

# TENDER FILE / TERMS OF REFERENCE

## (Competitive bidding procedure / Framework Contract)

### Purchase of interpreting services and renting of interpreting equipment in Romania



The Council of Europe is currently implementing and until 30 December 2023 a project “**Strengthening the provision of health care and mental health care in prisons in Romania**”. In that context, it is looking for providers for provision **of interpreting services and renting of interpreting equipment in Romania** 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 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 - Purchase of interpreting services and renting of interpreting equipment in Romania** 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 7 (seven) 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 - Purchase of interpreting services and renting of interpreting equipment in Romania**

Type of contract ►	Framework contract
Duration ►	Until 30 December 2023
Deadline for submission of tenders/offers ►	<b>06 July 2022</b>
Email for submission of tenders/offers ►	policeprisons.projects@coe.int
Email for questions ►	policeprisons.projects@coe.int
Expected starting date of execution ►	22 July 2022

<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

The Project aims to assist the Romanian authorities in continuing their efforts to improve the provision of health care afforded to the prisoners as well as provision of appropriate psychiatric care in a medical and therapeutic environment in line with the Council of Europe standards and European Court of Human Rights (ECtHR) case law. The Project, will support Romania in the implementation of the ECtHR group of cases *Bragadireanu/ Rezmives v. Romania* and *Ticu v. Romania* on the shortcomings on the provision of health care and mental health care in prisons, pending execution before the Committee of Ministers. The Project partners and beneficiary institutions are Ministry of Justice, National Administration of Penitentiaries and Ministry of Health.

The Council of Europe is looking for seven providers (provided enough tenders meet the criteria indicated below): 1) One provider for simultaneous or consecutive interpreting services (a legal person specialised in interpretation services providing several interpreters), 2) Up to three providers for the provision of technical equipment and support for interpreting services at meetings and activities organised by the Council of Europe, 3) Up to three providers for the provision of an online platform for meetings and activities with remote simultaneous interpreting organised by the Council of Europe, 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 30, to be held by 30 December 2023. 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 440 000 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.

### Lots

The present tendering procedure aims to select Provider(s) to support the implementation of the project and is divided into the following lots:

Lots	Maximum number of Providers to be selected
Lot 1: simultaneous or consecutive interpreting services Romanian into English and vice versa	1
Lot 2: provision technical equipment and support for interpreting services at meetings and activities organised by the Council of Europe	3
Lot 3: Online platform for meetings and activities with remote simultaneous interpreting organised by the Council of Europe	3

The Council will select the abovementioned number of Provider(s) per lot, provided enough tenders meet the criteria indicated below. Tenderers are invited to indicate which lot(s) they are tendering for (see Section A of the Act of Engagement).

Tenderers may tender for one, two or for all three lots simultaneously.

### Scope of the Framework Contract

This call for tenders applies to events related to the project "Improving the juvenile justice system and strengthening the education and training of penitentiary staff" only. However, it does not apply to:

- meetings involving more than the languages (Romanian to English and vice versa) listed above;
- meetings of the statutory organs of the Council of Europe, bodies set up under a Council of Europe treaty and bodies, committees or organs set up by or with the authorisation of the Committee of Ministers;
- meetings in zones of conflict;
- meetings organized at the Council of Europe's headquarters in Strasbourg and Paris.

For all such meetings, the contracting of interpreters shall be organised through other contracts, pursuant to the applicable CoE regulation.

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).

## **EXPECTED SERVICES AND EQUIPMENT**

### **A. Definitions**

For the purpose of this contract:

- “Interpreting Provider” or “Provider” means a legal person providing interpreting services.
- “Source language” or “Original” means the language that is spoken by the speaker to be interpreted into the target language.
- “Target language” means the result of the interpreting process as specified in the contract.
- “Meeting profile” means the expected type of meeting covered by the services provided by the contract (see below Section B 1.2)

### **B. Expected level of service**

#### **1. LOT A - Interpreting services**

##### **1.1 Quality Requirements**

The interpreting services provided must be of such quality that they do not lead to complaints by the Council. Providers must ensure, inter alia, that:

- The interpreting is complete (no omissions or additions are permitted);
- The interpreting is a faithful, accurate and consistent rendering of the source language;
- The meetings have been thoroughly prepared before they begin;
- The terminology and lexis used are consistent throughout the meeting and with any relevant reference material;
- Sufficient attention has been paid to the clarity and register of the target language;
- The target language contains no syntactical or other grammatical errors;
- Any specific instructions given by the Council – whenever this is the case – are followed.

