**TENDER FILE / TERMS OF REFERENCE**

**(Restricted consultation procedure / One-off contract)**

**Procurement of the video recording equipment, provision of installation services and delivery of users’ training for the Qualification and Disciplinary Commission of Prosecutors**

***Contract N° 8423/2018/235***

The Council of Europe is currently implementing a Project entitled “Continued Support to the Criminal Justice Reform in Ukraine” funded by the Government of Denmark (the CJR Project) that is aimed at supporting the reform of the Public Prosecutor’s Office of Ukraine. The list of beneficiaries of the CJR Project includes the Qualifications and Disciplinary Commission of Prosecutors (hereinafter QDCP). Among other objectives, the CJR Project aims at developing capacities of the QDCP to effectively implement its main functions.

In order to ensure smooth conduct of operations of the QDCP it is necessary for this institution to be equipped with appropriate technical devices. The CJR Project is supporting the institution through purchasing the equipment for facilitating the video recording of the regular meetings the QDCP, storage and processing of relevant video material. In that context, the CJR Project is looking for a Provider for the provision of the deliverables described in Section B below. The video recording equipment should be delivered and installed in the premises of the QDCP located at 81B, Melnykova Street, Kyiv, 04050, Ukraine. The Provider is also expected to deliver a one-day training of users of the equipment supplied.

1. TENDER RULES

This tender procedure is a restricted consultation procedure. **In accordance with Rule 1333 of the Secretary General of the Council of Europe on the procurement procedures of the Council of Europe[[1]](#footnote-1), 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 **one-off contract** for the provision of deliverables described in Section B below. 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 a legal person except consortia.

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 8423/2018/235\_Procurement of video recording equipment and services** 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 3 (three) 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: Questions\_Procurement of video recording equipment and services\_ref. 8423/2018/235**

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| --- | --- |
| **Type of contract ►** | One-off contract |
| **Duration ►** | Until complete execution of the obligations of the parties (See Article 2 of the Legal conditions as reproduced in Appendix 2) |
| **Deadline for submission of tenders/offers ►** | 19 November 2018 |
| **Email for submission of tenders/offers ►** | Yulia.SKABOVSKA@coe.int |
| **Email for questions ►** | Yulia.SKABOVSKA@coe.int |
| **Expected starting date of execution ►** | **03 December 2018** |

1. EXPECTED DELIVERABLES

The Provider should provide the video recording equipment, installation services and delivery of users’ training in line with the minimum technical specifications described in **Appendix 1 to the Tender File** (See attached). The equipment should be covered by a warranty period of not less than 12 (twelve) months and should be delivered and installed in the premises of the QDCP located at 81B, Melnykova Street, Kyiv, 04050, Ukraine.

**All deliverables and services should be provided maximum until 15 February 2019 (Exclusion Level)**. The Council reserves the right to reject the tender proposing lead time of delivery above the exclusion level**.**

1. FEES

All tenderers are invited to fill in the **table of fees** below (see **Appendix 4, Tender Application**). These fees are final and not subject to review.

Fees should be indicated in Euros without VAT

The payment for the supply of video recording equipment, installation services and delivery of users’ training will be made by the Council of Europe as follows:

* 50% advance for supply of video recording equipment, installation services and delivery of users’ training is to be paid by the Council of Europe after the signature of the contract by both parties;
* The balance payment for the deliverables to be paid by the Council of Europe shall be made within 60 calendar days of submission of the invoice, subject to the delivery and installation of the deliverables and their acceptance by the Council of Europe;
* The contract can be concluded in EUR or in UAH currency according to the exchange rate of the National Bank of Ukraine.

Tenderers **subject to VAT** shall also send **a quote (Pro Forma invoice)** on their letterhead 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 in the Tender File, tax exclusive);

- the total amount per type of deliverables (in the Euros tax exclusive);

- the total amount (in Euros), tax exclusive, the applicable VAT rate, the amount of VAT and the amount VAT inclusive.

1. ASSESSMENT

*Exclusion criteria and absence of conflict of interests*

(See Declaration in **Appendix 3)**

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

*Eligibility criteria*

Tenderers should demonstrate that they fulfil the following criteria:

* are registered as a legal entity which is authorised to supply video equipment and software;
* have at least 2 years of experience in the supply of similar goods/services.

*Award criteria*

* Technical offer (40%), which includes:
* Quality of the technical offer, including specifications, manufacturer and technical solution for the equipment proposed (25%)
* Timeframes for delivery of equipment and services (10%)
* Length of warranty (5%)
* Financial offer (60%)

Multiple tendering is not authorised.

