|  |  |
| --- | --- |
| Contract No. ► | BH8689\_DCLs\_Furniture |
| Project ID / Sector ► | 2449 – Strengthening democratic citizenship education in albania |
| Council of Europe contact point ► | education.tirana@coe.int |

**Act of Engagement**

**(Competitive bidding procedure / Framework contract)**

**This Act of Engagement lays down the terms and conditions of the framework contract between the Provider (as described below, and the Council of Europe[[1]](#footnote-2) for the provision of furniture (the deliverables are described in greater detail in the Technical Requirements Annex I).**

The signature of this Act of Engagement by the tenderer alone shall not constitute or imply any sort of contractual commitment on the part of the Council of Europe. This Act shall become contractually binding only **upon signature by a Council of Europe representative** (see Section B).

Tenderers shall:

1. Fill in the below sections **Contact details of the Provider** and **Bank details**. Ensure that the “Name” of the Provider and the “Account holder” are the same.

2. Fill in the column “Unit fee” of the table of fees (See Section A);

3. Sign the Act of Engagement (See Section B) and send a scanned copy to the Council, together with the other supporting documents (if any – see Tender File Section G).

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Provider information** | Legal personality[[2]](#footnote-3) ► | [ ]  Natural person  | [ ]  Legal person  | [ ]  Consortium |
| Name and address[[3]](#footnote-4)► |  |
| Consortium’s coordinator (for consortia only)[[4]](#footnote-5) ► |  |
| Representative (for legal persons only)► |  |
| Contact person► |  |
| VAT n° (if any)► |  |
| Country and registration n° (if any)► |  |
| Email (Contact person)► |  |
| Phone number (Contact person)► |  |
| **Bank details** | Account holder[[5]](#footnote-6)► |  |
| IBAN n°(if available)► |  | Full bank account n° (for non-IBAN countries only) ► |  |
| Bank nameand Branch► |  | BIC/SWIFT Code ► |  |
|  | Bank Address ► |  | Account currency[[6]](#footnote-7) ►  |  |

**A. Terms of reference/Table of unit fees**

The Council of Europe project *Strengthening Democratic Citizenship Education in Albania*, funded by the Swedish International Development Cooperation Agency (Sida) with duration until May 2026, will implement Democratic Cultural Labs (DCLs) in the premises of 17 (seventeen) pilot schools participating in the project. In that context, it is looking for a Provider for the provision of furniture to be requested by the Council on an as needed basis, in compliance with the ordering procedure defined in the Framework Contract.

Each time an order form is sent, the selected Provider undertakes to take all the necessary measures to send it signed to the Council within5 (five) working days after its reception.

**Fees**

The fees indicated below will be applicable throughout the duration of the Framework Contract. Prices are indicated in Euros without VAT. For the VAT regime to be mentioned on the invoice(s), please refer to Article 4.2 of the Legal Conditions (See Section C. below).

The Provider shall indicate its proposed fee(s) in the box(es) below.

|  |  |  |
| --- | --- | --- |
| **Type(s) of Units ▼** | **Estimated Number of Units****▼** | **Unit price net of VAT****▼** |
| Trapezoidal worktable - Melamine material with 1 mm PVC edge banding and painted iron legs | 200 |  |
| Small round table, diameter 45 cm - Melamine material with 1 mm PVC edge banding and painted iron legs | 57 |  |
| Large round table, diameter 60 cm - Melamine material with 1 mm PVC edge banding and painted iron legs | 57 |  |
| Flower vase holder, 45x40x35 cm - Melamine material with 1 mm PVC InDesign | 62 |  |
| Seat with shield - Melamine material with 1 mm PVC edging, upholstered with polyester fabric and sponge padding | 213 |  |
| Chair Support – round shape - Melamine material with polyester fabric and sponge padding | 213 |  |
| Bookshelf, 125x80x30 cm - Melamine material with 1 mm PVC edge banding | 73 |  |
| Static chair | 200 |  |
| Roller blinds | 40 |  |
| Carpet, width 200 cm | 200 |  |
| Plant “Monstera Pertusum” | 42 |  |
| Plant “Kentia Palm” | 20 |  |
| Transportation/Transfer Tirana  | 5 |  |
| Transportation/Transfer Durres | 1 |  |
| Transportation/Transfer Kavaje | 2 |  |
| Transportation/Transfer Divjake | 1 |  |
| Transportation/Transfer Vlore  | 1 |  |
| Transportation/Transfer Devoll | 1 |  |
| Transportation/Transfer Elbasan | 2 |  |
| Transportation/Transfer Tropoje | 1 |  |
| Transportation/Transfer Vau i Dejes | 1 |  |
| Transportation/Transfer Lezhe | 1 |  |
| Transportation/Transfer Shkoder | 1 |  |
| Mounting / Resembling service of all the above-mentioned items in 17 schools | 17 |  |

|  |  |
| --- | --- |
| This Framework Contract takes effect as from the date of its signature by both parties and is concluded until: | 31/05/2026 |
| The Framework Contract cannot be renewed. |

