
TENDERING SPECIFICATIONS

ECHO/INF/PO/AUDVIS/2011/1

Framework contract for the production and distribution of Video News on ECHO's actions in the world

Reference of the contract notice: OJ 2011/S 233 of 3 December 2011

Complementary information on:

http://ec.europa.eu/echo/funding/opportunities/tender_en.htm

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1. TITLE OF THE CALL FOR TENDER

Framework contract for the production and distribution of Video News on the European Commission's Directorate-General for Humanitarian Aid and Civil Protection (ECHO) actions in the world.

2. OBJECTIVE OF THE FRAMEWORK CONTRACT AND CONTEXT

ECHO's mandate is to provide emergency humanitarian aid to help people in acute need. The assistance is delivered to help the victims of natural disasters or man-made crisis. The disaster response is not limited to humanitarian aid but also delivered through civil protection assets. The European Union is one of the world's largest humanitarian donors and, through ECHO, a key player in coordinating civil protection at EU level, both intra and extra EU.

Communicating EU policies and activities is crucial for assuring transparency and contribute to accountability in the eyes of the EU citizen. This is the basis for ECHO communication strategy which aims to increase awareness, understanding and support for the EU action in the field of humanitarian aid and civil protection. In support of the policy, communication strategy also actively promotes the underlying principles and values of humanitarian work.

This open call for tender aims at the conclusion of a framework contract for regularly producing Video News Releases, and distributing them amongst the national and international broadcasters' network of the Contractor. The objective is to raise awareness on humanitarian and civil protection issues and the related European Union's commitment amongst the TV audience, worldwide, the priority being given to European Union countries. The aim is also to regularly provide ECHO with audiovisual material for further distribution through its own channels.

3. SUBJECT OF THE FRAMEWORK CONTRACT

This tender will result in a framework contract with DG ECHO for video news coverage in the area of humanitarian aid and civil protection, the production of short news packages, thematic stock-shots, the distribution through the Contractor's network, and the tracking of broadcasts on television stations.

3.1. Main services required

- Producing audiovisual reports on DG ECHO's actions in the world, whenever possible connecting the story to ongoing news. The production includes any related document (shot lists, scripts etc.) that is part of the package to be distributed.
- Distributing the report on an existing network of broadcasters/subscribers (minimum 300 channels).
- Making the material available for use by Europe by Satellite (EBS) http://ec.europa.eu/avservices/ebs/welcome_en.cfm .
- Tracking and monitoring the use of the material by the subscribers and reporting to DG ECHO.

- More generally, organising all tasks related to pre-production, production and post production.

The Contractor may also be asked to provide:

- clips for web use,
- cinema spots,
- fully edited documentary
- corporate videos
- any other type of audiovisual product.

The Contractor may be asked, under this framework contract, to produce equivalent products featuring other sectors of European Union interest.

The technical specifications and the terms of reference are set out below.

Information related to DG ECHO's work is available on the web at: <http://ec.europa.eu/echo>

All documents related to this procedure are available on:
http://ec.europa.eu/echo/funding/opportunities/tender_en.htm

3.2. Specification of needs

3.2.1. Selection of subjects

The choice of the projects/countries to be covered will be made in agreement with DG ECHO, on a case-by-case basis, depending on the news, the current events, sudden emergencies, etc. For every production, the Contractor will send a short offer to DG ECHO, which will in turn send an order form, where appropriate.

3.2.2. Timing

Given the constraints and unpredictability in the humanitarian and civil protection sectors, the Contractor must be able to respond sometimes at very short notice. Tenderers are invited to submit proposals in this respect, showing in particular their flexibility and ability to adapt to unforeseen events. The Contractor should have the ability to transmit rapidly material from the field.

3.2.3. Geographical areas

Given the vast geographical area concerned, that is any area all over the world adversely affected by a natural disaster or a man-made crisis, the Contractor must have a network of qualified service providers to assure the operations required sometimes within very short notice.

