



EUROPEAN COMMISSION
DIRECTORATE-GENERAL FOR ENERGY AND TRANSPORT

DIRECTORATE _ RESOURCES
The Director (acting)

DG TREN		CODE:			
A/		32989			
ACTION:		ECHANGE:			
25. 09. 2006					
B	A	C	D	E	F
DG	ASS	01	CP1	CP2	CP3
		DGA	DGA	DGA	AAE
		CD	EFG	HI	

FRAMEWORK SERVICE CONTRACT

CONTRACT N° 2006-09/TREN-R3/Lot n°4

The European Community (hereinafter referred to as "the Community"), represented by the Commission of the European Communities (hereinafter referred to as "the Commission"), which is represented for the purposes of the signature of this contract by Mr. Dirk BECKERS, acting Director of the Directorate for Resources of the Directorate-General for Energy and Transport,

of the one part,

and

MOSTRA

Société Anonyme

Statutory registration number: RCB 481641

Official address: 1001, Chaussée d'Alsemberg, B-1180 Bruxelles

VAT registration number BE 429.063.662

(hereinafter referred to as "the Contractor"), represented for the purposes of the signature of this contract by Alain NANDRIN, General Manager,

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 TREN/400/01-2006 of 7 March 2006

Annex II – Contractor's Tender of 19 April 2006

Annex III – Specimen specific Contract

Annex IV – Travel expenses and subsistence costs

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).



Florence DINKESPILER 27/09/06

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.

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I – SPECIAL CONDITIONS

ARTICLE I.1 - SUBJECT

- I.1.1 The subject of the Contract is “actions in the audiovisual sector” .
- 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 an exclusive right to provide the services described in Annex I to the Commission.

The Contractor is selected as the first contractor for a multiple framework contract (cascading method). The other contractors selected, in the following order, as decided when the contract was awarded, are:

- (2) MEDIA CONSULTA International Holding AG, 3, Wassergasse, D-10179 Berlin;
- (3) European Service Network, Société anonyme, 27, rue du Collège, B-1050 Bruxelles.

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 12 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 6 months after its expiry.
- I.2.5 The Contract may be renewed up to 3 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 price schedule 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 4 000 000.
- I.3.2 Prices shall be expressed in EUR.
- I.3.3 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 with acknowledgement of receipt no later than 60 days before the anniversary of the date on which the contract entered into force.

The adjustment of prices shall be determined by the trend in the harmonised EU-25 consumer price index published by the Office for Official Publications of the European Communities in the Eurostat monthly bulletin (Theme 2 Economy and Finance, Series B, Short-term trends, Euro "Money, finance and the Euro: Statistics") in force in the month in which the revision comes into effect, according to the following formula:

$$Pr = Po \frac{Ir}{Io}$$

Where:

Pr = the revised price;

Po = the price to be revised;

Ir = the revised EU-25 index;

Io = the initial EU-25, that in force at the time of entry into force of the contract or of the last indexation.

- I.3.4. In addition to the price of services specified in each 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 throughout implementation of the Contract. The daily subsistence allowance referred to in Article II.7.4(d) shall be determined in accordance with 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:

For specific contracts with a total amount of 25.000 € or above:

Within 30 days following the date on which the Contractor returns the specific contract and the relevant invoice, indicating the reference number of the Contract and of the specific contract to which it refers, a pre-financing payment of 40% of the total value of the specific contract shall be made.

In the event of pre-financing higher than 100.000, a financial guarantee equivalent to the amount of the pre-financing will be requested.

I.5.2 Interim payment:

For specific contracts with a total amount of 25.000 € or above:

For work and/or services of a duration of more than 6 months, the Contractor may request an interim payment of 30%.

Requests for interim payment made by the Contractor shall be admissible if accompanied by:

- The relevant invoices, indicating the reference number of the Contract and of the specific contract to which they refer.
- A technical report in accordance with the instructions laid down in the specific contract.
- Statements of reimbursable expenses in accordance with Article II.

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 thirty days of the date on which the report is approved by the Commission, an interim payment corresponding to 30 % of the total amount referred in the relevant specific contract shall be made.

I.5.3 Payment of the balance:

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

- The relevant invoices, indicating the reference number of the Contract and of the specific contract to which they refer.
- A technical report in accordance with the instructions laid down in the specific contract.
- Statements of reimbursable expenses in accordance with Article II.

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 thirty days of the date on which the report is approved by the Commission, payment of the balance corresponding to the relevant invoices 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.

ARTICLE I.6 – BANK ACCOUNT

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

Name of bank: ING Banque s.a.

Address of branch in full: Chaussée de la Hulpe 130A, B-1000 Bruxelles

Exact designation of account holder: MOSTRA s.a.

Full account number including codes: 330-0577075-76

IBAN code: BE91 3300 5770 7576

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 for Energy and Transport
Directorate for Resources
Unit 'Information & Communication, Document Management'
B-1049 Brussels

Contractor:

Mr Alain Nandrin
General Manager
MOSTRA s.a.
1001, Chaussée d'Alseberg
B-1180 Bruxelles

ARTICLE I.8 – APPLICABLE LAW AND SETTLEMENT OF DISPUTES

I.8.1 The Contract shall be governed 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 Brussels.

ARTICLE I.9 – DATA PROTECTION

Any personal data included in or relating to the Contract, including its execution, 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 DG TREN without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in conformity with Community law. 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 Directorate General for Energy and Transport. The Contractor shall have right of recourse at any time to the European Data Protection Supervisor.

ARTICLE I.10 – TERMINATION BY EITHER CONTRACTING PARTY

Either contracting party may, of its own volition and without being required to pay compensation, terminate the Contract by serving two months formal prior notice. Should the Commission terminate the Contract, the Contractor shall only be entitled to payment corresponding to the services ordered and executed before the termination date. 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 services rendered up to the date on which termination takes effect, within a period not exceeding sixty days from that date.

ARTICLE I.11 – OWNERSHIP

1. Any results or patent obtained by the Contractor in performance of the contract shall be the property of the Commission, which may use them as it sees fit, except where industrial or intellectual property rights already exist.

2. Copyright and any other right of ownership in respect of manuscripts or parts thereof shall belong exclusively to the Commission, except where copyright or other right of ownership already exists.
3. On the date of acceptance of the manuscripts and subject solely to the exception referred to in paragraph 2 above, all rights in respect of manuscripts, including amongst others the right to use, print, publish and sell all or part thereof in any manner and in any language whatsoever, shall be acquired for all countries by the Commission, which may transfer all or part of such rights to third parties on its own terms.
4. The Contractor shall specify any parts of manuscripts, including illustrations, maps and graphs, on which copyright or any other right of ownership already exists and hereby affirms that he obtained permission to use any such parts from the titular holder(s) of such rights or from his or their legal representatives. Any costs for which the Contractor may become liable in respect of such permission shall be paid by him. Save as otherwise provided in paragraph 2, the Contractor hereby affirms that he is entitled to transfer the copyright or other rights of ownership in respect of the subject matter of the manuscript.
5. The Commission shall not be required to publish manuscripts or documents supplied in performance of the contract. If it decides not to publish the manuscript or documents supplied, the Contractor shall not have them published elsewhere without the written approval of the Commission.

ARTICLE I.12 – OTHER SPECIAL CONDITIONS

I.12.1 Payments:

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

I.12.2 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:

0.5 % 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:

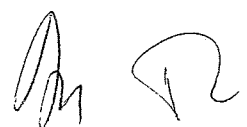
In the event of rejection on grounds of the quality of the deliverables after presentation for the second time, the Commission may relieve the defaulting contractor of his duties and entrust the task to the second contractor on the list or, if necessary and according to the same procedure, the third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

I.12.3 Suspension of services:

The Commission may suspend the award of any further work to a contractor under certain circumstances.

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.

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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 execute 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 I;
- 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 I;
- 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 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 Communities 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 Community 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 Community, 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 Community. 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 Communities.
- 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 Communities' 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 days¹ 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.

¹ This period can be modified in the Special Conditions depending on the nature of the contract.

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%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 European Communities, the European Court of Auditors shall be empowered to audit the documents held by the natural or legal persons receiving payments from the budget of the European Communities 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 European 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.

² The daily rate for liquidated damages may be modified in the Special Conditions where the subject of the contract so justifies.

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,
MOSTRA s.a.

Alain NANDRIN, General Manager

signature: _____

Done at Brussels, 19-09-2006

In duplicate in English.

For the Commission,

Dirk BECKERS,

Director (acting)

signature: _____

Done at Brussels, 12/9/2006

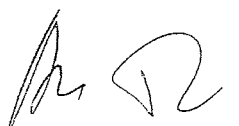
Annex I : Tender Specifications

The tender specifications which shall form annex I to the framework contract shall be those attached to the present invitation to tender.

Handwritten signature and initials in the bottom right corner of the page.

Annex II : Contractor's tender

The tender corresponds to the tender of the Contractor of 19 April 2006
The financial part of this offer is reproduced below.

A handwritten signature in black ink, consisting of a stylized 'A' followed by a large 'Q' and a '2'.

SPECIFICATIONS

INVITATION TO TENDER FOR FRAMEWORK CONTRACTS RELATING TO SUPPORT WORK FOR THE ORGANISATION AND ASSESSMENT OF INFORMATION, COMMUNICATION AND DISSEMINATION ACTIVITIES IN THE FIELDS OF ENERGY AND TRANSPORT

Open procedure

SPECIFICATIONS No TREN/400/01-2006

1. INTRODUCTION

The European Commission and in particular the service responsible for the information and communication policy of the Directorate-General for Energy and Transport, is launching an invitation to tender for services, comprising five lots, with a view to concluding a framework contract for each of the lots valid for a period of one year from the date of signature of the contract and renewable for three further periods of one year.

For each lot, the Commission aims to select three companies with which a multiple framework contract will be concluded. On the basis of the framework contract, these companies will be called upon according to the needs of the Directorate-General.

For all the tasks covered by this invitation to tender, the services will comprise advice, preparation, implementation and monitoring of information and communication activities of the Commission services in the field of Community policies, and in particular energy and transport policies, and it should, as a general rule, be possible to provide them in the 25 Member States of the European Union (EU), in the EFTA/EEA countries (Switzerland, Iceland, Liechtenstein and Norway), in the candidate countries (Bulgaria, Romania, Croatia and Turkey) and any other country where energy/transport issues are likely to be of Community interest.

2. CONTEXT OF THE CONTRACT

In the framework of this invitation to tender, the priority policy objectives of the Directorate-General for Energy and Transport¹, listed below, should be taken into account:

- completing the internal market in energy and transport and making sure that it is implemented;
- ensuring the sustainable development of transport and energy;
- deploying the major trans-European transport and energy networks in Europe;

¹ More information on the activities and work of the Directorate-General for Energy and Transport are available at the following Internet address: http://europa.eu.int/comm/dgs/energy_transport/index_en.html

- improving safety and security;
- increasing the rights of passengers and of energy consumers;
- developing international cooperation and strengthening the European Union's voice in the international arena.

In addition, in July 2005, the European Commission approved the action plan to improve Communicating Europe, proposed by Vice-President Margot Wallström. This action plan by the Commission provides for 50 actions aimed at improving the Commission's capacity and skills to communicate European policies.

The action plan reflects in a very concrete and pragmatic way the political priority to engage in dialogue with citizens across the European Union.

This new approach to communication adopted by the Commission is based on three principles:

Listening. Informing EU citizens is not enough; it is also necessary to listen to them and take their views into account.

Communication: explaining how EU policies affect citizens' everyday life and what added value they bring.

Connecting by going local: that is by adapting messages to audiences in each Member State and conveying them through the channels those audiences prefer in the language they understand.

More information on this action plan is available at the following Internet addresses:

http://europa.eu.int/comm/dgs/press_communication/pdf/communication_com_fr.pdf

<http://europa.eu.int/rapid/pressReleasesAction.do?reference=IP/05/995&format=HTML&aged=0&language=FR&guiLanguage=en>

3. SUBJECT OF THE CONTRACT

The assistance required by the Commission should enable it to improve the coordination of information and communication activities in the fields of energy and transport and also to develop and improve its information and communication policy in these areas. Ultimately, the aim is to improve public perceptions of the European Union and to make activities that the European Union supports in the field of energy and transport more visible. 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:

1. Design, drafting and production of copy for information products

2. Creation of an Internet portal, webstreaming, video-on-demand and related services
3. Graphic work
4. Audiovisual work
5. Mailing lists

4. DESCRIPTION OF THE LOTS

The contract is divided into five lots. The tasks have been divided up in order to group the services requested into coherent lots which correspond to given professional sectors.

A company can submit a bid for one of the five lots or for several lots from Lot No 1 to Lot No 5, but a separate bid should be submitted for each individual lot, specifying the number of the lot.

Lot No 1: Design, drafting and production of copy for information products

The planned activities concern the design and drafting of information products and promotional material. The aim is to be able to produce publications, articles and web pages on energy and transport with the help of professionals and to get them translated into the current official languages of the European Union, as well as Irish and the languages of candidate countries². Compliance with the rules of the Interinstitutional Style Guide³ is essential for any drafting and/or translation work in order to ensure the editorial and linguistic quality of the information products.

These activities may include (non-exhaustive list):

- research, information gathering and analysis, drafting, translation, revision and editing of documents such as reports, magazines, newsletters, memos, brochures, leaflets, descriptive sheets, signs, web pages and other information products;
- identifying, designing, planning and drafting information products to be used during campaigns related to the political priorities of the Directorate-General for Energy and Transport;
- drafting of advertisements (e.g. for publication in the press or for events organised by the Directorate-General for Energy and Transport);
- drafting of reports, press articles and interviews on energy and transport (e.g. on the occasion of information campaigns, conferences, symposiums, etc.);
- production of promotional material and presentations (PowerPoint presentations, packs for speakers and for various target groups, etc.).