**B. Declaration of Agreement and Signature**

I, the undersigned, acting on my own behalf or as a representative of the Provider indicated below, hereby:

* Declare having the authority to represent the Provider;
* Declare that the information provided to the Council under this procedure is complete, correct and truthful.
* acknowledge, in signing this document, that I have been notified that if any of the statements made or information provided prove to be false, the Council reserves the right to exclude the tender concerned from the procedure or to terminate any existing contractual relations related to the latter;
* Express consent to any audit or verification that the Council may initiate by any means on the information provided under this procedure;
* Declare that neither I, nor the Provider I represent, are in any of the situations listed in the exclusion criteria as reproduced in the Tender File;
* Declare that neither I, nor the Provider I represent, are in a situation of a conflict of interests or a potential conflict of interest in relation to this procedure. I have been notified and understand that a conflict of interests may arise, in particular, from economic interests, political or national affinities, emotional or family ties or any other type of shared relationship or interest;
* Declare that I am not a retired Council of Europe staff member or a Council of Europe staff member having benefitted from an early departure scheme;
* Declare that I am currently not employed by the Council of Europe and was not employed by the Council of Europe on the date of the launch of the procurement procedure;
* Declare (where applicable) that I am the only owner of the moral rights in any creations of the company under my sole proprietorship or equivalent and that I am individually liable for all obligations undertaken under this contract by me or by the company under my sole proprietorship or equivalent;
* Undertake to update the Council with significant information changes within a reasonable time. Significant information changes include, but are not limited to change of legal status, ownership, name and address, loss of licence of registration, filing bankruptcy, suspension or debarment by any national or local governmental agency or assimilated, inclusion in the lists of persons or entities subject to restrictive measures applied by the United Nations Security Council or the European Union;
* Accept without any derogation all the terms of the Legal Conditions as reproduced in the present document and understand that its signature **shall constitute signature of the contract** with the Council subject to the selection of the tender by the Council and the signature of this Act by a representative of the Council.

Fill in and sign this part and send a scanned copy of the document to the Council, together with the other supporting documents (See Tender File Section G).

|  |  |  |  |
| --- | --- | --- | --- |
|  | **For the Provider****▼** |  | **For the Council of Europe[[7]](#footnote-8)****▼** |
| Signature(s) | Provider ► |  |  | Signatory (Name, Function and Entity) | Giulia REHead of Office  |
| Signatory(ies)[[8]](#footnote-9)► |  |
| Place of signature ► | In |  | Place of signature | In Tirana  |
| Date of signature ► | \_\_\_ / 08 / 2025 |  | Date of signature | \_\_\_ / 09 / 2025 |
| Signature(s)[[9]](#footnote-10)► |  |  | Signature |  |

**C. Legal Conditions**

**Article 1 – General provisions**

* 1. The Provider undertakes, on the conditions and in the manner laid down by common agreement hereafter excluding any accessory verbal agreement, to provide the list of Deliverables reproduced in the Terms of reference (see Section A above) related to the present contract and in the tender submitted by the Provider.
	2. The present contract is composed, by order of precedence, of:
	a) the Act of Engagement, in its entirety (cover page, Sections A and B and the present Legal Conditions) and any subsequent Order;

b) the Terms of reference;

c) Technical Requirements as reproduced in Appendix I to this contract, and
d) the tender submitted by the Provider.

* 1. Any general purchasing terms and conditions of the Provider shall never prevail over these legal conditions. Any provision proffered by the Provider in its documents (general conditions or correspondence) conflicting with the clauses of these legal conditions shall be deemed void, except for any clauses which may be more favourable to the Council.
	2. For the purposes of this Contract:
	a) “Contract” shall refer to the documents described in 1.2, above;
	b) “Council” shall mean the Council of Europe;
	c) “Deliverables” shall mean the services or goods as described in the Terms of reference;
	d) “Parties” shall mean the Council and the “Provider” shall mean the legal or physical person selected by the Council for the provision of the Deliverables. This person may equally be referred to as the “Service Provider” or the “Consultant”;

 e) “Designated final beneficiary” shall mean the Ministry of Education and Sports.

