 had a consistent pedagogical contribution to a profession which has various interpretations and methodologies. ROMED1 built a pedagogical package which harmonizes the approaches on the intercultural mediation applied to the field of Roma.

ROMED1 was launched in January 2011, following the *Strasbourg Declaration on Roma*, adopted during a high level meeting of the Council of Europe member States on the 20th of October 2010. Moreover, upon signature of the Declaration between the Secretary General of the Council of Europe and the Commissioner for Education of the European Commission, on the 6th of July 2011, ROMED became a joint Council of Europe / European Commission Programme. The value added by the Programme has been illustrated - at national level – among the fields of action targeted by the National Roma Integration Strategies and – at European level – through the issuing of the *Recommendation CM/Rec(2012)9 of the Committee of Ministers to member States on mediation as an effective tool for promoting respect for human rights and social inclusion of Roma*.

Up to the last reporting benchmark of ROMED1, of March 2014, a number of 1354 mediators have been trained in intercultural mediation for the Roma in various locations of 23 countries: Albania, Belgium, Bosnia and Herzegovina, Bulgaria, Czech Republic, France, Germany, Greece, Hungary, Italy, Lithuania, Portugal, Republic of Moldova, Romania, Russian Federation, Serbia, Slovak Republic, Spain, Switzerland (City of Geneva), United Kingdom, “the Former Yugoslav Republic of Macedonia”, Turkey, Ukraine, and Kosovo¹. ROMED1 is ongoing in countries like Bosnia and Herzegovina, Lithuania, “the Former Yugoslav Republic of Macedonia” and Ukraine and is in stage of inception in Ireland, Republic of Moldova and Sweden (See ROMED1 Programme File).

ROMED2 phase started in April 2013, based on the contract agreement between the Council of Europe and the European Commission – DG EAC. The concept of ROMED2 arose with the aim of going deeper into action in those places where mediators have been trained under ROMED1 and where it was estimated a bigger probability of achieving change through the democratic participation of Roma. *ROMED2 uses processes of mediation, principles of good governance and requires community organising as a means of sparking up a fair process for Roma citizens*. In ROMED2, participation is both a means and a goal for citizen-centred services, meaning that the participatory process in itself is an empowering and learning activity for the Roma and the local administrations involved. The rights-based approach and the

¹ This designation is without prejudice to positions on status, and is in line with UNSC 1244 and ICJ Opinion on Kosovo Declaration of Independence

empowerment of the Roma promoted in ROMED2 are the means through which Roma people can gain access to their rights.

Up to date, ROMED2 has been actively running in 11 countries: Bosnia and Herzegovina, Bulgaria, Germany, Greece, Hungary, Italy, Portugal, Romania, Slovak Republic, “the Former Yugoslav Republic of Macedonia” and Ukraine, the Programme being launched also in Belgium but implementation pending (See ROMED2 Programme File).

In the same way in which ROMED2 was developed to respond to a need identified during the implementation of ROMED1, by shifting the focus from the mediator towards the process of mediation between the Roma communities and the public administration, at its turn, ROMED2 prepared the ground for a deeper intervention at the public administration level in the framework of ROMACT Programme. **ROMACT**, implemented in a similar joint manner by the Council of Europe and the European Commission – DG Employment, is promoting further the cooperation between the Roma communities and the public authorities, through mutual working strategies, shared ownership and commitment to an open dialogue. *ROMACT provides support to local administration to implement inclusive good governance practices and sustainable plans of development, linking them to relevant resources, including better access to and use of EU funds.* ROMACT is implemented presently in 6 countries (Bulgaria, Greece, Hungary, Italy, Romania and the Slovak Republic) which followed the ROMED2 programme process, building on its progress and enforcing its results.

II. TERMS OF REFERENCE FOR THE EVALUATION OF ROMED PROGRAMME

A. EVALUATION PURPOSE

The purpose of this evaluation process is to assess the impact of ROMED Programme’s approach, in order to support the implementation Unit in reviewing relevant lines of intervention and adjusting Programme’s activities, for an optimal impact on the target groups.

Furthermore, the evaluation report will contribute to the orientation and development of Council of Europe and European Commission’s activities in the field of Roma inclusion in general and of its Joint Programmes in particular.

B. EVALUATION SPECIFIC OBJECTIVES

The focus of this evaluation’s objectives is set within the following parameters:

- To assess the effectiveness of ROMED1 and ROMED2 respectively in contributing to the situation improvement of the targeted groups, in the framework of priorities and methods set by the Programme;
- To analyse the impact of the Programme on policies and practices at local, national and European level, in particular as regards education and training ;
- To identify lessons that the Council of Europe and the European Commission, as well as other stakeholders of the Programme should learn from its implementation;

C. EVALUATION QUESTIONS

The evaluation should aim to address the following questions: please note that the following list can be discussed with the evaluation team and may be developed / expanded

- ***How effective were the training sessions implemented under ROMED 1 in improving mediation activities?*** E.g.: What are the existing framework conditions of employment of the

mediators trained - e.g. remuneration, employer, employment status) and how did these change (if the case)? What has been the impact of ROMED1 pedagogical tools and methods on the professional capacity of Roma mediators to perform in the field? Which elements of the ROMED1 curricula had been the most relevant for the type of work performed? Has the training and period of practice as a whole provided relevant skills and context for the employability of the mediators? What were the external and internal factors that contributed to greater effectiveness?

- ***What are the internal and external factors in the mediation approach applied by ROMED 1 that contribute to effectiveness and sustainability of results and what are the key bottlenecks?*** E.g.: Impact of institutionalization of mediation vs informal and short term interventions on the effectiveness of mediation activities (remuneration, support structures etc.); Explore further the manner in which ROMED1 could develop and support the relevant needs of the Roma mediation concept at local, national and European level etc.; Any advantages of Council of Europe - ROMED certification for the mediator's employability as well as for his/her work effectiveness at local level? Which narratives of Roma individual and community empowerment can be highlighted from the implementation of ROMED1 etc.
- ***How effective and efficient is ROMED 2 in improving the capacity of Roma communities to cooperate with the local public authorities, by following the process proposed by the Programme?*** E.g.: How do you assess the relevance and usefulness of the ROMED2 curricula elements applied by facilitators at community level; Specific Programme methods that make the ROMED2 process effective at local level: elements that ensure the effectiveness of Community Action Group (CAG) and of the CAG – local authorities Joint Meetings? etc.;
- ***How effective has been the ROMED 1 and 2 in stimulating change in the targeted Roma communities and what have been the key bottlenecks?*** E.g.: What concrete results can be reported in communities where ROMED 2 is present? Are there any new projects under preparation as a result of cooperation? Size the results of community intervention under ROMED2 reflected in the planning process of local authorities? Level of community transformation achieved by the Programme so far; which are the factors that hinder progress? Which are the practical elements applied up to the present date that can ensure the sustainability of the approach? What concrete impact of ROMED2 intervention can be observed at community and local level, including access to public services; Examine Programme's policy impact approach vs grassroots intervention etc.
- ***How is the principle of gender equality and participation of (Roma) women reflected in the implementation of ROMED1 and ROMED2?*** E.g.: Extent to which women were active in the Programme at different levels and stages of implementation – estimated gender balance; Extent in which the issues faced by the Roma women are addressed by the Programme's activities – beneficiaries of mediation, membership and specific initiatives of the Community Action Groups? etc.
- ***To what extent have ROMED 1 and ROMED2 succeeded in making an impact at national and European level?*** E.g.: Explore the inclusion of Roma mediators (ROMED1) and community mediation approaches (ROMED2) in national strategies and development plans; Levels and manners of Programme acknowledgement by national administrations as well as by European institutions; Estimate the role played by the Council of Europe and the European Commission ownership on the impact of the Programme etc.
- ***How did the implementation of ROMED Programme ensure complementarities and generate synergies with other programmes and stakeholders, at local, national and European level?*** E.g.: with other Joint Programmes implemented by the Council of Europe and the European Commission in the field of Roma inclusion, in particular ROMACT).

