



CALL FOR TENDERS

**for the provision of training services for young local leaders
on local and regional democracy**

Congress-VC3377-1

Services	Training services on local and regional democracy
Project	Project “Promoting Local Democracy in Ukraine”
Organisation and buying entity	COUNCIL OF EUROPE Office of the Council of Europe in Ukraine
Type of contract	Framework contract
Duration	Until 31 December 2017 (renewable)
Estimated starting date	21 03 2016
Tender Notice Issuance date	02 02 2016
Deadline for tendering	02 03 2016

TABLE OF CONTENTS

PART I – TECHNICAL SPECIFICATIONS 3

The TECHNICAL SPECIFICATIONS describe what will be expected from the selected consultants.

PART II – TENDER RULES 8

The TENDER RULES explain the procedure through which the tenders will be submitted by the tenderers and assessed by the Council of Europe.

PART III – GENERAL CONDITIONS – INTELLECTUAL SERVICES 13

PART IV – SPECIAL CONDITIONS 18

The GENERAL CONDITIONS and SPECIAL CONDITIONS contain the legal provisions which will be applicable between the Council of Europe and the selected consultants.

PART V – ACT OF ENGAGEMENT (See document attached)

The ACT OF ENGAGEMENT is the document through which each tenderer accepts the terms of the agreement and presents his/her tender.

TABLE OF FEES (See appendix to the Act of Engagement)

The TABLE OF FEES lists the fee per deliverable applicable throughout the duration of the contract.

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 8 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

Call for tenders for the provision of training services for young local leaders on local and regional democracy

Congress-VC3377-1

I. BACKGROUND

The Project “Promoting Local Democracy in Ukraine” is implemented by the Council of Europe from August 2015 until December 2017. It is part of the Council of Europe Action Plan for Ukraine 2015-2017 (Section 3.1 “De-centralisation and local government reform”), which is a joint initiative between the Council of Europe and the Ukrainian authorities.

The Project is supported by voluntary contributions from donor countries and international organisations.

Objectives

The project’s overall objective is to improve the implementation of democratic principles through enhanced institutional and leadership capacities of local elected authorities and by disseminating nation-wide best practices of local democracy through:

- strengthening institutional and leadership capacities of local elected representatives to become more citizens-oriented, responsive and accountable in the performance of their functions;
- reinforcing capabilities of local elected representatives to provide effective support to the implementation of the local self-government reform through better coordination, planning and management;
- fostering active democratic citizenship and supporting the implementation of local democratic participatory processes, including the observation of local elections.

Target audiences

The target audiences are:

- local elected representatives (mayors and councillors) as well as national associations of local and regional authorities, members of the Parliament;
- young leaders of local NGOs, representatives of youth organisation, political activists, as well as young local politicians and representatives of civil society and media.

Expected results

The expected results of the programme are:

- Increased awareness and skills of local and regional elected representatives of good practices in local democracy and European standards of local self-government with a view to implementing the European Local Self-Government Charter’s principles;
- Increased capacity of local elected representatives to lead change at the local level;
- Establishment of commonly agreed mechanisms and processes promoting effective coordination and cooperation between different levels of local self-governments, national associations and central authorities in implementing local self-government reforms;
- Increased participation of young leaders in local politics and local elections, with a better understanding of the role of local authorities and European standards for local self-government;
- Increased participation of women (leaders of local NGOs and local councillors) in local politics and in promoting democratic changes at the local level;
- Support the implementation of local initiatives on best practices of local democracy, and dissemination of the results;
- Observation of local elections, adoption and dissemination of report and recommendations by the Congress of Local and Regional Authorities.

Budget

For information purposes, the total budget of the Project amounts to 2 217 450 Euros and the total amount of the consultancy, object of the present tender, will not exceed 55 000 Euros for the whole duration of the framework contract. The Council of Europe is however not bound by any minimum purchase requirement.

Project structure

The Project will be managed by the Congress of Local and Regional Authorities.

