

TENDER SPECIFICATIONS
ATTACHED TO THE INVITATION TO TENDER

**Invitation to tender No. SRD MOVE/ENER/SRD.6/396-1/2010 concerning
services related to information and communication activities**

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I. SPECIFICATIONS

I.1 Introduction

The European Commission (referred to as "the Commission"), in particular the service responsible for information policy in the Shared Resource Directorate of the Directorates-General for Mobility and Transport and for Energy (referred to as "Shared Resource Directorate MOVE/ENER"), is launching an invitation to tender for services, grouped into two lots, with a view to concluding a framework contract for each of the lots. These contracts will be valid for a period of two years from the date of signature of the contract and renewable for two further periods of one year.

For each lot, the Commission intends to select three companies with which a multiple framework contract ("cascade" system) will be concluded. On the basis of the framework contract, these companies will be called upon according to the needs of the the Directorate-General for Mobility and Transport (referred to as "DG MOVE") and the Directorate-General for Energy (referred to as "DG ENER") as well as of the Shared Resource Directorate MOVE/ENER.

In addition to the Commission itself, the resulting contract will apply to the following awarding authorities, all of which are executive agencies located in Brussels or Luxembourg:

Executive Agency for Competiveness and Innovation	EACI	Brussels
Trans-European Transport Network Executive Agency	TEN-T EA	Brussels
Any other Executive Agencies which the Commission decides to establish in Brussels or Luxembourg, provided that they are under partial or full responsibility of DG MOVE or/and DG ENER and the volume of the contract for the latter Executive Agencies does not exceed 10% of the total volume of the contract.		Brussels / Luxembourg

The call for tenders is being issued on an inter-institutional basis as the aforementioned agencies are also participating in the call. The Commission will be the "leading institution" and will sign the interinstitutional framework contract on behalf of these agencies. The resulting contract will therefore also apply to them.

This invitation to tender and the framework contracts connected to it will be administered by the Shared Resource Directorate MOVE/ENER.

The services required will comprise advice, preparation, implementation and monitoring of information and communication activities of the Commission services in the field of EU policies, and in particular energy and transport policies, and it should, as a general rule, be possible to provide them in the current 27 Member States of the European Union, in the EFTA/EEA countries (Switzerland, Iceland, Liechtenstein and Norway), in the candidate countries (Croatia, the former Yugoslav Republic of Macedonia and Turkey) and any other country where energy and transport issues are likely to be of interest to the European Union.

I.2 Policy context of the call for tenders

This invitation to tender should be seen against the backdrop of the priority policy objectives for the 2010-14 term of the European Commission, some of which are of particular relevance for energy and transport, i.e.:

- Decarbonising our electricity supply;
- Exploitation of the potential for energy efficiency to achieve sustainable growth;
- More industry-driven applied R&D, to bring new, leading-edge products and clean technologies to markets and to boost the competitiveness of EU industry;
- Securing our energy supply, notably via better physical infrastructure;
- Advancing people's Europe in particular by strengthening the internal market to the benefit of consumers;
- Using the external dimension to further the EU's own objectives in areas like prosperity, security, climate change, energy, and fighting poverty;
- Decarbonising transport;
- Advancing people's Europe, in particular by promoting passenger rights and providing transport safety and security;
- Boosting new sources of growth in competitiveness, in particular by (...) promoting innovative transport technologies and completing market opening.

I.3 Subject of the call for tenders

The assistance sought by the Commission should enable it to improve the coordination of information and communication activities in general and in the fields of energy and transport in particular as well as to develop and improve its information and communication policy in these areas. Ultimately, the aim is to improve the public perception of the European Union and to increase the visibility of activities the EU supports in the fields of energy and transport. A major objective of information and communication activities in this area is to make optimum use of the policies affecting the daily lives of citizens (e.g. passengers' and users' rights, transport safety, the impact of transport and energy policies on climate change, etc). Another aim is to develop synergy between Member States' policies and EU policies.

The services required will involve a number of diversified tasks in the following areas:

Lot 1. Information products, multimedia design and interactive web services.

Lot 2. Audiovisual services.

I.4 Description of the lots

Lot 1. Information products, multimedia design and interactive web services

The work to be undertaken involves the conception, drafting, design and production, in any medium, of information and promotional material relating to the topics described in the policy context of this call for tenders. It also involves creating and adapting content for energy and transport related pages on the Europa website as well as designing, setting up and hosting thematic sites for specific communication initiatives.

The tenderer is required to comply with the rules of the Inter-institutional Style Guide for all drafting and/or translation work in order to ensure the editorial and linguistic quality of the material produced. The Inter-institutional Style Guide can be found at: <http://publications.europa.eu/code/en/en-000100.htm>.

Whereas the bulk of original drafting will be done in English, some of it can also be in French. The contractor must be able to arrange translation from any of these two languages into the EU's other official languages, as well as into the languages of the EFTA/EEA, the candidate countries and, if necessary, other countries. A list of languages is available at: <http://publications.europa.eu/code/en/en-370200.htm>.

The work may include (but is not limited to) the following:

- Conception of communication strategies, identifying target audiences and their needs, giving advice, and designing information campaigns;
- Researching, collecting and analysing information and documents;
- Drafting, translating, revising and adapting any type of information material: reports, magazines, newsletters, memos, brochures, leaflets, information notices, posters, advertisements, websites, signs, banners, etc.;
- Designing and producing presentations (PowerPoint, flash animations, etc.);
- Graphic design, identifying, purchasing and adapting or creating images and illustrations for all types of information material;
- Design of logos, visual identities and graphic charters;
- Layout of the abovementioned information material for publication on paper or on the Web;
- Producing the corresponding digital files (Adobe InDesign, Press and web optimised pdf, etc.);
- Rapid production (no more than 72 hours) of limited print runs of information products, and the transport or sending thereof;
- Adapting all of the abovementioned products for putting them on websites and/or on digital media (CD-ROM, DVD, USB sticks, Compact Flashcards, etc.);
- Creating and duplicating offline multimedia products (DVDs, etc.);
- Producing photojournalistic reports and taking photographs for publications and websites, creating and managing a photo library, including handling of intellectual property rights;
- Measuring the impact and effectiveness of the products developed with regard to the target audiences.

The successful tenderer may be asked to propose options for disseminating the information material produced in order to increase the impact of the activities developed under this invitation to tender, including identifying and renting advertising space, for example in the press, in public places and on the Web.

The work more specifically related to interactive web services may include (but is not limited to) the following:

- Analysing and adapting websites to the needs of different target groups (graphics, ergonomics, navigability, functionality, etc.);
- Creating or adapting content (editorial and graphic) for pages on the Europa website (including creating new pages and improving navigability and the clarity of texts);
- Conceiving, designing and setting up thematic websites for specific events and information activities;
- Hosting and managing the above-mentioned websites in case they are not under Europa;
- Developing multimedia and interactive functionalities including for hand-held devices (smartphones, PDA's);
- Analysing website usage and drawing up statistical reports;
- Creating, publishing and managing online surveys and e-votes;
- Creating and exploiting databases containing data collected via online surveys and other means.

In the context of work related to interactive web services, the tenderer shall pay particular attention to the following:

- The successful tenderer is to work on website design and electronic publication while keeping abreast of technological developments in the sector;

- As a general rule, the successful tenderer must comply with the Commission's information technology policy. The work done must comply with the IPG (Information Providers' Guide): http://ec.europa.eu/ipg/index_en.htm and WAI (Web Accessibility Initiative) rules: http://europa.eu/geninfo/accessibility_policy_en.htm;
- For all tools developed under this contract, the Commission must be provided with comprehensive documentation at predetermined regular intervals and upon expiry of the contract. Furthermore, the contractor must transfer to the Commission all material (source files, non-copyrighted images, programmes, rights, etc.) necessary for the Commission to be able to continue developing and using the tools produced by the contractor;
- The websites both of Mobility and Transport DG and Energy DG are built using *Documentum* as the standard content management system (CMS). The successful tenderer must therefore have thorough experience in using *Documentum*. Experience is also required for open source content management systems currently used by Commission services (for example *Drupal*).

Lot 2. Audiovisual activities

The main purpose of the planned audiovisual activities is to increase the information provided by European television and radio networks on EU activities in the field of energy and transport. Also important is to increase the energy and transport information through the Europa website by producing web teasers and other web audiovisual (AV) products to be disseminated and shared via the Internet. These activities may include (but are not limited to) the following:

- Advising on a communication strategy when dealing with television and radio stations and on appropriate messages for targeted groups;
- Producing reports, documentaries, videos, VNR (Video News Release), animated films, TV and radio advertisements and co-productions, CD-Roms and DVDs on EU energy and transport policies, programmes and projects;
- Monitoring the coverage of EU activities in the fields of energy and transport in the audiovisual media (TV and radio); media coverage of the products on radio and television channels in Europe and beyond with a view to promoting the dissemination of all or part of the products via these channels, as well as via Europe by Satellite (EbS), the EU satellite television agency (http://ec.europa.eu/avservices/ebs/welcome_en.cfm?) and EUTube (<http://www.youtube.com/user/eutube>), the European Commission section on YouTube;
- Reporting on the above-mentioned broadcasting;
- Advising on and implementing a communication strategy when dealing with the Internet (e.g. viral marketing campaign) in order to guarantee the impact of AV products via the web. Also advising on and implementing a communication strategy concerning new technology channels (web TVs, 3G phones, etc.);
- Being able to produce any AV material targeting TV stations, radios, the Internet or other new technology channels in the EU's official languages, as well as into the languages of the EFTA/EEA, the candidate countries and, if necessary, other countries. A list of languages is available at: <http://publications.europa.eu/code/en/en-370200.htm>;
- Transposing and reproducing the products in all appropriate formats (MPEG1, MPEG2, MP3, MP4, formats for on-line streaming, etc) aimed at increasing and extending the dissemination of the products amongst the general public and players in the energy and transport sectors;
- Doing the media coverage of events, preparation of press releases and dossiers for the audiovisual media, organisation of press conferences and trips for journalists/audiovisual media producers;
- Seeking out target audiences interested in EU affairs, and identifying their needs;
- Contacting European journalists/television and radio producers in order to promote AV productions and to make these lists available to the Commission for information purposes;
- Looking for photographs and illustrations (stills) and making photojournalistic reports, including handling of intellectual property rights.

I.5 Award procedure

A multiple framework contract will be concluded per lot with the three tenderers ranked best when the bids are evaluated and having obtained the minimum points required (see IV.3 below).

This multiple framework contract follows the “cascade” system whereby a contract is concluded between the Commission and each one of the successful tenderers, which are ranked according to the sequence in which they will be offered work when orders are placed. If the first choice of contractor is unable to carry out the work within the time limits set in the request to provide services or in the event of default, as described in Article I.11 of the special terms and conditions of the draft framework contract (Annex 1), in respect of the performance of earlier orders, not entailing termination of the contract, the request to provide services will be automatically sent to the second contractor on the list.

I.6 Orders for work

The services which may be requested will, as and when the need for them arises, be the subject of written requests from the Commission for which the successful tenderer will be required to submit detailed estimates, to be drawn up on the basis of the price schedule agreed when the contract is signed. On the basis of the estimates submitted by the successful tenderer, a specific contract will be formally concluded, signed by a person authorised to act on behalf of the Commission. The contractor will have 10 working days within which to accept and sign the specific contract. In the event of failure to observe this deadline, the contractor shall be considered to be unavailable.

I.7 Stability of services

The Commission and the contractor will transfer to each other the information needed for the services to be provided. For the duration of the contract they will maintain the required level of information and make it available to the other party for the purpose of providing the services. The updating of information will not give rise to any payment.

For the duration of the contract the contractor will ensure that a stable service is maintained as required for the proper implementation of the specific contracts.

To that end, the contractor will, where necessary, replace staff gradually and will organise the transfer of information required for the services to be provided, the cost of which will be borne by him. In no event will the contractor invoke a change of staff as a reason for not meeting one of his obligations, in particular with regard to deadlines and quality.

For all tasks with a low degree of substitutability, for example project coordination, studies and development, the contractor will ensure that staff is changed only in the event of force majeure.

I.8 Duration of the tasks

Each framework contract will be concluded for a period of two years from when it is signed, and may be renewed two times by means of an amendment. The total duration of a framework contract will not exceed four years from when it is first signed.

I.9 Place of performance

The place of performance of services will be defined specifically for each task. However, it should be noted that meetings between the contractor and the Commission may be held on Commission premises in Brussels or Luxembourg.

I.10 Indicative contract amount

The maximum indicative contract amounts are, for the four years:

- Lot 1: EUR 7 000 000
- Lot 2: EUR 4 500 000.

Under lot 1 and in addition to the amount here above, **up to a maximum of EUR 1 000 000 may be used for purchasing advertising space.**

Specific Contracts will not be signed once the budget is exhausted.

All reimbursable expenses such as travel and daily allowances are included in these amounts. It should be noted that the Commission reserves the right to contract out identical services outside the framework contract.

I.11 Payment procedure and budget

- For total amounts of **less than EUR 25 000**:
payments will be made after performance of the work and acceptance thereof by the Commission within 30 days of receipt of the request for payment.
- For total amounts of **EUR 25 000 or above**:
the contractor may request an advance of 40% of the total price of the service. The balance will be paid after performance of the work and acceptance thereof by the Commission within 30 days of receipt of the request for payment.

The award of the contract will be subject to the availability of sufficient funds.

I.12 Penalties

In the event of failure to provide the services by the deadline set in the specific contracts or in due form, financial penalties will be applied as follows:

1. In the event of late delivery:

A penalty will be applied using the following formula:

0.2% of the total value of the service *X* *number of working days of delay.*

The ceiling for the total amount of the penalty in the event of late delivery is 20% of the amount of the specific contract. These penalties will apply automatically without formal notice simply as a result of the delay.

2. In the event of inadequate quality of work:

In the event of rejection on grounds of the quality of the deliverables after presentation for the second time, the Commission may relieve the defaulting contractor of his duties and entrust the task to the second contractor on the list or, if necessary and according to the same procedure, the third contractor. In that event, the defaulting contractor will be required to reimburse any amount which he received under the specific contract.

II TERMS OF THE FRAMEWORK CONTRACT

In drawing up his/her offer, the tenderer should bear in mind the provisions of the draft contract attached to this invitation to tender (Annex 1). Any limitation, amendment or denial of the terms of 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.

II.1 Terms of payment

Payments shall be made in accordance with the provisions specified in the draft framework service contract (see Annex 1).

II.2 Financial guarantees

Guarantee on pre-financing

For any pre-financing higher than EUR 150 000, a financial guarantee equivalent to the amount of the pre-financing will be requested.

II.3 Operation and subcontracting

The contractor will carry out the tasks requested by the Commission in regular cooperation with the competent services of the Commission, in particular the service responsible for information policy.

The contractor may use subcontractors when this proves necessary. The subcontracting must be subject to prior written agreement from the Commission. Tenderers must state in their bids the types or parts of tasks, if any, they intend to subcontract, specifying the names, addresses and legal status of the subcontractors. Legal persons must produce a document containing a list of the professional qualifications of the subcontractor, and, in particular the person(s) with contractual liability. The contractor will be responsible for the quality of the work provided by the subcontractors.

II.4 Legal form to be taken by the grouping of service providers to whom the contract is awarded (if applicable)

Groupings, irrespective of their legal form, may submit bids. Tenderers may, after forming a grouping, submit a joint bid on condition that it complies with the rules of competition. Such groupings (or consortia) must specify the company or person heading the project and must also submit a copy of the document authorising this company or person to submit a bid. If awarded, the contract will be signed by the company or the person heading the project, who will be, vis à vis the Commission, the only contracting party responsible for the performance of this contract. Tenders from a consortium of firms or groups of service providers, contractors or suppliers must specify the role, qualifications and experience of each member of the consortium or group. Each member must provide all the necessary documents for assessing the bid as a whole with regard to the exclusion criteria, selection criteria (in their entirety) and award criteria.

III FORM AND CONTENT OF THE TENDERS

III.1 General

Tenders must be written in **one of the official languages** of the European Union.

Tenders must be clear and concise, with continuous page numbering, and assembled in a coherent fashion (e.g. bound or stapled, etc...). Since tenderers will be judged on the content of their written bids, they must make it clear that they are able to meet the requirements of the specifications.

III.2 Structure of the tenders

All tenders must include three sections i.e. an administrative, a technical and a financial proposal.

III.2.1 Section One: Administrative proposal

This section must provide the following information, set out in the standard identification forms attached to these tender specifications (Annexes 4, 5 and 6):

- Tenderers' identification (Annex 4)
 - 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.

Each tenderer (including subcontractor(s) or any member of a consortium or grouping) must complete and sign the identification forms in Annex 4 and also provide above-mentioned documents. However, the subcontractor(s) shall not be required to fill in or provide those documents when the services represent less than 20% of the contract.