- *How efficient has the Programme been from the perspective of allocated financial and human resources vs. results achieved? How was the aim to establish close and efficient synergies with ROMACT reconciled with the need to maintain a clear distinction between the resources of the two programmes?*
- *What overall lessons can the management team of the Programme, the Council of Europe and European Commission learn from the implementation of ROMED1 and ROMED2 so far? (E.g. normative and causal lessons learned from the experience of the Programme, recommendations for sustaining and valorising results achieved, improving the effectiveness of the programme etc.)*

D. METHODOLOGICAL APPROACH

1. Evaluation process stakeholders

An Evaluation Reference Group will be established by the Council of Europe for the purpose of this Contract.

The Evaluation Reference Group will be composed of members of ROMED Programme Team, the Council of Europe's Directorate of Internal Oversight and **the Evaluator to be contracted through the current call for tenders**, the European Commission (DG EAC) representatives and an expert to be identified by the Council of Europe and the European Commission's representatives.

To facilitate the work of the Evaluator, an indicative minimum list of relevant stakeholders for the evaluation process will be provided see In addition, the Evaluator should involve other stakeholders with a view to establishing a balanced representation of internal and external stakeholders (staff members, partner donors, staff of executing or other relevant agencies, subject beneficiaries, National Roma Contact points, educational experts, local external experts who have been active in the localities through other projects, national experts that can assess the contribution of ROMED in the overall Roma policy of the countries concerned, EU-level NGO networks active in Roma policy, representatives of municipalities, local communities, local schools and school mediators etc).

2. Evaluation phases

- Inception Phase** – This phase refers to a period of desk study implying the *review of relevant documents and sources of information* provided and to be further identified on the topic of the Evaluation Contract. During this period the *content of the field interviews* and surveys will be elaborated and the necessary *arrangements (logistics and appointments)* for the planned field research will be made.
- Data Collection Phase** – This is a phase involving activities carried in the targeted locations: *field visits in project locations, collecting relevant data and documents, conducting interviews, surveys, meetings with relevant stakeholders* etc. This field phase will serve to complete the data collection in the areas in which information gaps have been identified in the Inception Phase and for checking the viability of the available information for better triangulation of previous findings. Moreover, less visible aspects related to context and political and institutional processes relevant to the Programme will be identified.
- Reporting Phase** – After the evaluation team will analyse the collected data, a *draft report* will be prepared to be discussed with the Contracting party from the Council of Europe. This will allow for the submittal of an interim report before March 31st, 2016 so as to allow for the preparation of the successor programme to ROMED in 2016. The feedback received shall regard the relationship between the findings, conclusions and recommendations, as well as the relevance, usefulness and

implementability of the recommendations. A *meeting* with the Evaluation Reference Group should be organized to discuss the findings of the report and relevant inputs could be incorporated in the *Final Evaluation Report* as differing views.

3. Methodological tools (to be revised according to the final list of evaluation questions)

The evaluation will use the methods listed below which should answer the proposed evaluation questions. Any revision to the methodological tools proposed by the Terms of Reference should be discussed with the Contracting party and the Evaluation Reference Group.

a. Document Review:

The Evaluator will carry out a document review at the beginning of the Contract, both from the package provided by the Council of Europe as well as further identified as relevant for the subject. The following documents will be particularly assessed:

- (i) ROMED1 and ROMED2 Programmes documentation;
- (ii) Relevant documentation of the Council of Europe, European Commission and other European bodies on the subject (reports, recommendations etc.);
- (iii) The Member States' National Roma Inclusion Strategies and any such Plans, Country Reports and other organizations' reports on the subject;
- (iv) Documentation of the National Programme teams;
- (v) Previous monitoring and evaluation reports etc.
- (vi) Other existing evaluations on mediation programmes.

b. Semi-Structured Interviews and surveys:

Semi-structured interviews and surveys will be carried out with different relevant stakeholders (indicative names and contacts will be provided):

- (i) The ROMED Programme management team members in Strasbourg;
- (ii) The Council of Europe experts who have been working in the Programme (trainers, expert consultants etc.) supporting the process of developing and implementing the Programme approach;
- (iii) The relevant European Commission representatives of the Joint Partnership;
- (iv) Field staff of the Programme;
- (v) Roma mediators;
- (vi) Roma and non-Roma representatives of targeted local communities;
- (vii) Representatives of relevant entities in the field: teachers, school directors, medical personnel, mayors, local public servants;
- (viii) Representatives at national level in each targeted country: relevant ministries and directorates, National Roma Contact Points, CAHROM representatives and other governmental and non-governmental organizations active in the field;

c. Case Studies

- (i) Samples from the aforesaid seven countries are planned to be studied in depth in the form of case studies with the purpose of collecting evidence for further revision and development of the Programme, however, these should not be the only basis for evaluation. The sample of case studies will be selected during the inception phase of the evaluation. The Evaluator will carry out field missions to the sample locations in order to conduct semi-structured interviews, surveys (and potentially focus group discussions) with key individuals / stakeholders.
- (ii) The case studies will be of exploratory nature, describing contexts and implementation mechanisms and assessing the changes and impact that occurred, further detailing what may be important to be explored in similar situations. The case studies will look into the different phases of the Programme and its relationship with the context and provide information about reasons for success, challenges and drawbacks. The case studies should be representative and include both more and less successful cases, with their respective contexts and conditionalities, in order to provide a comprehensive picture.
- (iii) The sample case locations will be decided in cooperation with the Evaluation Reference Group based on the likelihood of the case to provide valuable insights and offer an opportunity for learning about the approach employed and its comparative advantages.

The *lessons learned* from the case studies will feed into the process of formulating the recommendations of the Evaluation report.

The evaluation report should include a list of *recommendations* regarding the orientation and further development of the Programme, based on findings and lessons learned. The recommendations should also include, where appropriate, indications on additional tools to be used for more effective / meaningful Programme impact.

E. EXPECTED DELIVERABLES

The deliverables that the Evaluator will be accountable for producing are:

- a. Inception report** - An inception report should be prepared by the Evaluator before going into the full-fledged data collection exercise. It should detail the Evaluator's understanding of what is being evaluated and why, showing how each evaluation question will be answered by way of: proposed methods, proposed sources of data and data collection procedures. The inception report should include a proposed schedule of tasks, activities and deliverables. The inception report provides the Programme unit and the Evaluator with an opportunity to verify that they share the same understanding about the evaluation and clarify any misunderstanding at the outset. The Inception Report shall be submitted to the Evaluation Reference Group and discussed in a joint meeting to be decided upon.
- b. Interim Report:** The interim report should contain horizontal preliminary findings of the evaluation and draft case studies, drawn up on the basis of literature review, semi-structured interviews, surveys and field visits. The interim report shall be submitted to the Evaluation Reference Group for comments before delivery to the Commission.
- c. Draft Evaluation Report** – The draft evaluation report should contain horizontal findings, a short country assessment for each of the seven countries covered and the final case studies. The

Evaluation Reference Group will review the draft evaluation report to ensure that the evaluation meets the required quality criteria.

