**CALL FOR TENDERS**

for the provision of EVENT MANAGEMENT SERVICES IN kosovo[[1]](#footnote-1)

**2022/AO/60**

|  |  |
| --- | --- |
| **Object of the procurement procedure ►** | Event management services in Kosovo\* |
| **Project ►** | Office-wide (Pristina Office) |
| **Organisation and buying entity ►** | Council of EuropeOffice of the Director General of ProgrammesCouncil of Europe Office in Pristina |
| **Type of contract ►** | **Framework Agreement**  |
| **Duration ►** | Until 14 November 2023(Renewable until 14 November 2027) |
| **Expected starting date ►** | 15 November 2022 |
| **Tender Notice Issuance date ►** | 15 September 2022 |
| **Deadline for tendering ►** | 14 October 2022 |

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* [**The TENDER RULES** 12](#_Toc445392376)

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 throughout the duration of the agreement.

**HOW DOES A FRAMEWORK AGREEMENT WORK?**

**Stage 1:**

**Pre-selection** of qualified Providers through a call for tenders and signature of a framework agreement with all the pre-selected Providers.

**Stage 2:**

**Competitive procedures (call-offs)** are organised among the pre-selected Providers each time a need arises.

**Execution** as from the date of signature of each Call-off, unless the Call-off concerned provides otherwise.

**HOW TO SUBMIT A TENDER?**

**Step 1:** Read the **TENDER FILE**

**Step 2:** Complete the **ACT OF ENGAGEMENT** andcollect therequired **SUPPORTING DOCUMENTS**, as listed in Part 1-F of the terms of reference (below).

**Step 3:** Send your **TENDER**, in accordance with the Tender Rules (see below)

**PART I –TERMS OF REFERENCE**

**CALL FOR TENDERS**

for the provision of EVENT MANAGEMENT SERVICES IN Kosovo\*

**2022/AO/60**

1. **Background**

The Council of Europe (hereinafter “the Council”) is an international organisation, based in Strasbourg and encompasses 46 European States. It was set up on 5 May 1949 to promote democracy, human rights and the rule of law, and to develop common responses to political, social, cultural and legal challenges in its member States.

Its Office in Pristina is currently managing 10 projects and plans to organise about 300-350 events for the period November 2022 - November 2023. For information purposes only, the yearly budget for these events approximately amounts 300.000-400.000 Euros.

These events consist in public events (e.g. conferences, high level meetings) or technical or expert meetings (e.g. seminars, trainings, workshops) all aimed at supporting the implementation of the projects in Kosovo. They may involve 10-50 people (small-scale seminars), 50-100 (medium conferences), 100-200 (large-scale conferences) and over 200, depending on the event and on the project. The precise requirements shall be stipulated during the call-off procedure (See Part I-D below).

These events/activities may be jointly organised with public partners or with members of the civil society. In terms of geographical scope, this call for tenders is aimed at covering exclusively events/activities to be organised in Kosovo\*. For information purposes only, the events will be organised mostly in Pristina, but as well in the following cities: Prizren, Ferizaj/Urosevac, Peja/Pec, Mitrovice/ Mitrovica, Gjakove/Djakovica and Gjilan/Gnjilane. This list is not exclusive, and the events may be organised at other potential sites in Kosovo\*. Relevant information will be communicated during the call-off procedure (See Part I-D below).

This call for tenders is aimed at selecting a minimum 3 (three) and a maximum of 5 (five) Providers able to support the Council of Europe in the organisation of such events. The expected services are detailed below.

The agreement shall be concluded until 14 November 2023 and takes effect as from the date of its signature by both parties. It shall be subject to renewal every year for a maximum of 5 (five) years. The contract shall not renew beyond 14 November 2027.

The signature of a framework agreement will in no way give rise to an obligation upon the Council of Europe to organise a minimum number of events. Events shall be organised at the sole discretion of the Council of Europe and call-off procedures will be announced accordingly as and when the need arises.