- Financial identification (Annex 5)

The **bank identification form** must be filled in and signed by an authorised representative of the tenderer and his/her banker. A standard form is attached in Annex 5 and a specific form for each Member State is available at the following Internet address:

http://ec.europa.eu/budget/execution/ftiers_en.htm

In the case of a grouping, this form must only be provided by the person heading the project.

- Legal entities (Annex 6)

The legal entity form in Annex 6 must be filled in and should be accompanied by a number of supporting documents, available on the Web site:

http://ec.europa.eu/budget/execution/legal_entities_en.htm.

In the case of a grouping, this form must only be provided by the person heading the project.

The Commission reserves the right, however, to request additional evidence in relation to the bid submitted for evaluation or verification purposes within a time-limit stipulated in its request.

III.2.2 Section Two: Technical proposal

This section is of great importance in the assessment of the bids, the award of the contract and the future execution of any resulting contract.

The technical proposal must provide all the information needed for the purpose of awarding the contract.

III.2.3 Section Three: Financial proposal

All tenders must contain a financial proposal. The tenderer's attention is drawn to the following points:

- Prices must be quoted in **euro (EUR)**, including the countries which are not in the euro-area. As far as the tenderers of those countries are concerned, they cannot change the amount of the bid because of the evolution of the exchange rate. The tenderers choose the exchange rate and assume all risks or opportunities relating to the rate fluctuation.
- **Estimated travel and daily subsistence allowance expenses must be indicated separately.** This estimate should be based on Articles I.3 and II.7 of the draft framework contract (Annex 1). This estimate will comprise all foreseen travel and will constitute the maximum amount of travel and daily subsistence allowance expenses to be paid for all tasks.
- **Prices should be quoted free of all duties, taxes and other charges, i.e. also free of VAT,** as the European Union is exempt from such charges in the EU under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities of 8 April 1965 (OJ L 152 of 13 July 1967). Exemption is granted to the Commission by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption. For those countries where national legislation provides an exemption by means of a reimbursement, the amount of VAT is to be shown separately. In case of doubt about the applicable VAT system, it is the tenderer's responsibility to contact his or her national authorities to clarify the way in which the European Union is exempt from VAT.
- **Prices shall be fixed** and not subject to revision during the performance of the contract; Prices may be revised upwards or downwards each time the contract is renewed, where such revision is requested by one of the contracting parties by registered letter no later than 60 days before the anniversary of the date on which the contract entered into force.

The revision of prices shall be determined by the trend in the consumer price index MUICP published for the first time by the Publications Office of the European Union in the Eurostat monthly bulletin at <http://www.ec.europa.eu/eurostat/>.

Revision shall be calculated in accordance with the following formula:

$$Pr = Po \left(0,2 + 0,8 \frac{Ir}{Io} \right)$$

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.

- For each category of staff involved in the project, the tenderer must specify:
 - the total labour costs;
 - **the daily rates** and **total number of days** (person/days) each member of staff will contribute to the project;
 - other categories of costs, indicating the nature of the cost, the total amount, the unit price and the quantity.

Bids involving more than one service provider (consortium) must specify the amounts indicated above for each provider.

IV ASSESSMENT AND AWARD OF THE CONTRACT

The assessment will be based on each tenderer's bid.

All the information will be assessed in the light of the criteria set out in these specifications. The procedure for the award of the contract, which will concern only admissible bids, will be carried out in three successive stages. Only bids meeting the requirements of one stage will be examined in the next stage.

The aim of each of these stages is:

- 1) to check on the basis of the exclusion criteria, whether tenderers can take part in the tendering procedure;
- 2) to check on the basis of the selection criteria, the technical and professional capacity and economic and financial capacity of each tenderer who has passed the exclusion stage;
- 3) to assess on the basis of the award criteria each bid which has passed the exclusion and selection stages.

A multiple framework contract will be concluded per lot with the three tenderers ranked best when the bids are evaluated and having obtained the minimum points required (see IV.3 below).

IV.1 Exclusion criteria – exclusion of tenderers

IV.1.1 Exclusion criteria (Article 93 of the Financial Regulation¹)

1. To be eligible for participating in this contract award procedure, tenderers must not be in any of the following situations:
 - 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 judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the European Union's financial interests;
 - f) they are currently subject to an administrative penalty referred to in Article 96(1) of the Financial Regulation² for being guilty of

¹ Council Regulation (EC, Euratom) No 1605/2002 of 25 June 2002 on the Financial Regulation applicable to the general budget of the European Communities (OJ L 248 of 16.9.2002)

misrepresentation in supplying the information required by the contracting authority as a condition of participation in a contract procurement procedure or by the authorising officer as a condition of participation in a grant award procedure, for failing to supply this information or for having been declared to be in serious breach of their obligations under contracts or grants covered by the EU budget.

2. The cases referred to in point IV.1.1. e) above shall be the following:
 - a) cases of fraud as referred to in Article 1 of the Convention on the protection of the European Union's financial interests established by the Council Act of 26 July 1995 (OJ/C 316 of 27.11.1995, p. 48);
 - b) cases of corruption as referred to in Article 3 of the Convention on the fight against corruption involving officials of the European Union or officials of Member States of the European Union, established by the Council Act of 26 May 1997 (OJ/C 195 of 25.6.1997, p. 1);
 - c) cases of involvement in a criminal organisation, as defined in Article 2(1) of Joint Action 98/733/JHA of the Council (OJ/L 315 of 29.12.1998, p. 1);
 - d) cases of money laundering as defined in Article 1 of Council Directive 91/308/EEC (OJ/L 166 of 28.6.1991, p.77).

IV.1.2 Other cases of exclusion (Article 94 of the Financial Regulation)

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

- a) **are subject to a conflict of interest;**

Tenderers must declare:

- that they do not have any 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;
- that they will inform the contracting authority, without delay, of any situation constituting a conflict of interest or which could give rise to a conflict of interest;
- that they have not made and will not make any offer of any type whatsoever from which an advantage can be derived under the contract;
- that 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 the award of the contract.

The Commission reserves the right to check the above information.

- b) **are guilty of misrepresentation** in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or fail to supply this information.
- c) find themselves in one of the **situations of exclusion**, referred to in paragraph IV.1.1. above for this procurement procedure.

² Council Regulation (EC, Euratom) n° 1605/2002 of 25 June 2002 on the Financial regulation applicable to the general budget of the European Communities, OJ L 248 of 16 September 2002, p. 1, amended by Council Regulation (EC, Euratom) n° 1995/2006 of 13 December 2006, OJ L 390 of 30 December 2006, p.1.

IV.1.3 Evidence to be provided by the tenderers

1. When submitting their bids, each tenderer (including subcontractor(s) or any member of a consortium or grouping) shall provide a declaration on their honour, duly signed and dated, stating that they are not in one of the situations mentioned above (cfr. IV.1.1 and IV.1.2). For that purpose, they must complete and sign the form attached in Annex 7. Where the tenderer is a legal entity, they shall, whenever requested by the Commission, provide information on the ownership or on the management, control and power of representation of the legal entity.
2. The tenderer to whom the contract is to be awarded shall provide, within 15 calendar days after notification of the results of the procurement procedure and in any case before the signature of the contract, the following evidence, confirming the declaration referred to above:

The Commission shall accept, as satisfactory evidence that the tenderer is not in one of the situations described in point IV.1.1 (a), (b) or (e) above, 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.

The Commission accepts, as satisfactory evidence that the tenderer is not in the situation described in point IV.1.1 (d) above, a recent certificate issued by the competent authority of the State concerned.

Where no such document or certificate is 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.

3. Depending on the national legislation of the country in which the candidate or tenderer is established, the documents referred to in paragraph 1 and 2 above shall relate to legal and/or natural persons including, if applicable with regard to points b) and e), company directors or any person with powers of representation, decision-making or control in relation to the tenderer.
4. When the subcontracted part is above 20% of the contract value, the subcontractor(s) must also provide the above-mentioned declaration on honour. In case of doubt on this declaration on the honour, the contracting authority may also request the evidence referred to in paragraphs 2 and 3 above.
5. The Commission reserves the right to request any other document relating to the proposed tender for evaluation and verification purpose, within a delay determined in its request.

Remark:

The tenderers will be waived of the obligation to submit the documentary evidence above mentioned if such evidence has already been submitted for the purposes of another procurement procedure launched by the Directorates-General in charge of energy and transport or the Shared Resource Directorate MOVE/ENER and provided that the documents are not more than one year old starting from their issuing date and that they are still valid. In such a case, the tenderer shall declare on his honour that the documentary evidence has already been provided in a previous procurement procedure, specifying the reference of the call for tender for which the documents have been provided, and confirm that no changes in his situation have occurred.

IV.1.4 Administrative and financial penalties

Without prejudice to the application of penalties laid down in the contract, candidates or tenderers and contractors who have been found guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or have failed to supply this information or have been declared to be in serious breach of their obligations under contracts covered by the EU budget may be subject to administrative or financial penalties, in accordance with Article 96 of the Financial Regulation and Articles 134b and 133a of the Implementing Rules³.

IV.2 Selection criteria – selection of tenderers

To be eligible, the tenderers must have the economic and financial capacity as well as the technical and professional capacity to perform the tasks required in this call for tender.

IV.2.1 Economical and financial capacity – References required

Tenderers must provide proof of their financial and economic capacity by means of the following documents:

the balance sheets or extracts from balance sheets for the last three financial years, and a statement of overall turnover and turnover relating to the relevant services for the last three financial years. The overall turnover must reach a minimum annual average of EUR 500.000 for the last three financial years.

This rule applies to all service providers, regardless of the percentage of tasks they intend to execute, once they have chosen to submit a tender. However, if the tender includes subcontractors whose tasks represent less than 20% of the contract, those subcontractors are not obliged to provide evidence of their economic and financial capacity.

IV.2.2 Technical and professional capacity – References required

Important:

Since the technical and professional capacity of tenderers will be assessed on the basis of the documents requested below, tenderers should note that any total or partial omission of information for which one or more service providers involved in the tender are responsible may lead the Commission to exclude the tender from the rest of this procedure.

³ Commission Regulation (EC, Euratom) n° 2342/2002 of 23 December 2002 laying down detailed rules for the implementation of Council Regulation (EC, Euratom) No 1605/2002 on the Financial Regulation applicable to the general budget of the European Communities, OJ L 357 of 31 December 2002, p. 1, last amended by Commission Regulation (EC, Euratom) n° 478/2007 of 23 April 2007, OJ L 111 of 28 April 2007, p.1.

Tenderers must comply with the following criteria and provide the following documents to prove that they satisfy these criteria:

Lot 1 - Information products, multimedia design and interactive Web services

Criteria	Skills	Documents to be provided
1	<p>Skills related to information products and multimedia design Have expertise in and a minimum of three years' experience in creating (i.e. drafting, adapting, translating, designing and laying out) information products and promotional material in a minimum of three languages targeting several countries. Senior members of the proposed team must have at least five years experience in the field.</p>	<p>Documents to be provided</p> <p>1) A list of the main clients and the main services provided during the last three years, indicating the value, the date and the public or private recipient of these services. If the tender is submitted by a group or consortium, each member has to supply this information.</p> <p>2) Examples of work carried out over the last three years in the field of printed and digital publications as well as websites. Examples may be provided on paper, on offline media or online. If this work was partly produced by members of a group (or consortium of companies) or by subcontractors, the tenderer must clearly indicate the role and the contribution of everyone involved. For each project mentioned, a contact person who can testify that the work was actually done must be specified.</p>
	<p>Skills related to interactive Web services Possess skills and at least three years' experience in the design, creation (editorial and graphics content) and maintenance of multilingual websites, including advanced knowledge of <i>Documentum</i> and open source CMS, XML, XSL/XSLT, XML Schema, XHTML, Flash Player and CSS, together with experience in structured exchanges between different types of CMS. Have expertise in XSL components like media gallery, e-voting, etc. as well as in interactive web services like blogs, social networks, viral marketing, etc. Senior members of the proposed team must have at least five years experience in the field.</p>	<p>3) The Curriculum Vitae of the supervisory and other staff proposed by the tenderer following the format identified for Europass and available at: https://europass.cedefop.europa.eu/europass/home/vernav/Europass+Documents/Europass+CV.csp</p>

2	<p>Technical capacity Possess the technical skills needed to perform the services requested (cf I.4 Description of the Lots – Lot 1).</p>	<p>Documents to be provided:</p> <ol style="list-style-type: none"> 1) A declaration listing the hardware and technical equipment at the tenderer's disposal for performing the proposed services (hardware and software configuration). 2) A detailed list of the software licences held by the tenderer to perform the proposed services. The contracting authority may ask the tenderer to provide the necessary documentary evidence. 3) Description of the services to be provided by the tenderer directly and those which might be subcontracted. 4) Description of the methods taken by the tenderer to ensure quality control of the services provided. 5) Statement of the average annual workforce of the tenderer and the size of the management staff.
3	<p>English and French language skills Possess the ability to draft and/or adapt all types of texts in English or in French so as to perform all types of services relevant to lot 1 (native speaker level).</p>	<p>Documents to be provided:</p> <ol style="list-style-type: none"> 1) A declaration establishing the tenderer's levels of linguistic skill in English and in French. 2) Examples of previous work drafted in English and in French in the field of printed and digital publications as well as websites. Examples may be provided on paper, on offline media or online.
4	<p>Multilingual capacity Ability to work in the current 23 official EU languages and to rapidly mobilise the resources needed to perform the proposed services in these languages, as well as those of EFTA/EEA, the candidate countries and possibly other countries.</p>	<p>Documents to be provided:</p> <ol style="list-style-type: none"> 1) Statement of the tenderer's language abilities. 2) Examples of previous work in EU languages other than the tenderer's own language and in the field of printed and digital publications as well as websites. If done by a subcontractor this one must be clearly identified. Examples may be provided on paper, on offline media or online. 3) Description of the planned procedures for selecting and mobilising the language skills needed.
5	<p>Local availability Ability and disposition to assure working and project continuity through participation in meetings in Brussels or Luxembourg on a regular basis and ad hoc within 24 hours following the fixing of a meeting date by the Commission.</p>	<p>Documents to be provided:</p> <p>Description of the planned procedures and organisational arrangements to assure the availability of the tenderer's competent staff members in Brussels or Luxembourg.</p>

Lot 2 - Audiovisual services

Criteria	Skills	Documents to be provided
1	<p>Skills related to audiovisual services</p> <p>Have expertise in and a minimum of three years' experience in conceiving, filming, producing, promoting and distributing audiovisual products in several countries and several languages to the audiovisual press. Have expertise in marketing audiovisual products via video-sharing websites (YouTube, AOL video, etc.) and via social networks (MySpace, Facebook, etc.). Senior members of the proposed team must have at least five years experience in the field.</p>	<p>Documents to be provided:</p> <ol style="list-style-type: none"> 1) A list of the main clients and the main services provided during the last three years, indicating the value, the date and the public or private recipient of these services. If the tender is submitted by a group or consortium, each member has to supply this information. 2) Examples of work carried out over the last three years in the audiovisual sector demonstrating the variety of productions (clips, VNR, documentaries, cartoons, stock shots, etc.) and dissemination channels (offline, online). If this work was partly produced by members of a group (or consortium of companies) or by subcontractors, the tenderer must clearly indicate the role and contribution of everyone involved. For each project mentioned, a contact person who can testify that the work was actually done must be specified. 3) The Curriculum Vitae of the supervisory and other staff proposed by the tenderer following the format identified for Europass and available at: https://europass.cedefop.europa.eu/europass/home/vernav/Europass+Documents/Europass+CV.csp
2	<p>Technical capacity</p> <p>Possess the technical skills needed to perform the services requested (cf I.4 Description of the Lots – Lot 2).</p>	<p>Documents to be provided:</p> <ol style="list-style-type: none"> 1) A declaration listing the hardware and technical equipment at the tenderer's disposal for performing the proposed services 2) Description of the services to be provided directly by the tenderer and those which might be subcontracted (hardware and software configuration). 3) Description of the methods taken by the tenderer to ensure quality control of the services provided. 4) Statement of the average annual workforce of the tenderer and the size of the management staff.
3	<p>English and French language skills</p> <p>Possess excellent English and French language skills so as to perform all types of services relevant to lot 2 (native speaker level).</p>	<p>Documents to be provided:</p> <ol style="list-style-type: none"> 1) Declaration establishing the tenderer's levels of linguistic skill in English and in French. 2) Examples of previous work produced in English and in French (commentary by voice-over, dubbing and subtitling of interviews). Examples may be provided on offline media or online.