**Article 2 – Duration**

The contract is concluded until the day specified in Section A of this Act of Engagement and takes effect as from the date of its signature by both parties. The contract may be renewed in accordance with the conditions laid down in Section A of the Act of Engagement. The Deliverables shall be executed in accordance with the timeframe indicated in the Terms of reference and in any subsequent Order forms.

**Article 3 – Obligations of the Provider**

**3.1 General obligations**

1. The Provider bears sole responsibility for all the decisions made and the human, technical, logistic and material resources used in the context of the Contract in order to provide the Deliverables, with due respect for the Council of Europe’s needs and constraints, as contractually defined.
2. The Provider recognises that it is subject to a general obligation to provide advice, including, but not limited to, an obligation to provide any relevant information or recommendations to the Council. In this context, the Provider shall supply to the Council all the advice, warnings and recommendations necessary particularly in terms of quality of Deliverables, security and compliance with professional standards. The 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.
3. The Provider undertakes to provide the final beneficiary with the Deliverables described in any subsequent Order forms. It shall deliver the Deliverables to the designated final beneficiary, in the format and on the media indicated and in compliance with the deadlines indicated in any subsequent Order forms.

3.1.4. The Provider shall carry out all necessary tests before delivering each Deliverable in order to check the conformity of the Deliverable(s) in question. If the staff of the Provider is required to perform services on the premises of the designated final beneficiary, they shall comply with the working hours, in-house rules and health and safety rules applicable on those premises, unless otherwise agreed in writing by the Parties. It is expressly agreed that the present Contract shall not entail any secondment of staff and that the staff of the Provider assigned to performing the relevant services shall in all cases remain under the supervision and hierarchical and disciplinary authority of the Provider, which shall be responsible for the technical management and the administrative, accounting and social management of its staff. It is specified in this connection that the staff of the Provider assigned to performing relevant services shall receive their instructions from their hierarchical superiors within the Provider and report back on their activities to the Provider. The Provider shall guarantee that the employees performing relevant services are legally employed in accordance with the provisions of the applicable labour legislation.

3.1.5. The Provider undertakes to allocate sufficient human resources to ensure the smooth implementation of the Contract.

