



CALL FOR TENDERS

FOR THE PROVISION OF TRANSLATION SERVICES

2023/AO/01

Object of the procurement procedure ▶	Translation services from English to Finnish and Swedish, and from Finnish and Swedish to English
Project ▶	Building an intercultural integration approach in Finland
Organisation and buying entity ▶	Council of Europe Anti-Discrimination Department, Inclusion and Anti-Discrimination Programmes Division, Intercultural Cities Unit
Type of contract ▶	Framework Contract
Duration ▶	Until 14 September 2024
Expected starting date ▶	01 March 2023
Tender Notice Issuance date ▶	16 January 2023
Deadline for tendering ▶	10 February 2023

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The TERMS OF REFERENCE describe what will be expected from the selected Providers.
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The TENDER RULES explain the procedure through which the tenders will be submitted by the tenderers and assessed by the Council of Europe.
- **The ACT OF ENGAGEMENT (See Document attached)** is the document formalising the consent of the Parties to be bound by the LEGAL CONDITIONS, which are the legal provisions which will be applicable between the Council of Europe and the selected Providers. It also contains the TABLE OF FEES, which indicates the applicable fees, throughout the duration of the contract.

HOW DOES A FRAMEWORK CONTRACT WORK?

STAGE 1:

SELECTION of qualified Providers through a call for tenders and signature of a framework contract with all the pre-selected Providers.

STAGE 2:

ORDER(S) are addressed, on an as needed basis, throughout the duration of the contract, to the designated Provider(s).

EXECUTION as from the date of signature of each Order, unless the Order concerned provides otherwise.

HOW TO SUBMIT A TENDER?

STEP 1: Read the **TENDER FILE**

STEP 2: Complete the **ACT OF ENGAGEMENT** and collect the required **SUPPORTING DOCUMENTS**, as listed in section F of the terms of reference (below).

STEP 3: Send your **TENDER**, in accordance with the Tender Rules

PART I –TERMS OF REFERENCE
CALL FOR TENDERS
FOR THE PROVISION OF TRANSLATION SERVICES
2023/AO/01

A. BACKGROUND

The Council of Europe is currently implementing a joint project with the European Union on "Building an inclusive integration approach for Finland".

The Council of Europe is looking for a maximum of ten Providers (provided enough tenders meet the criteria indicated below) in order to support the implementation of the project with a particular expertise on translation from English to Finnish and Swedish, and from Finnish and Swedish to English.

The services to be provided consist mainly of revised and reviewed translations but may also include the revision and review of texts already translated, plus amendments to be translated, revised, reviewed and added to existing documents. The source texts will be written in one of the source languages mentioned in the table below and will be of varying length, urgency and nature.

The Council of Europe is looking for highly qualified, experienced and specialised translation service providers on whom it can rely for these services. Participation in this call for tenders is therefore open to experienced providers of translation services, both individuals and companies (with or without subcontractors), and/ to groupings in any form.

This Contract is currently estimated to cover up to 10 translations to be carried out by 14 September 2024. This estimate is for information only and shall not constitute any sort of contractual commitment on the part of the Council of Europe. The Contract may potentially represent a higher or lower number of activities, depending on the evolving needs of the Organisation.

For information purposes only, the total budget of the project amounts to 444,444 Euros and the total amount of the object of present tender should in principle not exceed 80 000 Euros for the whole duration of the Framework Contract. This information does not constitute any sort of contractual commitment or obligation on the part of the Council of Europe.

B. LOTS

The following table lists the lots, per language combination, and indicates the maximum number of Providers to be selected for each lot, provided enough tenderers meet the criteria. Tenderers are invited to indicate which lot(s) they are tendering for (see Section A of the Act of Engagement).

Tenderers may tender for one, or both language combinations (lots) and must make a separate price offer for each lot they tender for.

Tenders will be evaluated separately for each lot, therefore the Council of Europe reserves the right to accept the tenders for only some of the lots applied for.

If several lots are awarded to the same tenderer, a single framework contract covering all these lots will be signed.