4	<p>Multilingual capacity Ability to work in the current 23 official EU languages and to rapidly mobilise the resources needed to perform the proposed services in these languages, as well as those of EFTA/EEA, the candidate countries and, possibly, other countries.</p>	<p>Documents to be provided:</p> <ol style="list-style-type: none"> 1) Statement of the tenderer's language abilities. 2) Examples of previous work in EU languages other than the tenderer's own language in the field of audiovisual products (commentary by voice-over, dubbing and subtitling of interviews). If done by a subcontractor this one must be clearly identified. Examples may be provided on offline media or online. 3) Description of the planned procedures for selecting and mobilising the language skills needed.
5	<p>Local availability Ability and disposition to assure working and project continuity through participation in meetings in Brussels or Luxembourg on a regular basis and ad hoc within 24 hours following the fixing of a meeting date by the Commission.</p>	<p>Documents to be provided:</p> <p>Description of the planned procedures and organizational arrangements to assure the availability of the tenderer's competent staff members in Brussels or Luxembourg.</p>

Subcontracting and consortia

For those tenders including subcontracting, tenderers must submit:

- A document stating clearly the identity (name, address, telephone and fax, e-mail address, type of company and statutory registration number), qualification, experience, roles, activities and responsibilities of the subcontractor(s) and specifying the volume/proportion of the tasks assigned to each subcontractors, together with a description of the quality control measures for tasks to be carried out by each subcontractor;
- A letter of intent from each subcontractor giving an unambiguous undertaking to collaborate with the tenderers if they win the contract and the extent of the resources that they will put at the tenderers' disposal for the performance of the contract, including a description of the designated staff for the project;
- In the absence of the foregoing, the successful tenderer shall have to ask for the prior approval of the Commission before sub-contracting to a third party, in line with Article II.13 of the framework contract.

Tenders submitted by a consortium or grouping of service providers must contain:

- Name of company designated to represent the consortium;
- Details of the person designated to sign the contract and/or of the person who will act as the Commission's contact on behalf of the consortium;
- Bank details of the sole bank account to which payments to the consortium will be made;

- A letter signed by each member stating its commitment to provide the services covered by the tender, clearly indicating his or her role, qualifications and experience.

IV.3 Award criteria – evaluation of the tenders

Tenders will be compared and ranked on a priority list according to the total number of points obtained, consisting of a qualitative and a financial score. This list will then serve as the basis for awarding the contracts in accordance with the procedure described in the section “Multiple framework contract and cascade system”, see I.5.

Tenders will be examined from the perspective of quality in order to assign to each a quality score calculated according to the rules set out in the section “**Quality score**” below. The assessment will then look at the financial aspect according to the rules set out in the section “**Financial score**” below.

A) **Quality score (maximum 100 points)**

For both lots, the **quality of the proposals will be assessed out of 100 points**, broken down as follows:

- A **maximum of 30 points** will be awarded for the **general approach** according to the criteria set out in the table below;
- A **maximum of 70 points** will be awarded for the **technical proposal** put forward for the two case studies in accordance with the specifications and the criteria set out in Annex 3. The maximum number of points per case study is 35.

Tenders that obtain a total quality score of less than 70 points will be excluded from the rest of the assessment procedure and will therefore not be taken into consideration when awarding the financial score.

Points for quality will be assigned on the basis of comparison between the tenders for each marking criterion, with the best offer able to receive the maximum number of points specified for each of the criteria.

Tenderers should elaborate on all points addressed by these specifications in order to score as many points as possible. Merely repeating the mandatory requirements set out in these specifications, without providing further analysis, will only result in a very low score. In addition, if certain essential points of these specifications are not expressly covered by the tender, the evaluators may decide to give a zero mark for the relevant qualitative award criteria.

Detailed guidelines are set out in the section “Form and content of the tenders”.

The quality score will be calculated as follows:

Number of points obtained for the general approach (items 1-3 below) + number of points obtained for the case studies (item 4 below).

Criteria	Information to be provided
<p>1. Quality, consistency and relevance of the proposed approach (12 points)</p>	<ul style="list-style-type: none"> – tenderers must outline the approach they propose to achieve the objectives pursued by the European Commission and to provide the services and/or products requested in this invitation to tender; – tenderers must identify the major challenges or obstacles and propose solutions, giving any suggestions they consider relevant; – tenderers must explain the quality control mechanisms and the key performance indicators they intend to use to guarantee the quality of the services and/or products and compliance with deadlines.
<p>2. Quality of the organisation of work, management of the team (12 points)</p>	<ul style="list-style-type: none"> – tenderers must describe the composition and organisation of the team they propose to ensure maximum efficiency in terms of the costs, speed and quality of the services requested; – tenderers must describe the various staff management measures taken to guarantee a consistently high level of services provided and identify the mechanisms for supervising the tasks they intend to subcontract; – tenderers must outline their approach to the daily management of the work with the competent Commission services; – tenderers must describe the various procedures and organizational arrangements to assure their local availability in Brussels or Luxembourg on a regular basis and ad hoc within 24 hours following the fixing of a meeting date by the Commission.
<p>3. Clarity, conciseness and presentation of the tender (6 points)</p>	<ul style="list-style-type: none"> – tenders must comply with all the requirements in the specifications while remaining clear and concise, in terms of content, length and presentation (cfr. Point “Form and content of the tenders”); – tenders must only contain information strictly related to the products and services requested and the criteria mentioned. Therefore, tenderers must avoid any theoretical, textbook-like descriptions of information and communication strategy; – as regards the presentation, tenders must, in particular, include an index/table of contents, have continuous page numbering, and be assembled in a coherent fashion (e.g. bound or stapled, etc.); items attached to the tender (annexes on paper, CD-ROM, DVD, etc.) must be marked with the Lot number, the number of that item, and its contents.
<p>4. Qualitative analysis of the two case studies (2 x 35 points)</p>	<p>Two case studies will be required (see Annex 3). Detailed instructions for the tenderer’s proposal for the case studies are provided below. The detailed quality score for each of the case studies is listed in Annex 3.</p>
<p>Total number of points: 100 Pass mark: 70/100</p>	

- **Case studies (cfr. Annex 3)**

Tenderers are asked to make a specific technical proposal for each case study and to provide a cost breakdown (price estimate) for each technical proposal.

NB: The case studies have been drawn up solely for the purposes of the award process for this contract. They are entirely fictitious and cannot, in any way, be regarded as an indication of the priorities and the exact nature of future operations.

The technical proposal must:

- Describe in detail the approach, the stages and the working methods that the tenderer intends to use to carry out all of the work requested in the case study, specifying which parts will be subcontracted;
- For each stage, specify the composition of the project team and the assigned roles of the staff which are intended to be put into place, specifying the number of units (person/day) per category of staff;
- Propose a schedule setting out the time considered necessary for each stage and taking into account the time needed for interacting with the Commission departments and the various steps of the validation process;
- Provide the samples/work extracts requested.

The cost breakdown (estimated prices) must:

- Cover all the tasks and work that the tenderer must carry out for this case study;
- Be presented separately for each case study by filling in the tables at the end of Annex 3;
- Truly reflect the proposed price schedule.

NB: Although the price estimates of the case studies are not used for evaluating the financial score of the tender, they will serve as a reference for analysing offers relating to specific contracts implementing the framework contract to be concluded with the successful tenderers.

B) Financial score (price index)

The financial value of the tender will be calculated as the total sum of unit prices in the price schedule (see Annex 2). Each price will be multiplied by its corresponding weighting factor and the final total will be the sum of all the weighted prices. This total represents the price index and will be included in the final evaluation formula.

$$\text{Price index} = \Sigma \text{UP X WF}$$

UP = unit prices in the price schedule of the lot to which the tender refers

WF = weighting factor of the unit prices

IV.4 Final assessment

The contract will be awarded to the tender that offers **the best quality/price ratio**.

The final assessment of the qualitative value in relation to the financial value (price index) will be carried out by allocating a mark to each tender calculated as follows:

$$(\text{Quality} \div \text{highest quality score}) \times 60 + (\text{lowest price} \div \text{price}) \times 40$$

Tenders will be ranked in descending order on the basis of the mark obtained. The contract will be awarded to the three tenderers whose tenders have obtained the highest marks at the end of the final assessment.

IV.5 Information for tenderers

The Commission will inform tenderers of decisions reached concerning the award of the contract, including the grounds for any decision not to award a contract or to recommence the procedure.

Upon written request, the Commission will inform the rejected tenderers of the reasons for their rejection and the tenderers having submitted an admissible tender of the characteristics and relative advantages of the selected tender and the name of the successful tenderer.

However, certain information may be withheld where its release would impede law enforcement or otherwise be contrary to the public interest, or would prejudice the legitimate commercial interests of economic operators, public or private, or might prejudice fair competition between them.

V. ANNEXES

1. Draft Framework Service Contract
2. Price schedule
3. Case studies
4. Identification of the Tenderer
5. Financial Identification
6. Legal Entity Form
7. Declaration by the Tenderer (relating to the exclusion criteria)
8. Technical specifications for importing files into the web content management system (WCMS) for case study n°2 of lot 1



EUROPEAN COMMISSION
DIRECTORATE-GENERAL FOR MOBILITY AND TRANSPORT
DIRECTORATE-GENERAL FOR ENERGY

Shared Resource Directorate
SRD.6 - Information & Document management

DRAFT FRAMEWORK SERVICE CONTRACT

CONTRACT NUMBER – []

The European Union (hereinafter referred to as "the Union"), represented by the European Commission (hereinafter referred to as "the Commission"), which is represented for the purposes of the signature of this contract by Mr/Ms [complete], Director of the Shared Resource Directorate of the Directorates-General for Mobility and Transport and for Energy,

of the one part,

and

[official name in full]

[*official legal form* (Delete if contractor is a natural person or a body governed by public law.)]

[*statutory registration number* Delete if contractor is a body governed by public law. For natural persons, indicate the number of their identity card or, failing that, of their passport or equivalent

[official address in full]

[*VAT registration number*]

(hereinafter referred to as "the Contractor"), represented for the purposes of the signature of this contract by [name in full and function,]

of the other part,

HAVE AGREED

the **Special Conditions** and the **General Conditions** below and the following Annexes:

Annex I – Tender Specifications (Invitation to Tender No [complete] of [complete])

Annex II – Contractor's Tender (No [complete] of [complete])

Annex III – Specific Contract

Annex IV – Daily allowances

which form an integral part of this contract (hereinafter referred to as “the Contract”).

The terms set out in the Special Conditions shall take precedence over those in the other parts of the Contract. The terms set out in the General Conditions shall take precedence over those in the Annexes. The terms set out in the Tender Specifications (Annex I) shall take precedence over those in the specific contracts (Annex III), the latter taking precedence over the Tender (Annex II).

Subject to the above, the several instruments forming part of the Contract are to be taken as mutually explanatory. Ambiguities or discrepancies within or between such parts shall be explained or rectified by a written instruction issued by the Commission, subject to the rights of the Contractor under Article I.8 should he dispute any such instruction.

PREAMBLE

On [date], the Commission, acting on its own behalf and on behalf of the following EU bodies:

Executive Agency for Competiveness and Innovation	EACI	Brussels
Trans-European Transport Network Executive Agency	TEN-T EA	Brussels
Any other Executive Agencies which the Commission decides to establish in Brussels or Luxembourg, provided that they are under partial or full responsibility of the Directorates-General for Mobility and Transport or/and for Energy and the volume of the contract for the latter Executive Agencies does not exceed 10% of the total volume of the contract.		Brussels / Luxembourg

hereafter collectively referred to as "the Commission", published in the Official Journal of the European Union a call for tenders under reference No. SRD MOVE/ENER/SRD.6/396-1/2010 concerning services related to information and communication activities.

The present framework contract is applicable to the following EU institutions:
[complete]. [All the participating institutions listed in the first paragraph may join the framework contract at any time by way of an Amendment or by notification to the contractor.]
[The Commission signs the present framework contract and its amendments on its behalf and on behalf of other EU institutions].

I – SPECIAL CONDITIONS

ARTICLE I.1 – SUBJECT

- I.1.1** The subject of the Contract is [*short description of subject*].
- I.1.2** Signature of the Contract imposes no obligation on the Commission to purchase. Only implementation of the Contract through specific contracts is binding on the Commission.
- I.1.3** Once implementation of the Contract has been asked or has commenced, the Contractor shall reply and execute the tasks in accordance with all terms and conditions of the Contract.
- I.1.4** The Contract does not confer on the Contractor any exclusive right to provide the services described in Annex I to the Commission. The Contractor is selected as the [first, second, third] contractor for a multiple framework contract.

[One, two, three] Contractors have been selected in the following order as decided when the contract was awarded.

1) (name and address)

2) (name and address)

3) (name and address)

ARTICLE I.2 – DURATION

- I.2.1** The Contract shall enter into force on the date on which it is signed by the last contracting party.
- I.2.2** Under no circumstances may implementation commence before the date on which the Contract enters into force. Execution of the tasks may under no circumstances begin before the date on which the order or specific contract enters into force.
- I.2.3** The Contract is concluded for a period of 24 months with effect from the date on which it enters into force. This contractual period and all other periods specified in the Contract are calculated in calendar days unless otherwise indicated.
- I.2.4** The orders or specific contracts shall be returned signed before the Contract to which they refer expires.
- The Contract shall continue to apply to such specific contracts after its expiry, but no later than 9 months after expiry.
- I.2.5** The Contract may be renewed up to 2 times, each time for a period of 12 months, only before expiry of the Contract and with the express written agreement of the parties. Renewal does not imply any modification or deferment of existing obligations.

ARTICLE I.3 – PRICES

I.3.1 The prices of the services shall be calculated on the basis of the tariffs for the provisions of services set out in the price schedule [as listed in Annex II].

The total maximum price of all services to be provided under this contract (including travel and subsistence expenses) may not exceed EUR 8 million for Lot No1 (7 million and 1 million for buying advertising space) and EUR 4.5 million under Lot No2.

I.3.2 Prices shall be expressed in EUR.

I.3.3 Prices shall be fixed and not subject to revision for implementation during the first year of duration of the Contract.

From the beginning of the second year of duration of the Contract, each price may be revised upwards or downwards each year, where such revision is requested by one of the contracting parties by registered letter no later than 60 days 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 orders or specific contracts are signed. Such prices shall not be subject to revision.

This revision shall be determined by the trend in the consumer price index MUICP published for the first time by the Publications Office of the European Union in the Eurostat monthly bulletin at <http://www.ec.europa.eu/eurostat/>.

Revision shall be calculated in accordance with the following formula:

$$Pr = Po \left(0,2 + 0,8 \frac{Ir}{Io} \right)$$

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.

I.3.4 In addition to the total amount specified in each order or specific contract, travel, subsistence and shipment expenses shall be reimbursed in accordance with Article II.7, as shall other expenses provided for by the Tender Specifications, up to a maximum amount determined in each specific contract. The daily subsistence allowance referred to in Article II.7.4(d) shall be determined in accordance with Annex IV. In addition, accommodation shall be reimbursed in accordance with Art.II.7.1 up to the maximum amounts specified in Annex IV.

ARTICLE I.4 – IMPLEMENTATION OF THE CONTRACT

Within 10 working days of a request for services being sent by the Commission to the Contractor, the Commission shall receive an estimate of the resources to be allocated for its execution, with particulars in support. Should the Contractor be unavailable, he shall give reasons for refusal within the same period and the Commission shall be entitled to send a request to the next contractor on the list. In the event of failure to observe this deadline or disagreement on the allocation of resources, the Contractor shall be considered unavailable.

Within 10 working days of a specific contract being sent by the Commission to the Contractor, the Commission shall receive it back, duly signed and dated. In the event of failure to observe this deadline, the Contractor shall be considered unavailable.

ARTICLE I.5 – PAYMENT PERIODS

Payments under the Contract shall be made in accordance with Article II.4. Payments shall 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.

I.5.1 Pre-financing:

Within 30 days of the latest of the following dates:

- the date on which the Contractor returns the order form or specific contract and the relevant invoice, indicating the reference number of the Contract and of the order or specific contract to which it refers,
- if mandatory the receipt by the Commission of a duly constituted financial guarantee equal to the amount of the pre-financing

a pre-financing payment of 40% of the total value of the order or specific contract (excluding travel and subsistence costs) shall be made.

The mentioned financial guarantee shall be mandatory for pre-financing payments exceeding EUR 150 000.

I.5.2 Payment of the balance:

The request for payment of the balance of the Contractor shall be admissible if accompanied by

- the final technical report in accordance with the instructions laid down in Annex 1 of the specific contract
- statements of reimbursable expenses in accordance with Article II.7
- the relevant invoices, indicating the reference number of the Contract and of the order or specific contract to which they refer

provided the report has been approved by the Commission.

The Commission shall have twenty days from receipt to approve or reject the report, and the Contractor shall have ten days in which to submit additional information or a new report.