It will mobilise for the management of the project a project manager, a project officer and a project assistant based in Kyiv, as well as a senior project officer (part-time) and a junior project officer based in Strasbourg.

This team is composed of Council of Europe staff members. The status of staff member will not in any manner be awarded to the selected consultants (See Article 1 d) of the General Conditions – Intellectual Services, Part III).

II. EXPECTED SERVICES

A. GENERAL INFORMATION

The Council of Europe is looking for consultants to provide training, throughout the implementation of the Project, in the field of democratic governance, in particular on **local and regional democracy**.

Tenderers are informed that consultants will be requested to provide deliverables on an “as needed basis”, in accordance with the Tender Rules (See Part II). The Council of Europe undertakes to take the necessary measures to order services at the latest 30 days before the activity takes place.

Consultants will be requested to provide deliverables in accordance with Article 7 of the Special Conditions.

B. DELIVERABLES

The consultants will be requested to provide one-single type of deliverable:

- **Contribution to training activities for young local leaders.**

➤ Background

Training activities will bring together groups of about 30 participants per activity, from several neighbouring regions of Ukraine to spread a culture of democracy by raising awareness of young community leaders on **democracy principles at local and regional level**.

The Congress of Local and Regional Authorities has already implemented similar activities on several occasions in Ukraine in 2014 and 2015 (See Appendix to the Technical Specifications). Trainers are expected to provide training on applicable European standards on local and regional democracy, democratic local and regional governance practices, campaigning for local elections, ethics in politics and prevention of corruption, citizen engagement.

The **targets** are young elected and official representatives from local and regional authorities, from civil society organisations, from the media, from political parties etc. Participants will be selected according to the following criteria: territorial coverage, balance of urban and rural communities, gender balance, being part of active youth or community groups, involvement in citizen participation activities, political balance (for political party members and city councillors).

The **languages** of activities are English and Ukrainian, with simultaneous interpretation, which costs will be covered by the Council of Europe. The **duration** of each **training activity** may vary from **3 to 4 days**. For information, there should be between 6 and 12 seminars organised for the duration of the project. **Coordination, preparation and reporting** are foreseen to require **on average 3 days per activity**. Participation in **project meeting(s) (up to 2 days)** to be held in Strasbourg or Paris (France) or in Ukraine may be required.

➤ **Expected Service Level**

For each activity, the Consultant will be expected to:

- Propose adaptations to the existing training concept and propose interactive exercises at the latest 30 days before the activity;
- Draft the agenda of the activity and provide the required training material to the project team at the latest 14 days before the activity;
- Propose an evaluation method for the training and provide an evaluation form at the latest 14 days before the activity;
- Coordinate with other international and local trainer(s) selected by the Council of Europe, before and during the seminar;
- Deliver the interactive sessions and adapt them to the group, moderate the practical exercises in English or in Ukrainian;
- Contribute to the discussions and interact with participants, members of the Congress of Local and Regional Authorities and other speakers;
- Participate in project meeting(s), where needed (in Strasbourg or Paris, France, or in Ukraine), briefing and de-briefing sessions before and after the activity (on site);
- Provide an assessment report of the activity and make recommendations for future similar events (minimum 4 pages in English and Word format) at the latest 14 days after the activity.

Unless otherwise specified, days are calendar days.

➤ **Fees**

The tenderers are requested to indicate their fee per activity: for a 3-day training as well as for a 4-day training (See PART V, Table of fees, in Appendix to the Act of Engagement). Each fee shall cover all the expected services described above, including preparation and reporting.

Travel and subsistence expenses shall however **not** be included as they will be covered by the Council of Europe. Logistical aspects related to the possible meetings (premises, accommodation, catering, transport, translation, interpretation etc.) will also be covered by the Council of Europe and shall therefore **not** be included in the fees proposed.

