

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

Purchase of event management, material production and publishing services in Slovenia CC.DGII.VC2467.2020.07



The Council of Europe is currently implementing a Project to Support the implementation of Barnahus (Children's House), phase II in Slovenia (13/12/2019-13/12/2021). The project co-financed by the EU Structural Reform Support Services and implemented in close collaboration with the Ministry of Justice of the Republic of Slovenia. In that context, the Project is looking for Provider(s) for the provision of *event management, material production and publishing services in Slovenia* 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 Europe¹, 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 except consortia.

Tenders shall be submitted **by email only** (with attachments) **to the email address indicated in the table below, with the following reference in subject: CoE events.** Tenders addressed to another email address **will be rejected.**

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

Type of contract ▶	Framework contract
Duration ▶	Until 31 March 2021
Deadline for submission of tenders/offers ▶	24 March 2020
Email for submission of tenders/offers ▶	children@coe.int
Email for questions ▶	children@coe.int
Expected starting date of execution ▶	27 April 2020

¹ 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 Council of Europe is currently implementing a project to Support the implementation of Barnahus (Children's House), phase II in Slovenia. Barnahus is a leading European model for a child-friendly multidisciplinary and interagency response to child sexual exploitation and abuse. Among its expected results, the project aims to increase awareness of professionals and the wider public on the phenomenon of child sexual abuse in Slovenia. The project has three key components, which aim towards: 1) establishing an enabling legal, policy and institutional framework for sustainable operation of Barnahus in Slovenia; 2) enhancing knowledge and capacities of professionals to respond to child sexual abuse; and 3) increasing awareness of professionals and the wider public in this field. The project is co-financed by the EU Structural Reform Support Services and the Council of Europe. It is implemented during the period of 13 December 2019-12 December 2021 by the Council of Europe in close collaboration with the Ministry of Justice in Slovenia.

The Council of Europe is looking for a maximum of 3 Provider(s) (provided enough tenders meet the criteria indicated below) in order to support the implementation of the project with a particular expertise on event management, material production and publishing services.

This Contract is currently estimated to cover up to 20 activities, including meetings, workshops, roundtables, conferences, high-level and press events, receptions to be held by 12 December 2021. 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 560,000 Euros and the total amount of the object of present tender **shall not exceed 55,000 Euros tax exclusive** for the whole duration of the Framework Contract. This information does not constitute any sort of contractual commitment or obligation on the part of the Council of Europe.

Scope of the Framework Contract

Throughout the duration of the Framework Contract, pre-selected Providers may be asked to provide the deliverables listed in the Act of Engagement (See Section A – Terms of reference and five Appendixes). This list is considered exhaustive.

The object of the Contract concerns the provision of domestic travel, accommodation, meeting room packages, catering, reimbursement of travel costs (see full list of technical specifications hereafter), printing, production and visibility services.

Expected deliverables

Tenderers may be asked to provide the following during the events in the country and throughout the duration of the contract. Services shall be provided upon request and in conformity with the applicable rules of the Council of Europe². They are invited to complete and return the Act of Engagement, which lists all the units that the Council may order.

1. Domestic travel (Appendix 1)

- Return plane/rail/bus tickets for participants (including experts and staff). Bidders shall indicate in their offer the transaction or handling fee per travel ticket issued. Bidders shall not propose a transaction or handling fee per travel ticket issued above the standard ticketing service charge or fee applied by the issuing company.
- Domestic transfer of participants to the airport/rail station/bus station terminals and meeting venues/hotels. Bidders shall indicate in their offer the cost per vehicle type (with driver) per kilometre in the country and if applicable, the handling fee for such type of services. . If the meeting facilities are not provided in the hotels where participants are accommodated or are not within walking distance of these hotels, local transport should also be provided. Bidders shall indicate the cost per vehicle type (with driver) per kilometre in the country.

² Applicable Rules: https://search.coe.int/cm/Pages/result_details.aspx?ObjectID=09000016805ce9c4

- In the case of activities involving back-to-back visits requiring the permanent presence of the driver in a number of locations and transportation of participants between these locations: Bidders shall indicate the half day/daily rental cost per vehicle type (with driver) in the country and the handling fee for such type of services. Rental of the vehicle with the driver for up to six hours is defined as half-day, up to twelve hours as a full day and for over twelve hours as each individual hour. For activities including overnight stays bidders shall indicate the per diem expenses for drivers.
- For the purpose of calculating distances for transfers, the figures in kilometres for the most convenient journey provided by Via Michelin shall be applied.

