



EUROPEAN COMMISSION  
EDUCATION AND CULTURE DG

Culture, Audiovisual Policy and Sport  
**Audiovisual Policy**

**Public service contract No DG EAC/59/02 to be awarded by open procedure and by call for tenders**

**TITLE: *Study of the audiovisual landscape and public audiovisual policies in the candidate countries***

- **INTRODUCTION - BACKGROUND INFORMATION**

This call is made in the context of the review of the "Television without frontiers Directive" (Directive 97/36/EC of the European Parliament and of the Council of 30 June 1997 amending Council Directive 89/552/EEC) (see [http://europa.eu.int/comm/avpolicy/regul/regul\\_en.htm](http://europa.eu.int/comm/avpolicy/regul/regul_en.htm)) on the coordination of certain provisions laid down by law, regulation or administrative action in Member States concerning the pursuit of television broadcasting activities. This directive is part of the Community *acquis* which the candidate countries must adopt and implement, at the latest, before the date on which they become members of the European Union (EU).

- **PURPOSE OF THE CONTRACT**

**2.1. Description of contract**

**Study of the audiovisual landscape and public audiovisual policies in the candidate countries**

The geographical scope of the study covers the thirteen candidate countries for membership of the European Union, namely Poland, Hungary, the Czech Republic, Slovakia, Bulgaria, Romania, Slovenia, Estonia, Lithuania, Latvia, Cyprus, Malta and Turkey.

Since membership negotiations began in 1998, the audiovisual landscape in the candidate countries – particularly in central and eastern European countries, where it had already been transformed by the change of regime – has evolved greatly, as have public policies and regulatory frameworks covering the sector. This intensive period of economic change and legislative and administrative adaptation (including the gradual adoption of the EU *acquis* in the area of audiovisual policy – essentially the “Television without Frontiers” Directive) continues today, with varying results particularly as far as

technological development is concerned, and more or less advanced adoption of the Community *acquis*.

With a view to the accession of the candidate countries, this study will aim to improve knowledge of the audiovisual landscape and public policies in these countries in order to, firstly, gain a better appreciation of the context within which the Community *acquis* will be implemented and, secondly, anticipate and better understand the position of these potential Member States in future debates on audiovisual policy.

For the purposes of this study, “audiovisual landscape” encompasses the television, radio, cinema, video game and multimedia sectors in respect of both production and distribution/broadcasting (including cable and satellite).

The scope of the study will be extended (i.e. beyond the audiovisual sector) to other areas of culture (publishing, the arts, cultural institutes and heritage) for research into the programmes and activities developed by the candidate countries in the context of external cooperation (i.e., with countries outside both the EU and the European Economic Area).

“Public policies” means all of the legislative, regulatory or financial measures put in place by the public authorities or in cooperation with them for the purposes of regulating or supporting the audiovisual sector. It also includes cooperation agreements with third countries as well as cooperation programmes or activities in the audiovisual and cultural sectors.

More specifically, the study will have to be divided into two parts:

I. A country-by-country analysis, to include the following:

1) A descriptive/factual section taking account of the following elements in particular:

1.1. Public policies: Legislation in force<sup>1</sup> (including any modifications in preparation), regulatory framework, mechanisms for financial support in the audiovisual sphere as described above, and possible links with other policies such as those related to culture, language or identity. Cooperation agreements, programmes and/or activities with third countries outside the EU and the EEA in the audiovisual and cultural spheres as described above. More specifically, this section should include references to basic texts and a summary description of their content (to be annexed when available in one of the Community languages) as well as the activities or mechanisms they establish.

1.2. Audiovisual market: the players (role, shareholding, method of financing, market share, volume and types of production/broadcasting, etc.), and their organisation (trade unions, pressure groups, etc.) including self-regulation mechanisms where they exist.