The Provider will not in any manner be entitled to represent the Council of Europe, or to act on its behalf. The Provider will remain the sole and unique liable contractor in its relationship with the Council of Europe, irrespective of its relationship with subcontractors and other interested third parties.

The Council of Europe is also entitled at its discretion to organise smaller scale events, which do not exceed 20 external participants, such as steering committee meetings, consultations, and etc, without launching call-offs for selected Providers.

1. **EXPECTED SERVICES**

Throughout the duration of the Framework Agreement, pre-selected Providers may be asked to provide the following types of deliverables:

1. **Conference/meeting rooms and related materials and resources**

The selected Provider(s) may be requested to provide the following services:

* Meeting rooms packages including coffee break, lunch, dinner, car parking and cloakroom for different types of event capacities (from 10 to 200+ persons capacity);
* Setting up the room,
	+ preparing tables and chairs according to Council of Europe requirements (such as, conference style, auditorium style, banquet style, hollow square style, classroom, U-shape style, podium, stage construction with its design and printing, flipcharts and head table) and ensuring that the room is properly cleaned and maintained accordingly during the whole event.
	+ Preparing and installing basic organisational material such as signs, name tags with contributors’ names;
	+ Providing bottled water and cups no later than one hour before the event;
	+ Abiding to all health and safety regulations at the event site;
* Providing, installing and connecting all necessary equipment (incl. laptop/computer, on-site printing facilities, multimedia projector, screening equipment, beamer, led panels, delegate/collar/handheld/rostrum microphones, earphones, sound system, mixer, remote control, photo, video, video conference equipment, voice recording, switcher-splitter) no later than one hour before the event. These services also include on-site technical and computer assistance at the event. In the case when interpretation services are needed, the respective equipment, including for audio and video services, shall be covered by a separate framework contract that the Council of Europe has established for this purpose;
* Designing and producing hand-outs, folders, notebooks, pens, badges, leaflets, banners, brand walls, diplomas/certificates’ frames and awards, or any other visibility items related to the event upon Council of Europe request. Distributing and installing the above event related items no later than one hour before the event;

* Providing a registration desk with the necessary personnel (host/hostess/supervisor) dealing with and following up registration of participants and contributors; providing attendance list and ensuring its signature by participants and contributors on each day of the event;
* Providing high-quality photographic services upon Council of Europe request;
* Sending out invitations and managing participant lists in coordination with the Council of Europe’s staff.

The Council of Europe reserves the right to request deliverables not explicitly mentioned in the above list of expected services, but related to them and necessary for the smooth and successful running of the event.

1. **Accommodation**

The selected Providers may be requested to provide the following services:

* Providing accommodation for attendees and contributors according to Council of Europe needs and requirements (i.e. single, double, standard, business rooms and others, half board and full board packages);
* Accommodation should be provided preferably either in the same premises, where the event takes place, or within walking distance from those premises.Specific requirements to the hotel rooms, if any, will be provided during the call-off procedure;
* Ensuring security protocols are respected for every accommodation arrangement.
1. **Catering**

The selected Providers may be requested to provide the following services:

* Organising and/or providing catering services for lunches, coffee breaks and/or dinners according to Council of Europe needs and requirements (standard, premium, seated, standing and other), including waitress services and invitations if necessary;
* Upon Council of Europe request, these services should be provided either a) in co-ordination with the restaurant situated in the premises where the event takes place or b) by delivering quality catering services;
* Health and safety and hygiene standards required by national legislation shall be strictly followed.

Catering may be requested in any city and region in Kosovo\*. The precise requirements shall be stipulated during the call-off procedure.

1. **Transfer/transport services**

The selected Providers may be requested to provide the following services:

* Organising and/or providing transport services, including bus, minibus, minivan and sedan and etc, within Kosovo\* or between Kosovo\* and neighbouring countries (i.e., as Albania, North Macedonia, Montenegro and Serbia);
* Organising and/or providing in-city transfer services including airport transfers, including those located in the neighbouring countries (i.e., Albania, North Macedonia, Montenegro and Serbia);
* Ensuring vehicles are properly serviced and fully in compliance with security policy;
* Ensuring drivers and all other service staff are properly vetted, trained, and provided with all relevant instructions;
* Ensuring security protocols are respected for every journey.

