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**TENDER FILE / TERMS OF REFERENCE**

**(Restricted consultation procedure / Framework Contract)**

The activities of the Council of Europe are governed by its [Statute](https://rm.coe.int/CoERMPublicCommonSearchServices/DisplayDCTMContent?documentId=0900001680306052) and its internal Regulations. Procurement is 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](https://wcd.coe.int/ViewDoc.jsp?p=&id=1807541&direct=true).

This tender procedure is a restricted consultation procedure. **In accordance with Rule 1333 of the Secretary General of the Council of Europe on the procurement procedures of the Council of Europe, the Organisation is in principle required to invite to tender at least three potential providers for any purchase between €2,000 (or €5,000 for intellectual services) and €55,000 tax exclusive.**

This tender procedure aims at concluding a framework contract for the provision of services described below. Unless national legislation prescribes otherwise, deliverables executed on-site will be considered as performed in the country where the event takes place, and deliverables executed in writing will be considered as performed at the place where the Service Provider/Consultant is established. A tender is considered valid for 120 calendar days as from the closing date for submission. The selection of tenderers will be made in the light of the criteria indicated below. All tenderers will be informed in writing of the outcome of the procedure.

**The general information and contact details for this procedure are indicated below. You are invited to use the CoE Contact details listed below for any question you may have.**

1. GENERAL INFORMATION

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| **Object of the procurement procedure ►** | The provision of consultancy services **in Bulgaria** relating to the inclusion of Roma at local and regional level **(Facilitators)** |
| **Project ►** | EU/CoE Joint Programmes “ROMACT3 and ROMACT4” |
| **Type of contract ►** | Framework contract |
| **Duration ►** | Until 31 December 2017 |
| **Deadline for submission of tenders/offers ►** | **10 February 2017** |
| **Email for submission of tenders/offers ►** | **romact@coe.int** |
| **Expected starting date of execution ►** | 20 February 2017 |

1. CoE CONTACT DETAILS (FOR THIS TENDERING PROCEDURE)

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| **Person / Function / Department ►** | Nedim Vrabac, ROMACT Project manager, Support Team to Special Representative of the Secretary General for Roma Issues |
| **Address ►** | Zmaja od Bosne 7-7A, Importanne Centre, 71000 Sarajevo, Bosnia and Herzegovina |
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| **Email ►** | nedim.vrabac@coe.int |
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1. EXPECTED DELIVERABLES/SERVICES

*Background of the Project*

The Joint European Commission (EC) and Council of Europe (CoE) Projects “ROMACT III and ROMACT IV – Building up political will and understanding of Roma inclusion at local and regional level” (ROMACT III and ROMACT IV) (hereafter referred to as “the Projects”) are pursuing the ROMACT Programme to build the capacity of local authorities to develop and implement plans and projects for Roma inclusion and aim to promote the integration of Roma at local level.

The Projects pursue the following objectives: improving local democracy, accountability, inclusiveness and responsiveness towards Roma citizens and thereby improved delivery of services.

The Projects are comprised of several elements of support to regional and local authorities and Roma communities focusing on:

* capacity building;
* establishment and enforcement of mechanisms and processes promoting and ensuring good governance standards and ownership by local authorities of effective integrated development efforts covering education, employment, healthcare, housing, urban development and culture;
* equipping local authorities with tools, knowledge and skills to overcome the challenges and barriers in regard to the needs of the Roma;
* improving the efficiency, effectiveness and sustainability of local policies, measures and delivery of services; and
* supporting cooperation between municipalities willing to design and implement jointly concrete integration measures and projects.

The Projects’ activities will take place in **6 (six) countries: Bulgaria, Czech Republic, Hungary, Italy, Romania and Slovakia in number of municipalities in each country.**

In each country, a National Support Team will be formed, consisting of one or more National Project Officer(s), National Facilitators’ Coordinator and a number of Facilitators.

*Object of the consultation*

The Council of Europe is organising **a call for tenders** with a view to awarding a Framework Contract (hereafter referred to as the “Contract”) for consultancy services within the framework of the Projects in **Bulgaria**. This call relates specifically to consultancy services to be provided by Providers who will act as **Facilitators**.

The Projects will be implemented in a number of municipalities in Bulgaria, selected according to the presence of Roma communities and willingness to participate in the Projects. Each facilitator may be asked to work with **up to three municipalities**. Orders will be addressed to Service Providers on an “as needed basis”, respecting the order of the established ranking list, throughout the duration of the framework contract. The Council of Europe is not bound, through this framework contract, by a minimum purchase requirement. Therefore, the selection of a Service Provider will not give rise to a right for the Service Provider concerned to be awarded subsequent orders. Tenderers are invited to read the ordering conditions, as indicated in Article 4.1 of the Legal Conditions (See Act of Engagement) and set out in section E below.