3.2.4. Filming and production

The filming team will travel and work independently from DG ECHO. However, in some cases, support for logistics and organisation of meetings with DG ECHO

partners could be facilitated by DG ECHO personnel in the field, depending on the timing of the filming.

3.2.5. *Contacts*

It must be possible to contact the Contractor, as well as film crews on location, at any given moment. A contact number must be given to the Commission for each operation.

3.2.6. *Human Resources*

The Contractor assumes sole responsibility for the employment and management of the staff necessary for the performance of this contract. However, the Commission reserves the right to control the allocated resources, and will in particular pay attention to the proposed resources (proximity, flexibility, versatility, independence).

The Contractor will employ personnel qualified for the performance of this contract under his sole responsibility. In particular, he must ensure them against accidents at work and undertakes to comply with relevant national laws on employment, social security and taxation, and the rules on health and safety (see the General Conditions in the draft contract).

3.2.7. *Equipment*

The Contractor will supply all the equipment needed for the performance of the contract, including consumables.

3.2.8. *Format/standards*

Systems, formats and standards used must be specified in the tender. Technical specifications must comply with the most recent professional quality standards.

3.2.9. *Insurance*

The Contractor will be liable for damage and accidents caused directly by him or his staff. He will to that end take out the necessary insurance cover. He also assumes sole liability for all accidents or injury suffered by him, his staff, and damage to equipment (see the General Conditions in the draft contract).

3.2.10. *Sub-Contractors*

The Contractor must inform its sub-contractor(s) about Article II.17 of the draft framework service contract (Annex IV Invitation to Tender) which also applies to them, and include this in the contract documents establishing the sub-contract. Once the contract is signed, Article II.13 of the said contract governs sub-contractors.

3.2.11. *Supervision rights*

The approach should obviously be journalistic. Considerable freedom will be left to the editor, on condition that the content **respects the values and principles of the European Union's humanitarian aid: impartiality, neutrality, independence. The Commission's humanitarian aid work follows a need-based approach and is never implicated in political debates.** However, the Commission does reserve the right of supervision on the technical quality and content of the completed productions, as well as the processing of the planned information by the Contractor.

3.2.12. *Copies*

ECHO must receive an MPEG 4 file (for use on the ECHO website) of every product by e-mail. In addition, once a year (or on ad hoc request), all productions should be

copied on a Betacam tape and delivered to the Information and communication Unit (ECHO A.2) in Brussels.

3.2.13. Target audience + distribution

The Contractor should have an existing network of at least 300 subscribers, amongst them top national and international TVs. Depending on the subject, it might be decided, in accordance with DG ECHO, to use the global reach distribution or to split the distribution to some regions of the world (such as European Union Member States). In addition, the Contractor will make the material available to Europe by Satellite.

3.2.14. Tracking

A written and detailed report of the use of the material that was made by the subscribers will be sent to DG ECHO in due time after the distribution.

All detailed obligations imposed on the Contractor regarding this subject matter are stipulated in Article I.9 (*Use of the results*) of the draft Framework Service Contract of the present call for tenders.

3.2.15. Planning

Deadline for submitting applications: 6 February 2012

Provisional date for signing the framework contract: End of February 2012

4. TERMS OF THE FRAMEWORK CONTRACT

The present tender dossier is available in English only. The framework contract will be in English. Tenders can be submitted in English and French.

In drawing up his offer, the tenderer should bear in mind the provisions of the draft framework contract attached to this invitation to tender (Annex IV). Any limitation, amendment or denial of the terms of the contract will lead to automatic exclusion from the procurement procedure.

The Commission may, before the contract is signed, either abandon the procurement procedure or cancel the award procedure without the tenderers being entitled to claim any compensation.

The Commission reserves the right to contract the services described in this call for tenders outside this framework contract.

The framework contract will be concluded with a single operator.

4.1. Estimate of the amount of the framework contract

The estimated value for this framework contract is EUR 900,000 for the first two years. All reimbursable expenses are included in this maximum amount.