* * *

APPENDIX TO THE TECHNICAL SPECIFICATIONS
CONCEPT FOR TRAINING ACTIVITIES FOR YOUNG LEADERS

Introduction

A series of regional seminars will be organised in Ukraine to raise the awareness of young community leaders to local and regional democracy, who can potentially stand for future local elections or play a role in the electoral process. The training aims at spreading a culture of democracy in the country and helping a modern “ruling class” to emerge and grow up.

Training methods

“Formal” presentations followed by discussions are to be combined with interactive sessions in the plenary or in smaller groups led by an international trainer. This trainer will act as a facilitator throughout the seminar and lead the interactive sessions with the help of local experts.

Within each theme relating to Council of Europe and Ukrainian instruments the programme foresees alternating presentations by foreign and Ukrainian speakers (or persons representing international non-governmental organisations present in Ukraine).

A strong commitment is to be granted to participants who will develop a feeling of being part of a team and ultimately build a network.

Format

Duration: 3/4 days

Number of participants: 25-30

Profile of participants:

- leaders of NGOs (human rights, professional organisations, eg. lawyers, students, alumni of universities, women’s associations, representatives of Tatar people and other minorities),
- young leaders of local NGOs, representatives of youth organisation, political activists, as well as young local politicians and representatives of civil society and media,
- recently elected city councillors or mayors (up to 25%) or persons who were candidates for such posts during the last local elections,
- members of political parties, including political party youth organisations,
- informal leaders : bloggers, journalists (in particular journalists representing local media, persons involved in democratic participation, e.g. « committees of participatory communities », active community groups.

Age: 18-35 (in exceptional cases 18-40)

Selection procedure:

Carried out by the local project team.

A call for application will be published on the Council of Europe Office in Kyiv’s website and civil society portals, and sent to main stakeholders and partners: associations of local and regional authorities, political parties, city councils, NGOs, Ukrainian School of Political Studies, etc. with the accompanying application form.

Applicants will be interviewed by phone/skype.

Selection panel:

Ukrainian member(s) of the Congress of Local and Regional Authorities, Senior management of the Council of Europe Office in Kyiv, Project manager.

Criteria:

- Territorial coverage (6 oblasts),
- Balance of urban and rural communities,
- Gender balance,
- Part of active youth or community groups,
- Involvement in citizen participation activities,
- Political balance (for political party members and city councillors);
- Motivation.

Geographical scope: 6 oblasts

Facilitators and speakers:

- Members of the Ukrainian delegation to the Congress,
- Ukrainian mayor(s) or members of local and regional councils,
- Congress members / young mayors from Council of Europe member states,
- international experts: member(s) of the Group of Independent Experts, trainers for youth, etc ...
- local experts,
- Ukrainian Academia,
- Representatives of local branches of INGO and local NGOs.

* * *

PART II – TENDER RULES

Call for tenders for the provision of training services for young local leaders on local and regional democracy

Congress-VC3377-1

ARTICLE 1 – IDENTIFICATION OF THE CONTRACTING AUTHORITY

1.1 Name and address

COUNCIL OF EUROPE
Office of the Council of Europe in Ukraine
8 Illinska street
7 entrance, 6th floor
04070 Kyiv
UKRAINE
<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.¹

The purpose of this call is to contract with consultants to support the implementation of the CoE Project “Promoting Local Democracy in Ukraine”.

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 call for tender. It aims at concluding a framework contract with **a maximum of 4 (four) consultants**, provided that there are sufficient candidates satisfying the exclusion and eligibility criteria and which have submitted compliant and satisfactory tenders. Orders will be addressed in priority to the consultant ranked first on the tender list for the duration of the contract. The consultant ranked second will be called on if the contract with the consultant ranked first is terminated, so on down the list, or in causes otherwise provided for in the Special Conditions (See PART IV, Article 7 of the Special Conditions).

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

ARTICLE 3 – PLACE OF PERFORMANCE

Unless the applicable national legislation prescribes otherwise, deliverables will be considered as performed in the country where the activity takes place.