- d. *Final Evaluation Report*** – The Final Evaluation Report shall respect the Quality Assurance Checklist reproduced in Appendix I to the present Technical Specifications. It shall be discussed in a joint meeting with the Evaluation Reference Group and should include the following elements:
- i. Executive Summary
 - ii. Introduction
 1. Description of the object of evaluation
 2. Purpose of the evaluation
 3. Evaluation methodology
 4. Challenges encountered during the evaluation
 - iii. Findings
 1. Horizontal findings related to evaluation questions
 2. Country assessments for the seven countries covered, including overall conclusions and recommendations for each country
 - iv. Conclusions and lessons learned
 - v. Recommendations
 - vi. Appendixes (including the case studies, the lists of people interviewed and of documents reviewed, formats and content of semi-structured interviews etc.)
- e. *Final Synthesis Evaluation Report*** – A Final Synthesis Evaluation Report should be prepared based on the Final Evaluation Report and by taking into account the inputs received during the joint meetings with the Evaluation Reference Group.

F. EVALUATION LOCATIONS AND LOGISTICAL ARRANGEMENTS

The targeted locations for the evaluation have been selected on the basis of ensuring coverage in terms of EU member, enlargement and neighbouring countries, density of Roma population, different stages of ROMED process and official / institutional commitment on the Programme.

Therefore, the evaluation is to be undertaken in seven (7) Programme countries: Romania, Bulgaria, Slovakia, Portugal, FYROM, Ukraine and Hungary. An indicative list of targeted locations / focus areas at country level will be provided to the Evaluator, subject to the approval of the Evaluation Reference Group in the inception phase of the evaluation process.

The Evaluator will be responsible to make their own arrangements for the field visits and appointments with relevant stakeholders. The national Programme teams and the local facilitator or mediator could be asked to facilitate the organisation of field visits and appointments, if deemed necessary by the Evaluator.

G. TIMEFRAME FOR THE EVALUATION PROCESS

The evaluation process is set for a period of 6 months after the signature of the contract, as follows:

Deliverables and other key-steps	Deadline
Desk study – documentation review, finalizing methodologies	15 February 2016
Submitting the Inception report	27 February 2016
1 st Joint meeting of the Evaluator with the Evaluation Reference Group	First half of March 2016
Field work – Evaluation missions	March April 2016
Draft Case Studies	
Interim Report	30 April 2016
Draft Evaluation Report	15 May 2016
2 nd Joint meeting of the Evaluator with the Evaluation Reference Group	First half of June 2016
Final Evaluation Report	30 June 2016
Final Synthesis Evaluation Report	15 July 2016

H. BUDGET AND PAYMENTS

The budget of the Evaluation is **set at maximum 94000 €**. A Financial Proposal should be submitted together with the Evaluation Proposal (See PART V, Appendix to the Act of Engagement).

I. FEES AND INVOICING PLAN

The lump-sum indicated in the financial offer of the Evaluator shall include the Evaluator's remuneration and all expenses for the services described above, including for example, travel, board and lodging, communication expenses and potential interpretation costs.

As specified above, the Council of Europe will cover travel and subsistence expenses for meetings with the Evaluation Reference Group and for one travel journey and respective subsistence expenses to and from each of the countries under evaluation, for a maximum of 2 persons. The payment/reimbursement of these expenses will be based on the Council of Europe's rules concerning the reimbursement of travel and subsistence expenses to experts (See, in particular, PART IV, Article 11 of the Special Conditions).

J. APPENDIX AND RESOURCES

1. Appendix

Quality Assurance Checklist for the Final Evaluation Report

2. Some Informational Resources

The following documents are available on the website of the ROMED Programme

- ROMED1 Programme File : <http://romed.coe-romact.org/sites/default/files/leaflets/ROMED1%20-%20ENGLISH.pdf>
- ROMED2 Programme File : <http://coe-romact.org/sites/default/files/leaflets/ROMED2%20-%20ENGLISH.pdf>
- Council of Europe ROMED Web Page: <http://romed.coe-romact.org/>
- Recommendation CM/Rec(2012)9 of the Committee of Ministers to member States on mediation as an effective tool for promoting respect for human rights and social inclusion of Roma: <http://romed.coe-romact.org/sites/default/files/leaflets/Recommendation%20CM-Red%20%282012%299%20FRA%20EN.pdf>
- ROMED1 European Code of Ethics of the Roma Mediator: <http://coe-romact.org/sites/default/files/leaflets/code%20ethicEN.pdf>
- Liegeois, Jean-Pierre, (2013), *Developments in mediation, current challenges and the role of ROMED (Training programme for Roma mediators)*, Council of Europe Publishing, Strasbourg: <http://coe-romact.org/sites/default/files/leaflets/Developments%20and%20challenges%20in%20Mediation%20ENG.pdf>
- Video documentary of the ROMED1 Congress of Mediators (to be provided by CoE): <http://romed.coe-romact.org/romed1>

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Appendix: Quality Assurance Checklist for Final Evaluation Report

1. Report Structure

- a. The report is well structured, logical, clear, concise and complete.
- b. The report is logically structured with clarity and coherence, based on the guidelines provided and according to the proposed structure.
- c. The title page and opening pages provide key basic information:
 - Name of the evaluation object;
 - Timeframe of the evaluation and date of the report;
 - Locations (country, region, etc.) of the evaluation object;
 - Names and/or organizations of evaluators;
 - Name of the organization commissioning the evaluation;
 - Table of contents which also lists Tables, Graphs, Figures and Appendixes;
 - List of acronyms.
- d. The Executive Summary is a stand-alone section that includes:
 - Overview of the evaluation;
 - Evaluation objectives and purpose of use;
 - Evaluation methodology;
 - Most important findings and conclusions;
 - Main recommendations.
- e. Appendixes may include, inter alia:
 - The agreed proposal of evaluation implementation;
 - List of stakeholders / persons interviewed and sites visited;
 - List of documents consulted;
 - More details on the methodology, such as data collection instruments, including details of their reliability and validity;
 - Evaluator's related information and justification of team composition;
 - Evaluation matrix;
 - Results framework.

2. Object of Evaluation

- a. The report presents a clear and full description of the 'object' of the evaluation.
- b. The expected results chain (inputs, outputs and outcomes) of the evaluation are clearly described.
- c. The context of key social, political, economic, demographic, and institutional factors that have a direct bearing on the object of the evaluation is properly described.
- d. The scale and complexity of the object of the evaluation are clearly described.
- e. Key stakeholders involved in the Programme implementation and their roles.
- f. Implementation status of the Programme and implications for the evaluation.

3. Evaluation Purpose and Objectives

- a. Evaluation purpose and objectives are fully explained.
- b. The purpose of the evaluation is clearly defined, including why the evaluation was needed at that point in time, who and why needs the information and how the information will be used.
- c. Evaluation questions are described and justify what the evaluation did and did not cover.
- d. The report describes and provides an explanation of the chosen evaluation criteria, performance standards, or other criteria used by the Evaluator.

4. Evaluation Methodology

- a. The report presents transparent description of the methodology applied to the evaluation that clearly explains how the evaluation was specifically designed to address the evaluation criteria, to obtain answers to the evaluation questions and achieve evaluation purposes.
- b. The report describes the data collection methods and analysis, the rationale for selecting them, and their limitations. Reference indicators and benchmarks are included where relevant.
- c. The report describes the data sources, the rationale for their selection, and their limitations. Moreover, the report should include information on how the mix of data sources was used to obtain a diversity of perspectives, ensure data accuracy (triangulation) and overcome data limits.
- d. The report describes the sampling frame – area and population / stakeholders to be represented, rationale for selection, numbers selected out of potential subjects, and limitations of the sample.
- e. The evaluation report gives a complete description of stakeholder’s consultation process in the evaluation, including the rationale for selecting the particular level and activities for consultation.
- f. The methods employed are appropriate for the evaluation and to answer its questions.
- g. The evaluation approach and data collection and analysis methods are gender equality and human rights responsive and appropriate.
- h. The report presents evidence that adequate measures were taken to ensure data quality, including evidence supporting the reliability and validity of data collection tools (e.g. interview protocols, observation tools, etc.)