² A total of 25 languages as at 1 September 2005. The list of the languages is available on <http://publications.eu.int/code/pdf/370000en.htm>.

³ See: <http://publications.eu.int/code/en/en-cover.htm>

Lot No 2: Provision of an Internet portal, webstreaming, video-on-demand and related services

The planned activities aim to provide the Commission with on-line audiovisual services, which include mainly:

1. Provision of an Internet portal for the dissemination of audiovisual information relating to energy and transport with various new functions in addition to those available on the site www.managenergy.tv;
2. Webstreaming in real time, video-on-demand, audio-on-demand and related services;
3. Provision of equipment for the production of small virtual events and interviews, provision of professional interviewers and moderators and related services.

Some tasks may be subcontracted in accordance with the provisions of point 7 of these specifications. However, the contractor will have full responsibility for taking all necessary measures in order to ensure high-quality events under all circumstances.

Owing to the nature of the tasks and the need to combine a number of technologies and tools for Lot No 2, an information meeting on this lot will be organised on 21 March 2006 in Brussels. This meeting will serve to explain the details of the technical and financial needs relating to this Lot, as described in the Specifications. Participation in this meeting is voluntary. Potential tenderers who would like to take part in this information meeting should send their request to participate to TREN-AOIC@cec.eu.int before 16 March 2006. The minutes of the meeting will be published on the Internet and sent to any tenderer who has requested the Specifications.

For more information, please refer to Annex 4:

- Annex 4.1: Description of the technology of the current ManagEnergy portal.
- Annex 4.2: Detailed description of the services required for the new portal of the Directorate-General for Energy and Transport.

Lot No 3: Graphic work

The planned activities concern graphic design and information products, in all the current official languages of the European Union, as well as Irish and the languages of the candidate countries⁴, in paper or electronic format.

These activities may include (non-exhaustive list):

- adapting, redesigning and applying the current "family style" for all the information products produced by the Directorate-General for Energy and Transport and adapted to the different media and formats;
- graphic design, finding images and illustrations, layout, production of electronic files (QuarkXpress, Adobe InDesign, pdf press optimized) and films for printing publications such as reports, brochures, leaflets, posters, newsletters, memos, magazines, etc.;

⁴ A total of 25 languages as at 1 September 2005. The list of the languages is available on <http://publications.eu.int/code/pdf/370000en.htm>.

- adaptation of all the above products with a view to putting them on websites and/or an offline electronic format (CD-Rom, DVD);
- graphic design and production of advertisements (e.g. for publication in the press);
- photojournalistic reports on energy and transport topics (e.g. on the occasion of conferences, symposiums, etc.), development and management of a photo library in the fields of energy and transport, including dealing with copyright issues;
- design and limited print run of graphic material for promotions and presentations (posters, geographical maps etc);
- Transportation of the produced material to Brussels or outside Brussels.

Lot No 4: Audiovisual work

The main purpose of the planned activities is to increase the information provided by European radio and television networks on activities under the Union's programmes in the field of energy and transport. These activities may include (non-exhaustive list):

- advice on a communication strategy when dealing with radio and television stations and on appropriate messages for targeted groups;
- producing reports, documentaries, videos, VNR (Video News Release), TV and radio ads, animated films, CD-Roms and DVDs on EU energy and transport policies, programmes and projects;
- 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 EbS, the EU satellite television agency. monitoring and report on this broadcasting;
- transposing and reproducing the products in all appropriate formats (MPEG1, MPEG2, MPEG3, 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;
- 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;
- compiling and managing mailing lists of European journalists/radio and television producers and making these available to the Commission for information purposes;
- monitoring the coverage of EU activities in the fields of energy and transport in the audiovisual media (radio and TV);
- looking for photographs and illustrations (stills) and making photojournalistic reports, including dealing with copyright issues.

Lot No 5: Mailing lists

The activities planned involve the provision of services in the areas of distribution and dissemination of information products and, particularly, the management of the Directorate-General for Energy and Transport's lists of contacts.

The contact lists include, for example, companies, research centres, trade associations, consumer associations, and bodies specialising in the different sectors of energy and transport, both in the 25 Member States and in the applicant and EFTA countries.

The activities may include (non-exhaustive list):

- finding new contacts in the target publics identified by the Directorate-General for Energy and Transport;
- purchase of lists for mailings;
- encoding new entries in the contact lists;
- regular surveys of existing contacts to validate their contact details and areas of interest;
- correcting contact details in the contact lists used;
- maintaining lists in cooperation with the relevant departments and in accordance with the regulation in force on the protection of personal data;
- grouping of the contact lists available both within and outside the Directorate-General for Energy and Transport, for incorporation into the centralised lists;
- ad hoc dissemination on the basis of the lists: retrieval of recipients targeted and dissemination (for invitations, live webstreaming, chat, etc.);
- organisation of general and specialised mailings, including by electronic means (for invitations, committees, press releases, etc.);
- design, introduction and management of an on-line system for registering, amending data and unsubscribing contacts.

5. AWARD PROCEDURES

For each of the lots, a single multiple framework contract will be concluded with the three tenderers ranked best when the bids are evaluated and having obtained the minimum points required (see points 21 and 22 below).

By "multiple framework contract" is meant a situation whereby a framework contract is concluded separately, but on identical terms for each of the lots, between the Commission and several service providers with a view to ensuring that a contract can be performed in succession by one or other of the contractors.

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.12 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.

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.

7. OPERATION AND SUBCONTRACTING

The service companies 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 and communication 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 of course be responsible for the quality of the work provided by the subcontractors.

8. 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 are changed only in the event of force majeure.

9. PLACE OF PERFORMANCE OF SERVICES

The place of performance of services will be defined specifically for each task. It should be noted however that the work should be coordinated in cooperation with the relevant services of the Directorate-General for Energy and Transport, situated in Brussels.

10. DURATION OF CONTRACT

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

11. INDICATIVE CONTRACT AMOUNT

The maximum indicative contract amount is, for the four years, detailed below by lot:

Lot No 1: 3 000 000 EUR

Lot No 2: 4 000 000 EUR

Lot No 3: 2 500 000 EUR

Lot No 4: 4 000 000 EUR

Lot No 5: 800 000 EUR

Total indicative contract amount: 14 300 000 EUR

All reimbursable expenses are included in this amount. It should be noted that the Commission reserves the right to contract out identical services outside the framework contract.

The Commission can, before the contract is signed, cancel the tendering procedure without the tenderers being authorised to claim compensation.

12. PAYMENT PROCEDURE AND BUDGET

- For total amounts 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. For work and/or services of a duration of more than six months, the contractor may request an interim payment of 30%. 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.

In the event of pre-financing higher than EUR 100 000, a financial guarantee equivalent to amount of the pre-financing will be requested. Depending on the financial situation of the contractor, the Commission reserves the right to ask for a financial guarantee for amounts lower than EUR 100 000.

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

13. 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:

$0.5\% \text{ of the total value of the service} \times \text{number of working days of delay.}$

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.

14. SUSPENSION OF SERVICES

Regardless of Article 13 above, the Commission may in certain cases suspend the award of services to the defaulting contractor.

For Lots 1, 3, 4 and 5, 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.

For Lot No 2, in the event of inadequate execution of services, namely serious cases of virtual services not working (such as the absence of direct *streaming*, loss of video recordings) or in the event of repeated rejection of the delivery of services ordered on the grounds of quality (*streaming* problem, problem in the operation of *chat* or loss of VoD, problem in accessing *streaming* or videos on the web, help desk not operational, etc.), the Commission may terminate cooperation with the defaulting contractor and entrust the services to the second contractor on the list, then, if necessary and in accordance with the same procedure, to the third Contractor.

15. REVISION OF PRICES

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 adjustment of prices will be determined by the trend in the harmonised EU-25 consumer price index published by the Office for Official Publications of the European Communities in the Eurostat monthly bulletin (Theme 2 – Economy and Finance, Series B, Short-term trends, Euro – "Money, finance and the euro: Statistics") in force in the month in which the revision comes into effect, according to the following formula:

$$Pr = Po \frac{Ir}{Io}$$

Where:

Pr = the revised price;
Po = the price to be revised;
Ir = the revised EU-25 index;

Io = the initial EU-25, that in force at the time of entry into force of the contract or of the last indexation.

16. INFORMATION ON BIDS

- A company can submit a bid for one of the five lots or for several lots from Lot No 1 to Lot No 5, but a separate bid should be submitted for each individual lot, specifying the number of the lot;
- Tenders must be drawn up in five copies in one of the official languages of the EU;

- Tenders must be drawn up in accordance with the provisions of these specifications and the provisions of the draft framework contract as well as its annexes attached to this invitation to tender (Annex 1);
- Tenders must be signed by a duly authorised person;
- Prices must be quoted in euros (if necessary, the reference conversion rate will be that published in the C Series of the Official Journal of the European Union on the day the invitation to tender is published);
- Fees must be submitted on the basis of the information given in the price schedules (Annex 2);
- The rates given in the price schedules will be flat-rate amounts and will include all general expenses and those linked to carrying out the services, with the exception of travel and subsistence expenses which, where appropriate, will be reimbursed according to the rules on the reimbursement of expenses (see Annex IV to the draft framework contract "Daily allowances");
- Since the Commission of the European Communities is exempt from all taxes and dues⁵ these should not be included in the price tendered. Any VAT should be indicated separately;
- If tenderers are natural persons, they must provide proof that they are covered by a social security scheme as a self-employed person;
- Tenderers must state their VAT registration number or enclose proof of exemption from VAT registration;
- 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 the company or person to submit a bid. If awarded, the contract will be signed with the project manager, who will be, vis-à-vis the Commission, the only contracting party responsible for the performance of this contract.

Tenders from consortia of firms or groups (of service providers) must specify the role of each member or group and provide all the necessary documents for assessing the bid as a whole with regard to the exclusion criteria, selection criteria (as a whole) and award criteria.

- Tenderers must be prepared to maintain their bids for six months from the final date for the submission of bids. Requests for further information do not affect the deadline for submitting bids.

⁵ In accordance with the Protocol of the Privileges and Immunities of the European Communities annexed to the Treaty of 8 April 1965 establishing a Single Council and a Single Commission of the European Communities.

17. ASSESSMENT AND AWARD OF 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 award procedure will consist of three successive stages. Only bids meeting the requirements of one stage will be examined in the next stage.

Each of these stages aims:

- 1) to check, in the first stage (exclusion criteria), whether tenderers can take part in the tendering procedure,
- 2) to check, in the second stage (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.

18. OPENING OF TENDERS

Bids will be opened in public on Friday 26 April at 10.00 hrs, in the mail/archives service of the Directorate-General for Energy and Transport, 28 Rue De Mot (Ground floor, Office 0/100), B-1040 Brussels.

A representative of each tenderer may attend the official opening.

19. EXCLUSION CRITERIA

19.1 Legal situation – references required

Tenderers must indicate the State in which they have their headquarters or domicile and must provide the evidence required under their national law. In addition, tenderers must provide evidence of their entry in the professional or trade register; This could be evidenced either by a sworn statement or by any proof usual under the law of the Member State in which tenderers are established. If the tenderer is a natural person, he/she must provide proof that he/she is covered by a social security scheme as a self-employed person.

19.2 Grounds for exclusion

Tenderers shall be excluded from participation in a procurement procedure if⁶:

- 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;

⁶ Article 93 of the Financial Regulation applicable to the general budget of the European Communities (OJ L 248, 16.9.2002).

- d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- e) they have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- f) following another procurement procedure or grant award procedure financed by the Community budget, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.
- g) they have benefited as coordinator or principal contractor from a contract for demonstration projects concluded under the Framework programmes for research and technological development and the Commission considers that this situation presents a potential conflict of interest with the tasks covered by this invitation to tender.

Evidence to be provided by the tenderers

1. The Commission shall accept, as satisfactory evidence that the tenderer is not in one of the situations described in a), b) or e) above, production of a recent extract from the judicial record or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied.
2. The Commission shall accept, as satisfactory evidence that the tenderer is not in the situation described in d) above, a recent certificate issued by the competent authority of the Member State concerned.

Where no such 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 tenderer or candidate is based, the documents mentioned in paragraphs 1 and 2 shall relate to legal and/or natural persons including, if necessary, the developer, the company directors or any person with powers of representation, decision-making or control in relation to the candidate or tenderer.

Other grounds for exclusion

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 a 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 contract procedure or fail to supply this information.

Tenders that do not include these documents could be considered as inadmissible.

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.

19.3 Declaration

Tenderers must fill in and sign the form in Annex 5 to these specifications.

Where the bid involves more than one service provider (consortium), each provider must fill in and return the form, as well as the evidence specified in point 19 below.

19.3 Administrative and financial penalties

1. Without prejudice to the application of penalties laid down in the contract, tenderers and contractors who have been guilty of making false declarations or have been found to have seriously failed to meet their contractual obligations in an earlier procurement procedure shall be excluded from all contracts and grants financed by the Community budget for a maximum of two years from the time when the infringement is established, as confirmed after an adversarial procedure with the contractor.

That period may be extended to three years in the event of a repeat offence within five years of the first infringement.

Tenderers who have been guilty of making false declarations shall also receive financial penalties representing 2 to 10% of the total value of the contract being awarded.

Contractors who have been found to have seriously failed to meet their contractual obligations shall receive financial penalties representing 2 to 10% of the total value of the contract in question.

This rate may be increased to between 4% and 20% in the event of a repeated breach in the five years following the first breach.