Interpreter’s remarks on terminology, source language content or any other interpreting issue arising are appreciated.

##### **1.2 Categories of interpreters**

The Council of Europe requests tenderers to indicate in the **Tender Proposal Form** the lists of interpreters they propose, per category, allocating them to one of the following categories:

**Category A:** University degree in interpreting or a Master’s in interpreting + 2 (two) full years of interpreting experience in the language combination specified above

**Category B:** Any other university degree + 3 (three) full years of interpreting experience in the language combination specified above

**Category C:** No higher degree, but 5 (five) years of interpreting experience in the language combination specified above

These categories are set up for the sole purpose of assessing the qualifications and experience of the interpreters proposed. There shall be no link between those categories and the nature of the event (meeting-profile) to be interpreted. Upon signature of the Act of Engagement, the Council will notify the selected Provider of the meeting profile to which each interpreter has been allocated: 1) high-level political meetings, 2) legal meetings or 3) non-technical meetings. These meeting profiles are irrespective of the category under which interpreters have been allocated to by the selected Provider in its Tender Proposal Form. The Council reserves the right, throughout the duration of the framework contract, to allocate an interpreter to a different meeting profile, based on the evolution of its qualifications and experience.

The meeting profile of a given event will be indicated on each Order Form.

##### **1.3 Working day for interpreters**

###### **1.3.1 Working day for interpreters working in the traditional mode**

- a) Each working day shall comprise a maximum of 2 (two) sessions, each session lasting up to 4 (four) hours, starting from the time for which the meeting was convened, with a break of one and a half hours in between. If the working day comprises more than 2 (two) meetings, the aggregate time worked shall not exceed 8 (eight) hours.
- b) If the working day comprises only one session, this shall not exceed 5 (five) hours, with a break of at least 30 (thirty) minutes.

- c) The total length of the working day (defined as the interval between the time for which the first meeting was convened and the time at which the last meeting ended) shall not exceed 10 (ten) hours.
- d) Each half day shall not exceed 3h (three) hours, with a reference point set at 1pm to determine the half day. Where the norm is exceeded, the team shall be entitled to financial compensation (payment of the full day rate).
- e) Each very short meetings shall be meetings lasting no longer than 2 (two) hours.
- f) Where these norms are exceeded, the team shall be either reinforced or replaced by a relief team. Where that is not possible, each interpreter concerned shall be entitled, to financial compensation (payment of overtime).

Within the one order away from the interpreter's professional place of residence, any non-working day not worked shall give rise to payment of fees at the rate for very short meetings outlined in the Provider's tender and a daily subsistence allowance. In the case of 2 (two) consecutive orders away from the professional place of residence with a maximum of 2 (two) days between them, when it has been agreed to keep the interpreter on the spot, s/he shall be paid fees at the rate for very short meetings and a daily subsistence allowance in respect of the calendar day or days in between the orders. Tenderers are requested to fill in the Table of Fees (See Act of Engagement – Section A).

### 1.3.2 Working day for interpreters working in remote interpreting mode

- a) Each working day shall comprise a maximum of 2 (two) sessions, each session lasting up to 2h30 (two hours and a half hour), starting from the time for which the meeting was convened, with a break of one hour and a half hour in between. If the working day comprises more than 2 (two) meetings, the aggregate time worked shall not exceed 5 (five) hours.
- b) If the working day comprises only one session, this shall not exceed 3h30 (three hours and a half hour).
- c) The total length of the working day (defined as the interval between the time for which the first meeting was convened and the time at which the last meeting ended) shall not exceed 10 (ten) hours.
- d) Each half day shall not exceed 2h30 (two hours and a half) hour, with a reference point set at 1pm to determine the half day. Where the norm is exceeded, the team shall be entitled to financial compensation (payment of the full day rate).
- e) Each very short meetings shall be meetings lasting no longer than 1h30 (one hour and a half) hour.
- f) Where these norms are exceeded, the team shall either be reinforced or replaced by a relief team. Where that is not possible, each interpreter concerned shall be entitled to financial compensation (payment of overtime).

### 1.3.3 Working day for interpreters working in a hybrid meeting

The interpreters are deemed to be working in traditional mode when the vast majority of speakers are present in the meeting/conference room and interpreters are located in booths with a direct view of the meeting room. Speaking time of remote participants does not exceed 25% of the total speaking time on any one day.

