**TENDER FILE / TERMS OF REFERENCE**

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

**Purchase of Purchase of Printer Consumables & Materials**

**SC015/2021**

The Council of Europe is looking for a Provider for the provision of purchase of consumables and materials for the printers of the Ankara Programme Office to be requested on an as needed basis.

1. 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[[1]](#footnote-2), 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 OR 150,000] 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, a legal person or consortia of legal and/or natural persons.

Tenders shall be submitted **by email only** (with attachments) **to the email address indicated in the table below, with the following reference in subject:** **Tender - Supply of Printer Consumables for Ankara Office.** 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 03 (three) working days before the deadline for submission of the tenders (until 02 April 2021, 18:00hrs, and shall be exclusively addressed to the email address indicated below with the following reference in subject: Questions - Supply of Printer Consumables for Ankara Office.**

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| **Type of contract ►** | Framework contract |
| **Duration ►** | Until 15 April 2022 |
| **Deadline for submission of tenders/offers ►** | **07 April 2021** |
| **Email for submission of tenders/offers ►** | **ankara.office@coe.int** |
| **Email for questions ►** | ankara.office@coe.int |
| **Expected starting date of execution ►** | 15 April 2021 |

1. EXPECTED DELIVERABLES

**Background**

The Council of Europe is looking for one Provider (provided enough tenders meet the criteria indicated below) in order to support the implementation of the project with a particular expertise on the supply of IT/printer consumables and materials.

This Contract is currently estimated to cover supply of printer consumables and materials as needed until 15 April 2022. 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/needs, depending on the evolving needs of the Organisation.

For information purposes only, 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 provide the deliverables listed in the Act of Engagement (See Section A – Terms of reference). This list is considered exhaustive.

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 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).

**Deliverables as subject of this Tender**

Notes:

* The unit price offer for each listed item will be considered as the price of the item for the duration of the contract.
* A refill or equivalent counterpart product will be requested from the Provider ONLY in the case of original product is NOT available.
* A refill or equivalent counterpart shall only be preferred in the case of sufficient justification of no possibility for supply is given by the Provider.