The Council will select through this call a maximum of 15 (fifteen) Providers, provided enough offers fulfil the criteria indicated below.

The contract is concluded until 31 December 2017. In the event that the Project is prolonged by the donor, this contract may be renewed on a three-monthly basis, but cannot be prolonged beyond 30 June 2018.

The Contract is currently estimated to represent up to 100 activities, to be held in 2017.

This estimate is for information only and shall not constitute any sort of contractual commitment on the part of the Council of Europe. The Contract may potentially represent a higher or lower number of activities, depending on the evolving needs of the Organisation. **Under no circumstances will the total (cumulative) cost of the contract exceed 55,000 EUR (tax exclusive).**

*Expected services*

The Provider, acting within the role of a Facilitator, will undertake a **facilitating function** in relation to the implementation of the project activities at **municipal level** in Bulgaria. In particular, he/she will act as a conduit between Roma Communities on one hand, and the Municipal authorities on the other hand, and will work to ensure effective implementation of activities in one or more municipalities, as applicable.

The selected Provider/s may be asked to provide the following types of services throughout the duration of the contract:

1. **Drafting and preparing work plan proposals**for the implementation of the municipal level Project activities in the relevant municipality(ies) in Bulgaria for which the Provider is responsible, and helping finalise these documents, together with National Facilitators’ Coordinator;
2. **Planning, organisation and facilitation of meetings**, within the relevant municipality(ies) for which the Provider is responsible, and in consultation with National Project Officer and National Facilitators’ Coordinator, in particular meetings of Community Action Group (CAG), meetings with Local Administation (LA) of a given municipality, and Joint meetings of CAG and LA, including: establishing and developing contacts with stakeholders; identifying opportunities for meetings to develop effective cooperation and dialogue between them in regards to project implementation; helping with the planning and organisation of those meetings; and, where applicable, facilitating the drafting/revision process for the adoption of Joint Action Plans and their inclusion into the Local Strategy of the relevant municipality(ies).
3. **Planning, organisation and facilitation of other events and activities** within the relevant municipality(ies) for which the Provider is responsible, including identifying relevant opportunities and topics for events, identifying participants, and helping with the planning and organisation of those events;
4. **Drafting activity reports** regarding the activities carried out during the relevant reporting period within the relevant municipality(ies) for which the Provider is responsible, ensuring reporting obligations, quality of reports, uploading the reports in the online system within 7 days after the activity takes place, reviewing reports upon feedback from the Secretariat within 7 days;
5. **Training/coaching**, including identifying needs for capacity development and technical assistance to stakeholders at the local level within the relevant municipality(ies) for which the Provider is responsible, including local level training and coaching (CAG and LA), planning and organising training, workshops and roundtables, securing the participation of local partners/speakers and ensuring the quality and relevance of these activities, proposing improvements where necessary;
6. **Attending and representing the Project at events**, at the municipal level within the relevant municipality(ies) for which the Provider is responsible, in close cooperation with National Facilitators’ Coordinator and National Project Officer, including those mentioned in paragraphs 2.1–2.3 above and any other events, such as conferences, workshops, trainings, meetings organised by local NGOs, international organisations or donor organisations, which are relevant to the subject matter of the Project;
7. **Research and collection of information** within the relevant municipality(ies) for which the Provider is responsible, including collecting and providing information about municipal action plans/local development plans/initiatives; information relevant for trimestral municipal reports, updates of municipality pages of the Programmes, for conducting surveys and assessments, providing information on relevant developments in the field of social inclusion and work with vulnerable groups in the relevant municipality(ies) and other relevant developments, for improvement, adjustment, development of ROMACT strategy and work plans at municipal levels;

In terms of **quality requirements**, the selected Service Providers must ensure*, inter alia*, that:

* The services are provided to the highest professional/academic standard;
* Any specific instructions given by the Council – whenever this is the case – are followed.

1. FEES

Tenderers are invited to indicate their daily fee, by completing and sending the table of fees, as attached in Section A to the Act of Engagement. This daily fee is final and not subject to review. Tenders proposing a fee above the exclusion level indicated in the Table of fees will be **entirely and automatically** excluded from the tender procedure.The Council will indicate on each Order Form (see Section E. below) the global fee corresponding to each deliverable, calculated on the basis of the daily fee, as agreed by this Contract.

Tenderers are informed that the daily fee they propose shall not be deemed **to cover any travel, accommodation or subsistence expenses** relevant for the execution of the contract. Those expenses should be covered by the organisation/service provider supporting the implementation of ROMACT in Bulgaria. **No extra travel, accommodation or subsistence costs will be covered by the Council within the scope of the contract**.