1. DOCUMENTS TO BE PROVIDED

Tenderers are invited to submit:

* **A completed and signed declaration on exclusion criteria (See Appendix 3)**
* For tenderers subject to VAT only: **a quote, describing their financial offer (a Pro-forma Invoice including the price VAT exclusive, the applicable VAT rate, the amount of VAT and the amount VAT inclusive)**, in line with the requirements of section C of the Tender File (see above);
* **Copy of the registration documents\*** [[2]](#footnote-2) (including those showing economic activities that the company is authorized to carry out)
* **Tender Application (see Appendix 4)** for the provision of deliverables and services to be supplied in accordance with the **Appendix 1 to the Tender File**, including:

1. Detailed description of the specifications of the equipment proposed and information on the manufacturer, including the country of origin;
2. Detailed cost estimate clearly stating the price in EUR, including all costs (delivery/transportation, installation), and any applicable taxes or duties (please note that the price should be given without VAT);
3. Estimated date/time for delivery and installation (number of days following the signature of the contract by both parties);
4. Proposed warranty period;
5. Description of the technical solution;
6. Tenderer’s profile describing experience in the relevant sphere of video equipment supply.

* Information with regard to the clauses (if any) of the Council of Europe’s standard Legal Conditions that the Tenderer is unable to accept, together with a justification for this, and a proposal of alternative clause(s).

**All documents shall be submitted in English (except for documents marked with an asterisk (\*), which can be submitted in Ukrainian); failure to do so will result in the exclusion of the applicant from 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.**

1. CONTRACTUAL REQUIREMENTS

Tenderers will find below in the Appendix II a copy of the **Council of Europe’s** **standard Legal Conditions** for this type of contract.

Tenderers are invited to read these conditions, and to specify in their offer any of these clauses which they are unable to accept, together with a justification for this, and a proposal of alternative clause(s).

Alternatively, tenderers may provide a copy of their own standard legal conditions. However, tenderers should note that the capacity to meet the Council’s contractual requirements is one of the award criteria to be taken into account when the Council assesses tenderers’ offers. Tenderers should also note that any contract signed following this consultation will have to contain the following clauses: Article 3.9 (Disclosure of the terms of the contract), Article 3.10 (Use of name) and Article 11 (Disputes). Moreover, the Council reserves the right to ask for the contract proposed by the selected Provider to be amended in order to protect the Council’s interests, to meet the requirements of its status as an international organisation, and to keep a fair balance between the parties.

**Appendix 1 to Tender File, Contract 8423/2018/235 – Technical specifications of equipment and description of services**

The Provider should provide the video recording equipment, installation services and delivery of users’ training in line with the minimum technical specifications described below.

**Full and conventional name of the system** - Video conference system (hereinafter - the System).

**Purpose and function of the system**: the system is intended for video recording of the meetings of the Qualification and Disciplinary Commission of Prosecutors (QDCP), storage of video materials, processing and creation of copies of processed video materials.

**Technical solution** – equipment and software supplied under this procurement shall ensure the fulfillment of the overall objective of the system as a whole. The technical solution should be described in detail both in the proposed tender and in the user manual.

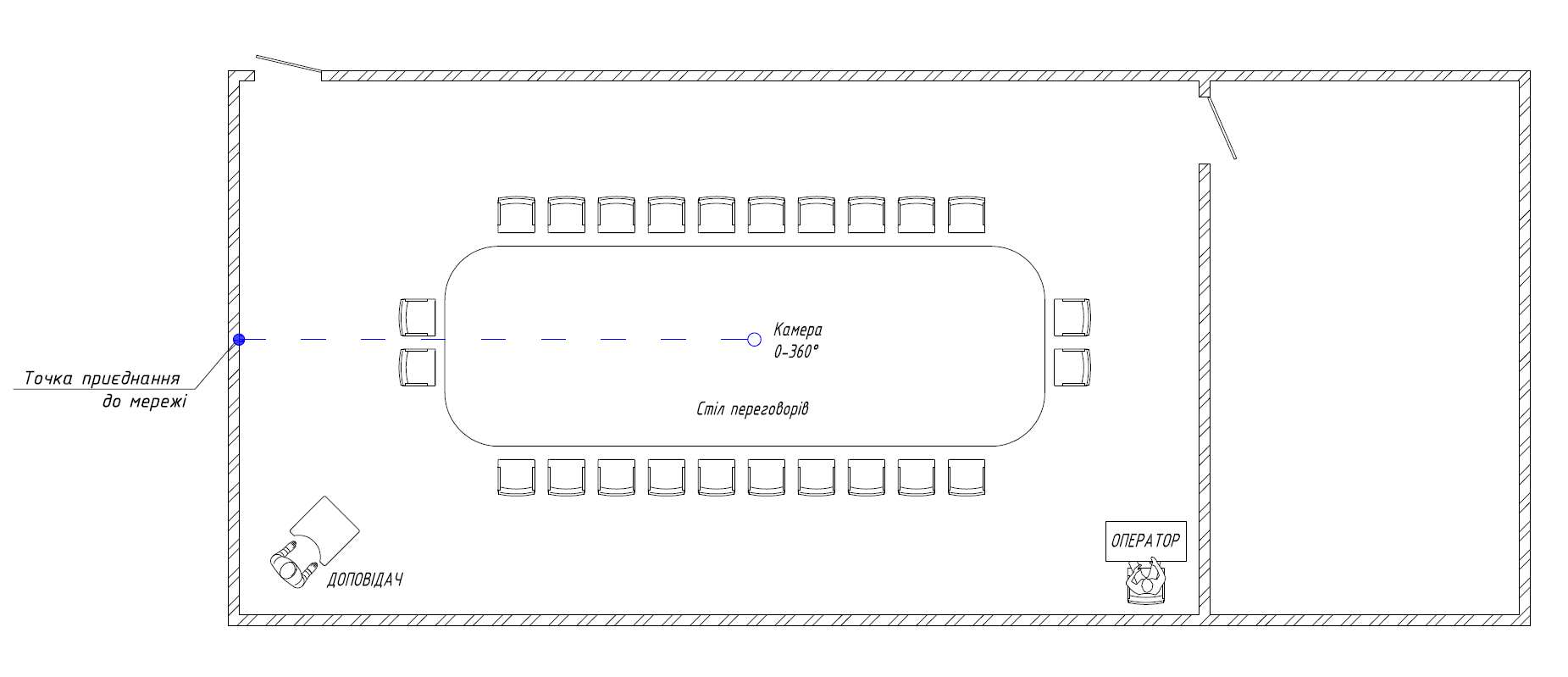
**System creation goals**: the System is created for the purpose of documenting meetings of the Recipient (Qualifications and Disciplinary Commission of Prosecutors) on the basis of IP-networks in the form of video records with a resolution of 1080p. The documented materials are stored with the possibility of further processing, copying and publication of video materials on the Internet.

