

QUESTIONS and ANSWERS (Q&A) on the Competitive bidding procedure for the Purchase of consultancy services in the area of research and capacity building/training on women's access to justice Contract N° DGII/4730/2021/1

Q1: Refers to the announced tender: Purchase of consultancy services in the area of research and capacity building /training on women's access to justice Contract N DGII /4730/2021/1. Could you please clarify the issue concerning the tender requirements: can individual consultant apply for the tender process or only as CBO's?

A: Yes, individual consultants can apply as indicated in the tender file: "The tenderer must be either a natural person, a legal person or consortium of natural and/or legal person."

Q2: Is the tender open only to current GREVIO consultants who were sent the details, or is it okay for other staff members at the EHRAC to apply to the tender as well?

A: This is an open call, for anybody who complies with the exclusion, eligibility and award criteria.

Q3: I note that applications can be made by a natural person, a legal person or a consortium of natural and/or legal person – it would be great to understand more about applying as a consortium – would it be possible to applying organisationally as xxx? If this were possible, I assume we would need to provide the detailed expertise of each individual who would be applying from xxx, as opposed to developing an application looking at xxx's organisational expertise – can you confirm?

A: For clarification on consortium please read carefully article 10: Consortium in the Act of Engagement. NGOs and other similar organisations are considered to be legal persons for the purposes of the Council's procurement process. A consortium is composed of natural persons. Each member of the consortium would need to individually comply with the relevant provisions of Tender File section G (each provide updated CV, writing sample, motivation letter, referees and relevant portfolio).

Q4: Under Lot 2, I note that knowledge of one of the Eastern Partnership countries languages is required – is this non-negotiable or provided other criteria were met is this a flexible requirement? If we applied as a consortium, and some members had required language skills and some did not, would this be an issue?

A: "Good knowledge of at least one of the Eastern Partnership countries languages (Armenian, Azerbaijani, Georgian, Romanian, Russian and/or Ukrainian), spoken and written" is an element of the award criteria for Lot 2 and Lot 3 but it is not an eliminatory criteria. The award criteria apply to all members of a consortium and accordingly the language skills of all members will be considered when evaluating the application. Despite this, however, varying language skills within the consortium would not result in the application being excluded because award criteria are merely used to identify the best application.

Q5: In terms of the application documents required:

- For the relevant writing sample, if applying as a consortium would documents produced by xxx as an organisation make suitable samples, or should we provide samples for each individual within the consortium.
- The motivation letter – I assume through this letter we could draw together collective expertise within the consortium/xxx?

- For the thematic knowledge products required under Lot 1, and the portfolio of capacity building activities required under Lot 2, should we provide lists for individuals within the consortium, or a list covering the consortium/xxx as a whole?

A: Each member of the consortium would need to individually comply with the relevant provisions of Tender File section G (each provide updated CV, writing sample, motivation letter, referees and relevant portfolio).

- If applying as a consortium of natural persons then a writing sample for each individual within the consortium should be provided.
- Section G of the Tender File applies to each individual within a consortium and therefore a separate motivation letter would be required from each consortium member.
- The portfolios for Lots 1, 2 and 3 should be provided for each individual within the consortium.

Q6: I will eventually submit a tender for this, but I wonder if you can tell me whether we could bid as a project team or an institution?

I ask because I have just finished a very similar CoE project in Georgia, working in cooperation with a local human rights expert, and it seems like the combination worked very well, but the Tender File seems to read as though it is only open to individuals. Hence my question: is it possible to bid as a team or through an institution?

A: According to the Tender File: "The tenderer must be either a natural person, a legal person or consortium of natural and/or legal person."

Q7: I am completing my tender for the above project. Am I correct in reading that Lot 2 & 3 require a working knowledge of a language of one of the countries concerned?

A: "Good knowledge of at least one of the Eastern Partnership countries languages (Armenian, Azerbaijani, Georgian, Romanian, Russian and/or Ukrainian), spoken and written" is an element of the award criteria for Lot 2 and Lot 3 but it is not an eliminatory criteria. Varying language skills would not result in the application being excluded because award criteria are merely used to identify the best application.

Addendum:

Art. 10 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.