



## TENDER FILE / TERMS OF REFERENCE (Competitive bidding procedure / Framework Contract)

**Purchase of** intellectual services at local level to support the implementation of the Action on 'Strengthening the efficiency and quality of justice in Kosovo\*' according to CEPEJ tools'

**Contract No.** KOSEJ II/2019/13

Under the framework of the second phase of European Union / Council of Europe Horizontal Facility for the Western Balkans and Turkey (HFII), the Council of Europe is currently implementing the second phase of the KoSEJ Action (July 2016-May 2019) with the KoSEJ II to continue to improve the efficiency and quality of justice in Kosovo\* until 23 May 2022. In that context, it is looking for 6 Provider(s) for the provision of intellectual consultancy services (local consultants) to be requested by the Council on an as needed basis.

### A. TENDER RULES

This tender procedure is a competitive bidding procedure. **In accordance with Rule 1395 of the Secretary General of the Council of Europe on the procurement procedures of the Council of Europe<sup>1</sup>, the Organisation shall invite to tender at least three potential providers for any purchase between €2,000 (or €5,000 for intellectual services) and €55,000 tax exclusive.**

This specific tender procedure aims at concluding a **framework contract** for the provision of deliverables described in the Act of Engagement (See attached). A tender is considered valid for 120 calendar days as from the closing date for submission. The selection of tenderers will be made in the light of the criteria indicated below. All tenderers will be informed in writing of the outcome of the procedure.

The tenderer must be either a natural person, or a duly registered company under sole proprietorship of a natural person, or equivalent, provided that the signatory of the Act of Engagement is individually liable for all obligations undertaken by the entity, and is the owner of the moral rights in any creations of the entity. If contracted by the Council of Europe, the signatory of the Act of Engagement shall provide the deliverables personally, in accordance with the terms as provided in the current Tender File, Act of Engagement and future Order Forms (see Section D below on ordering procedure).

Tenders shall be submitted **by email only** (with attachments) **to the email address indicated in the table below, with the following reference in subject: *Consultancy services on efficiency and quality of justice in Kosovo – KoSEJ II***. Tenders addressed to another email address **will be rejected**.

The general information and contact details for this procedure are indicated on this page. You are invited to use the CoE Contact details indicated below for any question you may have. **All questions shall be submitted at least 5 (five) working days before the deadline for submission of the tenders and shall be exclusively addressed to the email address indicated below with the following reference in subject: *Consultancy services on efficiency and quality of justice in Kosovo – KoSEJ II***

Type of contract ►	Framework contract
Duration ►	Until the end of the project
Deadline for submission of tenders/offers ►	<b>20 January 2020</b>
Email for submission of tenders/offers ►	<b>Stephanie.lefeuvre@coe.int</b>
Email for questions ►	Stephanie.lefeuvre@coe.int
Expected starting date of execution ►	01 February 2020

\* This designation is without prejudice to positions on status, and is in line with UNSC 1244 and the ICJ Opinion on the Kosovo Declaration of Independence

<sup>1</sup> The activities of the Council of Europe are governed by its [Statute](#) and its internal Regulations. Procurement is 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](#).

## B. EXPECTED DELIVERABLES

### Background of the Project

Under the framework of the second phase of the European Union / Council of Europe Horizontal Facility for the Western Balkans and Turkey (HFII), the Action on 'Strengthening the efficiency and quality of justice in Kosovo\* II (KoSEJ II) is being implemented for 36 months, until 23 May 2022.

The overall objective of the Action is to assist judicial authorities in enhancing the day-to-day efficiency and quality of the justice system at both national and court level, with the relevant CEPEJ methodology and tools and providing them with assistance for their implementation.

To improve the efficiency of justice, an in-depth and global assessment of the judicial system with recommendations for improvements was published. In addition, the Kosovo Judicial Council (KJC) as well as courts are being supported with targeted activities to improve judicial time management, the collection and management of statistical data and enhance their efficiency in accordance with CEPEJ methodology and tools, in particular the Study and Analysis of judicial Time Use Research Network (SATURN) Guidelines. Close collaboration with the KJC and courts is also at the heart of activities to enhance the quality of the justice system, in accordance with CEPEJ quality standards and tools. The objective is to build the capacity of courts to deliver a better justice service in accordance with CEPEJ quality tools such as the Checklist on the quality of justice and the Handbook on conducting users' satisfaction surveys which are being implemented in 3 courts. The Action is also supporting the development of the IT project at the KJC to develop its case management system (CMIS) which stands as an opportunity to improve statistics of the justice system and improve the functioning of the justice system according to the CEPEJ Cyber justice Guidelines.

The Council of Europe is looking for up to 6 Provider(s) (provided enough tenders meet the criteria indicated below) in order to support the implementation of the project.

This Contract is currently estimated to cover up to 4 activities per month. This estimate is for information only and shall not constitute any sort of contractual commitment on the part of the Council of Europe. The Contract may potentially represent a higher or lower number of activities, depending on the evolving needs of the Organisation.

For information purposes only, the total budget of the project amounts to 1.000.000 Euros and the total amount of the object of present tender **shall not exceed 55,000 Euros tax exclusive** for the whole duration of the Framework Contract. This information does not constitute any sort of contractual commitment or obligation on the part of the Council of Europe.