The video recording equipment must be integrated in the Recipient’s local network. The information on IP addresses, points and types of connection will be provided by the Recipient at the stage of equipment installation and adjustment. The detailed connection circuit, equipment parameters, connection points, Ethernet communication port numbers and other technical data are to be indicated in the Description of the technical solution.

The equipment logins, passwords and software are to be transmitted to the Recipient as the part of a separate instruction included into the technical solution.

The following types of nodes (depending on the proposed technical solution by the Provider) and the technical and methodical elements must be provided by the System:

* Server node - the place where the video server equipment is installed. The server node is located in the Recipient's server room;
* Video capture node - conference room for meetings with video cameras connected to the IP-network of the Recipient; the workplace of the operator to connect to the IP-network of the Recipient on Wi-Fi.

**The scheme of the possible location of the equipment of the video recording unit**

1. **Technical specifications of the equipment**
2. **Video camera:**

**General**

Area Coverage: Full-spherical, 360\*180 degrees

Minimum Resolution: 1920x1080px (Full HD) @30fps Real Time Stitching

Maximum Resolution: 4096\*2048 px (4K) @30fps Real Time Stitching

Lenses: 4 Fisheye 8-Layer MC Glass, Aperture f/2.0, 170° FOV

Image Sensor: 4 Sony EXMOR™

1920\*1440px resolution

Sensors Synchronization: Hardware synchronization

Body Material: Aluminium (Anodized Precipitation-Hardened)

Heat Dissipation: Thermal pad allows high heat dissipation for long video streaming sessions (up to 48 hours)

Power: Camera: 48V over PoE

Processing unit: 110V / 220V connected on a power outlet

**Audio**

Camera Audio Channel Built-in 4 high dynamic range microphones

Inputs 65dB SNR, 122dB max SPL

External Audio Channel 3.5mm jack line-in

Inputs Support USB capture

Built-in delay adjustments

Ambisonic audio line-in

Audio Format Output 4 channel ambisonic @ B format (AmbiX)

Stereo

**Video**

Output Projection Equirectangular

Cubical

Camera Exposure Automatic exposure

White Balance Automatic white balance

Video Encoding H264 High, Main or Baseline profile

Video Bitrate From 5 to 50 Mbps

Live Streaming Protocol RTMP to broadcast to server

HLS for smartphone, cardboard or GearVR preview

Record Format (Stitched Output) MP4 format (with spatial meta-data) save to SD/SDHC/SDXC UHS-II

Video Publishing Platform Any platform that supports VR video, whether it is broadcasting live or recording videos for future playback.

Youtube, Wowza, Akamai, Bitmovin, Ustream, Livestream, and others using RTMP protocol broadcast. Facebook, Youtube, Vrideo, Littlstar, Bitmovin, and others using equirectangular video output.

**Interface**

Camera Control Web interface with live preview

API (coming soon)

Interface HDMI 2.0 port (up to 4096×2160@30fps)

RJ45 Ethernet port

SD/SDHC/SDXC UHS-II slot

Wi-Fi (web app interface with live preview)

1. **Video tripod:**

The maximum height shooting: 56.3 cm

Head complete: Yes

Number of sections: 3

1. **Operator's laptop:**

Processor: Intel Core i7-6500U (2.5 - 3.1 GHz)

Screen: 15.6 "(3840 x 2160) Ultra HD 4K

RAM: 8 Gb

HDD: 1TB 7200RPM SATA HDD

Video card: NVIDIA GeForce GTX 950M, with 2GB VRAM

Equipment: Wi-Fi 802.11 AC, Bluetooth 4.1, HD Web Camera, multi-format card reader (SD / SDHC)