5. Findings

- a. The findings respond directly to the evaluation criteria and questions detailed in the purpose and objectives section of the report and are based on evidence derived from data collection and analysis methods described in the methodology section of the report.
- b. Reported findings reflect systematic and appropriate analysis and interpretation of the data.
- c. Reported findings address the evaluation criteria and questions defined in the Terms of Reference.
- d. Findings are objectively reported based on the evidence.
- e. Gaps and limitations in the data and/or unanticipated findings are reported and discussed.
- f. Reasons for accomplishments and failures, especially continuing constraints, were identified as much as possible.
- g. Overall findings are presented with clarity, logic, and coherence.

6. Conclusions

- h. Conclusions present reasonable judgments based on findings and substantiated by evidence, and provide insights pertinent to the object and purpose of the evaluation.
- i. The conclusions reflect reasonable evaluative judgments relating to key evaluation questions.
- j. Conclusions are well substantiated by the evidence presented and are logically connected to evaluation findings.
- k. Stated conclusions provide insights into the identification and/or solutions of important problems or issues pertinent to the prospective decisions and actions of evaluation users.
- l. Conclusions present strengths and weaknesses of the Programme evaluated, based on the evidence presented and taking due account of the views of a diverse cross-section of stakeholders.

7. Lessons learnt

The Lessons learned are to be informed by the general findings of the evaluation and from the Case Study samples analyzed. The Case Studies should be included as Appendix to the section. The Lessons learned described by the report should be:

- a. Specific and relevant to the topic of the evaluation.
- b. Clearly linked to specific findings.
- c. Tied to clearly identified external factors.
- d. Replicable in the organizational context.

8. Recommendations

- a. Recommendations are relevant to the object and purposes of the evaluation, are supported by evidence and conclusions, and were developed with the involvement of relevant stakeholders.
- b. The report describes the process followed in developing the recommendations including consultation with stakeholders.
- c. Recommendations are firmly based on evidence and conclusions.
- d. Recommendations are relevant to the object and purposes of the evaluation.
- e. Recommendations clearly identify the target group for each recommendation.
- f. Recommendations are clearly stated with priorities for action made clear.
- g. Recommendations are actionable and reflect an understanding of the commissioning organization and potential constraints to follow-up.
- h. Recommendations are supplemented with suggested modalities of implementation and opportunities for improvement.

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PART II – TENDER RULES

Services of evaluation of the ROMED Programme

2015/AO/72

ARTICLE 1 – IDENTIFICATION OF THE CONTRACTING AUTHORITY

1.1 Name and address

COUNCIL OF EUROPE

Directorate General of Democracy

Support Team of the Special Representative of the Secretary General for Roma issues

Avenue de l'Europe

F – 67075 STRASBOURG Cedex

<http://hub.coe.int>

1.2 Background

The activities of the Organisation are governed by its Statute. These activities concern the promotion of human rights, democracy and the rule of law. The Organisation has its seat in Strasbourg and has set up external offices in about 20 member and non-member states (in Ankara, Baku, Belgrade, Brussels, Bucharest, Chisinau, Erevan, Geneva, Kyiv, Lisbon, Moscow, Paris, Podgorica, Pristina, Rabat, Sarajevo, Skopje, Tbilisi, Tirana, Tunis, Warsaw, Venice and Vienna).

Contracts, framework contracts and framework agreements awarded by the Council of Europe are governed by the Financial Regulations of the Organisation and by Rule 1333 of 29 June 2011 on the procurement procedures of the Council of Europe.

The Organisation enjoys privileges and immunities provided for in the General Agreement on Privileges and Immunities of the Council of Europe, and its Protocols, and the Special Agreement relating to the Seat of the Council of Europe.²

The purpose of this call is to contract with a service provider (Evaluator) providing services of evaluation for the ROMED Programme.

Further details on the project are provided for in the Technical Specifications.

ARTICLE 2 – OBJECT AND SCOPE OF THE TENDERING PROCEDURE

This tendering procedure is an international public call for tenders. It aims at concluding a contract with **one Service Provider**, provided that he/she satisfies the exclusion and eligibility criteria and has submitted compliant and satisfactory tenders.

The scope of the tendering procedure is described in the Technical Specifications.

² Available on the website of the Council of Europe Treaty Office: www.conventions.coe.int

ARTICLE 3 – PLACE OF PERFORMANCE

Unless national legislations prescribe otherwise, deliverables will be considered as performed in the country where the Service Provider is established.

ARTICLE 4 – VALIDITY OF THE TENDERS

Tenders are valid for 120 calendar days as from the closing date for their submission.

ARTICLE 5 – DURATION OF THE CONTRACT

The duration of the contract is set out in Article 3 of the Act of Engagement.

ARTICLE 6 – LEGAL FORM OF TENDERERS

Legal persons, whatever their form, are accepted, excepted consortia.

ARTICLE 7 – MODALITIES OF THE TENDERING

7.1 Content of the tender file

The tender file is composed of:

- Part I. Technical specifications.
- Part II. Tender rules;
- Part III. General conditions – intellectual services;
- Part IV. Special conditions;
- Part V. Act of engagement.

7.2 How to send tenders

Tenders must be sent to the Council of Europe in the form of:

- **1 electronic/scanned copy** to be sent **only** to the following address cdm@coe.int. Tenders submitted to another e-mail account will be excluded from the procedure;

AND

- **1 paper hardcopy in A4 format (21x29,7 cm) by post**, as specified below. Tenders submitted to another address will be excluded from the procedure.

Tenders shall be submitted in a sealed envelope. The first sealed envelope shall be placed inside a second envelope addressed to the Tenders Board, showing the file reference number and object, as follows:

COUNCIL OF EUROPE For the attention of the Tenders Board ROMED Evaluation – 2015/AO/72 B.P. 7 F – 67075 STRASBOURG Cedex France

Tenderers are requested to indicate their names and address on the outside envelope for identification purposes.

7.3 Deadline for submission of tenders

The deadline for the submission of tenders is **17 January 2016 as evidenced by the postmark**, or by the receipt of the dispatch provided by the dispatching company.

7.4 Language of the tenders

Tenders shall be submitted in English.

ARTICLE 8 – ASSESSMENT OF THE TENDERS

8.1. EXCLUSION CRITERIA

Tenderers shall be excluded from participating in the tender procedure if they:

- have been sentenced by final judgment on one or more of the following charges: participation in a criminal organisation, corruption, fraud, money laundering;
- are in a situation of bankruptcy, liquidation, termination of activity, insolvency or arrangement with creditors or any like situation arising from a procedure of the same kind, or are subject to a procedure of the same kind;
- have received a judgment with *res judicata* force, finding an offence that affects their professional integrity or serious professional misconduct;
- do not comply with their obligations as regards payment of social security contributions, taxes and dues, according to the statutory provisions of their country of incorporation, establishment or residence.

DOCUMENTS TO BE PROVIDED

- **Two completed and signed copies** of the Act of Engagement, through which tenderers declare that they are not in any of the above-mentioned situations (See Act of Engagement – Article 5).

The Council of Europe reserves the right to ask tenderers, at a later stage, to supply the following supporting documents:

- An extract from the record of convictions or failing that an equivalent document issued by the competent judicial or administrative authority of the country of incorporation, indicating that the first three above listed requirements are met;
- A certificate issued by the competent authority of the country of incorporation indicating that the fourth requirement is met.