2. In the cases referred to in points a), c) and d) of 19.2, the tenderers shall be excluded from all contracts and grants for a maximum of two years from the time when the infringement is established, as confirmed after an adversarial procedure with the contractor.

In the cases referred to in points b) and e) of 19.2, the tenderers shall be excluded from all contracts and grants for a minimum of one year and a maximum of four years from the date of notification of the judgment.

Those periods may be extended to five years in the event of a repeat offence within five years of the first infringement or the first judgment.

3. The cases referred to in point e) of 19.2 shall be the following:

- a) cases of fraud as referred to in Article 1 of the Convention on the protection of the European Communities' financial interests drawn up by Council Act of 26 July 1995 (OJ C 316, 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 Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997 (OJ C 195, 25.6.1997, p. 1);
- c) cases of participation in a criminal organisation, as defined in Article 2(1) of Joint Action 98/733/JHA of the Council (OJ L 315, 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 June 1991, p. 77).

20. SELECTION CRITERIA

Tenderers must provide evidence of economic, financial, technical and professional capacity. Tenderers who do not provide the documentation specified, or who are judged, on the basis of the documentation provided, not to have fulfilled the criteria specified below, will be excluded from the tender procedure. Tenderers should read this section carefully and supply the specific documents and information requested.

20.1 Tenderers must provide the following information and fill in the identification form (Annex 6) for the company and, where appropriate, for each partner:

- the "Legal Entities" form with the supporting documents requested therein attached. The form is available at the following Internet address:
http://europa.eu.int/comm/dgs/energy_transport/legal_entities/index_en.htm;
- VAT number or proof of VAT exemption;
- contact person;
- person authorised to sign on behalf of the organisation;
- number of employees;
- bank details form according to the form available at the following Internet address:
http://europa.eu.int/comm/budget/execution/ftiers_en.htm.

Please note that the Commission accepts only original documents or certified copies which have been issued less than six months ago.

20.2 Economic and financial capacity - references required

To prove their economic and financial capacity, tenderers must enclose with their bid:

1. balance sheets or extracts from balance sheets for the last three financial years;

2. a statement of overall turnover and turnover relating to the services covered by the tender over the last three years.

In view of the specific nature of Lot No 2, less than three years' experience will be accepted. In that case, tenderers will provide the balance sheets and turnover that are available.

20.3 Technical and professional capacity

Tenderers must comply with the following criteria:

- Criterion 1: Previous expertise and experience in carrying out the requested services (during the last three years).
- Criterion 2: The necessary technical skills to carry out the requested services.
- Criterion 3: The necessary language skills to carry out the requested services in all the official languages of the European Union and of the candidate countries and in Irish.

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

Criterion 1:

- List of main clients and services provided during the last three years, indicating the value, the date and the public or private recipient of the services rendered.
- CVs of the staff designated by the tenderer to perform the work related to the tender. CVs will preferably be presented in accordance with the Commission's recommendation relating to a common European format (<http://europass.cedefop.eu.int/europass/home/hornav/Downloads/EuropassCV/CVEexamples/navigate.action>).
- Examples of information and communication work done in the area covered by the relevant lot in the past three years. If this work was done in part by subcontractors, tenderers must clearly indicate their own role and contribution.
- Tenders from consortiums of undertakings or groups of service providers must specify the title, the role and the experience of each of the members of the consortium or group. In such cases, one of the tenderers must be designated as the main contractor.
- For Lot No 2: tenderers are invited to provide proof of their capacity to organise about 20 virtual events per year, and of their capacity to ensure, on an exceptional basis, the webstreaming of three different events in one week (with a maximum of two simultaneous webstreamings) in one of the two locations defined in Annex 2 (Price schedule for Lot No 2) and without significantly slowing down the production of video/audio-on-demand.

Criterion 2:

- List of the technical equipment and material available to the tenderer to deliver the services relating to this call for tenders.
- List of the services to be provided by the tenderer directly and those which may be subcontracted.

- Description of the measures taken by the tenderer to ensure quality control of the services provided.
- Description of the subcontractors already selected by the tenderer which may be used for certain types of work.
- Indication of the average annual workforce of the service provider during the last three years.

Criterion 3:

- Description of the language abilities of the tenderer. This document must demonstrate the tenderer's capacity to ensure language coverage in several languages of the Union and, where appropriate, their capacity to mobilise the necessary resources in order to cover the 20 official languages of the European Union, Irish and the four languages of the candidate countries (Croatian, Turkish, Romanian and Bulgarian)⁷. Examples should be given of previous work in EU languages other than the tenderer's own language.

21. CONTRACT AWARD CRITERIA

For each lot, the contract will be awarded to the tenderer who submits the most economically advantageous bid and who obtains the minimum number of points required for the quality criteria.

FOR LOTS 1, 3, 4 AND 5:

The assessment method which will be used to determine the choice of bid will be based on the following criteria:

- quality of the tender (4 criteria);
- determination of the financial value of the tender (price index) based on:
 - the price schedule (see Annex 2)
 - two simulations (see Annex 3)

21.1 Quality of the tender (maximum 100 points):

Criteria	Information to be provided
Consistency and creativity of the approach in respect of the products / services requested (40 points) Minimum number of points required: 26/40	Tenderers must provide a general description of the proposed approach to fulfilling the Commission's objectives and providing the services and/or products requested. Tenderers should explain the relevance and preciseness of their approach and of the way they have planned the work in order to ensure the proper completion of the tasks requested. Tenderers should identify the main challenges of this work and demonstrate the creativity they intend to bring to bear in their approach and in their work.
Organisation and management of the	Description of the composition and organisation of the team proposed to ensure maximum efficiency in

⁷ A total of 25 languages as at 1 September 2005. The list of the languages is available on <http://publications.eu.int/code/pdf/370000en.htm>.

team (30 points) Minimum number of points required: 20/30	terms of the costs, speed and quality of the services requested. Tenderers should identify the mechanisms for supervising the tasks mentioned in criterion no 2 of point 20.3 that they intend to subcontract. They should demonstrate their approach to the daily management of the work with the competent services of the Commission as well as their capacity to coordinate the work.
Impact of the planned activities (15 points) Minimum number of points required: 10/15	Description of the approach proposed to evaluate and optimise the impact of activities carried out, particularly in terms of cost/efficiency. Tenderers should indicate performance indicators, identified in advance, to verify the impact of the activities in quantitative terms.
Qualitative analysis of the simulations (15 points) Minimum number of points required: 10/15	For each lot, two simulations will be required (see point 21.2. below). For each simulation, tenderers should detail <u>all the stages</u> required to provide a quality product or service. <u>The number and type of units (category of staff or task) must be specified by the tenderer for each stage.</u>
Total number of points Pass mark: 75/100	

Only tenders having obtained a minimum total number of points of 75/100 and the minimum number of points required for each criterion as defined above will be considered for the following stage, which involves determining the financial value of the tender (price index), and then for the final assessment.

21.2. Determination of the financial value of the tender (price index)

- **Price schedule**

Tenderers must complete the price schedule in Annex 2 in full for the services concerned. Prices must be quoted in EUR.

Tenderers may indicate separately, using an additional price schedule, additional posts which they consider useful for supporting their tender. It should be noted, however, that these additional positions will not be included in the calculation of the financial assessment of the tender. The Commission also reserves the right to accept or refuse these additions when the contract is concluded.

- **Simulations**

Based on the price schedule, tenderers shall provide, for each of the two simulations planned per lot (Annex 3), details of the costs per stage identified as well as the total cost.

The simulations must enable the awarding authority to compare the bids and to check that the technical description has been correctly interpreted by the tenderer. As indicated

above, a qualitative assessment of the approach proposed for these simulations will also be made (see point 21.1 above, fourth qualitative criterion).

Determination of the financial value of the tender (price index) will be calculated as follows:

$$\text{price index} = A + B$$

The value of A being calculated as follows:

$$A = \sum UP \times WF$$

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

The value of B is calculated as being the sum of the total costs of the two simulations relating to the lot concerned.

FOR LOT No 2:

21.3. Quality of the tender (maximum 100 points):

Criteria	
Project management structure and working methods (40 points) Pass mark: 26/40	The management structure, as well as the working methods and tools proposed, must be such that the results stipulated in the specifications of the invitation to tender can be achieved. The tender must be able to demonstrate regular and reliable services and also the ability of the project team to react in a flexible and efficient manner to the Commission's requests and to a rapidly changing working environment. The activities proposed must demonstrate their efficiency, particularly for standard streaming events, including a price estimate which is cost-effective.
Effective combination, degree of innovation, quality and sustainability of the technology and tools proposed, including software and materials (40 points) Pass mark: 26/40	Tenders must offer a combination of technology and Internet and streaming tools for communication via Internet that are readily compatible with those of actors in the sector and of the Commission's clients. Whilst offering reliable and innovative solutions, tenders must ensure that the technology and tools proposed remain usable beyond the end of the contract and that they are compatible with the functions of www.managenergy.tv .
Compliance with the tasks stipulated and clarity of the tender (20 points)	The tender must cover all the tasks described in the specifications, taking account of the geographical and technical aspects of the invitation to tender. Tenders

Pass mark: 13/20	must be clear, accurate and consistent.
Total number of points	
Pass mark: 75/100	

Only tenders having obtained a minimum total number of points of 75/100 and the minimum number of points required for each criterion as defined above will be considered for the following stage, which involves determining the financial value of the tender (price index), and then for the final assessment.

21.4. Determination of the financial value of the tender (price index)

The **price index** will be the sum, after weighting, of the unit prices listed in the three price schedules (Annex 2 - Lot 2).

22. FINAL ASSESSMENT

For all the lots, 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:

Total number of points (quality of the tender) X 1000

price index

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

Annex 1: Draft framework contract and its annexes I, II, III and IV

Annex I: Specifications

Annex II: Tender

Annex III: Specimen specific contract

Annex IV: Travel expenses and subsistence costs

Annex 2: Price schedules

Annex 3: Simulations

Annex 4: Annexes to Lot No 2

Annex 4.1: Description of the technology of the current ManagEnergy portal.

Annex 4.2: Detailed description of the services required for the new portal of the Directorate-General for Energy and Transport.

Annex 5: Form relating to grounds for exclusion – declaration by the tenderer

Annex 6: Details of the tenderer

ANNEX 3 – SIMULATIONS

LOT 1 – Drafting and production of copy for information products

On the basis of the price schedule, the tenderer should calculate prices for the following simulations by completing the table of costs below:

SIMULATION 1 :

Simulation brief

Production (research, information gathering and analysis, drafting) of a memo of three DIN A4 pages with a total length of 6,000 characters (including spaces) summarising the progress (as of March 2006) of the initiative launched by the Green Paper on energy efficiency. Relevant information can be found, inter alia, at the address:

http://europa.eu.int/comm/energy/efficiency/index_en.htm.

Examples of memos produced by Energy and Transport DG are available at:

http://europa.eu.int/comm/dgs/energy_transport/publication/memo_en.htm

The memo will be published on the Internet and will be used in particular to inform the general press (not specialist press) of the progress of the "Green Paper on energy efficiency".

To be provided within the framework of the call for tender

The tenderer should explain all production steps which will be undertaken to reach the end product, outlining the illustrations (images and graphs) that it proposes to include in the memo and will complete the following table of costs.

The tenderer will produce the memo in PDF file format, written in English or French.

	Title of step	Type of unit	Quantity of each unit	Unit price (EUR)	Subtotal (EUR)
1	Step 1	Personnel 1			
		Personnel 2			
				
		Material/service 1			
		Material/service 2			
		Etc			
2	Step 2				
3	Step 3				
...					
N	Step n				
	Total (EUR)				

SIMULATION 2 :

Simulation brief

Production (research, information gathering and analysis, drafting and translation) of a 16-page booklet (including four cover pages) in DIN A4 format summarising the European Union's actions in the field of road safety.

The publication will be addressed to stakeholders of the Commission at national and European levels (road user associations, motoring associations, NGOs, administrations and road safety agencies, municipalities, car manufacturers and accessory suppliers, motor insurance companies, road infrastructure contractors, etc.).

The original language version will be 28,000 characters (including spaces) in length and will be translated into the 19 other official languages of the current European Union. It will include three statements from prominent personalities, relevant to the matter, to be obtained by telephone or written interview.

Information on the action of the European Union in the field in question can be found at:
http://europa.eu.int/comm/transport/road/roadsafety/index_en.htm

Language of drafting: English or French.

To be provided within the framework of the call for tender

The tenderer should explain all production steps which will be undertaken to produce the final manuscript ready for layout in the original language as well as the 19 other languages.

The tenderer will in particular describe the chosen approach to communicate with a wide audience and the measures that will be undertaken to ensure the editorial and linguistic quality of the original text and of the translations. The balance between text sections and illustrations will also be identified. The tenderer will complete the following table of costs.

The tenderer will provide an outline plan (*chemin de fer*) showing the structure and layout of the subjects and various elements (explanatory text, illustrations, boxes, interviews) per page.

Language of drafting: French or English.

	Title of step	Type of unit	Quantity of each unit	Unit price (EUR)	Subtotal (EUR)
1	Step 1	Personnel 1			
		Personnel 2			
				
		Material/Service 1			
		Material/Service 2			
		Etc			
2	Step 2				
3	Step 3				
...					
N	Step n				
	Total (EUR)				

LOT 3 – Graphic work

On the basis of the price schedule, the tenderer should calculate prices for the following simulations by completing the table of costs below:

SIMULATION 1 :

Simulation brief

Graphic design and production of a leaflet, in open format 39.6 x 21 cm, with four panels, informing international rail passengers of their new rights: compensation in the event of cancellation, accidents, severe delays, loss of luggage (for background information see the following web page:

http://europa.eu.int/comm/transport/rail/package2003/new_en.htm)

The leaflet will be produced in the 20 official languages of the current European Union and will be based on a manuscript in English, provided by the Commission, with a length of 8,000 characters (including spaces).