Interface: 1 x COMBO audio jack, 1 x USB 3.1 TYPE C port (s), 2 x USB 3.0 ports (s), 2 x USB 2.0 ports (s), 1 x HDMI

Operating System: Windows 10 Pro - Ukrainian language

Keyboard: QWERTY + Cyrillic (Ukr)

Battery: 48 Whrs

1. **Wowza Software:**

<https://www.wowza.com/products/streaming-engine>

Streaming Delivery: Multi-Protocol, Multi-Client

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| Adobe Flash® RTMP (RTMPE, RTMPT, RTMPTE, RTMPS)  Adobe Flash HTTP Dynamic Streaming (HDS) | Flash Player  Adobe® AIR®  RTMP-compatible players  HDS-compatible players |
| Apple® HTTP Live Streaming (HLS) | iPhone®, iPod®, iPad® (iOS 3.0 or later)  QuickTime® Player (10.0 or later)  Safari® (4.0 or later on Mac OS X version 10.6)  Roku® streaming devices  Other HLS-compatible players |
| MPEG-DASH | DASH-HEVC/265, DASH-AVC/264, and DASH-WebM/VP9 |
| Microsoft® Smooth Streaming | Silverlight® 3 or later  Other Smooth Streaming-compatible players |
| RTSP/RTP | Quicktime Player  Other RTSP/RTP-compliant players  VideoLAN VLC media player  3GPP-compatible mobile devices |
| MPEG2 Transport Protocol (MPEG-TS) | IPTV set-top boxes  Multicast to any Silverlight-enabled desktop |

1. **Data storage server:**

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|  | Description of unit: | Number of units: |
| System unit: | Tower Server, 2xPSU, Intel C612, 2xLGA2011-3 (up to 105W), up to 512GB (8 slots)  DDR4 2133MHz ECC Registered, 8x2.5" SAS/SATA hot-swap drive bay, 8 ports SAS 12Gb/s LSI 3108 2GB with CachVault (RAID levels: 0,1,5,6,10,50,60), 2x1GbE (Intel i210, RJ45), IP-KVM, Video, 1xPCI-E (x8), Black | 1 |
| CPU | Xeon E5-2620 v4 8x2.1GHz, QPI 2x6.4GT/sec, 4xDDR4-2133MHz, 20MB Cache, HT, Turbo Boost^3.0GHz, Broadwell, 14nm, 85W, LGA2011-3, SPEC\_int\_rate: 335, SPEC\_fp\_rate: 292 | 2 |
| RAM | 16GB DDR4-2400 ECC Registered | 4 |
| GPU | NVIDIA NVS 310 or NVIDIA Quadro P4000 | 1 |
| RAID | LSI 3108 RAID 8 ports SAS 12Gb/s, LSI 3108, 2GB cache, optional CacheVault (LSICVM02-8G), RAID levels: 0,1,5,6,10,50,60, PCI-E x8 3.0, 2xSFF-8643 int, 2 cables included | 1 |
| SSD | 120GB Enterprise SSD, SATA 6Gb/s, 3.6 DWPD read/write: 500/460 MB/s, 97,000/12,000 IOps, Full Disk Writes Per Day: 3.6 | 1 |
| HDD | 4000GB 3.5" SATA 7200rpm Enterprise , MTBF 1,200,000 hours, half duplex, single port, no T10 PI (Protection Information) | 6 |
| Supported Operating Systems: | Canonical® Ubuntu® LTS  Citrix® XenServer®  Microsoft Windows Server® with Hyper-V  Red Hat® Enterprise Linux  SUSE® Linux Enterprise Server  VMware® ESXi | - |

1. **Services on transportation, set-up, installation and adjustment of equipment**

Transportation of equipment to the premises of the Recipient, set-up, installation and adjustment of equipment.The works include the installation of the equipment, cable infrastructure, camera, software, etc., as provided for in the technical solution.

Works to be carried out:

* installing and configuring server node hardware;
* installing and adjusting equipment for video fixation unit;
* installation and configuration of the operator's workplace;
* integration of equipment with the existing Recipient 's network infrastructure;
* configuration of service quality parameters (QoS) for the Recipient's network equipment;

All elements of the system must be configured. These works shall be carried out by the Provider's specialists. The composition of these works should be agreed with the IT specialists of the Recipient. System performance should be demonstrated during the user’s training.

1. **Services of the preparation of the users’ manual**

This document should include a description of the technical solution, used equipment, connection diagrams of the equipment, other methodological and information materials that will provide the Recipient with the information on the operation of the System.

The users’ manual should cover the following issues:

* technical documentation with a detailed description of the technical solution as a whole proposed by the Provider, the operating modes of the System as a whole and individual elements of the System;
* description of the IP addressing scheme
* scheme of integration with the network infrastructure, logical and physical scheme
* description of Service Quality Policies for Network Equipment (QoS)
* description of the equipment configuration (performed after the implementation phase)

The document should be prepared in Ukrainian language.