8.2 ELIGIBILITY CRITERIA

Tenderers shall demonstrate that they fulfil the following criteria:

- 2 years of practical experience in evaluation principles, methodology and good practice, including qualitative and quantitative methods;
- 2 years of experience in designing, managing and leading evaluations in the context of international cooperation;
- Proven expertise in issues related to the fields of social inclusion (ideally related to work on Roma issues) minorities and/or city governance/management and local democracy;
- Experience in evaluating international cooperation initiatives in the Council of Europe’s geographical area;
- Previous experience in working with international organisations;
- Independence and absence of a conflict of interest by not having been in any way involved in any stage of ROMED programme design, implementation, monitoring etc.

DOCUMENTS TO BE PROVIDED

Tenderers shall submit in this regard:

- A brief description of previous assignments carried out in the subject areas covered by the contract, indicating the objectives, summary of activities undertaken, amount, date and recipient;
- At least 3 (three) final reports of comparable evaluations recently carried out;
- Contact details of references expected to support claims of knowledge, skills and experience;
- Registration documents and a brief profile description (preferably not longer than one A4 page), including the description of the nature of business, field of expertise, licenses, certifications, accreditations.

8.3 AWARD CRITERIA

Only the tenders of tenderers who have passed the exclusion and eligibility tests will be assessed against the following award criteria:

- Technical proposal (90%):
 - Demonstrated understanding of the needs of the assignment; (30%)
 - Adequacy of the work plan with the technical specifications; (40%)
 - Qualifications and experience of the persons entrusted with the execution of the contract by the Service Provider, including advanced university degree in a relevant field (social sciences, political sciences, etc.), consistency of their experience with the eligibility criteria and knowledge of languages of countries covered by the evaluation (Bulgarian, Hungarian, Macedonian, Portuguese, Slovak and Ukrainian) and Romani. (20%)
- Financial proposal (10%), as indicated in the Appendix of the Act of Engagement.

DOCUMENTS TO BE PROVIDED

All tenders shall include in this regard:

- A **technical proposal**, including:
 - CV(s) of person(s) in charge of the execution of the contract. Please note that bidders are invited to submit anonymous CV's;
 - Evaluation Plan and Approach (preferably between 10 and 30 pages), including:
 - A detailed methodology to be implemented, demonstrating the degree of understanding of the assignment;
 - An explanation of the risk and assumptions affecting the execution of the contract;
 - A completed Timetable of activities (based in the timeframe indicated in the Technical Specifications, including schedule, sequence and duration of proposed activities including the timing of major milestones in the execution of the contract.
 - In case of an evaluation team, describe also the roles and responsibilities of each evaluator; demonstrate convincingly that they have the ability to undertake evaluations and evaluation-related assignments in a context comparable to that of the Council of Europe;
- The **table of fees**, duly completed (See Appendix to the Act of Engagement). Tenders proposing **at least one** fee above the exclusion level indicated in the Table of fees will be **entirely and automatically** excluded from the tender procedure.

ARTICLE 9 – INVOICING PLAN

In accordance with Article 7 of the Special Conditions, deliverables can be invoiced separately.

ARTICLE 10 – SUPPLEMENTARY INFORMATION

General information can be found on the website of the Council of Europe: <http://romed.coe-romact.org/>

Other questions regarding this specific tendering procedure shall be sent at the latest one week before the deadline for the submission of tenders, in English, and shall be exclusively sent to the following address: romed@coe.int.

Answers should then be published within 2 working days, on the CoE call for tenders' webpage.

ARTICLE 11 – CHANGE, ALTERATION AND MODIFICATION OF THE TENDER FILE

Any change in the format, or any alteration or modification of the original tender will cause the immediate rejection of the tender concerned.

* * *

PART III – GENERAL CONDITIONS – INTELLECTUAL SERVICES

ARTICLE 1 – LEGAL STATUS OF THE COUNCIL OF EUROPE AND OF THE SERVICE PROVIDER

- a) Pursuant, *inter alia*, to the Statute of the Council of Europe and to the General Agreement on Privileges and Immunities of the Council of Europe, the Council of Europe has legal personality. The Council of Europe enjoys such privileges and immunities as are necessary for the fulfilment of its functions. Nothing in the Contract shall be interpreted as a waiver of the Privileges and Immunities of the Council of Europe;
- b) The Service Provider's personnel or any person acting on its behalf shall, while on the premises of the Council of Europe, comply with the Council of Europe Rules and those generally applicable relating to safety, public security and order³ as well as other rules indicated in the Special conditions;⁴
- c) The Service Provider guarantees that its personnel or any person acting on its behalf fully respect the terms of the Contract;
- d) The Service Provider shall have the legal status of an independent service provider *vis-à-vis* the Council of Europe, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect to be employees or agents of the other Party and each Party shall be solely responsible for all claims arising out of or relating to its relationship with such persons or entities.

ARTICLE 2 – APPLICATION OF THE GENERAL CONDITIONS

The provisions of these General Conditions shall apply to all contracts for the supply of intellectual services entered into by the Council of Europe. They may, however, be supplemented or modified by special conditions.

ARTICLE 3 – PRECEDENCE CLAUSE

Any general purchasing terms and conditions of the Service Provider shall never prevail over these General conditions. Any provision proffered by the Service Provider in its documents (general conditions or correspondence) conflicting with the clauses of these General Conditions shall be deemed void, except for any clauses which may be more favourable to the Council.

ARTICLE 4 – DEFINITIONS AND INTERPRETATION

For the purposes of these General Conditions:

- a) "Contract" shall mean the present General Conditions as well as any other documents mentioned as contractual documents in the Act of Engagement;
- b) "Council" shall mean the Council of Europe;
- c) "Service Provider" shall mean the legal or physical person selected by the Council for the provision of intellectual services;

³ Rule No. 1292 of 3 September 2010 on the protection of human dignity at the Council of Europe; Rule 1294 of 7 May 2010 on managing alcohol-related risks on Council of Europe premises; Rule No. 1267 of 20 January 2007 prohibiting smoking inside all Council of Europe buildings.

⁴ Another regulation that may be included in respect of texts for publications is Instruction No. 33 of 1 June 1994 on the use of non-sexist language at the Council of Europe.

d) References to any gender include both genders. References to a person include any physical or legal persons.

ARTICLE 5 – INTELLECTUAL PROPERTY RIGHTS

a) The Service Provider shall assign all intellectual property rights⁵ over the deliverables as described in the technical specifications to the Council on an exclusive basis and without any temporal and geographical limitations. Such rights shall include in particular the right to use, reproduce, represent, publish, adapt, translate and distribute – or to have used, reproduced, represented, published, adapted, translated and distributed - in any language, in any form and on any kind of support, including on a CD-ROM or the internet, the deliverables, or any part thereof. The Council reserves the right to exercise the above-mentioned rights for any purpose falling within its activities.

b) The Council may, on prior application by the Service Provider, authorise the Service Provider to use the deliverables. When giving the Service Provider such authorisation, the Council will inform the Service Provider of any conditions to which such use may be subject.

c) The Service Provider guarantees that use by the Council of the deliverables supplied under the contract will not infringe the rights of third parties. In the event of any dispute or litigation involving an alleged violation of a third party's intellectual property rights, the Service Provider shall at his own cost endeavour so far as is possible to settle the dispute or litigation and shall, if requested by the Council and for so long as that request is not revoked, be responsible for conducting the defence in respect of all proceedings. However, under no circumstances may the Service Provider institute judicial proceedings in the name of the Council. The Service Provider shall keep the Council fully informed of the progress of such dispute or litigation and shall bear all expenses, costs and compensation payable to any third party pursuant to a court order, arbitration award or negotiated settlement. In the event that any claim by a third party relating to the alleged violation of its intellectual property rights results in the Council suffering damage or loss, the Council shall be entitled to full compensation from the Service Provider for such damage or loss.