1.3. Promotion, regulation and/or administration systems: organisations involved in regulatory work, monitoring, sanctions and administration of public funds (particularly financial support mechanisms), how they appoint their members, the degree of

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<sup>1</sup> Legislation covering, for example, advertising, sponsorship, telesales, protection of minors, classification of audiovisual works, right to reply, media pluralism, moves to encourage production and distribution of television programmes, etc.

coordination between these organisations, their human and budgetary resources, the number and type of decisions taken by the competent authorities, schedules and results of any appeals.

- 2) An analytical section intended to describe the socio-political climate characteristic of the audiovisual sector, the forces at work in the development of the audiovisual market, the positions of the key players and their view of the operation of the regulation systems in place. The analysis will also examine the priorities and challenges in the area of audiovisual and cultural cooperation with third countries outside the EU and the EEA.
- 3) A “forward-looking” section, which will attempt to outline the major challenges of the years to come and the position of the key players relative to these, and which will identify all of the measures which the public authorities and/or the key players plan or hope to adopt.

II. Conclusions: based on the analytical and forward-looking sections described above, the conclusions should allow for a comparative analysis of the audiovisual landscapes of the candidate countries. On the basis of this analysis and elements of interaction between these audiovisual markets and national or Community public policies, it should be possible to uncover any trends hampering the development of the audiovisual sector in these countries. These conclusions should thus lay the groundwork for an evaluation of the economic and political impact of enlargement on Community audiovisual policy.

## **2.2 Methodology**

The methodology to be used by the contractor will be described in detail for each section of the study as set out above. Particular attention will be paid to identifying sources of information (which should include interviews with the key players) and to collecting, processing, analysing and presenting data and information for all of the countries covered by the study. A workplan should be proposed too.

## **2.3 Characteristics of the contracts**

The contractor will be required to attend meetings in Brussels to:

launch the study;  
present each of the reports.

With the exception of the necessary missions to collect and analyse the data, work will be carried out on the contractor’s usual business premises. The studies should be completed within a period of six months. Subcontracting is allowed, provided that mention is made in the tender submitted and subject to Commission approval of the subcontractor.

## **3. REPORTS AND DOCUMENTS TO BE SUBMITTED**

The Commission will require the contractor to submit an interim report three months after signing the contract. The final report, containing a detailed financial statement, will be submitted six months after signing.

All documents must be submitted in English or French, with the exception of the summary of the final report which must be submitted in English, French and German. For

interim reports, three paper copies and one copy in electronic format (Microsoft Word 97) must be provided. For the final report, ten paper copies and one electronic version in Microsoft Word 97 and in html format must be submitted.

#### *Interim report*

The interim report will include a detailed description of the methodology used. It will also contain the results of the analyses conducted so far and the schedule for the remaining work. It will be sent to the Commission within 15 days of the end of the period mentioned above.

Within 30 days of receiving the Commission's observations, the contractor will submit the definitive version of the interim report, either taking account of these observations or setting out different and fully supported arguments.

The interim report will be considered as being accepted by the Commission if, within a month after its receipt, the Commission has not explicitly made its observations to the contractor.

#### *Final report*

The final report will describe the work accomplished and the results obtained in the performance of the contract. A draft version of the final report must be submitted to the Commission within 30 days of the end of the six-month period. The Commission will then inform the contractor whether the report has been accepted or of any comments. Within 30 days of receiving the Commission's observations, the contractor will submit the definitive version of the final report, either taking account of these observations or setting out different and fully supported arguments.

In the absence of any observations from the Commission within one month of the latter's receipt of the draft report, the contractor will be entitled to request written confirmation that the report has been accepted.

The final report will be considered as being accepted by the Commission if, within a month after its receipt, the Commission has not explicitly made its observations to the contractor.

It will also contain a detailed executive summary.

#### **4. PAYMENT SCHEDULE**

The payment arrangements are as follows:

- an initial payment of 30% of the total amount within 60 days of the signature of the contract by the two parties;
- 30% of the total amount after receipt and approval by the Commission of the interim report;

- payment of the balance within 60 days of the approval by the Commission of the final report.