4.2. Duration of the framework contract

The framework contract shall be concluded for a period of two years from when it is signed, and can be renewed once by means of a supplementary contract. The total duration of the framework contract may not exceed four years from when it is first signed. The orders or

specific contracts must be returned signed before the framework contract to which they refer expires. The framework contract shall continue to apply to orders and specific contracts after its expiry, but no later than the sixth month following its expiry.

5. CONTRACTUAL FRAMEWORK

The services specified above will be the subject of a framework contract between DG ECHO and the tenderer to whom the contract is awarded.

This contract will lay down the legal, financial, administrative and technical conditions applicable for its period of validity, including price indexation. The *draft framework contract* is the Annex IV to the Invitation of Tender. In drawing up the bid, the tenderer should bear in mind the provision of this draft contract.

Each operation will be the subject of an order form drawn up by the Commission, according to the model attached to the contract.

Tenderers are reminded that their bid must be established in conformity with the applicable national and European employment legislation regarding the transfer of undertakings, and specifically Directive 77/187/CEE, as amended by Directive 2001/23/CE (JO L 82 of 22.3.2001). The tenderer's attention is drawn in particular to the applicable provisions concerning the safeguarding of employee's rights in the case of a change of employer by a conventional company transfer (*refer to national legislation, if applicable*).

Copyright, other intellectual property rights and image rights

Compliance with Copyright law, and more generally with Intellectual Property legislation, as well as with image rights, is of utmost importance to the European Union.

The Contractor shall give warranties to the European Union concerning ownership and/or the acquisition of relevant licences and authorisations pertaining to the above-mentioned rights and in particular shall give warranties that no third-party rights will be infringed.

The Contractor shall assign ownership to the European Union of the rights pertaining to the results obtained under the performance of this Call for Tenders as from the moment of their acceptance by the Commission. In case of rights existing prior to the contract being entered into, the Contractor shall grant to the European Union a licence, permitting the Commission to use the results for all the purposes defined in this Call for Tenders, as from the moment of acceptance by the Commission. It is up to the Contractor to specify any part of the production and/or coverage on which a copyright or any other right of ownership already exists.

In case the Contractor cannot obtain the necessary rights to assign or licence them to the European Union, he shall immediately inform the Commission before the creation of the results. It is also the Contractor's obligation to notify in writing the Commission of the rights that are subject only to a licence. In the absence of such notification by the Contractor, the Commission shall presume that all rights are subject to assignment.

The Contractor shall hold the European Union harmless and shall provide compensation and assistance in the event of actions and proceedings brought against the Union by a third party

as a result of the enjoyment by the European Union of rights obtained from the Contractor in performance of this Contract.

All detailed obligations imposed on the Contractor regarding this subject matter are stipulated in Article I.9 and Article II.10 of the Framework Service Contract of the present Call for Tenders.

6. PAYMENT PROCEDURE

Payments shall be made in EUR.

Payments under the framework contract will be made in accordance with Article II.4 of the framework contract. They will be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted. Payment requests may not be made if payments for previous orders or specific contracts have not been executed as a result of default or negligence on the part of the Contractor.

Pre-financing

There will be no pre-financing.

Payments

The services rendered will be paid after performance of the same by the Contractor and acceptance thereof by the Commission within 30 days of receipt of the invoice.

The invoice will be admissible if accompanied by

- the final report in accordance with the instructions laid down in the order or specific contract;
- statements of reimbursable expenses in accordance with the General Conditions of the model of framework contract (Annex IV) if appropriate;
- the relevant invoices, indicating the reference number of the framework contract and of the order form or specific contract to which they refer.

Provisions relative to payments are mentioned in the model of framework contract in Annex IV of the invitation to tender.

Payment will be made exclusive of VAT, as the European Communities are exempt from all duties and taxes, including value added tax (VAT) under articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities.

In the event of the cancellation of a requested service, the Contractor is authorised to invoice a forfeit based on the real costs involved, and limited to a maximum of 20% of the order form. Any amount exceeding this limit due to exceptional circumstances, must be justified and documented. In all cases, the reimbursement will be made only on presentation of the supporting documentary evidence.