ARTICLE 6 – WARRANTIES

The Service Provider guarantees that the deliverables conform to the technical specifications.

ARTICLE 7 – LOYALTY OF THE SERVICE PROVIDER

In the performance of the present contract, the Service Provider will not seek or accept instructions from any government or any authority external to the Council. The Service Provider undertakes to comply with the Council's directives for the completion of the work, to observe absolute discretion regarding all service matters and to refrain from any word or act that may be construed as committing the Council.

ARTICLE 8 – CONFIDENTIALITY

The Service Provider shall observe the utmost discretion in all matters concerning the contract, and particularly any service matters or data that have been or are to be recorded that come to the Service Provider's attention in the performance of the contract. Unless obliged to do so under the terms of the contract, or expressly authorised to do so by the Secretary General of the Council of Europe, the Service Provider shall refrain at all times from communicating to any person, legal entity, government or authority external to the Council any information which has not been made public and which has come to the Service Provider's notice as a result of dealings with the Council. Nor shall the Service Provider seek to gain private benefit from such information. Neither the expiry of the contract nor its termination by the Council shall lift these obligations.

⁵ The term « intellectual property law » refers to both copyright law which protects roughly speaking literary, artistic and scientific work and industrial property rights law which protects roughly speaking inventions. Industrial property includes *inter alia* patents, trademarks, service marks, names and designations.

ARTICLE 9 – DISCLOSURE OF THE TERMS OF THE CONTRACT

- a) The Service Provider is informed and gives an authorisation of disclosure of all relevant terms of the contract, including identity and price, for the purposes of internal and external audit and to the Committee of Ministers and to the Parliamentary Assembly of the Council with a view to these latter discharging their statutory functions, as well as for the purpose of meeting the publication and transparency requirements of the Council of Europe or its donors. The Service Provider authorises the publication, in any form and medium, including the websites of the Council of Europe or its donors, of the title of the contract/projects, the nature and purpose of the contract/projects, name and locality of the Service Provider and amount of the contract/project.
- b) Whenever appropriate, specific confidentiality measures shall be taken by the Council to preserve the vital interests of the Service Provider.

ARTICLE 10 – USE OF THE COUNCIL OF EUROPE'S NAME

The Service Provider shall not use the Council's name, or logo or the European emblem without prior authorisation of the Secretary General of the Council of Europe.

ARTICLE 11 – FISCAL OBLIGATIONS OF THE SERVICE PROVIDER

The Service Provider undertakes to observe any applicable law and to comply with his fiscal obligations in conformity with the legislation of the Service Provider's country of fiscal residence, in submitting an invoice to the Council in conformity with the applicable legislation, or a request of payment in the case of Service providers who are not subject to VAT.

ARTICLE 12 – PRICE/FEE

The prices/fees shall be stated in euros.

ARTICLE 13 – AMENDMENTS TO THE CONTRACT

The provisions of the contract cannot be modified without the written agreement of both parties.

ARTICLE 14 – CHANGES IN THE SERVICE PROVIDER'S SITUATION OR STANDING

- a) The Service Provider shall inform the Council without delay of any changes in his address or legal domicile or in the address or legal domicile of the person who may represent him.
- b) The Service Provider shall inform also inform the Council without delay:
- i. if he becomes insolvent, the subject of insolvency proceedings, goes into liquidation, ceases trading or finds himself in any similar situation under the laws of the country in which he is domiciled;
 - ii. if he becomes the subject of a request for the opening of insolvency proceedings, (or himself makes such a request) or of any similar proceedings under the laws of the country in which he is domiciled;
 - iii. if he is convicted of an offence that puts his professional reliability in question;
 - iv. if he is involved in a merger, takeover or change of ownership or there is a change in his legal status;
 - v. where the Service Provider is a consortium or similar entity, if there is a change in membership or partnership.
 - vi. if he is sentenced by final judgment on one or more of the following charges: participation in a criminal organisation, corruption, fraud, money laundering;

- vii. if he is in a situation of bankruptcy, liquidation, termination of activity, insolvency or arrangement with creditors or any like situation arising from a procedure of the same kind, or is not subject to a procedure of the same kind;
- viii. if he has received a judgment with res judicata force, finding an offence that affects his professional integrity or serious professional misconduct;
- ix. does not comply with his obligations as regards payment of social security contributions, taxes and dues, according to the statutory provisions of my country of legal domicile;

ARTICLE 15– TRANSFER OF CONTRACT

The contract may not be transferred, in full or in part, for money or free of charge, without the Council's prior authorisation in writing.

ARTICLE 16 – SUB-CONTRACTING

The Service Provider may not subcontract all or part of the services without the Council's prior authorisation in writing.

ARTICLE 17 – ACCEPTANCE

The provision of deliverables shall be the subject of a written acceptance procedure. If acceptance is refused, the Council shall inform the Service Provider accordingly, giving reasons, and may set at least one further date for the provision of the deliverables. If acceptance is refused again, the Council may terminate the Contract in whole or in part without previous notice and without paying any financial compensation.

ARTICLE 18 – TERMINATION FOR BREACH OF THE CONTRACT

- a) Where the Service Provider is in breach of, or fails to fulfil, contractual obligations, the Council shall be entitled to terminate the Contract without prejudice to any claims for damages it may have. Unless otherwise provided for in the Contract, such right for termination may be exercised by the Council without previous notice.
- b) The Council may also terminate at any time, subject to four weeks' written notice, contracts involving recurring services on the part of the Service Provider.
- c) In each case the Service Provider shall be entitled to claim the agreed amount of remuneration for the deliverables accepted. He shall also be entitled to all costs already incurred at the time of notice or payable on the basis of obligations reasonably entered into in view of the performance of his contractual duties, against which he must, however, set off expenditure avoided as a result of the Council's decision to terminate and income deriving from his ability to use labour for other work, or income which might thus have been gained but which he has wilfully or negligently omitted to obtain.

ARTICLE 19 – CASE OF FORCE MAJEURE

- a) In the event of a force majeure, the parties shall be released from the application of this contract without any financial compensation. Force majeure is defined as including the following: major weather problems, earthquake, strikes affecting air travel, attacks, a state of war, health risks or events that would require the Council to cancel the contract.
- b) In the event of such circumstances each party shall be required to notify the other party accordingly in writing, within a period of 5 days.

ARTICLE 20 – DISPUTES

In accordance with the provisions of Article 21 of the General Agreement on privileges and immunities of the Council of Europe, all disputes between the Council and the Service Provider as regards the application of this contract shall be submitted, if a mutual agreement cannot be reached between the parties, to arbitration as laid down in Rule No 481 of the Secretary General (Annex).

French law shall be applicable to the arbitration procedure.

