

TENDER NOTICE

for the provisions of consultancy services on the evaluation of the effectiveness of the Council of Europe support to the implementation of the Convention at national level.

Reference 2015AO25

Services	Consultancy on the evaluation of the effectiveness of the Council of Europe support to the implementation of the European Convention on Human Rights at national level
Countries	Bulgaria, Moldova, Poland, Romania, Russia, Turkey, Ukraine and 'the former Yugoslav Republic of Macedonia'
Focus	Executing swiftly the Court's decisions and judgments; Creating national remedies in case Convention rights were violated; Achieving conformity of national laws and administrative measures with the Convention and with the case law of the Court; Establishing national education and training programmes.
Themes	Criminal Justice Judicial System Detention Conditions and actions of security forces
Organisation	Council of Europe Directorate of Internal Oversight
Type of contract	Consultant's contract
Estimated starting date	3 August 2015
Tender Notice Issuance date	23 April 2015
Deadline for tendering	27 May 2015

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PART I - TECHNICAL SPECIFICATIONS

Evaluation of the effectiveness of the Council of Europe support to the implementation of the European Convention on Human Rights at national level

1. Introduction

The 2015 Work Programme of the Directorate of Internal Oversight (DIO) of the Council of Europe (CoE) foresees the evaluation of the effectiveness of the CoE support to the implementation of the European Convention on Human Rights at national level. This evaluation topic has been chosen very timely in the context of the High-level Conference on the “Implementation of the European Convention on Human Rights, our shared responsibility” organised by the Belgian chairmanship of the CoE. The Brussels Declaration adopted at the end of the conference encourages “the Secretary General to evaluate the Council of Europe co-operation and assistance activities relating to the implementation of the Convention as to move towards a more targeted and institutionalised co-operation”.

These present Technical specifications define the approach of the *Evaluation of the Council of Europe support to the implementation of the European Convention on Human Rights at national level*. They set out the context of the evaluation, its purpose, objectives and scope, as well as key evaluation questions, an indicative timeframe and deliverables.

2. Background information

The European Convention on Human Rights, established an unprecedented system of international protection for human rights covering over 820 million people in 47 countries and giving individuals the possibility of applying to the European Court of Human Rights to seek justice in cases where their national system has failed.

However, the European Court is said to “have become a victim of its own success” having insufficient means of handling the immense workload.¹ Since 2010, the CoE has engaged in an ambitious reform process “to ensure the long term effectiveness of the [European] Convention System”.² This reform process was triggered by the serious problems the system was, and to some extent, still is facing concerning the huge number of applications made to the European Court of Human Rights (ECtHR), demonstrating, among other things, the insufficient implementation of the Convention at national level. (An explanation of how the Convention system works is outlined in **Annex 1**.)

The execution of judgments related to cases revealing structural problems are of prime importance (see also **Annex 2**: CM Statistics). This means the same kind of violation keeps appearing before the Court as a consequence of the national government’s failure to implement measures correctly under the supervision of the CM.

To face this challenge while safeguarding the principle of subsidiarity and the margin of appreciation has been at the heart of the reform process and the accompanying Declarations in Brussels (2015), Brighton (2012), Izmir (2011) and Interlaken (2010). This evaluation is inspired by the issues raised in these Declarations, in particular the Brussels Declaration, with its main focus on “the shared responsibility for implementing the convention, notably by making sure that ECtHR judgments are quickly and effectively put into practice.” (See **Annex 3**: Graphic Implementation of the Convention at national level)

At Brighton, the Secretary General was invited to propose to State Parties of the Council of Europe, through the Committee of Ministers, practical ways to improve (Paragraph 9g of the Declaration)

i) The delivery of the Council of Europe’s technical assistance and co-operation programmes;

¹ CoE, Oslo Conference on the long-term future of the European Court of human Rights, Proceedings Oslo 7-8 April 2014, 13.

² Council of Europe, Reforming the European Convention on Human Rights, Interlaken, Izmir, Brighton and beyond. 2014, 7.

- ii) The co-ordination between the various Council of Europe actors in the provision of assistance; and
- iii) The targeting of relevant technical assistance available to each State Party on a bilateral basis, taking into account particular judgments of the Court.

The actions in response to the reform process shall improve the execution of judgment and overall implementation of the Convention at national level which would also mean a reduced workload of the Court and a well-functioning Convention System.

There are a number of measures that may prevent the national cases coming to the European Court. These are the rapid execution of judgments, establishing effective national remedies, achieving conformity of the ECHR with national laws, and establishing national education and training programmes on the ECHR. All these elements have been integrated into the evaluation approach as indicators of effectiveness of the CoE support to the member states.

3. Evaluation purpose

The overall purpose of this evaluation is to assist the Secretary General in his preparation of proposals to the Committee of Ministers on how the delivery and the effectiveness of the CoE support can be improved.

4. Evaluation objectives

The evaluation will serve the following objectives:

Objective 1: Identifying good practices that can be replicated in the field of support to implementation of the ECHR;

Objective 2: Identifying ways to improve the working methods, tools and structures used for supporting the implementation of the Convention and execution of judgments, in particular to make cooperation and assistance activities more focussed;

Objective 3: Identifying areas where cooperation and coordination between various CoE bodies engaged in the implementation of the ECHR can be improved by identifying possibilities for synergetic action inside the Council of Europe;

Objective 4: Identifying areas for improvement of co-ordination and co-operation at national level;

Objective 5: Identifying areas for improvement of cooperation with other international organisations.

5. Evaluation scope

For the purpose of this evaluation, the term *Council of Europe support* will be used in a larger sense than projects. Thus, it will analyse the CoE support to the national implementation of the Convention provided by various CoE entities between 2012 to 2015 that help member states to fulfil their obligations under the Convention (see **Annex 4:** Support provided by entity).

The evaluation will focus on the effectiveness of the CoE support to achieve results in the following four areas, covering both the preventive aspects and the execution of judgments:

- 1) Executing swiftly the Court's decisions and judgments
- 2) Creating national remedies in case Convention rights were violated;
- 3) Achieving conformity of national laws and administrative measures with the Convention and with the case law of the Court;
- 4) Establishing national education and training programmes.

These four areas are closely related to the implementation of the CM recommendations mentioned in **Annex 5**. The recommendations point out which national capacities and practices are required to safeguard the Convention and to execute the ECtHR judgments.

The **geographical** scope of the evaluation is defined by the selected cooperation projects relevant for the execution of Court judgments. In response to the reform process the Directorate General for Human Rights and the Rule of Law since January 2014 is keeping a record of assistance and cooperation projects that are relevant for the execution of judgments.³ Projects are classified in three categories, directly addressing, contributing or facilitating the executions of judgments.⁴ These three categories are relevant for the evaluation.

A previous desk study helped to define the scope of this evaluation identifying the sample of projects relevant for the execution of judgments. (See **Annex 6** for list of relevant projects based on the above mentioned criteria.)

The following **themes** are covered by these projects:

- Conditions of detention and actions of security forces
- Judicial System
- Criminal Justice

The consultant shall provide one report for each of the thematic areas mentioned above with supporting country-level and project-level evidence in accordance with the Technical specifications.

The following **countries** are covered by these projects:

Bulgaria, Moldova, Poland, Romania, Russia, Turkey, 'the former Yugoslav Republic of Macedonia' and Ukraine.

Additionally, DIO will conduct a study on thematic areas not covered by projects and countries not supported through projects but with a certain percentage of ECtHR cases under enhanced supervision of the Committee of Ministers. These concern the thematic areas Freedom of expression and Property rights and the countries Italy, Greece and UK. (See also **Annex 2** CM Statistics).

³ SG/Inf (2012)34rev.

⁴ Projects will also be classified in categories as follows:

- cooperation projects directly or exclusively addressing the execution of a judgment (or a group of judgments) of the European Court of Human Rights (e.g. creation of an effective remedy in the domestic legal order following a pilot judgment of the Court);
- cooperation projects aiming at facilitating reforms or building national capacities that will contribute to an effective execution of a judgment or group of judgments of the Court (e.g. projects that aim at improving knowledge of the ECHR and the case-law of the Court; reform of a procedural code facilitating the acceleration of domestic procedures; improving the domestic capacities of the bailiffs' system to achieve better execution of domestic judgments);
- projects that create a legal and institutional environment that may facilitate the execution of judgments of the Court (e.g., projects that aim at improving the situation of specific groups such as minorities and vulnerable groups).

6. Evaluation criteria and draft evaluation questions

The evaluation will look into the effectiveness of the support to the implementation of the Convention at national level.

Criterion: **Effectiveness**

The main evaluation question is:

- To what extent has the CoE support to the implementation of the ECHR at national level been effective?

The sub- evaluation questions are:

- To what extent does CoE support effectively contribute to the swift execution of Court decisions and judgments?
- To what extent does CoE support effectively contribute to the creation of national remedies in case Convention rights have been violated?
- To what extent does CoE support effectively help to achieve conformity of national laws and administrative measures with the Convention and with the case law of the Court?
- To what extent does CoE support effectively result in the establishment of national education and training programmes?
- To what extent does CoE support effectively target the main underlying (structural) problem(s) at national level?

7. Evaluation team

The evaluation team will be composed of:

- One DIO evaluator plus the Head of the evaluation division as team leader (DIO team);
- International consultant selected through this call for tenders;
- Additionally DIO may decide to engage national resource persons on the Convention system for the joint data collection phase and/or review of preliminary findings. The international consultant and the national resource persons are expected to work closely together.