Lot	Language combination	Maximum number of Providers to be selected
1 - Finnish	1a Finnish to English	5
	1b English to Finnish	
2 - Swedish	2a English to Swedish	5
	2b Swedish to English	

C. SCOPE OF THE FRAMEWORK CONTRACT

Throughout the duration of the Framework Contract, pre-selected Providers may be asked to provide the deliverables listed in the Act of Engagement (See Section A – Terms of reference). This list is considered exhaustive.

1. Definitions

For the purpose of this call for tenders and its subsequent framework contract:

- "Amendment" means translation and incorporation of changes to the content of a text which has already been translated, and revision/review thereof. An amendment can be a deliverable in itself;
- "Reference material" means any documents such as a glossary or pre-existing translation (source and target texts), provided by the Council as a reference for the Provider;
- "Review" means to examine a target text for its suitability for the agreed purpose and compliance with the conventions of the domain and to make any amendments necessary for this purpose. A review can be a deliverable in itself;
- "Revise" or "Revision" means systematic comparison of the original and target texts before delivery to ensure that the target text is an accurate and consistent rendering of the original, that it meets the quality requirements set in these specifications and that any discrepancy between the source and target texts is eliminated. Revision therefore includes making any amendments necessary for this purpose. A revision can be a deliverable in itself;
- "Source text" or "Original" means the text in the source language to be translated into the target language, revised and reviewed or amended;
- "Source language" means the language of the source text;
- "Standard page" means a page of text comprising 1 500 characters, excluding spaces, in the source language, measured by reference to a "Microsoft Word" document;
- "Standard output" means 11 (eleven) standard pages per day;
- "Target text" or "translated text" means the result of the translation, revision, review and/or amendment process in the target language specified in the contract;
- "Terminology" means the relevant terms that express the concepts specific to the subject area covered by the translation;
- "Translate" or "Translation" means rendering a text in the source language into the target language specified in the Order. For the purposes of this contract, whenever the work "translation" is used to designate a deliverable, it always means a revised and reviewed translation of a source text or original.

2. Quality Requirements

The translations delivered must be of such a quality that they can be used as they stand, upon delivery, without any further revision, review and/or correction by the Council. To this end, the Provider shall thoroughly revise and review in its entirety each translation produced.

The Provider must ensure, *inter alia*, that:

- The translated text is complete (no omissions or additions are permitted);
- The translated text is a faithful, accurate and consistent rendering of the source text;
- References to documents already published have been checked and quoted correctly;
- The terminology and lexis used are consistent throughout the translated text and with any relevant reference material;
- Sufficient attention has been paid to the clarity and register of the translated text;
- The translated text contains no syntactical, spelling, punctuation, typographical or other grammatical errors;
- The formatting of the source text has been maintained (including codes and tags if applicable);
- Any specific instructions given by the Council – whenever this is the case – are followed and the agreed deadline is scrupulously respected.

Provider's remarks on terminology, source text content or any other translation issue arising are appreciated. They are to be submitted in a separate file together with the translated text.

3. Quality assurance and confidentiality measures

The Tender Proposal Form (See Appendix I) will describe quality assurance and confidentiality measures put in place by the tenderer. Those measures shall apply to any lot for which a tenderer is selected.

This description must contain the tenderer's quality assurance procedures, specifically geared to meeting the requirements of these specifications; it must also include procedures in place to ensure that the confidentiality required in the framework contract will be constantly ensured, specifically if the Provider intends to resort to external resources, both human and technical, for the performance of the contract.

Tenderers are reminded that their tender will constitute part of the contractual relationship with the Council and will therefore be binding on the Provider in terms of confidentiality measures, quality levels and expertise offered. Any failure to comply with the declared methods and quality level found by the Council in the translation services delivered and not duly justified by the service provider may be considered a breach of the contract and may lead to the termination of the contract.

4. Deadline for delivery of translations

Delivery shall take place by 9 a.m., local time, of the country where the Provider is established, on the day of the deadline stated in the Order form concerned. Acceptance (by signature) of an Order implies acceptance of the delivery date stated and an obligation to meet it. The burden of correct and timely delivery shall be borne by the Provider. Possible delays in delivery due to force majeure must be duly reported to the Council at least 24 hours before the deadline for delivery.