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| **Type(s) of Expected Deliverables** |
| **Konica Minolta C3320İ** TNP80K TONER BLACK |
| REFILL or EQUIVALENT COUNTERPART for Konica Minolta C3320İ TNP80K TONER BLACK |
| **Konica Minolta C3320İ** TNP80Y TONER YELLOW |
| REFILL or EQUIVALENT COUNTERPART for Konica Minolta C3320İ TNP80Y TONER YELLOW |
| **Konica Minolta C3320İ** TNP80M TONER MAGENTA |
| REFILL or EQUIVALENT COUNTERPART for Konica Minolta C3320İ TNP80M TONER MAGENTA |
| **Konica Minolta C3320İ** TNP80C TONER CYAN |
| REFILL or EQUIVALENT COUNTERPART for Konica Minolta C3320İ TNP80C TONER CYAN |
| **Konica Minolta C3320İ** IUP36K IMAGING UNIT K |
| EQUIVALENT COUNTERPART for Konica Minolta C3320İ IUP36K IMAGING UNIT K |
| **Konica Minolta C3320İ** IUP36Y IMAGING UNIT Y |
| EQUIVALENT COUNTERPART for Konica Minolta C3320İ IUP36Y IMAGING UNIT Y |
| **Konica Minolta C3320İ** IUP36KMIMAGING UNIT M |
| EQUIVALENT COUNTERPART for Konica Minolta C3320İ IUP36KMIMAGING UNIT M |
| **Konica Minolta C3320İ** IUP36C IMAGING UNIT C |
| EQUIVALENT COUNTERPART for Konica Minolta C3320İ IUP36C IMAGING UNIT C |
| **Konica Minolta C3320İ** TRANSFER ROLLER |
| EQUIVALENT COUNTERPART for Konica Minolta C3320İ TRANSFER ROLLER |
| **Konica Minolta C3320İ** TRANSFER BELT UNIT |
| EQUIVALENT COUNTERPART for Konica Minolta C3320İ TRANSFER BELT UNIT |
| **Konica Minolta C3320İ** FUSING UNIT |
| EQUIVALENT COUNTERPART for Konica Minolta C3320İ FUSING UNIT |
| **Konica Minolta C3320İ** WASTE TONER BOTTLE |
| EQUIVALENT COUNTERPART for Konica Minolta C3320İ - WASTE TONER BOTTLE |
| **HP Printer Model CM4540** Fuser kit |
| EQUIVALENT COUNTERPART for HP Printer Model CM4540 Fuser kit |
| **HP Printer Model CM4540** Transfer kit |
| EQUIVALENT COUNTERPART for HP Printer Model CM4540 Transfer kit |
| **HP Printer Model CM4540** BLACK toner |
| REFILL or EQUIVALENT COUNTERPART for HP Printer Model CM4540 BLACK toner |
| **HP Printer Model CM4540** RED toner |
| REFILL or EQUIVALENT COUNTERPART for HP Printer Model CM4540 RED toner |
| **HP Printer Model CM4540** YELLOW toner |
| REFILL or EQUIVALENT COUNTERPART for HP Printer Model CM4540 YELLOW toner |
| **HP Printer Model CM4540** BLUE toner |
| REFILL or EQUIVALENT COUNTERPART for HP Printer Model CM4540 BLUE toner |
| **Konica Minolta Model bizhub C450i** TN626K BLACK toner |
| REFILL or EQUIVALENT COUNTERPART for Konica Minolta Model bizhub C450i TN626K BLACK toner |
| **Konica Minolta Model bizhub C450i** TN626C BLUE toner |
| REFILL or EQUIVALENT COUNTERPART for Konica Minolta Model bizhub C450i TN626C BLUE toner |
| **Konica Minolta Model bizhub C450i** TN626M RED toner |
| REFILL or EQUIVALENT COUNTERPART for Konica Minolta Model bizhub C450i TN626M RED toner |
| **Konica Minolta Model bizhub C450i** - TN626Y YELLOW toner |
| REFILL or EQUIVALENT COUNTERPART for Konica Minolta Model bizhub C450i - TN626Y YELLOW toner |
| **Konica Minolta Bizhub C450İ** Drum Unit K |
| EQUIVALENT COUNTERPART for Konica Minolta Bizhub C450İ Drum Unit K |
| **Konica Minolta Bizhub C450İ** Drum Unit Y |
| EQUIVALENT COUNTERPART for Konica Minolta Bizhub C450İ Drum Unit Y |
| **Konica Minolta Bizhub C450İ** Drum Unit M |
| EQUIVALENT COUNTERPART for Konica Minolta Bizhub C450İ Drum Unit M |
| **Konica Minolta Bizhub C450İ** Drum Unit C |
| EQUIVALENT COUNTERPART for Konica Minolta Bizhub C450İ Drum Unit C |
| **Konica Minolta Bizhub C450İ** Developer K |
| EQUIVALENT COUNTERPART for Konica Minolta Bizhub C450İ Developer K |
| **Konica Minolta Bizhub C450İ** Developer Y |
| EQUIVALENT COUNTERPART for Konica Minolta Bizhub C450İ Developer Y |
| **Konica Minolta Bizhub C450İ** Developer M |
| EQUIVALENT COUNTERPART for Konica Minolta Bizhub C450İ Developer M |
| **Konica Minolta Bizhub C450İ** Developer C |
| EQUIVALENT COUNTERPART for Konica Minolta Bizhub C450İ Developer C |
| **Konica Minolta Bizhub C450İ** Waste Toner Box |
| EQUIVALENT COUNTERPART for Konica Minolta Bizhub C450İ Waste Toner Box |
| **Konica Minolta Bizhub C450İ** Fusing Kit |
| EQUIVALENT COUNTERPART for Konica Minolta Bizhub C450İ Fusing Kit |
| **Konica Minolta Bizhub C450İ** Intermediate Image Transfer Unit |
| EQUIVALENT COUNTERPART for Konica Minolta Bizhub C450İ Intermediate Image Transfer Unit |
| **Konica Minolta Bizhub C450İ** 2nd Image Transfer Roller Assy |
| EQUIVALENT COUNTERPART for Konica Minolta Bizhub C450İ 2nd Image Transfer Roller Assy |