If speaking time of remote participants exceeds 25% of the total speaking time on any one day, then the interpreters are deemed to be working in remote interpreting mode.

## 1.4 Professional residence of interpreters

For the purpose of this framework contract, interpreters may not have more than one professional place of residence simultaneously. Any change shall be notified in writing to the Council 30 (thirty) calendar days in advance and may apply only to continuous period of 6 (six) months or more. In the case of interpreters who are AIIC (International Association of Conference Interpreters) members, the AIIC yearbook shall be binding.

## 1.5 General obligations related to the interpreters

The Provider shall guarantee that the minimum number of interpreters, in case of simultaneous interpreting, shall be 2 (two). In case of traditional mode consecutive interpreting, the minimum number of interpreters shall be 1 (one) where the length of working time does not exceed 4 (four) hours; where the length of working time exceeds 4 (four) hours, the minimum number of interpreters shall be 2 (two) (see Section 1.6 below)). In case of remote consecutive interpreting, the minimum number of interpreters shall be 1 (one) where the length of the working time does not exceed 2h30 (two hours and a half hour); where the length of working time exceeds 2h30 (two hours and a half hour), the minimum number of interpreters shall be 2 (two). In the case of whispered interpreting, where 1 (one) interpreter only has been recruited, an uninterrupted session of whispered interpreting shall not last more than 30 (thirty) minutes. Where this norm is exceeded, the minimum number of interpreters shall be 2 (two). Whispered interpreting may not be requested for sessions lasting more than 4 (four) hours. In that case, simultaneous interpreting with simultaneous interpreting equipment shall be provided.

The Provider will guarantee that, in the case of scientific or technical meetings or meetings presenting particular difficulties, such as systematic interpreting of documents read out, or in the case of webcast meetings, a team of three interpreters shall be engaged for simultaneous interpreting, and a team of 2 (two) interpreters shall be engaged for consecutive interpreting, including where the length of working time does not exceed 4 (four) hours for consecutive interpreting in the traditional mode and 2h30 (two hours and a half hour) for remote consecutive interpreting.

The Council will guarantee to request services under this contract as soon as it is aware of the holding of an event or meeting, and no later than 6 (six) working days before the event.

## 1.6 Composition of teams of interpreters

Minimum number of interpreters in each team:

	Meeting with no particular difficulties		Technical/Webcast	
	Consecutive	Simultaneous	Consecutive	Simultaneous
Very short meetings or half day meetings	1	2	2	2
Full day – 2 sessions	2	2	3	3
Full day – 1 single session	2	2	3	3

Whispering = Simultaneous

## 1.7 Interpreting fees

The Provider will be paid on the basis of the reference level of fees quoted in the Table of Fees (See Act of Engagement – Section A) – for daily fee, fee for very short meetings, half day fee, fee for overtime in case of working day lasting more than 8 (eight) hours in traditional interpreting mode, or 5 (five) hours in case of remote simultaneous interpreting, and cancellation fee.

In the case of very short meetings with simultaneous interpreting, no more than 2 (two) hours in traditional mode and no more than 1h30 (one and a half) hour, the Council will undertake to pay the Provider an interpreting fee for very short meetings as quoted in its tender, per interpreter. In the case of meetings held outside the place of residence of the interpreters, the maximum duration of 2 (two) hours shall include working and travel time.

Interpreters working in consecutive or whispered mode shall always be paid at the full day fee. Interpreters working in remote mode shall always be paid the full day fee for remote interpreting.

In the case of overtime, the Council will undertake to pay the Provider a compensation for overtime as quoted in its tender, per interpreter per hour. For overtime in the case of remote interpreting, see article 1.3 bis.

When an interpreter executes the services in the country more than 50 (fifty) kilometres from his/her professional place of residence, the Provider shall receive no fee for the time the interpreter spends travelling to the place if the latter meeting concerned begins sufficiently late for him/her to be able to effect his/her journey on the first day of the meeting. It shall receive no fee for the time the interpreter spends travelling back either, if the meetings ends sufficiently early for him/her to effect his/her return journey on the last day of the meeting.

For the above provisions to apply, the interpreter should be able to leave his/her professional place of residence at or after 7 a.m. and/or return by 11 p.m.; the Council must have also informed him/her, at the time of his/her engagement, of the meeting's opening and closing time.