Within 30 days of the date on which the report is approved by the Commission, payment of the balance corresponding to the relevant invoices equal to 60 % of the total amount referred to in the relevant order or specific contract and of the duly justified travel and subsistence expenses shall be made.

[For Contractors established in Belgium, the orders shall include the following provision: “En Belgique, l’utilisation de ce bon de commande vaut présentation d’une demande d’exemption de la TVA n° 450” or an equivalent statement in the Dutch or German language. The Contractor shall include the following statement in his invoice(s): “Exonération de la TVA, article 42, paragraphe 3.3 du code de la TVA” or an equivalent statement in the Dutch or German language.]

[For Contractors established in Italy, the provisions of the Contract constitute a request for VAT exemption, provided the Contractor includes the following statement in his invoice(s): “Operazione non imponibile ai sensi dell’articolo 72, comma 3) paragrafo 3 del D.P.R. n. 633 del 26/10/1972 come modificato da ultimo dal D.L. n. 323 del 20/06/1996 convertito in Legge n. 425 dell’8/8/1996”.]

ARTICLE I.6 – BANK ACCOUNT

Payments shall be made to the Contractor’s bank account denominated in euro⁴, identified as follows:

Name of bank: [complete]
Address of branch in full: [complete]
Exact designation of account holder: [complete]
Full account number including codes: [complete]
[IBAN code: [complete]]

ARTICLE I.7 – GENERAL ADMINISTRATIVE PROVISIONS

Any communication relating to the Contract or to its implementation shall be made in writing and shall bear the Contract and order or specific contract numbers. Ordinary mail shall be deemed to have been received by the Commission on the date on which it is registered by the department responsible indicated below. Communications shall be sent to the following addresses:

Commission:

European Commission
Directorate-General [complete]
[Directorate [complete]]
[Unit [complete]]
[Postcode and city]

Contractor:

⁴ Or local currency where the receiving country does not allow transactions in EUR.

Mr/Mrs/Ms [complete]
[Function]
[Company name]
[Official address in full]

ARTICLE I.8 – APPLICABLE LAW AND SETTLEMENT OF DISPUTES

- I.8.1** The Contract shall be governed by Union law complemented, where necessary, by the national substantive law of Belgium.
- I.8.2** Any dispute between the parties resulting from the interpretation or application of the Contract which cannot be settled amicably shall be brought before the courts of Belgium.

ARTICLE I.9 – DATA PROTECTION

Any personal data included in the Contract shall be processed pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. It shall be processed solely for the purposes of the performance, management and follow-up of the Contract by the entity acting as data controller within the Shared Resource Directorate MOVE/ENER without prejudice to possible transmission to internal audit services, to the Court of Auditors, to the Financial Irregularities Panel and/or to the European Anti-Fraud Office (OLAF) for the purposes of safeguarding the financial interests of the Union. The Contractor shall have the right of access to his personal data and the right to rectify any such data that is inaccurate or incomplete. Should the Contractor have any queries concerning the processing of his personal data, he shall address them to the entity acting as data controller within the Shared Resource Directorate MOVE/ENER. The Contractor shall have right of recourse at any time to the European Data Protection Supervisor.

ARTICLE I.10 – OTHER SPECIAL CONDITIONS

I.10.1 Payments:

No pre-financing will be issued for specific contracts with total amounts below 25.000 € (including travel and subsistence expenses).

I.10.2 Penalties:

In the event of failure to provide the services by the deadline set in the "specific contracts" or in due quality or form, financial penalties will be applied as follows:

1. In the event of late delivery:

A penalty will be applied using the following formula:

0.2% of the total value of the service X number of working days of delay.

The ceiling for the total amount of the penalty in the event of late delivery is 20% of the amount of the specific contract. These penalties will apply automatically without formal notice simply as a result of the delay.

2. In the event of inadequate quality of work:

In the event of rejection on grounds of the quality of the deliverables after presentation for the second time, the Commission may terminate the specific contract by a written notification and entrust the task to the second contractor on the list or, if necessary and according to the same procedure, the third contractor. In that event, the defaulting contractor will be required to reimburse any amount which he received under the specific contract.

I.10.3 Suspension of services:

If a contractor completes work with a delay in relation to the deadline stipulated in the specific contract which is damaging to the results of the action, and provided that this delay is not caused by the Commission, or if a contractor is found to have executed a specific contract inadequately in at least two respects, the Commission may automatically suspend, by registered letter, the award of the next three services to this contractor.

I.10.4. Legal autonomy of specific contract

In the event of the Contractor having a complaint against an Institution, in relation to the conclusion, execution or termination of orders or specific contracts, the Contractor remains bound to his obligations under the Framework contract and orders/specific contracts concluded with the other Institution. Without prejudice to Article I.8 of the Special Conditions, the Contractor expressly renounces hereby to compensate or suspend the execution of orders or specific contracts related to the other Institution.

II – GENERAL CONDITIONS

ARTICLE II.1 – PERFORMANCE OF THE CONTRACT

- II.1.1** The Contractor shall perform the Contract to the highest professional standards. The Contractor shall have sole responsibility for complying with any legal obligations incumbent on him, notably those resulting from employment, tax and social legislation.
- II.1.2** The Contractor shall have sole responsibility for taking the necessary steps to obtain any permit or licence required for performance of the Contract under the laws and regulations in force at the place where the tasks assigned to him are to be executed.
- II.1.3** Without prejudice to Article II.3 any reference made to the Contractor's staff in the Contract shall relate exclusively to individuals involved in the performance of the Contract.
- II.1.4** The Contractor must ensure that any staff performing the Contract have the professional qualifications and experience required for the execution of the tasks assigned to him.
- II.1.5** The Contractor shall neither represent the Commission nor behave in any way that would give such an impression. The Contractor shall inform third parties that he does not belong to the European public service.
- II.1.6** The Contractor shall have sole responsibility for the staff who executes the tasks assigned to him.

The Contractor shall make provision for the following employment or service relationships with his staff:

- staff executing the tasks assigned to the Contractor may not be given orders direct by the Commission;
 - the Commission may not under any circumstances be considered to be the staff's employer and the said staff shall undertake not to invoke in respect of the Commission any right arising from the contractual relationship between the Commission and the Contractor.
- II.1.7** In the event of disruption resulting from the action of a member of the Contractor's staff working on Commission premises or in the event of the expertise of a member of the Contractor's staff failing to correspond to the profile required by the Contract, the Contractor shall replace him without delay. The Commission shall have the right to request the replacement of any such member of staff, stating its reasons for so doing. Replacement staff must have the necessary qualifications and be capable of performing the Contract under the same contractual conditions. The Contractor shall be responsible for any delay in the execution of the tasks assigned to him resulting from the replacement of staff in accordance with this Article.
- II.1.8** Should any unforeseen event, action or omission directly or indirectly hamper execution of the tasks, either partially or totally, the Contractor shall immediately and on his own initiative record it and report it to the Commission. The report shall include a description of

the problem and an indication of the date on which it started and of the remedial action taken by the Contractor to ensure full compliance with his obligations under the Contract. In such event the Contractor shall give priority to solving the problem rather than determining liability.

- II.1.9** Should the Contractor fail to perform his obligations under the Contract in accordance with the provisions laid down therein, the Commission may - without prejudice to its right to terminate the Contract - reduce or recover payments in proportion to the scale of the failure. In addition, the Commission may impose penalties or liquidated damages provided for in Article II.16.

ARTICLE II.2 – LIABILITY

- II.2.1** The Commission shall not be liable for damage sustained by the Contractor in performance of the Contract except in the event of wilful misconduct or gross negligence on the part of the Commission.
- II.2.2** The Contractor shall be liable for any loss or damage caused by himself in performance of the Contract, including in the event of subcontracting under Article II.13. The Commission shall not be liable for any act or default on the part of the Contractor in performance of the Contract.
- II.2.3** The Contractor shall provide compensation in the event of any action, claim or proceeding brought against the Commission by a third party as a result of damage caused by the Contractor in performance of the Contract.
- II.2.4** In the event of any action brought by a third party against the Commission in connection with performance of the Contract, the Contractor shall assist the Commission. Expenditure incurred by the Contractor to this end may be borne by the Commission.
- II.2.5** The Contractor shall take out insurance against risks and damage relating to performance of the Contract if required by the relevant applicable legislation. He shall take out supplementary insurance as reasonably required by standard practice in the industry. A copy of all the relevant insurance contracts shall be sent to the Commission should it so request.

ARTICLE II.3 - CONFLICT OF INTERESTS

- II.3.1** The Contractor shall take all necessary measures to prevent any situation that could compromise the impartial and objective performance of the Contract. Such conflict of interests 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. Any conflict of interests which could arise during performance of the Contract must be notified to the Commission in writing without delay. In the event of such conflict, the Contractor shall immediately take all necessary steps to resolve it.

The Commission reserves the right to verify that such measures are adequate and may require additional measures to be taken, if necessary, within a time limit which it shall set. The Contractor shall ensure that his staff, board and directors are not placed in a situation

which could give rise to conflict of interests. Without prejudice to Article II.1 the Contractor shall replace, immediately and without compensation from the Commission, any member of his staff exposed to such a situation.

II.3.2 The Contractor shall abstain from any contact likely to compromise his independence.

II.3.3 The Contractor declares:

- that he has not made and will not make any offer of any type whatsoever from which an advantage can be derived under the Contract,
- that he 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, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to performance of the Contract.

II.3.4 The Contractor shall pass on all the relevant obligations in writing to his staff, board, and directors as well as to third parties involved in performance of the Contract. A copy of the instructions given and the undertakings made in this respect shall be sent to the Commission should it so request.

ARTICLE II.4 – INVOICING AND PAYMENTS

II.4.1 Pre-financing:

Where required by Article I.5.1, the Contractor shall provide a financial guarantee in the form of a bank guarantee or equivalent supplied by a bank or an authorised financial institution (guarantor) equal to the amount indicated in the same Article to cover pre-financing under the Contract. Such guarantee may be replaced by a joint and several guarantee by a third party.

The guarantor shall pay to the Commission at its request an amount corresponding to payments made by it to the Contractor which have not yet been covered by equivalent work on his part.

The guarantor shall stand as first-call guarantor and shall not require the Commission to have recourse against the principal debtor (the Contractor).

The guarantee shall specify that it enters into force at the latest on the date on which the Contractor receives the pre-financing. The Commission shall release the guarantor from its obligations as soon as the Contractor has demonstrated that any pre-financing has been covered by equivalent work. The guarantee shall be retained until the pre-financing has been deducted from interim payments or payment of the balance to the Contractor. It shall be released the following month. The cost of providing such guarantee shall be borne by the Contractor.

II.4.2 Interim payment:

At the end of each of the periods indicated in Annex I the Contractor shall submit to the Commission a formal request for payment accompanied by those of the following documents which are provided for in the Special Conditions:

- an interim technical report in accordance with the instructions laid down in Annex 1 of the specific contract;
- the relevant invoices indicating the reference number of the Contract and of the order or specific contract to which they refer;
- statements of reimbursable expenses in accordance with Article II.7.

If the report is a condition for payment, on receipt the Commission shall have the period of time indicated in the Special Conditions in which:

- to approve it, with or without comments or reservations, or suspend such period and request additional information; or
- to reject it and request a new report.

If the Commission does not react within this period, the report shall be deemed to have been approved. Approval of the report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations or information enclosed.

Where the Commission requests a new report because the one previously submitted has been rejected, this shall be submitted within the period of time indicated in the Special Conditions. The new report shall likewise be subject to the above provisions.

II.4.3 Payment of the balance:

Within sixty days of completion of the tasks referred to in each order or specific contract, the Contractor shall submit to the Commission a formal request for payment accompanied by those of the following documents, which are provided for in the Special Conditions:

- a final technical report in accordance with the instructions laid down in Annex 1 of the specific contract;
- the relevant invoices indicating the reference number of the Contract and of the order or specific contract to which they refer;
- statements of reimbursable expenses in accordance with Article II.7.

If the report is a condition for payment, on receipt the Commission shall have the period of time indicated in the Special Conditions in which:

- to approve it, with or without comments or reservations, or suspend such period and request additional information; or
- to reject it and request a new report.

If the Commission does not react within this period, the report shall be deemed to have been approved. Approval of the report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations and information enclosed.

Where the Commission requests a new report because the one previously submitted has been rejected, this shall be submitted within the period of time indicated in the Special Conditions. The new report shall likewise be subject to the above provisions.

ARTICLE II.5 – GENERAL PROVISIONS CONCERNING PAYMENTS

II.5.1 Payments shall be deemed to have been made on the date on which the Commission's account is debited.

II.5.2 The payment periods referred to in Article I.5 may be suspended by the Commission at any time if it informs the Contractor that his payment request is not admissible, either because the amount is not due or because the necessary supporting documents have not been properly produced. In case of doubt on the eligibility of the expenditure indicated in the payment request, the Commission may suspend the time limit for payment for the purpose of further verification, including an on-the-spot check, in order to ascertain, prior to payment, that the expenditure is eligible.

The Commission shall notify the Contractor accordingly by registered letter with acknowledgment of receipt or equivalent. Suspension shall take effect from the date of dispatch of the letter. The remainder of the period referred to in Article I.5 shall begin to run again once the suspension has been lifted.

II.5.3 In the event of late payment the Contractor shall be entitled to interest, provided the calculated interest exceeds EUR 200. In case interest does not exceed EUR 200, the Contractor may claim interest within two months of receiving the payment. Interest shall be calculated at the rate applied by the European Central Bank to its most recent main refinancing operations (“*the reference rate*”) plus seven percentage points (“*the margin*”). The reference rate in force on the first day of the month in which the payment is due shall apply. Such interest rate is published in the C series of the Official Journal of the European Union. Interest shall be payable for the period elapsing from the calendar day following expiry of the time limit for payment up to the day of payment. Suspension of payment by the Commission may not be deemed to constitute late payment.

ARTICLE II.6 – RECOVERY

II.6.1 If total payments made exceed the amount actually due or if recovery is justified in accordance with the terms of the Contract, the Contractor shall reimburse the appropriate amount in euro on receipt of the debit note, in the manner and within the time limits set by the Commission.

II.6.2 In the event of failure to pay by the deadline specified in the request for reimbursement, the sum due shall bear interest at the rate indicated in Article II.5.3. Interest shall be payable from the calendar day following the due date up to the calendar day on which the debt is repaid in full.

II.6.3 In the event of failure to pay by the deadline specified in the request for reimbursement, the Commission may, after informing the Contractor, recover amounts established as certain, of a fixed amount and due by offsetting, in cases where the Contractor also has a claim on the Union that is certain, of a fixed amount and due. The Commission may also claim against the guarantee, where provided for.

ARTICLE II.7 – REIMBURSEMENTS

- II.7.1** Where provided by the Special Conditions or by Annex I, the Commission shall reimburse the expenses that are directly connected with execution of the tasks on production of original supporting documents, including receipts and used tickets.
- II.7.2** Travel and subsistence expenses shall be reimbursed, where appropriate, on the basis of the shortest itinerary.
- II.7.3** Travel expenses shall be reimbursed as follows:
- a) travel by air shall be reimbursed up to the maximum cost of an economy class ticket at the time of the reservation;
 - b) travel by boat or rail shall be reimbursed up to the maximum cost of a first class ticket;
 - c) travel by car shall be reimbursed at the rate of one first class rail ticket for the same journey and on the same day;
 - d) travel outside Union territory shall be reimbursed under the general conditions stated above provided the Commission has given its prior written agreement.
- II.7.4** Subsistence expenses shall be reimbursed on the basis of a daily allowance as follows:
- a) for journeys of less than 200 km (return trip) no subsistence allowance shall be payable;
 - b) daily subsistence allowance shall be payable only on receipt of a supporting document proving that the person concerned was present at the place of destination;
 - c) daily subsistence allowance shall take the form of a flat-rate payment to cover all subsistence expenses, including accommodation, meals, local transport, insurance and sundries;
 - d) daily subsistence allowance, where applicable, shall be reimbursed at the rate specified in Article I.3.
- II.7.5** The cost of shipment of equipment or unaccompanied luggage shall be reimbursed provided the Commission has given prior written authorisation.

ARTICLE II.8 – OWNERSHIP OF THE RESULTS - INTELLECTUAL AND INDUSTRIAL PROPERTY

Any results or rights thereon, including copyright and other intellectual or industrial property rights, obtained in performance of the Contract, shall be owned solely by the Union, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation, except where industrial or intellectual property rights exist prior to the Contract being entered into.

ARTICLE II.9 – CONFIDENTIALITY

- II.9.1.** The Contractor undertakes to treat in the strictest confidence and not make use of or divulge to third parties any information or documents which are linked to performance of the Contract. The Contractor shall continue to be bound by this undertaking after completion of the tasks.
- II.9.2.** The Contractor shall obtain from each member of his staff, board and directors an undertaking that they will respect the confidentiality of any information which is linked, directly or indirectly, to execution of the tasks and that they will not divulge to third parties or use for their own benefit or that of any third party any document or information not available publicly, even after completion of the tasks.