Except in cases of force majeure, any delay in delivery will automatically incur liquidated damages calculated at a rate of 10% of the total amount due for the document concerned per day of delay.

Except in cases of force majeure, failure to deliver may lead to termination of the contract.

5. Copyright in the translation

As specified in Article 3.2 of the Legal Conditions, the Provider will cede irrevocably and exclusively to the Council of Europe all rights on the Deliverable(s) produced as a result of the execution of the present contract, which includes the right to use, reproduce and publish, or to have reproduced and published, in whatever form and by whatever means or process, any translated text.

6. Persons designated to execute the framework contract

Tenderers must designate experienced translators/revisers/reviewers able to perform themselves the translation work as well as the required quality control before delivery in the language combination(s) tendered for. These persons may be staff members of the Tenderer or sub-contractors, provided they respect the conditions of the present Section.

As a proof of requested qualification and experience, tenderers, regardless of their status of natural person or company, shall submit with their tender detailed CVs of all persons designated to execute the framework contract. The Council of Europe will evaluate respect for these requirements within the assessment of the award criteria (See Section F below) and will notify the selected Providers of the list of persons fulfilling the said criteria.

For the purpose of this call, the minimum qualifications deemed necessary for any person designated to execute translation/revision/review tasks and quality control in the language combination(s) tendered for are the following:

- **Category A:** University degree in translation + 2 (two) full years of translation experience in the language combination¹
- **Category B:** Any other University degree + 3 (three) full years of translation experience in the language combination²

¹ Translation experience quoted in "words" in contracts or reference letters must be converted into "standard pages" as described under "Definitions"; 1,000 standard pages shall count as one year of experience as an employed translator/reviser/reviewer.

² *Ibid.*

- **Category C:** No University degree, but 5 (five) years of translation experience in the language combination³

These categories are set up for the **sole purpose of assessing the qualifications and experience of the translators** proposed.

In addition, tenderers are requested to provide proof of any translation experience in the legal field acquired by any person allocated to the execution of the contract. This experience will be taken into account in the award criteria. It will also be taken into account in order to identify the most suitable Provider in cases where a translation requires specific legal knowledge.

The Council of Europe requests tenderers to indicate in the **Tender Proposal Form** the lists of translators who will be responsible for the Service delivery and quality control, allocating them to one of the above categories.

During contract execution, Providers must inform the Council prior to any changes in staff responsible for the service delivery and quality control and make sure that replacement or additional staff employed or persons (sub)contracted meet the minimum qualifications / experience as specified above. Providers must keep proof thereof and produce it if requested to do so by the Council. The Council reserves the right to withdraw a person from the list if, after having checked the documentary proof, it considers that the person concerned does not fulfil the above requirements.

7. Technical requirements

Providers shall be able to:

- Receive and send electronic files via email;
- Read, amend, save and deliver files generated with Microsoft Office 365, and later versions of Microsoft Office, without altering their formatting;
- Ensure appropriate back up of translations during and after contract execution.

The Council reserves the right to terminate the contract with the Provider concerned if these basic technical requirements are not respected.

D. FEES

Tenderers are invited to indicate their unit fees, by completing the table of fees, as attached in Section A of the Act of Engagement. These fees are final and not subject to review. They must indicate the flat-rate sum per standard page as described under "Definitions".

The reference level is the fee quoted by the tenderer for translation of a standard page of 1 500 characters (excluding spaces). It shall include all costs relating to performance of the contract (e.g. retrieval, handling and delivery of texts, access to terminology and document databases). It also includes administrative tasks, communications, taxes, social security contributions, insurance and any bank charge. This fee may vary from one lot (language combination) to another, must be expressed in euros (EUR) and must show both amounts with and without VAT.

For translation services provided under this framework contract, the price of a translated text shall correspond to a sum equal to the number of standard pages of source text multiplied by the fee per standard page.

The number of standard pages shall be determined by the Council and indicated in each Order.