When an interpreter executes services in the country more than 50 (fifty) kilometres from the professional place of residence, the Provider shall receive, by way of fee for this interpreter's travel time:

- 25% of a full-day fee if the journey from his/her professional place of residence could begin at or after 7 p.m. the day before the meeting;
- 50% of a full-day fee if the journey from his/her professional place of residence could only begin at or after 2.30 p.m. the day before the meeting;
- 75% of a full-day fee if the journey to the meeting could only begin between 10 a.m. and 2.30pm the day before the meeting;
- A full day fee if the journey to the meeting could only begin before 10 a.m. the day before the meeting.

An interpreter who cannot return home on the last day of the meeting shall be remunerated as follows for the time that must be spent in travel the next day:

- Return to professional place of residence before 10 am: 25% of the full-day fee

- b) Return to professional place of residence between 10 am and 2.30 pm: 50% of the full-day fee
- c) Return to professional place of residence after 2.30 p.m.: a full day fee

## 1.8 Daily allowance

### 1.8.1 Lot A Interpreting services - INTERPRETERS

When the services are to be executed outside the place of residence of the interpreters, the interpreter shall be entitled to receive a daily allowance quoted in the Table of Fees (see Act of Engagement – Section A).

The daily allowance shall be reduced in the following cases:

- a) where the Council covers the costs of meals or overnight accommodation, the daily allowance shall be reduced by 15 % in respect of each meal (lunch or dinner) and by 50 % for overnight accommodation. To this end, the interpreters shall declare any meals or overnight accommodation provided to them free of charge;
- b) when submitting claims for reimbursement, the interpreters shall also produce the originals of all overnight accommodation bills they have covered with their daily allowance. The bills in question shall have been issued by a person or establishment authorised to provide overnight accommodation by the competent authority(ies). Without such bills, the daily allowance shall be reduced by 50%.

### 1.8.2 Lot B Technical equipment and support for interpreting services - TECHNICIANS

When the services are to be executed outside the professional place of residence of the technicians, each technician shall be entitled to receive a daily allowance quoted in the Table of Fees (See Act of Engagement – Section A).

The daily allowance shall be reduced in the following cases:

- c) where the Council covers the costs of meals or overnight accommodation, the daily allowance shall be reduced by 15 % in respect of each meal (lunch or dinner) and by 50 % for overnight accommodation. To this end, the technicians shall declare any meals or overnight accommodation provided to them free of charge;
- d) when submitting claims for reimbursement, the technicians shall also produce the originals of all overnight accommodation bills they have covered with their daily allowance. The bills in question shall have been issued by a person or establishment authorised to provide overnight accommodation by the competent authority(ies). Without such bills, the daily allowance shall be reduced by 50%.

## 1.9 Travel expenses

Travel expenses shall mean rail fare (with supplements), air fares, including airport taxes and services charges, and bus fares, excluding airport shuttle bus fares, for journeys outside built-up areas. Taxi fares shall not, as a rule, be refundable as the daily subsistence allowance is a flat-rate sum covering all expenditure during the execution of the services concerned. In cases, however, where taxis replace public transport as a means of getting to and from the place of work, or if this means of transport reduces the costs of the services, such expenses may be refunded on submission of a receipt. The same shall apply to hire cars.

Travel expenses shall be reimbursed under the following conditions:

- a) Journeys by rail: interpreters and technicians are authorised to travel first class;
- b) Journeys by air: interpreters and technicians are authorised to travel by air to meetings taking place more than 400 km from their place of residence. Unless the Council has issued specific instructions concerning travel arrangements, the Provider shall be responsible for obtaining tickets at the cheapest available rate, i.e. as a general rule non-exchangeable, non-refundable tickets (except in the case of low-cost airlines); the Provider shall obtain tickets as soon as the legally binding Order, has been notified to the Provider;
- c) Journeys by private car: interpreters and technicians are authorised to use a private car if they are covered by insurance that includes travels for professional purposes and third-party risks. They shall be entitled to a mileage allowance based on the scale of 0,25 (twenty five cents) per km with a limit of 800 km per one-way journey.

If the route taken involves special expenses (tolls, car ferry fares), these shall be refunded on submission of the relevant receipts.

The total expenses to be refunded may not, however, exceed the amount that would have been reimbursed for a ticket for a journey by the cheapest means of public transport.

## **2. LOT B - Technical equipment and support**

### **2.1 General requirements**

For meetings outside the capital, the Council undertakes to ensure to the extent possible, the meeting venue is made available to technicians:

- On the eve of the meeting when the meeting starts in the morning
- In the morning when the meeting starts in the afternoon.

