

CALL FOR TENDERS

FOR THE PROVISION OF INTERPRETING SERVICES AND RENTING OF INTERPRETING EQUIPMENT IN SLOVENIA

2021A067

Object of the procurement procedure ▶	Interpreting services and renting of interpreting equipment
Project ▶	Improving the juvenile justice system and strengthening the education and training of penitentiary staff
Organisation and buying entity ▶	Council of Europe Directorate General Human Rights and Rule of Law Action against Crime Department Criminal Law Co-operation Unit (CLCU)
Type of contract ▶	Framework Contract
Duration ▶	Until 31 August 2023, renewable until 31/08/2025 ¹
Expected starting date ▶	01 December 2021
Tender Notice Issuance date ▶	02 November 2021
Deadline for tendering ▶	23 November 2021

TABLE OF CONTENTS

This Tender File contains:

- **The TERMS OF REFERENCE**..... 3
The TERMS OF REFERENCE describe what will be expected from the selected Providers.
- **The TENDER RULES**..... 16
The TENDER RULES explain the procedure through which the tenders will be submitted by the tenderers and assessed by the Council of Europe.
- **The ACT OF ENGAGEMENT (See Document attached)** is the document formalising the consent of the Parties to be bound by the LEGAL CONDITIONS, which are the legal provisions which will be applicable between the Council of Europe and the selected Providers. It also contains the TABLE OF FEES, which indicates the applicable fees, throughout the duration of the contract.

HOW DOES A FRAMEWORK CONTRACT WORK?

STAGE 1:

SELECTION of qualified Providers through a call for tenders and signature of a framework contract with all the pre-selected Providers.

STAGE 2:

ORDER(S) are addressed, on an as needed basis, throughout the duration of the contract, to the designated Provider(s).

EXECUTION as from the date of signature of each Order, unless the Order concerned provides otherwise.

HOW TO SUBMIT A TENDER?

STEP 1: Read the **TENDER FILE**

STEP 2: Complete the **ACT OF ENGAGEMENT** and collect the required **SUPPORTING DOCUMENTS**, as listed in section F of the terms of reference (below).

STEP 3: Send your **TENDER**, in accordance with the Tender Rules

PART I –TERMS OF REFERENCE

CALL FOR TENDERS FOR THE PROVISION OF INTERPRETING SERVICES AND RENTING OF INTERPRETING EQUIPMENT IN SLOVENIA

2021A067

A. BACKGROUND

The Council of Europe is currently implementing a Project on "Improving the juvenile justice system and strengthening the education and training of penitentiary staff". The project responds to the need to improve the quality and efficiency of the criminal justice system in Slovenia firstly by reforming the juvenile justice system with the development of a future special penal act for juvenile offenders and comprehensive policies and measures in accordance with European standards and good practices. Secondly, the project addresses long-standing issues concerning the lack of organised education and training of prison staff and the improvement of prisoners' treatment. The project will support the introduction of a modern risk and needs assessment tool, as well as the development of key training and research entities that will allow the increase of the professionalism of prison staff within the Slovenian Prison Administration.

The project is jointly implemented by Directorate for Democracy (Component 1: Juvenile system) and Directorate General - Human Rights and Rule of Law (Component 2: Penitentiary system and human resources reform of prison staff). The Call for Tenders will cover the needs of both components of the project.

The Council of Europe is looking for: 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 40 activities, to be held by 31 August 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 1.000.000 Euros and the total amount of the object of present tender should in principle not exceed 66.000 Euros 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.

B. SCOPE OF THE FRAMEWORK CONTRACT

The present tendering procedure aims to select Providers to support the implementation of the project and is divided into the following lots:

Lot A: simultaneous or consecutive interpreting services

Lot B: provision technical equipment and support for interpreting services at meetings and activities organised by the Council of Europe

Lot C: Online platform for meetings and activities with remote simultaneous interpreting organised by the Council of Europe

The following table lists the lots and indicates the maximum number of Providers to be selected for each lot (provided enough tenders meet the criteria indicated below in order to support the implementation of the project).

