

**ANNEX 1 TO THE INVITATION TO TENDER**

**TENDER SPECIFICATIONS**

**Broadcast Services to provide EU-related News for Local and  
Community Radio Stations in Ireland**

**OPEN CALL FOR TENDER  
PO/2011-33/DUB**

**For the European Commission Representation in Ireland**

## **1. TITLE OF THE TENDER**

PO/2011-33/DUB

Broadcast Services to provide EU-related News for Local and Community Radio Stations in Ireland.

## **2. OBJECTIVE AND CONTEXT**

### **2.1 Objective**

In the framework of its information and communication activities, the European Commission, (subsequently referred to as "the Commission") through its Representation in Ireland (subsequently referred to as "the Representation") intends to sign a contract with a service provider (subsequently referred to as "the Contractor") to provide EU-related news stories for local and community radio stations in Ireland (subsequently known as local radio).

### **2.2 Context**

Whereas, in Ireland, the national news media have special editors/correspondents assigned in Brussels to cover European stories, the local media have no such facility. Given that local radio commands approximately 57% of daytime listenership in this country, and having regard to the need to improve the flow of information about the EU to the general public, the European Commission's Representation in Ireland proposes to offer a news service on EU policies and activities for use by local and community radio stations.

## **3. SUBJECT OF THE CONTRACT**

In the framework of its communication policy, the Commission Representation in Ireland organises a range of activities for the general public to explain the EU, its policies and its Institutions.

In this case, the aim is to supply the Commission with services enabling it to provide local radio stations and community radio stations with information on Commission's activities, objectives and policies in order to make them better known to the general public via radio.

The Contractor will provide a news service for the Representation's Press Officer, but will have normal journalistic freedom in presenting information in an interesting, informative and objective manner.

### **3.1 Target group**

The Contractor will be expected to provide EU-related news stories in a format suitable for local and community radio stations in Ireland.

### **3.2 Content brief and outlets - Guidelines**

The Contractor should provide material which shows the European Union at work in local communities and the effect of its policies on individuals in that community. The material should be such that abstract political policies and processes are made concrete by looking at real people's lives and concerns. The Contractor should provide material which helps people to understand:

(a) The European Union, in particular the European Commission and its members, its policies<sup>1</sup>.

Indicative list of EU-related subjects to be covered:

- EU institutional affairs,
- EU/IMF, financial assistance, economic governance;
- Personalities, awards, criticisms, opinion polls (notably Eurobarometer<sup>2</sup>);
- Agriculture, rural development, animal health;
- Employment and social affairs;
- Economy, finances, taxation, customs;
- Single market, competition, consumer protection;
- Enterprise, industry, information society;
- Research and innovation and Dublin City of Science 2012<sup>3</sup>;
- Environment and sustainable development;
- Fisheries policy, protection of the marine environment;
- Public health, food safety;
- Transport and communications;
- Energy, climate change, the environment;
- Regional development, economic and social cohesion;
- Education, sport, culture;
- Justice & home affairs, immigration and asylum;
- Foreign policy, external relations, external trade;
- Enlargement of the EU;
- Development aid and humanitarian assistance;
- Budget, audit, anti-fraud measures;
- EU-related statistics

(b) Special events of importance such as European Councils, EU/IMF review missions, Intergovernmental Conferences, G7/G8 Summits, European elections, etc. or international developments at WTO, NATO etc. where there is a European dimension.

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<sup>1</sup> [http://europa.eu/pol/index\\_en.htm](http://europa.eu/pol/index_en.htm)

<sup>2</sup> [http://ec.europa.eu/public\\_opinion/index\\_en.htm](http://ec.europa.eu/public_opinion/index_en.htm)

<sup>3</sup> [www.dublinscience2012.ie](http://www.dublinscience2012.ie)

The choice of content, format and style of presentation will be matters for the Contractor, but must be geared to an Irish audience which is largely outside the greater Dublin area. The stories and features will be sourced by the Contractor, though the Representation will be prepared to provide advice, source material and where appropriate provide interviews with spokespersons or other Commission experts.

The contractor must make the content available online for download by interested radio stations. The actual means and the timing of feed-publication will be agreed between the Contractor and the Representation and, in appropriate cases, individual radio stations.

In order to promote the coverage of EU affairs by local and community radio and to raise awareness of EU matters amongst radio journalists in general, the Contractor will provide the interested radio stations and the Representation every fortnight with an advance news agenda. This will list upcoming EU issues which are of interest for local and community radios showing subject, place, time and date, and where possible, contact points for radio journalists. The issues raised in the news agenda should highlight the link between the EU and real people's lives.