1. HOW WILL THIS FRAMEWORK CONTRACT WORK? (Ordering)

Once this consultation and the subsequent selection are completed, you will be informed accordingly. Services will then be carried out on the basis of Order Forms submitted by the Council to the selected Service Provider(s), by post or electronically, on **an as needed basis**.

Purchase of deliverables shall be carried out on the basis of orders submitted by the Council to the Service Provider, by post or electronically. The ordering procedure is defined in Article 4.1 of the Legal Conditions (See Act of Engagement).

Prior to the ordering of services, agreement will be reached in writing between the Council and selected Service Providers in relation to the municipalities in which the selected Service Providers will work, in accordance with the following paragraphs.

Selected Service Providers will be offered a framework contract to work with a maximum of 3 (three) municipalities each. While respecting the ranking list established as a result of this tendering procedure, the Council reserves the right to propose to the selected Service Providers which municipalities they will work with, at its absolute discretion, based on their place of residence or professional activity (in order to minimise the travel costs of the Projects), their experience with the community/municipality concerned and/or their adaptability to the context. For the purpose of allocating the municipalities, the address provided on page 1 of the Act of Engagement will be taken as the place of residence or professional activity.

Service Providers will be entitled to accept or refuse the municipalities proposed. The Council may decide to propose alternatives; however the Service Provider shall not have the automatic right to be proposed an alternative in lieu of any municipalities which they refuse.

Orders will be addressed in priority to the Service Provider ranked highest on the tender list for the duration of the contract. Other Service Providers will be proposed the remaining municipalities, by order of ranking. Thus the first-ranked Service Provider may be offered 1 (one), 2 (two) or 3 (three) municipalities, the second-ranked Service Provider may be offered 1 (one), 2 (two) or 3 (three) municipalities, and so on down the list, until all municipalities are allocated. The Council reserves the right to address orders to one of the following ranked Service Providers if a Service Provider refuses to work with one or several given municipalities, without prejudice to the criteria mentioned above.

The Service Providers who are not initially allocated municipalities will be called on only if the contract with one of the higher ranked Service Providers is terminated or in cases otherwise provided for in the Legal Conditions (See Article 4.1 of the Legal Conditions).

Each time an Order Form is sent, the selected Service Provider undertakes to take all the necessary measures to send it **signed** to the Council within 2 (two) working days after its reception.

The Service Provider, **if subject to VAT**, shall also send, together with the signed Form, a quote[[1]](#footnote-1) (Pro Forma invoice) in line with the indications specified on each Order Form, and including:

- the Service Provider’s name and address;

- its VAT number;

- the full list of services;

- the fee per type of service (in the currency indicated on the Act of Engagement, tax exclusive);

- the total amount per type of service (in the currency indicated on the Act of Engagement, tax exclusive);

- the total amount (in the currency indicated on the Act of Engagement, tax exclusive).

An Order Form is considered to be legally binding when the Order, signed by the Service Provider, 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.

1. ASSESSMENT

*Exclusion criteria*

(by signing the Act of Engagement, you declare on your honour not being in any of the below situations)

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.

*Eligibility criteria*

* Completed secondary education;
* Professional experience of at least three years at the international and/or national level in the field of Roma inclusion, Roma communities, policies, public administration, access to funding, social inclusion;
* Excellent oral and written Bulgarian (at least level C1 of the CEFR[[2]](#footnote-2)).

**Only bids submitted in English shall be deemed eligible.**

*Award criteria*

* Quality of the offer (80%), including:
  + Thematic knowledge and related experience in Roma inclusion field: Communities, Policies, Public administration, Access to funding, Social inclusion;
  + Experience in and knowledge of the local communities and municipalities;
  + Demonstrated ability to work in a team, strong facilitation, mediation, organisational, reporting, interpersonal, and communication skills, including English language skills.
* Financial offer (20%).

**Multiple tendering is not authorised.**

1. DOCUMENTS TO BE PROVIDED

* A completed and signed copy of the **Act of Engagement[[3]](#footnote-3)** (See attached);
* A detailed CV, preferably in Europass Format, demonstrating clearly that the tenderer fulfils the eligibility criteria;
* A motivation letter in English, demonstrating experience and expertise required;
* Three relevant referees, from current or previous employers or clients (name, surname, title, phone number or e-mail).

**Incomplete tenders will not be considered.**

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1. It must strictly respect the fees indicated in the Order Form. In case of non-compliance with the fees as indicated in the Order Form, the Council of Europe reserves the right to terminate the Contract with the Service Provider, in all or in part. [↑](#footnote-ref-1)
2. http://www.coe.int/t/dg4/linguistic/Source/Framework\_EN.pdf [↑](#footnote-ref-2)
3. The Council of Europe reserves the right to ask tenderers, at a later stage, to supply 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 exclusion criteria are met, and a certificate issued by the competent authority of the country of incorporation indicating that the fourth criterion is met. [↑](#footnote-ref-3)