The DIO team will manage and oversee the evaluation, including:

- Undertaking all relevant desk studies and document analysis;
- Guiding the international consultant on the expectations of the DIO and CoE stakeholders;
- Guiding the international consultant in her/his data collection and analysis;
- Facilitating the international consultant's access to CoE data and resource persons;
- Reviewing, commenting and validating the inception report, project reports, thematic reports and synthesis report, as well as corresponding presentations to the Reference Group;
- Convening and facilitating the Reference Group meetings;

- Presenting reports to the Reference Group, jointly with the international consultant;

The International Consultant will:

- Elaborate a proposed detailed evaluation methodology and the corresponding evaluation matrix;
- Conduct data collection on 1 theme in 5 countries in 2015 and 2 themes in 3 countries in 2016;
- Draft the inception report, projects reports, thematic reports and the synthesis report;
- Present the inception report, thematic reports and the synthesis report to the Reference Group, jointly with the DIO evaluator and the team leader.

The international consultant will be accompanied by a DIO staff member in country visits to the selected field locations.

The common methodology developed as a result of the inception phase, as well as regular exchange of data and draft reports will ensure a harmonised approach to data collection and analysis within the evaluation team. It should be noted that the methodology for the 2016 evaluation part might need to be adopted based on findings and experiences of the evaluation in 2015.

8. Evaluation Methodology

The evaluation will be divided into three phases:

- The **Inception phase**, during which the DIO team will map the scope and stakeholders of the evaluation, and refine its methodology and the consultant will present the inception report;
- The **data collection phase**, during which the evaluation team (DIO and international consultant and national resource person) will collect data in a structured manner aiming at answering the evaluation questions;
- The **data analysis and reporting phase**, during which the DIO and international consultant, in cooperation with national resource persons will review, analyse and interpret the data. The international consultant will provide the report for the first theme in 2015.

Inception phase

The DIO team has conducted a first summative desk study, in order to:

- Map the existing landscape of support activities in the CoE;
- Map stakeholders within the CoE;
- Map stakeholders in a country concerning a specific theme;
- Plan and schedule the implementation of the different phases of the evaluation.

DIO will prepare a fact sheet per country which serves as preparation for the consultant's country visits.

At the end of the inception phase, the international consultant will submit an **inception report** of maximum 15 pages (around 6750 words) plus annexes. The inception report will include:

- Refined and final evaluation questions;
- Confirmation of projects selected;
- A detailed evaluation matrix (**Annex 7**);
- A refined typology of stakeholders;
- A detailed work plan and schedule for data collection and data analysis (in the form of a Gantt chart);
- A full-fledged methodology for data collection including list/types of documents to be requested from MAEs, questionnaire(s) and/or for semi-structured interviews, list/types of envisaged survey respondents and/or interviewees, envisaged data collection tools and their justification.

The international consultant will present the inception report to the Reference Group in a meeting in Strasbourg. The inception report will be reviewed and validated by DIO based on the quality assurance checklist for inception reports (**Annex 8**). These steps constitute preconditions to proceed with the data collection phase.

Data collection phase

The data collection phase has started with the desk research by the DIO team which helped mapping stakeholders and types of support provided.

The evaluation team, which includes DIO staff and the international consultant, may conduct interviews with other stakeholders (e.g. representatives of permanent representations to the CoE, of other international organisations or of civil society organisations involved implementation matters).

The evaluation team will then conduct field missions to countries for which thematic case studies were selected. The list of countries for 2015 and 2016 includes:

Bulgaria, Moldova, Poland, Romania, Russia, Turkey, ‘the former Yugoslav Republic of Macedonia’ and Ukraine.

For **2015** the following **countries** have been selected:

Bulgaria, Poland, Romania, Russia, ‘the former Yugoslav Republic of Macedonia’.

During the missions, the evaluation team will hold semi-structured interviews with stakeholders including at least:

- CoE staff in the headquarters and in the field offices
- Representatives of national authorities involved in implementation matters
- Representatives of relevant ministries (e.g. Ministry of Justice)
- Legal professionals involved in implementation matters
- Members of the national parliament
- Representatives of the judiciary
- Representatives of National Human Rights Institutes
- Representatives of the civil society

The DIO team will prepare a list of persons to be interviewed for each country which the international and national resource person may comment and add new stakeholders as necessary.

Data analysis and reporting phase

The international consultant will analyse the data based on projects, data collected from interviews and will prepare project reports, on which the relevant stakeholders will be consulted.

The international consultant will review, sort and synthesise the data collected using the indicators outlined in the detailed evaluation matrix and the methodology designed in the inception phase and validated by the Reference Group.

Project reports will be around 10 to 15 pages (4500 to 6750 words).

A 2015 thematic report (around 20-25 pages, 9000 to 11250 words) will draw conclusions based on the theme selected for this round and make recommendations to the Secretary General and various CoE entities as relevant, on how the CoE, as a whole, can better support member states in fulfilling their obligations under the ECHR.

Reference group

At the start of the evaluation, DIO will establish a Reference Group composed of main stakeholders in the CoE. The Reference Group will comment on the inception report, the thematic case studies and the draft synthesis report, with particular focus on the usefulness and feasibility of the draft recommendations.

The consultant is expected to participate and prepare presentations to all the Reference Group meetings.

Deliverables in 2015 and 2016

The consultant shall provide the following deliverables

- 1 Inception Report, up to 6 Project reports and 1 thematic report in 2015;
- Up to 8 Project Reports, 2 Thematic reports and 1 Synthesis report in 2016, covering 2015 and 2016.

An indicative reporting structure for the thematic studies and the synthesis report is presented in **Annex 9**.

9. Provisional schedule (2015-2016)

Outputs	Date
Submission of draft inception report	31 August 2015
First Reference Group meeting	Mid-September 2015
Approval of inception report	Mid-September 2015
Field visits and project reports on Detention Conditions and actions of security forces in Bulgaria, Poland, Romania, Russia, and 'the former Yugoslav Republic of Macedonia'	Mid-September – mid November 2015
Draft thematic report	27 November 2015
Second Reference Group meeting	4 December 2015
Final thematic report	15 December 2015
Final synthesis report covering 2015-2016	31 October 2016

Estimated workload

Year 2015

1 theme in 5 countries: 20 mission days + 20 days of preparation and writing= 40 days

Year 2016

2 themes in 3 countries: 18 mission days + 27 days of preparation and writing= 45 days

Total of 85 days

Annex 1: The Convention System: how does it work?

- a) Weakening the effectiveness of human rights protection is a strategic risk factor for the Organisation for achieving its aim

The Convention for the Protection of Human Rights and Fundamental Freedoms was adopted in 1950 and entered into force in 1953. The fact that it was adopted only one year after the adoption of the Statute of the Council of Europe in 1949 shows the importance the founding members gave to the effective protection of human rights for the success of the Council of Europe as a whole.

The Preamble of the Convention, which combines Articles 1a and 1b of the Statute, attests to this fact:

‘the aim of the Council of Europe is the achievement of greater unity between its members and that one of the methods by which that aim is to be pursued is the maintenance and further realisation of human rights and fundamental freedoms’.

Hence the maintenance and further realisation of human rights and fundamental freedoms is presented as a significant strategic objective for achieving the aim of the Council of Europe. This means that not achieving this objective creates a significant risk for not achieving the organisation’s general aim and purpose.

- b) Responsibility for protecting rights and freedoms: the principle of subsidiarity

The legal framework for the principle of subsidiarity is provided for in Article 1 of the ECHR which requires the High Contracting Parties (HCP) to “secure to everyone within their jurisdiction the rights and freedoms defined in Section 1 of this Convention”. This is reinforced by Article 13 which entails the right to an effective remedy before a national authority for everyone whose rights and freedoms as set forth under the Convention are violated. Moreover, Article 35 (1) defines that “the Court may only deal with the matter after all domestic remedies have been exhausted”. This exhaustion of national remedies is an important criterion for admitting individual applications (Article 34) received by the Court.

Therefore, “subsidiarity as expressed in the Convention comprises two elements: an obligation for the states to implement the Convention guarantees, [...] and an obligation for the Court to allow the national authorities to have the fullest opportunity to address a Convention complaint, however grievous, before it can examine the matter itself.”⁵

The Court judgments are declaratory, that is, it makes a judgment whether a Convention article has been violated or not and, if it is the case and if it deems necessary, determines a just satisfaction in line with the subsidiarity principle. In principle it cannot ask to repeal laws and overturn administrative decisions.

The Court leaves states a margin of appreciation in respect of the choice of method and means in implementing judgments which are binding under international law. This was also addressed at the Brighton Conference: “the High Contracting Parties, in accordance with the principle of subsidiarity, have the primary responsibility to secure the rights and freedoms defined in the Convention and the protocols thereto, and in doing so they enjoy a margin of appreciation, subject to the supervisory jurisdiction of the European Court of Human Rights established by this Convention”⁶

Through Article 46 (1) ‘the HCPs undertake to abide by the final judgment of the Court ...’ The Committee of Ministers (CM) has the collective responsibility to supervise the execution of the

⁵ ECtHR, Background paper, Seminar to mark the official opening of the judicial year, 30.01.2015, 1.

⁶ Brighton Declaration, Point 3

judgments (Article 46-2) and may refer to the Court matters requiring a ruling on the interpretation of judgments (Article 46 – 3). The CM may also start infringement proceedings if a HCP refuses to abide by a final judgment after having consulted the Court (Articles 46- 4 and 46-5).

c) The Convention system and its actors: who are the direct stakeholders?⁷

The main actors in the Convention system are also the stakeholders in the planned evaluation. It is important to identify relevant stakeholders at the very beginning of an evaluation as their advice and expectations affect the evaluation and in turn, they will be affected by the results of the evaluation. Therefore, their early involvement can benefit the implementation of recommendations following the evaluation.