 **3.2. Place and date of delivery of the equipment**

* + 1. The places of delivery shall be those defined in subsequent Order forms.
		2. Delivery shall be completed within precise dates and times for delivery (to each location) defined in subsequent Order forms.
		3. The Provider shall take all the necessary measures in order to assure that the equipment is delivered intact to the place of delivery (DDP – INCOTERMS 2020).
		4. The Provider shall make all efforts to deliver the totality of the equipment ordered to each place of delivery at the same date and time. The Provider shall notify the Council of Europe of any problem arising with the delivery of any items at the latest five working days prior to the delivery date, as agreed in accordance with Article 3.2.3.
		5. Upon supply of the deliverables, the Provider shall provide an Act of Acceptance for the deliverables, using the Model reproduced in Appendix II to the present contract, to the Council and to the designated final beneficiary for signature. Each Act of Acceptance must be signed in three copies – one for the Council, one for the Service Provider, one for the designated final beneficiary.
		6. The Council and the designated final beneficiary shall have the right to inspect the deliverables, and/or to appoint expert(s) to this end, and – when relevant – to carry out all necessary quantitative and qualitative verifications, to confirm or deny that the deliverables conform to the specifications agreed under the contract prior to acceptance of delivery. The Council shall take all necessary measures within its means to either accept or reject the deliverables, in all or in part, for non-conformity with the specifications agreed under the contract within 10 working days from receipt. The Council’s right to reject any deliverables shall not be in any way limited or waived by the inspection of the deliverables, or by the signature of an Act of Acceptance by the designated final beneficiary or any person other than a delegated representative of the Council.
		7. When relevant, all rejected deliverables shall be returned to the Provider (transportation charges collect), or held by the designated final beneficiary for collection by the Provider at the Provider’s risk and expense. The Provider shall continue to be bound to provide, within the shortest possible delay, those items which have been rejected, unless the contract is terminated by express notification of the Council.
		8. The Council shall pay only the amount corresponding to the deliverables and services actually provided and accepted at the time of breach of the contract and shall be entitled to reimbursement of any sums already paid for deliverables not delivered or services not provided, including the deposit mentioned if one had been paid.
		9. Without prejudice to the provisions of Article 3.2.6, 3.2.7 and 3.2.8, the Council shall sign, simultaneously with the designated final beneficiary, the three copies of the Act of acceptance in acceptance of the deliverables received from the Provider. By its signature the Council shall transfer all rights, title, interest, and benefit in and to the deliverables immediately to the designated final beneficiary. Furthermore, all rights, title, interest and benefit, and all obligations under the current contract shall be immediately transferred to the designated final beneficiary. The Council shall retain any rights, duties and claims already accrued under the contract, in particular the right to enforce delivery, refuse payment, or claim reimbursement of any sums advanced in the event of non-delivery of any part of the equipment or other non-performance of any part of the contract at any time prior to the transfer of title. The Council shall also remain liable for payment of the final balance as defined in subsequent Order forms.
		10. Upon signature of the Act of Acceptance by the Council of Europe and the designated final beneficiary, the final balance shall become due within the time limit set down in respective Order forms.
		11. Without prejudice to the provisions of Article 3.2.6, 3.2.7 and 3.2.8, the designated final beneficiary shall sign, simultaneously with the Council, the three copies of the Act of acceptance of the deliverables received from the Provider on the day of the delivery. Any refusal to sign the act of acceptance shall be provided in writing and duly justified. By its signature of the act of acceptance, the designated final beneficiary will confirm and agree that the deliverables delivered conform to the description and standard defined in the Technical Requirements.
		12. By signing the Act of Acceptance, the designated final beneficiary will accept the transfer from the Council of all the rights, title, interest, obligations and benefit in and to the deliverables and the contract.
		13. Upon signature of the Act of Acceptance, the designated final beneficiary will release the Council from its future obligations and waives any claim against the Council upon the basis of this contract and any other agreement or understanding as to content or quality in respect of the deliverables delivered. This shall in no way be interpreted as waiving the responsibility of the Provider, who shall remain liable to the Council of Europe and any transferee or assignee, including the designated final beneficiary for breach of contract or other civil liability.
		14. The designated final beneficiary will assume the risk of accidental damage or accidental loss of the equipment upon delivery by signature of the Act of Acceptance.
		15. The Service Provider expressly consents to the transfer to the designated final beneficiary and agrees to the novation of this contract and all rights, benefit, interest and obligations arising therefrom, without prejudice to the enduring rights of the Council of Europe, as detailed in this Article.
		16. When relevant, the Provider shall install the items indicated in subsequent order forms at the places of delivery prior to signature of the act of acceptance relative to those order forms.
		17. Any other relevant documentation for each item of equipment shall be provided with the equipment at the time of delivery.

When relevant, the Provider shall arrange for the demonstration of proper use of the equipment detailed in Appendix I, by an appropriate expert, on the day of delivery at each location indicated. Alternatively, the demonstrations shall take place at no extra cost to the Council at the latest within 2 (two) weeks of the date of delivery. Arrangements for the demonstration shall be agreed in writing with the Council of Europe and the upon delivery by signature of the act of acceptance at least 2 (two) weeks in advance of the proposed date of demonstration.

**3.3 Health and social insurance of the Provider or its employees**

The Provider shall undertake all necessary measures to arrange for health and social insurance during the entire contract. The Provider acknowledges and accepts in this regard that the Council shall not assume any responsibility for any health and social risks concerning illness, maternity or accident which might occur during the performance of work under the contract.

**3.4 Fiscal obligations**

The Provider undertakes to inform the Council about any change of its status with regard to VAT, to observe all applicable rules and to comply with its fiscal obligations in:

a) submitting a request for payment, or an invoice, to the Council in conformity with the applicable legislation;

b) declaring all fees received from the Council for tax purposes as required in his/her/its country of fiscal residence.

**3.5 Loyalty and confidentiality**

1. In the performance of the present contract, the Provider will not seek or accept instructions from any government or any authority external to the Council. The Provider undertakes to comply with the Council’s directives for the completion of the Deliverables and to refrain from any word or act that may be construed as committing the Council.
2. The Provider shall observe the utmost discretion in all matters concerning the contract, and particularly any matters or data that have been or are to be recorded that come to the 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, the 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 Provider’s notice as a result of dealings with the Council. Nor shall the 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.

**3.6 Disclosure of the terms of the contract**

1. The 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 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 Provider and amount of the contract/project.
2. Whenever appropriate, specific confidentiality measures shall be taken by the Council to preserve the vital interests of the Provider.

**3.7 Use of the Council of Europe’s name**

The Provider shall not use the Council’s name, flag or logo without prior authorisation of the Council.