The norms indicated below shall be complied with for all meetings organised under this framework contract.

The technical solutions requested shall include all active and passive elements needed for the holding of conferences, including for instance: the central unit, the extension unit, the distribution system, the extender, emitter, transmitter, cables, connectors, etc.

Tenderers shall undertake to provide a technical solution adapted to the typology of the meeting room and layout of furniture, in order to secure services for all participants.

Tenderers shall be free to suggest to the Council of Europe a system of loudspeakers for the broadcasting of the original source or during media presentations.

The loudspeakers must be appropriate and proportionate with the size of the meeting room.

In order to guarantee the highest level of service, and following in-house tests, the brands Bosch, Brähler, DIS, Taiden, Televic are accepted by the Council. The use of other brands shall be subject to the prior approval of the Council.

In order to assess the technical capabilities of the equipment and services provided, tenderers are requested to fill in the Tender Proposal Form.

### **2.2 Conference system (wired or wireless)**

Any conference system rented shall include the following technical equipment:

- A conference unit (microphone) for one or two participants providing the possibility of taking the floor, the participants unit shall include GSM insensitive microphones;
- A listening device for each participant (headphone, receptor) that is wired or wireless to follow the discussions in the original language and on the interpreting channels.

### **2.3 Interpreting system (wired or wireless)**

The system shall be interoperable with the conference system(s) and shall include, as a minimum, an interpreting unit with one microphone, one set of headphones with high-impedance for each interpreter, with the following functionalities:

- On/Off micro;
- 2 Output buttons to Set the output channel to send the target language;
- Mute button;
- Anti GSM microphone with an indicator ring of status of the microphone;
- Relay button;
- 5 pre-select buttons;
- Adjusts the OR volume level;
- Adjusts the bass and treble level of the signal that is sent to the headphones;
- Adjusts the volume level of the signal that is sent to the loudspeaker of the interpreter desk.

### **2.4 Interpreters' booth**

The Council shall, wherever possible, organise its meetings in conference centres or venues fitted with ISO 2603 compliant fixed interpreting booths.

However, the Council may have to organise events, meetings in venues that are not fitted with fixed interpreting booths. In this context, the Provider may be requested to provide mobile interpreting booths that are exclusively ISO 4043 compliant, with the following distribution:

- 1 booth for 2 languages

### **2.5 Portable audio system**

In the context of meetings where one of the solutions indicated in articles 2.3 and 2.4 is not possible, tenderers shall be authorized, for bilingual meetings only, lasting no more than half a day, with a maximum number of 10 participants, to provide a portable audio system (audio guide type).

### **2.6 Video broadcasting, capture, audio parts and various services**

Tenderers may also be requested to provide services related to video broadcasting, capture, audio and other related services. The full list of items is listed in the Act of Engagement (See Section A. Table of fees).

## 2.7 Qualified technicians

Given the scope of installations and specific features of systems described in the technical specifications, tenderers undertake to provide the Council of Europe with specific qualified technicians profiles trained to use different types of equipment, with the ability to intervene on the installations under their responsibility, to ensure business continuity and performance of the equipment throughout the duration of the event.

As technicians may be in contact with participants, tenderers are requested to make sure that they are appropriately dressed.

Tenderers are invited to describe in the Tender Proposal form their abilities, experience, references in the field of conference systems. Copy of certificates of ability issued by a client who can certify these competences would be an advantage.

Requested profiles are listed in the Act of Engagement (See Section A. Table of fees).

## 2.8 Loss or damage

When providing equipment, the Provider shall be responsible for keeping an exhaustive list of the nature and number of pieces of equipment made available to the Council of Europe for the proper running of the meeting and shall notify it to the Council prior to the meeting.

The Council shall be responsible for checking that the equipment made available to it is in accordance with the detailed indication given by the Provider, before the meeting begins. Tenderers shall indicate the unit price of receivers and earphones, in case of loss or damage (See Act of Engagement, Section A. Table of fees). The state of equipment should be checked by the parties before each event.

## 2.9 Transport of equipment

The Council of Europe undertakes to reimburse the transport of equipment by plane, train or car on presentation of the relevant original invoices (oversize/excess baggage charge), on the basis of the cheapest ongoing local rate.