The key entities in the Convention system are the Court, the High Contracting Parties (as applicant or respondent states) and the Committee of Ministers.⁸ Of particular importance is also the Execution Department in its dual role of assisting the CM to supervise the execution of judgments and also supporting the Member States in executing the judgments by organising meetings and roundtables and carrying out projects to directly facilitate the execution of judgments. Other entities involved include the Commissioner for Human Rights who can submit written comments and take part in hearings (Third party intervention, Article 36). The Commissioner also writes reports on his country visits highlighting human rights issues and issues opinions and press releases. The Secretary General can inquire how internal law of member states ensures the effective implementation of any provisions of the Convention (Article 52). Neither the Commissioner for Human Rights nor the Secretary General has locus standi that is they cannot bring cases to the Court.

Concerning in particular the reform of the Court, the Steering Committee for Human Rights (CDDH) has several subordinate groups working on the reform of the Court. The CDDH also publishes guides of good practices including a toolkit explaining how the Convention system works.

The Parliamentary Assembly has a significant role in terms of electing judges (Article 22) and when requested by the Committee of Ministers, the Assembly gives its opinion on draft conventions prior to their final adoption (as for instance on the draft Protocol 14 bis to the Convention for the Protection of Human Rights and Fundamental Freedoms). Moreover, the PACE is emphasising the role of parliaments in implementing ECHR standards. This has also been mentioned throughout the Brighton conference.⁹ Since 2006, the PACE has taken a more proactive approach and undertakes visits to a selected number of State Parties with major structural problems, followed by the adoption of reports and resolutions on the execution of judgments. Further, Resolutions (e.g. on the Interlaken Process), and Recommendations such as on the long-term effectiveness of the Court and problems related to the execution of judgments have been adopted.¹⁰ Lastly, the Secretariat of the PACE provides training for legal officers who provide legal advice to parliamentary committees as laws are developed and during the process of the execution of judgments.

At national level, the effectiveness of the judiciary is the backbone of effective Convention implementation and execution of judgments. The role of government agents, primarily defending the

⁷ The list of actors is not exhaustive. They also include a wide range of monitoring mechanisms and entities such as CPT, CEPEJ, Advisory Committee for Minorities, GRETA and ECRI. There are also special institutions such as the European Consultative Councils of Judges and Prosecutors.

⁸ More information on these entities has been provided above in Annex 2, 1) and 2. Thus, the length of description per entity does not reflect their importance within the Convention system.

⁹ see High Level Conference on the Future of the European Court of Human Rights, Brighton Declaration, 20 April 2012, paras 9 c) ii); 29 a) iii); and 29 e).

¹⁰ See e.g.: Resolution 1914 (2013) "Ensuring the viability of the Strasbourg Court: structural deficiencies in States Parties"; Resolution 1856 (2012) "Guaranteeing the authority and effectiveness of the European Convention on Human Rights"; Resolution 1823 (2011) National parliaments: guarantors of human rights in Europe; Resolution 1787 (2011) "Implementation of judgments of the European Court of Human Rights."

position of the respondent state and partly also advising on execution measures is critical to the functioning of the Convention system as a whole. The National Human Rights Institutes (NHRI) and the civil society, in particular in the process of execution of judgments make also important contributions in this respect. Moreover, also national parliaments can play a crucial role by for instance ensuring the compatibility of draft laws, existing legislation and administrative practice with Convention standards or by establishing mechanisms to oversee the implementation of Court judgments.¹¹

Last, but not least, project managers, the European Union, the Execution Board of the Human Rights Trust Fund and other donors also play a role in enhancing the capacity at national level for improving the protection of the human rights protection system.

d) The Convention procedure

The Court intervenes through the applications lodged to the Court. The states, individuals, NGOs¹² and group of individuals can bring their cases to the Court. In a summary form, the procedure is as follows: the applications are filtered using admissibility criteria listed in Article 35. If a case cannot be resolved by friendly settlement between an applicant and a respondent state, the latter can issue a unilateral declaration recognising the violation of Convention rights. In this case, the Court strikes out the case. The execution of the terms of friendly settlements is supervised by the CM, unlike the execution of unilateral declarations. If the path of friendly settlement is not taken, the Court delivers its judgment and where appropriate decides the terms of the just satisfaction. The cases are closed through a CM Resolution.

Currently, more than 10.000 judgments are pending before the Committee of Ministers, 1.500 of these are leading cases.¹³ "The first case which reveals a new structural problem, whether important or not is called 'leading case'. The following cases concerning the same problem are called 'repetitive cases'. In order to facilitate the supervision of execution, several interconnected leading cases may be grouped."¹⁴ Thus, a single leading case can have several hundred repetitive cases attached. These statistics and also the uncertain number of applications waiting before the Court that may result from the same unresolved structural problem, underline the importance of the effective execution of judgments at national level.

e) How are the Convention rights secured?

Taking into account the principle of subsidiarity mentioned under point 2 above, there are three main ways to secure Convention rights:

- 1) There is a national system that systematically checks the conformity of laws and administrative measure with the Convention and with the case-law of the Court.
- 2) National remedies are in place in case Convention rights are violated.
- 3) The Court's decisions and judgments are swiftly executed fulfilling states' obligations arising from them.

¹¹ PACE, Resolution 1516 (2006)1, Implementation of judgments of the European Court of Human Rights.

¹² NGOs can bring cases to the ECtHR if they self as organisation are the victim of a violation. An NGO as representative for a victim is restricted to exceptional circumstances of a case, such as the victim is being suffering from severe mental disability. See e.g.: Centre For Legal Resources On Behalf of Valentin Câmpeanu vs. Romania.

¹³ CM, 8th Annual Report 2014, 30-31.

¹⁴ CM, 8th Annual Report 2014, 28.

Following from these three points above, the effectiveness by which Convention rights are protected depends on:

- a) the member states' legal traditions (monist or dualist), the place of the Convention in the hierarchy of the domestic legal order, as well as the national legal, political and administrative measures in place to protect human rights;
- b) The quality and rapid delivery of the Court's judgments;
- c) The efficiency and effectiveness of the collective supervision of the Committee of Ministers of the execution of Judgments;
- d) Political, administrative, legal and financial readiness of member states to execute judgments.
- e) The current problems facing the Convention system and solutions

Inadmissible and repetitive cases

The Court's effectiveness, its role and its future is the subject matter of continued debate in academic circles, among legal professionals, the judges of the ECtHR themselves, various CoE entities, government agents, diplomats and NGOs. On the more strategic side, the debate concentrates on whether the Court should abandon its dual role, being on the one hand a constitutional instrument creating a public legal order through cases that it will select to adjudicate, and on the other hand a Court that systematically delivers individual justice as a last resort. This type of discussions is triggered by the magnitude of the case load of the Court and a view that there are limits to incremental reforms and a historic decision has to be taken on the future of the Court.

What determines the effectiveness of the system is outlined under section 5 above which concerns mainly the responsibility of member states and influences the efficiency of the process as it relates to the execution of judgments.

In the light of the above mentioned, one has to notice that the reform process starts delivering positive results considering the Court's statistics.¹⁵ For instance the number of new applications was reduced by 15% to 56,250 from 2013 to 2014 due to the application of the new Rule 47, which entails stricter conditions on applicants before the Court examines an application. The single judge formation created by Protocol 14 has helped to accelerate the filtering process, bringing down the backlog¹⁶ to 40,400 (a decrease of 37% compared to January 2014). The number of applications pending was reduced by 30% since January 2014 (69,900). However, the Court indicates that 50% of these cases are repetitive and are, according to Judge Spielmann, the President of the Court, the main remaining problem of the Court. Their underlying systemic problem or lack of domestic remedies require general measures at domestic level that are adequately implemented and so prevent further violations of the same kind. In the latest Report on the Interlaken Process and the

¹⁵ ECtHR, The Interlaken Process and the Court (2014 report), Doc. No. 4967549.

¹⁶ Applications will belong to the "backlog" if they do not comply with the Brighton criteria. That means that an application which has not been dealt with for the first time within one year would form part of the backlog. Equally, an application which has been communicated to the Government and which thereafter has not been finally disposed of within two years from the date of communication would also be part of the backlog. See also the Court's Priority Policy: http://www.echr.coe.int/Documents/Priority_policy_ENG.pdf ; and Rule 41 of the Court: Order of dealing with cases: In determining the order in which cases are to be dealt with, the Court shall have regard to the importance and urgency of the issues raised on the basis of criteria fixed by it. The Chamber, or its President, may, however, derogate from these criteria so as to give priority to a particular application. http://www.echr.coe.int/Documents/Rules_Court_ENG.pdf.

Court, the Court “reiterates its conviction that this problem [...] must be remedied by the states directly concerned, and the Committee of Ministers in its supervisory role.”¹⁷

Further on the Court side, the pilot judgement procedure has been developed in response to Resolution Res (2004)3 of the CM on judgments revealing an underlying systemic problem. Thus, it was developed out of necessity due to the problem of dealing with judgments related to a systemic problem likely to give rise to numerous applications (Court Rule 61). In the Declaration during the adoption of Protocol 14, the CM gave support to the Court to assist states and the CM in finding an appropriate solution and to notify such judgments to the PACE, Secretary General, and the Human Rights Commissioner.