Illustrations (photographs/images) should be identified and selected, which support the messages of the leaflet. Production as a four-colour press optimised PDF file for printing.
Conversion of the printed format for on-line publication will allow website visitors to easily download the leaflet.

To be provided within the framework of the call for tender

The tenderer should explain all steps which will be undertaken to produce the digital files ready for printing and publishing on-line, including finding relevant illustrations, graphic design, page-setting and verifying the layout compatibility across the various language versions. The tenderer will also complete the following table of costs.

The tenderer will provide a dummy * of the cover page of the leaflet (9.9 x 21 cm), as a hardcopy and PDF file format.

	Title of step	Type of unit	Quantity of each unit	Unit price (EUR)	Subtotal (EUR)
1	Step 1	Personnel 1			
		Personnel 2			
				
		Material/Service 1			
		Material/Service 2			
		Etc			
2	Step 2				
3	Step 3				
...					
N	Step n				
	Total (EUR)				

SIMULATION 2 :

Simulation brief

* It is not necessary to follow the current graphic design of the publications of the Energy and Transport DG.

Graphic design and production of a 16-page booklet (including four cover pages), in A4 format, on the subject of clean vehicles. The booklet will inform an interested public of the Commission proposals in the field. For more information, see, inter alia:

http://europa.eu.int/comm/energy_transport/en/cut_en.html

<http://europa.eu.int/comm/enterprise/automotive/pagesbackground/competitiveness/cars21.htm>

<http://europa.eu.int/rapid/pressReleasesAction.do?reference=MEMO/05/495&format=HTML&aged=0&language=EN&guiLanguage=en>.

The booklet will be produced in the three working languages of the European Commission (German, English, French), based on a manuscript in French provided by the Commission, 28,000 characters long (including spaces).

Illustrations (photographs/images) should be identified and selected, divided equally between the fields of energy (clean engines with low fuel consumption, innovative concepts, new engine fuels) and transport (clean urban transport, intelligent transport systems). 18 images should be selected for the inside of the booklet and three images for the cover. Production should be in four-colour process with two colours for the text sections, and in digital file format for printing in each language version. Files must be delivered to the Publications Office on CD-ROM. The proofs provided by the printer must be checked.

To be provided within the framework of the call for tender

The tenderer should explain all steps which will be undertaken to produce the digital files (QuarkXpress or Adobe InDesign) which will serve as the basis for printing, including finding relevant illustrations, graphic design and verifying the layout compatibility between the three language versions of the publication. The tenderer will complete the following table of costs:

The tenderer will provide a dummy⁹ of a double inside spread in four-colour process, including three images and a more complex graph in colour, as a hardcopy and PDF file format.

	Title of step	Type of unit	Quantity of each unit	Unit price (EUR)	Subtotal (EUR)
1	Step 1	Personnel 1			
		Personnel 2			
				
		Material/Service 1			
		Material/Service 2			
		etc			
2	Step 2				
3	Step 3				
...					
N	Step n				
	Total (EUR)				

⁹ It is not necessary to follow the current graphic design of the publications of the Energy and Transport DG.

LOT 4 – Audiovisual actions

On the basis of the price schedule, the tenderer should calculate prices for the following simulations by completing the table of costs below:

SIMULATION 1 :

Simulation brief:

Production of an informative and didactic 3-minute infoclip for the general public on the importance of energy efficiency.

- Preparation - Script: The script must include *inter alia* an animated graphics depicting the increasing energy dependence of the EU and the distribution of energy consumption by sector, as well as sequences giving concrete advice on efficient energy use for the final consumer in his daily life and travel.
- Filming in the tenderer's country of residence.
- Editing.
- Production in 1 main language: English, French or German. (this type of infoclip would be required to be produced with dubbing in the 20 Community languages but this is not included in this example).
- Deliverables to be supplied to DG Energy & Transport :
 - Betacam SP-PAL cassette with the language version in question and international version.
 - CD-ROM Master copy with the language version compressed into MPEG1 format.

To be provided within the framework of the call for tender

No infoclip is to be provided within the framework of this example but the tenderer will describe in detail the way the subject is intended to be covered and must complete the following table of costs. The tenderer will also provide a script structure and a shotlist of the various sequences envisaged.

	Title of step	Type of unit	Quantity of each unit	Unit price (EUR)	Subtotal (EUR)
1	Step 1	Personnel 1			
		Personnel 2			
				
		Material/Service 1			
		Material/Service 2			
		etc			
2	Step 2				
3	Step 3				
...					
N	Step n				
	Total (EUR)				

SIMULATION 2 :

Simulation brief :

Production of a 10-minute information video in English, French and German submitting in a synthetic way the actions / proposals of the European Commission to encourage the sustainable

mobility according to the 2001 White Paper "European Transport Policy for 2010: Time to decide". (http://europa.eu.int/comm/transport/white_paper/index_en.htm)
(see also the DG Energy and Transport Report 2000 – 2004: http://europa.eu.int/comm/dgs/energy_transport/doc/dg_tren_bilan_2000_2004_en.pdf)

The video will focus on rebalancing traffic flows between modes of transport. The aim of rebalancing is to encourage passengers to switch from using private cars to using public transport and the rail, and to realise a partial modal shift for freight transport from road to rail, inland waterways and maritime transport. The video will comprise an animated graphics sequence.

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

- To illustrate the subject, 3 days of on-location shoots are planned: 1 day in each city: Rotterdam, Copenhagen and Madrid plus the travel time necessary to/from the filming locations. Interviews in Brussels with the European Commissioner for Transport and a Member of the European Parliament's Transport Committee are also foreseen. (The actual travel expenses, as well as daily allowances as set out in Annex 1.IV of the model framework contract do not have to be taken into account for the calculation of costs in this example).
- Interviews will be sub-titled in each language version
- The video will also include 5 minutes of (B-Roll) footage intended for television journalists, featuring additional interview or illustration sequences.

An announcement of the video will be made to journalists from television channels in the European Union and international channels, also mentioning them that a professional copy of the video will be sent on request. A report will be carried out on the uptake and broadcasting of all or part of the video by the television channels. The report will contain a statement of the TV channels which requested a copy of the video for broadcasting with: planned date and time of broadcasting, type of programme, total or partial use of the video, audience figure and percentage of potential audience.

Deliverables to be supplied:

- 3 Betacam SP copies (1 copy per language version + international version + B-Roll) to be provided to DG Energy & Transport, as well as a DVD-5 Master copy with the 3 language versions in compressed MPEG2 format and 20 VHS copies (PAL) in each language. For each language version compressed files (Realvideo8, Windows Media Player and QuickTime) for Internet videostreaming are also required.
- 2,000 DVD copies (with DVD 'soft box' cases, 4-colour printed inlay and cellophane wrapping) to deliver to the Publications Office of the European Communities (OPOCE) in Luxembourg.
- 40 Betacam-SP copies to be sent by express courier to 40 customers, divided equally between the United Kingdom, France, Finland and Austria
- a broadcasting report

To be provided within the framework of the call for tender

No video is to be provided within the framework of this example but the tenderer will describe in detail the way the subject is intended to be covered, including the media awareness action and associated broadcasting report, and must complete the following table of costs. The tenderer will also provide a script structure and a shotlist of the various sequences envisaged for the video.

	Title of step	Type of unit	Quantity of each unit	Unit price (EUR)	Subtotal (EUR)
1	Step 1	Personnel 1			
		Personnel 2			
				
		Material 1			
		Material 2			
		etc			
2	Step 2				
3	Step 3				
...					
N	Step n				
	Total (EUR)				

AD

LOT 5 – Mailing lists

On the basis of the price schedule, the tenderer should calculate prices for the following simulations by completing the table of costs below:

SIMULATION 1 :

Simulation brief

Compilation of a mailing list of national transport users' associations (EU-25, Bulgaria and Romania), including all modes of transport, comprising 100 entries. Validation of contact details by postal survey, addressed to the associations' Presidents asking whether they are interested in being included in the list, verification and quality control of all electronic, phone/fax and postal contact details.

Data corrections and constitution of an *ad-hoc* list of interested parties (estimate: 80 out of 100 contacted) to be forwarded to the Commission in electronic file format.

To be provided within the framework of the call for tender

The tenderer should explain all steps which will be undertaken to compile the final list of 80 entries and will specify in particular the problems inherent in the information collection (media and sources used) and in the validation of the action with the interested parties. The tenderer will give details of quality control that will be carried out and will complete the following table of costs.

The tenderer will provide the text of the letter for the attention of the Presidents of the associations, drafted in English or French.

	Title of step	Type of unit	Quantity of each unit	Unit price (EUR)	Subtotal (EUR)
1	Step 1	Personnel 1			
		Personnel 2			
				
		Material/Service 1			
		Material/Service 2			
		Etc			
2	Step 2				
3	Step 3				
...					
N	Step n				
	Total (EUR)				

SIMULATION 2 :

Simulation brief

Integration of four mailing lists containing a total of 600 entries and in four different formats and structures (Excel, Word, MS-Access, Outlook) into one file with a single structure and format. Following elimination of double-entries and of incomplete addresses, inquiries to validate approximately 550 contacts via email in the three working languages of the Commission (German, English, French). Retrieval of responses by way of a trilingual Web interface (German, English, French) and data verification.

Conversion of 250 contact details confirmed by the inquiries into structured electronic file format. Sending information to the Commission.

To be provided within the framework of the call for tender

The tenderer should explain all steps which will be undertaken to achieve the final list of 250 confirmed contacts and will in particular specify the problems inherent in the integration of various lists, in the email validation survey and in collecting responses from web interfaces (secure and personalised access, prevention of typing errors, etc). It will give details of the quality control to be carried out. The tenderer will complete the following table of costs.

The tenderer will provide the welcome screen of the web interface, and the first screen for validating postal and phoe/fax contact details¹⁰ in one of the three languages of the survey. Files should to be provided in HTML format and on CD-ROM.

	Title of step	Type of unit	Quantity of each unit	Unit price (EUR)	Subtotal (EUR)
1	Step 1	Personnel 1			
		Personnel 2			
				
		Material/Service 1			
		Material/Service 2			
		Etc			
2	Step 2				
3	Step 3				
...					
N	Step n				
	Total (EUR)				

¹⁰ Necessary fields: name, first name(s), title, organisation, postal address, telephone, fax, email.

ANNEX 5 - DECLARATION BY THE TENDERER

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

1. In accordance with Article 93 of the Financial Regulation of the European Communities (Council Regulation 1605/2002 of 25.6.2002) published in Official Journal L 248 of 16 September 2002, 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 judgement 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) as a consequence of another procurement or grant procedure financed by the Community budget, I have not been declared to be in serious breach of contract for failure to comply with my contractual obligations,
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:



ANNEX 6 - IDENTIFICATION OF THE TENDERER

(to be completed by the tenderer)

Call for tender TREN 400/01-2006

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) ¹¹	
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:	
Legal Representatives	

¹¹ For natural persons

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 organisation¹² I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.	
Surname: First name:	Signature:

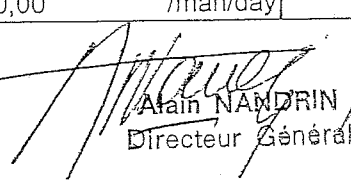
¹² This person must be included in the list of legal representatives; otherwise the signature on the tender will be invalidated.



Price Schedule

Description	Unit price (EUR)	WF (weighting factor)
Personnel		
Project manager, Coordinator	650,00 /man/day	3
Junior Project manager	450,00 /man/day	1
Journalist	520,00 /man/day	2
Scriptwriter	520,00 /man/day	2
Director	520,00 /man/day	3
Assistant director	280,00 /man/day	1
Script	280,00 /man/day	1
Production director	520,00 /man/day	2
Production manager	450,00 /man/day	3
Production assistant	360,00 /man/day	1
Senior lighting engineer, Director of photography	450,00 /man/day	2
Cameraman	400,00 /man/day	3
Assistant cameraman (video)	280,00 /man/day	1
TV Expert, Communication advisor	760,00 /man/day	3
Press relations officer, Press Attaché	480,00 /man/day	3
Assistant to Press relations officer	360,00 /man/day	2
Studio sound engineer	380,00 /man/day	1
Sound operator	380,00 /man/day	3
Senior graphic designer	520,00 /man/day	1
Junior graphic designer	440,00 /man/day	3
Head technician, head electrician, head set mover	280,00 /man/day	1
Technician, electrician, set mover	240,00 /man/day	1
Stylist – Props	280,00 /man/day	1
Make-up artist	280,00 /man/day	1

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 Alain NAMDRIN
 Directeur Général

11/12

Set designer	280,00	/man/day	1
Actor	750,00	/man/day	1
Extra	75,00	/man/day	1
Reduction factor for ½ day for the above personnel categories	33,00	%	

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[Signature]
Alain NANDRIN
Directeur Général

Price Schedule (Continued)

Description	Unit price (EUR)	WF (weighting factor)
Technical equipment and basic services for editing and sound tracks		
Computer workstation to view rushes/footage	120,00 /day	3
Purchase of archive pictures (average european rights)	250,00 /min	2
Technical costs for archive pictures (average estimate)	75,00 /min	2
Low resolution digitalisation of images	90,00 /hour	3
Off-line virtual editing (editor included)	720,00 /day	3
Off-line virtual editing (editor included)	90,00 /hour	1
High resolution digitalisation of images	90,00 /hour	3
On-line virtual editing (editor included)	720,00 /day	3
On-line virtual editing (editor included)	90,00 /hour	1
Digital tape editing (editor included)	800,00 /day	2
Digital tape editing (editor included)	100,00 /hour	1
Renting of studio (1)	1000,00 /day	1
Prompter	250,00 /day	1
2D graphic palette (graphic artist included)	85,00 /hour	3
3D graphic palette (graphic artist included)	190,00 /hour	1
Translation-adaptation EU language	80,00 /page (1 500 characters/page)	3
Transcription of interviews in original language (2)	60,00 /page (1 500 characters/page)	3
Voiceover, Commentator	300,00 /hour	3
Recording studio – recording	45,00 /hour	3