The Contractor is not authorised to budget unforeseen expenses.

7. PRICE

Prices shall be fixed and not subject to revision for implementation during the two years of duration of the Contract.

At the beginning of the third and the following year of the Contract, 80% of each price may be revised upwards or downwards, if such revision is requested by one of the contracting parties by registered letter no later than three months before the anniversary of the date on which it was signed.

The Commission shall purchase on the basis of the prices in force on the date on which order forms or specific contracts are signed. Such prices shall not be subject to revision.

This revision shall be determined by the trend in the harmonised indices of consumer prices (HICP) all items (global index) EU 27 published for the first time by [the Publications Office of the European Union in the Eurostat monthly 'Data in Focus' publication at <http://www.ec.europa.eu/eurostat/>].

Revision shall be calculated in accordance with the following formula:

$$Pr = Po \left(\frac{I_r}{I_o} \right)^{0,2+0,8}$$

where:

Pr = revised price;

Po = price in the original tender;

Io = index for the month corresponding to the final date for submission of tenders;

Ir = index for the month corresponding to the date of receipt of the letter requesting a revision of prices.

8. PRESENTATION OF THE OFFER

Annex III contains a check list and gives a structure of all the information and documents that must be attached to the offer.

The tenderers's offer must comprise:

- The declaration relating to the **exclusion** criteria (see point 9); the tenderer will fill in the appropriate document in Annex II;
- All the documents concerning the **selection** criteria listed under point 10;
- A **technical** tender describing the way in which the tenderer intends to carry out the tasks as described in the contract, by respecting all the obligations imposed by the specifications, bearing in mind the principals and values of European humanitarian aid. The tender should start with a summary including:
 - maximum 20 lines on how you intend to help ECHO boosting its visibility

- maximum 20 lines on what you believe are the most appropriate products to distribute to your network and why.
- A DVD of news stories (minimum 3, maximum 5) compiled by the tenderer in at least three different geographical zones.
- A detailed **price list** for all the services linked to filming, production and distribution, tracking and administrative tasks linked to the contract, correspondence, copies, etc. This list forms an integral part of the contract resulting from this invitation to tender and will serve as a control instrument for our accounting service during invoice verification. Any component not found in this list can be neither invoiced nor paid. It is for this reason that the list must be fully-comprehensive. By providing this price list, tenderers undertake to abide by it and its accompanying conditions in carrying out the framework contract.

Tenders will be compared from a financial point of view on the basis of the price list submitted by the different tenderers. The price list must include **at least** the following services:

N°	Service	Price in EUR
1	Production management (price per day)	
2	Producer research and archive, location directing, viewing/scripting and editing (price per day)	
3	Cameraman (price per day)	
4	Voice-over (English) of a 3 minutes edited package (unit price)	
5	Distribution of a 3 minutes package on subscribers network - Europe (unit price)	
6	Distribution of a 3 minutes package on subscribers network - Worldwide (unit price)	
7	Monitoring Europe	
8	Monitoring Worldwide	
9	
10	
11	
...	

The Commission guarantees that price lists attached to bids shall remain confidential.

Submission of a tender implies acceptance of all the terms and conditions set out in these specifications (including the annexes) and waiver of the candidate's own terms and conditions. Submission of the tender binds the tenderer to whom the contract is awarded during performance of the contract.

As soon as the tender is received by the Commission, it is considered confidential and becomes the property of the Commission.

Tenderers must inform all subContractors that Article II.17 of the draft service contract (Annex IV to the invitation to tender) will apply to them and include it in the documents governing the subcontracting. Once the contract has been signed Article II.13 of the abovementioned service contract shall govern subcontracting. Tenders that do not satisfy all the essential requirements set out above shall be eliminated.