On the collective control side, the CM according to the Rules of the Committee of Ministers for the supervision of the execution of judgments and of the terms of friendly settlements “shall give priority to supervision of the execution of judgments in which the Court has identified what it considers a systemic problem in accordance with Resolution Res (2004)3 of the Committee of Ministers on judgments revealing an underlying systemic problem.”¹⁸ In 2011, as a follow up to the Interlaken Action Plan, the CM decided to introduce a twin-track supervision system (standard and enhanced procedure) where pilot judgments and those disclosing major structural and/or complex problems are part of the enhanced procedure.

f) Execution of Judgments: Measures available to the CM¹⁹

In cases states fail to implement judgments of the Court in a timely manner the following measures are available to the CM:

I. Action plans/reports

The main tool available in case of delay in the presentation of action plans/reports or in their implementation or in case of unsatisfactory content is the exercise of peer pressure at Committee of Minister’s meetings as developed below.

The effectiveness of this tool depends notably on:

- a) the regular follow-up carried out by the Department for the execution of judgments;
- b) the possibility of scrutiny offered through the rapid dissemination of such plans/reports to delegations, as well as of any other information received regarding the development of the execution process;
- c) the possibilities offered to applicants and civil society to contribute through written communications;
- d) a special procedure has been foreseen to ensure the timely production of action plans. The procedure is the same whether the case is under standard or enhanced supervision and involves a standard letter of reminder, supplemented, if no information continues to be given, with a proposal that the issue be deferred to the CM for discussion.

¹⁷ ECtHR, The Interlaken Process and the Court (2014 report), Doc. No. 4967549.

¹⁸ CM, Rules of the Committee of Ministers for the supervision of the execution of judgments and of the terms of friendly settlements (Adopted by the Committee of Ministers on 10 May 2006 at the 964th meeting of the Ministers’ Deputies), <https://wcd.coe.int/ViewDoc.jsp?id=999329>.

¹⁹ CM/Inf/DH(2012)41, Tools available to the Committee of Ministers to supervise the execution of judgments and possible developments of these, 27 November 2012.

II. Early information of delay

Where time-tables indicated in action plans/reports are not respected or new developments otherwise intervene, adequate responses should be organised and a revised action plan/report presented.

Under standard procedure such a situation will first of all lead to increased bilateral contacts between the respondent State and the Department for the execution of judgments to identify ways of overcoming any problems revealed. If necessary the case may be proposed for transfer to enhanced supervision. Proposals for such transfers may also be made by other States.

If the transfer is accepted by the CM, or the case concerned by the delay is already under enhanced supervision, the situation will be closely followed by the CM, where necessary through specific CM action following the inclusion of the case on the order of business of one of its meetings.

III. Continuing delay: peer pressure

In case of continuing delay, the CM may engage a series of actions to raise the visibility of the problem and bring it clearly to the attention of relevant national decision-makers and stake-holders. Such actions are regularly preceded by increased contacts with the Department for the execution of judgments to investigate different ways of overcoming problems identified.

The main tools to increase peer pressure are:

- a) CM pressure during meetings and/or explicated in the form of decisions, allowing the CM, depending on the circumstances, to encourage rapid adoption of reforms, or to denounce shortcomings observed and urge for rapid remedial action. Such decisions may invite domestic authorities to take certain actions within specified time limits;
- b) More frequent examination of the case.

Experience suggests that in the majority of cases this kind of peer pressure is sufficient to overcome problems, especially where it is combined with recourse to different forms of targeted or other assistance activities or programmes.

If concerns reach, nevertheless, a certain level of seriousness, notably in the light of important numbers of repetitive cases, the Committee may engage a number of additional activities to help ensure compliance:

- a) Expressing, through the adoption of interim resolutions for the attention of both national and international authorities, the CM's disquiet on account of the negligence/delay established and urging action and/or providing clearer indications as to execution measures expected, including as regards time frames to be respected;

b) Action by the Chair at the request of the CM:

- i. Letters from the Chair of the Ministers' Deputies to the representative of the respondent State;
- ii. Letters from the Chair of the CM to the Minister of Foreign Affairs of the respondent State;
- iii. Raising problems/concerns at high level meetings.

In addition to the above means, the CM has sometimes found it appropriate to have recourse to:

a) Press releases;

b) Public statements by the Chair on behalf of the Committee.

IV. If the non-respect persists:²⁰

- issue a formal warning, through a further interim resolution, that continued manifest non respect for the state's obligation to comply may lead the Committee to conclude that the State does not respect its obligations as member State of the Council of Europe, and, if appropriate, also to the institution of infringement proceedings;

- appeal to the authorities of member states to take whatever action they deem appropriate to ensure execution; for example:

- diplomatic activity in relevant multilateral fora (EU, UN, OSCE and others...);

- bilateral diplomatic initiatives;

- instruct Steering Committees not to allow the defaulting state to assume any leading role in inter-governmental co-operation by holding positions as Chair or being represented in committee bureaux;

- refusal to permit important political events to be organised (e.g. ministerial conferences) in the defaulting state;

- refusal to permit the state concerned to assume leading positions at the level of the Organisation (notably the Chairmanship of the Committee, positions in the Bureau, or chairmanship of Rapporteur Groups).

V. Where all other means have failed: sanctions or other forcible measures

- adopt a further interim resolution declaring that the respondent State is violating its obligations as a High Contracting Party to the Convention and as a member State of the CoE; or if appropriate,

- engage infringement proceedings before the Court;

- consider the measures to be taken in response to the violation, e.g.:

- appeal to the authorities of member states to:

- engage diplomatic sanctions of different kinds (e.g. annulment of state visits, etc.);

- contribute towards enforcing the obligations of the defaulting state (e.g. freezing of assets, etc.);

- examine the breach under Article 8 of the Statute of the CoE with a view to suspending the rights of representation for as long as the breach continues;

- and/or, finally,

- request the respondent State to withdraw from the CoE;

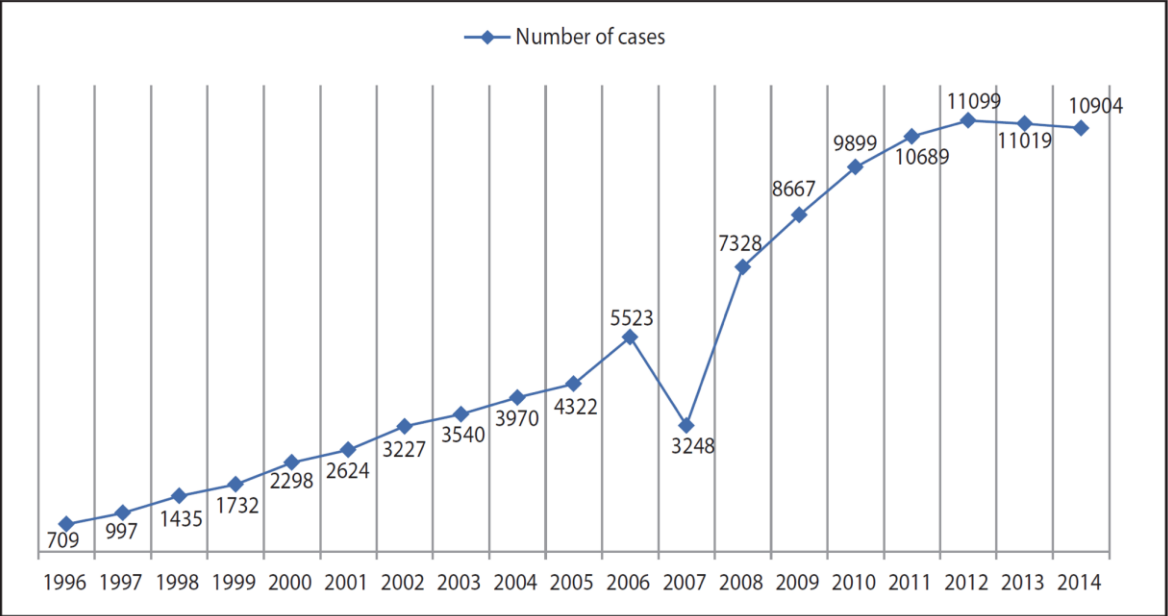
- exclusion from the CoE.

²⁰ CM/Inf/DH(2006)18 23 March 2006.