2. Meeting organisation

a. Accommodation: Board and lodging (Appendix 2)

- Hotels should offer adequate meeting facilities or facilities situated within their vicinity. If adequate meeting facilities are not available in the hotel where participants are accommodated, they shall be available within walking distance of the hotel or local transport shall be provided.
- In the event of single rooms being unavailable, double rooms shall be provided at a rate which will not exceed by more than 20% the price of a single room. In the case of half-board accommodation, lunches should be provided as part of the meeting package. In the case of bed and breakfast accommodation, lunches and dinners should be provided as part of the meeting package.
- The bidders shall clearly indicate deadlines for changes/final confirmation of bookings and liability in case of last-minute cancellations or "no-shows". Bidders shall indicate the cost of a single room per person per night per hotel (3 and 4 stars) in the following cities: **Ljubljana, Brdo, Portorož, and Ptuj** with the minimum and maximum rates for low and high seasons applicable for each. Bidders shall indicate a global rate/cost valid for each category of 3 and 4 star hotels for all other cities and places in the country. In that case, the Council will be charged the actual costs that cannot be higher than the agreed global rate. Should the Provider for any reason not be able to provide services in the above-mentioned cities, it can propose similar locations. However, preference is given to the above-mentioned locations.
- The Council shall not be liable for any individual expenses or extra expenditure by participants.

b. Meeting room package (Appendix 3)

- **Availability and seating capacity of meeting rooms:** Meetings will take place mainly in Ljubljana, but may also be organised in the above-mentioned cities (Brdo, Portorož, and Ptuj). The number of participants per meeting will vary: up to 10 (technical workshops, focus groups and bilateral meetings), 10-50 (medium-scale seminars, press conferences, steering committees) and 50-160 (large conferences). Bidders shall indicate the cost of a meeting room per day and half day and include the provision of water. The venues must be suitable for the installation and use of interpretation boxes and interpretation equipment.
- **Setting up the room,** including: setting up tables and chairs according to Council of Europe requirements (Conference Style, Auditorium Style, Banquet Style, Hollow Square Style, Classroom, U-Shape Style, Podium, Stage construction and Head Table).
- **Logistical/Conference technology/support services:** A registration desk with the necessary personnel shall be provided to welcome, register and direct participants. Provide attendance list and ensuring its signature by participants and contributors on each day of the event. Prepare and install basic organisational material such as signs/name tags. Computer(s) with internet connection, printer(s), projectors/beaners, projection screens, laptop(s), flipcharts and other relevant technical/IT equipment shall be provided. Upon request, the bidders shall be able to connect all necessary equipment, install microphones no later than two hours before the event, place self standing banners and put water bottles and glass/plastic cups, papers and pens for participants on the tables. Provide on-site technical and computer assistance at the event. Bidders shall include the cost per item per half and full meeting day and foresee an on-call technician.
- **Interpretation equipment,** including provision of equipment, their set-up and maintenance. One interpretation booth for 2 simultaneous translators should be provided with corresponding earpieces, microphones and other equipment needed for up to 160 participants (see the varying sizes of the meeting venues provided above). Please note that simultaneous interpreters will be provided by a separate service provider and are thus not part of this Contract.

c. Catering (Appendix 4)

- **Coffee breaks**, including coffee, tea and refreshments can be organised on site at the premises where the event takes place, e.g at a hotel/conference center or at the premises of a partner institution. In the latter case bidders shall indicate the price of waiter service. Bidders shall indicate the cost per person per coffee break for the following categories of meeting: up to 10 participants (small scale event) 10-50 participants (medium-scale) and 50-160 (large-scale).
- **Meals:** Lunch and dinners (with water/soft drink and coffee/tea):
Lunches may be organised on site or off premises in restaurants within walking distance of the meeting venue.
Dinners may be organised on site or off premises in restaurants within reasonable walking or transport distance of the meeting venue.
- **Services for receptions, lunches and dinners:** Bidders shall indicate the handling fees to the Council for the reservation, selection, organisation and supervision of the requested services. Prices indicated in the offers shall be applicable whenever the catering services are organised (on site or off premises) in Slovenia.
 The selected Provider shall ensure that health and safety and hygiene standards required by national legislation are strictly followed.