1. **Delivery of the users’ training**

After the implementation and configuration of the System, the Provider provides a one-day training of the Recipient's specialists to work with the System. The Provider familiarizes the Recipient with the main functions of the System, the principles of operation and setup. The Provider shall provide the Recipient's specialists with the necessary technical, methodological and other informational materials for the operation of the System.

**Appendix 2 to Tender File, Contract 8423/2018/235 - Legal Conditions**

**Article 1 – General provisions**

1.1 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 Tender File and in Annex 1 related to the present contract and in the tender submitted by the Provider.

1.2 The present contract is composed, by order of precedence, of:

a) the Act of Engagement, in its entirety ; b) the Tender File and c) the tender submitted by the Provider.

1.3 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.

* 1. 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 goods and services as described in the Tender FileTender File and the Technical and Financial Proposal in the tender submitted by the Provider;

d) “Parties” shall mean the Council and the Provider;

e) “Provider” shall mean the legal or physical person selected by the Council for the provision of the Deliverables;

f) “Recipients” shall mean the institutions and structures as specified in the Tender File.

1.5 The documents described in Article 1.2 above constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

1.6 Each party acknowledges that in entering into this contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this contract.

1.7 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this contract.

1.8 Nothing in this clause shall limit or exclude any liability for fraud.

1.9 The Council accepts no responsibility for damage or injury of any kind sustained by the staff or property of the Provider or by third parties, arising out of this contract or in relation to the manufacture, supply, installation or use of the equipment referred to in this contract. It shall not be liable for damage caused by any negligence or other action of its employees and agents, or any third party.

1.10 Upon transfer of the contract in accordance with Article 6.4, the Provider agrees to the transfer of all future claims, rights, benefits and interest, in particular all warranties express and implied, as well as any outstanding obligations, to the transferee. The Provider agrees to release the Council entirely from any future liability arising under the contract.

**Article 2 – Duration**

The contract is concluded until complete execution of the obligations of the parties and takes effect as from the date of its signature by both parties. The services shall be executed in accordance with the timeframe indicated in the Tender File or, by default, in the tender submitted by the Provider.

**Article 3 – Obligations of the Provider**

**3.1 General obligations**

3.1.1 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.

3.1.2 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.

**3.2 Place and date of delivery**

3.2.1 The place of delivery shall be as defined in the Tender File.

3.2.2 Delivery shall be completed within the period defined in the Tender File.

3.2.3 Precise dates and times for delivery shall be agreed between the Provider and the Council following signature of this contract and at least 2 (two) weeks prior to the first delivery. In the absence of agreement, the final date for delivery shall be presumed to be 40 calendar days after the signature and entry into force of the Act of Engagement.

3.2.4 The Provider shall take all the necessary measures in order to assure that the equipment is delivered intact to the place of delivery, with all applicable customs duties and taxes paid, in the presence of the responsible person referred to in Article 3.3.2, efficiently and on time, in accordance with the provisions of Article 3.1.2.

3.2.5 The Provider shall make all efforts to deliver the totality of the equipment ordered at the same date and time to facilitate acceptance procedures. 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.

**3.3 Special delivery conditions and acceptance procedure**

3.3.1 The Provider understands and agrees that the contracted equipment shall be delivered subject to the following conditions and procedures.

3.3.2 The Provider agrees to deliver the equipment to the Recipients on behalf of the Council of Europe, at the address given in the Tender File. The responsible person(s) for the reception of the equipment is/are:

* [Name and title of CoE representative(s)]

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3.3.3 Upon supply of the equipment, the Provider shall provide an Act of Acceptance for the equipment, using the Model reproduced in Annex II to the present contract, to the Council for signature. The Act of Acceptance must be signed in two copies – one for the Council and one for the Provider. The Council shall have the right to appoint expert(s) to inspect the equipment in the warehouse or upon physical delivery and to confirm or deny that it conforms to the specifications agreed under the contract prior to acceptance of delivery.

3.3.4 If the delivery and installation of the equipment is not possible on the initially agreed dates, the Provider shall ensure safe storage for the equipment upon the request of the Council or the Recipients. Such storage shall be at the cost of the Provider, unless the delay is caused by the Recipients, in which case, the party having caused the delay shall cover the storage cost. The maximal duration of such storage may not exceed 2 (two) calendar months from the date of intended delivery. Upon request of the Recipients or on the working day following the expiration of the maximal 2 (two) month storage period, the equipment shall be delivered, except where otherwise agreed, to the address given in the Tender File.

3.3.5 Signature of the Act of Acceptance shall have effect as from the date of signature.

3.3.6 The Council shall take all necessary measures within its means to inspect the equipment and to either accept or reject it, in whole or in part, for non-conformity with the specifications agreed under the contract within 15 (fifteen) working days from receipt of the goods by the Recipients. The Council’s right to reject any goods shall not be in any way limited or waived by the inspection of the goods, or by the signature of an Act of Acceptance by any person other than a delegated representative of the Council.

3.3.7 All rejected items shall be returned to the Provider (transportation charges collect), or held by the Recipients 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.