Annex 2: CM Statistics (CM, 8th Annual report, 2014)

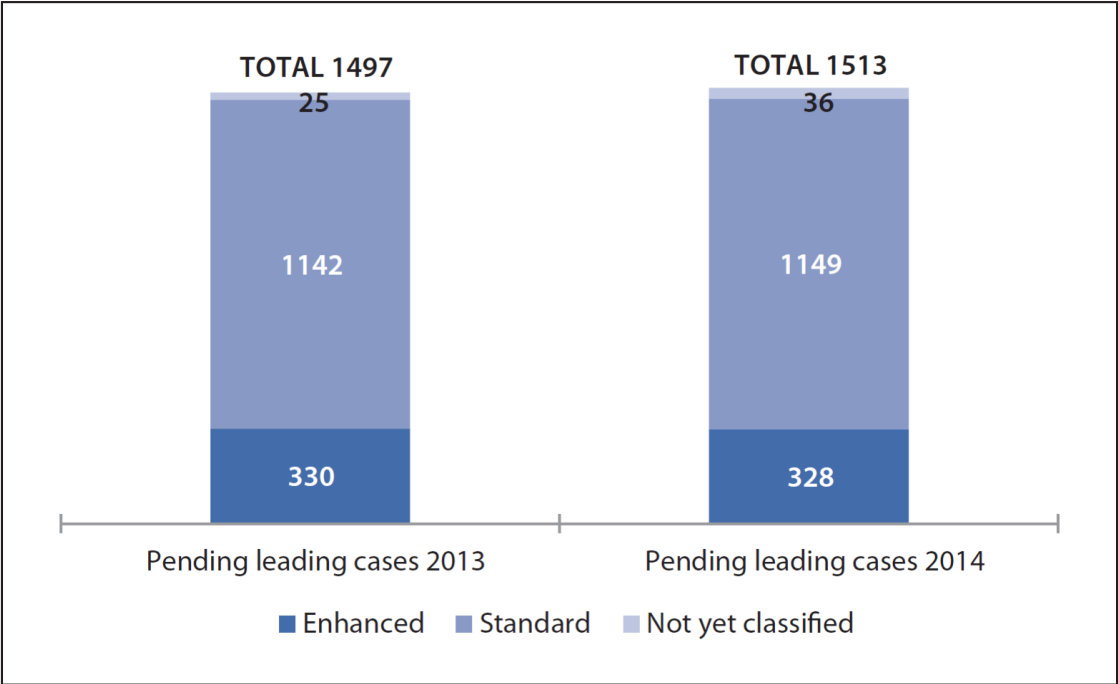
p.27

Development in the number of cases pending at the end of the year, from 1996 to 2014

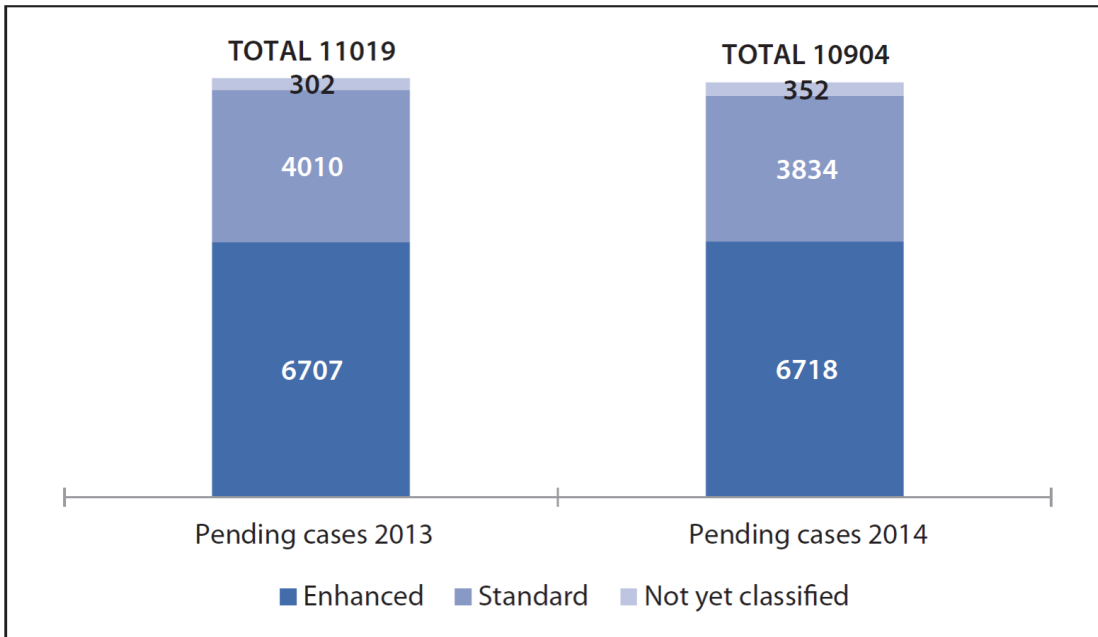


Pending cases (p. 28f)

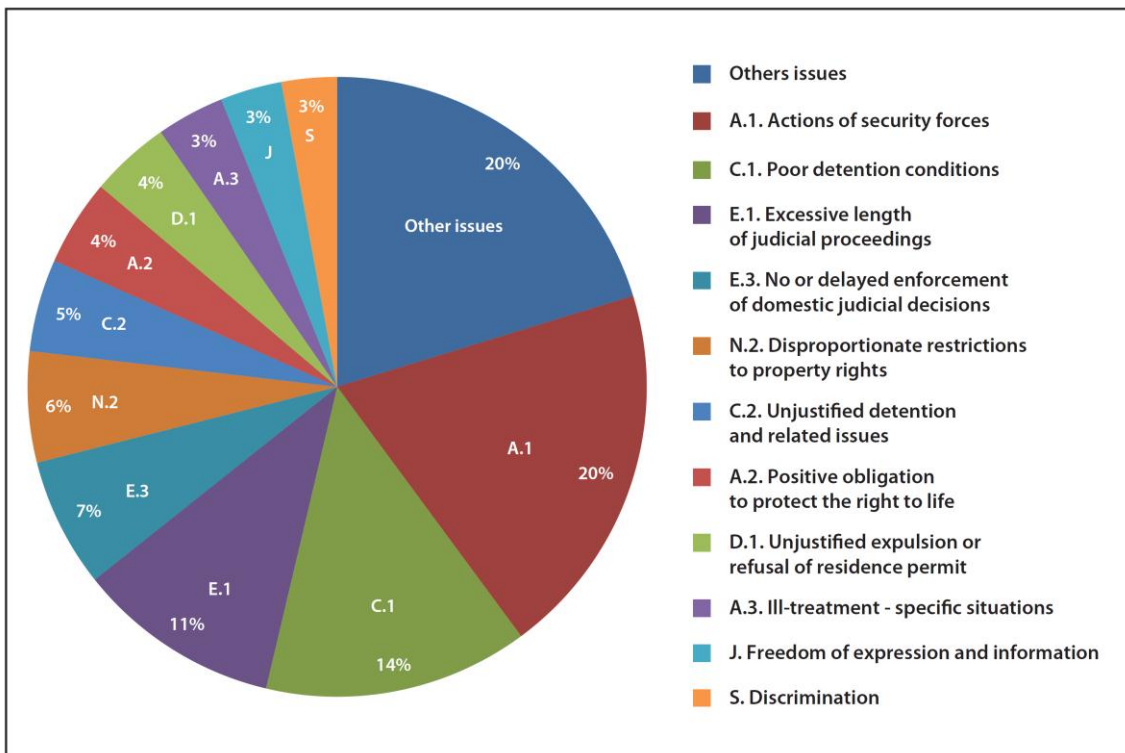
i. Leading cases



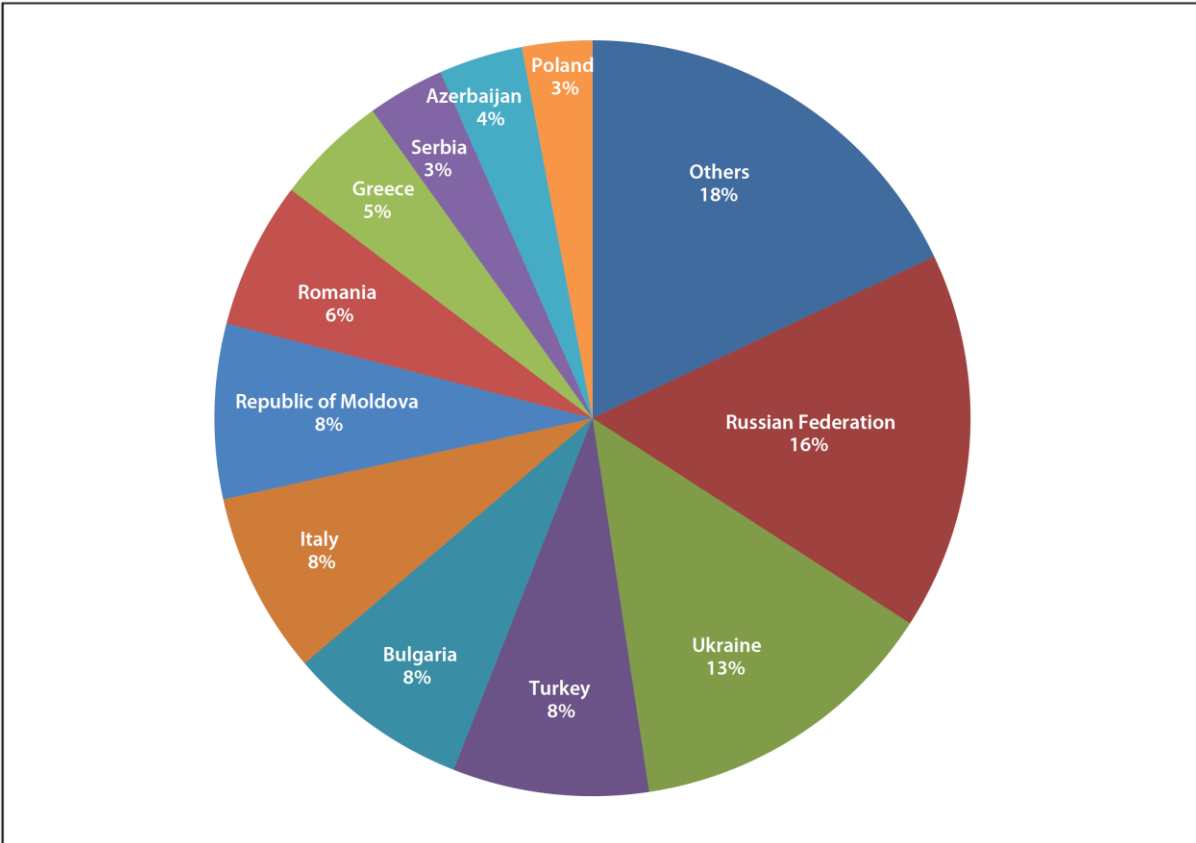
ii. Total number of cases: leading and repetitive