9. EXCLUSION CRITERIA

Tenderers will be excluded from participation in this procurement procedure if:

- a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) they have been convicted of an offence concerning their professional conduct by a judgment which has the force of res judicata;
- c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- d) they have not fulfilled their obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- e) they have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Union's financial interests;
- f) they have been the subject of an administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or failing to supply an information, or being declared to be in serious breach of his obligation under contract covered by the budget.

Contracts may not be awarded to tenderers who, during the procurement procedure:

- a) are subject to a conflict of interest;

The Commission must ensure that, on the date of submission of the tender, no tenderer is subject to a conflict of interest in the context of the present invitation to tender; a conflict of interest could arise in particular as a result of economic interests, political or national affinities, family or emotional ties, or any other relevant connection or shared interest.

Tenderers are therefore invited to specify whether their company includes among its employees/personnel or shareholders:

- any EC civil servants on leave of absence;
- any former EC civil servants or agents (contractual agents, temporary agents, auxiliary agents, local agents, ...) having worked for the European Union during the last three years preceding this call for tender;
- any former agent seconded to the European Institutions having worked for the European Union during the last three years ;
- any former trainee having worked for the European Union during the last year preceding this call for tender.

The Commission reserves the right to judge whether such a conflict of interest exists.

Tenderers are also invited to declare that:

- they have not made and will not make any offer of any type whatsoever from which an advantage can be derived under the present contract;
 - they have not granted and will not grant, have not sought and will not seek, have not attempted and will not attempt to obtain, and have not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward related to the award of the contract;
 - they will inform the Commission, without delay, of any situation constituting a conflict of interest or which could give rise to a conflict of interest.
- b) are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the contract procedure or fail to supply this information;

Evidence

Tenderers or their representatives shall provide the form in Annex II b duly signed and dated in which they declare:

- not to be in one or more of the situations referred to in Articles 93 and 94 of the Financial Regulation and detailed in the form;
- to undertake to submit to the Commission any additional document relating to the exclusion criteria, that the Commission considers necessary to perform its checks, within seven calendar days following the receipt of the Commission's request.

Only the tenderer to whom the contract is to be awarded shall be required to submit, before signing the Contract, evidence confirming his declaration on honour, by providing:

- for points (a), (b) or (e): a recent extract from the judicial record or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied.
- for point (d), a recent certificate issued by the competent authority of the State concerned.

Where no such documents or certificates are issued in the country concerned, they may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

Depending on the national legislation of the country in which the tenderer or candidate is established, the documents referred to in the above two paragraphs shall relate to legal persons and/or natural persons including, where considered necessary by the contracting authority, company directors or any person with powers of representation, decision-making or control in relation to the candidate or tenderer.

Wherever the tenderer is a consortium of firms or groups of service providers, the above-mentioned information must be provided for each member or group.

However, if such evidence confirming the declaration on honour has already been submitted to the Commission for the purpose of another procurement procedure, and provided that the issuing date of the documents does not exceed one year and that they are still valid, the tenderer to whom the Contract is to be awarded is allowed to send a copy of the relevant documentation together with a declaration on honour that no changes in his situation have occurred.

Tenders submitted by consortia or groups of service providers – tenders involving subcontracting

In the case of tenders submitted by consortia or groups of service providers, every economic operator taking part in the tender must provide the evidence listed above to prove that none of the exclusion criteria for participation or award of contracts applies to it. To this effect, they will provide a Declaration of Honour, duly dated and signed (Annex II b to the Invitation to tender).

The tenderers to whom the contract is awarded must provide, within the time limit determined by the contracting authority and before the signature of the contract, the evidence listed above as a confirmation of the declaration of honour, for each member of the consortium or group of service providers.

10. SELECTION CRITERIA

The tenderer must demonstrate sufficient economic, financial, technical and professional resources to be able to perform the tasks as specified in this Invitation to Tender.

Where a consortium or group of service providers submits the tender, the economic and financial capacity must be ascertained at the level of each economic operator that is part of this consortium or group. The technical and professional capacity may be ascertained at the consortium or group level or at the level of each economic operator that is a member of this consortium or group.