The Contractor will also be required to monitor the use made of the EU news inserts and to make recommendations about possible improvements to the service.

### **3.3 Output**

To this end, the Representation will consider proposals that must encompass:

- a) The provision of three short news clips (20 to 40 seconds) per week on topical stories ready for radio transmission;
- b) The provision of an advance news agenda every fortnight with a list of upcoming EU issues which have a link to real people's lives and are of interest for local and community radio. See 3.2.

### **3.4 Working arrangements**

**3.4.1** The services will be performed on the contractor's own premises. The contractor must possess the necessary infrastructure and resources for the satisfactory execution of the work prescribed in the contract.

The contractor works under their own responsibility and does not represent the Representation, or the European Commission. The contractor's staff works under the instructions of the contractor.

The contractor must ensure that the services described are supplied over forty-five weeks of the year, that is, excluding the month of August and Christmas and Easter holidays, and must detail in their tender how this will be achieved. The contractor will be solely responsible for the proper execution throughout the forty-five weeks referred to without interruption.

In total it is estimated that the services indicated would represent a labour input of the order of 94 man/work days per year.

Following the end of each month, the contractor will provide a report on the number and subject of news clips produced during the period and on the extent to which the transmitted news material is actually downloaded and/or broadcast by the local radio stations.

**3.4.2** At least once each quarter, the contractor will attend a meeting in the Representation to review the progress and success of the service being provided and to preview important events and decisions which may be anticipated. From time to time, such meetings may also include the Representation's other service provider, responsible for the assessment and promotion of coverage of EU matters by the audio-visual media in Ireland.

In addition to the above, the contractor may be requested by the Representation to participate in meetings at the Commission headquarters in Brussels (as an indication, twice a year, duration: 1 to 2 days each). The Representation would request such participation 4 weeks in advance. This travel will be reimbursed separately in accordance with the provisions set out in Article I.3.3 and Article II.7 of the draft Service Contract which accompanies these Tender Specifications (see Annex II to the invitation to tender).

The costs of any travel considered necessary by the contractor or for the purposes of compilation of news material for fulfilment of the contract have to be included in the price offer and can not be reimbursed separately.

#### **4. PARTICIPATION IN THE TENDER**

This tender is not covered by the Government Procurement Agreement (GPA) in the framework of the WTO Agreement. Participation in tendering procedures is open on equal terms to all natural and legal persons.

#### **5. SITE VISITS**

Not applicable.

#### **6. VARIANTS**

No variants are allowed.

#### **7. SIZE OF THE CONTRACT**

The indicative budget for this tender is between 30 000 EUR and maximum 40 000 EUR per year, and between 150 000 EUR and 200 000 EUR over five years, VAT excluded.

Under Article 126(1)f and Article 126(3) of Commission Regulation (EC, Euratom) No 2342/2002 of 23 December 2002, laying down detailed implementing rules, the contracting authority may use a negotiated procedure for the award of new services which entail the repetition of similar services entrusted to the contractor who was awarded the original contract. That procedure may be used only during the three years following conclusion of the original contract.

#### **8. DOCUMENTS AVAILABLE TO THE TENDERERS**

The following documents are available to the tenderers:

- Communication from the Commission: EUROPE 2020 A strategy for smart, sustainable and inclusive growth

(See:[http://europa.eu/press\\_room/pdf/complet\\_en\\_barroso\\_007\\_-\\_europe\\_2020\\_-\\_en\\_version.pdf](http://europa.eu/press_room/pdf/complet_en_barroso_007_-_europe_2020_-_en_version.pdf));

- Memorandum of Understanding between Ireland, the European Commission, the European Central Bank and the International Monetary Fund (Annex 7);
- Communicating Europe in Partnership (Memorandum of Understanding between Ireland, the European Commission Representation in Ireland and the European Parliament Office in Ireland) (Annex 8);

## **9. CONTRACTUAL FRAMEWORK**

The services specified above will be the subject of a direct service contract drawn up between the Representation 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 contract is attached in Annex 2 of the Invitation to Tender. In drawing up his bid, the tenderer should bear in mind the provisions of this draft contract.

The contract will be signed for an initial period of one year, and may be renewed up to four times for the same period, resulting in a maximum duration of five years.

The contractor will begin providing the service no later than 14 days after signature of the contract.

Subcontracting during contract performance is only possible after prior written approval by the contracting authority. In any case the contractor remains solely responsible for the performance of the contract.