Interpreting services (Lot A)	Technical equipment and support for interpreting services (Lot B)	Use of online platform for meetings with Remote Simultaneous Interpretation

Country ▼	Lots (Slovenian to English and vice versa)	Maximum number of Providers to be selected	Maximum number of Providers to be selected	services (Lot C) Maximum number of Providers to be selected
Slovenia ►		1	3	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.

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 (Slovenian 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 and equipment

1. Interpreting services (Lot A)

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.

Liability for any disruption of the interpreting caused by technical conditions remains with the meeting organisers.

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 in interpreting + 2 (two) full years of interpreting experience in English-Slovenian and vice versa

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 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) 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 time off in lieu within the period of execution of the services or falling this, to financial compensation (payment of overtime).

Very short meetings shall be meetings lasting no longer than 2 (two) hours.

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 bis Working day for interpreters working in remote interpreting mode

a) Remote interpreting means interpreting in which interpreters are not physically present in the same room as the participants in the meeting and have no direct view of the meeting room.

b) The forms of remote interpreting covered are those where:

i. the booths are located in a different venue from that where the meeting takes place, or

ii. the booths are connected remotely to a virtual room, or

iii. exceptionally due to the health risk presented by COVID 19, and only in the case of bilingual meetings, interpreters are connected remotely to a virtual room, from their home.

- c) Interpreters shall be informed that remote interpreting shall be required at the time of recruitment.
- d) An interpreter required to work in remote shall not be assigned to another meeting in the traditional mode on the same day.
- e) In addition to the team of interpreters, there shall be a person with the primary responsibility of ensuring coordination between the interpreters working remotely and the meeting organisers.
- h) Remote simultaneous interpreting work shall be restricted to
- i. A single session of a maximum duration of 3 hours and 30 minutes
 - ii. Two sessions of a maximum duration of 2 hours and 30 minutes, with a break of at least 1 hour and 30 minutes between the two sessions.
 - iii. Where the duration exceeds that set out in paragraph (ii) above, without exceeding two sessions of 3 hours and 30 minutes, with a break of at least 1 hour and 30 minutes between the two sessions, the team of interpreters shall be reinforced by an additional interpreter.
 - iv. Where the duration exceeds that set out in paragraph (i) or in paragraph (iii) above, the team shall be replaced by a relief team.
 - v. Where neither paragraph (iii) nor paragraph (iv) is feasible, and in consultation with the team of interpreters, exceeding the duration in paragraph (ii) above may be authorized on an exceptional basis. In such an event, the excess duration shall be limited to 30 minutes for the whole working day. Each interpreter concerned shall be entitled to financial compensation (payment of an additional allowance of 25% of the full day rate). Where a meeting lasts for several days, this excess duration shall only be authorized once. In the case of meetings presenting particular difficulties, such as systematic interpretation of documents read out, or where the working day includes a single session of 3 hours and 30 minutes, no excess duration shall be authorised.

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 **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 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, consecutive or 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 2 (two) interpreters for very short meetings or a team of 3 (three) interpreters shall be engaged for simultaneous interpreting according to the table in Section 1.6 below. For consecutive interpreting in case of scientific or technical meetings or meetings, a team of 2 (two) interpreters shall be engaged, including where the length of working time does not exceed 4 (four) hours.

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		Scientific/Technical/Webcast meeting	
	Consecutive	Simultaneous	Consecutive	Simultaneous
Very short meetings	1	2	2	2
Full day	2	2	3	3
>4 (four) hours	2	2	3	3

	Meeting with no particular difficulties	Scientific/Technical/Webcast meeting
	Whispered	Whispered
Up to 30'	1	1
Up to four hours	2	2

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, fee for meetings in remote interpreting mode and overtime in case of working day lasting more than 8 (eight) hours, and cancellation fee.