An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links that it has with them. It must in that case prove to the contracting authority that it will have at its disposal the resources necessary for the performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal.

Tenderers must provide proof of their professional, economic, financial and technical capacity by enclosing the following information and documents with their tender:

a) Professional capacity

Person or legal entity:

- Name or designation, address, telephone and fax numbers, e-mail address
- VAT registration number and enrolment certificate
- Legal entity form¹ duly completed (except where the tenderer is already registered in the accounting system of the European Commission)
- Bank account number and bank's name and address
- Financial identification form² duly completed by the bank and tenderer (except where the tenderer is already registered in the accounting system of the European Commission)
- Certificate of enrolment on the professional trade register in accordance with the legislation of the Member State in which the tenderer is established

For legal entities, add the following information:

- Legal entity form (available at: http://ec.europa.eu/budget/execution/legal_entities_en.htm) duly completed, except where the tenderer is already registered in the accounting system of the European Commission.
- Copy of the company's memorandum
- Names and duties of managerial staff

b) Financial and economic standing (person or legal entity):

Evidence of the financial and economic standing has to be provided by one or several of the following documents:

Balance sheets or extracts from balance sheets for at least the last two years for which accounts have been closed.

c) Technical capacity (person or legal entity):

The operator must demonstrate that they:

- have a solid experience in the field of international news video coverage; as evidence, they will provide a DVD compiling news items they have previously covered (minimum 3, maximum 5) in at least three different geographical zones.
- have adequate and sufficient human resources to perform the tasks as described in the tendering specifications, in conformity with the best professional practices. As evidence, a detailed list of equipment and networks and, if applicable, indication of the means put at disposal by third parties with proof of their engagement.
- **have an extensive distribution network with national and international television channels that are permanent subscribers to their image and report feed service (minimum 300 subscribers).**
- have the capacity to mobilise the human and technical resources needed for an operation (news coverage with live satellite transmission) throughout the world. As evidence, it will describe the system set up to ensure this mobilisation by providing, in particular, **a detailed description of the local network of service providers and the system**

¹ Form available at: http://ec.europa.eu/budget/execution/legal_entities_en.htm

² Form available at: http://ec.europa.eu/budget/execution/ftiers_fr.htm

established to guarantee the mobilisation of this network (the geographical coverage must be clearly indicated) – with an indication of the human and technical resources available, the exact location and the territories covered from these locations

- if applicable, give an indication of those parts of the contract intended to be sub-contracted, together with a description of the quality-control methods used for work by sub-contractors.

For tenders submitted by consortia or groups of service providers:

- A document clearly setting out the composition and constitution of the grouping or similar body (company/temporary association/..), or the legal form they will adopt should they be awarded the contract;
- A letter signed by each member declaring their commitment to provide the services proposed in the tender and specifying the role, qualifications and experience of each member.

Tenders not complying with the exclusion and/or selection criteria will not be taken into account for the award phase. The Commission will judge whether the evidence provided is sufficient to ensure compliance with the selection criteria.

11. AWARD CRITERIA FOR THE CHOICE OF THE FRAMEWORK CONTRACTOR

The contract will be awarded to the economically most advantageous tender.

Criteria to be applied are:

- **Price:** It will be calculated on the basis of the price list submitted by the different tenderers (20% of the weighting).
- **Quality** in terms of technical quality of the offer (80% of the weighting) including:

Award criteria for the qualitative evaluation of the tender

N°	Award criterion	Maximum score
1	Quality and pertinence of the technical offer	Up to 20 points
2	Quality and pertinence of the local network of service providers	Up to 20 points
3	Geographical coverage (matching the regional presence of the ECHO offices and crises zones in the world. Further information can be obtained at http://ec.europa.eu/echo/files/about/what/field_offices.pdf).	Up to 20 points
4	Importance of the distribution network - (number of subscribers, potential combined audiences).	Up to 40 points

A maximum of 100 points can be obtained for the general approach proposed.

For each award criterion an average is calculated on the basis of the points awarded by each member of the evaluation committee.