## **10. CONTRACTORS' OBLIGATIONS**

### **10.1 Conformity with national and Union law**

Offers shall comply with national and Union law. Tenderers are reminded that their bid must be established in conformity with the applicable national and Union law, in particular regarding the transfer of undertakings, and specifically Directive 2001/23/EC (OJ L 82, 22.03.2001) and its national implementing measures. Tenderers' attention is drawn to the applicable provisions concerning the safeguarding of employees' rights in the case of a change of employer by a conventional company transfer.

### **10.2 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.

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 direct Service Contract of the present Call for Tenders.

## **11. PAYMENT METHODS AND REPORTS**

### **11.1 Payments**

Payments will be made on a quarterly basis, on presentation of an activity report and an invoice in due and proper form which conforms to national accounting regulations and approval of any supporting documents relating to the services carried out. Provisions related to payment are laid down in the draft contract in Annex 2 to the Invitation to tender.

The amounts to be invoiced are due after completion of the actions and presentation of the invoice and approval of the reports by the Commission.

Payment will be made exclusive of VAT, as the European Union is 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 Union.

Invoices presented by the Contractor must specify separately the amount(s) exclusive of VAT and the amount of VAT.

### **11.2. Activity Reports**

The contractor will produce 4 quarterly reports at 3 month intervals after the signature of the contract. This report will consist of the cumulated monthly reports referred to at 3.4.1 and in addition:

- A breakdown of the use of resources;
- An analysis of any problems experienced and corresponding corrective actions taken or proposed;
- Any actions to be taken by the Commission.

## **12. PRICE**

The following provisions apply to the price to be proposed in the bid:

- a) The all-inclusive price proposed must be quoted using the Table in Annex 3, which must be duly signed and dated by the tenderer.
- b) The price must be quoted in Euro.
- c) The price quoted must be all-inclusive and cover all costs related to performance of the contract as described above.
- d) The price must be quoted free of all taxes, duties and other charges, including VAT, as the European Union is 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 Union.
- e) The price must be fixed and not subject to revision during the first year of the contract.

From the beginning of the second year of performance of the contract, the price may be revised upwards or downwards each year, in accordance with the provisions of the draft contract

This revision will be determined according to MUICP index and the method laid down in the draft contract.

- f) All costs incurred for the preparation and submission of a tender are to be borne by the tenderer and will not be reimbursed.

## **13. SUBMISSION OF BIDS**

The tenderer's bid must comprise:

- The Declaration on Honour relating to the exclusion criteria listed in Section 15, using the form in Annex 4, fully completed, signed and dated by the tenderer;
- All documents relating to the selection criteria listed under Section 16; for those documents, the tenderer will fill in the tables to be found in Annexes 5 and 6 and complete Annex 9;
- The technical tender, as specified under Section 14, in line with the specifications under Section 3;
- The price proposed corresponding to all of the tender specifications, using the table in Annex 3, signed and dated by the tenderer.

The tender may be drawn up in one of the official languages of the European Union.

The tender must be signed and dated.

## 14. TECHNICAL TENDER/PROPOSAL

Tenderers should include in their bid a technical tender detailing how they will perform the tasks covered by the contract, in compliance with all requirements of the tender specifications. The technical tender should follow the same structure as the subject of the contract. The technical tender should not include any of the documents referred to under the exclusion or selection criteria, nor should it refer to issues already covered by the exclusion and selection criteria.

Tenderers should submit the following proposal:

The necessary material enabling the authorising department to analyse the tenders on the basis of the **award criteria** for the contract (see section 17), being one or more CD's incorporating:

- a) Three sample audio news clips, not exceeding 40 seconds each, suitable for inclusion in a daily news bulletin. Each clip comes with a lead-in script, a story synopsis, list of interviewees and duration. The samples must cover an EU topic of particular interest to local radio and be made subsequent to the publication of this call for tenders in the OJEU;
- b) A description of the web-based platform for distribution of the audio clips and explanation of working methods to be used;
- c) A sample advance news agenda with upcoming EU issues which have a link to real people's lives and are of interest for local and community radios. The newsletter has to cover two weeks, starting with Monday of the week that follows the day when the bid will be submitted. Tenderers will detail the technical and human resources involved; See point 3.2.

and in addition,

- d) A proposal for a specific monitoring system to be used during implementation of this contract, to monitor the broadcast use of the news clips and weekly news review or feature and provide adequate feedback.