The Provider or its sub-contractor should be able to provide on short notice replacements for vehicles or drivers in case technical failures, accidents, illness or similar unforeseen events prevent the agreed service delivery

For more information about the Council of Europe security requirements during transfer/transportation, see below Part 1-B-5.

1. **Security requirements**

With respect to services to be provided under sections 2 (Conference/meeting room and related materials and resources) and 2 (Accommodation) above, the Provider shall be responsible for compliance with the following security standards in the implementation of all call-offs concluded under the framework agreement.

All premises, wherever located, where the Council organises events and/or accommodation, must comply with the following basic requirements, unless otherwise specified by the Council of Europe in a subsequent call-off:

* Security staff on regular duty (for large-scale conferences);
* A CCTV system shall cover public areas of the premises (e.g. hotel);
* When relevant, a functioning and regularly checked elevator system in place;
* A functioning fire alarm system;
* At least one fire evacuation exit from the premises (e.g. hotel);
* Clearly marked fire evacuation routes the lobby, conference section and accommodation floors;
* Smoke detectors installed in all premises (e.g. hotel) and conference rooms;
* Fire extinguishers placed on all floors of the premises (e.g. hotel) and in public areas near conference rooms.

Where the Provider or its sub-contractor provides an airport pick-up or other transportation services (Part 1-B-4), the selection of the transportation company/drivers should not be done on an ad hoc basis. The Provider or its sub-contractor should have an established working relationship with the company/drivers and be able to rely on their services. In general, the requirements listed for transportation below shall be complied with. Any failure to comply with these standards shall be notified to the Council of Europe when tendering for call-offs and may lead to rejection of the offer.

If specific security concerns related to the organisation of an event have been identified by the Council of Europe, the national authorities, or the Provider, the Council may:

* decline offers in response to call-offs on the basis of specific security concerns;
* request Providers to submit offers of accommodation or conference facilities from a list of premises where the Council of Europe has conducted a security risk assessment. Where relevant, this list shall be provided to Providers at the time of the relevant call-off.

If an event is organised in premises separate to the accommodation, the above standards also apply to that specific event site.

If the Council of Europe requests Providers to submit offers for transportation services, then Providers must ensure the following requirements are met:

* All passengers are insured in case of an accident by third party liability insurance (TPL), in compliance with domestic legislation;
* All drivers shall have a valid driving licence for the respective vehicle class as prescribed by the applicable national legislation;
* All drivers shall have at least 5 (five) years of professional driving experience;
* The drivers are selected via a testing process by the relevant transportation companies;
* The vehicles are not more than 7 (seven) years old for sedans and 9 years old for other types of vehicles and must have had annual technical check-ups;
* All drivers shall be aware of and observe professional ethics in dealing with clients.

In exceptional circumstances, the Council may accept a driver with less professional experience or an older vehicle provided all other requirements are met, and the unavailability of services meeting the standard requirements has been explicitly brought to the attention of the Council of Europe prior to the performance of the services.

The Council of Europe can refuse the services of a particular driver if there is concern that his/her ability to carry out his/her duties safely may have been impaired, affected or influenced by illness, fatigue or injury or any other reason. The Council of Europe can refuse the services to be delivered by a particular vehicle if there is a concern that at the moment when the service needs to be delivered, the vehicle in question is not deemed fit for the purpose.

**Where the Council considers necessary, it may request a higher or lower level of security than listed above. In such cases, the call-off for the relevant services will provide details of specific security measures valid only for the event(s) concerned. If no specific measures are provided in the call-off concerned, the above list remains valid.**

The above list is not considered exhaustive. The Council reserves the right to request deliverables not explicitly mentioned in the above list of expected services, but related to them.

1. **Reimbursement of expenses**

Upon request of the Council of Europe, the Provider shall make cash payments to attendees of events to reimburse their travel and subsistence expenses. The Provider shall make these payments directly to the attendees and shall be reimbursed these costs by the Council of Europe.