Main themes under enhanced supervision on the basis of number of leading cases: (p.40)

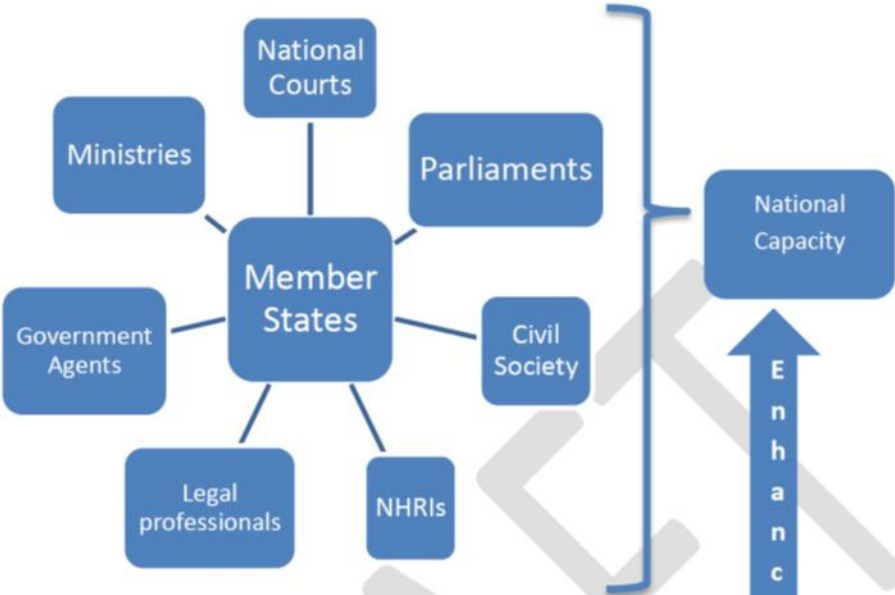


Main states with cases under enhanced supervision on the basis of number of leading cases: (p.41)



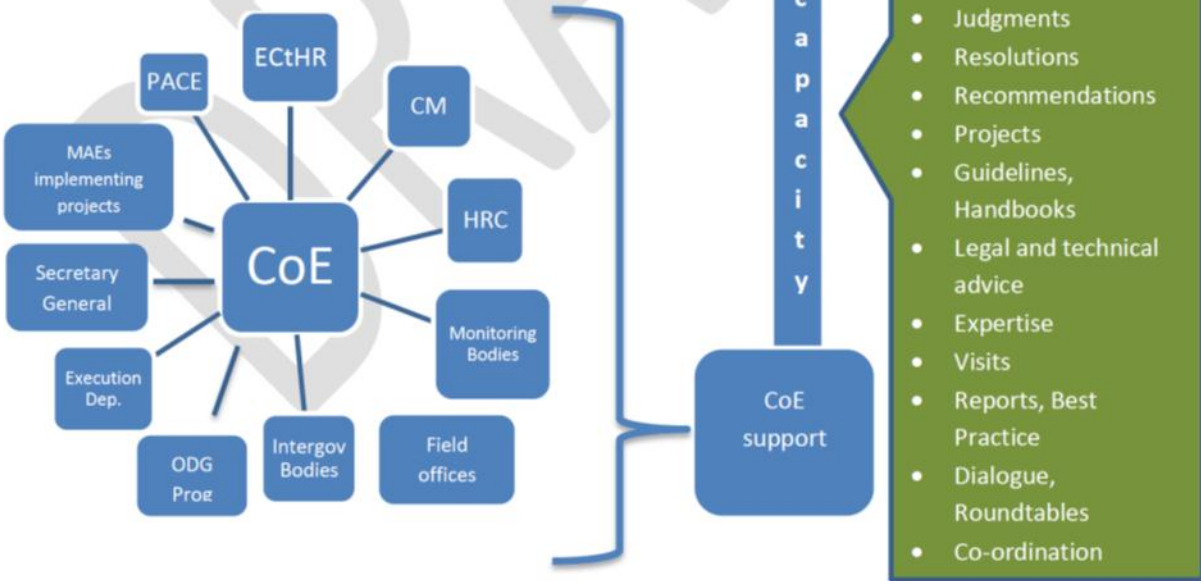
Annex 3: Graphic implementation of the Convention at national level²¹

National level: Primary responsibility for implementation



SUBSIDIARITY

CoE level: Support to national implementation of the ECHR



²¹ This graphic is a simplified visualisation of the implementation procedure with its different actors involved. It does not imply that all national actors share the same weight of responsibility or that all CoE actors contribute with the same intensity to the implementation at national level.

Annex 4: Support provided by entity²²

Source	Target	Type of support
MAEs		
Committee of Ministers		Art 46: supervision of execution; Meetings and Dialogue; Toolkit; Guidelines to Good Practice; Peer-pressure;
European Court of Human Rights (ECtHR)		Judgments (+ Pilot Judgments); Training of judges; Seminars and visits; Case-law guidelines and translation programme; Handbooks and other publications, factsheets (Case-law information Network from 2015)
Parliamentary Assembly of the Council of Europe	Democratic institutions (parliamentary democracy)	Recommendations, resolutions and opinions (=guidelines); Good governance programme; Election observation and assistance to parliaments; JP&VC Projects
Commissioner for Human Rights	National Human Rights Structures	Country visits and dialogue with national authorities and civil society; thematic reporting and advising on human rights; systematic implementation awareness-raising activities
ODGP		Coordinates CoE cooperation activities; ensures the strategic programming; co-ordinates the CoE's action with other organisations and agencies
Consultative Bodies		
CCJE (Consultative Council of European Judges) (Art 6)	(Justice System) Judges and Courts	Adopting Opinions for CM; Targeted cooperation, assistance on request Visits and discussions; Develop partnerships between courts, judges and judges' association
CCPE (Consultative Council of European Prosecutors)	Public prosecution in criminal justice system	Promote implementation of Rec (2000)19; Assistance; collect information and check compliance with standards; visits

²² This table is listing the different support available by entity. The support varies in terms of the level of intensity.

CEPEJ (European Commission for the Efficiency of Justice) (Art 6, directly linked with case-law)	Justice system Policy makers and justice professionals	Country- and/or Court-level analyses, evaluations of judicial systems; Guidance, Best Practice, Checklists, Handbooks; Reports; methodologies and tools to accelerate the delivery of justice Guidelines for better implementation of CM Recommendations; SATURN centre; Network of Pilot Courts; JC and VC Projects
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Intergovernmental Bodies – standard setting		
CDCJ European Committee for legal Co-operation	Ministry of Justice, judicial institutions (Public and private law)	Recommendations; Resolutions; Guidelines; Joint European Union and Council of Europe projects (support to the Armenian authorities)
CDDH (Steering Committee for Human Rights)		Capacity building support: legislative expertise and training; Elaborating Toolkits, Guidelines, Handbooks, Recommendations, Guide to good practice for the CM; JP and VC projects
CDMSI (Steering Committee for Media and Information Society (Art 8, 10)		Capacity building and awareness raising events; Follow up CM recommendations
CDPC (European Committee on Crime Problems)	Ministries of Justice	identify priority elements for intergovernmental legal cooperation, to propose to the Committee of Ministers areas for action in criminal law and procedure, criminology and penology, by providing scientific advice, collecting information, conducting activities in these areas and by advising the Committee of Ministers on all questions within its area of competence, taking due account of relevant transversal perspectives
CDCJ (European Committee on Legal Co- operation)	Field of public and private law	plan, supervise and evaluate standard-setting activities
Venice Commission (for Democracy through Law)		Constitutional “first-aid”; Advisory competences, opinions upon request; Co-operation with constitutional courts and ombudspersons; Reports and guidelines; Seminars and conferences; VC and JP Projects
Monitoring		
CPT (Art 3) (Committee for Prevention of Torture)	Law enforcement officials; also administrative and political level) Policy makers	Visits to places of deprivation of liberty followed by report; Cooperation and dialogue (high-level talk to assist implementation of recommendations); CPT standards, principles and recommendation
ECSR (European Committee of Social Rights)		Implement ESC (counterpart to ECHR) through conclusions in form of annual reports and decisions following the collective complaint mechanism – leading to resolutions and recommendations

Execution Department	Various; Reinforce synergies amongst domestic actors involved in execution matters	Assisting the CM in the supervision of execution; Assisting member states in their efforts to execute judgments; Roundtables, seminars, experience sharing; Training events; Mobilisation of internal expertise Best Practices Study visits (to Strasbourg and between States) HRTF projects*
GRECO (Group for States against corruption)	Changing 2012: parliamentarians, judges and prosecutors	Mutual evaluation and peer pressure; Roundtables, exchange of good practice; On-site visits and impact assessment (identify shortcomings)
ECRI (European Commission against Racism and Intolerance)	Judiciary Law enforcement officials Media Anti-discrimination bodies Ombudsman Civil Society and Specialised Bodies (NHRIs)	Contact visits and dialogue; Dialogue with civil society; Evaluation of good practice; Report, Follow Up and Policy Recommendations; Awareness Raising; Roundtables and Seminars with national specialised bodies; JP and VC projects
GRETA (Group of Experts on Action against Trafficking in Human Beings)		Evaluation visits and questionnaires; Reports and recommendations; Share experience and good practice
Framework Convention for the Protection of National Minorities		Country visits, dialogue, Expert advice/opinion
CAHROM (Ad Hoc Committee of Experts on Roma Issues)	Key actors in Roma inclusion process	Training; Country visits; JP and VC Projects
Framework Convention for regional and Minority Languages		Three-yearly evaluation; Visits; Report; Recommendations
(GREVIO) Convention on preventing and combating violence against women and domestic violence	executive bodies (national parliaments)	Promotional events; Legal and technical expertise;

Annex 5: CM Declarations and Recommendations

More than ten years have passed since the CM Declaration “Ensuring the effectiveness of the implementation of the European Convention on Human Rights at national and European levels” containing a comprehensive package of coherent measures for the implementation of the Convention. Since then other declarations followed: In 2006, the CM Declaration on “sustained action to ensure the effectiveness of the implementation of the European Convention on Human Rights at national and European levels”; the Declarations of Interlaken, Izmir and Brighton.