Payments will be made into the contractor's bank account upon presentation of invoices.

**5. IN DRAWING UP HIS/HER BID, THE TENDERER SHOULD BEAR IN MIND THE PROVISIONS OF THE STANDARD CONTRACT ATTACHED TO THIS INVITATION TO TENDER (ANNEX 1).**

**6. TENDERS MUST INCLUDE:**

- all the information and documents required by the authorising department for the appraisal of tenders on the basis of the selection criteria described in point 9 and the award criteria described in point 10;
- a detailed description of the methodology to be applied by the contractor, in particular with regard to the collection, processing, analysis and presentation of data;
- the tenderer's bank details (account number, account holder, name, address and bank code of the branch, BIC/SWIFT code); Annex 5 ("Information relating to the tenderer") may be used;
- a declaration indicating the VAT liability and, as the case may be, either the VAT number or a certificate of exemption;
- the price, in accordance with point 7.

**7. TENDERERS' ATTENTION IS DRAWN TO THE FOLLOWING POINTS RELATING TO THE PRICE:**

- It is an all-in price covering all expenses including travel costs. The price should be within the limit of 220 000 €.
- Prices must be quoted in euro. Tenderers from countries outside the euro zone must use the conversion rates published in the Official Journal of the European Communities, C series, on the date of publication of the call for tenders.
- Prices must be quoted as a lump-sum in euro.
- Prices must be firm and not subject to revision.
- Prices should be quoted free of all duties, taxes and other charges, including VAT as the Communities are exempt from such charges under Articles 3 and 4 of the Protocol on the privileges and immunities of the European Communities. The amount of VAT is to be indicated separately. VAT will not be taken into account in the award of the contract.

**8. TENDERS MUST BE DRAWN UP IN ONE OF THE OFFICIAL LANGUAGES OF THE EUROPEAN UNION AND MUST BE SUBMITTED IN TRIPLICATE.**

## 9. SELECTION CRITERIA

Tenderers must not be in any of the exclusion situations referred to in Article 29 of Council Directive 92/50/EEC of 18 June 1992 relating to the coordination of procedures for the award of public service contracts (Official Journal L 209 of 24 July 1992).

Tenderers must provide evidence of:

- a) their financial and economic ability to take on the tasks specified in this notice of contract. Such evidence may be provided in the form of one or more of the following documents:

- statements from banks;
- balance sheets or extracts therefrom;
- a statement of total turnover, or turnover relating to the provision of similar services, for the past three financial years.

If, for a justifiable reason, the tenderer is unable to produce the documents required by the adjudicating authority, it is authorised to prove its economic and financial capacity by any other document considered to be appropriate by the adjudicating authority. In the case where the contractor is an individual, s/he is obliged also to provide proof of his/her independent status. To this end, s/he should provide documentary evidence concerning his/her social security cover and VAT obligations, or proof of exemption from VAT, as appropriate.

- b) Their experience and work in the audiovisual sector and/or in some or all of the candidate countries.
- c) Their capacity to put together a team taking effective responsibility for the study and capable of performing the work for all of the countries covered.

Each tenderer's dossier must also include:

- 1) the staff chart of the organisation and the CVs of the staff who will be responsible for the study and of any partners likely to be involved, giving details of their professional experience, their specific contributions to the evaluation and the qualifications and linguistic abilities of each partner;
- 2) a list of the principal services provided during the last three years, indicating the subject, the amount, the date and the recipient of the services provided (public or private);

- 3) the list of partners participating in the work across all the States concerned, where a single contractor represents a partnership in order to fulfil the conditions required by these specifications.

Tenders from consortia of firms or from groups of service providers must specify the role, qualifications and experience of each member of the group. The Commission will conclude a single contract with a single contractor (see point 2 above).

N.B.: Tenderers failing to meet any of these requirements will be excluded.