The amount of costs to be reimbursed shall correspond, for each event for which these services are requested, to the real costs indicated in the supporting documents to be submitted by the selected Provider and accepted by the Council (travel tickets or invoices collected by the selected Provider from the attendees). These expenses will be accepted by the Council subject to their conformity with the applicable rules of the Council of Europe.[[2]](#footnote-2)

For each event, the Provider shall submit to the Council a signed expense form, countersigned by the attendees who were reimbursed expenses, specifying for each person the expenses incurred and reimbursed (e.g. travel costs to and from the place where the event took place).

The expense form shall be accompanied by the corresponding invoices and, where applicable, further proof of actual expenditure of the expenses reimbursed (e.g. travel tickets issued to or submitted by the attendees). The aforementioned invoices and supporting documents shall be submitted in their original version. If for legal reasons the original supporting documents must be retained by the Provider, certified copies must be submitted.

In case that it is impossible to submit travel tickets or other invoices concerning travel expenses, the amount of reimbursement should be calculated based on the official bus fares valid at the time of travel.

1. **Miscellaneous**

The above services are not exhaustive, and the Council may request other related services (among others, organising social events for attendees) to be provided in the context of events organised under the scope of this framework agreement.

The provision of services of interpretation and translation does not fall within the scope of this call for tenders. The Council shall contract interpreters by other means to perform these tasks. The Council of Europe shall also be responsible for the provision and set-up of equipment to be used by the interpreters. However, the Provider and its subcontractors shall make all reasonable endeavours to facilitate the set-up and operation of the interpretation services.

Meetings with the Provider may be held on a regular basis at the Council of Europe premises in Pristina to monitor and evaluate the services provided.

1. **FEES**

Tenderers will be requested to tender, including with regard to fees, through subsequent competitive procedures (call-offs), which will be held after the signature of this agreement (see below Section D for more details about call-offs procedure).

1. **HOW WILL THIS FRAMEWORK AGREEMENT WORK? (CALL-OFFs PROCEDURE)**

Throughout the duration of this Framework Agreement, the pre-selected Providers will benefit from exclusivity, within the limits of the scope of this Agreement.

1. **1st stage: Selection and signature of the Framework Agreement**

The Council of Europe will select a minimum of 3 (three) and maximum of 5 (five) Providers, provided that there are sufficient tenderers satisfying the exclusion and eligibility criteria. In case the number of eligible tenderers exceeds the maximum number of Providers to be selected, the Council of Europe reserves the right to give preference to tenderers who score the highest on the basis of the award criteria (see Part 1-E below).

A signed copy of the Act of Engagement will be returned to the pre-selected Providers. The Framework Agreement will subsequently be considered as concluded between the Council of Europe and these pre-selected Providers.

1. **2nd Stage: Award of subsequent call-offs**

Once the Framework Agreement is signed, further competitive procedures will be launched to determine which of the pre-selected Providers will provide the services.

During the execution period of the Framework Agreement, tendering procedures, referred to as “call-offs”, will be launched each time a new need for services arises. For these call-offs, only the pre-selected Providers will be invited to submit tenders.

For each call-off, the pre-selected Providers will be notified of the terms of reference, and, where relevant, additional tender rules and additional legal conditions applicable. Each notification will indicate the deadline for the submission of tenders, along with all supporting documents, taking into account the complexity of the call-off concerned. Call-off tenders received after the deadline shall not be considered.

For more information about the call-off procedure, see the applicable legal conditions (as reproduced in the Act of Engagement).

The Council reserves the right to contract with third parties if the offers presented by the pre-selected Providers do not satisfy the applicable professional standards, do not cover the entire scope of the Council of Europe’s needs or if no suitable offer is presented.

The award criteria (See SectionPart 1-D-3 below) will be applied to each call-off in order to identify which offer provides the best value for money.