* * *

APPENDIX TO THE GENERAL CONDITIONS

Rule No. 481 of 27 February 1976 laying down the arbitration procedure for disputes between the Council and private persons concerning goods provided, services rendered or purchases of immovable property on behalf of the Council

The Secretary General of the Council of Europe,

Having regard to the Statute of the Council of Europe, of 5 May 1949, and in particular its Articles 11 and 40,

Having regard to the General Agreement on Privileges and Immunities of the Council of Europe signed on 2 September 1949, and in particular its Articles 1, 3, 4 and 21, as well as the Special Agreement relating to the seat of the Council of Europe signed on 2 September 1949,

Considering that it is appropriate to determine the arbitration procedures for any disputes between the Council and private persons regarding supplies furnished, services rendered or immovable property purchased on behalf of the Council,

Having regard to the decision of the Committee of Ministers of the Council of Europe at the 253rd meeting of the Deputies,

DECIDES:

Article 1

Any dispute relating to the execution or application of a contract covered by Article 21 of the General Agreement on Privileges and Immunities of the Council of Europe shall be submitted, failing a friendly settlement between the parties, for decision to an Arbitration Board composed of two arbitrators each selected by one of the parties, and of a presiding arbitrator, appointed by the other two arbitrators; in the event of no presiding arbitrator being appointed under the above conditions within a period of six months, the President of the Tribunal de Grande Instance of Strasbourg shall make the appointment.

Article 2

However, the parties may submit the dispute for decision to a single arbitrator selected by them by common agreement or, failing such agreement, by the President of the Tribunal de Grande Instance of Strasbourg.

Article 3

The Board referred to in Article 1 or, where appropriate, the arbitrator referred to in Article 2 shall determine the procedure to be followed.

Article 4

If the parties do not agree upon the law applicable the Board or, where appropriate, the arbitrator shall decide ex aequo et bono having regard to the general principles of law and to commercial usage.

Article 5

The arbitral decision shall be binding upon the parties and there shall be no appeal from it.

Strasbourg, 27 February 1976
Georg KAHN-ACKERMANN
Secretary General

PART IV – SPECIAL CONDITIONS

Services of evaluation of the ROMED Programme

2015/AO/72

Preamble

The provisions of the General Conditions – Intellectual Services, to which this contract refers, apply to it.

ARTICLE 1 – OBJECT OF THE CONTRACT – GENERAL PROVISIONS

1.1 Description of the deliverables

Deliverables shall conform to the Technical Specifications attached to the tender file n° 2015/AO/72.

1.2 Duration

The duration of the contract is set in Article 3 of the Act of Engagement.

1.3 Components of the contract and order of precedence

The contract is composed, by order of precedence, of:

- the Act of Engagement;
- the Special Conditions;
- the General Conditions – Intellectual Services ;
- the Technical specifications;
- the selected tender, including the Table of fees as completed by the tenderer and recorded by the Council of Europe.

1.4 Terminology

“Deliverable(s)” shall mean the service(s) as described in the Technical Specifications.

"Consultant" or "Evaluator" shall mean the Service Provider selected by the Council for the provision of services.

ARTICLE 2 – LANGUAGE AND LENGTH OF DOCUMENTS

2.1 Any written documents prepared by the Service Provider under the contract shall be written in the Council's official languages (English or French), as indicated in the Technical Specifications, and the subsequent provided documents and produced on a word processing file, unless specified otherwise in the Technical specifications.

2.2 If the Service Provider's document is drafted in a language other than the official languages without this having been provided for in the contract, the cost of translation into an official language shall be charged to the Service Provider and deducted from its fees.

2.3 Unless specified otherwise in the Technical specifications, all written documents of more than 1,500 words shall be preceded or accompanied by a text summarising the subject and main conclusions and shall not, unless specifically required, exceed 5,000 words.

ARTICLE 3 – FEES, EXPENSES AND MODE OF PAYMENT

3.1 The fees, as specified in the selected tender, are final and not subject to review.

3.2 The Service Provider shall submit an invoice, or request for payment in the case of Service Providers who do not charge VAT under the applicable legislation, in triplicate and in Euros in conformity with the applicable legislation, for each service or batch of services delivered. A model invoice is attached in Appendix to these Special Conditions. This model can be modified as appropriate to conform to the applicable legislation.

3.3 Each payment shall be made within 60 calendar days, to the bank account indicated in Article 2.2 of the Act of Engagement, upon receipt of the deliverables and their acceptance by the Council and on presentation of an invoice in triplicate, or a request for payment in the case of Service Providers who do not charge VAT under the applicable legislation, and in Euros.

3.4 Where relevant, advance payments can be agreed in writing on between the parties, within the limit of 30% of the total amount of the fees.

3.5 Should the Service Provider be located in France, the amount invoiced will have to include VAT. The CoE will then reclaim the VAT from the French authorities.

Should the Service Provider be located in another EU country (i.e. except France), and should the deliverables be taxable in this country, the CoE will provide the Service Provider with an exemption certificate. The exemption certificate sent by the Council of Europe should be retained by the Service Provider and presented to the relevant tax authorities to justify tax-free invoicing. In accordance with Article 2 b) of Council Directive 2001/115/EC, the following should be stated in any invoice: “Intra-Community service to an exempted organisation: Articles 143 and 151 of Council Directive 2006/112/EC” and should indicate the amount excluding VAT. In case the CoE will not be in a position to provide the said certificate, the Council will pay the invoice with VAT included. These modalities do not apply to telecommunications, broadcasting and electronic services.

Should the Service Provider be located in a non-EU country, or should the deliverables be taxable in a non-EU country, the VAT regime will depend on the local (national) legislation, or on the existence of an agreement between the Council of Europe and the authorities of the country concerned. The Council of Europe will inform the Service Provider accordingly.

3.6 In the event of the Service Provider being required to travel for the purposes of the contract, the Council also undertakes, provided the Service Provider has obtained its prior agreement, to reimburse travel and subsistence allowances in compliance with the Council’s applicable Rules.

Travel expenses will be reimbursed on the basis of the rail fare (first class) or air fare (tourist class) upon presentation of a request for payment supported by the relevant vouchers. Subsistence expenses (including travel expenses within the locality visited) will be reimbursed at the applicable daily rate.

In the cases when the Service Provider has to undertake travel under the contract, the duration of the Service Provider’s travel and stays will be covered by an insurance policy with the insurers CHARTIS (Policy No. 2.004.761). A telephone helpline is available in case of emergency (+ 32 (0)3 253 69 16). The said insurance will cover specific risks related to travel and stay of the Service Provider (including medical costs related to unforeseen illness or accident, repatriation, death, cancellation of journey or flight, theft or loss of personal possessions). The insurance policy does not cover persons over 75 years of age.

ARTICLE 4 – INTELLECTUAL PROPERTY RIGHTS

4.1 Any intellectual property rights of the Service Provider over methods, knowledge and information which are in existence at the date of the conclusion of the service contract and which are comprised in or necessary for or arising from the performance of the service contract shall remain the property of the Service Provider. However, in consideration of the fees payable pursuant to the service contract, the Service Provider hereby grants the Council a non-exclusive and free licence for the entire world and for the duration of 70 (seventy) years for the use of such methods, knowledge and information.

4.2 If the deliverable expected results in the provision of a training session, and provided the training materials are not the property of the Council of Europe, the Service Provider grants the participants in the training a non-exclusive licence for the entire world and for the duration of the validity of any existing intellectual property rights over the training materials for their own professional use of those training materials made available by the trainer.

ARTICLE 5 – WARRANTIES

The Service Provider guarantees that the deliverables conform to the highest academic standards.

ARTICLE 6 – LIQUIDATED DAMAGES

6.1 Where the provision of services is delayed, the Service Provider shall be liable to payment of damages at a rate of 0.2 % per working day of such delay, up to a maximum of 60 (sixty) calendar days, of the amount payable for the services or part thereof whose provision has been delayed, or the amount payable for the services of part thereof which cannot, owing to the delay, be put to the use intended, whichever sum is the greater. The total amount of liquidated damages to be recovered from the Service Provider shall be deducted from the overall fees and payments provided for in the contract. The Council may claim the liquidated damages until the final payment is made.