¹ Available on the website of the Council of Europe Treaty Office: www.conventions.coe.int

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 FRAMEWORK CONTRACT

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

ARTICLE 6 – LEGAL FORM OF TENDERERS

Natural persons only are accepted.

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 one electronic/scanned copy to be sent only to the following address:

congress.cooperation@coe.int

Tenders submitted to another e-mail account may be excluded from the procedure.

7.3 Deadline for submission of tenders

The deadline for the submission of tenders is:

02 03 2016, 12 p.m. (GMT +2)
as evidenced by the email notification.

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

- By signing the Act of Engagement (in two copies) tenderers declare that they are not in any of the above-mentioned situations (See Act of Engagement – Articles 5 and 7).

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:

- Solid experience (more than 5 years) in conducting training activities at the international level in an interactive way;
- Knowledge of local governance/local democracy issues;
- Knowledge of citizen participation and involvement of women in local public life;
- Experience in working with young people and local elected representatives;
- Proven skills of group facilitation and the ability to adapt to an audience;
- Excellent oral, written, communication and reporting skills;
- Full professional proficiency in English; knowledge of Ukrainian and/or Russian would be an asset;
- Preference will be given to persons with knowledge of the political context in Ukraine and in the region.

DOCUMENTS TO BE PROVIDED

All tenderers shall deliver, when submitting their tender:

- A letter of interest, highlighting their experience in conducting similar training activities;
- A detailed CV, in English (Europass format: <https://europass.cedefop.europa.eu/en/documents/curriculum-vitae/templates-instructions>), highlighting experience in similar training and countries of intervention;
- 3 (three) relevant references, from previous employers or clients (name, surname, phone number and e-mail), to be indicated in the Appendix of the Act of Engagement.

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:

- (40 %) Evaluation of the approach and methodology proposed;
- (40 %) Relevance of the tenderer's experience, in particular in delivery of training to young leaders;
- (20 %) The financial offer as indicated in the Table of fees appended to the Act of Engagement.

DOCUMENTS TO BE PROVIDED

All tenders shall include:

- A document outlining the approach and methodology proposed for such training (in English, not longer than 1500 words);
- The **table of fees**, duly completed (See Appendix to the Act of Engagement). Tenders proposing fees above the exclusion level indicated in the Table of fees will be **entirely and automatically** excluded from the tender procedure.

ARTICLE 9 – ORDERING PROCEDURE

All services will be requested on an “as needed basis”. The Council of Europe is not bound, through this framework contract, by a minimum purchase requirement. Therefore, **the selection of a consultant will not give rise to a right for the consultant concerned to be awarded subsequent orders.**

Purchase of deliverables shall be carried out on the basis of orders (as reproduced in Appendix II to the Special Conditions – See Part IV) submitted by the Council to the Consultant, by post or electronically. The ordering procedure is defined in Article 7 of the Special Conditions (See PART IV).

In principle, orders are addressed in priority to the consultant ranked first on the ranking list of the tender. If the consultant is unable to take the order or if no reply is given within the requested deadline specified in Article 7.1 of the Special Conditions (See PART IV), the Council may call on the second consultant on the ranking list of the tender, and so on down the list. The Council of Europe reserves also the right to call on the second Service Provider on the ranking list of the tender, and so on down the list, in case of exceptional workload or urgency, or in situations where specific and objective circumstances may require so due to the particular needs of the buying entity.

If a Consultant fails to provide the expected service level, as defined in the Technical Specifications, the Council reserves the right to deduct from the price to be paid an amount corresponding, on a pro rata basis, to the level of service that the Service Provider failed to provide, and/or to terminate the contract with the Consultant concerned in the conditions prescribed by the attached legal conditions (See PART III and IV).

ARTICLE 10 – SUPPLEMENTARY INFORMATION

General information can be found on the website of the Council of Europe: www.coe.int/congress

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: congress.cooperation@coe.int.

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 order² as well as other rules indicated in the Special conditions;³
- 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;
- d) References to any gender include both genders. References to a person include any physical or legal persons.