3.3.8 Persons designated by the Council under Article 3.3.2 above shall have power to sign the Act of Acceptance.

3.3.9 In the event that the Recipients find that the delivered and installed equipment does not conform to the specifications agreed under the present contract, the Recipients shall inform the Provider and the Council in writing. Should the Council consider that the information presented by the Recipients is sufficient to conclude a breach by the Provider of the conditions laid down in this contract, the Council may refuse to sign the Act of Acceptance. The Council shall pay only the amount corresponding to goods actually delivered and services actually provided at the time of breach of the contract and shall be entitled to reimbursement of any sums already paid for goods not delivered or services not provided.

3.3.10 Without prejudice to the provisions of Article 3.3.3, 3.3.6 and 3.3.9, the Council shall sign the two copies of the Act of Acceptance in acceptance of the equipment received from the Provider within a reasonable time following full equipment delivery. Upon signature by the Council of Europe, the final balance shall become due within the time limit set down in Article 4.3.

3.3.11 Following transfer of the title in the equipment to the Recipient in accordance with Article 6.4, 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 Article 4.3.

3.3.12 The Recipients assume the risk of accidental damage or accidental loss of the equipment upon delivery. The Recipients shall indemnify the Council for any claims arising out of the storage, handling and all other form of use of the equipment by the Recipients or any third party.

3.3.13 The Recipients shall indemnify the Council against all liabilities, costs, expenses, damages and losses that the Council suffers or incurs under or in connection with the Contract after the signature of the Act of Acceptance, except to the extent that such losses, damages or costs arise as a result of the Council’s failure to perform or satisfy its obligations under the Contract before that date.

3.3.14 The Council shall take such action as the Recipients may reasonably request to avoid, dispute, compromise or defend any claim, action or proceedings brought under or in connection with the Contract after signature of the Act of Acceptance.

**3.4 Installation and demonstration of the equipment**

3.4.1 Unless otherwise agreed in writing prior to the final date of delivery, the Provider shall install the items indicated in the Tender File at the place of delivery prior to signature of the Act of Acceptance relative to those items. The Provider shall install the goods in the locations indicated by the Council or the Recipients in advance/on the day of delivery.

3.4.2 Manuals for each item of equipment shall be provided with the equipment at the time of delivery. The manuals shall be inUkrainian. Any difference from this specification shall be notified to the Council of Europe at least 4 (four) weeks prior to delivery.

3.4.3 The Provider shall arrange for the demonstration of proper use of the equipment detailed in the Tender File, by an appropriate expert, on the day of delivery at the 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 Recipients at least 2 (two) weeks in advance of the proposed date of demonstration.

**3.5 Warranty**

3.5.1 The Provider warrants that the services and equipment comply with the standards and technical requirements recorded in the Technical Specifications (Appendix I).

3.5.2 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.

3.5.3 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.

3.5.4 The Provider undertakes to replace or repair any defective part in the items listed in the Technical Specifications (Appendix I) free of charge. The warranty period, as indicated in the Technical and Financial proposal in the tender submitted by the Provider and the relevant warranty certificates, is to be calculated from the earliest of the following dates: a) the date of signing of the equipment’s Act of Acceptance; b) the date when the Recipients first use the provided equipment for the purposes intended under the Project described in the Tender File; c) the date falling on the sixtieth day after the date of equipment’s delivery to the Recipients, if the installation of the products is postponed for sixty days or more from that date for reasons beyond the control of the Provider.

3.5.5 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 the Technical and Financial proposal in the tender submitted by the Provider and the relevant warranty certificates

3.5.6 The Provider shall ensure the availability upon order of spare parts for all items of equipment listed in the Technical Specifications (Appendix I) as from the date of signing of the Act of Acceptance.

3.5.7 In the event of termination of the product line for spare parts for any pieces of the equipment within 5 (five) years from the date of signing of the Act of Acceptance, the Provider shall notify the Recipients in advance so as to allow the possible purchase of spare parts in a timely manner.

3.5.8 The Provider shall provide the Recipients 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.

3.5.9 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.

3.5.10 If, during the warranty period, the Recipients discover defects of the equipment which were not identified at the transfer of the equipment, the Recipients shall take all necessary measures to prevent further deterioration of the equipment and send an appropriate written notification about these defects to the Provider.

3.5.11 The Provider guarantees the correction of defects free of charge within 15 (fifteen) calendar days from the receipt of the Recipients’ notification during the warranty period. In the event that repair or replacement proves impossible within 15 days, the Provider shall notify the Recipients as soon as possible of the reason for delay and provide an estimate of the time for completion. All corrections of defects shall be completed within 60 days of the Recipients’ notification.

3.5.12 The correction of defects under warranty can be made by way of replacement or repair of the equipment.

3.5.14 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. Where the Recipients wishes replacement spare parts to be fitted at the same time, independent of the defective part or any fault of the Provider, the Recipients shall agree to pay the market price where these goods are not covered by the warranty.