3. Printing and visibility services (Appendix 5)

- **Design, printing and publishing services.** Bidders shall indicate the cost of printing per page and publications in various formats (A6, A5, A4, B5, etc.), various quantities (publications up to 500 copies, printing up to 3000 copies) for black and white and full colour copies, as well as various bindings. Bidders should indicate a handling fee for the transaction, including costs for pdf versions, design and lay-out as appropriate (adapting English InDesign files into Slovenian and/or design and development of lay-out and cover sheets in line with all relevant Council of Europe rules, including notably the Council of Europe visual identity³). More details provided in the Appendix 5.
- **Design and production of visibility materials:** Visibility items (banners, roll-ups, folders with the name of the project on the cover page, badges, tables tags, name tags, notepads, pens, bags etc.) shall be provided upon request and comply with all relevant Council of Europe rules, including notably the Council of Europe visual identity⁴. Bidders should indicate a handling fee for the transaction, including costs for design and lay-out, as appropriate. More details provided in the Appendix 5.
 Installation of roll-ups, banners and other visibility elements/materials inside and outside of the conference room should be ensured no later than one hour before the event. Distribution and assembling of visibility items provided by the Council among participants and contributors to be equally ensured.

4. Other services

The Council may order the following services, which consist exclusively in the handling of cash, as an intermediary between the Council and the participants.

- **Reimbursement of local travel expenses to participants**
 Upon request, the Service Provider will be responsible for reimbursing local travel expenses incurred by participants travelling in the country by personal car, bus, train or plane.

The tenderers are invited to indicate in their financial offer a handling fee for these services.

Should the Service Provider be requested to provide participants in events with travel expenses, the Service Provider shall communicate the participants' travel details to the Council within two working days of receiving the final list of participants by the Council. The travel expenses are to be reimbursed in accordance with applicable rules of the Council of Europe Europe⁵.

³ <http://www.coe.int/02/Logo/CoE-Charte-graphique-V2-2014-EN.pdf> ; more information and tools can be found at <http://www.coe.int/en/web/about-us/visual-identity>.

⁴ Ibid.

⁵ Applicable Rules: https://search.coe.int/cm/Pages/result_details.aspx?ObjectID=09000016805ce9c4

Please note that the kilometric allowance for participants travelling by cars set for 0.25 cents/km. The following website is advised to be used for calculating purposes: <https://www.viamichelin.fr/>

The amount of travel expenses to be reimbursed shall correspond to the real costs indicated in the supporting documents to be submitted by the Provider, and accepted by the Council.

When these services are requested, the Service Provider shall submit to the Council a signed expense form along with ID photocopies of the reimbursed participants, countersigned by the participants who were paid/reimbursed expenses, specifying for each person the expenses incurred and reimbursed (e.g. travel costs to and from the place where the event/activity took place). For the travel expenses, the expense form shall be accompanied by the corresponding invoices and, where applicable, further proof of actual expenditure of the expenses reimbursed (e.g. travel tickets issued to or submitted by the participants). The aforementioned invoices and supporting documents shall be submitted in their original version. If for legal reasons the original supporting documents must be retained by the Service Provider, certified copies must be submitted.

5. Quality requirements, cancellation policy and security requirements

The selected Service Providers must ensure, *inter alia*, that:

- The organisation is done to a professional standard;
- There is adequate presence of the organising company at the event to oversee implementation where this is requested by the Council;
- Any specific instructions given by the Council – whenever this is the case – are followed.

The Council is working with tight deadlines for the organisation of the events under the Project. The number of participants varies rapidly and could change 48 hours before an event. Flexibility in cancellation policy of the Service Providers is preferable.

Security Requirements

If specific security concerns related to the organisation of an event have been identified by the Council of Europe, the national authorities, or the Provider, the Council may request Providers to submit offers of accommodation or conference facilities from a list of premises where the Council of Europe has conducted a security risk assessment. Where relevant, this list shall be provided to Providers at the time of ordering.