ARTICLE II.10 – USE, DISTRIBUTION AND PUBLICATION OF INFORMATION

- II.10.1** The Contractor shall authorise the Commission to process, use, distribute and publish, for whatever purpose, by whatever means and on whatever medium, any data contained in or relating to the Contract, in particular the identity of the Contractor, the subject matter, the duration, the amount paid and the reports. Where personal data is concerned, Article I.9 shall apply.
- II.10.2** Unless otherwise provided by the Special Conditions, the Commission shall not be required to distribute or publish documents or information supplied in performance of the Contract. If it decides not to publish the documents or information supplied, the Contractor may not have them distributed or published elsewhere without prior written authorisation from the Commission.
- II.10.3** Any distribution or publication of information relating to the Contract by the Contractor shall require prior written authorisation from the Commission and shall mention the amount paid by the Union. It shall state that the opinions expressed are those of the Contractor only and do not represent the Commission's official position.
- II.10.4** The use of information obtained by the Contractor in the course of the Contract for purposes other than its performance shall be forbidden, unless the Commission has specifically given prior written authorisation to the contrary.

ARTICLE II.11 – TAXATION

- II.11.1** The Contractor shall have sole responsibility for compliance with the tax laws which apply to him. Failure to comply shall make the relevant invoices invalid.
- II.11.2** The Contractor recognises that the Commission is, as a rule, exempt from all taxes and duties, including value added tax (VAT), pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union.
- II.11.3** The Contractor shall accordingly complete the necessary formalities with the relevant authorities to ensure that the goods and services required for performance of the Contract are exempt from taxes and duties, including VAT.

- II.11.4** Invoices presented by the Contractor shall indicate his place of taxation for VAT purposes and shall specify separately the amounts not including VAT and the amounts including VAT.

ARTICLE II.12 – FORCE MAJEURE

- II.12.1** Force majeure shall mean any unforeseeable and exceptional situation or event beyond the control of the contracting parties which prevents either of them from performing any of their obligations under the Contract, was not due to error or negligence on their part or on the part of a subcontractor, and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making it available, labour disputes, strikes or financial problems cannot be invoked as force majeure unless they stem directly from a relevant case of force majeure.
- II.12.2** Without prejudice to the provisions of Article II.1.8, if either contracting party is faced with force majeure, it shall notify the other party without delay by registered letter with acknowledgment of receipt or equivalent, stating the nature, likely duration and foreseeable effects.
- II.12.3** Neither contracting party shall be held in breach of its contractual obligations if it has been prevented from performing them by force majeure. Where the Contractor is unable to perform his contractual obligations owing to force majeure, he shall have the right to remuneration only for tasks actually executed.
- II.12.4** The contracting parties shall take the necessary measures to reduce damage to a minimum.

ARTICLE II.13 – SUBCONTRACTING

- II.13.1** The Contractor shall not subcontract without prior written authorisation from the Commission nor cause the Contract to be performed in fact by third parties.
- II.13.2** Even where the Commission authorises the Contractor to subcontract to third parties, he shall none the less remain bound by his obligations to the Commission under the Contract and shall bear exclusive liability for proper performance of the Contract.
- II.13.3** The Contractor shall make sure that the subcontract does not affect rights and guarantees to which the Commission is entitled by virtue of the Contract, notably Article II.17.

ARTICLE II.14 – ASSIGNMENT

- II.14.1** The Contractor shall not assign the rights and obligations arising from the Contract, in whole or in part, without prior written authorisation from the Commission.
- II.14.2** In the absence of the authorisation referred to in 1 above, or in the event of failure to observe the terms thereof, assignment by the Contractor shall not be enforceable against and shall have no effect on the Commission.

ARTICLE II.15 – TERMINATION BY THE COMMISSION

II.15.1 The Commission may terminate the Contract, a pending order or a specific contract in the following circumstances:

- (a) where the Contractor is being wound up, is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) where the Contractor has been convicted of an offence concerning his professional conduct by a judgment which has the force of *res judicata*;
- (c) where the Contractor has been guilty of grave professional misconduct proven by any means which the Commission can justify;
- (d) where the Contractor has 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 he is established or with those of the country applicable to the Contract or those of the country where the Contract is to be performed;
- (e) where the Commission seriously suspects the Contractor of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Union's financial interests;
- (f) where the Contractor is in breach of his obligations under Article II.3;
- (g) where the Contractor was guilty of misrepresentation in supplying the information required by the Commission as a condition of participation in the Contract procedure or failed to supply this information;
- (h) where a change in the Contractor's legal, financial, technical or organisational situation could, in the Commission's opinion, have a significant effect on the performance of the Contract;
- (i) where execution of the tasks under a pending order or a specific contract has not actually commenced within fifteen days of the date foreseen, and the new date proposed, if any, is considered unacceptable by the Commission;
- (j) where the Contractor is unable, through his own fault, to obtain any permit or licence required for performance of the Contract;
- (k) where the Contractor, after receiving formal notice in writing to comply, specifying the nature of the alleged failure, and after being given the opportunity to remedy the failure within a reasonable period following receipt of the formal notice, remains in serious breach of his contractual obligations.

II.15.2 In case of force majeure, notified in accordance with Article II.12, either contracting party may terminate the Contract, where performance thereof cannot be ensured for a period corresponding to at least to one fifth of the period laid down in Article I.2.3.

II.15.3 Prior to termination under point e), h) or k), the Contractor shall be given the opportunity to submit his observations.

Termination shall take effect on the date on which a registered letter with acknowledgment of receipt terminating the Contract is received by the Contractor, or on any other date indicated in the letter of termination.

II.15.4 Consequences of termination:

In the event of the Commission terminating the Contract or a pending order or specific contract in accordance with this Article and without prejudice to any other measures provided for in the Contract, the Contractor shall waive any claim for consequential damages, including any loss of anticipated profits for uncompleted work. On receipt of the letter terminating the Contract, the Contractor shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce his commitments. He shall draw up the documents required by the Special Conditions for the tasks executed up to the date on which termination takes effect, within a period not exceeding sixty days from that date.

The Commission may claim compensation for any damage suffered and recover any sums paid to the Contractor under the Contract.

On termination the Commission may engage any other contractor to execute or complete the services. The Commission shall be entitled to claim from the Contractor all extra costs incurred in doing so, without prejudice to any other rights or guarantees enforceable under the Contract.

ARTICLE II.16 – LIQUIDATED DAMAGES

Should the Contractor fail to perform his obligations under the Contract within the time limits set by the Contract, then, without prejudice to the Contractor's actual or potential liability incurred in relation to the Contract or to the Commission's right to terminate the Contract, the Commission may decide to impose liquidated damages of 0.2% of the amount of the relevant purchase per calendar day of delay. The Contractor may submit arguments against this decision within thirty days of notification by registered letter with acknowledgement of receipt or equivalent. In the absence of reaction on his part or of written withdrawal by the Commission within thirty days of the receipt of such arguments, the decision imposing the liquidated damages shall become enforceable. These liquidated damages shall not be imposed where there is provision for interest for late completion. The Commission and the Contractor expressly acknowledge and agree that any sums payable under this Article are in the nature of liquidated damages and not penalties, and represent a reasonable estimate of fair compensation for the losses that may be reasonably anticipated from such failure to perform obligations.

ARTICLE II.17 – CHECKS AND AUDITS

- II.17.1** Pursuant to Article 142 of the Financial Regulation applicable to the general budget of the Union, the Court of Auditors shall be empowered to audit the documents held by the natural or legal persons receiving payments from the budget of the Union from signature of the Contract up to five years after payment of the balance of the last implementation.
- II.17.2** The Commission or an outside body of its choice shall have the same rights as the Court of Auditors for the purpose of checks and audits limited to compliance with contractual obligations from signature of the Contract up to five years after payment of the balance of the last implementation.
- II.17.3** In addition, the European Anti-Fraud Office may carry out on-the-spot checks and inspections in accordance with Council Regulation (Euratom, EC) No 2185/96 and Parliament and Council Regulation (EC) No 1073/1999 from signature of the Contract up to five years after payment of the balance of the last implementation.

ARTICLE II.18 – AMENDMENTS

Any amendment to the Contract shall be the subject of a written agreement concluded by the contracting parties. An oral agreement shall not be binding on the contracting parties. An order or a specific contract may not be deemed to constitute an amendment to the Contract.

ARTICLE II.19 – SUSPENSION OF THE CONTRACT

Without prejudice to the Commission's right to terminate the Contract, the Commission may at any time and for any reason suspend execution of the Contract, pending orders or specific contracts or any part thereof. Suspension shall take effect on the day the Contractor receives notification by registered letter with acknowledgment of receipt or equivalent, or at a later date where the notification so provides. The Commission may at any time following suspension give notice to the Contractor to resume the work suspended. The Contractor shall not be entitled to claim compensation on account of suspension of the Contract, of the orders or specific contracts, or of part thereof.

SIGNATURES

For the Contractor,
[Company name/forename/surname/function]

For the Commission,
[forename/surname/function]

signature[s]: _____

signature[s]: _____

Done at [Brussels], [date]
In duplicate in English.

Done at [Brussels], [date]

ANNEX I
(to the framework service contract)

TENDER SPECIFICATIONS AND MONITORING

ANNEX II
(to the framework service contract)

CONTRACTOR'S TENDER (NO [COMPLETE] OF [COMPLETE])

ANNEX III
(to the framework service contract)

SPECIFIC CONTRACT NO. [complete]

The European Union (hereinafter referred to as "the Union"), represented by the European Commission (hereinafter referred to as "the Commission"), which is represented for the purposes of the signature of this contract by Mr/Ms [complete], Director in the Directorate-General for [complete], Directorate [complete]/ Director of [complete],

of the one part,

and

[official name in full]

[*official legal form* (Delete if contractor is a natural person or a body governed by public law.)]

[*statutory registration number* Delete if contractor is a body governed by public law. For natural persons, indicate the number of their identity card or, failing that, of their passport or equivalent

[official address in full]

[*VAT registration number*]

(hereinafter referred to as "the Contractor"), represented for the purposes of the signature of this contract by [name in full and function,]

of the other part,

HAVE AGREED

ARTICLE I.1 – SUBJECT

- I.1.1** This specific contract implements Framework Contract No [complete] signed by the Commission and the Contractor on [complete date] [*and renewed on complete date*].
- I.1.2** The subject of this specific contract is [short description of subject]. [*This specific contract relates to lot [complete] of the Framework Contract.*]
- I.1.3** The Contractor undertakes, on the terms set out in the Framework Contract and in this specific contract and the annex[es] thereto, which form an integral part thereof, to perform the following tasks [:] [*specified in Annex [complete].*]

ARTICLE I.2 – DURATION

- I.2.1 This specific contract shall enter into force on the date on which it is signed by the last contracting party.
- I.2.2 The duration of the tasks shall not exceed [days/months]. Execution of the tasks shall start from date of entry into force of this specific contract. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

ARTICLE I.3: REPORTS AND DOCUMENTS

- I.3.1 The tasks carried out by the Contractor in performance of this contract shall be subject of reports drawn up in accordance with Annex 1.

ARTICLE I.4: ACCEPTANCE OF WORK

- I.4.1 As soon as the services have been performed, the Commission shall issue an acceptance report indicating the date of acceptance and any reservations regarding the services performed.
- I.4.2 If the documents submitted contain errors, the Commission shall notify the Contractor in writing of the problems discovered and request him to submit a corrected version.

ARTICLE I.5 – PRICE

- I.5.1 The total amount to be paid by the Commission under this specific contract shall be EUR [amount in figures and in words] covering all tasks executed.
- I.5.2 In addition to the price [*no reimbursable costs are foreseen*][*costs up the an amount of EUR ... will be reimbursed according to the provisions of the Framework contract*]

[For Contractors established in Belgium, the provisions of this contract constitute a request for VAT exemption No 450, provided the Contractor includes the following statement in his invoice(s): “Exonération de la TVA, article 42, paragraphe 3.3 du code de la TVA” or an equivalent statement in the Dutch or German language.]

ARTICLE I.6 – PAYMENTS

Any request for payment relating to the performance of the present contract shall be sent to the following address:

European Commission
Directorate-General for [complete] / Director of [complete]
.....
.....
B - 1049 Brussels

ARTICLE I.7: ADMINISTRATIVE PROVISIONS

I.7.1 The persons responsible for implementing this contract are:

For the Commission:

- Administrative questions: [name, function, department, address]
- Technical questions: [name, function, department, address]

For the Contractor:

- Administrative questions: [name, function, department, address]
- Technical questions: [name, function, department, address]

I.7.2 All correspondence arising out of this specific contract shall be in writing and shall be sent to the persons responsible.

ARTICLE I.8 – ANNEXES

The following documents are annexed to and form an integral part of this specific contract:

Annex 1 – Specification of tasks

Annex 2 – Contractor's specific offer

SIGNATURES

For the Contractor,
[Company name/forename/surname/function]

For the Commission,
[forename/surname/function]

signature[s]: _____

signature[s]:_____

Done at [Brussels], [date]

Done at [Brussels], [date]

In duplicate in [English].

ANNEX IV
(to the framework service contract)

DAILY ALLOWANCES FOR THE MEMBER STATES OF THE EUROPEAN UNION:

DESTINATION		Indemnité Journalière en EUR Daily allowance in EUR	Plafond des frais d'hébergement (hôtel) en EUR Maximum hotel price in EUR
FR	EN		
Allemagne	Germany	93	115
Autriche	Austria	95	130
Belgique	Belgium	92	140
Bulgarie	Bulgaria	58	169
Chypre	Cyprus	93	145
Danemark	Denmark	120	150
Espagne	Spain	87	125
Estonie	Estonia	71	110
Finlande	Finland	104	140
France	France	95	150
Grèce	Greece	82	140
Hongrie	Hungary	72	150
Irlande	Ireland	104	150
Italie	Italy	95	135
Lettonie	Latvia	66	145
Lituanie	Lithuania	68	115
Luxembourg	Luxembourg	92	145
Malte	Malta	90	115
Pays-Bas	Netherlands	93	170
Pologne	Poland	72	145
Portugal	Portugal	84	120
République tchèque	Czech Republic	75	155
Roumanie	Romania	52	170
Royaume-Uni	United Kingdom	101	175
Slovaquie	Slovakia	80	125
Slovénie	Slovenia	70	110
Suède	Sweden	97	160

DAILY SUBSISTENCE ALLOWANCES FOR COUNTRIES OUTSIDE THE EUROPEAN UNION (IN EURO):

DESTINATION		Indemnité Journalière	Plafond Hôtel Maximum hotel price
FR	EN	Daily allowance €	€
Afghanistan	Afghanistan	50	75
Afrique du Sud	South Africa	50	145
Albanie	Albania	50	160
Algérie	Algeria	85	85
Andorre*	Andorra*	68,89	126,57
Angola	Angola	105	175
Anguilla	Anguilla	75	140
Antigua et Barbuda	Antigua and Barbuda	85	140
Antilles néerlandaises	Netherlands Antilles	90	185
Arabie Saoudite	Saudi Arabia	85	195
Argentine	Argentina	75	210
Arménie	Armenia	70	210
Aruba	Aruba	80	185
Australie	Australia	75	135
Azerbaïdjan	Azerbaijan	70	200
Bahamas	Bahamas	75	115
Bahreïn	Bahrain	80	195
Bangladesh	Bangladesh	50	140
Barbade	Barbados	75	140
Belarus	Belarus	90	135
Belize	Belize	50	135
Bénin	Benin	50	100
Bermudes	Bermuda	70	140
Bhoutan	Bhutan	50	130
Bolivie	Bolivia	50	100
Bonaire	Bonaire	90	185
Bosnie Herzégovine	Bosnia and Herzegovina	65	135
Botswana	Botswana	50	135
Brésil	Brazil	65	180
Brunei	Brunei	60	165
Burkina Faso	Burkina Faso	55	90
Burundi	Burundi	50	115
Caimans, îles	Cayman Islands	60	135
Cambodge	Cambodia	50	115
Cameroun	Cameroon	55	105
Canada	Canada	65	165
Cap-Vert	Cape Verde	50	75

