28.08.2024

Questions and Answers

CALL FOR TENDERS

FOR THE PROVISION OF CONSULTANCY SERVICES ON POSITIVE NARRATIVES ON GENDER EQUALITY

1. **I am a consultant with the COE under the Gender Equality/Violence Against Women 2023/AO/68 call for two different lots. Am I eligible to apply for this project?**

   We confirm that you are able to apply for the call for tender on Positive narratives on gender equality.

2. **In reference to the Act of Engagement document, in the Provider information section, in case of presenting two natural persons we must select Natural person or consortium?**

   Referring to the Act of Engagement document, to the "Type(s) of Units" and Unit box, it is not clear how to quantify the value of the deliverables since some of them are not very specific.

   For example in these two deliverables.
   ✓ Support/prepare the work of a GEC working group on anti-gender rhetoric throughout 2025;
   ✓ Participate and contribute to the second annual GEC plenary meeting of 2025 (November 2025, exact date tbc) narrative and communication tools to be used by the Council of Europe and member states to deflect anti-gender rhetoric.

   In this case we can put that it will depend on the number of working days necessary for the development of the work once specified and the price for each working day?

   Is it necessary to include the certification of languages as part of the documentation provided?

- Please read carefully, Article 10 from the act of engagement

  ARTICLE 10 – CONSORTIUM

  10.1. The Providers have full responsibility for carrying out and complying with the terms of the contract.

  10.2. The Providers are jointly and severally liable. If a Provider fails to implement its part of the contract, the other Providers become responsible for the carrying out of the Deliverables, unless the Council expressly relieves them of this obligation.

10.3. In case of breach of contract, where applicable, the Council will claim back the amounts paid but that were not due under the contract. The coordinator of the consortium is fully liable for repaying the debts of the consortium; even if it has not been the final recipient of those amounts.

10.4. The internal roles and responsibilities of the Providers are divided as follows:

10.4.1 The Providers must designate a coordinator.

10.4.2 Each Provider must:

(i) inform the coordinator immediately of any events or circumstances likely to affect significantly or delay the performance of the contract, change in legal status or technical, organisational or ownership situation, circumstances affecting the award of the contract or compliance with the requirements of the contract;

(ii) submit to the coordinator in good time:

- any other documents or information required by the Council under the contract, unless the contract requires the Provider to submit this information directly;

- any information requested by the coordinator in order to verify the state of performance of the Deliverables under the contract, the proper implementation of the contract and compliance with the other obligations under the contract.

(iii) give the other Providers access to any pre-existing industrial and intellectual property rights needed for the performance of the contract and compliance with the obligations under the Agreement.

10.4.3 The coordinator must:

(i) monitor that the Deliverables are carried out timely and properly, in accordance with the terms of the contract;

(ii) act as the intermediary for all communications between the Providers and the Council (in particular, providing the Council with the information described in Article 10.4.2(ii) immediately), unless the agreed otherwise by the Parties;

(iii) request and review any documents or information required by the Council and verify their completeness and correctness before passing them on to the Council;

(iv) before starting performance of the contract, submit this list of pre-existing rights (Article 10.4.2(iii)) to the Council.

(v) submit the Deliverables to the Council in accordance with the timing and terms of the contract;

(vi) Payments shall be made by the Council to the coordinator. Payments to the coordinator shall discharge the Council from its payment obligation. The coordinator must ensure that the distribution of the payments between the Providers are made without unjustified delay.

The coordinator may not subcontract the above-mentioned tasks.

10.5. The Providers must have internal arrangements regarding their operation and co-ordination to ensure that the action is implemented properly. These internal arrangements must be set out in a written ‘consortium agreement’ between the beneficiaries, which may cover:

- internal organisation of the consortium;

- distribution of the Council payment(s);

- additional rules on rights and obligations related to pre-existing rights and results (including intellectual and industrial property rights), specifying the owner and persons that have a right of use;

- settlement of internal disputes;

- liability, indemnification and confidentiality arrangements between the Providers.

The consortium agreement must not contain any provision contrary to the contract.

- You can indicate “daily fee” as the type of unit.

- It’s not necessary to include the language certification.

3. - Must the contact person be the same individual who submits the documentation?
- If they can be two different persons, is it acceptable to copy the contact person in the submission email?
- Is it permissible to list more than one contact person, such as both the project manager and the academic involved in the project?
- Regarding the requirement that "the Provider, if subject to VAT, shall also send, together with each signed Form, a quote (Pro Forma invoice) in line with the indications specified on each Order Form," could you please clarify whether we need to include an invoice template or follow any specific format?

- The contact person can be different from the one submitting the documentation
- It’s ok to copy the contact person in the submission email
- It’s ok to have more than one contact person
- No specific format needed for the proforma invoice but it must include the specified information