Tenders scoring less than 65 points in the overall quality score or less than 10 points for criteria 1, 2 and 3 and 20 points for criterion 4 will be excluded from the rest of the assessment procedure.

Formula for the award criterion

The contract will be awarded to the economic operator who submitted the tender offering the best value for money. The formula below will be applied. The tender with the highest score wins.

score for tender X	=	$\frac{\text{cheapest price}}{\text{price of tender X}} \times 100$	x	Price weighting (20%)	+	total quality score (out of 100) for all 4 award criteria of tender X	x	Quality criteria weighting (80%)
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12. OTHER CONDITIONS

The terms set out in the Tender Specifications shall take precedence over those in the offer.

Costs incurred by the preparation and submitting tenders are borne by the candidates.

No information, of any kind, will be disclosed during the tender selection process.

Every document or material presented by the candidate will be the European Commission's property and will be considered as confidential.

It should be noted that any candidate planning to subcontract to third parties is still liable to uphold the conditions set out under this contract, and will be held fully responsible for the proper implementation of the contract.

13. DOCUMENTS AVAILABLE TO THE TENDERERS

Contract notice

Letter of Invitation to Tender

Annex I to the Invitation to Tender – Tendering Specifications (this document)

Annex II a - Identification of the applicant

Annex II b - Declaration of honour – Exclusion criteria

Annex II c - Declaration of confidentiality

Annex II d - Questionnaire on subcontracting

Annex III - Check list of requested information

Annex IV - Model of services framework contract (with annexes)

ANNEX II a

IDENTIFICATION OF THE APPLICANT

(Each service provider, including subcontractor(s) or any member of a consortium or grouping, must complete and sign this identification form)

Framework contract for the production and distribution of Video News on ECHO's actions in the world

Identity	
Name of the tenderer	
Legal status of the tenderer	
Date of registration	
Country of registration	
Registration number	
VAT number	
Description of statutory social security cover (at the level of the Member State of origin) and non-statutory cover (supplementary professional indemnity insurance) ³	
Address	
Address of registered office of tenderer	
Where appropriate, administrative address of tenderer for the purposes of this invitation to tender	

³ For natural persons

Contact Person	
Surname:	
First name:	
Title (e.g. Dr, Mr, Ms) :	
Position (e.g. manager):	
Telephone number:	
Fax number:	
E-mail address:	
Legal Representatives	
Names and function of legal representatives and of other representatives of the tenderer who are authorised to sign contracts with third parties	
Declaration by an authorised representative of the organisation⁴	
I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.	
Surname:	Signature:
First name:	

- All tenderers must provide proof of **registration**, as prescribed in their country of establishment, on one of the **professional or trade registers** or provide a declaration or certificate.
- If the tenderer is a natural person, he/she must provide a copy of the identity card/passport or driving licence and proof that he/she is covered by a social security scheme as a self-employed person.

⁴ This person must be included in the list of legal representatives; otherwise the signature on the tender will be invalidated.

ANNEX II b

Declaration of honour by the tenderer with respect to the exclusion criteria and absence of conflict of interest

The undersigned [*name of the signatory of this form, to be completed*]:

.....

- in his/her own name (*if the economic operator is a natural person or in case of own declaration of a director or person with powers of representation, decision making or control over the economic operator⁵*)

or

- representing (*if the economic operator is a legal person*)

Official name in full (*only for legal person*):

Official legal form (*only for legal person*):

Official address in full:

VAT registration number:

declares that the company or organisation that he/she represents / he/she:

- a) is not bankrupt or being wound up, is not having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, and is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) has not been convicted of an offence concerning professional conduct by a judgment which has the force of *res judicata*;
- c) has not been guilty of grave professional misconduct proven by any means which the contracting authorities can justify;
- d) has fulfilled all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established, with those of the country of the contracting authority and those of the country where the contract is to be carried out;
- e) has not been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the financial interests of the Union;
- f) is not a subject of the administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or failing to supply an information, or being declared to be in serious breach of his obligation under contract covered by the budget.