In preparing their proposal, tenderers must set out in detail their plans for the development and management of the output described in Section 3.3.

The technical tender will be assessed in the light of the award criteria set out under section 17.

## 15. EXCLUSION CRITERIA

Bids from tenderers who do not meet the exclusion criteria will not be considered for the award of the contract.

### 15.1 Exclusion from participation

Tenderers will be excluded from participation in a 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 judgement 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 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) Following another procurement procedure or grant award procedure financed by the Union's budget, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.

### *Evidence*

1. Tenderers shall provide a declaration on their honour, duly signed and dated, stating that they are not in one of the situations referred to above, using the form provided in Annex 4.
2. The tenderer to whom it is proposed to award the contract shall furnish, within a time-limit specified by the awarding authority and prior to the signature of the contract, the following evidence in support of their declarations
3. The contracting authority will accept, as evidence that the candidate or tenderer is not in one of the situations described in points 15.1 (a), (b) and (e) above, the production of a recent extract from the judicial record or, failing this, a recent equivalent document, issued by a judicial or administrative authority in the country of origin or provenance, showing that the requirements are met.

As satisfactory evidence that the tenderer is not in one of the situations described in point 15.1 (d) the awarding authority will accept a recent certificate issued by the competent authority of the State concerned.

Where the document or certificate of the type referred to in paragraph 3 is not issued in the country concerned, and for the other cases of exclusion referred to in points c) and f), it may be replaced by a declaration under oath, or, failing that, a solemn declaration 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 paragraphs 1 and 3 shall relate to legal persons and/or natural persons, including, where considered necessary by the awarding authority, company directors or any person with powers of representation, decision-making or control in relation to the tenderer.

These supporting documents must be valid on the date of the deadline for submission of tenders and at all events must have been issued with the 12 months preceding that date.

The Commission reserves the right to check the information provided by tenderers.

### **15.2 Exclusion from award of contracts**

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 relation to this call for tender: such a conflict of interest could arise in particular as a result of economic interest, political or national affinity, 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 or shareholders:

- European officials on leave of absence;
- Former European officials or any other former employee of the European Union (contract staff, temporary staff, auxiliary staff) having worked for the European Union during the three years preceding this call for tender;
- Former staff on secondment within the European institutions having worked for the European Union during the three years preceding this call for tender;

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

Tenderers are also requested to declare that he/she:

- has not made and will not make any offer of any type whatsoever from which an advantage can be derived in connection with this contract;
- has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has 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, inasmuch as it is an incentive or reward relating to the award of the market;
- 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 procurement procedure or failure to supply this information.

***Evidence:***

The awarding authority will accept a declaration on honour signed by the tenderer (following the model in Annex 4 of the Invitation to Tender) as satisfactory evidence that the tenderer is not in one of the situations described in Section 15.2 (a) and 15.2 (b). The Commission reserves the right to check this information.

**15.3 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, each of the economic operators involved in the tender must provide evidence that none of the exclusion criteria for participation in or award of the contract apply to them, by providing a declaration of honour duly dated and signed (Annex 4 to the Invitation to Tender).

The tenderer proposed for award of the Contract must provide, within the time-limit specified by the awarding authority and prior to the signature of the Contract, the evidence listed above,

corroborating the declaration on their honour, for each member of the consortium or group of service providers, and for each subcontractor.

In the case of tenders involving subcontracting, the tenderer to whom the contract is awarded must provide, within the time-limit specified by the awarding authority and prior to the signature of the contract, a dated and signed declaration on honour and/or the evidence listed above regarding exclusion criteria for participation in or award of the contract, for each of the subcontractors named in the tender in respect of whom the Commission requests such evidence.

However, if the offer includes sub-contractors for which the tasks represent less than 20% of the contracts, these sub-contractors are not required to provide proof of the documents; the Declaration of Honour is sufficient.

The Commission reserves the right to check the information provided by tenderers.

## **16. SELECTION CRITERIA**

### **16.1 Identity and capacity of the tenderer**

The tenderer must demonstrate sufficient economic, financial, technical and professional resources to be able to perform the tasks as specified under Section 3; of these specifications and according to the payment schedule specified in the *draft contract* in Annex 2 to the 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.

Where the tender is submitted by a tenderer which intends to subcontract part of the tasks or entrust them to another economic operator, the subcontractor or this economic operator must demonstrate that he meets the economic, financial, technical and professional capacity criteria.

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 performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal (see Sections 16.2 and 16.3 below).