The price for other related services is set in the form of a percentage of this reference fee as follows:

- For Orders including only revision or review, the price shall correspond to a sum equal to 50% of the number of standard pages of source text multiplied by the fee per standard page;
- For Orders including amendment, the price shall correspond to a sum equal to 130% of the number of standard pages of new source text multiplied by the fee per standard page, to take into account work needed to ensure consistency across the document;
- Where a source text delivered in electronic file format includes graphics (e.g. tables, graphs, diagrams, maps, etc) containing text to be translated, only the number of characters to be translated shall be counted;

³ *ibid.*

- For urgently needed translations, i.e. those involving a workload exceeding the standard output as described in the “Definitions”, a supplement of 30% of the Provider’s fee per standard page may be applied, upon request by the Provider;
- For translations requiring specific legal knowledge, the Council will notify the selected Provider accordingly and a supplement of 30% of the Provider’s fee per standard page may be applied, upon request by the Provider;
- A supplement shall always be calculated on the basis of the standard fee, even in cases where several supplements apply to the same translation.

E. HOW WILL THIS FRAMEWORK CONTRACT WORK? (ORDERING PROCEDURE)

Once this consultation and the subsequent selection are completed, you will be informed accordingly. Deliverables will then be carried out on the basis of Order Forms submitted by the Council to the selected Service Provider(s), by post or electronically, on **an as needed basis** (there is therefore no obligation to order on the part of the Council).

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

1. Pooling

For each Order, the Council will choose from the pool of pre-selected tenderers the Provider who demonstrably offers best value for money for its requirement when assessed – for the Order concerned – against the criteria of:

- quality (including as appropriate: capability, expertise, past performance, availability of resources and proposed methods of undertaking the work);
- availability (including, without limitation, capacity to meet required deadlines and, where relevant, geographical location); and
- price.

If a Provider is unable to take an Order or if no reply is given on his behalf within that deadline, the Council may call on another Service Provider using the same criteria, and so on until a suitable Provider is contracted.

2. Providers subject to VAT

The Provider, **if subject to VAT**, shall also send, together with each signed Form, a quote⁴ (Pro Forma invoice) in line with the indications specified on each Order Form, and including:

- the Service Provider’s name and address;
- its VAT number;
- the full list of services;
- the fee per type of deliverables (in the currency indicated on the Act of Engagement, tax exclusive);
- the total amount per type of deliverables (in the currency indicated on the Act of Engagement, tax exclusive);
- the total amount (in the currency indicated on the Act of Engagement), tax exclusive, the applicable VAT rate, the amount of VAT and the amount VAT inclusive .

3. Signature of orders

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

4. Cancellation

Should the Council cancel an Order for a translation on which the Provider has already started to work a cancellation fee of 70% of the fee per standard page of translation completed by the date and time of cancellation shall be

⁴ It must strictly respect the fees indicated in Section A of the Act of Engagement as recorded by the Council of Europe. In case of non-compliance with the fees as indicated in the Act of Engagement, the Council of Europe reserves the right to terminate the Contract with the Service Provider, in all or in part.

payable. To receive the payment, the Provider must submit the translation in progress as it stands within 24 (twenty-four) hours from the notification of the cancellation.

5. Acceptance of the deliverables

Any translated text will be assessed for conformity with the Contract by the Council on the basis of a Standard Quality Control Form (see next page). If a translation is sent back for completion or if further checks are needed, the formal acceptance of the deliverable(s) will be suspended.

Translated texts which are found not to comply with the quality and technical requirements set out above may be sent back to the Provider for completion.

If the Provider, for any lot, fails to provide the expected service level, as defined in the present document, the Council reserves the right to deduct from the price to be paid an amount corresponding, on a pro rata basis, to the level of service that the Provider failed to provide, and/or to terminate the Order and/or the Contract, in all or in part.

In addition, the Council of Europe reserves the right to reduce the payment for the specific Order in proportion to the unusable part of the translation and/or to refuse payment if the translation delivered is completely unusable, according to the following criteria and penalties:

- Text completely unusable (for example, translated file delivered in an unusable/unreadable version, requirements such as a specific version of a given language not fulfilled) = penalty of 100% of the payment (payment refusal);
- Text partly unusable (inadequate formatting, parts of a text such as table or illustration captions not translated and/or poor level of grammar/style) = if, after requesting the supplier to correct the deliverable, the result is still unsatisfactory, up to 50% penalty;
- Inadequate terminology = if the correct terminology, whilst readily available on Internet, has not been used and if, after requesting the supplier to correct the deliverable, the result is still unsatisfactory, up to 50% penalty;
- Inadequate terminology = if the terminology provided in reference documents has not been used and if, after requesting the supplier to correct the deliverable, the result is still unsatisfactory, up to 50% penalty.