In the case of very short meetings with simultaneous interpreting, no more than 2 (two) hours, 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, more than 8 (eight) hours, 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:

- a) 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;
- b) 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;
- c) 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;
- d) 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:

- a) 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 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 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 are authorised to travel first class;
- b) Journeys by air: interpreters 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 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. Technical equipment and technical support for interpreting services (Lot B)

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

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

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 be 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. Use of on-line platform for meetings with remote simultaneous interpreting (Lot C)

Following the impact of the COVID 19 pandemic on the organization of activities by the Council of Europe many events 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. Bilingual fully virtual meetings - Positions 1.1 to 1.4 (attached Act of Engagement)

All participants and interpreters are connected remotely due to the in-extremis health situation. In case of an outbreak of COVID 19 or strict lockdown measures and/or in case of in extremis force majeure situation only, all participants, including the interpreters work from different venues.

ii. Bilingual meetings in a HUB – Positions 2.1 to 2.4 (Act of Engagement)

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

Moreover, the service provider undertakes to comply with local health measures in place in order to guarantee the health and well-being of interpreters and physically present participants in the context of the COVID 19 pandemic.

Technical specifications:

- ISO 20109 compliant conference and simultaneous interpreting equipment
- ISO compliant fixed or mobile booths in sufficient numbers to meet the local health COVID 19 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 one of the following headsets with built-in microphone or equivalent:

LOGITECH USB HEADSET ZONE WIRED

<https://www.logitech.com/en-ca/product/usb-headset-zone-wired>

SENNHEISER USB PC 7

<https://en-ca.sennheiser.com/usb-pc-headset-pc-7-usb>

JABAR EVOLVE 65

<https://www.jabra.fr/business/office-headsets/jabra-evolve/jabra-evolve-65# #6593-823-309>

- 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.

C. 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 this consultation and the subsequent selection are completed, you will be informed accordingly. Deliverables will then be carried out on the basis of Order Forms submitted by the Council to the selected Service Provider(s), by post or electronically, on **an as needed basis** (there is therefore no obligation to order on the part of the Council).

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

Pooling

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

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

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 Service 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.

If the Provider, for any lot, fails to provide the expected service level, as defined in the present document, the Council reserves the right to deduct from the price to be paid an amount corresponding, on a pro rata basis, to the level of service that the Provider failed to provide, and/or to terminate the contract, in all or in part.

Providers subject to VAT

The Provider, **if subject to VAT**, shall also send, together with each signed Form, a quote² (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 Service 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.

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.

² It must strictly respect the fees indicated in Section A of the Act of Engagement as recorded by the Council of Europe. In case of non-compliance with the fees as indicated in the Act of Engagement, the Council of Europe reserves the right to terminate the Contract with the Service Provider, in all or in part.

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)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, 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).

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):

Interpreting services (Lot A)	Technical equipment and support for interpreting services (Lot B)	Use of on-line platform for meetings with RSI (Lot C)
<ul style="list-style-type: none"> • Being a registered company in Slovenia • Being able, as a Provider, to demonstrate 5 (five) years of experience of providing interpreting services to international organisations or national public administrations or institutions in the country/jurisdiction covered by the lot concerned 	<ul style="list-style-type: none"> • Being a registered company in Slovenia • Possessing interpreting booths compliant with ISO 4043 norms • Capacity to comply with the defined brands, or equivalent (see Part I.B.2.1) 	<ul style="list-style-type: none"> • Being a registered company in Slovenia • Providing at least one of the following RSI platforms: KUDO-INTERPREFY-VOICE BOXER-INTERACTIO • Adequate command of English for operators and coordinators (at least B2) • Possessing ISO 20109 compliant

³ The Council of Europe reserves the right to ask tenderers, at a later stage, to supply the following supporting documents:

- An extract from the record of convictions or failing that an equivalent document issued by the competent judicial or administrative authority of the country of incorporation, indicating that the first three and sixth requirements listed above under "exclusion criteria" are met;
- A certificate issued by the competent authority of the country of incorporation indicating that the fourth requirement is met;
- 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).