**3.8 Data Protection**

1. Without prejudice to the other provisions of this contract, the Parties undertake, in the execution of this contract, to comply at all times with the legislation applicable to each of them concerning the processing of personal data.
2. Where the Provider, pursuant to its obligations under this contract, processes personal data on behalf of the Council, it shall:
3. Process personal data only in accordance with written instructions from the Council;
4. Process personal data only to the extent and in such manner as is necessary for the execution of the contract, or as otherwise notified by the Council;
5. Implement appropriate technological measures to protect personal data against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction, or damage while having regard to the nature of the personal data which is to be protected;
6. Take reasonable steps to ensure the reliability of the Provider’s employees having access to the personal data and to ensure that they have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality and thus agree to comply with the data protection obligations set out in this contract;
7. Obtain written consent from the Council prior to any transfer of possession or responsibility for the personal data to any subcontractors. If the Council chooses to authorise subcontracting, the same data protection obligations as set out in this contract shall be imposed on the subcontractor by way of a contract. The Provider shall remain fully liable to the Council for the performance of that subcontractor’s obligations.
8. Notify the Council within five working days if it receives:
a. a request from a data subject to have access (including rectification, deletion and objection) to that person’s personal data; or
b. a complaint or request related to the Council’s obligations to comply with the data protection requirements.
9. Provide the Council with full assistance in relation to any such request or complaint and assist the Council to fulfil its obligation to respond to the requests for rectification, deletion and objection, to provide information on data processing to data subjects and to notify personal data breaches;
10. Allow for and contribute to checks and audits, including inspections, conducted or mandated by the Council or by any authorised third auditing person. The Provider shall immediately inform the Council of any audit not conducted or mandated by the Council;
11. Not process nor transfer personal data outside the jurisdiction of a Council of Europe Member State without the prior authorisation of the Council and provided that an adequate level of protection is guaranteed by law or by ad hoc or approved standardised safeguards (such as binding corporate rules) in the jurisdiction of the recipient;
12. Make available to the Council all information necessary to demonstrate compliance with the obligations under the contract in connection with the processing of personal data and the rights of data subjects;
13. Upon the Council’s request, delete or return to the Council all personal data and any existing copies, unless the applicable law requires storage of the personal data.

**3.9 Parallel Activities**

Where the Provider is a natural person who is employed in parallel to this Contract, they hereby confirm that they:

a) have been granted approval from their employer to perform paid services for the Council under this Contract, and/or

b) have been granted leave during the performance of their obligations under this Contract.

**3.10** **Warranties**

1. The Provider warrants that the services and equipment comply with the standards and technical requirements recorded in the Technical Requirements as reproduced in Appendix I or, when relevant, in the subsequent Order Form.
2. The Provider further warrants that the services and equipment comply with the standards and technical requirements established in the beneficiary country as well as the regulatory documents and State standards.
3. The Provider warrants that the material of which the equipment is made has no defects and that the equipment has been manufactured to the required standard, and is absent of defects related to the manufacturing process.
4. The Provider undertakes to replace or repair any defective part in the items listed in the respective order forms free of charge.
5. The Provider shall not be liable to replace or repair free of charge parts damaged by normal wear and tear, unless covered by the warranty period described in Appendix I.
6. The Provider shall ensure the availability upon order of spare parts for all items of equipment listed in Appendix I from the date of signing of the act of acceptance by the last party and for the entire duration of the warranty period. In the event of termination of the product line for spare parts for any pieces of the equipment within 5 years from the date of signing of the act of acceptance, the Provider shall notify the Council and the designed final beneficiary in advance so as to allow the possible purchase of spare parts in a timely manner.
7. The Provider shall provide the designed final beneficiary upon delivery with the respective and duly filled-in warranty certificates for each item of the equipment to be delivered under this contract, containing a description of the equipment, serial numbers and after-sales service terms as well as user manuals.
8. The warranty to the equipment shall not cover defects in their operation resulting from improper use of the equipment contrary to the user manuals provided for that equipment.
9. Provider shall inspect the equipment listed in Technical Requirements at the intervals indicated in Appendix I. The Service Provider shall provide estimates for the cost of any reparation or maintenance required for the equipment where this is not covered by warranty.
10. Where defects are discovered after the warranty period that ought reasonably to have been discovered or prevented by the Provider at the time of delivery, and without prejudice to the rights and remedies of the Council for breach of this contract, the equipment shall be treated as under warranty.
11. The Provider guarantees the correction of defects free of charge within 15 (fifteen) calendar days from the receipt of the notification during the warranty period.
12. The correction of defects under warranty can be made by way of replacement or repair of the equipment.
13. The Provider shall deliver spare parts required for the repair of abovementioned defects and any damage caused by the defect in the equipment under warranty at its own expense.
14. After the expiry of the equipment warranty period, the Provider and the designed final beneficiary may by mutual consent conclude a post-warranty service agreement for all or some of the equipment on a one-off or continuing basis.
15. All disputes concerning the warranties for the equipment shall be determined in accordance with Article 13.
16. For avoidance of doubt, the parties acknowledge and agree that, in case the Council transfers property of the equipment to a third party, the equipment warranty and obligations of the Provider are also transferred.