Moreover, without prejudice to other administrative or contractual measures, non-compliance with contractual obligations may also lead to termination of the contract, in all or in part.

If further checks are needed, the Council must inform the Provider within 20 (twenty) calendar days from the deadline stated in the order form. For the whole time needed to complete such further checks, the contract for the lot concerned may be suspended (for a maximum of 45 calendar days) pending a final decision on the follow-up. The Council of Europe shall supply evidence that the quality of the translation service provided is unsatisfactory.

Providers must take any evaluation into account in future Orders.

The following document is an example of a quality control form.

OUTSOURCED TRANSLATION – QUALITY CONTROL FORM
(to be sent to **XX** within a maximum of **XX** days following control)

Office and email of the CoE staff completing the form ➤		
Provider's name and Translator's name ➤		
Order number ➤		
Source language ➤		
Target language ➤		
Document title and references (if any) ➤		
Specialist field (if any) ➤		
Number of standard pages ➤		
Date when document was sent for translation ➤	Click here to enter a date.	
Date when translation was returned ➤	Click here to enter a date.	
Date of control ➤	Click here to enter a date.	
Did you supply reference materials for the translator? ➤		
Problem-solving / Feedback given by the translator:		
Were references (e.g. quotations existing in target language) checked by translator? ➤		Yes or No
Unresolved problems detailed by translator? ➤		Yes or No
Quality control ratings:		
Original ➤	Poor drafting ¹ ➤	Click here to indicate your score
	Technicality ² ➤	Click here to indicate your score
Translation ➤	Reliability ³ ➤	Click here to indicate your score
	Style ➤	Click here to indicate your score
	Care ⁴ ➤	Click here to indicate your score
Overall quality of translation ➤		Click here to indicate your score
Action taken (please indicate any contacts with the Provider to have the translation revised, and retranslation done within the Office etc.) ▼		
General Comments / Examples of mistranslations (if necessary, continue evaluation on a second sheet) ▼		

¹ For example, document written by a non-native speaker with poor command of the language
² A reliable translation uses correct terminology, correct names of organisations, countries, etc.
³ For example, spelling mistakes, missing sentences or parts of sentences, incorrect figures, misspelt proper names.

6. Invoicing

In return for the fulfilment by the Provider of its obligations under the contract or any given Order, the Council undertakes to pay the amount indicated in its financial offer as based on the Table of Fees (See Act of Engagement – Section A) and on the respective Order.

Each time an Order is completed, an invoice denominated in Euros in conformity with the applicable legislation of the country of fiscal residence of the Provider shall be sent to the Council.

The payment period shall run from the date on which the properly established invoice is registered and the work has been accepted by the Council.

As the Council of Europe benefits from a tax exemption in certain countries, including VAT, Orders may, depending on the country where the selected Provider is legally established, refer to an obligation of invoicing prices exclusive of tax (See Article 4.2 of the legal Terms and Conditions – Act of Engagement, Section C).

7. Subcontracting

If a tenderer intends to subcontract Orders, the reasons for subcontracting and the extent to which it intends to subcontract must be clearly described and explained in the Tender Proposal Form. Subcontracting shall not in any manner exempt the Providers from the requirements of Section C.2 above. All subcontracted translators must be on the list of translators accepted by the Council.

Any free-lancers and self-employed persons involved by a Provider in the provision of the services due on the basis of an Order are to be considered as subcontractors. The Provider remains fully liable to the Council for performance of the contract as a whole. The Council does not have any legal commitment whatsoever to the subcontractor(s).

The Council will handle all contractual matters (e.g. payments) exclusively with the Provider, whether or not the deliverables are performed by a subcontractor. Under no circumstances can the Provider avoid liability to the Council on the ground that the subcontractor is at fault.