The CM has adopted further Recommendations since then. The effectiveness of the promotion of these Recommendations will be assessed. The following is a list of Recommendations:

- Recommendation Rec (2000) 2 on the re-examination or reopening of certain cases at domestic level following judgments of the European Court of Human Rights
- Recommendation Rec (2002) 13 on the publication and dissemination in the member states of the text of the European Convention on Human Rights and of the case-law of the European Court of Human Rights
- Recommendation Rec (2004) 4 on the European Convention on Human Rights in university education and professional training
- Recommendation Rec (2004) 5 on the verification of the compatibility of draft laws, existing laws and administrative practice with the standards laid down in the European Convention on Human Rights
- Recommendation Rec (2004) 6 on the improvement of domestic remedies
- Recommendation Rec (2010) 3 on effective remedies for excessive length of proceedings; accompanied by CM (2010)4 add1 Guide to Good Practice
- Recommendation Rec (2008) 2 on efficient domestic capacity for rapid execution of judgments of the European Court of Human Rights

Annex 6: Selected themes and countries

Based on projects that are:

Directly addressing execution

Contributing to execution

Facilitating execution of judgments

	Russia	Ukraine	Moldova	Turkey	Bulgaria	Romania	Poland	FYROM
CM; leading Cases pending for execution	16%	13%	8%	8%	8%	6%	3%	
Criminal Justice		xx	x	x				
Detention conditions and Police (Action of Security forces)	x				x	x	x	x
Judicial System		x	x	xx	x			

Annex 7: Evaluation Matrix Template

Evaluation Criteria	Evaluation Question	Sub-Question	Judgment criteria	Data Collection Instrument(s)	Data Source(s)	Evaluator(s) Responsible
Effectiveness						

Annex 8: Quality Assurance Checklist for Evaluation Inception Report

Quality Assurance Checklist for Evaluation Inception Report		
Evaluation Title:		
1. Evaluation Purpose - The Inception Report specifies the purpose of the evaluation and how it will be used.		
2. Evaluation Objectives - The Inception Report includes clearly defined, relevant and feasible objectives.		
3. Evaluation Context - The Inception Report includes sufficient and relevant contextual information.		
4. Evaluation Scope - The Inception Report includes the scope of the evaluation.		
5. Evaluation Criteria		
5.0	The Inception Report specifies the criteria that will be utilised to guide the evaluation.	
5.1	The Inception Report specifies the evaluation criteria against which the subject to be evaluated will be assessed, including, for example, relevance, efficiency, effectiveness, impact and/or sustainability.	
5.2	The Inception Report spells out any additional criteria of relevance to the particular type of evaluation being undertaken, such as evaluations of development, humanitarian response, and normative programmes.	
5.3	The scope of the evaluation is feasible given resources and time considerations.	
5.4	The Inception Report includes an assessment of relevant human rights and gender equality aspects through the selection of the evaluation criteria.	
6. Tailored Evaluation Questions		
6.0	The Inception Report includes a comprehensive and tailored set of evaluation questions within the framework of the evaluation criteria.	
6.1	The Inception Report contains a set of evaluation questions that are directly related to both the objectives of the evaluation and the criteria against which the subject will be assessed.	
6.2	The set of evaluation questions adds further detail to the objectives and contributes to further defining the scope.	
6.3	The set of evaluation questions is comprehensive enough that they raise the most pertinent evaluation questions, while at the same time being concise enough to provide users with a clear overview of the evaluation's objectives.	
6.4	Factoring in the information that will be collected and the context of the evaluation, evidence backed answers to the set of evaluation questions is achievable.	
6.5	The Inception Report includes an assessment of relevant human rights and gender equality aspects through the selection of the evaluation questions.	

7. Methodology		
7.0	The Inception Report specifies the methods for data collection and analysis, including information on the overall methodological design	
7.1	The Inception Report contains a clear and accessible methodological plan. Preferably, a standalone section, such as an Evaluation Matrix that is clearly delineated from other information contained in the Inception Report.	
7.2	The Inception Report states the overall methodological approach and design for the evaluation. Examples of approaches include participatory, utilization-focused, theory-based and gender and human rights responsive. Examples of overall design include non- experimental, quasi- experimental and experimental.	
7.3	The Inception Report specifies how a human rights and gender perspective will be incorporated in the evaluation design.	
7.4	The Inception Report specifies an evaluation approach and data collection and analysis methods that are human rights based and gender sensitive and for evaluation data to be disaggregated by sex, ethnicity, age, disability, etc.	
7.5	The data collection and analysis methods in the Inception Report are sufficiently rigorous to assess the subject of the evaluation and ensure a complete, fair and unbiased assessment. For example, there will be sufficient data to address all evaluation questions.	
7.6	The evaluation methodology includes multiple methods (triangulation); preferably with analysis of both quantitative and qualitative data and with a range of stakeholders covered by the data collection methods.	
7.7	Logical and explicit linkages are provided between data sources, data collection methods and analysis methods. For example, sampling plans are included.	
7.8	The evaluation methodology takes into account the overall purpose of the evaluation, as well as the needs of the users and other stakeholders.	
7.9	The evaluation methodology explicitly and clearly states the limitations of the chosen evaluation methods.	
7.10	The Inception Report specifies that the evaluation will follow CoE ethical guidelines.	
8. Evaluation Work Plan		
8.0	The Inception Report includes a work plan	
8.1	The Inception Report work plan states the outputs that will be delivered by the evaluation team, including information on the degree to which the evaluation report will be accessible to stakeholders, including the public.	
8.2	The Inception Report work plan describes the key stages of the evaluation process and the project time line.	
8.3	The Inception Report work plan establishes clear roles and responsibilities for evaluation team members, the commissioning organization and other stakeholders in the evaluation process.	
8.4	The Inception Report work plan describes the evaluation quality assurance process.	
8.5	The Inception Report work plan describes the process, if any, for obtaining and incorporating evaluand comments on a draft evaluation report.	
8.6	The Inception Report work plan includes an evaluation project budget.	

Annex 9: Reporting Structure

I: Thematic case studies

1. Conditions of detention and actions of security forces

- a. Executing swiftly the Court's decisions and judgments
 - i. CoE internal coordination(incl. NGOs)
 - ii. National Coordination (incl. NGOs and NHRSS)
 - iii. Cooperation with other organisations
 - iv. Conclusion
- b. Creating national remedies in case Convention rights were violated
 - i. CoE internal coordination(incl. NGOs)
 - ii. National Coordination (incl. NGOs and NHRSS)
 - iii. Cooperation with other organisations
 - iv. Conclusion
- c. Achieving conformity of national laws and administrative measures with the Convention and with the case law of the Court
 - i. CoE internal coordination(incl. NGOs)
 - ii. National Coordination (incl. NGOs and NHRSS)
 - iii. Cooperation with other organisations
 - iv. Conclusion
- d. Establishing national education and training programmes
 - i. CoE internal coordination(incl. NGOs)
 - ii. National Coordination (incl. NGOs and NHRSS)
 - iii. Cooperation with other organisations
 - iv. Conclusion
- e. Thematic Conclusion

2. Judicial System

Idem

3. Criminal Justice

Idem

II. General Conclusions²³

1. Effectiveness of the CoE Support

- a. Executing swiftly the Court's decisions and judgments
- b. Creating national remedies in case Convention rights were violated
- c. Achieving conformity of national laws and administrative measures with the Convention and with the case law of the Court
- d. Establishing national education and training programmes

2. Factors affecting update of the support and bottlenecks

- a. CoE internal coordination(incl. NGOs)
- b. National Coordination (incl. NGOs and NHRSS)
- c. Cooperation with other organisations

III. Recommendations for the SG

1. On improving the delivery of support

2. On improving effectiveness

²³ In 2016.

PART II - Tender Rules

ARTICLE 1 – IDENTIFICATION OF THE CONTRACTING AUTHORITY

1.1 Name and address

COUNCIL OF EUROPE
Directorate of Internal Oversight
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. 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.

The purpose of this call is to contract with a Service Provider who will provide consultancy on the evaluation of the effectiveness of the Council of Europe support to the implementation of the European Convention of Human Rights at national level.

ARTICLE 2 – OBJECT AND SCOPE OF THE TENDERING PROCEDURE

This tendering procedure is an international call for tender. It aims at concluding a contract with 1 (one) Service Provider for the provision of all expected services.
The scope of the tendering procedure is described in the Technical Specifications.

ARTICLE 3 – VALIDITY OF THE BIDS

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

ARTICLE 4 – LEGAL FORM OF BIDDERS

Natural and legal persons, whatever their form, may apply.