**3.11 Other obligations**

3.11.1 In the performance of the present contract, the Provider undertakes to comply with the applicable principles, rules and values of the Council, including – but not limited to – those laid down in the [Policy on Respect and Dignity in the Council of Europe](https://rm.coe.int/policy-on-respect-and-dignity-at-the-council-of-europe/1680a9754b) and the [Code of Conduct](https://rm.coe.int/code-of-conduct/1680a97549).

3.11.2 The Staff Regulations and the rules concerning temporary staff members shall not apply to the Provider. 3.11.3 Nothing in this contract may be construed as conferring on the Provider the capacity of a Council of Europe staff member or employee.

3.11.3 If the performance of the present contract requires access to the Council of Europe’s premises or information system by the Provider’s employees, the Service Provider undertakes to carry out a background check on the employees assigned to the Council of Europe in order to prevent and control risks to the security of the Council of Europe’s staff, property and information. The Provider undertakes to provide only employees whose background does not demonstrate incompatibility with the performance of duties within the Council of Europe.

**Article 4 – Fees, expenses and mode of payment**

**4.1 Ordering**

1. 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 the deadline indicated in the Tender File. If this Provider is unable to take the Order or if no reply is given on his behalf within that deadline, the Council may call on another Provider, if any, in accordance with the terms of the Tender File.
2. An Order Form is considered to be legally binding when the Order, signed by the 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.
3. In return for the fulfilment by the Provider of its obligations under each Order, the Council undertakes to pay the Provider the fees as indicated in the relevant Order Form, in the currency specified in the Table of fees.
4. Amounts/Fees indicated in this Contract and in each Order are final and not subject to review.

**4.2 VAT**

1. Should the Provider not be subject to VAT, the amount invoiced shall be net fixed amount. Should the Provider be subject to VAT, the amount shall be invoiced as indicated in Articles 4.2.2 to 4.2.4.
2. Should the deliverables be taxable in France, the amount invoiced shall be VAT inclusive. For services physically carried out in France, providers who do not have a French VAT number must register with the French Fiscal Authorities: Directorate for non-resident tax / sie.entreprises-etrangeres@dgfip.finances.gouv.fr / 10, rue du Centre / 93465 Noisy-le-Grand Cedex / + 33 (0)1 57 33 85 00; or, depending on the provider, Providers without a French VAT number are required to register for VAT purposes at the VAT One Stop Shop (VAT OSS) of their choice. The invoice shall indicate the total amount without taxes, the rate and the amount of the VAT and the total amount ‘including all taxes’. The invoice shall also stipulate the following statement: “French VAT collected by the Provider and paid to the One-Stop shop in [Address/Country] under the OSS identification number [No. XX]”.
3. Should the deliverables be taxable in another EU country, and unless otherwise agreed between the Parties, the Council will provide the Provider with an exemption certificate prior to the signature of the contract. The exemption certificate sent by the Council of Europe should be retained by the 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 sale/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.
4. 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 shall include VAT.

**4.3 Invoicing and payment**

1. For each Order completed, and upon acceptance of the Deliverable(s) by the Council, the Provider shall submit an invoice or a request for payment in triplicate and in the currency specified in the Table of fees, in conformity with the applicable legislation.
2. Before accepting the Deliverable(s), the Council reserves the right to ask the Provider to submit any other document or information that may serve the purpose of establishing that the Contract has been duly executed.
3. In the case of event organisation, the Provider shall in any case submit any document that proves that the event took place, including but not limited to an attendance sheet broken down into half days specifying the location, date(s) and time(s) of the event(s) or activity(ies), to be individually signed by each participant and the Provider.
4. The payment for the Deliverables to be paid by the Council shall be made within 60 calendar days of submission of the invoice described in Article 4.3.1, subject to the submission of the Deliverable(s) described in the Terms of reference and its/their acceptance by the Council.
5. Advance payments are subject to a written agreement between the parties, on an order-by-order basis, and should be paid within 60 calendar days upon signature of the Order concerned.