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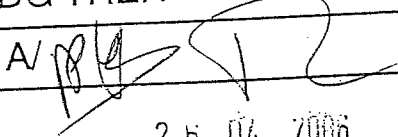
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Alain NADRIN
 Directeur Général 3/12

Subtitles (3)	130,00	/min	3
Dubbing (4)	30,00	/min	2
Recording studio - mixing	45,00	/hour	3
Sound technician	47,50	/hour	3
Musical adaptation (with assignment of rights) (5)	140,00	/min	2
Original music (with assignment of rights) (5)	600,00	/min	2
Research for photos or illustrations	450,00	/man/day	1
Taking photos (including the creation of an online album)	500,00	/man/day	1
Touching up photos	15,00	/photo	1
Purchasing photos (including exclusive reproduction rights)	300,00	/photo	1

Remarks from the tenderer:

- (1) Price for a studio of +/-60 m² - with basic lighting equipment - video equipment not included
- (2) This price corresponds to the hourly rate of the translator who rewrites the interview in their original language.
- (3) This price includes translation and spotting.
- (4) Price calculated on the basis of the total number of minutes in the programme.
- (5) Minimum charge of 3 minutes

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Alain NANDRIN 4/12
Directeur Général

Price Schedule (Continued 2)

Description	Unit price (EUR)	WF (weighting factor)
Distribution/Broadcasting		
Delivery by express courier (abroad) (6)	32,00 /unit	3
Delivery by express courier/messenger service (national)	9,00 /unit	2
Satellite broadcasting (7)	40,00 /minute	*
Co-production of TV broadcasts with European TV channels (8)	1538,00 /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 (MPEG 1 or MPEG 2 or MPEG 4, plus formats RealVideo, wmv and QuickTime for videostreaming) (9)	25,00 /min	1
	75,00 /5 min	1
	100,00 /10 min	3
	150,00 /20 min	1
Authoring/senior programmer	520,00 /man/day	3
Junior programmer	380,00 /man/day	2
Creation Master CD-Rom	60,00 /unit	3
Creation Master DVD5/DVD9 (10)	225,00 /unit	3
Remark: the posts senior and junior graphic designer are included in the category « Personnel » at the beginning of the list		

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Alain NANDRIN
 Directeur Général

5/12

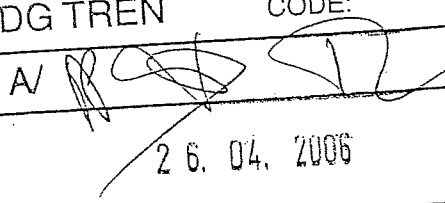
Remarks from the tenderer:


- (6) Price for a Foreign courier service for the 15 "old" Member States (500 to 1000 g).
For a Foreign courier service for the 10 New Member States, the price is **55,00€** (500 to 1000 g).
- (7) Price for Uplink, Spatial space and play out. Excluding SNG Truck and technicians.
- (8) This price is calculated on the basis of a 26 minutes television documentary of 80.000,00€ whose the part of the Commission is 50%. That is to say 40.000,00€ : 26 minutes = 1538,00€/minute
- (9) Price for: from 30 to 60 minutes: 300,00 €
- (10) Price for mastering on DLT for DVD 5 replication.
For DVD 9, price for mastering on DLT fro replication is **450,00€**

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Additional price Schedule

Description	Unit price (EUR)
Personnel	
Senior manager	850,00 /man/day
Video editor	400,00 /man/day
Translator	480,00 /man/day
Technical equipment and basic services for editing and sound tracks	
Ingest	90,00 /hour
Loggin	120,00 /day

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Alain NANDRIN
Directeur Général

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

With regard to filming equipment (cameras, videos accessories, lighting, sound equipment etc.), tenderers must enclose a complete rate card, expressed in euro and exclusive of VAT, by day and half 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 beneficiary 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.

Filming equipment: rate card		Half day	Day
Description		Unit price (EUR)	
Betacam SP camera		280,00	280,00
DVC PRO 25 camera		280,00	280,00
Betacam Digital camera		320,00	320,00
DV Cam (DSR 570 type)		280,00	280,00
DV Cam (PD 160 type)		160,00	160,00
HD Cam (type Sony HDW 750P or Panasonic DVC PRO HD)		585,00	585,00
Video accessories		120,00	120,00
Autocue		250,00	250,00
Grip: Keywest Dolly		150,00	150,00
Basic sound video equipment		80,00	80,00
HF microphone		60,00	60,00
Lighting - report kit		100,00	100,00
Lighting - documentary kit		200,00	200,00
Insurance on filming equipment in %		7,50	7,50

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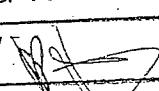
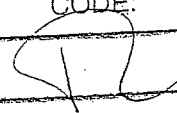
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Alain NANDRIM 8/12
Directeur Général

With regard to standard supplies (original and copied Betacam/VHS/DAT cassettes, 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 with their tenders a completed rate card, expressed in euro and exclusive of VAT.

Supplies	
Description	Unit price (EUR)
Betacam SP 20'	18,00
Betacam SP 30'	20,00
Betacam SP 60'	30,00
Betacam SP 90'	40,00
Digital Betacam 6'	22,00
Digital Betacam 12'	24,00
Digital Betacam 32'	30,00
Digital Betacam 64'	43,00
Digital Betacam 94'	58,00
DVC Pro 33'	25,00
DV Cam 32'	25,00
DV Cam 64'	35,00
HD 40' cassette	88,00

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Alain NANDRIN 9/12
Directeur Général

Duplication

Unit price

COPIES > VHS PAL & SECAM

	10'	20'	30'	45'	60'	75'	90'	105'	120'
1 copy	21,00	22,55	24,00	25,55	27,00	27,00	31,55	34,54	36,00
2 copies	15,00	16,39	17,14	18,00	18,79	18,79	21,64	24,00	24,79
3 - 5	15,00	16,39	17,14	18,00	18,79	18,79	21,64	24,00	24,79
6 - 10	11,89	12,64	13,40	14,29	14,67	14,67	15,79	17,29	18,00
11 - 20	7,00	7,85	8,29	9,72	11,89	11,89	12,64	13,00	13,39
21 - 50	5,29	5,59	5,89	6,34	7,84	7,84	8,59	9,34	9,94
51 - 80	4,84	5,29	5,59	6,00	6,79	6,79	7,84	8,59	9,00
80 - 150	3,27	3,57	3,72	4,00	4,62	4,62	5,67	6,34	6,79
151 - 300	3,19	4,49	3,64	3,94	4,47	4,47	5,44	6,00	6,34
301 - 500	1,92	2,22	2,45	2,97	3,57	3,57	4,39	4,84	5,37
501 - 999	1,80	2,10	2,33	2,70	3,45	3,45	4,28	4,50	5,25

Cassettes and boxes included

Remarks:

These prices have been calculated for PAL or SECAM VHS duplication on the basis of Betacam SP or DV CAM sources.

PRINTING AND MAINTENANCE OF VHS COVER

Up to 100 copies: laser colour printing	1,50
100-500 copies: digital printing	1,48
500-1000 copies: offset printing	0,90
>1.000 copies	0,69

COPIES > BETACAM SP

	Min.	Price
From BETACAM SP > BETACAM SP	15'	55,00
	30'	65,00
Cassettes and boxes included	60'	100,00

	Min.	Price
From BETACAM DIGITAL or DV CAM > BETACAM SP OU DV CAM	15'	60,00
	30'	75,00
Cassettes and boxes included	60'	120,00

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Alain NANDRIN
 Directeur Général

COPIES > BETACAM DIGITAL

	Min.	Price
From BETACAM DIGITAL > BETACAM DIGITAL Cassettes and boxes included	15'	70,00
	30'	100,00
	60'	150,00

COPIES > DVC PRO

	Min.	Price
From BETACAM SP or DV CAM > DVC PRO Cassettes and boxes included	15'	43,00
	30'	67,00
	60'	109,00

COPIES > HD

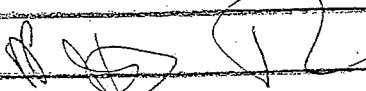
	Min.	Price
From all support > HD Cam Cassettes and boxes included	10'	160,00
	30'	238,00
	60'	345,00

TRANSCODING NTSC <> PAL

	Min.	Price
From BETACAM SP or VHS > VHS Cassettes and boxes included	15'	21,00
	30'	24,00
	60'	30,00

From BETACAM SP/DIGITAL > BETACAM SP/DIGITAL

	Min.	Price
Cassettes and boxes included	15'	181,00
	30'	297,00
	60'	535,00

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Alain NANDRIN
Directeur Général

DUPLICATION VIDEO IN DVD VIDEO AND TO CD-ROM

A. DUPLICATION IN DVD VIDEO

From Betacam Digital > DVD R = burning (small amounts)

Duration >	10'	20'	30'	60'
Per copy	21,00	31,00	38,00	60,00

DVD and box included (excl. jacket). The DVD+R doesn't include authoring, only the transfer of the video on DVD.

From Betacam Digital > DVD 5 = pressing (minimum 500 pieces)

Unit price for 500 copies and more	4,34 €
Unit price for 1.000 copies and more	2,88 €
Unit price for 2.000 copies and more	1,84 €
Unit price for 5.000 copies and more	1,73 €

From Betacam Digital > DVD 9 = pressing (minimum 500 pieces)

Unit price for 1000 copies and more	4,14 €
Unit price for 2.000 copies and more	2,04 €
Unit price for 5.000 copies and more	1,82 €

Duplication (glassmaster, jacket 4 colours, label 4 colors and boxes included).

Doesn't include the design and pre-press of the jacket and the label.

B. DUPLICATION VIDEO TO CD-ROM

Burning (small quantities)

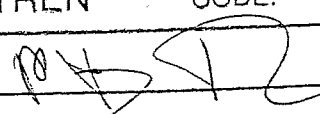
CD-ROM burned (price per unit without MPEG1 compression/coding)	25,00 €
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Pressing (minimum 500 pieces)

Unit price for 500 copies	2,22 €
Unit price for 1000 copies	1,43 €
Unit price for 2000 copies	1,26 €

Duplication (glassmaster, jacket 4 colours, label and boxes included).

Doesn't include the design and pre-press of the jacket and the label.

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Alain NANDRIN
Directeur Général

Annex III : specimen specific contract

SPECIFIC CONTRACT No 2006-09/TREN-R3/Lot n°4
implementing Framework Contract No TREN/400/01-2006

The European Community (hereinafter referred to as "the Community"), represented by the Commission of the European Communities (hereinafter referred to as "the Commission"), which is represented for the purposes of the signature of this contract by Mr. Dirk BECKERS, acting Director of the Directorate for Resources of the Directorate-General for Energy and Transport,

of the one part,

and

MOSTRA

Société Anonyme

Statutory registration number RCB 481641

1001, Chaussée d'Alsemberg

B-1180 Bruxelles

VAT registration number BE 429.063.662

(hereinafter referred to as "the Contractor"), represented for the purposes of the signature of this contract by Alain NANDRIN, General Manager,

of the other part,

HAVE AGREED

ARTICLE 1 : PREAMBLE

1. On [complete date], the Commission and the Contractor signed framework contract N° [complete] for the provision of services in the field of information and communication. This specific contract concerns lot N°4 "actions in the audiovisual sector", and is based on the Contractor's offer dated [complete date]. Upon signature by the parties, this specific contract shall be governed by the said framework contract.
2. All clauses and provisions of the framework contract which are not amended or revoked by the provisions of this specific contract shall automatically apply in full.

ARTICLE 2 : SUBJECT

1. The Contractor undertakes, on the terms set out in the Framework contract and in this specific contract and the annexes thereto, which form an integral part thereof, to perform the tasks specified in Annex I.
2. The subject of this specific contract is [short description of subject].

ARTICLE 3: DURATION

1. This specific contract shall enter into force on the date on which it is signed by the last contracting party.
2. The duration of the tasks shall not exceed [days/months]. Execution of the tasks shall start from the 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 4: REPORTS AND DOCUMENTS

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

ARTICLE 5: ACCEPTANCE OF WORK

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.
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 6: PRICES AND INVOICING

1. The total maximum amount to be paid by the Commission under this specific contract shall be EUR [amount in figures and in words] covering all tasks executed.
2. In addition to the price mentioned under paragraph 1, costs up to an amount of EUR [amount in figures and in words] will be reimbursed according to the provisions of the Framework contract.
3. The invoice shall contain a reference to the framework contract and this specific contract and, where appropriate, the document of acceptance of the services.
4. Invoice shall be sent to
[complete address and name of contact person]

ARTICLE 7: ADMINISTRATIVE PROVISIONS ANNEXE[S]

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]

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

ARTICLE 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,
MOSTRA s.a.
Alain NANDRIN, General Manager

signature: _____

Done at Brussels,

In duplicate in English.