ARTICLE 5 – MODALITIES OF THE TENDERING

5.1 Content of the tender file

The tender file is composed of:

- Part I. Technical specifications;
- Part II. Tender rules;
- Part III. General Conditions;
- Part IV. Special Conditions
- Part V. Act of engagement
- Part VI. Financial offer

5.2 How to submit bids

Bids 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. Bids 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. Bids submitted to another address will be excluded from the procedure.

Bids 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:

<p>Council of Europe For the attention of Tenders Board Reference 2015A025 Object: Evaluation of the effectiveness of the CoE support to the ECHR B.P. 7 F-67075 Strasbourg Cedex</p>

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

5.3 Deadline for submission of bids

The deadline for the submission of bids is **27 May 2015** as evidenced by the postmark, or by the receipt of the dispatch provided by the dispatching company.

5.4 Language of the bids

Bids shall be submitted in English.

5.5 Composition of the bids

All bids must include:

- Technical offer
- Financial offer
- Signed declaration referred to in Article 8.1 of the present document
- Signed act of engagement

ARTICLE 6 – TECHNICAL OFFER

The Technical offer must include the following items:

1. Presentation of the international consultant, or company where relevant, and brief description of previous relevant experience.

Consultants must demonstrate convincingly that they have the ability to undertake evaluations and evaluation-related assignments in a context which is comparable to the Council of Europe. To this

end, they must provide a brief description of the services provided in the past three years in the subject areas covered by the contract, indicating the objectives, summary of activities undertaken, amount, date and recipient.

2. Organisation and methodology

This chapter should be structured in the following manner:

2.1. Rationale

- Any comments on the Technical specifications of importance for the successful execution of the contract, thus demonstrating the degree of understanding of the assignment. An opinion on the key issues related to the achievement of the contract objectives.
- An explanation of the risks and assumptions affecting the execution of the contract.

2.2. Strategy

- An outline of the approach proposed for contract implementation.
- A description of the proposed activities considered to be necessary to achieve the contract objectives.
- The related inputs, outputs and expected results.
- A description of any support facilities (back-stopping) that the evaluator(s) would need from the contractor during the execution of the contract.

2.3 Timetable of activities

- The schedule, sequence and duration of the proposed activities.
- The identification and timing of major milestones in execution of the contract.
- The expected number of working days required from each evaluator (if more than one evaluator is proposed), for each activity.

3. International consultants

A detailed CV of the evaluator(s) is required with two examples of previous evaluation relevant for the evaluation.

ARTICLE 7 – FINANCIAL OFFER

The financial offer must be presented in an amount in Euro in a table which appears in Part VI.

All travel costs to field visits and subsistence costs, including travel to Strasbourg should be included in the proposed overall fees.

ARTICLE 8 – ASSESSMENT OF THE BIDS

8.1. EXCLUSION CRITERIA

Bidders 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.

All bidders shall deliver, when submitting their bid, a declaration on their honour certifying that they are not in any of the above-mentioned situations.

The Council of Europe reserves the right to ask bidders, 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

Bidders shall demonstrate that they fulfil the following criteria (companies should fulfil criteria under both a and b):

a) Companies (legal persons):

- At least 15 years of experience in evaluation

b) Natural persons either hired by the companies that are eligible under a) or bidding as independent consultants:

- Master degree or above in a relevant field;
- Extensive knowledge of evaluation principles, methodology and best practices, including qualitative and quantitative methods;
- Proven record of at least 15 years' experience in designing, managing and leading evaluations in the context of international cooperation;
- Professional fluency in English language, at least 15 years of experience in drafting and editing in English language;
- Experience in evaluating international cooperation initiatives in the Council of Europe geographical area;
- Previous experience in working with the Council of Europe or another international organisation.

DOCUMENTS TO BE PROVIDED

All bidders shall submit (i, ii and iii for companies only):

- i. Registration documents;
- ii. Latest Audited Financial Statement – Income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation;
- iii. A brief profile description (not longer than one A4 page), including the description of the nature of business, field of expertise, licenses, certifications, accreditations (Please annex to this description, if any, a list of quality certificates, patent registrations;
- iv. A CV of the consultant who would be assigned to the present contract;

- v. A sample list of clients for similar services, indicating description of contract scope, contract duration, contract value and contract references, showing experience in relevant activities;
- vi. Two examples of previous evaluations reports.

8.3 AWARD CRITERIA

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

1. Technical proposal (70 points):

- Suitability of Methodological approach;
- Consultant's experience and knowledge of evaluation within the context of international cooperation;
- Experience and knowledge of the consultant in the thematic areas covered by the present call for tenders;
- Experience and knowledge of the consultant in the countries concerned;
- Knowledge and understanding of the CoE, its normative instruments, its structure and its action;
- Legal background and knowledge of the European Convention system and International Human Rights Law;
- Language spoken in selected countries.

2. Financial proposal (30 points)

The financial proposals will be considered only for submissions that passed the minimum technical score of 60 % in the evaluation of the technical proposals. The formula for determining the financial scores is the following:

$S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the total price of the lowest financial proposal and F the total price of the proposal under consideration.

3. Total score:

The total score will be calculated based on the overall scores of the Technical and Financial Proposals. The criteria of the Technical Proposal combined will account for 70 points of the global assessment; the financial proposal will account for 30 points.

The contract will be awarded to the proposal that was attributed the highest total score.

ARTICLE 9 - DURATION OF THE CONTRACT

The initial contract will be from 3 August to 31 December 2015. It is envisaged to extend the contract for a further 1 year period (until 31 December 2016) subject to the approval of the Ordinary Budget by the Committee of Ministers and the satisfactory performance of the consultant.

ARTICLE 10 – COMPONENTS OF THE CONTRACT

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

- The act of engagement;
- The Special Conditions;
- The General Conditions;
- The Technical specifications;
- The selected bid, including the technical and financial offers.

ARTICLE 11 – SUPPLEMENTARY INFORMATION

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

Other questions regarding this specific tendering procedure shall be sent at the latest two weeks before the deadline for the submission of bids, in English or French, and shall be exclusively sent to the following address: dio.evaluation@coe.int and contain the reference of the call (2015/AO/25) in subject. Answers should be published within two working days on the following address: <http://www.coe.int/en/web/portal/call-for-tenders>.

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 order²⁴ as well as other rules indicated in the Special conditions.²⁵
- 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:

²⁴ 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.

²⁵ 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.

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.

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 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 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 (Appendix).

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

of the contract for consultancy on the evaluation of the effectiveness of the Council of Europe support to the implementation of the Convention at national level 2015/AO/25

ARTICLE 1 – OBJECT OF THE FRAMEWORK CONTRACT – GENERAL PROVISIONS

1.1 Description of the deliverables

Deliverables shall conform to the Technical Specifications attached to the tender file n° 2015/AO/25.

1.2 Duration

The contract is concluded from 3 August to 31 December 2015. It will be extended for a further period of 1 (one) year until 31 December 2016 subject to the approval of the Ordinary Budget by the Committee of Ministers and satisfactory performance of the consultant.

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 bid, including the Table of fees as completed by the bidder 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 the Council's official languages (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 English 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 bid, are final and not subject to review. They shall include travel and subsistence expenses.

3.2. Payments will be made upon the submission and acceptance of the deliverables detailed in the financial offer and in line with the provisional timetable included in the technical specifications.

3.3 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.

3.4 The fee shall be payable within 60 calendar days, to the bank account indicated by the service provider, 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.

3.5 Where relevant, advance payments can be agreed on between the parties, within the limit of 30% of the total volume of the fee.

3.6 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, and should the deliverables be taxable in this country, the CoE will provide the Service Provider with an exemption certificate prior to the signature of each request. 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.

ARTICLE 4 – INTELLECTUAL PROPERTY RIGHTS

Any intellectual property rights of the Consultant 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.

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 – 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 8 – MISCELLANEOUS

10.1 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.

10.2 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.

10.3 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

NAME:

ADDRESS:

VAT Registration No.

Tax Reference No.

Invoice No.

Council of Europe Contract No.

Date:

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

Signature:

PART V

ACT OF ENGAGEMENT

Call for Tenders for the evaluation of the Effectiveness of the Council of Europe support to the implementation of the European Convention on Human Rights at National Level

I, the undersigned, hereby accept the conditions set out in the Technical specifications (PART I), Tender Rules (PART II) and the General and Special Conditions governing provision of intellectual services to the Council of Europe (PARTS III and IV) attached as a part of the tenders file for the call for tenders for the provisions of services on the evaluation of the effectiveness of the Council of Europe support to the implementation of the Convention at national level.

Name

Date and signature of the bidder

.....

PART VI
FINANCIAL OFFER

The Financial offer must be presented as an amount in Euro in the following format:

Deliverables	Fees for 2015
Inception report	
Field visits and up to 6 project reports on 'Detention Conditions and actions of security forces' in Bulgaria, Poland, Romania, Russia, and 'the former Yugoslav Republic of Macedonia'.	
Thematic report on 'Detention conditions and actions of security forces'.	
Travel costs	
Subsistence costs (accommodation, meals, etc.)	
Sub-total	

Deliverables	Fees for 2016
Field visits and up to 8 project reports in Moldova, Turkey and Ukraine.	
2 separate thematic reports on 'Criminal justice' and 'Judicial system'	
Synthesis report covering 2015 and 2016.	
Travel costs	
Subsistence costs (accommodation, meals, etc.)	
Sub-total	
Grand total	

All travel costs to field visits and subsistence costs, including to Strasbourg (for the preparation of the inception report, interviews in headquarters and presentation of reports to the Reference Group meetings), should be included in the overall budget.