Tenderers who do not provide the required documents regarding the selection criteria will be excluded. The Commission will decide whether the substantiated documents provided constitute compliance with the selection criteria.

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:**

*For natural and legal persons:*

- Name, address, e-mail, telephone and fax numbers
- VAT registration number
- Bank account number and bank's name and address
- 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 persons the following information is necessary in addition to the above:*

- legal status
- copy of the company's memorandum and articles of association
- names and duties of managerial staff

**b. Financial and economic standing (for legal and natural persons):**

Evidence of the financial and economic standing has to be further provided by the following documents:

- Evidence of professional risk indemnity insurance;
- Balance sheets or extract from balance sheets for the last 2 years for which accounts have been closed, where publication of the balance sheet is required under the company law of the country in which the economic operator is established;
- Tables I and II in Annex 6 duly completed, signed and dated, with all relevant data extracted from the balance sheets. If indicators are unfavourable, a performance guarantee may be requested by the Commission. These tables must also be provided on CD.

**c. Technical capacity (for legal and natural persons):**

Tenderers must demonstrate convincingly that they have the ability to undertake the tasks requested by this tender. To this end they must provide:

- A statement of the average annual manpower and the number of managerial staff in the last three years;
- A detailed description of services provided in the past 3 years in the domain that is the subject of this call for tenders, including proofs of the tenderer's abilities to perform the tasks required – such proofs to include details of similar sized programmes conducted by the tenderer together with copies of written and signed references from the clients concerned;
- A detailed description of the resources available to perform the contract: infrastructure, equipment, personnel (permanent and occasional), including CVs of the personnel responsible for implementation of the project. The personnel concerned should be fluent in English to mother-tongue standard and possess at least 2 years

professional experience in the domains covered by this call for tender or a University qualification appropriate to the tasks to be performed.

## **16.2 Additional requirements for joint offers**

Where a consortium submits the tender the following must be provided:

- A document stating the economic and financial capacity of each economic operator making up this consortium. The technical and professional capacity may be ascertained at the consortium level or at the level of each economic operator that is a member of this consortium;
- A document with the name of the company designated to represent the consortium, with the credentials of the person designated to sign the contract and/or to act as the point of contact with the Commission for the consortium, and the details of the single bank account into which payments to the consortium will be made;
- A document stating clearly the composition and constitution of the grouping or similar entity (company/temporary association/...), and the legal form their cooperation would take, should they be awarded the contract and if this change is necessary for proper performance of the contract;
- A letter signed by each member stating its commitment to execute the services in the tender, clearly indicating its role, qualifications and experience.

## **16.3 Additional requirements for tenders including subcontracting**

In the case of a tender which includes subcontractors, the Commission reserves the right to request evidence of their economic, financial, technical and professional capacity, if the tasks subcontracted represent more than 20% of the contract.

The following elements must be provided in the offer:

- A document stating clearly the identity, roles, activities and responsibilities of the subcontractor(s) and specifying the volume/proportion of the tasks of (each of) the subcontractor(s), as well as a description of the quality control measures which will be applied to the tasks to be carried out by (each of) the subcontractor(s);
- A letter of intent by (each of) the subcontractor(s) stating their unambiguous undertaking to collaborate with the tenderer should he win the contract and the extent of the resources that he will put at the tenderer's disposal for the performance of the contract.
- Otherwise, a document should be provided stating that the tenderer does not intend to subcontract and that he/she will inform the Commission of any change in this situation. The Commission reserves the right to judge if such a change would be acceptable.

## 17. AWARD CRITERIA

Bids from tenderers who do not satisfy the exclusion and/or selection criteria will not be considered for the award of the contract.

The contract will be awarded to the tender offering the best value for money on the basis of the following criteria:

### *17.1 Technical evaluation*

(a) Quality of the three sample audio news clips, assessed on the basis of relevance, content and presentation (60%);

(b) Quality of the proposed web-based platform for distribution of the audio clips and the proposed working methods (10%).

(c) Quality of the sample advance news agenda, assessed on the basis of relevance for the target group, content and presentation (20%);

(d) Quality of the proposed specific monitoring system to be used during implementation of this contract to monitor the use of the EU news inserts and provide adequate feedback (10%);

### *17.2. Financial evaluation*

The price considered will be the price quoted in Annex 3.

Any omission or amendments to the original price schedule will cause the bid to be considered null and void.

### *17.3 Award of the contract*

The contract will be awarded to the tender with the highest ratio: total quality mark divided by the price.

Score for tender X	=	Total quality score (out of 100) of tender X
		Price of tender X