For the Commission,
Dirk BECKERS,
Director (acting)

signature: _____

Done at Brussels,

Annex IV : Travel and subsistence expenses

Indemnités journalières pour les Etats membres de l'Union européenne
Daily allowances for the Member States of the European Union :

DESTINATION		Indemnité Journalière en EUR	Plafond des frais d'hébergement (hôtel) en EUR
FR	EN	Daily allowance in EUR	Maximum hotel price in EUR
Allemagne	Germany	93,00	115,00
Autriche	Austria	95,00	130,00
Belgique	Belgium	92,00	140,00
Chypre	Cyprus	93,00	145,00
Danemark	Denmark	120,00	150,00
Espagne	Spain	87,00	125,00
Estonie	Estonia	71,00	110,00
Finlande	Finland	104,00	140,00
France	France	95,00	150,00
Grèce	Greece	82,00	140,00
Hongrie	Hungary	72,00	150,00
Irlande	Ireland	104,00	150,00
Italie	Italy	95,00	135,00
Lettonie	Latvia	66,00	145,00
Lituanie	Lithuania	68,00	115,00
Luxembourg	Luxembourg	92,00	145,00
Malte	Malta	90,00	115,00
Pays-Bas	Netherlands	93,00	170,00
Pologne	Poland	72,00	145,00
Portugal	Portugal	84,00	120,00
République tchèque	Czech Republic	75,00	155,00
Royaume-Uni	United Kingdom	101,00	175,00
Slovaquie	Slovakia	80,00	125,00
Slovénie	Slovenia	70,00	110,00
Suède	Sweden	97,00	160,00

Indemnités journalières pour les Etats hors de l'Union européenne (en Euro)

Daily subsistence allowances for countries outside the European Union (in Euro)

DESTINATION		Indemnité Journalière Daily allowance €	Plafond Hôtel Maximum hotel price €
FR	EN		
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
Bulgarie	Bulgaria	70	205
Burkina Faso	Burkina Faso	55	90
Burundi	Burundi	50	115
Caïmans, 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
Marianes 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
Roumanie	Romania	60	170
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 Príncipe	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

* rattaché 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.

ENTREE

TREN R3

10. 08. 2009

POUR ACTION

COPIE

CH
 JPH (original)

**Commission of the European
 Communities**
DG for Energy & Transport
 Ms Cathy Horvath-Bailleul
 DM 24 01/007
 BE-1049 Brussels

Brussels, August 3th, 2009

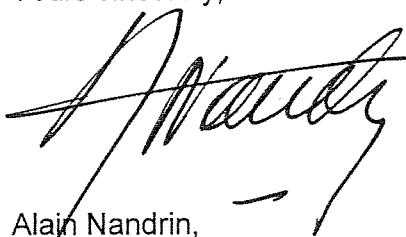
Subject : Amendment N° 3 to Contract N° 2006-09/TREN-R3/Lot n°4

Dear Cathy Horvath-Bailleul,

Please find enclosed your copy of the above-mentioned contract duly signed and dated.

If you need any further information, please do not hesitate to contact us.

Yours sincerely,



Alain Nandrin,
 Managing Director

Enclosure : one copy of the contract

DG TREN				CODE:			
A/26953							
ACTION:				ECHEANCE:			
(R3)				05 08 2009			
R	A	B	C	D	E	F	
G	H	I	P	CP1	CP2	CP3	
DG	ASS	01		DGA	DGA	DGA	AAF
				CD	EFG	H	



EUROPEAN COMMISSION
DIRECTORATE-GENERAL FOR ENERGY AND TRANSPORT
DIRECTORATE P – General Policy

AMENDMENT N° 3

TO FRAMEWORK SERVICE CONTRACT

CONTRACT N° 2006-09/TREN-R3/Lot n°4

The European Community (hereinafter referred to as "the Community"), represented by the Commission of the European Communities (hereinafter referred to as "the Commission"), which is represented for the purposes of the signature of this contract by Marjeta JAGER, Director of the Directorate for General Policy of the Directorate-General for Energy and Transport,

OF THE ONE PART,

and

MOSTRA

Société anonyme

Statutory registration number: RCB 481 641

1001 Chaussée d'Alsemberg, B-1180 Bruxelles

VAT registration number BE 429.063.662

(hereinafter referred to as "the Contractor"), represented for the purposes of the signature of this amendment by Alain Nandrin, General Manager,

OF THE OTHER PART,

Having regard to Contract No **2006-09/TREN-R3/Lot n°4** concluded between the Commission and the Contractor on 19th September 2006 ("the Contract") and its amendments n°1 signed on 17/08/2007 and n°2 signed on 21/08/2008.

HAVE AGREED AS FOLLOWS:

Article 1

The Contract is renewed for a period of one year starting on 19th September 2009.

Article 2

As of 19 September 2009, prices are revised in accordance with the following provision.

The adjustment of prices shall be determined by the trend in the harmonised EU-25 consumer price index published by the Office for Official Publications of the European Communities in the Eurostat monthly bulletin (Theme 2 Economy and Finance, Series B, Short-term trends, Euro "Money, finance and the Euro: Statistics") **in force 2 month before the month in which the revision comes into effect**, according to the following formula:

$$Pr = Po \frac{Ir}{Io}$$

Where:

Pr = the revised price;

Po = the price to be revised;

Ir = the revised EU-25 index;

Io = the initial EU-25, that in force at the time of entry into force of the contract or of the last indexation.

The **price schedule** defined in the Annex II of the Framework Contract will be revised as soon as the harmonised EU-25 consumer price index for the month of **July 2009** is published.

Article 3

All the other provisions of the Contract shall remain unchanged.

Article 4

The present amendment shall enter into force on the date on which it is signed by the last contracting party and will be an integral part of the contract.

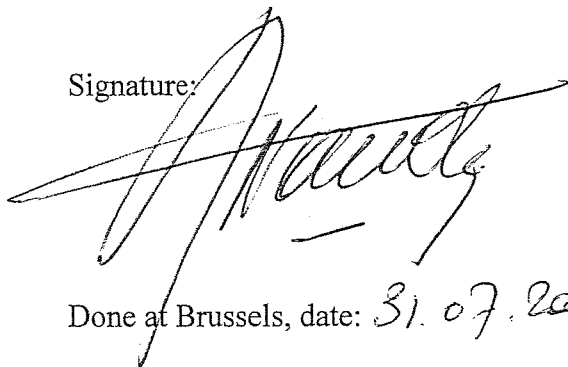
SIGNATURES

For the Contractor

Alain Nandrin,

General Manager

Signature:




Done at Brussels, date: 31.07.2009

For the Commission

abs, Marjeta Jager

Director

Signature:



Augusto Bonucci Directeur - Direction Resources
--

Done at Brussels, date: 27/07/09

In duplicate in English.

R. Faby

Globe Village
Chaussée d'Alsemberg 1001 • B-1180 Brussels
T +32 (0)2 537 44 00 • F +32 (0)2 537 21 67
mostra@mostra.com • www.mostra.com



DG TREN		CODE:				
A/ 517549						
ACTION:		ECHEANCE:				
R3		13 10 2008				
R	A	B	C	D	E	F
C	H	I	P	GP1	GP2	GP3
BB	ASS	01				AAE
			DGA	DGA	DGA	
			CB	EEG	HI	

Commission européenne
DG Energie et Transports
Catherine Horvath
Unit R3, DM 24 01/129
24, rue De Mot
1000 Bruxelles

Bruxelles, le 10 octobre 2008

Vos références : Bordereau indexation prix 2008/2009

Madame,

Vous trouverez ci-joint deux exemplaires originaux du Bordereau d'indexation des prix 2008/2009 signés par nos soins.

Nous vous en souhaitons bonne réception et restons à votre disposition pour toute information complémentaire.

Veuillez recevoir, Madame, nos salutations distinguées.

Alain Nandrin

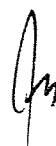
Directeur général

Price Schedule

Description	Unit price 2008-2009
Personnel	
Project manager, Coordinator	689,58 /man/day
Junior Project manager	477,40 /man/day
Journalist	551,66 /man/day
Scriptwriter	551,66 /man/day
Director	551,66 /man/day
Assistant director	297,05 /man/day
Script	297,05 /man/day
Production director	551,66 /man/day
Production manager	477,40 /man/day
Production assistant	381,92 /man/day
Senior lighting engineer, Director of photography	477,40 /man/day
Cameraman	424,35 /man/day
Assistant cameraman (video)	297,05 /man/day
TV Expert, Communication advisor	806,27 /man/day
Press relations officer, Press Attaché	509,23 /man/day
Assistant to Press relations officer	381,92 /man/day
Studio sound engineer	403,14 /man/day
Sound operator	403,14 /man/day
Senior graphic designer	551,66 /man/day
Junior graphic designer	466,79 /man/day
Head technician, head electrician, head set mover	297,05 /man/day
Technician, electrician, set mover	254,61 /man/day
Stylist – Props	297,05 /man/day
Make-up artist	297,05 /man/day
Set designer	297,05 /man/day
Actor	795,66 /man/day
Extra	79,57 /man/day
Reduction factor for ½ day for the above personnel categories	33,00 %

Price Schedule (Continued)

Description	Unit price 2008-2009
Technical equipment and basic services for editing and sound tracks	
Computer workstation to view rushes/footage	127,31 /day
Purchase of archive pictures (average european rights)	265,22 /min
Technical costs for archive pictures (average estimate)	79,57 /min
Low resolution digitalisation of images	95,48 /hour
Off-line virtual editing (editor included)	763,84 /day
Off-line virtual editing (editor included)	95,48 /hour
High resolution digitalisation of images	95,48 /hour
On-line virtual editing (editor included)	763,84 /day
On-line virtual editing (editor included)	95,48 /hour
Digital tape editing (editor included)	848,71 /day
Digital tape editing (editor included)	106,09 /hour
Renting of studio (1)	1060,89 /day
Prompter	265,22 /day
2D graphic palette (graphic artist included)	90,18 /hour
3D graphic palette (graphic artist included)	201,57 /hour
Translation-adaptation EU language	84,87 /page (1500 characters/page)
Transcription of interviews in original language (2)	63,65 /page (1500 characters/page)
Voiceover, Commentator	318,27 /hour
Recording studio -- recording	47,74 /hour
Subtitles (3)	137,92 /min
Dubbing (4)	31,83 /min
Recording studio - mixing	47,74 /hour
Sound technician	50,39 /hour



Musical adaptation (with assignment of rights) (5)	148,52	/min
Original music (with assignment of rights) (5)	636,53	/min
Research for photos or illustrations	477,40	/man/day
Taking photos (including the creation of an online album)	530,44	/man/day
Touching up photos	15,91	/photo
Purchasing photos (including exclusive reproduction rights)	318,27	/photo

Remarks from the tenderer:

- (1) Price for a studio of +/-60 m² - with basic lighting equipment - video equipment not included
- (2) This price corresponds to the hourly rate of the translator who rewrites the interview in their original language.
- (3) This price includes translation and spotting.
- (4) Price calculated on the basis of the total number of minutes in the programme.
- (5) Minimum charge of 3 minutes



Price Schedule (Continued 2)	
Description	Unit price 2008-2009
Distribution/Broadcasting	
Delivery by express courier (abroad) (6)	33,95 /unit
Delivery by express courier/messenger service (national)	9,55 /unit
Satellite broadcasting (7)	42,44 /minute
Co-production of TV broadcasts with European TV channels (8)	1631,64 /minute
Creation of multimedia products (CD-Rom, DVD etc)	
Compression in multi-formats (MPEG 1 or MPEG 2 or MPEG 4, plus formats RealVideo, wmv and QuickTime for videostreaming) (9)	26,52 /min
	79,57 /5 min
	106,09 /10 min
	159,13 /20 min
Authoring/senior programmer	551,66 /man/day
Junior programmer	403,14 /man/day
Creation Master CD-Rom	63,65 /unit
Creation Master DVD5/DVD9 (10)	238,70 /unit
Remark: the posts senior and junior graphic designer are included in the category « Personnel » at the beginning of the list	

Remarks from the tenderer:

(6) Price for a Foreign courier service for the 15 "old" Member States (500 to 1000 g).

For a Foreign courier service for the 10 New Member States, the price is **57,37€** (500 to 1000 g).

(7) Price for Uplink, Spatial space and play out. Excluding SNG Truck and technicians.

(8) This price is calculated on the basis of a 26 minutes television documentary of 80.000,00€ whose the part of the Commission is 50%. That is to say 40.000,00€ : 26 minutes = 1538,00€/minute

(9) Price for: from 30 to 60 minutes: 312,90 €

(10) Price for mastering on DLT for DVD 5 replication.
For DVD 9, price for mastering on DLT for replication is **469,35€**

Additional price Schedule	
Description	Unit price 2008-2009
Personnel	
Senior manager	901,75 /man/day
Video editor	424,35 /man/day
Translator	509,23 /man/day
Technical equipment and basic services for editing and sound tracks	
Ingest	95,48 /hour
Loggin	127,31 /day



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

With regard to filming equipment (cameras, videos accessories, lighting, sound equipment etc.), tenderers must enclose a complete rate card, expressed in euro and exclusive of VAT, by day and half 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 beneficiary 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.

Filming equipment: rate card		Half day	Day
Description	Unit price 2008-2009		
Betacam SP camera	297,05	297,05	
DVC PRO 25 camera	297,05	297,05	
Betacam Digital camera	339,48	339,48	
DV Cam (DSR 570 type)	297,05	297,05	
DV Cam (PD 160 type)	169,74	169,74	
HD Cam (type Sony HDW 750P or Panasonic DVC PRO HD)	620,62	620,62	
Video accessories	127,31	127,31	
Autocue	265,22	265,22	
Grip: Keywest Dolly	159,13	159,13	
Basic sound video equipment	84,87	84,87	
HF microphone	63,65	63,65	
Lighting - report kit	106,09	106,09	
Lighting - documentary kit	212,18	212,18	
Insurance on filming equipment in %	7,50%	7,50%	

With regard to standard supplies (original and copied Betacam/VHS/DAT cassettes, 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 with their tenders a completed rate card, expressed in euro and exclusive of VAT.