1. **Award criteria and weighting for the subsequent call-offs**
* (40%) **Capacity to provide the requested services, including:**
	+ the **technical requirements** of the call-off (including security and cancellation policy)
	+ the **quality requirements** of the call-off;
	+ the **human resources** allocated to the event(s).
* (60%) **Financial offer**

The above criteria will be assessed on the basis of the documents identified/requested by the Council in each individual call-off.

1. **Management of the Framework Agreement**
2. **Within the Council of Europe**

The framework agreement will be managed by the Council of Europe Office in Pristina, which will be the unique contact point between the Council of Europe and the Providers, even in cases where call-offs are launched to cover the needs of the Council of Europe Headquarters.

Throughout the duration of the framework agreement, selected Providers will be in contact with members of Council of Europe staff to coordinate events in the context of individual call-offs.

1. **Within the selected Providers**

Each service provider shall designate one contact point (key interlocutor) to manage the overall framework agreement, including responding to call-offs (see Article 4 and 9 of the legal terms and conditions, as reproduced in the Act of Engagement).

The key interlocutor on behalf of the Provider must be available for frequent communication concerning any element of the events for which the Provider has won a call-off contract. At least one staff member of the Provider acting as contact point must be present in Pristina for the duration of the contract to facilitate communication and organisation.

Call-offs may be launched for specific activities within a given project. For ease of management, it is expected that one contact point (which may be the same or different to the key interlocutor) within the Provider will manage all events per project.

The contact point for each project, within each selected Provider, will coordinate and verify/ensure the delivery of the requested services. This person must be available on request during business hours and during the event itself, to ensure the smooth running of the activity concerned and deal with any problems that arise.

1. **ASSESSMENT (1st STAGE OF THE FRAMEWORK AGREEMENT)**

*Exclusion criteria* (by signing the Act of Engagement, you declare on your honour not being in any of the below situations) [[3]](#footnote-3)

Tenderers shall be excluded from participating in this 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](http://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 Part 1-F):

* Registration as a company in accordance with the applicable domestic legislation;
* At least 3 (three) years of experience in providing similar services;
* Sufficient financial capacity, namely an annual turnover of over 100,000 EUR over the last year of reference according to the company’s practice;
* Sufficient human capacity to execute the contract, namely at least 3 (three) staff members.

*Award criteria*

If after the application of the eligibility criteria to the tenders received, there remain more Providers than the maximum number announced in this call, the Council of Europe shall proceed with a scoring of the eligible tenderers, on the basis of the following criteria:

* **Criterion 1: (30%)** A successful track record of delivering similar services to public and/or international bodies in the last 3 years;
* **Criterion 2:** **(50%)** Technical capacity including well organized management and operational structure to ensure that the requirements of the Council will be met. This will encompass the setting up of a quality control mechanism as well as the cancellation policy and potential security arrangements of the supplier;
* **Criterion 3: (20%)** Human capacity to guarantee that the requirements of the Council will be met, including:
	+ The experience of the contact point (as referred to under Part I-D-4(ii) of Terms of Reference above), including very good knowledge of English language;
	+ The experience and good language skills of other staff allocated to the execution of this Framework Agreement.

**Multiple tendering is not authorised.**

1. **DOCUMENTS TO BE PROVIDED**
* A completed and signed copy of the **Act of Engagement.** The Act of Engagement must be completed, signed and scanned in its entirety (i.e. including all the pages). The scanned Act of Engagement must be uploaded inside the e-procurement platform;
* Completed and signed **Tender Proposal Form**;
* Proof of authorisation of the signatory of the Act of Engagement to represent the tenderer;
* A copy of the **audit financial statements** of the company, or any equivalent document, for the **last** **financial year** (profit and loss account) and **Auditor’s/accountant’s report** indicating the annual turnover over the **last** **year** of reference according to the company’s practice;
* A copy of **registration documents** of the company;
* **CVs** of the contact point and other staff members to be allocated to the execution of this Framework Agreement;
* **2 (two) reference letters** from major clients;
* (i) A Court Declaration not older than 3 (three) months and (ii) Tax Declaration in a form of an Original Statement from the Tax office (or relevant Authority), that the tenderer has paid all the profit taxes and social insurance taxes (issued by relevant authorities not earlier than 2 (two) months before the deadline for submission of tenders).