F. ASSESSMENT

Exclusion criteria (by signing the Act of Engagement, you declare on your honour not being in any of the below situations)⁵

Tenderers shall be excluded from participating in the tender procedure if they:

- have been sentenced by final judgment on one or more of the following charges: participation in a criminal organisation, corruption, fraud, money laundering, terrorist financing, terrorist offences or offences linked to terrorist activities, child labour or trafficking in human beings;
- 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;
- are an entity created to circumvent tax, social or other legal obligations (empty shell company), have ever created or are in the process of creation of such an entity;
- have been involved in mismanagement of the Council of Europe funds or public funds;
- are or appear to be in a situation of conflict of interest;
- are retired Council of Europe staff members or are staff members having benefitted from an early departure scheme;
- have not fulfilled, in the previous three years, their contractual obligations in the performance of a contract concluded with the Council of Europe leading to a total or partial refusal of payment and/or termination of the contract by the Council of Europe;
- are or if their owner(s) or executive officer(s), in the case of legal persons, are included in the lists of persons or entities subject to restrictive measures applied by the European Union (available at www.sanctionsmap.eu).

Eligibility criteria

Tenderers shall demonstrate that they fulfil the following criteria (to be assessed on the basis of all supporting documents listed in Section G):

- Being a **registered company** or **freelance translator**;
- **When a tenderer is a legal person:** Being able, as a Provider,⁶ to demonstrate 5 (five) years⁷ of experience of providing translation services to international organisations or national public administrations or institutions
- **When the tenderer is a natural person:** Being able to demonstrate 5 (five) years⁸ of experience of providing translation services to international organisations or national public administrations or institutions

Award criteria

- **Financial offer:** 30%
- **Quality of the offer:** 70%, including:
 - o Qualifications and experience of the translators proposed in international or institutional context 25%
 - o Qualifications and experience of legal translation, qualifications in law would be an asset 25%
 - o Technical tender detailing quality assurance and confidentiality measures put in place by the tenderer 20%.

⁵ The Council of Europe reserves the right to ask tenderers, at a later stage, to supply the following supporting documents:

- An extract from the record of convictions or failing that an equivalent document issued by the competent judicial or administrative authority of the country of incorporation, indicating that the first three and sixth requirements listed above under "exclusion criteria" are met;
- A certificate issued by the competent authority of the country of incorporation indicating that the fourth requirement is met;
- For legal persons, an extract from the companies register or other official document proving ownership and control of the Tenderer;
- For natural persons (including owners and executive officers of legal persons), a scanned copy of a valid photographic proof of identity (e.g. passport).

⁶ The experience of a tenderer's employee(s) cannot be taken into account for the tenderer's experience required in the eligibility criteria. Only the experience of the Provider itself will be taken into account.

⁷ Translation experience quoted in "words" in contracts or reference letters must be converted into "standard pages" as described under "Definitions"; 1,000 standard pages shall count as one year of experience as an employed translator/reviser/reviewer.

⁸ *Ibid.*

G. DOCUMENTS TO BE PROVIDED

- The Act of Engagement duly completed and signed, scanned including all the pages. Indicate under Section A of the Act of Engagement the lot(s) you are tendering for.
- Registration documents (for legal persons)
- A completed copy of the Tender Proposal Form
- Reference letters demonstrating the experience of the tenderer⁹
- Detailed CVs of all translators listed in the Tender Proposal Form, per category
- Documented proof of the qualifications and professional experience of any translators listed in the Tender Proposal Form

Documented proof: With regard to the qualifications and experience of the translators:

- any university degree must be supported by a copy of the diploma or certificate obtained and an English translation thereof.
- any experience must be supported by 2 letters of reference for each translator from customers, invoices, contracts clearly indicating the subject, event and language. Self-declarations or evidence not endorsed by a third party cannot and will not be accepted as evidence. Letters of reference should be provided by persons directly involved in a customer/translation service provider relationship.

All documents shall be submitted in English, failure to do so will result in the exclusion of the tender. If any of the documents listed above are missing, the Council of Europe reserves the right to reject the tender.

The Council reserves the right to reject a tender if the scanned documents are of such a quality that the documents cannot be read once printed.