3.5.15 After the expiry of the equipment warranty period, the Provider and the Recipients may by mutual consent conclude a post-warranty service agreement for all or some of the equipment on a one-off or continuing basis.

3.5.16 All disputes concerning the warranties for the equipment shall be determined in accordance with Article 11 below.

**3.6 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.

**3.7 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.

**3.8 Loyalty and confidentiality**

3.8.1 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.

3.8.2. 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.

**3.9 Disclosure of the terms of the contract**

3.9.1 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.

3.9.2 Whenever appropriate, specific confidentiality measures shall be taken by the Council to preserve the vital interests of the Provider.

**3.10 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.

**3.11 Data Protection**

3.11.1 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.

3.11.2 Where the Provider, pursuant to its obligations under this Contract, processes personal data on behalf of the Council, it shall:

i. Process personal data only in accordance with written instructions from the Council;

ii. 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;

iii. 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;

iv. 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;

v. 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.

vi. 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.

vii. 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;

viii. 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;

ix. 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 Recipients;

x. 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;

xi. 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.

**3.12 Intellectual services**

3.12.1 The provisions of Articles 3.12.2 to 3.12.8 shall apply to the provision of intellectual services only.

3.12.2 Unless agreed otherwise by the Parties, any written documents prepared by the Provider under the contract shall be written in English and produced on a word processing file. In case the Parties agree that a written document shall be prepared in a language other than English or French, a summary in English or French shall be included in the said document.

3.12.3 Unless agreed otherwise by the Parties, all written documents of more than 1,500 words shall be preceded or accompanied by a text summarising the subject and main conclusions and shall not, unless specifically required, exceed 5,000 words.

3.12.4 The Provider guarantees that the deliverables conform to the highest academic standards.

3.12.5 The Provider cedes irrevocably and exclusively to the Council throughout the entire world and for the entire period of copyright protection, all rights on the deliverable(s) produced as a result of the execution of the present contract. Such rights shall include in particular the right to use, reproduce, represent, publish, adapt, translate and distribute – or to have used, reproduced, represented, published, adapted, translated and distributed - in any country, in any language, in any form and on any kind of support, including on a CD-ROM or the Internet, the said deliverables, or any part thereof.

3.12.6 The Council reserves the right to exercise the above-mentioned rights for any purpose falling within its activities.

3.12.7 The Provider guarantees that use by the Council of the deliverable(s) produced as a result of the execution of the present contract will not infringe the rights of third parties. However, should the Council incur liability as the result of any such infringement; the Provider will compensate it in full for any damage it may suffer in consequence.

3.12.8 Notwithstanding the provision in Article 3.12.5 above, the Council may, on prior application by the Provider, authorise the Provider to use the deliverable(s) referred to above. When giving the Provider such authority, the Council will inform the Provider of any conditions to which such use may be subject.

**3. 13 Other obligations**

3.12.1 In the performance of the present contract, the Provider undertakes to comply with the applicable principles, rules and values of the Council.

3.12.2 The Staff Regulations and the rules concerning temporary staff members shall not apply to the Provider.

3.12.3 Nothing in this contract may be construed as conferring on the Provider the capacity of a Council of Europe staff member or employee.

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

**4.1 Fees**

4.1.1 In return for the fulfilment by the Provider of its obligations under the contract, the Council undertakes to pay the Provider the fees as indicated in their offer, in the currency specified in the Table of fees.

4.1.2 Amounts are final and not subject to review.

**4.2 VAT**

4.2.1 Should the Provider not be subject to VAT, the amount invoiced shall be a net fixed amount. Should the Provider be subject to VAT, the amount shall be invoiced as indicated in Articles 4.2.2 to 4.2.5.

4.2.2 Should the deliverables be taxable in France, the amount invoiced shall be VAT inclusive.

4.2.3 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.

4.2.4 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.

4.2.5 For the provision of “online services”, should the Provider be established either in an EU country (other than France) or in a non-EU country, the invoiced amount shall include French VAT at the applicable rate. The invoice shall indicate the total amount without taxes, the rate and the amount of the VAT and the total amount ‘all tax included’. The invoice shall also stipulate the following statement: “*Intra-community sale/service: French VAT collected by the Provider and paid to the Mini One-Stop shop in [Address/Country]*”.

**4.3 Invoicing and payment**

4.3.1 Upon acceptance of the deliverables 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.

4.3.2 Before accepting the deliverables, 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.

4.3.3 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.

4.3.4 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 delivery and installation of the deliverables and their acceptance by the Council.

4.3.5 In cases where an advance payment is foreseen, it shall be paid within 60 calendar days upon signature of the contract.

**4.4 Other expenses**

4.4.1 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 Rules.

4.4.2 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.

4.4.3 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 CHARTIS (Policy No. 2.004.761). A telephone helpline is available in case of emergency (+ 32 (0)3 253 69 16). The said insurance will cover specific risks related to travel and stay of the Provider (including medical costs related to unforeseen illness or accident, repatriation, death, cancellation of journey or flight, theft or loss of personal possessions). The insurance policy does not cover persons over 75 years of age.