The Council authorizes to use a private car for the transport of equipment if they are covered by insurance that includes travels for professional purposes and third-party risks. They shall be entitled to a mileage allowance based on the scale of 0.25 cents per km with a limit of 800 km per one-way journey.

# 3. LOT C - Use of on-line platform for online and hybrid meetings with remote simultaneous interpreting and for meetings with interpreting hubs

Many events organised by the Council of Europe are taking place with full or partial remote participation and remote simultaneous interpreting services.

The provision of reliable and efficient solutions for remote participation, remote simultaneous interpreting, videoconferencing and web conferencing in order to ensure high quality human interpreting services and ensuring IT security (voice, data, image) for the activities of the Council of Europe project „Improving the juvenile justice system and strengthening the education and training of penitentiary staff“.

The service provider will undertake to provide turnkey solutions and includes in the fees, the provision of services, the necessary equipment as well as the cost for the proper operation of the platform(s), including the renting of means of communication and licences.

The service provider will also provide support to end users, participants, moderators and interpreters in the configuration of their systems for the provision of a high-quality result.

The service provider undertakes to carry out connectivity tests and to organise training sessions for participants and interpreters. Preparatory tests should be available before each event.

The interpreters will be recruited directly by the competent services of the Council of Europe through Lot A of the current Framework Contract. The interpreting services are therefore to be excluded from Lot C of the current Framework the Contract.

## Typology of meetings:

i. Fully virtual meetings - Positions 1.1 to 1.4 (attached Act of Engagement)

All participants and interpreters are connected remotely to the meeting.

ii. Meetings with one or several remote HUB(s) – Positions 2.1 to 2.4 (Act of Engagement)

Participants are in the meeting room and interpreters are connected remotely from a hub.



The service provider undertakes to broadcast the video of the meeting participants to the interpreting Hub(s), to broadcast the audio of the speakers in the interpreting system and to stream the interpretation from the Hub(s) to the meeting room

The service provider undertakes to put in place simultaneous interpreting equipment in accordance with technical specifications (see below).

### iii. Hybrid meetings – Positions 3.1 to 3.4 (Act of Engagement)

Some participants are in the room and others are connected remotely and interpreters are working from booths in the meeting room.

The vast majority of speakers are present in the meeting/conference room and interpreters are located in booths with a direct view of the meeting room. Speaking time of remote participants does not exceed 25% of the total speaking time on any one day.

The service provider undertakes to broadcast the video feed of the online participants to the meeting room, to record and broadcast the audio and video of the speakers into the interpretation system and to distribute interpretation in the meeting room and online system

The service provider undertakes to put in place conference and simultaneous interpreting equipment in accordance with technical specifications (see below).

#### **Technical specifications:**

- ISO 20109 compliant conference and simultaneous interpreting equipment
- ISO compliant fixed or mobile booths in sufficient numbers that meet the local health prevention measures
- Screens in the interpretation booths, minimum size required 17 inches/interpreter

In case of « soft consoles », the service provider shall provide the interpreters with headsets with built-in microphone or equivalent

- In case of cloud-based systems, the service provider shall ensure that the GDPR standards are met and shall indicate in the Tender Proposal Form the location of the cloud-based system server, as well as the recovery process.
- The IT equipment shall be compliant with the technical specifications imposed by the platform.

### **Persons designated to execute the framework contract with regard to Lot A**

Following the results of the present Call for tenders, the Interpreting Department of the Council of Europe will draw up a list of accredited interpreters who are the only interpreters authorized to deliver interpreting services in the framework of this Contract. Providers must inform the Council of any changes in staff responsible for the service delivery and quality control and make sure that replacement or additional staff employed or (sub)contracted meet the minimum qualifications as specified below and that the prior authorisation of the Interpreting Department is sought.

In general, all other staff or subcontractors who are to execute the contract must have the same minimum qualification or experience. Providers must make sure that any staff involved in the delivery of services under this contract has the minimum qualifications and experience required. Providers must keep proof thereof available for possible requests by the Council of Europe.

### **C. FEES**

Tenderers are invited to indicate their unit fees, by completing the table of fees, as attached in Section A of 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 and the total price of units ordered.

### **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).

## Pooling

For each Order, the Council will choose from the pool of pre-selected tenderers for the relevant lot 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.

For Interpreting Services (Lot A), the Council will indicate in each Order Form the meeting profile requested, as referred to in Section II.B.1.2 above.