⁹ The experience of a tenderer's employee(s) cannot be taken into account for the tenderer's experience required in the eligibility criteria. Only the experience of the Provider itself will be taken into account.

PART II – TENDER RULES

CALL FOR TENDERS

FOR THE PROVISION OF TRANSLATION SERVICES

2023/AO/01

ARTICLE 1 – IDENTIFICATION OF THE CONTRACTING AUTHORITY

1.1 Name and address

COUNCIL OF EUROPE

Directorate General of Democracy and Human Dignity, Anti-Discrimination Department, Inclusion and Anti-Discrimination Programmes Division, Intercultural Cities Unit.

1.2 Background

The activities of the Organisation are governed by its Statute. These activities concern the promotion of human rights, democracy and the rule of law. The Organisation has its seat in Strasbourg and has set up external offices in about 20 member and non-member states (in Ankara, Baku, Belgrade, Brussels, Bucharest, Chisinau, Erevan, Geneva, Kyiv, Lisbon, Paris, Podgorica, Pristina, Rabat, Sarajevo, Skopje, Tbilisi, Tirana, Tunis, Warsaw, Venice and Vienna).

Council of Europe procurements are governed by the Financial Regulations of the Organisation and by Rule 1395 of 20 June 2019 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.¹⁰

Further details on the project are provided in the Terms of Reference.

ARTICLE 2 – VALIDITY OF THE TENDERS

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

ARTICLE 3 – DURATION OF THE CONTRACT

The duration of the framework contract is set out in Article 2 of the Legal Conditions in the Act of Engagement.

ARTICLE 4 – CHANGE, ALTERATION AND MODIFICATION OF THE TENDER FILE

Any change in the format, or any alteration or modification of the original tender will cause the immediate rejection of the tender concerned.

ARTICLE 5 – CONTENT OF THE TENDER FILE

The tender file is composed of:

- Technical specifications/Terms of reference;
- Tender rules;
- An Act of Engagement, including the Legal Conditions of the contract.

ARTICLE 6 – LEGAL FORM OF TENDERERS

The tenderer must be either a natural person, a legal person or consortia of legal and/or natural persons.

ARTICLE 7 – 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 by **one week before the deadline for submissions of tenders**, in English, and shall be exclusively sent to the following address: intercultural.cities@coe.int

This address is to be used for questions only; for modalities of tendering, please refer to the below Article.

ARTICLE 8 – MODALITIES OF THE TENDERING

Tenders must be sent to the Council of Europe **electronically**.

Electronic copies shall be sent only to cdm@coe.int with reference no. **2023/AO/01** in the subject field. Tenders submitted to another e-mail account will be excluded from the procedure.

ARTICLE 9 – DEADLINE FOR SUBMISSION OF TENDERS

The deadline for the submission of tenders is 10 February 2023 by 23:59 CET.

ARTICLE 10 – ASSESSMENT OF TENDERS

Tenders shall be assessed in accordance with Rule 1395 of 20 June 2019 on the procurement procedures of the Council of Europe. Assessment shall be based upon the criteria as detailed in the Terms of Reference.

ARTICLE 11 – NEGOTIATIONS

The Council reserves the right to hold negotiations with the bidders in accordance with Article 20 of Rule 1395.

* * *

¹⁰ Available on the website of the Council of Europe Treaty Office: www.conventions.coe.int

FINAL CHECK LIST

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

- A completed and signed copy of the Act of Engagement;
- A list of all owners and executive officers, for legal persons only;
- Registration documents (for legal persons)
- A completed copy of the Tender Proposal Form
- Reference letters demonstrating the experience of the tenderer
- Detailed CVs of all translators listed in the Tender Proposal Form, per category
- Documented proof of the qualifications and professional experience of any translators listed in the Tender Proposal Form

2) HOW TO SEND TENDERS?

Tenders must be sent to the Council of Europe **electronically**.

Electronic copies shall be sent only to cdm@coe.int with reference no. **2023/AO/01** in the subject field. Tenders submitted to another e-mail account will be excluded from the procedure.

The deadline for the submission of tenders is 10 February 2023 by 23:59 CET.