Supplies	
Description	Unit price 2008-2009
Betacam SP 20'	19,10
Betacam SP 30'	21,22
Betacam SP 60'	31,83
Betacam SP 90'	42,44
Digital Betacam 6'	23,34
Digital Betacam 12'	25,46
Digital Betacam 32'	31,83
Digital Betacam 64'	45,62
Digital Betacam 94'	61,53
DVC Pro 33'	26,52
DV Cam 32'	26,52
DV Cam 64'	37,13
HD 40' cassette	93,36



Duplication

Unit price

COPIES > VHS PAL & SECAM 2008-2009

	10'	20'	30'	45'	60'	75'	90'	105'	120'
1 copy	22,28	23,92	25,46	27,11	28,64	28,64	33,47	36,64	38,19
2 copies	15,91	17,39	18,18	19,10	19,93	19,93	22,96	25,46	26,30
3 - 5	15,91	17,39	18,18	19,10	19,93	19,93	22,96	25,46	26,30
6 - 10	12,61	13,41	14,22	15,16	15,56	15,56	16,75	18,34	19,10
11 - 20	7,43	8,33	8,79	10,31	12,61	12,61	13,41	13,79	14,21
21 - 50	5,61	5,93	6,25	6,73	8,32	8,32	9,11	9,91	10,55
51 - 80	5,13	5,61	5,93	6,37	7,20	7,20	8,32	9,11	9,55
80 - 150	3,47	3,79	3,95	4,24	4,90	4,90	6,02	6,73	7,20
151 - 300	3,38	4,76	3,86	4,18	4,74	4,74	5,77	6,37	6,73
301 - 500	2,04	2,36	2,60	3,15	3,79	3,79	4,66	5,13	5,70
501 - 999	1,91	2,23	2,47	2,86	3,66	3,66	4,54	4,77	5,57

Cassettes and boxes included

Remarks:

These prices have been calculated for PAL or SECAM VHS duplication on the basis of Betacam SP or DV CAM sources.

PRINTING AND MAINTENANCE OF VHS COVER

	2008-2009
Up to 100 copies: laser colour printing	1,59
100-500 copies: digital printing	1,57
500-1000 copies: offset printing	0,95
>1.000 copies	0,73

COPIES > BETACAM SP

	Min.	Price 2008-2009
From BETACAM SP > BETACAM SP	15'	58,35
	30'	68,96
Cassettes and boxes included	60'	106,09

	Min.	Price 2008-2009
From BETACAM DIGITAL or DV CAM > BETACAM SP OU DV CAM	15'	63,65
	30'	79,57
Cassettes and boxes included	60'	127,31

COPIES > BETACAM DIGITAL

	Min.	Price 2008-2009
From BETACAM DIGITAL > BETACAM DIGITAL	15'	74,26
	30'	106,09
Cassettes and boxes included	60'	159,13

COPIES > DVC PRO

	Min.	Price 2008-2009
From BETACAM SP or DV CAM > DVC PRO	15'	45,62
	30'	71,08
Cassettes and boxes included	60'	115,64

COPIES > HD

	Min.	Price 2008-2009
From all support > HD Cam	10'	169,74
	30'	252,49
Cassettes and boxes included	60'	366,01

TRANSCODING NTSC <> PAL

	Min.	Price 2008-2009
From BETACAM SP or VHS > VHS	15'	22,28
	30'	25,46
Cassettes and boxes included	60'	31,83

	Min.	Price 2008-2009
From BETACAM SP/DIGITAL > BETACAM SP/DIGITAL	15'	192,02
	30'	315,08
Cassettes and boxes included	60'	567,57

DUPLICATION VIDEO IN DVD VIDEO AND TO CD-ROM**A. DUPLICATION IN DVD VIDEO****From Betacam Digital > DVD R = burning (small amounts)**

Duration >	10'	2008-2009	20'	2008-2009	30'	2008-2009	60'	2008-2009
Per copy		22,28		32,89		40,31		63,65

DVD and box included (excl. jacket). The DVD+R doesn't include authoring, only the transfer of the video on DVD.

From Betacam Digital > DVD 5 = pressing (minimum 500 pieces)

	2008-2009
Unit price for 500 copies and more	4,60 €
Unit price for 1.000 copies and more	3,06 €
Unit price for 2.000 copies and more	1,95 €
Unit price for 5.000 copies and more	1,84 €

From Betacam Digital > DVD 9 = pressing (minimum 500 pieces)

	2008-2009
Unit price for 1000 copies and more	4,39 €
Unit price for 2.000 copies and more	2,16 €
Unit price for 5.000 copies and more	1,93 €

Duplication (glassmaster, jacket 4 colours, label 4 colors and boxes included).

Doesn't include the design and pre-press of the jacket and the label.

B. DUPLICATION VIDEO TO CD-ROM

	2008-2009
Burning (small quantities)	
CD-ROM burned (price per unit without MPEG1 compression/coding)	26,52 €

Pressing (minimum 500 pieces)

	2008-2009
Unit price for 500 copies	2,36 €
Unit price for 1000 copies	1,52 €
Unit price for 2000 copies	1,34 €

Duplication (glassmaster, jacket 4 colours, label and boxes included).

Doesn't include the design and pre-press of the jacket and the label.



COMMISSION EUROPÉENNE
DIRECTION GENERALE DE L'ENERGIE ET DES TRANSPORTS
DIRECTORATE P – General Policy

29-09-2008

Bruxelles, le
TREN R3/vd D(2008) 434590

Mostra

M. Alain Nandrin
Chaussée d'Alsembërg 1001
1180 Bruxelles

**Objet: Avenant n°2 au Contrat cadre N° 2006-09/TREN-R3/Lot n°4 – Indice
harmonisé des prix à la consommation EU-25, indice global juillet 2008**

Monsieur Nandrin,

Considérant votre demande de révision de prix datée du 30 juin 2008 et conformément à l'article 2 de l'avenant n° 2 au Contrat cadre référencé ci-dessus, veuillez noter que l'indice global de juillet 2008 publié par Eurostat est 108,90.

A compter du 19 septembre 2008 vos offres fermes et définitives doivent être calculées sur base des prix indexés.

Je vous remercie de bien vouloir nous transmettre votre bordereau de prix indexés à l'adresse mentionnée ci-dessous. Ce dernier sera joint à l'avenant n° 2.

Commission européenne
DG TREN
Unité R3 – Valérie Defays
DM 24 1/125
B-1049 Bruxelles

Je vous prie d'agréer, Monsieur Nandrin, mes salutations distinguées.

Marie Wolfcarius



EUROPEAN COMMISSION
DIRECTORATE-GENERAL FOR ENERGY AND TRANSPORT
DIRECTORATE P – General Policy

R3/VD

AMENDMENT N° 2

TO FRAMEWORK SERVICE CONTRACT

CONTRACT N° 2006-09/TREN-R3/Lot n°4

The European Community (hereinafter referred to as "the Community"), represented by the Commission of the European Communities (hereinafter referred to as "the Commission"), which is represented for the purposes of the signature of this contract by Marjeta JAGER, Director of the Directorate for General Policy of the Directorate-General for Energy and Transport,

OF THE ONE PART,

and

MOSTRA

Société anonyme

Statutory registration number: RCB 481 641

1001 Chaussée d'Alsemberg, B-1180 Bruxelles

VAT registration number BE 429.063.662

(hereinafter referred to as "the Contractor"), represented for the purposes of the signature of this amendment by Alain Nandrin, General Manager,

OF THE OTHER PART,

Having regard to Contract No 2006-09/TREN-R3/Lot n°4 concluded between the Commission and the Contractor on 19th September 2006 ("the Contract") and the amendment n°1 signed on 17/08/2007.

DG TREN		CODE:				
A/		512343				
ACTION:		ECHEANCE:				
25 08 2008						
Mer						
(R)	A	B	C	D	E	F
G	H	I	P	CP1	CP2	CP3
DG	ASS	01				AAE
			DGA	DGA	DGA	

CONFORME A L'ORIGINAL

V. Dejans

Am

HAVE AGREED AS FOLLOWS:

Article 1

The Contract is renewed for a period of one year starting on 19th September 2008.

Article 2

As of 19 September 2008, prices are revised in accordance with the following provision.

The adjustment of prices shall be determined by the trend in the harmonised EU-25 consumer price index published by the Office for Official Publications of the European Communities in the Eurostat monthly bulletin (Theme 2 Economy and Finance, Series B, Short-term trends, Euro "Money, finance and the Euro: Statistics") **in force 2 month before the month in which the revision comes into effect**, according to the following formula:

$$Pr = Po \frac{Ir}{Io}$$

Where:

Pr = the revised price;

Po = the price to be revised;

Ir = the revised EU-25 index;

Io = the initial EU-25, that in force at the time of entry into force of the contract or of the last indexation.

The **price schedule** defined in the Annex II of the Framework Contract will be revised as soon as the harmonised EU-25 consumer price index for the month of **July 2008** is published.

Article 3

All the other provisions of the Contract shall remain unchanged.

Article 4

The present amendment shall enter into force on the date on which it is signed by the last contracting party and will be an integral part of the contract.

SIGNATURES

For the Contractor

Alain Nandrin,

General Manager

Signature:



Alain NANDRIN
Managing Director

Done at Brussels, date: 21.08.2008

For the Commission

Marjeta Jager

Director

Signature:



Done at Brussels, date: 8 August 2008

In duplicate in English.

E. GRILLO PASQUARELLI
Director



Commission européenne
 DG Energie et Transport
 Direction des Ressources
 Unité B3
 Mme Valérie Defays
 DM 24 8/52
 B-1049 Bruxelles

Bruxelles, le 11 octobre 2007

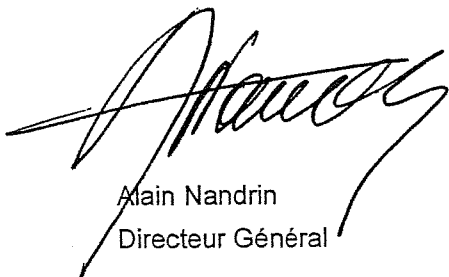
**Objet : Adaptation des prix du bordereau du contrat cadre n° 2006-09/TREN-
 R3/LOT N°4 – Indice harmonisé des prix à la consommation EU-25, indice
 global juillet 2007**

Madame Defays,

Veuillez trouver ci-joint un exemplaire du bordereau de prix indexé signé dont les références sont reprises sous rubrique.

Nous nous tenons à votre disposition pour toutes autres informations.

Veuillez agréer, Madame Defays, l'expression de nos salutations distinguées.


 Alain Nandrin
 Directeur Général

DG TREN		CODE:	
A/		45635	
ACTION:		ECHEANCE:	
22. 10. 2007			
R	A	(B)	C
G	H	I	J
DG	ASS	01	CP1
			CP2
			CP3
			AAE
			DGA
			DGA
			DGA
			CD
			EFG
			HI

Price Schedule

Description	Unit price 2007-2008
Personnel	
Project manager, Coordinator	661,14 /man/day
Junior Project manager	457,72 /man/day
Journalist	528,92 /man/day
Scriptwriter	528,92 /man/day
Director	528,92 /man/day
Assistant director	284,80 /man/day
Script	284,80 /man/day
Production director	528,92 /man/day
Production manager	457,72 /man/day
Production assistant	366,17 /man/day
Senior lighting engineer, Director of photography	457,72 /man/day
Cameraman	406,86 /man/day
Assistant cameraman (video)	284,80 /man/day
TV Expert, Communication advisor	773,03 /man/day
Press relations officer, Press Attaché	488,23 /man/day
Assistant to Press relations officer	366,17 /man/day
Studio sound engineer	386,52 /man/day
Sound operator	386,52 /man/day
Senior graphic designer	528,92 /man/day
Junior graphic designer	447,54 /man/day
Head technician, head electrician, head set mover	284,80 /man/day
Technician, electrician, set mover	244,11 /man/day
Stylist – Props	284,80 /man/day
Make-up artist	284,80 /man/day
Set designer	284,80 /man/day
Actor	762,86 /man/day
Extra	76,29 /man/day
Reduction factor for ½ day for the above personnel categories	33,00 %



Price Schedule (Continued)

Description	Unit price 2007-2008
Technical equipment and basic services for editing and sound tracks	
Computer workstation to view rushes/footage	122,06 /day
Purchase of archive pictures (average european rights)	254,29 /min
Technical costs for archive pictures (average estimate)	76,29 /min
Low resolution digitalisation of images	91,54 /hour
Off-line virtual editing (editor included)	732,34 /day
Off-line virtual editing (editor included)	91,54 /hour
High resolution digitalisation of images	91,54 /hour
On-line virtual editing (editor included)	732,34 /day
On-line virtual editing (editor included)	91,54 /hour
Digital tape editing (editor included)	813,72 /day
Digital tape editing (editor included)	101,71 /hour
Renting of studio (1)	1017,15 /day
Prompter	254,29 /day
2D graphic palette (graphic artist included)	86,46 /hour
3D graphic palette (graphic artist included)	193,26 /hour
Translation-adaptation EU language	81,37 characters/page /page (1500)
Transcription of interviews in original language (2)	61,03 characters/page /page (1500)
Voiceover, Commentator	305,14 /hour
Recording studio – recording	45,77 /hour
Subtitles (3)	132,23 /min
Dubbing (4)	30,51 /min
Recording studio - mixing	45,77 /hour
Sound technician	48,31 /hour

Musical adaptation (with assignment of rights) (5)	142,40	/min
Original music (with assignment of rights) (5)	610,29	/min
Research for photos or illustrations	457,72	/man/day
Taking photos (including the creation of an online album)	508,57	/man/day
Touching up photos	15,26	/photo
Purchasing photos (including exclusive reproduction rights)	305,14	/photo

Remarks from the tenderer:

- (1) Price for a studio of +/-60 m² - with basic lighting equipment - video equipment not included
- (2) This price corresponds to the hourly rate of the translator who rewrites the interview in their
- (3) This price includes translation and spotting.
- (4) Price calculated on the basis of the total number of minutes in the programme.
- (5) Minimum charge of 3 minutes



Price Schedule (Continued 2)	
Description	Unit price 2007-2008
Distribution/Broadcasting	
Delivery by express courier (abroad) (6)	32,55 /unit
Delivery by express courier/messenger service (national)	9,15 /unit
Satellite broadcasting (7)	40,69 /minute
Co-production of TV broadcasts with European TV channels (8)	1564,37 /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 (MPEG 1 or MPEG 2 or MPEG 4, plus formats RealVideo, wmv and QuickTime for videostreaming) (9)	25,43 /min
	76,29 /5 min
	101,71 /10 min
	152,57 /20 min
Authoring/senior programmer	528,92 /man/day
Junior programmer	386,52 /man/day
Creation Master CD-Rom	61,03 /unit
Creation Master DVD5/DVD9 (10)	228,86 /unit
Remark: the posts senior and junior graphic designer are included in the category « Personnel » at the beginning of the list	

Remarks from the tenderer:

(6) Price for a Foreign courier service for the 15 "old" Member States (500 to 1000 g).