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| This Framework Contract for this lot takes effect as from the date of its signature by both parties is **concluded** on: | **15/04/2022** |
| The Framework Contract **may** be renewed once again. It shall be renewable only for 1 (one year) additional year, until the end date: | **15/04/2023** |

1. 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.

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.

1. 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, by post or electronically, on **an as needed basis** (there is therefore no obligation to order on the part of the Council).

Each time an Order Form is sent, the selected Provider undertakes to take all the necessary measures to send it **signed** to the Council within 2 (two) working days after its reception. 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[[2]](#footnote-3) (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.

1. 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)**[[3]](#footnote-4)**

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

* have been sentenced by final judgment on one or more of the following charges: participation in a criminal organisation, corruption, fraud, money laundering, terrorist financing, terrorist offences or offences linked to terrorist activities, child labour or trafficking in human beings;
* are in a situation of bankruptcy, liquidation, termination of activity, insolvency or arrangement with creditors or any like situation arising from a procedure of the same kind, or are subject to a procedure of the same kind;
* have received a judgment with res judicata force, finding an offence that affects their professional integrity or serious professional misconduct;
* do not comply with their obligations as regards payment of social security contributions, taxes and dues, according to the statutory provisions of their country of incorporation, establishment or residence;
* are or are likely to be in a situation of conflict of interests.

*Eligibility criteria*

* Minimum 3-year experience in IT/printer consumables supply work in Turkey.

*Award criteria*

* Quality of the offer (20%)
* Financial offer (80%)

Multiple tendering is not authorised.

1. NEGOTIATIONS

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

1. DOCUMENTS TO BE PROVIDED

* A completed and signed copy of the **Act of Engagement[[4]](#footnote-5)** (See attached);
* A quote, describing their financial offer, in line with the requirements of Section B of this Tender File (see above)
* A completed and signed copy of the Declaration on the Exclusion Criteria (See Appendix I)
* List/portfolio of clients and/or customers of the company for the last three years (may be submitted in Turkish or English)

**All documents shall be submitted in English (with the exclusion of the list portfolio of clients”, which may be in English or Turkish), 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.**

**\* \* \***

**Appendix I – Declaration on the exclusion criteria**

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| **Name of the signatory ►** |  |
| **Name of the Provider ►** |  |
| **Full address of the Provider ►** |  |

**I hereby declare[[5]](#footnote-6) that neither I, nor the company I represent:**

* 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 or are likely to be in a situation of conflict of interests.

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| **Name ►** |  |
| **Date ►** |  |
| **Signature ►** |  |

1. The activities of the Council of Europe are governed by its [Statute](https://rm.coe.int/CoERMPublicCommonSearchServices/DisplayDCTMContent?documentId=0900001680306052) 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](https://search.coe.int/intranet/Pages/result_details.aspx?ObjectId=090000168094853e). [↑](#footnote-ref-2)
2. 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. [↑](#footnote-ref-3)
3. The Council of Europe reserves the right to ask tenderers, at a later stage, to supply 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, and a certificate issued by the competent authority of the country of incorporation indicating that the fourth criterion is met. [↑](#footnote-ref-4)
4. 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. [↑](#footnote-ref-5)
5. The Council of Europe reserves the right to ask tenderers, at a later stage, to supply 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, and a certificate issued by the competent authority of the country of incorporation indicating that the fourth criterion is met. [↑](#footnote-ref-6)