² 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.

³ 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.

ARTICLE 5 – INTELLECTUAL PROPERTY RIGHTS

a) The Service Provider shall assign all intellectual property rights over the deliverables as described in the technical specifications to the Council on an exclusive basis and for the entire world and for a period of 70 (seventy) years after the Service Provider's death. 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 already existing or developed in future, 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.

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 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

Call for tenders for the provision of training services for young local leaders on local and regional democracy

Congress-VC3377-1

Preamble

The provisions of the General Conditions – Intellectual Services, to which this framework 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 Congress-VC3377-1 as well as to the requirements of each purchase order.

1.2 Duration

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

1.3 Components of the framework contract and order of precedence

The framework 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” shall mean the Service Provider selected by the Council for the provision of consultancy 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 English, as indicated in the Technical Specifications and the subsequent order 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 English 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. A model is attached in Appendix to these Special Conditions. This model can be modified as appropriate to conform to the applicable legislation.

3.3 The fee shall be payable within 60 calendar days, to the bank account indicated in Article 2.2 of the Act of Engagement, upon receipt of the deliverable and its 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 on between the parties, within the limit of 30% of the total volume of the fee.

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, the CoE will provide the Service Provider with an exemption certificate prior to the signature of each order. 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 the invoice: "Intra-Community service to an exempted organisation: Articles 143 and 151 of Council Directive 2006/112/EC" and should indicate the final total 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.

Should the Service Provider be located in a non-EU country, or should the deliverables be taxable in a non-EU country, the amount invoiced will not include VAT if the local (national) legislation allows for it, or if the Council of Europe enjoys tax exemption through other means in the country concerned. Otherwise, it will include VAT.

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 provider contract and which are comprised in or necessary for or arising from the performance of the service provider contract shall remain the property of the Service Provider. However, in consideration of the fees payable pursuant to the service provider 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 0.1 % 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 – ORDERING PROCEDURE

7.1 Services shall be carried out on the basis of Order Forms (as reproduced in Appendix II to the present Special Conditions) submitted by the Council, by post or electronically. The Service Provider undertakes to take all the necessary measures to send to the Council **within 2 (two) working days** the signed Order Form together with a quote in line with the indications specified on each Order Form. Each quote must strictly respect the fees indicated in the Table of fees attached to the original Service Provider's tender as recorded by the Council of Europe. In case of non-compliance with the fees as indicated in the original Service Provider's tender, the Council of Europe reserves the right to terminate the Contract with the Service Provider, in all or in part.

7.2 Orders will be addressed in priority to the first Service Provider on the ranking list of the tender. If this Service Provider is unable to take the Order or if no reply is given on his behalf within the requested deadline specified in Article 7.1 of the Special Conditions, the Council may call on the second Service Provider on the ranking list of the tender, and so on down the list. The Council of Europe reserves the right to call on the second Service Provider on the ranking list of the tender, and so on down the list, in case of exceptional workload or urgency, or in situations where specific and objective circumstances may require so due to the particular needs of the buying entity.

7.3 An Order Form is considered to be legally binding when the quote is approved by the Council, by displaying a Council's Purchase Order number on the order, as well as by signing and stamping the Order concerned. Copy of each approved Order Form shall be sent to the Service Provider, to the extent possible on the day of its signature.

7.4 If the Service Provider fails to provide the expected service level, as defined in the Technical Specifications, the Council reserves the right to deduct from the price to be paid an amount corresponding, on a pro rata basis, to the level of service that the Service Provider failed to provide, and/or to terminate the contract, in all or in part.

ARTICLE 8 - COMMUNICATION

8.1 The contact point within the Council of Europe shall be indicated on each Order Form.

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 acceptance procedure, or at any time during the execution of the contract, the Council reserves the right to consider this refusal, or any reiteration of the action or omission that caused the remarks or comments of the Council, as a breach of the contractual obligations of the Service Provider, and therefore not to accept the deliverable(s) concerned and/or to apply the provisions of Article 7.4 of the Special Conditions accordingly.