**4.4 Other expenses**

1. In the event of the Provider being required to travel for the purposes of the contract, and provided the Terms of reference do not stipulate that the fees already include travel and subsistence expenses, the Council undertakes, subject to its prior agreement, to reimburse travel and subsistence allowances in compliance with the Council’s applicable Revised rules concerning the reimbursement of travel and subsistence expenses to government experts and other persons travelling at the charge of Council of Europe budgets.[[10]](#footnote-11)
2. Travel expenses referred to under 4.4.1 will be reimbursed on the basis of the rail fare (first class) or air fare (tourist class) upon presentation of an invoice on the letterhead of the relevant vouchers. Subsistence expenses (including travel expenses within the locality visited) will be reimbursed at the applicable daily rate.
3. In the event of the Provider being required to travel for the purposes of the contract, the duration of the Provider’s travel and stays will be covered by an insurance policy with the insurers AIG EUROPE (Policy No. 9.502.001). A telephone helpline is available in case of emergency +32 2 739 9991 (EN) or +32 2 739 9990 (FR). The said insurance will cover specific risks related to official journeys such as medical expenses for illness, accident and medical repatriation for persons up to their 80th birthday.

**Article 5 – Termination**

1. In the event that:
2. the Provider does not satisfy the conditions laid down in this contract or those resulting from any modifications duly accepted in writing by both parties, in accordance with the provisions of Article 6 below; or
3. the Deliverables provided as referred to under Article 1.1 do not reach a satisfactory level; or
4. the Provider is in any of the situations listed in Article 11.2.

the Council may consider there to have been a breach of contract and may consequently refuse to pay to the Provider the amounts referred to in Article 4.1 and Article 4.4 above.

1. Upon invoking paragraph 5.1 above the Council reserves the right to terminate the contract in all or in part. In case of termination, the Council shall pay only the amount corresponding to the deliverables actually and satisfactorily provided at the time of termination of the contract and shall request reimbursement of the sums already paid for Deliverables not provided. In case of partial termination, the obligations of the parties shall endure for all deliverables which are not subject of the notification of termination.
2. Either party may terminate the Contract for any reason with at least thirty (30) days’ written notice. Unless specified otherwise by the Council in the termination notice, pending Order Forms shall not be affected. The Council reserves the right not to issue new Order Forms during the notice period. The Provider shall have no claim for damages, compensation, loss of profit or otherwise, except for actual costs reasonably and properly incurred up to the date of termination.
3. Any outstanding sums that may be owed to the Council in the event of termination shall be paid to the Council’s bank account within 60 calendar days from the termination notice.

**Article 6 - Modifications**

1. The provisions of this contract cannot be modified without the written agreement of both parties. This agreement may take the form of an exchange of emails provided it is done using the contact details specified in Article 8.
2. Any modification shall not affect elements of the contract which may distort the initial conditions of the tendering procedure or give rise to unequal treatment between the tenderers.
3. This contract may not be transferred, in full or in part, for money or free of charge, without the Council’s prior authorisation in writing.
4. The Provider may not subcontract all or part of the Deliverables without the written authorisation of the Council. If authorised to subcontract by the Council, the Provider shall ensure compliance with all contractual conditions by all authorised subcontractors. The Provider shall remain fully liable to the Council for the performance of that subcontractor’s obligations.

**Article 7 - Case of force majeure**

1. In the event of 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 or the Provider to cancel the contract.
2. In the event of such circumstances each party shall be required to notify the other party accordingly in writing, within a period of 7 calendar days.

**Article 8 - Communication between the parties**

1. The Contact point within the Council of Europe is indicated on the cover page of the Act of Engagement (See page 1 above).
2. The Provider can be reached through the means indicated in the Act of Engagement (see page 1 above).
3. Any communication is deemed to have been made when it is received by the receiving party, unless the Contract refers to the date when the communication was sent.
4. Electronic communication is deemed to have been received by the receiving party on the day of successful dispatch of that communication, provided that it is sent to the addressees listed in paragraphs 1 and 2 above. Dispatch shall be deemed unsuccessful if the sending party receives a message of non-delivery. In this case, the sending party shall immediately send again such communication to any of the other addresses listed in paragraphs 1 and 2 above. In case of unsuccessful dispatch, the sending party shall not be held in breach of its obligation to send such communication within a specified deadline, provided the communication is dispatched by another means of communication without further delay.
5. Mail sent to the Council using the postal services is considered to have been received by the Council on the date on which it is registered by the department identified in paragraph 1 above.
6. Formal notifications made by registered mail with return receipt or equivalent, or by equivalent electronic means, shall be considered to have been received by the receiving party on the date of receipt indicated on the return receipt or equivalent.