**Article 5 - Breach of contract**

5.1 In the event that 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 the deliverables provided as referred to under Article 1.1 do not reach a satisfactory level, the Council shall 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 above.

5.2 In the cases described in paragraph 5.1 above, the Council reserves further, at any moment and further to prior notification to the Provider, 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.

5.3 The outstanding sums shall be paid to the Council’s bank account within 60 calendar days from the notification in writing by the Council to the Provider regarding the outstanding sums to be paid.

**Article 6 - Modifications and transfer**

6.1 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 provide it is done using the contact details specified in Article 8.

6.2 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.

6.3 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.

6.4 The parties agree that the Council may transfer this contract in full or in part, to the Recipients. Title of the goods may be transferred to the Recipients at any time by the Council. The Council may also assign the benefit of this contract to the Recipients.

6.5 The Provider may not subcontract all or part of the deliverables without the written authorisation of the Council.

**Article 7 - Case of force majeure**

7.1 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.

7.2 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**

8.1 The Contact point within the Council of Europe is indicated on the cover page of the Act of Engagement (See page 1 above).

8.2 The Provider can be reached through the means indicated in the Act of Engagement (see page 1 above).

8.3 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.

8.4 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.

8.5 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.

8.6 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 special acceptance procedure, as set out in Article 3.3 above.

**Article 10 – Changes in the Provider’s situation or standing**

10.1 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.

10.2 The Provider shall inform 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;
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 not 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.

**Article 11 - Disputes**

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

11.2 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 de Grande Instance of Strasbourg shall make the appointment.

11.3 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 de Grande Instance of Strasbourg.

11.4 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.

11.5 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.

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

**Article 12 - Addresses and bank details of the parties**

The bank details of the Provider are indicated on the first page of this Act of Engagement. The bank details of the Council of Europe are the following:

Bank address: F-67075 Strasbourg Cedex, France

Bank name: Société Générale Strasbourg

Code IBAN: FR76 30003 02360 001500 1718672

SWIFT Code: SOGEFRPP

**Appendix 3 to Tender File, Contract 8423/2018/235 – Declaration on the exclusion criteria**

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

**I hereby declare[[3]](#footnote-3) 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.

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

**Appendix 4 to Tender File, Contract 8423/2018/235 – Tender Application**

**TENDER APPLICATION**

|  |
| --- |
| 1. **APPLICANT** |

|  |  |  |
| --- | --- | --- |
| **Contact details of the Provider** | Name and address |  |
| Representative |  |
| Contact person |  |
| VAT n° (if any) |  |
| Country and registration n° (if any) |  |
| Email (Contact person) |  |
| Phone number (Contact person) |  |

|  |
| --- |
| 1. **DESCRIPTION OF DELIVERABLES/SERVICES, WARRANTY PERIOD AND DELIVERY TIMEFRAMES, TABLE OF FEES** |
| |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | | **Deliverables and services** | **Warranty Period** | **Technical specifications** | **Manufacturing country** | **Delivery timeframes\*** | **Prices without VAT, EUR** | | **Video camera** |  |  |  |  |  | | **Video tripod** |  |  |  |  |  | | **Operator's laptop** |  |  |  |  |  | | **Wowza Software** |  |  |  |  |  | | **Data storage server** |  |  |  |  |  | | **Delivery, installation and configuration works** | **N/A** | **N/A** | **N/A** |  |  | | **Preparation of users’ manual** | **N/A** | **N/A** | **N/A** |  |  | | **Delivery of users’ training** | **N/A** | **N/A** | **N/A** |  |  | | **TOTAL FEES without VAT, EUR** | | | | |  |   **\*Exclusion level for delivery time is 15 February 2019. The Council reserves the right to reject the tender proposing lead time of delivery above the exclusion level.** |
| 1. **DESCRIPTION OF TECHNICAL SOLUTION**   (in line with the Appendix 1 to Tender File) |
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| --- |
| 1. **APPLICANT’S PREVIOUS EXPERIENCE AND SIMILAR CONTRACTS**   (description of activities proving that the Tenderer has at least 2 years of experience in the supply of similar goods/services and has completed at least 2 similar contracts (of a similar amount) in the supply of similar goods/services) |
|  |

|  |  |  |  |
| --- | --- | --- | --- |
| |  | | --- | | 1. **REFEREES**   (please indicate below contact details of three relevant referees (current or previous clients): name, surname, title, company name, phone number and e-mail) | |  | | |
| 1. **SIGNATURE** | |
| Signature of the responsible person of the Applicant: |  |
| Stamp/Seal of the Applicant: |  |
| Name and surname of the responsible person of Applicant: |  |
| Place and date of 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 1333 of 29 June 2011 on the procurement procedures of the Council of Europe](https://wcd.coe.int/ViewDoc.jsp?p=&id=1807541&direct=true). [↑](#footnote-ref-1)
2. Documents indicated with an asterisk (\*) may be submitted in English or in Ukrainian [↑](#footnote-ref-2)
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-3)