		conference and simultaneous interpreting equipment
--	--	--

Award criteria

Interpreting services (Lot A)	Technical equipment and support for interpreting services (Lot B)	Use of on-line platform for meetings with RSI (Lot C)
<ul style="list-style-type: none"> • Quality of the offer (70%), including: <ul style="list-style-type: none"> - Capacity to cover several meetings at the same time, based on the number of interpreters per category; - Qualifications and experience of the interpreters under each category - Experience in European affairs or public administration affairs will constitute an asset. • Financial offer (30%). 	<ul style="list-style-type: none"> • Quality of the offer (40%), including: <ul style="list-style-type: none"> - 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); - Experience of the tenderer (not its staff), in particular in providing similar equipment to an international organisation, an institution or a public service; - Capacity to cover several meetings at the same time, based in particular on the number of available booths with ISO norms. • Financial offer (60%). 	<ul style="list-style-type: none"> • Quality of the offer (70%), including: <ul style="list-style-type: none"> • Experience of the tenderer (not its staff), in providing similar equipment to an international organization, an institution or a public service; • Optic fiber connection, would be an advantage in case of redundancy • Having a 4G hot spot would be an advantage • Financial offer (30%).

Multiple tendering is not authorised.

F. 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"> ➤ A scanned copy of the Act of Engagement; ➤ A list of all owners and executive officers, for legal persons only; 		
<ul style="list-style-type: none"> • Registration documents ; • Tender Proposal Form (completed) • Reference letter(s) demonstrating the experience of the legal person tendering • Detailed CVs of all interpreters listed in the Tender Proposal Form, per category • Documented proof of the qualifications and professional experience of any interpreter listed in the Tender Proposal Form. <p>With regard to the qualifications and experience of the interpreters:</p> <ul style="list-style-type: none"> - any university degree must be supported by a copy of diploma or certificate obtained, - any experience must be supported by any letters of reference from customers, invoices, contracts clearly indicating the subject, event and language combination <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"> • Registration documents • Tender Proposal Form (completed) • 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 • Detailed CVs of all qualified technicians listed in the Tender Proposal Form, per profile • Documented proof of the compliance with ISO 4043 norms • Documented proof capacity to comply with the defined brand or equivalent (see Part I.B.2.1.) 	<ul style="list-style-type: none"> • Registration documents • Tender Proposal Form (completed) • 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; • Certification on the use of one of the following RSI platforms: KUDO-INTERPREFY-VOICE BOXER-INTERACTION; • Any document proving compliance with ISO norms (technical specifications, section E) • 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; • Detailed CVs of all operators and coordinators per profile.

All documents shall be submitted in English, failure to do so will result in the exclusion of the tender. If any of the documents listed above are missing, the Council of Europe reserves the right to reject the tender.

The Council reserves the right to reject a tender if the scanned documents are of such a quality that the documents cannot be read once printed.

* * *

PART II – TENDER RULES
CALL FOR TENDERS
FOR THE PROVISION OF INTERPRETING SERVICES AND
RENTING OF INTERPRETING EQUIPMENT IN SLOVENIA
2021A067

ARTICLE 1 – IDENTIFICATION OF THE CONTRACTING AUTHORITY

1.1 Name and address

COUNCIL OF EUROPE

Directorate General Human Rights and Rule of Law

Action against Crime Department

Criminal Law Co-operation Unit (CLCU)

1.2. Background

The activities of the Organisation are governed by its Statute. These activities concern the promotion of human rights, democracy and the rule of law. The Organisation has its seat in Strasbourg and has set up external offices in about 20 member and non-member states (in Ankara, Baku, Belgrade, Brussels, Bucharest, Chisinau, Erevan, Geneva, Kyiv, Lisbon, Moscow, Paris, Podgorica, Pristina, Rabat, Sarajevo, Skopje, Tbilisi, Tirana, Tunis, Warsaw, Venice and Vienna).

Council of Europe procurements are governed by the Financial Regulations of the Organisation and by Rule 1395 of 20 June 2019 on the procurement procedures of the Council of Europe.

The Organisation enjoys privileges and immunities provided for in the General Agreement on Privileges and Immunities of the Council of Europe, and its Protocols, and the Special Agreement relating to the Seat of the Council of Europe.⁴

Further details on the project are provided in the Terms of Reference.