For Technical equipment and support for interpreting services (Lot B) and Remote Simultaneous Interpretation services – use of on-line platform (Lot C), orders will be addressed in priority to the first Service Provider on the ranking list of the tender. If this Service Provider is unable to take the Order or if no reply is given on his behalf within the requested deadline specified above, the Council may call on the second Service Provider on the ranking list of the tender, and so on down the list.

## 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.

## Cancellation

For interpreting services: in case of cancellation less than 3 (three) days before the event, a cancellation fee shall be payable to the tenderer, for each interpreter. Tenderers are invited to indicate their cancellation fee in the Table of fees (See Act of Engagement – Section A).

For interpreting equipment: in case of cancellation less than 24 (twenty-four) hours before the event, a cancellation fee of 25 % of the total amount of equipment for the event concerned shall be payable to the Provider.

## Acceptance of the deliverables

The interpreting services received or the equipment rented from the Providers will be evaluated for conformity with the contract by the Council. If an interpreting service gives rise to a complaint, Providers must take the evaluation into account in future assignments.

Without prejudice to other administrative or contractual measures, non-compliance with contractual obligations may also lead to termination of the contract, in all or in part.

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<sup>2</sup> It must strictly respect the fees indicated in the Financial Offer attached to the original Provider's tender as recorded by the Council of Europe. In case of non-compliance with the fees as indicated in the original Provider's tender, the Council of Europe reserves the right to terminate the Contract with the Provider, in all or in part.

The Council of Europe reserves the right to add or remove interpreters from the different profiles on the list, following feedback from participants after each event.

## Invoicing

In return for the fulfilment by the Provider of its obligations under the contract or any given Order, the Council undertakes to pay it on the basis of fees indicated in its financial offer as indicated in the Table of Fees (See Act of Engagement – Section A).

Each time an Order is completed, an invoice in Euros in conformity with the applicable legislation of the country of fiscal residence shall be sent to the Council of Europe.

The payment period shall resume from the date on which the properly established invoice is registered and the work has been accepted by the Council.

As the Council of Europe benefits from an exemption of taxes in certain countries, including VAT, framework contracts may, depending on the country where the Provider is legally established, refer to an obligation of invoicing prices exclusive of tax

## E. ASSESSMENT

*Exclusion criteria* (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, terrorist financing, terrorist offences or offences linked to terrorist activities, child labour or trafficking in human beings;
- are in a situation of bankruptcy, liquidation, termination of activity, insolvency or arrangement with creditors or any like situation arising from a procedure of the same kind, or are subject to a procedure of the same kind;
- have received a judgment with res judicata force, finding an offence that affects their professional integrity or serious professional misconduct;
- do not comply with their obligations as regards payment of social security contributions, taxes and dues, according to the statutory provisions of their country of incorporation, establishment or residence;
- are an entity created to circumvent tax, social or other legal obligations (empty shell company), have ever created or are in the process of creation of such an entity;
- have been involved in mismanagement of the Council of Europe funds or public funds;
- are or appear to be in a situation of conflict of interest;
- are or if their owner(s) or executive officer(s), in the case of legal persons, are included in the lists of persons or entities subject to restrictive measures applied by the European Union (available at [www.sanctionsmap.eu](http://www.sanctionsmap.eu)).

### *Eligibility criteria*

Tenderers shall demonstrate that they fulfil the following criteria (to be assessed on the basis of all supporting documents listed in Section F):

<b>LOT A – Interpreting services</b>	<ul style="list-style-type: none"> <li>• Being registered in the country for which the service provider is bidding</li> <li>• Being able, as a Provider, to demonstrate 5 (five) years of experience of providing interpreting services to international organisations or national</li> </ul>
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<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 and sixth requirements listed above under "exclusion criteria" are met;
- A certificate issued by the competent authority of the country of incorporation indicating that the fourth requirement is met;
- For legal persons, an extract from the companies register or other official document proving ownership and control of the Tenderer;
- For natural persons (including owners and executive officers of legal persons), a scanned copy of a valid photographic proof of identity (e.g. passport).

	public administrations or institutions in the country/jurisdiction covered
<b>LOT B – Technical equipment and support for interpreting services</b>	<ul style="list-style-type: none"> <li>• Possessing interpreting booths compliant with ISO 4043 norms</li> <li>• Possessing high quality technical equipment</li> </ul>
<b>LOT C – Use of on-line platform for meetings with RSI</b>	<ul style="list-style-type: none"> <li>• Providing at least one of the following RSI platforms: KUDO - INTERPREFY - INTERACTIO - ZOOM</li> <li>• Adequate command of English for operators and coordinators (at least B2)</li> <li>• ISO 20109 compliant conference and simultaneous interpreting equipment</li> </ul>