⁵ To be used depending on the national legislation of the country in which the candidate or tenderer is established

In addition, the undersigned declares on their honour:

- g) they have no conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinities, family or emotional ties or any other relevant connection or shared interest;
- h) they will inform the contracting authority, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest;
- i) they have not made and will not make any offer of any type whatsoever from which an advantage can be derived under the contract;
- j) they have not granted and will not grant, have not sought and will not seek, have not attempted and will not attempt to obtain, and have not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to award of the contract.
- k) that the information provided to the Commission within the context of this invitation to tender is accurate, sincere and complete.
- l) that in case of award of contract, they shall provide the evidence that they are not in any of the situations described in points a, b, d, e above.

For situations described in (a), (b) and (e), production of a recent extract from the judicial record is required or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied. Where the Tenderer is a legal person and the national legislation of the country in which the Tenderer is established does not allow the provision of such documents for legal persons, the documents should be provided for natural persons, such as the company directors or any person with powers of representation, decision making or control in relation to the Tenderer.

For the situation described in point (d) above, recent certificates or letters issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the Tenderer is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.

For any of the situations (a), (b), (d) or (e), where any document described in two paragraphs above is not issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.]

By signing this form, the undersigned acknowledges that they have been acquainted with the administrative and financial penalties described under art 133 and 134 b of the Implementing Rules (Commission Regulation 2342/2002 of 23/12/02), which may be applied if any of the declarations or information provided prove to be false.

Full name Date Signature

Do not forget to provide with your application (candidature phase) the documentary evidence confirming the above declaration!

ANNEX II c

Declaration of confidentiality

Compulsory form to be filled in and signed by each member of the tenderer's call for tender team

1. I, _____, agree not to disclose any classified, sensitive or proprietary information that is presented, discussed or made accessible during my participation in the ECHO/INF/PO/AUDVIS/2011/1 call for tender, to any person or legal entity who has not signed a nondisclosure agreement.

I understand that information I may become aware of, or possess, as a result of this access is considered proprietary or sensitive. I agree not to appropriate such information for my own use or to release or disclose it to third parties unless specifically authorised to do so. I also understand that I must protect proprietary information from unauthorised use or disclosure for as long as it remains proprietary and refrain from using the information for any purpose other than that for which it was furnished.

I continue to be bound by this undertaking after completion of the ECHO/INF/PO/AUDVIS/2011/1 call for tender procedure.

I understand that a violation of this agreement is subject to administrative and civil sanctions.

Printed Name

Institution or Company

Address, E-Mail and Phone Number

Place and Date

Signature

ANNEX II d

Questionnaire on subcontracting

Fields 1 and 2 of this questionnaire are mandatory and must be filled in by every tenderer.

	<i>Response</i>
1. Name of the tenderer	
2. Does your tender provide for sub-contracting?	YES/NO
<p>Only if the answer to question 2 is YES, answer questions 3 to 6. Use one form per envisaged subcontractor.</p>	
3. Reasons for sub-contracting	
4. Proposed sub-contractor: Company name: Registered address: Contact Person: Telephone number: Fax number: E-mail address:	
5. Envisaged role of the subcontractor and expected overall volume to be sub-contracted (in € or percentage):	
6. Envisaged activities to be carried out by the subcontractor	

ANNEX III

Check list of requested information

	Document / information	Page(s) in offer
1	Administrative information form filled in	
2	Financial offer duly signed (refer to the price list described in the technical specifications)	
3	<p>Legal entity and financial identification forms completed and signed.</p> <p>These forms can be downloaded from</p> <p>http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm (Legal entity form)</p> <p>http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm (financial identification form)</p>	
4	Declaration of the candidate's eligibility regarding exclusion criteria, completed, signed and dated (and supporting evidence, if relevant)	
5	Questionnaire on sub-contracting	
6	Identification of the tenders form, with candidate's address	
7	Technical bid (including the DVD)	
8	Possible annexes	

Date, place, signature