ARTICLE 11 – MISCELLANEOUS

11.1 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.

11.2 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.

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

* * *

APPENDIX I – MODEL INVOICE

APPENDIX II – MODEL ORDER FORM

APPENDIX I – 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:

APPENDIX II: MODEL ORDER FORM

COUNCIL OF EUROPE

Click here to indicate Department or Office
 Click here to indicate the name/function of the duly authorised staff member
 Click here to indicate full address
 Click here to indicate email address
 Click here to indicate phone number

COUNCIL OF EUROPE



CONSEIL DE L'EUROPE

ORDER FORM

Project ref.:	Click here to indicate official full title/reference of the Project		
Provider:	Click here to indicate full name of the legal or natural person Click here to indicate full address of establishment/registration Click here to indicate VAT number if any		
Contract ref.:	Click here to indicate the contract reference . Indicate also the lot concerned, if any		
Date of dispatch of the Order:	Click here to enter a date	Applicable VAT regime:	<input type="checkbox"/> VAT Inclusive <input type="checkbox"/> VAT Exclusive
Description of the deliverables: (a specific deadline for submission must be indicated for each deliverable)	Click here to list the deliverables ordered (as labelled in the relevant contract) OR Attach a list of deliverables to this order and state here "See list attached"		

ACCEPTANCE BY THE PROVIDER*

I hereby declare to be legally authorised to represent the Provider indicated above. The Provider accepts to provide the above list of deliverables, within the deadline indicated and in the conditions laid down in the contract referred to above:

NAME OF THE SIGNATORY:	
DATE:	____/____/____
STAMP/ SIGNATURE:	

APPROVAL BY THE COUNCIL OF EUROPE

The Order is considered to be legally binding when the Pro forma invoice (or quote) is accepted by the Council, by displaying a Council's Purchase Order number and by signing and stamping the *Service Order Form*.

NAME OF THE SIGNATORY	
DATE:	____/____/____
STAMP/ SIGNATURE:	
PO NUMBER:	N° _____

***INSTRUCTIONS TO THE PROVIDER:**

This form must be returned to the email address indicated above, together with a Pro Forma invoice (or quote) dated and addressed to the full CoE address specified above, on the Provider's letterhead, reiterating:

- the Provider's name and address;
- the VAT number of the Provider (if any);
- the list of deliverables ordered;
- the applicable standard fee per deliverable, in accordance with the applicable contract;
- the sub-total amount per deliverable (in a currency agreed on in the applicable contract);
- the total amount (in accordance with the VAT regime specified above - in a currency agreed on in the applicable contract) and;
- specific payment modalities (if any, e.g. modalities of advance payment).

For Intra-EU VAT numbers, the Pro Forma invoice should state: "Sale/service to an exempted organisation: Articles 143 and 151 of Council Directive 2006/112/EC"

Upon signature by the Council of Europe, a copy must be sent to the Provider (where relevant, with the VAT exemption certificate).

Council of Europe / DLAPIL Sept. 2015

FINAL CHECK LIST

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

- **A completed and signed copy** of the Act of Engagement, together with its Appendix that includes the table of fees and the 3 (three) relevant references from previous employers or clients (with their name, surname, phone number and email).
- A letter of interest, highlighting experience in conducting training activities;
- A detailed CV, in Europass format, highlighting experience in similar training and countries of intervention;
- A document outlining the approach and methodology proposed for the trainings (in English, not longer than 1500 words).

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

- **one electronic/scanned copy** to be sent only to the following email address:

congress.cooperation@coe.int.

Tenders submitted to another e-mail account may be excluded from the procedure.
Tenderers are requested to indicate in the subject line **the following reference:**
Congress-VC3377-1, and their last name and first name.

The **deadline for the submission** of tenders is

02 03 2016, 12 p.m. (GMT +2)
as evidenced by the email notification.