Centrafricaine, Rép	Central African Republic	60	80
Chili	Chile	70	175
Chine	China	55	155
Chypre	Cyprus	50	110
Cisjordanie et Bande de Gaza	West Bank and Gaza Strip	60	110
Colombie	Colombia	50	120
Comores	Comoros	50	85
Congo (Rép. Dém. du)	Congo, Dem. Rep.	105	140
Congo (Rép. du)	Congo	70	115
Cook, îles	Cook Islands	50	135
Corée (Nord), R.P.D.	D.P.R of Korea	50	180
Corée (Sud), Rép. de	Republic of Korea	100	200
Costa Rica	Costa Rica	50	140
Côte d'Ivoire	Côte d'Ivoire	60	130
Croatie	Croatia	60	120
Cuba	Cuba	75	150
Djibouti	Djibouti	65	170
Dominicaine, Rép.	Dominican Republic	60	170
Dominique	Dominica	75	140
Egypte	Egypt	65	140
El Salvador	El Salvador	55	125
Emirats arabes Unis	United Arab Emirates	70	195
Equateur	Ecuador	50	140
Erythrée	Eritrea	50	80
Estonie	Estonia	70	120
Etats-Unis d'Amérique (Autres)	USA (others)	80	200
Etats-Unis d'Amérique (New York)	USA (New York)	100	275
Ethiopie	Ethiopia	50	145
Fidji	Fiji	50	120
Gabon	Gabon	75	115
Gambie	Gambia	50	120
Géorgie	Georgia	80	215
Ghana	Ghana	70	140
Grenade	Grenada	75	140
Guadeloupe	Guadeloupe	65	115
Guam	Guam	60	135
Guatemala	Guatemala	50	125
Guinée équatoriale	Equatorial Guinea	60	85
Guinée, Rép. de	Guinea	50	135
Guinée-Bissau	Guinea-Bissau	50	90
Guyane	Guyana	50	160
Guyane Française	French Guiana	55	140

Haïti	Haiti	65	125
Honduras	Honduras	50	125
Hong Kong	Hong Kong	60	205
Inde	India	50	195
Indonésie	Indonesia	50	145
Indonésie - Timor oriental	Indonesia - East Timor	50	110
Iran, Rép islam	Iran	55	145
Iraq	Iraq	60	85
Islande	Iceland	85	160
Israël	Israel	105	210
Jamaïque	Jamaica	60	170
Japon	Japan	130	275
Jordanie	Jordan	60	135
Kazakhstan	Kazakhstan	70	175
Kenya	Kenya	60	165
Kirghizistan	Kyrgyzstan	75	180
Kiribati	Kiribati	60	145
Koweït	Kuwait	85	195
Laos	Lao, People's Dem. Rep.	50	145
Lesotho	Lesotho	50	100
Liban	Lebanon	70	190
Liberia	Liberia	85	150
Libye, Jamahiriya ar.	Libyan Arab Jamahiriya	50	175
Liechtenstein	Liechtenstein	80	95
Macao	Macao	55	95
Macédoine (ARY)	TFYR of Macedonia	50	160
Madagascar	Madagascar	50	105
Malaisie	Malaysia	50	200
Malawi	Malawi	50	165
Maldives	Maldives	50	135
Mali	Mali	60	95
Mariannes du Nord, îles	Northern Mariana Islands	70	135
Maroc	Morocco	75	130
Marshall, îles	Marshall Islands	50	135
Martinique	Martinique	70	110
Maurice, Rép.	Mauritius	60	140
Mauritanie	Mauritania	50	75
Mayotte	Mayotte	50	110
Mexique	Mexico	70	185
Micronésie	Micronesia	55	135
Moldova	Republic of Moldova	80	170
Monaco*	Monaco*	72,58	97,27

Mongolie	Mongolia	70	90
Montserrat	Montserrat	55	140
Mozambique	Mozambique	60	140
Myanmar	Myanmar	50	75
Namibie	Namibia	50	85
Nauru	Nauru	50	135
Népal	Nepal	50	135
Nicaragua	Nicaragua	50	135
Niger	Niger	50	75
Nigeria	Nigeria	50	185
Niue	Niue	50	135
Norvège	Norway	80	140
Nouvelle-Calédonie	New Caledonia	55	135
Nouvelle-Zélande	New Zealand	60	125
Oman	Oman	70	135
Ouganda	Uganda	55	180
Ouzbékistan	Uzbekistan	75	155
Pakistan	Pakistan	50	130
Palau	Palau, Republic of	50	135
Panama	Panama	50	160
Papouasie Nouvelle Guinée	Papua New Guinea	55	135
Paraguay	Paraguay	50	140
Pérou	Peru	75	135
Philippines	Philippines	60	150
Polynésie française	French Polynesia	60	135
Puerto Rico	Puerto Rico	65	140
Qatar	Qatar	65	135
Réunion	Reunion	60	90
Russie	Russian Federation	90	275
Rwanda	Rwanda	65	160
Saint Kitts et Nevis	Saint Kitts and Nevis	85	185
Sainte-Lucie	Saint Lucia	75	140
Saint Marin*	San Marino*	60,34	114,33
Saint-Vincent et les Grenadines	St. Vincent and the Grena.	75	190
Salomon, îles	Solomon Islands	50	120
Samoa	Samoa	50	135
Samoa Américaines	American Samoa	70	135
São Tome et Principe	Sao Tome & Principe	60	95
Sénégal	Senegal	65	135
Seychelles	Seychelles	85	140
Sierra Leone	Sierra Leone	55	135
Singapour	Singapore	75	150

Somalie	Somalia	50	125
Soudan	Sudan	55	215
Sri Lanka	Sri Lanka	50	105
St Marteen	St Marteen	90	185
Suisse	Switzerland	80	140
Suriname	Suriname	55	125
Swaziland	Swaziland	50	90
Syrie	Syrian Arab Republic	80	145
Tadjikistan	Tajikistan	75	110
Taiwan, Prov de Chine	Taiwan	55	200
Tanzanie	Tanzania, United Rep. of	50	200
Tchad	Chad	65	145
Thaïlande	Thailand	60	145
Timor oriental	East Timor	50	110
Togo	Togo	60	95
Tokelau, îles	Tokelau Islands	50	135
Tonga	Tonga	50	105
Trinité et Tobago	Trinidad and Tobago	60	115
Tunisie	Tunisia	60	85
Turkménistan	Turkmenistan	80	150
Turks et Caicos, îles	Turks and Caicos Island	55	135
Turquie	Turkey	55	165
Tuvalu	Tuvalu	50	135
Ukraine	Ukraine	80	190
Uruguay	Uruguay	55	160
Vanuatu	Vanuatu	60	110
Vatican*	Vatican*	60,34	114,33
Venezuela	Venezuela	85	125
Vierges, îles (Etats-Unis)	Virgin Islands (USA)	55	140
Vierges, îles (Grande-Bretagne)	Virgin Islands (UK)	75	140
Viêt-Nam	Viet Nam	50	205
Wallis et Futuna îles	Wallis & Futuna Islands	50	135
Yémen	Republic of Yemen	60	165
Yougoslavie, Rép. Féd. (Serbie et Monténégro)	Yugoslavia	80	140
Zambie	Zambia	50	135
Zimbabwe	Zimbabwe	50	115
Autres pays	Other country	60	145

- * rallié géographiquement aux pays correspondants :
geographically linked to the following countries:
- Andorre/Andorra : Espagne/Spain
 - Monaco : France
 - Saint Marin/San Marino : Italie/Italy
 - Vatican : Italie/Italy

Calcul

Le calcul des **Indemnités journalières (I J)** se fait selon les règles suivantes:

Durée du déplacement:

- inférieure ou égale à 6 heures: frais réels (sur présentation des pièces justificatives).
- plus de 6 heures à 12 heures inclus: 0,5 I J.
- plus de 12 heures à 24 heures inclus: 1 I J.
- plus de 24 heures à 36 heures inclus: 1,5 I J.
- plus de 36 heures à 48 heures inclus: 2 I J.
- plus de 48 heures à 60 heures inclus: 2,5 I J, etc....

Calculation

Daily subsistence allowances are to be calculated as follows:

Length of mission:

- six hours or less: reimbursement of actual expenses (on production of supporting documents);
- more than six hours but not more than twelve hours: half the daily allowance;
- more than twelve hours, but not more than twenty-four hours: the daily allowance;
- more than twenty-four hours but not more than thirty-six hours: one and a half times the daily allowance;
- more than thirty-six hours but not more than forty-eight hours: twice the daily allowance;
- more than forty-eight hours but not more than sixty hours: two and a half times the daily allowance, and so on.

PRICE SCHEDULE**LOT 1 — Information products, multimedia design and interactive web services**

Company : _____

Date : _____

- The tenderer must complete the price schedule in its entirety for the services concerned. Prices must be stated in EUR, excluding VAT. Please give only one amount per box.
- The tenderer is free to mention separately the unit price of any other category of staff or equipment not indicated, which is considered useful for carrying out the requested tasks. This could be for example by means of an additional price schedule. However, it should be noted, that this additional information will not be included in calculating the financial value of the offer. In addition, the Commission reserves itself the right to accept or refuse all or parts of these additions before the contract is concluded.
- The amounts stated in the price schedule, weighted by importance according to a variable factor from 1 (least important/frequent) to 3 (most important/frequent), will be taken into account for the calculation of the financial value of the offer (see IV.3.B of the tender specifications).
- The tariffs given in the price schedules will be flat-rate and will include all overheads and all charges related to carrying out the provision of services, with the exception of travel and subsistence expenses which, if necessary, will be refunded according to the rules relating to the reimbursement of expenses (annex IV of the draft framework service contract "Daily allowances").
- In the specific case of technologies not yet foreseeable or available, in particular in the field of IT or multimedia, the Commission may, at a future date, ask the contractor for additional products or services, which the contractor must propose at the most favourable market price. In these cases, the contractor will propose a price corresponding to the schedule structure and price level. This proposal will be subject to agreement by the Commission.
- Unless otherwise stated, all prices must include delivery of the products to the Commission in Brussels or Luxembourg.

PRICE SCHEDULE		
Description	Unit price (EUR)	WF (weighting factor)
Staff		
Senior communication adviser	/person/day	2
Project manager / coordinator	/person/day	3
Junior project manager	/person/day	3
Assistant	/person/day	3
Senior journalist / editor (specialist)	/person/day	2
Artistic adviser / art director	/person/day	3
Graphic designer / illustrator	/person/day	3
Photographer	/person/day	2
Analyst-Designer	/person/day	2

Search engine optimisation (SEO) specialist	/person/day	2
Developer	/person/day	2
Web editor	/person/day	3
Information architect	/person/day	3
Web designer	/person/day	3
Web content encoder	/person/day	3
Database administrator	/person/day	1
Webmaster (when hosting sites outside the Europa server)	/person/day	1
Standard services		
Conception of information products	/person/day	3
Research and information gathering, carrying out interviews	/person/day	2
Drafting texts	/page (1 500 characters/page) ⁵	3
Rewriting (substantial editing) of texts	/page (1 500 characters/page)	2
Sub-editing, proof-reading	/page (1 500 characters/page)	1
Search for images and illustrations	/person/day	3
Run and update an image library	/person/day	2
Hosting of website	/month	1
Domain name search and registration	/domain name	2
Linguistic services		
Translations (see list of languages below)		
Rewriting (substantial editing) of translations	/page (1 500 characters/page)	2
Sub-editing, proof-reading of translations	/page (1 500 characters/page)	1
Translation — price per page of source text (1 500 characters without spaces), including a revision by a linguistic reviser		
Source language	EN – English	FR – French
Target language	WF (weighting factor)	WF (weighting factor)
BG – Bulgarian	1	1
ES – Spanish	2	2
CS – Czech	1	1
DA – Danish	1	1
DE – German	3	3
ET – Estonian	1	1
EL – Greek	1	1
EN – English	—	3
FR – French	3	—
GA – Irish	1	1
HR – Croatian	1	1
IT – Italian	2	2
LV – Latvian	1	1
LT – Lithuanian	1	1
HU – Hungarian	1	1
MT – Maltese	1	1
NL – Dutch	1	1
PL – Polish	2	2
PT – Portuguese	1	1
RO – Romanian	1	1
SK – Slovakian	1	1
SL – Slovene	1	1

⁵ Without spaces.

FI – Finnish	1	1
SV – Swedish	1	1
HR – Croatian	1	1
IS – Icelandic	1	1
MK – Macedonian	1	1
TR – Turkish	1	1
RU – Russian	1	1
Other languages	1	1

Producing a dummy		
21 x 10 format	/page	1
21 x 21 format	/page	2
C5 format	/page	1
B5 format	/page	1
A6 format	/page	1
A5 format	/page	2
A4 format	/page	3
A3 format	/page	1
A2 format	/page	1
A1 format	/page	2
A0 format	/page	1

Page layout from digital media (text and illustrations)		
Cover page / panel		
21 x 10 format	/page	1
21 x 21 format	/page	2
C5 format	/page	1
B5 format	/page	1
A6 format	/page	1
A5 format	/page	2
A4 format	/page	3
A3 format	/page	1
A2 format	/page	1
A1 format	/page	2
A0 format	/page	1
Simple inside page (text with simple charts and tables)		
21 x 10 format	/page	1
21 x 21 format	/page	2
C5 format	/page	1
B5 format	/page	1
A6 format	/page	1
A5 format	/page	2
A4 format	/page	3
A3 format	/page	1

Complex inside page (text with illustrations and images)		
21 x 10 format	/page	1
21 x 21 format	/page	2
C5 format	/page	1
B5 format	/page	1
A6 format	/page	1
A5 format	/page	2
A4 format	/page	3
A3 format	/page	1
Colour proof (Iris, digital, dye sublimation or similar)		
21 x 10 format	/proof	1
21 x 21 format	/proof	2
C5 format	/proof	1
B5 format	/proof	1
A6 format	/proof	1
A5 format	/proof	2
A4 format	/proof	3
A3 format	/proof	1
A2 format	/proof	1
A1 format	/proof	1
A0 format	/proof	1
Dispatch of proofs to Luxembourg (Publications Office) by express courier		
21 x 10 to A4 format	/proof	1
A3 to A0 format	/proof	1
Producing illustrations		
Black and white – simple	/illustration	1
Colour – simple	/illustration	2
Colour – more complex, 3D	/illustration	3
Colour – highly complex (organisation chart, cartoon, geographical map, etc.)	/illustration	3
Adapting a publication for digital media		
Converting a publication to a low-resolution pdf file	/page	3
Converting a publication to a press-optimised pdf file	/page	3
Converting a publication to a web-optimised pdf file	/page	3
Converting a publication to an html file	/page	2
Storing a publication on CD-Rom/DVD and creating an index file	/page	3
Burn a CD-Rom/DVD with digital files for printing	/CD-Rom/DVD	3
Dispatch of a CD-Rom/DVD to Luxembourg (Publications Office) by express courier	/CD-Rom/DVD	1
Photos		
Digitising photos (corrective scanning)	/photo	1
Touching up photos	/photo	3
Storing photos on CD-Rom/DVD	/photo	1
Hiring photos (for printed publications and the Internet)	/photo	3
Purchasing photos (including exclusive reproduction rights)	/photo	2
Graphic design and production of promotional and presentation material		
Documentation folder for A4 material with flap	/unit	1
Powerpoint transparencies	/page	2
CD-Rom/DVD label	/unit	1
CD-Rom/DVD carton sleeve	/unit	1

Panel/rigid poster production:		
Digital printing (720 dpi) on adhesive material, gluing to PVC 3 mm or similar, laminated (minimum print run: five copies)		
Photo panel (90 x 100 cm minimum)	/unit	1
Poster/geographical map A0	/unit	1
Poster/geographical map A1	/unit	2
Poster/geographical map A2	/unit	1
Dispatch to Brussels	/unit	1
Dispatch outside Brussels	/unit	1
Quick printing (72 hours maximum)⁶		
Printing in A4 format. Cover: matt-coated, 4 colours, 250 gsm, machine sealed. Inside page: matt-coated, 4 colours, 130 gsm		
1-100 copies		
Section of four inside pages	/unit	1
Section of eight inside pages	/unit	1
Section of four cover pages	/unit	1
101-300 copies		
Section of four inside pages	/unit	1
Section of eight inside pages	/unit	1
Section of four cover pages	/unit	1
301-500 copies		
Section of four inside pages	/unit	1
Section of eight inside pages	/unit	1
Section of four cover pages	/unit	1
Printing posters (matt coated, 4-colour, 135 gsm, UV varnish)		
A1 format		
1-100 copies	/unit	1
101-300 copies	/unit	1
301-500 copies	/unit	1
A0 format		
1-100 copies	/unit	1
101-300 copies	/unit	1
301-500 copies	/unit	1
Tenderer's commission for quick printing for any other format and type of paper	% of actual costs	-
Duplication of DVD by burning, including 4-colour printing of one face, supplied in a carton sleeve (124 mm x 124 mm x 1.5 mm)		
1-100 copies	/unit	1
101-300 copies	/unit	1
301-500 copies	/unit	1
Four-colour printing of carton sleeve		
1-100 copies	/unit	1
101-300 copies	/unit	1
301-500 copies	/unit	1
Transport of materials (prices are all inclusive; return costs may not be added)		
≤ 0.5 m ³	/km	1
> 0.5 m ³ and ≤ 1.0 m ³	/km	1
> 1.0 m ³ and ≤ 1.5 m ³	/km	1
> 1.5 m ³ and ≤ 2.0 m ³	/km	1
> 2.0 m ³ and ≤ 3.0 m ³	/km	1
> 3.0 m ³ and ≤ 5.0 m ³	/km	1
> 5.0 m ³ and ≤ 10.0 m ³	/km	1

⁶ Publications of 8 inside pages and more always include a cover and are saddle stitched. Standard packaging of finished product is to be included in the price.