**Article 9 –Acceptance**

The provision of Deliverables referred to in this contract shall be the subject of a written acceptance procedure. If foreseen in the tender file, the deliverable has to be accompanied by the filled-out AI tool checklist.

If acceptance is refused, the Council shall inform the Provider accordingly, giving reasons, and may set new modalities 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 10 – Consortium**

1. The Providers have full responsibility for carrying out and complying with the terms of the contract.
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.
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.
4. The internal roles and responsibilities of the Providers are divided as follows:
	* 1. The Providers must designate a coordinator.
		2. Each Provider must:
5. 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;
6. 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.
7. 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.
	* 1. The coordinator must:
8. monitor that the Deliverables are carried out timely and properly, in accordance with the terms of the contract;
9. 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;
10. request and review any documents or information required by the Council and verify their completeness and correctness before passing them on to the Council;
11. before starting performance of the contract, submit this list of pre-existing rights (Article 10.4.2(iii)) to the Council.
12. submit the Deliverables to the Council in accordance with the timing and terms of the contract;
13. 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.

1. 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.

**Article 11 – Changes in the Provider’s situation or standing**

11.1. The Provider shall inform the Council without delay of any changes in their address or legal domicile or in the address or legal domicile of the person who may represent them.

* 1. The Provider shall also inform the Council without delay:
1. if they are involved in a merger, takeover or change of ownership or there is a change in their legal status;
2. where the Provider is a consortium or similar entity, if there is a change in membership or partnership.
3. if they are 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;
4. if they 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;
5. if they have received a judgment with *res judicata force*, finding an offence that affects their professional integrity or serious professional misconduct;
6. if they 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 legal domicile;
7. if they are or are likely to be in a situation of conflict of interests;
8. if they 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 United Nations Security Council or the European Union.

**ARTICLE 12 – LIABILITY**

12.1. The Provider shall be bound by an obligation of result with regards to compliance with contractual time-limits indicated in any subsequent Order Form and the conformity of the Deliverable(s) to the technical specifications as indicated in Appendix I of the Act of Engagement, or in the tender submitted by the Provider.

12.2. The Provider shall bear full liability for the consequences of its failings, errors or omissions, as well as the failings, errors or omissions of its agents or sub-contractors, and be responsible for taking action against the agent(s) or sub-contractor(s) concerned to enforce their liability.

12.3. In particular, the Provider shall take full responsibility vis-à-vis the Council of Europe for any loss of earnings, increased overheads, disruption to schedules and breaches of data and information systems that might be caused to the Council of Europe by failings, errors, omissions or negligence on the part of the Provider or their agents or sub-contractors.

12.4. The Provider shall take full responsibility for the obligations attached to its capacity of employer.

**Article 13 - Disputes**

13.1. Any dispute regarding this Contract shall - failing a friendly settlement between the Parties - be submitted to arbitration.

13.2. The Arbitration Board shall be 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 Judiciaire of Strasbourg shall make the appointment.

13.3. Alternatively, 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 Judiciaire of Strasbourg.

13.4. The Board referred to in paragraph 2 of this Article or, where appropriate, the arbitrator referred to in paragraph 3 of this Article, shall determine the procedure to be followed.

13.5. 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.

13.6. The arbitral decision shall be binding upon the parties and there shall be no appeal from it.

1. Which has its seat Avenue de l’Europe, 67075 Strasbourg Cedex, France [↑](#footnote-ref-2)
2. The Council of Europe reserves the right to request documentary evidence. [↑](#footnote-ref-3)
3. **In case of the bidder being a consortium, please list all consortium members.**  [↑](#footnote-ref-4)
4. **In case of the bidder being a consortium, this field – as well as all remaining fields in this table – must include information concerning the coordinator only.** [↑](#footnote-ref-5)
5. **The name of the provider and the name of the account holder must coincide. In case of the bidder being a consortium, the name of the consortium’s coordinator and the name of the account holder must coincide**. [↑](#footnote-ref-6)
6. The bidder ensures that the indicated bank account can receive payments in the currency of the contract. [↑](#footnote-ref-7)
7. On behalf of the Secretary General of the Council of Europe. [↑](#footnote-ref-8)
8. **In case of the bidder being a consortium, indicate one signatory for each consortium member.** [↑](#footnote-ref-9)
9. **In case of the bidder being a consortium, the field “Signature (s)” must include the signatures of all consortium members.** [↑](#footnote-ref-10)
10. CM/Del/Dec(2010)1089/11.3 appendix 9 <https://rm.coe.int/rules-reimbursements-experts/1680a722b0> [↑](#footnote-ref-11)