ARTICLE 2 – VALIDITY OF THE TENDERS

Tenders are valid for 120 calendar days as from the closing date for their submission.

ARTICLE 3 – DURATION OF THE CONTRACT

The duration of the framework contract is set out in Article 2 of the Legal Conditions in the Act of Engagement.

ARTICLE 4 – CHANGE, ALTERATION AND MODIFICATION OF THE TENDER FILE

Any change in the format, or any alteration or modification of the original tender will cause the immediate rejection of the tender concerned.

ARTICLE 5 – CONTENT OF THE TENDER FILE

The tender file is composed of:

- Technical specifications/Terms of reference;
- Tender rules;
- An Act of Engagement, including the Legal Conditions of the contract;
- Three tender proposal forms (Appendices I, II and III)

ARTICLE 6 – LEGAL FORM OF TENDERERS

The tenderer must be a legal person or consortia of legal and/or natural persons.

ARTICLE 7 – SUPPLEMENTARY INFORMATION

General information can be found on the website of the Council of Europe: <http://www.coe.int>

Other questions regarding this specific tendering procedure shall be sent at the latest by **one** week before the deadline for submissions of tenders, in English and shall be exclusively sent to the following address: PolicePrisons.Projects@coe.int.

This address is to be used for questions only; for modalities of tendering, please refer to the below Article.

ARTICLE 8 – MODALITIES OF THE TENDERING

Tenders must be sent to the Council of Europe electronically.

Electronic copies shall be sent only to cdm@coe.int. Tenders submitted to another e-mail account will be excluded from the procedure.

ARTICLE 9 – DEADLINE FOR SUBMISSION OF TENDERS

The deadline for the submission of tenders is 23 November 2021, by 23:59 CET, as received by the Council at cdm@coe.int.

ARTICLE 10 – ASSESSMENT OF TENDERS

Tenders shall be assessed in accordance with Rule 1395 of 20 June 2019 on the procurement procedures of the Council of Europe. Assessment shall be based upon the criteria as detailed in the Terms of Reference.

ARTICLE 11 – NEGOTIATIONS

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

* * *

⁴ Available on the website of the Council of Europe Treaty Office: www.conventions.coe.int

FINAL CHECK LIST

1) BEFORE SENDING YOUR TENDER, CHECK THAT IT INCLUDES:

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"> ➤ One signed and scanned copy of the Act of Engagement; ➤ A list of all owners and executive officers, for legal persons only; 		
<ul style="list-style-type: none"> • Registration documents ; • Tender Proposal Form (completed) • Reference letter(s) demonstrating the experience of the legal person tendering • Detailed CVs of all interpreters listed in the Tender Proposal Form, per category • Documented proof of the qualifications and professional experience of any interpreter listed in the Tender Proposal Form <p>With regard to the qualifications and experience of the interpreters:</p> <ul style="list-style-type: none"> - any university degree must be supported by a copy of diploma or certificate obtained, - any experience must be supported by any letters of reference from customers, invoices, contracts clearly indicating the subject, event and language combination. 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. 	<ul style="list-style-type: none"> • Registration documents • Tender Proposal Form (completed) • 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 • Detailed CVs of all qualified technicians listed in the Tender Proposal Form, per profile • Documented proof of the compliance with ISO 4043 norms • Documented proof capacity to comply with the defined brand or equivalent (see Part I.B.2.1.) 	<ul style="list-style-type: none"> • Registration documents • Tender Proposal Form (completed) • 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; • Certification on the use of one of the following RSI platforms: KUDO-INTERPREFY-VOICE BOXER-INTERACTION; • Any document proving compliance with ISO norms (technical specifications, section E) • 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; • Detailed CVs of all operators and coordinators per profile.

2) HOW TO SEND TENDERS?

Tenders must be sent to the Council of Europe **electronically**.

Electronic copies shall be sent only to cdm@coe.int. Tenders submitted to another e-mail account will be excluded from the procedure;

The deadline for the submission of tenders is 23 November 2021, by 23:59 CET, as received by the Council at cdm@coe.int.