

Call for tenders for the provision of publication design and layout services on access to justice in Eastern Partnership countries (Azerbaijan, Armenia, Belarus, Georgia, Republic of Moldova and Ukraine)

Questions and answers

Q1: As a provider subject to VAT, do I have to send a Pro-forma invoice with the documentation of this tender?

A: No, a pro -forma invoice is not to be sent at this stage of the tender procedure. A pro forma invoice needs to be sent when an order form under this Framework contract is issued. The rules on how VAT will be applied can be found in the section “Providers subject to VAT” in the Tender File¹ and the section “Fees” in the Act of Engagement².

Q2: What documents do I have to submit as a provider subject to VAT for applying for this tender?

A: All applicants are required to submit the following documents:

- A completed and signed copy of the **Act of Engagement**³ (See attached);
- A list of all owners and executive officers, for legal persons only;
- A **work portfolio** comprising a minimum of 3 examples of previous work
- A short company **CV** or **website** in English

Q3: Are deliverables intended for print or just digital/electronic versions?

A: the deliverables are for both print and digital.

Q4: Is there an approximate amount of services per month under this tender?

A: There is no monthly estimation of the amount of services needed.

Q5: Are the materials provided for publication design/layout already proofread or additional checks are required from the Provider?

A: The materials will be proofread prior to being sent for layout/publication design. Proofreading is not be part of the services required under this tender.

¹ Providers subject to VAT

The Provider, **if subject to VAT**, shall also send, together with each signed Form, a quote¹ (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.

² 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). **Tenders proposing a fee above the exclusion level will be entirely and automatically excluded from the tender procedure.**

³ The Act of Engagement must be completed, signed and scanned in its entirety (i.e. including all the pages). The scanned Act of Engagement may be sent page by page (attached to a single email) or as a compiled document, although a compiled document would be preferred. For all scanned documents, .pdf files are preferred.

Q6: What does the following phrase in the Terms of Reference “This Contract is currently estimated to cover up to 20, to be held by 31 December 2021” means?

A: This Contract is currently estimated to cover up to *20 activities*, to be held by 31 December 2021. 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.

Q7: Would you explain what is meant by the following passage included in the Tender File: “In addition to the orders requested on an as needed basis, the Provider shall keep regular communication with the Council to ensure continuing exchange of information relevant to the project implementation. This involves, among others, 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”.

A: This duty to inform the Council of Europe of developments relevant to the project implementation is a general and ongoing obligation of the Provider during the whole implementation period of the project as mirrored also in Article 3.1.2 of the Legal Conditions to the Act of Engagement and as such not a Deliverable for which a fee is being negotiated and paid for.