### Scope of the Framework Contract

Throughout the duration of the Framework Contract, pre-selected Providers may be asked to support CEPEJ international experts, in cooperation with the KoSEJ II Action Team to:

- Support the improvement of judicial statistics in Kosovo\*; in particular the Provider will participate in meetings with relevant bodies, in particular with the MoJ, KJC, KPC and courts, involved in the data collection process as well as in the establishment and the development of the case management system, to review their methodology used to collect and manage such data, will help with the preparation of recommendations to improve such process in accordance with CEPEJ tools and methodology, and will provide targeted and regular trainings;
- Contribute to CEPEJ court coaching activities in selected courts to improve their efficiency and the quality of their daily work; in particular the Provider will participate in meetings with beneficiaries to collect and analyse information at the level of courts, the KJC and the MoJ, contribute to the drafting of court coaching reports and any necessary documents, identifying and implementing targeted projects in accordance with CEPEJ methodology and tools; conduct follow-up activities where necessary;
- Contribute to training sessions in cooperation with the Kosovo Justice Academy, including train the trainers sessions, on CEPEJ tools for all beneficiaries in seminars and workshops;
- Promote and implement satisfaction surveys in courts and presentation of results;

For this purpose, the pre-selected Providers may be asked to:

- upon request, provide analytical reports concerning specific topics related to the reorganisation and functioning of the justice system at the institutional and court levels and to ensure that it is carried out in accordance with CEPEJ methodology;
- Assist other activities which are relevant to the objectives of the KoSEJ II Action upon request of the CEPEJ Secretariat and the project team in the CoE office in Pristina;
- Liaise regularly with the local Project Manager and the CoE international experts who will be assigned to the project;
- Report on an on-going basis to the Council of Europe KoSEJ II team on the progress made, any obstacles encountered and new opportunities;

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 the field of expertise object of the present Framework Contract.

In terms of **quality requirements**, the pre-selected Service Providers must ensure, *inter alia*, that:

- The services are provided to the highest professional/academic standard;
- Any specific instructions given by the Council – whenever this is the case – are followed.

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 (see more on general obligations of the Provider in Article 3.1.2 of the Legal Conditions in the Act of Engagement).

Unless otherwise agreed with the Council, written documents produced by the Provider shall be in English (see more on requirements for written documents in Articles 3.2.2 and 3.2.3 of the Legal Conditions in the Act of Engagement).

#### C. FEES

Tenderers are invited to indicate their fees, by completing and sending the table of fees, as attached in Section A to the Act of Engagement. These fees are final and not subject to review. Tenders proposing fees above the exclusion level indicated in the Table of fees will be entirely and automatically excluded from the tender procedure.

The Council will indicate on each Order Form (see Section D below) the number of units ordered, calculated on the basis of the unit fees, as agreed by this Contract.

The Council will indicate on each Order Form (see Section D below) the global fee corresponding to each deliverable, calculated on the basis of the unit fees, as agreed by this Contract.

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

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

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

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

Each time an Order Form is sent, the selected Provider undertakes to take all the necessary measures to send it **signed** to the Council within 2 (two) working days after its reception. If a Provider is unable to take an Order or if no reply is given on his behalf within that deadline, the Council may call on another Provider using the same criteria, and so on until a suitable Provider is contracted.

### **Providers subject to VAT**

The Provider, **if subject to VAT**, shall also send, together with each signed Form, a quote<sup>2</sup> (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 .

### **Signature of orders**

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.

## **E. ASSESSMENT**

### *Exclusion criteria and absence of conflict of interests*

(by signing the Act of Engagement, you declare on your honour not being in any of the below situations)<sup>3</sup>

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

- have been sentenced by final judgment on one or more of the following charges: participation in a criminal organisation, corruption, fraud, money laundering;
- 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 civil servants or other staff of the public administrations from the same Beneficiary Institution and perform identical or similar tasks for which they are remunerated as civil servants in the administration;
- are barred by national legislation from undertaking such secondary activities;
- have not been authorised by their employer to exercise a secondary activity;
- have not been granted the necessary leave of absence;
- are or are likely to be in a situation of conflict of interests;
- 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*

- An advanced university degree in law, management, political science, statistics or related field;

<sup>2</sup> It must strictly respect the fees indicated in the Act of Engagement. In case of non-compliance with these fees, the Council of Europe reserves the right to terminate the Contract with the Provider, in all or in part.

<sup>3</sup> 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 above listed exclusion criteria are met;
- A certificate issued by the competent authority of the country of incorporation indicating that the fourth criterion is met;
- For legal persons, an extract from the companies register or other official document proving ownership and control of the Tenderer.

- At least 5 years' previous professional experience at the national level in areas of work related to the efficiency and quality of justice and/or court administration
- Excellent communication skills; confirmed drafting skills and excellent spoken English at B2 level.

#### *Award criteria*

- Quality of the offer (75%), including:
  - Excellent understanding of the justice system in Kosovo\* (25%)
  - Experience in working with judicial statistics (25%)
  - Demonstrated understanding of CEPEJ tools and methodology (25%)
- Financial offer (25%).

Multiple tendering is not authorised.

#### F. NEGOTIATIONS

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

#### G. DOCUMENTS TO BE PROVIDED

- A completed and signed copy of the **Act of Engagement**<sup>4</sup> (See attached);
- A detailed CV, preferably in Europass Format, demonstrating clearly that the tenderer fulfils the eligibility criteria;
- A scanned copy of a valid photographic proof of identity (e.g. passport), for natural persons only (including from owners and executive officers of legal persons);
- A list of all owners and executive officers, for legal persons only;

**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.**

\* \* \*

---

<sup>4</sup> 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.