Purchase of advertising space: The Commission may need to purchase advertising space (in print media, in public places, online) to promote the activities carried out under this framework contract. In such a case, payment will be made according to an invoice on the basis of the actual costs.

LOT 2 – Audiovisual activities

Company : _____

Date : _____

- The tenderer must complete the price schedule in its entirety for the services concerned. Prices must be stated in EUR, excluding VAT. Please only give one amount per box.
- The tenderer is free to mention separately the unit price of any other category of staff or equipment not indicated which is considered useful for carrying out the requested tasks. This could be for example by means of an additional price schedule. However, it should be noted, that this additional information will not be included in calculating the financial value of the offer. In addition, the Commission reserves itself the right to accept or refuse these additions before the contract is concluded.
- The amounts stated in the price schedule, weighted by importance according to a variable factor from 1 (least important/frequent) to 3 (most important/frequent), will be taken into account for the calculation of the financial value of the offer (see IV.3.B of the tender specifications).
- The tariffs given in the price schedules will be flat-rate and will include all overheads and all charges related to carrying out the provision of services, with the exception of travel and subsistence expenses which, if necessary, will be refunded according to the rules relating to the reimbursement of expenses (annex IV of the draft framework service contract "Daily allowances").
- In the specific case of technologies not yet foreseeable or available, in particular in the field of IT or multimedia, the Commission may, at a future date, ask the contractor for additional products or services, which the contractor must propose at the most favourable market price. In these cases, the contractor will propose a price corresponding to the schedule structure and price level. This proposal will be subject to agreement by the Commission.
- Unless otherwise stated, all prices must include delivery of the products to the Commission in Brussels or Luxembourg.

PRICE SCHEDULE		
Description	Unit price (EUR)	WF (Weighting factor)
Staff		
• Senior manager	/person/day	1
• Project manager, coordinator	/person/day	3
• Junior Project manager	/person/day	1
• Journalist	/person/day	1
• Scriptwriter, scenarist	/person/day	2
• Film director	/person/day	3
• Assistant to the film director	/person/day	1
• Script	/person/day	1
• Production director	/person/day	2
• Production manager	/person/day	3
• Production assistant	/person/day	1

• Senior lighting engineer, director of photography	/person/day	2
• Cameraman	/person/day	3
• Assistant cameraman (video)	/person/day	1
• TV/Radio expert, communication advisor	/person/day	1
• Video editor	/person/day	3
• Specialist in web viral marketing/ 3G phones	/person/day	2
• Press relations officer, press attaché	/person/day	3
• Assistant to press relations officer	/person/day	1
• Studio sound engineer	/person/day	1
• Sound operator, sound technician	/person/day	3
• Cartoonist	/person/day	2
• Senior graphic designer	/person/day	1
• Junior graphic designer	/person/day	3
• Head technician, head electrician, head set mover	/person/day	1
• Technician, electrician, set mover	/person/day	1
• Stylist – Props	/person/day	1
• Make-up artist, hairdresser	/person/day	1
• Set designer	/person/day	1
• Actor	/person/day	1
• Extra	/person/day	1
• Translator	/person/day	3
• Reduction factor for ½ day for the above staff categories	- %	–
• Surcharge for overtime past 10 working hours a day	+ %	–
• Surcharge for any work done on Saturdays, Sundays and holidays, following the agreement of the Commission	+ %	–

Technical equipment for filming videos, VNRs, advertising spots and similar

With regard to filming equipment (cameras, video accessories, lighting, sound equipment etc.), tenderers must enclose a complete rate card, expressed in euro and exclusive of VAT, by day and half a day. The insurance rate applied to the equipment must also be specified.

These prices must be in accordance with the usual pricing policy of the tenderer and be comparable with current market prices for this type of supply/service. These prices are not taken into account in the calculation of the price index formula.

Technical equipment and basic services for editing and sound tracks

• Computer workstation to view rushes/footage	/day	3
• Purchase of archive pictures (average European rights)	/min	2
• Technical costs for archive pictures (average estimate)	/min	2
• Digitalisation of images	/hour	3
• SD editing (editor included)	/hour	3
• HD editing (editor included)	/hour	1
• Renting of studio	/day	1
• Prompter	/day	1
• 2D graphic palette (graphic artist included)	/hour	3
• 3D graphic palette (graphic artist included)	/hour	1
• Translation/adaptation into an EU language	/page (1 500 characters without spacing)	3
• Transcription of interviews in their original language	/page (1 500 characters without spacing)	3
• Voice-over, commentator, speaker	/hour	3

• Recording studio –recording	/hour	3
• Subtitles (for interviews, including translation and spotting)	/min	3
• Dubbing for interviews	/min	2
• Recording studio -mixing	/hour	3
• Musical adaptation (with assignment of rights)	/min	2
• Original music (with assignment of rights)	/min	2
• Research for photos or illustrations	/person/day	1
• Taking photos (including the creation of an online album)	/person/day	1
• Touching up photos	/photo	1
• Purchasing photos (including exclusive reproduction rights)	/photo	1

Distribution/Broadcasting		
• Delivery by express courier in EU-27 and beyond	/unit	3
• Delivery by express courier/messenger service (national)	/unit	2
• Download service in professional format	/unit	3
• Satellite broadcasting	/minute	*
• Co-production of TV broadcasts with European TV channels	/minute	*
The boxes marked with an asterisk * are not taken into account in the calculation of the price index formula.		

Creation of multimedia products (CD-Rom, DVD etc)		
• Compression in multi-formats for duplication, download and videostreaming (MPEG1, MPEG2, MP4, formats .rm, wmv, .mov and .flv)	/min	1
	/5 min	1
	/10 min	3
	/20 min	1
	/30 to 60 min	1
• Authoring/senior programmer	/person/day	3
• Junior programmer	/person/day	2
• Creation Master CD-Rom	/unit	1
• Creation Master DVD5	/unit	3
• Creation Master DVD9	/unit	1
• Creation Master Blu-ray	/unit	1
Remark: the posts senior and junior graphic designer are included in the category « Staff » at the beginning of the list.		

Standard supplies		
<p>With regard to standard supplies (cassettes/copies Betacam SP and Digital/DAT, films, covers, cases, CD-Roms, DVDs, etc.) necessary for duplicating, remastering, labelling and any other work related to the production of audiovisual material, tenderers must enclose a complete rate card with their tenders, expressed in euro and exclusive of VAT.</p> <p>The prices must include staff costs and costs of delivery of the products to the European Commission in Brussels or Luxembourg. The tables showing the variation of duplication and transcoding unit costs with the amount of copies requested will also be enclosed.</p> <p>These prices must be in accordance with the usual pricing policy of the tenderer (and be comparable with current market prices for this type of supply/service). These prices are not taken into account in the calculation of the price index formula.</p>		

CASE STUDIES

Lot 1 - Information products, multimedia design and interactive web services

Background to case studies no 1 and no 2

The European Commission launches an EU-wide information campaign with the intention to raise awareness about a regulation that requires all new tyres on sale in Europe to be classified and labelled for fuel efficiency, wet grip and noise performance as from 1 November 2012.

The campaign targets consumers (mostly private car owners/purchasers but also fleet managers) informing them about the benefits of selecting the right tyres for their budget and the environment as well as tyre retailers and owners of car repair shops who are supposed to inform consumers of the performances of tyres they sell in any promotional material they distribute.

The campaign, undertaken in partnership with the representations of the European Commission, national consumer organisations and the industry, features events organised in Brussels and the Member States, participation in trade shows, audiovisual and print material and a website as the central communication platform on the Internet.

Lot 1 - case study 1 : Creation of a visual identity and development of information material

The tenderer has to develop a distinct visual identity for the information campaign comprising a logo, a slogan and two key messages (one targeted at consumers, the other targeted at tyre retailers/commerce) which will be used for communication activities and in the promotional materials. He or she must also design and produce the promotional material for the campaign, adapt it and translate it into all official EU languages.

The requirements are as follows:

- The target audiences for the campaign are a) private car owners/purchasers and fleet managers b) tyre retailers and owners of car repair shops;
- The logo and the slogan must be understandable in all official EU languages;
- Tenderers shall use the information on the “Regulation on labelling of tyres with respect to fuel efficiency and other essential parameters” available at http://ec.europa.eu/energy/efficiency/labelling/labelling_of_tyres_en.htm as the basis for developing the illustrations and the texts;
- The texts to be drawn up must be based on the information made available to the tenderer, but must under no circumstances be a copy of all or part of existing texts;
- Several types of material will be produced including a brochure, a gadget, an advertisement for print media and a fact sheet:

The brochure, addressing owners/purchasers of private cars and to be distributed via partner organisations (e.g. consumer organisations), shall be in format 21.0 x 21.0 cm, using four-colour printing, 12 pages (cover pages excluded), with one illustration per page. The text of the brochure has to be drafted by the tenderer and shall have a length of 21 000 characters (without spaces);

The gadget, which will be distributed during campaign events, has to be selected by the tenderer and its design developed on the basis of the visual identity of the campaign, making use of the slogan;

The advertisement is to be published in high-circulation car magazines and shall have the following (full page) format: 184 x 244 mm, four colours;

The fact sheet shall be of DIN A4 size (recto/verso), meant to inform the press about the Regulation and the campaign, shall use four-colour printing and have a simple design recalling the visual identity of the campaign, but no illustration. The length shall be 3 750 characters (without spaces);

The tenderer is free to choose the illustrations (photos, drawings, etc) for the brochure and the advertisement as he sees fit, provided that they are supplied free of copyright;

- In calculating the cost, the tenderer must take account of the following: he or she will have to submit three different basic concepts for the logo and two different basic concepts for the mock-up brochure and the mock-up advertisement. The Commission will select one of the basic concepts and then ask the contractor for up to three successive versions based on the selected concept. These steps must clearly appear in the price estimate, but the samples submitted will show only the final result.

Tasks to be carried out by the tenderer:

NB: All of these tasks must be clearly identified in the price estimate drawn up by the tenderer.

1. Advising, preparing the project (methodology for reaching target audiences, content, detailed planning and budget), monitoring the work and coordinating the project throughout its duration;
2. Developing a visual identity (including the logo) for the campaign, creating a slogan and two key messages;
3. Designing, developing and producing (text and illustrations) the following materials: a brochure, a gadget (to be produced by a specialised supplier), an advertisement and a fact sheet, including drafting the text, producing the illustrations, and doing the page layout;
4. Adapting and translating the slogan, the two key messages, the brochure, the advertisement and the fact sheet into the 23 official EU languages;
5. Rereading, checking and correcting the proofs for the brochure, the gadget design, the advertisement and the fact sheet in the 23 official EU languages prior to printing (“proofreading”);
6. Producing and delivering to the Commission a colour proof together with the digital versions (web-optimised PDF, press-optimised PDF for printing and Adobe InDesign or equivalent) of the brochure, the gadget design, the advertisement and the fact sheet in the 23 languages.

Samples/work extracts to be provided (in English only):

- The slogan and the two key messages;
- The mock-up of the page layout for the brochure (front cover and a two-page spread of inside pages);
- An outline of the contents of the brochure (with a brief description of the contents of each section);
- The text of the fact sheet (3 750 characters without spaces);
- The mock-up of the advertisement (text and illustration);

Marking criteria (maximum of 35 points):

On the basis of the overall approach presented for the case study:

Quality, consistency and relevance of the proposed approach and the working methods (including detailed planning, monitoring and reporting)	8 points
Relevance and creativity of the gadget selection	2 points

On the basis of the samples/work extracts provided:

Relevance of the slogan and the two key messages	5 points
Relevance and coherence of the outline of the brochure	5 points
Editorial quality and relevance of the fact sheet text	5 points
Quality, relevance and creativity of the mock-up brochure (layout)	5 points
Quality, relevance and creativity of the advertisement (text and layout)	5 points
TOTAL	Maximum 35 points

Estimated costs:

On the basis of the standard price schedule submitted with their offer, tenderers are requested to estimate the costs for the case study in accordance with the details provided above and the table given below.

Estimated cost for Lot 1, Case study No 1^(*)				
Description of task	Type of unit	Number of units	Unit price	Subtotal
Task 1				
Task 2				
Task 3				
Task 4				
Task 5				
Task 6				
Total				

^(*) All prices to be specified in EUR excluding VAT. Tenderers should take note of the following before filling in the table with the cost estimate for the case study:
A task may consist of different steps and each step may require the use of different types of units (i.e. belonging to the categories of staff, standard services, technical equipment, etc. in the relevant price schedule). It is therefore important to clearly identify and list the individual types of units necessary for completing a step or task.

Lot 1 - case study no 2: Creation of an interactive website

As part of the information campaign described above (see background), a new website will be set up under the European Commission's Europa website. The site will mainly target owners/purchasers of private cars, but must also include pages for a professional audience (tyre retailers, specialists in consumer organisations, car fleet managers) as well as a newsroom/press corner.

The requirements are as follows:

- Methodology for reaching target audiences;
- The contents of the site must provide the target audiences with access to complete, clear and concise information on the provisions of the Regulation affecting them directly and highlight the benefits brought about by these provisions;
- The site must contain links to the sites of the partners in the information campaign (i.e. representations of the European Commission in the Member States, national consumer organisations, tyre industry and commerce) as well as links to relevant pages on Europa;
- In addition to pages targeting consumers, the site must include a specific area for a professional audience (see above) as well as one for the press;
- The site will consist of a home page giving access to 15 lower-level pages, of which ten will be for consumers, four for professionals and one for the press;
- The site will include two flash animations to be created by the tenderer, five images and ten attached documents (pdf);
- The ten pages for consumers must be available in all official EU languages, while the rest will be in English, French, German, Italian, Polish and Spanish;
- The site must include interactive tools, to be suggested by the contractor (for example blogs, simulations, games, or others). The text of the site must be written in simple, jargon-free language;
- The site shall have links with social networking websites. In the most relevant one of those a page should be set up (in English only) with a view of driving traffic to the site;
- Tenderers are free to decide upon the site's structure, including the number of levels, but they must base themselves on the information on the Regulation available at http://ec.europa.eu/energy/efficiency/labelling/labelling_of_tyres_en.htm;
- Tenderers are free to decide upon the website's illustrations. These may, but are not required to, include the proposals made for Case Study No 1;
- In calculating the cost, the tenderer must take account of the following: he or she will have to submit two different basic graphic concepts for the mock-up of the site. The Commission will select one of the basic concepts and then ask the contractor for up to two iterations based on that concept before development of the site is launched. These various steps must clearly appear in the estimated prices, but the samples submitted will illustrate only the final result.

Tasks to be carried out by the tenderer:

NB: All of these tasks must be clearly identified in the price estimate drawn up by the tenderer.

1. Advising, preparing the project (methodology for reaching target audiences, content, detailed planning and budget), monitoring the work and coordinating the project throughout its duration;
2. Development of the site from scratch by using *Documentum* CMS: study, design, production (text and illustrations);

3. Translation, adaptation, rereading/verification of the page content in the various language versions;
4. Making proposals on how to promote the site on the Web and how to ensure that it's ranked among the five top websites on the topic by major search engines;
5. Creation of two animated (flash) illustrations and five images;
6. Proposal, design and development of interactive tools, to be suggested by the tenderer (blogs, simulations, games or other);
7. Maintenance of the website for one year, including three major updates affecting a total of 80% of the site's pages in the languages identified above.

Samples/work extracts to be provided (in English, on CD-ROM or DVD):

- Structure and detailed content of the site with a description of the various functionalities;
- Static mock-up of the home page (text and illustrations) in HTML format;
- Static mock-up of a sample page of the consumer section, to be chosen by the tenderer (text and illustrations) in HTML format;
- Export file(s) containing the data in electronic format as indicated in the technical specifications of Annex 8, containing five pages of content inter-linked over three levels with one image and five attached documents in pdf.

Marking criteria (maximum of 35 points):

On the basis of the overall approach presented for the case study:

Quality, consistency and relevance of the proposed approach and the working methods (including detailed planning, monitoring and reporting):	5 points
Relevance and creativity of the proposal to promote the site	3 points

On the basis of the samples/work extracts provided:

Relevance and navigability of the structure of the site	5 points
Quality and relevance of the content of the site	5 points
Editorial quality and relevance of the sample page	5 points
Relevance and creativity of the home page (text and illustration)	5 points
Compliance of the export file(s) with the specifications of Annex 8 according to a test carried out by the evaluators	7 points
TOTAL	maximum 35 points

Estimated costs:

On the basis of the standard price schedule submitted with their offer, tenderers are requested to estimate the costs for the case study in accordance with the details provided above and the table given below.