Transportation Requirements

The Provider or its sub-contractor should have an established working relationship with the company/drivers and be able to rely on their services. In general, the requirements listed for transportation below shall be complied with.

If the Council of Europe requests Providers to submit offers for transportation services (see Section B., point 1 above), then Providers must ensure the following requirements are met:

- All passengers are insured in case of an accident by third party liability insurance (TPL) in compliance with domestic legislation;
- All drivers shall have a valid driving licence for the respective vehicle class as prescribed by the applicable national legislation;
- All drivers shall be aware of and observe professional ethics in dealing with clients.

The Council of Europe can refuse the services of a particular driver if there is concern that his/her ability to carry out his/her duties safely may have been impaired, affected or influenced by illness, fatigue or injury or any other reason.

Where the Council considers necessary, it may request a higher or lower level of security than listed above. In such cases, the orders for the relevant services will provide details of specific security measures valid only for the event(s) concerned. If no specific measures are provided in the order forms concerned, the above list remains valid.

6. Child safeguarding

The provider undertakes to respect and apply the Council of Europe Child Safeguarding Policy and ensure, in particular, that all participants involved in the implementation of the project respect and act in compliance with the Policy (see Appendix 6). Some of the project activities, including workshops and meetings may involve the participation of children.

C. FEES

Tenderers are invited to indicate their fees, by completing and sending the table of fees in the five Appendixes accompanying the attached Act of Engagement. These fees are final and not subject to review.

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

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).

Ranking

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. Orders will be addressed in priority to the first Provider on the ranking list of the tender. If this Provider is unable to take the Order or if no reply is given on his behalf within that deadline, the Council may call on the second Provider on the ranking list of the tender, and so on down the list.

Providers subject to VAT

For the order forms, the Provider, **if subject to VAT**, shall also send, together with each signed Form, a quote⁶ (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.

⁶ It must strictly respect the fees indicated in the Act of Engagement. In case of non-compliance with these fees, the Council of Europe reserves the right to terminate the Contract with the Provider, in all or in part.

E. ASSESSMENT

Exclusion criteria and absence of conflict of interests

(by signing the Act of Engagement, you declare on your honour not being in any of the below situations)⁷

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

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

- Being a registered company specialised in the field of event management and organization;
- Five years of similar experience in providing services to national public entities and/or international bodies/clients;
- Proven track record of having concluded and completed at least two contracts concerning similar services with a minimum value of 20.000 EUR (each contract) from 1 January 2017 to today;
- That the Tenderer is in a state of liquidity (the ratio of Average Current assets / Current liabilities from 2015 - 2018 must be equal or greater than 1).

Award criteria

- Criterion 1: **Quality**: capacity to meet the technical (see point 1 to 4 above under Section B. of the Terms of Reference) and quality requirements (see point 5 above under Section B. of the Terms of Reference) under this Contract (40%)
- Criterion 2: **Financial offer**: the cost of individual services and the overall handling fee/commission (60%)

Multiple tendering is not authorised.

F. NEGOTIATIONS

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

G. DOCUMENTS TO BE PROVIDED

- A completed and signed copy of the **Act of Engagement**⁸ (See attached);
- A list of all owners and executive officers, for legal persons only;

⁷ The Council of Europe reserves the right to ask tenderers, at a later stage, to supply the following supporting documents:

- An extract from the record of convictions or failing that an equivalent document issued by the competent judicial or administrative authority of the country of incorporation, indicating that the first three above listed exclusion criteria are met;
- A certificate issued by the competent authority of the country of incorporation indicating that the fourth criterion is met;
- For legal persons, an extract from the companies register or other official document proving ownership and control of the Tenderer;
- For natural persons (including owners and executive officers of legal persons), a scanned copy of a valid photographic proof of identity (e.g. passport).

⁸ The Act of Engagement must be completed, signed and scanned in its entirety (i.e. including all the pages). The scanned Act of Engagement may be sent page by page (attached to a single email) or as a compiled document, although a compiled document would be preferred. For all scanned documents, .pdf files are preferred.

- Record and examples of 2-5 years relevant experience in providing similar services to public entities in the country and international clients (e.g. international or European institutions, embassies, international companies, etc.).

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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