### ***Award criteria***

<b>LOT A – Interpreting services</b>	<ul style="list-style-type: none"> <li>• Financial offer 40%</li> <li>• Quality of the offer 60%, including: <ul style="list-style-type: none"> <li>- Capacity to cover several meetings at the same time, based on the number of interpreters per category;</li> <li>- Qualifications and experience of the interpreters under each category</li> </ul> </li> </ul>
<b>LOT B – Technical equipment and support for interpreting services</b>	<ul style="list-style-type: none"> <li>• Financial offer 60%</li> <li>• Quality of the offer 40%, including: <ul style="list-style-type: none"> <li>- Capacity to comply with the defined brands, or equivalent (see Part I.B.2.1);</li> <li>- Qualifications and experience of the qualified technicians, demonstrating their capacity to comply with the requirements described in the Terms of Reference (Part I.B.2.7);</li> <li>- Experience of the tenderer (not its staff), in particular in providing similar equipment to an international organisation, an institution or a public service;</li> <li>- Capacity to cover several meetings at the same time, based in particular on the number of available booths with ISO norms.</li> </ul> </li> </ul>
<b>LOT C – Use of on-line platform for meetings with RSI</b>	<ul style="list-style-type: none"> <li>• Financial offer 50%</li> <li>• Quality of the offer 50%, including: <ul style="list-style-type: none"> <li>- Experience of the tenderer (not its staff), in providing similar equipment to an international organization, an institution or a public service;</li> <li>- Optic fiber connection, would be an advantage in case of redundancy</li> <li>- Having a 4G hot spot would be an advantage</li> </ul> </li> </ul>

**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**

Interpreting services (Lot A)	Technical equipment and support for interpreting services (Lot B)	Remote Simultaneous Interpretation services – use of on-line platform (Lot C)
<ul style="list-style-type: none"> <li>➤ <b>A scanned copy</b> of the Act of Engagement;</li> <li>➤ A list of all owners and executive officers, for legal persons only;</li> </ul>		
<ul style="list-style-type: none"> <li>• Registration documents ;</li> <li>• Tender Proposal Form (completed)</li> <li>• Reference letter(s) demonstrating the experience of the legal person tendering</li> <li>• Detailed CVs of all interpreters listed in the Tender Proposal Form, per category</li> <li>• Documented proof of the qualifications and professional experience of any interpreter listed in the Tender Proposal Form.</li> </ul> <p>With regard to the qualifications and experience of the interpreters:</p> <ul style="list-style-type: none"> <li>- any university degree must be supported by a copy of diploma or certificate obtained,</li> <li>- any experience must be supported by any letters of reference from customers, invoices, contracts clearly indicating the subject, event and language combination</li> </ul> <p>Self-declarations or evidence not endorsed by a third party cannot and will not be accepted as evidence. Letters of reference should be provided by persons directly involved in a customer/interpreting service provider relationship.</p>	<ul style="list-style-type: none"> <li>• Registration documents</li> <li>• Tender Proposal Form (completed)</li> <li>• Reference letter(s) demonstrating the experience of the tenderer (not its staff), including, where applicable, its experience in providing similar equipment to an international organisation, an institution or a public service</li> <li>• Detailed CVs of all qualified technicians listed in the Tender Proposal Form, per profile</li> <li>• Documented proof of the compliance with ISO 4043 norms</li> <li>• Documented proof capacity to comply with the defined brand or equivalent (see Part I.B.2.1.)</li> </ul>	<ul style="list-style-type: none"> <li>• Registration documents</li> <li>• Tender Proposal Form (completed)</li> <li>• Reference letter(s) demonstrating the experience of the tenderer (not its staff), including, where applicable, its experience in providing similar equipment to an international organization, an institution or a public service;</li> <li>• Certification on the use of one of the following RSI platforms: KUDO-INTERPREFY-VOICE BOXER-INTERACTION;</li> <li>• Any document proving compliance with ISO norms (technical specifications, section E)</li> <li>• In case of using a cloud-based system attach any document proving compliance with GDPR standards and indicating the location of the system as well as the recovery process;</li> <li>• Detailed CVs of all operators and coordinators per profile.</li> </ul>

**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.**

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