6.2 The provisions of Paragraph 1 shall neither prevent the Council from making a claim in respect of damage which it has suffered over and above the amount of liquidated damages recovered by it nor shall it restrict the Service Provider's statutory right to prove that the actual damage the Council suffered was substantially less.

6.3 The foregoing provisions shall not prejudice the right of the Council to terminate the Contract in conformity with the provisions of the general conditions.

ARTICLE 7 – SPECIFIC INVOICING REQUIREMENTS

The Parties agree that each deliverable can be invoiced separately.

ARTICLE 8 – COMMUNICATION BETWEEN THE PARTIES

8.1 The contact point within the Council of Europe will be:

Function: Head of Unit, Strategic Partnerships Unit
Email: aurora.ailincai@coe.int
Phone: +33(0) 3 9021 5331
Fax: +33(0)3 90 21 40 53

8.2 The contact details of the Service Provider are indicated in Article 2.2 of the Act of Engagement.

8.3 Any communication is deemed to have been made when it is received by the receiving party, unless the contract refers to the date when the communication was sent.

8.4 Electronic communication is deemed to have been received by the receiving party on the day of successful dispatch of that communication, provided that it is sent to the addressees listed in paragraphs 1 and 2 above. Dispatch shall be deemed unsuccessful if the sending party receives a message of non-delivery. In this case, the sending party shall immediately send again such communication to any of the other addresses listed in paragraphs 1 and 2 above. In case of unsuccessful dispatch, the sending party shall not be held in breach of its obligation to send such communication within a specified deadline, provided the communication is dispatched by another means of communication without further delay.

8.5 Mail sent to the Council using the postal services is considered to have been received by the Council on the date on which it is registered by the department identified in paragraph 1 above.

8.6 Formal notifications made by registered mail with return receipt or equivalent, or by equivalent electronic means, shall be considered to have been received by the receiving party on the date of receipt indicated on the return receipt or equivalent.

ARTICLE 9 – GENERAL OBLIGATION TO PROVIDE ADVICE

The Service Provider recognises that it is subject to a general obligation to provide advice, and particularly to provide information and make recommendations, to the Council. In this context, the Service Provider shall supply to the Council all the advice, warnings and recommendations necessary particularly in terms of quality of services and compliance with professional standards. The Service Provider also undertakes to inform the Council as soon as it becomes aware, during the execution of the Contract, of any initiatives and/or adopted laws and regulations, policies, strategies or action plans or any other development related to the object of the Contract.

ARTICLE 10 – ACCEPTANCE

If the Service Provider refuses to comply with the acceptance procedure, as defined in Article 17 of the General Conditions, and in particular refuses to take into account the remarks or comments made by the Council in the course of the written acceptance procedure, the Council reserves the right to consider this refusal as a breach of the contractual obligations of the Service Provider, not to accept the deliverable(s) concerned and to apply the provisions of Article 18 of the General Conditions accordingly.

ARTICLE 11 – PAYMENT OF TRAVEL EXPENSES

11.1 The Council shall cover travel expenses of the Service Provider, being understood that this reimbursement shall cover travel expenses incurred in travelling between the address specified in the notice of the meeting (hereinafter referred to as the “place of departure”) and the place of the meeting.

If, for personal or professional reasons, travel to the meeting from a place other than their place of departure, or return to such a place after the meeting, the sum shall be restricted to the amount of expenses they would have incurred in travelling to or from their place of departure.

All claims for payment of travel expenses for all means of transport must be accompanied by a copy of the relevant ticket and evidence of the expenditure actually incurred (for example, an original invoice or certified copy, credit card slip or statement). In no case shall the amount paid exceed the actual expenditure incurred.

11.2 Rail travel - The payment of first class rail fare is authorised. Where the duration of the journey is longer than 6 hours between 10 p.m. and 7 a.m., the cost of a sleeper may be reimbursed.

11.3 Air travel – Payment shall be based on the economy class fare. However, payment may be based on the business class fare in the following circumstances:

- for single flights lasting more than 7 hours;
- for more than 15 hours travelling time (more than one flight plus stopovers);
- for health reasons attested by a medical certificate, which must be submitted with the reimbursement claim.

The flight itinerary must be presented to justify the duration of flying time or total travelling time, as appropriate. Excess baggage charges are not refundable unless justified on grounds of official requirements.

11.4 Sea travel – Payment of travel by sea shall not exceed the amount of the air fare as defined above. When Service Providers travel by car, the cost of transporting the car by sea shall not be paid.

11.5 Transit fares in connection with changing from one means of transport to another, and fares paid for travel between the place of departure and/or the place of the meeting and railway station or airport, shall not be covered. Local travel costs incurred during working days shall not be covered.

ARTICLE 12 – MISCELLANEOUS

12.1 The contract shall constitute the entire legal relationship between the parties. The terms and conditions of the Service Provider do not form part of the Contract.

12.2 Should a clause of this contract be or become invalid the remainder of the contract shall remain in force. The invalid clause shall be replaced by a valid clause coming closest to achieving the purpose and meaning of the invalid clause.

12.3 If this contract contains any gaps or ambiguities, it is to be interpreted in the light of its object and purpose.

* * *

APPENDIX – MODEL INVOICE

APPENDIX – MODEL INVOICE

NAME:

ADDRESS:

VAT Registration No.

Tax Reference No.

Invoice No.
 Council of Europe Contract
 No.
 Date:

Description of Item	Amount €
Total Net of VAT	
VAT	
Total incl. of VAT	

Signature:

FINAL CHECK LIST

1) BEFORE SENDING YOUR TENDER, CHECK THAT IT INCLUDES:

- **Two completed and signed copies** of the Act of Engagement;
- A brief description of previous assignments carried out in the subject areas covered by the contract, indicating the objectives, summary of activities undertaken, amount, date and recipient;
- At least 3 (three) final reports of comparable evaluations recently carried out;
- Contact details of references expected to support claims of knowledge, skills and experience;
- Registration documents and a brief profile description (preferably not longer than one A4 page), including the description of the nature of business, field of expertise, licenses, certifications, accreditations;
- A **technical proposal**, including:
 - CV(s) of person(s) in charge of the execution of the contract;
 - Evaluation Plan and Approach (preferably between 10 and 30 pages), see details in the Tender Rules.
 - In case of an evaluation team, describe also the roles and responsibilities of each evaluator; demonstrate convincingly that they have the ability to undertake evaluations and evaluation-related assignments in a context comparable to that of the Council of Europe;
- The **table of fees**, duly completed (See Appendix to the Act of Engagement). Tenders proposing **at least one** fee above the exclusion level indicated in the Table of fees will be **entirely and automatically** excluded from the tender procedure.

2) TENDERS MUST BE SENT TO THE COUNCIL OF EUROPE IN THE FORM OF:

- **1 electronic/scanned copy** to be sent **only** to the following address cdm@coe.int. Tenders submitted to another e-mail account will be excluded from the procedure;
- AND**
- **1 paper hardcopy in A4 format (21x29,7 cm) by post**, as specified below. Tenders submitted to another address will be excluded from the procedure.

Tenders shall be submitted in a sealed envelope. The first sealed envelope shall be placed inside a second envelope addressed to the Tenders Board, showing the file reference number and object, as follows:

COUNCIL OF EUROPE
For the attention of the Tenders Board
ROMED Evaluation – 2015/AO/72
B.P. 7
F – 67075 STRASBOURG Cedex
France

Tenderers are requested to indicate their names and address on the outside envelope for identification purposes.

The deadline for the submission of tenders is **17 January 2016 as evidenced by the postmark**, or by the receipt of the dispatch provided by the dispatching company.