Estimated cost for Lot 1, Case study No 2 ^(*)				
Description of task	Type of unit	Number of units	Unit price	Subtotal
Task 1				
Task 2				
Task 3				
Task 4				
Task 5				
Task 6				
Task 7				
Total				

^(*) *All prices to be specified in EUR excluding VAT. Tenderers should take note of the following before filling in the table with the cost estimate for the case study:
A task may consist of different steps and each step may require the use of different types of units (i.e. belonging to the categories of staff, standard services, technical equipment, etc. in the relevant price schedule). It is therefore important to clearly identify and list the individual types of units necessary for completing a step or task.*

Lot 2: Audiovisual services

Background to case studies no 1 and no 2

The European Commission launches an EU-wide information campaign with the intention to raise awareness about a regulation that requires all new tyres on sale in Europe to be classified and labelled for fuel efficiency, wet grip and noise performance as from 1 November 2012.

The campaign targets consumers (mostly private car owners/purchasers, but also fleet managers) informing them about the benefits of selecting the right tyres for their purses and the environment as well as tyre retailers and owners of car repair shops who are supposed to inform consumers of the performances of tyres they sell, in any promotional material they distribute.

The campaign, undertaken in partnership with the representations of the European Commission, national consumer organisations and the industry, features events organised in Brussels and the Member States, participation in trade shows, audiovisual and print material and a website as the central communication platform on the Internet.

Lot 2 - Case study no 1: Production of a Video News Release (VNR)

The tenderer has to produce an 8-minute, free-of-rights Video News Release (VNR) in English, French and German in 16:9 format, about the content and impact of the above-mentioned regulation on tyres labelling.

The making of the film will comprise pre-production, filming, editing, image post-production and sound post-production stages, and take into account the following requirements:

- The target audiences for the VNR are a) private car owners/purchasers and fleet managers b) tyre retailers and owners of car repair shops;
- Tenderers shall use the information on the “Regulation on labelling of tyres with respect to fuel efficiency and other essential parameters” available at http://ec.europa.eu/energy/efficiency/labelling/labelling_of_tyres_en.htm as the basis for developing the VNR;
- The tenderer has to propose the number and place of locations for shooting that he/she considers the most adequate to satisfactorily illustrate the subject at EU level, and at a reasonable quality/cost ratio. Archive images may be used to a limited extent. The tenderer will make use of the daily allowances as set out in Annex IV of the model framework contract to calculate the cost of his/her travel expenses;
- Interviews, if any, will be sub-titled or dubbed in each language version;
- It is up to the tenderer to decide on the approach he/she wants to follow for the shooting, e.g. by using actors or not;
- The video will also include 10 minutes of (B-Roll) footage intended for television journalists, featuring interviews or illustration sequences.

Tasks to be carried out by the tenderer:

NB: All of these tasks must be clearly identified in the price estimate drawn up by the tenderer.

1. Advising, preparing the project (methodology for reaching target audiences, content, detailed planning and budget), monitoring the work and coordinating the project throughout its duration;
2. Actual realisation of the VNR in English, French and German including the steps of:
 - 2.1 : pre-production
 - 2.2 : shooting
 - 2.3 : editing
 - 2.4 : sound post-production and image post-production;
3. In parallel, production of the 10-minute B-Roll;
4. Announcing the video to journalists from television channels in the European Union and international channels in connection with an event/date linked to the subject, and providing on time a professional copy of the VNR to TV journalists on request;
5. Monitoring and reporting on the uptake and broadcasting of all or parts of the video by the television channels;
6. Duplicating and dispatching:
 - providing the European Commission with one digital Betacam copy per language version (+ international version + B-Roll) for archiving and one digital Betacam copy in English (+ international version + B-Roll) for broadcasting by Europe by Satellite (EbS: http://ec.europa.eu/avservices/ebs/welcome_en.cfm)
 - providing 40 copies in professional format to TV journalists in various EU countries.

Deliverables to be provided to the Commission (in the context of this call for tenders) :

- An explanation of the approach chosen by the tenderer to realise the VNR and the type of shooting chosen;
- A detailed planning of realisation of the project, taking also into account the time needed for interacting with the European Commission and the various steps of the validation process;
- A detailed shotlist of the VNR, giving for each sequence, in a tabular form:
 - the time code both at the beginning and the end of the sequence;
 - the precise content description of the sequence;
 - the description of the images (subject, location, graphics, etc);
 - the description of the sound, visual and transition effects, if any;
- The tenderer must describe in detail how he/she intends to announce the VNR to TV journalists and to distribute it on request;
- Similarly, the tenderer will provide a detailed explanation on how he/she intends to report on the uptake and broadcast of the VNR by TV channels and on the corresponding impact thereof on targeted audiences.

Marking criteria (maximum of 35 points):

VNR (Video report) (8')	Technical award criteria	Maximum points
1	Quality of general approach <ul style="list-style-type: none"> Consistency and relevance of the proposed approach and the working methods including detailed planning. 	5
2	Quality of product <ul style="list-style-type: none"> Shooting: relevance of the proposed places for filming, quality & originality of shooting, relevance and originality of experts/people interviewed, etc. Structure: story line, balance between topics addressed, EU geographical balance, etc. Content: background on EU initiatives, messages, solutions/EU added value, relevance and originality of scenario, conclusions, etc. Style: clarity and fluidity, rhythm, transitions/editing, graphics & visual effects, music & audio effects, etc. 	20 (5 + 5 + 5 + 5)
3	Quality of promotion and distribution <ul style="list-style-type: none"> Promotion among AV media. Distribution: geographical coverage and delivery service. 	5 (2.5 + 2.5)
4	Quality of monitoring and reporting <ul style="list-style-type: none"> Media coverage monitoring: broadcasting information of the AV production. Reporting: both quantitative data and qualitative analysis of the media impact including conclusions and recommendations. 	5 (2.5 + 2.5)
Total number of points		35

Estimated costs:

On the basis of the standard price schedule submitted with their offer, tenderers are requested to estimate the costs for the case study in accordance with the details provided above and the table given below.

Estimated cost for Lot 2, Case study No 1 ^(*)				
Description of task	Type of unit	Number of units	Unit price	Subtotal
Task 1				
Task 2				
Task 3				
Task 4				
Task 5				
Task 6				
Total				

- (*) *All prices to be specified in EUR excluding VAT. Tenderers should take note of the following before filling in the table with the cost estimate for the case study:
A task may consist of different steps and each step may require the use of different types of units (i.e. belonging to the categories of staff, standard services, technical equipment, etc. in the relevant price schedule). It is therefore important to clearly identify and list the individual types of units necessary for completing a step or task.*

Lot 2 - Case study no 2: Production of a 1:30 minute audiovisual product

The tenderer has to produce a 1:30 minute, free-of-rights short audiovisual product (hereafter referred to as SAP) in 16:9 format in the official EU languages, to inform in a clear, original and attractive/eye-catching way the consumers (mostly private car owners/purchasers) and fleet managers about the content and advantages of the new regulation on tyres labelling. The SAP should be suited to being promoted via the Internet, including by posting on various EUROPA and other internet sites and by viral marketing.

The realisation of the 1:30 minute SAP will take into account the following requirements:

- The target audience for the SAP are car private owners/purchasers and fleet managers;
- Tenderers shall use the information on the “Regulation on labelling of tyres with respect to fuel efficiency and other essential parameters” available at http://ec.europa.eu/energy/efficiency/labelling/labelling_of_tyres_en.htm as the basis for developing the SAP;
- It is up to the tenderer to decide on the approach he or she wants to follow for the realisation of the 1:30 minute SAP. It can include shooting or not, be based exclusively on animation or not, include a commentary text or not etc.;
- The product must be creative and attractive, while simultaneously passing a clear information on the subject;
- In case of shooting, the tenderer has to propose the locations for shooting that he or she considers the most adequate to satisfactorily illustrate the subject at EU level, and at a reasonable quality/cost ratio. No archive images may be used but some images taken out of the VNR for Case Study no 1 may be used to a limited extent. The tenderer will make use of the daily allowances as set out in Annex IV of the model framework contract to calculate the cost of his/her travel expenses.

Tasks to be carried out by the tenderer:

NB: All of these tasks must be clearly identified in the price estimate drawn up by the tenderer.

1. Advising, preparing the project (methodology for reaching target audiences, content, detailed planning and budget), monitoring the work and coordinating the project throughout its duration;
2. Realising the 1:30 minute SAP in the official EU languages. All the steps of the production process must be clearly identified as sub-tasks;
3. Providing the European Commission with one digital Betacam copy per language version for archiving plus three digital Betacam in English, French and German for posting on EUTube, as well as delivering for each language a CD-Rom with compressed files for subsequent streaming or download in the following formats: MPEG1, MPEG2, MP4, .mov, .wmv, .rm, .flv);
4. Producing a master DVD-5 for subsequent duplication of the product on DVD copies. The DVD must contain a menu screen with the choice of the language and a title screen for each language version;
5. Delivering 2 000 DVD copies in carton sleeve (124 mm x 124 mm x 1.5 mm; two faces printed; four colours) wrapped into cellophane to the European Commission;
6. Organising an internet promotion campaign, including viral marketing to guarantee the diffusion of the SAP and reporting on the campaign. All the steps of the internet campaign promotion and reporting thereof must be clearly identified as sub-tasks.

Deliverables to be provided to the Commission (in the context of this call for tenders) :

- A detailed explanation of the approach and format chosen by the tenderer to realise the product and explain the subject and its associated benefit in a clear and attractive way;
- A detailed planning of realisation of the project, taking also into account the time needed for interacting with the European Commission and the various steps of the validation process;
- A very detailed, table-like scenario in English giving for each sequence:
 - the time code both at the beginning and the end of the sequence;
 - the precise content description of the section;
 - the description of the images (subject, location, graphics, animation, etc);
 - the description of the sound, visual, transition or other possible effects;
 - the accompanying text;
- The tenderer must describe in details the strategy on how he intends to post on internet and disseminate the SAP on internet;
- Similarly, the tenderer will provide a detailed explanation on how he intends to report on both quantitative data and qualitative analysis of the SAP final impact on targeted audiences.

Marking criteria (maximum 35 points):

Short Audiovisual Product (1:30)	Technical award criteria	Maximum points
1	Quality of general approach <ul style="list-style-type: none"> • Consistency and relevance of the proposed approach and the working methods including detailed planning. 	5
2	Quality of product <ul style="list-style-type: none"> • Structure/content: context, story line, key message(s), relevance and originality of scenario, EU added value, conclusions, etc. • Style: type of product proposed, creativity, rhythm, transitions/editing, graphics and visual effects, music and audio effects, etc. 	20 (8 + 12)
3	Quality of promotion Promotion by posting the AV production on Internet sites and viral marketing; efficiency, relevance and geographical coverage of the pathways followed to reach by internet the target audience.	5
4	Quality of monitoring and reporting <ul style="list-style-type: none"> • Monitoring: follow-up of the AV production impact on the Internet. • Reporting: both quantitative data and qualitative analysis of the Internet impact including conclusions and recommendations 	5 (2.5 + 2.5)
Total number of points		35

Estimated costs:

On the basis of the standard price schedule submitted with their offer, tenderers are requested to estimate the costs for the case study in accordance with the details provided above and the table given below.

Estimated cost for Lot 2, Case study No 2^(*)				
Description of task	Type of unit	Number of units	Unit price	Subtotal
Task 1				
Task 2				
Task 3				
Task 4				
Task 5				
Task 6				
Total				

^(*) *All prices to be specified in EUR excluding VAT. Tenderers should take note of the following before filling in the table with the cost estimate for the case study:
A task may consist of different steps and each step may require the use of different types of units (i.e. belonging to the categories of staff, standard services, technical equipment, etc. in the relevant price schedule). It is therefore important to clearly identify and list the individual types of units necessary for completing a step or task.*

IDENTIFICATION OF THE TENDERER

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

Call for tenders SRD MOVE/ENER/SRD.6 396-1/2010

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) ⁷	
Address	
Address of registered office of tenderer	
Where appropriate, administrative address of tenderer for the purposes of this invitation to tender	
Contact Person	
Surname:	
First name:	
Title (e.g. Dr, Mr, Ms) :	
Position (e.g. manager):	
Telephone number:	
Fax number:	
E-mail address:	

⁷ For natural persons

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 organisation⁸ I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.	
Surname: First name:	Signature:

⁸ This person must be included in the list of legal representatives; otherwise the signature on the tender will be invalidated.

FINANCIAL IDENTIFICATION

(to be completed by the tenderer and his or her financial institution)

The tenderer's attention is drawn to the fact that this document is a model and that a specific form for each Member State is available at the following Internet address:

http://ec.europa.eu/budget/execution/ftiers_en.htm

FINANCIAL IDENTIFICATION

<u>ACCOUNT HOLDER</u>	
NAME	<input type="text"/>
ADDRESS	<input type="text"/>
TOWN/CITY	<input type="text"/> POSTCODE <input type="text"/>
COUNTRY	<input type="text"/> VAT NUMBER <input type="text"/>
CONTACT PERSON	<input type="text"/>
TELEPHONE	<input type="text"/> FAX <input type="text"/>
E - MAIL	<input type="text"/>

<u>BANK</u>	
BANK NAME	<input type="text"/>
BRANCH ADDRESS	<input type="text"/>
TOWN/CITY	<input type="text"/> POSTCODE <input type="text"/>
COUNTRY	<input type="text"/>
ACCOUNT NUMBER	<input type="text"/>
IBAN (optional)	<input type="text"/>

REMARKS :

<u>BANK STAMP + SIGNATURE of BANK REPRESENTATIVE</u> (Both Obligatory)
--

<u>DATE + SIGNATURE of ACCOUNT HOLDER :</u> (Obligatory)
--

LEGAL ENTITY FORM

Complete the legal entity form, which should be accompanied by a number of supporting documents, available on the Web site:

http://ec.europa.eu/budget/execution/legal_entities_en.htm

Please note that we can only accept either original documents or certified copies, which must be less than 6 months old.

In the case of a grouping, this form must only be provided by the person heading the project.

DECLARATION BY THE TENDERER

Each service provider, including subcontractor(s) or any member of a consortium or grouping, must sign this declaration

1. In accordance with Article 93 of the Financial Regulation⁹, I declare on my honour that I am not in any of the following situations which would exclude me from participating in this procurement procedure:
 - a) I am not bankrupt, being wound up or having my affairs administered by the courts, I have not entered into an arrangement with creditors, I have not suspended business activities, I am not the subject of proceedings concerning any such matters, and I am not in any similar situation arising from a similar procedure provided for in legislation or regulations;
 - b) I have not been convicted of an offence concerning my professional conduct by a judgment which has the force of res judicata;
 - c) I have not been found guilty of grave professional misconduct proven by any means which the contracting authority can justify;
 - d) I have not failed to fulfil 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 I am established or with those of the country or the contracting authority or those of the country where the contract is to be performed;
 - e) I have not 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 Communities' financial interests;
 - f) I am currently not subject to an administrative penalty referred to in Article 96(1) of the Financial Regulation for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in a contract procurement procedure or by the authorising officer as a condition of participation in a grant award procedure, for failing to supply this information or for having been declared to be in serious breach of their obligations under contracts or grants covered by the Union budget.

2. In addition, the undersigned declares on his or her honour:
 - a) that on the date of submission of the tender, the company or organisation I do represent and the staff proposed for this tender are not subject to a conflict of interests in the context of this invitation to tender; I undertake to inform the Commission without delay of any change to this situation after the date of submission of the tender.
 - b) that the information provided to the Commission within the context of this invitation to tender is accurate, sincere and complete.

Done at on.....

Name

Title

Signature:

⁹ Council Regulation (EC, Euratom) n° 1605/2002 of 25 June 2002 on the Financial regulation applicable to the general budget of the European Communities, OJ L 248 of 16 September 2002, p. 1, amended by Council Regulation (EC, Euratom) n° 1995/2006 of 13 December 2006, OJ L 390 of 30 December 2006, p.1.

**TECHNICAL SPECIFICATIONS FOR IMPORTING FILES INTO THE WEB
CONTENT MANAGEMENT SYSTEM (WCMS) FOR CASE STUDY NO 2 OF
LOT 1**

The specifications are available at the following web addresses:

Site packaging – import process:

http://ec.europa.eu/ipg/tools/authoring/wcm/documentation/site_packaging_import_process_en.pdf

Site packaging – pivot format and package structure:

http://ec.europa.eu/ipg/tools/authoring/wcm/documentation/pivot_format_and_package_structure_en.pdf