## **10. AWARD CRITERIA**

The contract will be awarded to the economically most advantageous tender, on the basis of the following criteria:

- the relevance and quality of the methodology (40%);
- the workplan (20%);
- the price.

**11. SUBMISSION OF A TENDER IMPLIES ACCEPTANCE OF THE TERMS SPECIFIED IN THE COMMISSION'S "GENERAL TERMS AND CONDITIONS" AND OF ALL THE PROVISIONS SET OUT IN THESE SPECIFICATIONS AND IN THE INVITATION TO TENDER AND, WHERE APPLICABLE, ADDITIONAL DOCUMENTS.**

**12. THIS CALL FOR TENDERS IS OPEN TO TENDERERS FROM THE MEMBER STATES OF THE EUROPEAN UNION, THE EUROPEAN ECONOMIC AREA AND THE SIGNATORY STATES TO THE GATT TREATY, IN ACCORDANCE WITH THE PRINCIPLE OF RECIPROCITY.**

**13. TENDERERS MUST KEEP THEIR BIDS OPEN, IN RESPECT OF ALL THE CONDITIONS THEREIN, FOR A PERIOD OF SIX MONTHS AFTER THE DEADLINE FOR THE SUBMISSION OF BIDS.**

**14. TENDERS MUST BE ACCOMPANIED BY A LETTER OF PRESENTATION, SIGNED BY THE TENDERER OR A PERSON DULY AUTHORISED BY HIM.**

The signature of the tender commits the tenderer vis-à-vis the contracting authority. The tenderer must indicate clearly the organisation's identity: full legal name, abridged name (where applicable), acronym (where applicable), legal status (association, company, university or other), VAT number (where applicable), address and any other relevant information.

\* Annex 5 "Information concerning the tenderer" may be used.

## 15. SUBMISSION OF BIDS

An interested party can submit a bid:

- a) either by registered letter, posted no later than 27/09/2002, date as postmark;
- b) or by personal delivery (by the tenderer or any person acting on behalf of the tenderer, including private courier services ) to the:

European Commission  
EAC DIRECTORATE-GENERAL  
Unit C-1 "Audiovisual Policy"  
Office 7/13  
Rue Belliard 100  
B-1040 Brussels

no later than 4 p.m. on 27/09/2002. In this case in order to establish proof of the date of deposit, the depositor will receive, from an official of the above-mentioned service, a receipt which will be signed and dated.

Tenders must be placed inside two sealed envelopes. The inner envelope, addressed to the above-mentioned Commission department, should also be marked: **“Appel d'offres n° DG EAC/59/02 - À ne pas ouvrir par le service du courrier”**. If self-sealing envelopes are used, they must be sealed with adhesive tape, across which the sender must place his signature.

## 16. THE COSTS OF DISPATCHING THE TENDER WILL BE BORNE BY THE TENDERER.

## 17. OPENING OF BIDS

An ad hoc committee will be set up to open the tenders and to check whether the procedures for the submission of tenders have been complied with. This committee will open the tenders on 07/10/2002 at 14.30. in DG EAC's meeting room No 8/13, rue Belliard 100, B-1040 Brussels.

A representative of each tenderer may attend the opening of the bids.

## 18. TENDERERS MAY NOT SUBMIT BIDS FOR ONLY PART OF THE SERVICES REQUIRED. VARIANTS ARE NOT ALLOWED.



## **19. SECURITY OR GUARANTEE**

The Commission may ask the tenderer for a bank guarantee (or other form of bond) to cover the total value of the contract, including the reimbursable expenses envisaged, as a guarantee of the sound performance of the contract. The guarantee shall be paid back as and when payments are made by the Commission to the contractor. In the event of failure to perform the contract, delays in its performance or failure to meet the requisite quality standards, the Commission will take compensation for damages, interest and expenses to offset losses incurred, by deducting the relevant sums from the bond, irrespective of whether the bond is supplied directly by the contractor or by a third party.