**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.**

**\* \* \***

# PART II – TENDER RULES

**CALL FOR TENDERS**

for the provision of EVENT MANAGEMENT SERVICES IN kOSOVO

2022/AO/60

**ARTICLE 1 – IDENTIFICATION OF THE CONTRACTING AUTHORITY**

* 1. **Name and address**

**COUNCIL OF EUROPE**

Office of the Director General of Programmes

Council of Europe Office in Pristina

* 1. **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.[[4]](#footnote-4)

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 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 via the Message functionality inside e-procurement.**

This Message functionality should be used for questions only; for modalities of tendering, please refer to the Article below. This functionality should also not be used to submit an offer (see next Article).

**ARTICLE 8 – MODALITIES OF THE TENDERING**

Tenders must be sent to the Council of Europe **electronically via e-procurement** (offer created inside the tool and submitted before the deadline).

Link: <https://community.vortal.biz/sts/Login?SkinName=conseileurope>

**Electronic copies** must be sent via e-procurement only. Tenders submitted by any other mean (including using the Messages functionality) will be excluded from the procedure; no paper hardcopies are required, except if specifically requested.

You **do not need to sign electronically the uploaded documents** but you need to sign the Act of Engagement, which can be **handwritten** if you do not have a certified electronic signature.

**ARTICLE 9 – Deadline for submission of tenders**

The deadline for the submission of tenders is indicated in e-procurement.

**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.

\* \* \*

**FINAL CHECK LIST**

1. **BEFORE SENDING YOUR TENDER, CHECK THAT IT INCLUDES:**
* Completed and signed scanned copy of the **Act of Engagement**;
* Completed and signed **Tender Proposal Form**;
* Proof of authorisation of the signatory of the Act of Engagement to represent the tenderer;
* A copy of the **audit financial statements** of the company, or any equivalent document, for the **last financial year** (profit and loss account) and **Auditor’s/accountant’s report** indicating the annual turnover over the **last year** of reference according to the company’s practice;
* A copy of **registration documents** of the company;
* **CVs** of the contact point and other staff members to be allocated to the execution of this Framework Agreement;
* **2 (two) reference letters** from major clients;
* (i) A Court Declaration not older than 3 (three) months and (ii) Tax Declaration in a form of an Original Statement from the Tax office (or relevant Authority), that the tenderer has paid all the profit taxes and social insurance taxes (issued by relevant authorities not earlier than 2 (two) months before the deadline for submission of tenders).
1. **HOW TO SEND TENDERS?**

Tenders must be sent to the Council of Europe **electronically via e-procurement** (offer created inside the tool and submitted before the deadline).

**Electronic copies** must be sent via e-procurement only. Tenders submitted by any other mean (including using the Messages functionality) will be excluded from the procedure; no paper hardcopies are required except if specifically requested.

**Link to e-procurement tool:**

<https://community.vortal.biz/sts/Login?SkinName=conseileurope>

**Support / Helpdesk:**

Please visit the Council of Europe’s Supplier Portal to find further information, videos and support guides on our procurement tool.

<https://www.coe.int/fr/web/portal/e-procurement>

If you have any technical question to register or submit your offer in the electronic platform, please contact :

info.coe@vortal.biz

+33 9 70 01 95 53

The deadline for the submission of tenders is indicated in e-procurement.

1. All references to Kosovo, whether to the territory, institutions or population, in this text shall be understood in full compliance with United Nations’ Security Council Resolution 1244 and without prejudice to the status of Kosovo. [↑](#footnote-ref-1)
2. Applicable Rules: <https://search.coe.int/cm/Pages/result_details.aspx?ObjectID=09000016805ce9c4> [↑](#footnote-ref-2)
3. 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. [↑](#footnote-ref-3)
4. Available on the website of the Council of Europe Treaty Office: [www.conventions.coe.int](http://www.conventions.coe.int) [↑](#footnote-ref-4)