## **20. PUBLICATIONS**

Rights concerning the study and those relating to its reproduction and publication will remain the property of the European Commission. No document based, in whole or in part, upon the work undertaken in the context of this contract may be published except with the prior formal written approval of the European Commission.

## **21. TENDERERS WILL BE INFORMED WHETHER OR NOT THEIR BID HAS BEEN ACCEPTED.**

**ANNEXES:**

- 1 CONTRACT**
- 1/I GENERAL CONDITIONS**
- 1/II REIMBURSEMENT OF EXPENSES**
- 2 FINANCIAL TABLES**
- 3 GENERAL TERMS AND CONDITIONS APPLICABLE TO CONTRACTS**
  
- 4 INDICATIVE SCALES OF TRAVEL AND SUBSISTENCE EXPENSES**
  
- 5 INFORMATION RELATING TO THE TENDERER**
- 6 ARTICLE 29 OF COUNCIL DIRECTIVE 92/50/EEC OF 18 JUNE 1992  
RELATING TO THE COORDINATION OF PROCEDURES FOR THE AWARD  
OF PUBLIC SERVICE CONTRACTS (OFFICIAL JOURNAL L 209 OF  
24 JULY 1992**

FINANCIAL TABLES

(all amounts must be expressed in EURO)

UNIT PRICE (All expenses included (except travel expenses for meetings at the Commission in Brussels))
in €

Comments:

TRAVEL AND SUBSISTENCE EXPENSES (IN EURO)
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JOURNEYS TO MEET WITH EDUCATION AND CULTURE DG
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No of persons	Nature of service*	No of journeys* *	Mode of transport	Total duration	Total cost travel	Total cost subsistence***	Total EURO

\*: specify level

\*\*: round trips :

\*\*\*: hotels - per day (e.g. 2 nights in hotel at EUR 100 per night: 2x100).

**INDICATIVE AVERAGE SCALES FOR CALCULATING TRAVEL COSTS FOR MEETINGS  
WITH DG EAC IN BRUSSELS**

(in EURO)

<b>Place of origin</b>	<b>Means of transport</b>	<b>Travel expenses</b>	<b>Subsistence costs</b>
BRUSSELS	-	-	-
ATHENS	Air*	1 114	149.63
BONN	Rail	98	149.63
COPENHAGEN	Air*	840	149.63
DUBLIN	Air*	650	149.63
HELSINKI	Air*	1 100	149.63
THE HAGUE	Rail	64	149.63
LISBON	Air*	1 112	149.63
LONDON	Air*	459	149.63
LUXEMBOURG	Rail	66	149.63
MADRID	Air*	1 122	149.63
PARIS	Rail	103	149.63
ROME	Air*	907	149.63
STOCKHOLM	Air*	1 052	149.63
VIENNA	Air*	1 060	149.63

\* Tariff in the class immediately below first class (business class)

<b>Identity of tenderer</b>		
Business name (full legal name):		
Abridged name (where applicable):		Acronym (where applicable):
Legal status (association, commercial company, university, etc.):		
VAT number:		Legal registration number:
<b>Registered office address</b>	Street:	No:
Postcode:	Town:	Country:
<b>Tenderer's bank details</b>		
Name of bank:		
Street:		No:
Postcode:	Town:	Country:
Sort code:		Account number:
BIC (SWIFT) Code :		
Tenderer's principal account holder (surname, forename):		
Title or position within the tendering organisation:		
<b>Details of the invitation to tender</b>		
Invitation to tender No: DG EAC/59/02		
Title:		
Lot No and title (where applicable):		
Total bid price (excluding VAT and designated in euros):		
<b>Person who will sign the contract (statutory legal representative)</b>		
Surname, forename:		Nationality:
Domicile:		
Acting in the capacity of:		Date and place of birth:
VAT number:		Social security scheme membership No:

Date:

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SIGNATURE:.....

Gaëtane Nihoul