For a Foreign courier service for the 10 New Member States, the price is **55,00€** (500 to 1000 g).

(7) Price for Uplink, Spatial space and play out. Excluding SNG Truck and technicians.

(8) This price is calculated on the basis of a 26 minutes television documentary of 80.000,00€ whose the part of the Commission is 50%. That is to say 40.000,00€ : 26 minutes = 1538,00€/minute

(9) Price for: from 30 to 60 minutes: 300,00 €

(10) Price for mastering on DLT for DVD 5 replication.
For DVD 9, price for mastering on DLT for replication is **450,00€**

Additional price Schedule

Description	Unit price 2007-2008
Personnel	
Senior manager	864,57 /man/day
Video editor	406,86 /man/day
Translator	488,23 /man/day
Technical equipment and basic services for editing and sound tracks	
Ingest	91,54 /hour
Loggin	122,06 /day



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

With regard to filming equipment (cameras, videos accessories, lighting, sound equipment etc.), tenderers must enclose a complete rate card, expressed in euro and exclusive of VAT, by day and half 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 beneficiary 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.

Filming equipment: rate card		Half day	Day
Description	Unit price 2007-2008		
Betacam SP camera	284,80	284,80	
DVC PRO 25 camera	284,80	284,80	
Betacam Digital camera	325,49	325,49	
DV Cam (DSR 570 type)	284,80	284,80	
DV Cam (PD 160 type)	162,74	162,74	
HD Cam (type Sony HDW 750P or Panasonic DVC PRO HD)	595,03	595,03	
Video accessories	122,06	122,06	
Autocue	254,29	254,29	
Grip: Keywest Dolly	152,57	152,57	
Basic sound video equipment	81,37	81,37	
HF microphone	61,03	61,03	
Lighting - report kit	101,71	101,71	
Lighting - documentary kit	203,43	203,43	
Insurance on filming equipment in %	7,50	7,50	

With regard to standard supplies (original and copied Betacam/VHS/DAT cassettes, 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 with their tenders a completed rate card, expressed in euro and exclusive of VAT.

Supplies	
Description	Unit price 2007-2008
Betacam SP 20'	18,31
Betacam SP 30'	20,34
Betacam SP 60'	30,51
Betacam SP 90'	40,69
Digital Betacam 6'	22,38
Digital Betacam 12'	24,41
Digital Betacam 32'	30,51
Digital Betacam 64'	43,74
Digital Betacam 94'	58,99
DVC Pro 33'	25,43
DV Cam 32'	25,43
DV Cam 64'	35,60
HD 40' cassette	89,51

Duplication

Unit price

Cassettes and boxes included

COPIES > VHS PAL & SECAM 2007-2008									
	10'	20'	30'	45'	60'	75'	90'	105'	120'
1 copy	21,36	22,94	24,41	25,99	27,46	27,46	32,09	35,13	36,62
2 copies	15,26	16,67	17,43	18,31	19,11	19,11	22,01	24,41	25,22
3 - 5	15,26	16,67	17,43	18,31	19,11	19,11	22,01	24,41	25,22
6 - 10	12,09	12,86	13,63	14,54	14,92	14,92	16,06	17,59	18,31
11 - 20	7,12	7,98	8,43	9,89	12,09	12,09	12,86	13,22	13,62
21 - 50	5,38	5,69	5,99	6,45	7,97	7,97	8,74	9,50	10,11
51 - 80	4,92	5,38	5,69	6,10	6,91	6,91	7,97	8,74	9,15
80 - 150	3,33	3,63	3,78	4,07	4,70	4,70	5,77	6,45	6,91
151 - 300	3,24	4,57	3,70	4,01	4,55	4,55	5,53	6,10	6,45
301 - 500	1,95	2,26	2,49	3,02	3,63	3,63	4,47	4,92	5,46
501 - 999	1,83	2,14	2,37	2,75	3,51	3,51	4,35	4,58	5,34

Remarks:

These prices have been calculated for PAL or SECAM VHS duplication on the basis of Betacam SP or DV CAM sources.

PRINTING AND MAINTENANCE OF VHS COVER	2007-2008
Up to 100 copies: laser colour printing	1,53
100-500 copies: digital printing	1,51
500-1000 copies: offset printing	0,92
>1.000 copies	0,70

COPIES > BETACAM SP		
	Min.	Price 2007-2008
From BETACAM SP > BETACAM SP	15'	55,94
	30'	66,11
Cassettes and boxes included	60'	101,71

	Min.	Price 2007-2008
From BETACAM DIGITAL or DV CAM > BETACAM SP OU DV CAM	15'	61,03
	30'	76,29
Cassettes and boxes included	60'	122,06

COPIES > BETACAM DIGITAL		
	Min.	Price 2007-2008
From BETACAM DIGITAL > BETACAM DIGITAL	15'	71,20
	30'	101,71
Cassettes and boxes included	60'	152,57

COPIES > DVC PRO		
	Min.	Price 2007-2008
From BETACAM SP or DV CAM > DVC PRO	15'	43,74
	30'	68,15
Cassettes and boxes included	60'	110,87

COPIES > HD		
	Min.	Price 2007-2008
From all support > HD Cam	10'	162,74
	30'	242,08
Cassettes and boxes included	60'	350,92

TRANSCODING NTSC <> PAL		
	Min.	Price 2007-2008
From BETACAM SP or VHS > VHS	15'	21,36
	30'	24,41
Cassettes and boxes included	60'	30,51

	Min.	Price 2007-2008
From BETACAM SP/DIGITAL > BETACAM SP/DIGITAL	15'	184,10
	30'	302,09
Cassettes and boxes included	60'	544,17

DUPLICATION VIDEO IN DVD VIDEO AND TO CD-ROM

A. DUPLICATION IN DVD VIDEO

From Betacam Digital > DVD R = burning (small amounts)

Duration >	10'	2007-2008	20'	2007-2008	30'	2007-2008	60'	2007-2008
Per copy		21,36		31,53		38,65		61,03

DVD and box included (excl. jacket). The DVD+R doesn't include authoring, only the transfer of the video on DVD.

From Betacam Digital > DVD 5 = pressing (minimum 500 pieces)	2007-2008
Unit price for 500 copies and more	4,41 €
Unit price for 1.000 copies and more	2,93 €
Unit price for 2.000 copies and more	1,87 €
Unit price for 5.000 copies and more	1,75 €
From Betacam Digital > DVD 9 = pressing (minimum 500 pieces)	
Unit price for 1000 copies and more	4,21 €
Unit price for 2.000 copies and more	2,07 €
Unit price for 5.000 copies and more	1,85 €

Duplication (glassmaster, jacket 4 colours, label 4 colors and boxes included).
Doesn't include the design and pre-press of the jacket and the label.

B. DUPLICATION VIDEO TO CD-ROM

	2007-2008
Burning (small quantities)	
CD-ROM burned (price per unit without MPEG1 compression/coding)	25,43 €
Pressing (minimum 500 pieces)	
Unit price for 500 copies	2,26 €
Unit price for 1000 copies	1,45 €
Unit price for 2000 copies	1,28 €

Duplication (glassmaster, jacket 4 colours, label and boxes included).
Doesn't include the design and pre-press of the jacket and the label.



COMMISSION EUROPÉENNE
DIRECTION GENERALE DE L'ENERGIE ET DES TRANSPORTS
DIRECTION R - Ressources
Information & Communication, gestion des documents

Bruxelles, le 02 OCT. 2007
TREN B3/vd D(2007) 322371

Mostra

M. Alain Nandrin
Chaussée d'Alseberg 1001
1180 Bruxelles

Objet: Avenant n°1 au Contrat cadre N° 2006-09/TREN-R3/Lot n°4 – Indice harmonisé des prix à la consommation EU-25, indice global juillet 2007

Monsieur Nandrin,

Considérant votre demande de révision de prix datée du 11 juin 2007 et conformément à l'article 2 de l'avenant n° 1 au Contrat cadre référencé ci-dessus, veuillez noter que l'indice global de juillet 2007 publié par Eurostat est 104,41.

A compter du 19 septembre 2007 vos offres fermes et définitives doivent être calculées sur base des prix indexés.

Je vous remercie de bien vouloir nous transmettre votre bordereau de prix indexés à l'adresse mentionnée ci-dessous. Ce dernier sera joint à l'avenant n° 1.

Commission européenne
DG TREN
Unité B3 – Valérie Defays
DM 24 8/52
B-1049 Bruxelles

Je vous prie d'agréer, Monsieur Nandrin, mes salutations distinguées.

CONFORME A L'ORIGINAL

U Defays

Koskimaki Liisa
Koskimaki Liisa

Commission européenne
DG Energie et Transport
Direction des Ressources
Valérie Defays
DM 24 8/52
B-1049 Bruxelles

B3/VD

Bruxelles, le 17 Août 2007

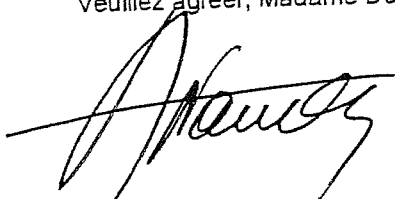
Objet : Amendement n°1 - contrat cadre n° 2006-09/TREN-R3/LOT N°4

Madame Defays,


Veuillez trouver ci-joint un exemplaire du contrat dûment signé dont les références sont reprises sous rubrique.

Nous nous tenons à votre disposition pour toutes autres informations.

Veuillez agréer, Madame Defays, l'expression de nos salutations distinguées.


Alain Nandrin,
Directeur Général

CONFORME A L'ORIGINAL



DG TREN		CODE:				
A/		40860				
ACTION:		Echeance:				
27.08.2007						
R	A	B	C	D	E	F
G	H	I	J	CP1	CP2	CP3
DG	ASS	01				AAE
			DGA	DGA	DGA	
			CD	EFG	HI	



EUROPEAN COMMISSION
DIRECTORATE-GENERAL FOR ENERGY AND TRANSPORT
DIRECTORATE R - Resources

AMENDMENT N° 1

TO FRAMEWORK SERVICE CONTRACT

CONTRACT N° 2006-09/TREN-R3/Lot n°4

The European Community (hereinafter referred to as "the Community"), represented by the Commission of the European Communities (hereinafter referred to as "the Commission"), which is represented for the purposes of the signature of this contract by Mr Augusto Bonucci, Director of the Directorate for Resources of the Directorate-General for Energy and Transport,

OF THE ONE PART,

and

MOSTRA

Société anonyme

Statutory registration number: RCB 481 641

1001 Chaussée d'Alsemberg, B-1180 Bruxelles

VAT registration number BE 429.063.662

(hereinafter referred to as "the Contractor"), represented for the purposes of the signature of this amendment by Alain Nandrin, General Manager,

OF THE OTHER PART,

Having regard to Contract No 2006-09/TREN-R3/Lot n°4 concluded between the Commission and the Contractor on 19th September 2006 ("the Contract").

HAVE AGREED AS FOLLOWS:

Article 1

The Contract is renewed for a period of one year starting on 19th September 2007.

Article 2

As of 19 September 2007, prices are revised in accordance with the following provision.

The adjustment of prices shall be determined by the trend in the harmonised EU-25 consumer price index published by the Office for Official Publications of the European Communities in the Eurostat monthly bulletin (Theme 2 Economy and Finance, Series B, Short-term trends, Euro "Money, finance and the Euro: Statistics") **in force 2 month before the month in which the revision comes into effect**, according to the following formula:

$$Pr = Po \frac{Ir}{Io}$$

Where:

Pr = the revised price;

Po = the price to be revised;

Ir = the revised EU-25 index;

Io = the initial EU-25, that in force at the time of entry into force of the contract or of the last indexation.

The **price schedule** defined in the Annex II of the Framework Contract will be revised as soon as the harmonised EU-25 consumer price index for the month of **July 2007** is published.

Article 3

All the other provisions of the Contract shall remain unchanged.

Article 4

The present amendment shall enter into force on the date on which it is signed by the last contracting party and will be an integral part of the contract.

Globe Village
Chaussée d'Alsemberg 1001 - B-1180 Brussels
T +32 (0)2 537 44 00 - F +32 (0)2 537 21 67
mostra@mostra.com - www.mostra.com



European Commission
Directorate-General for Energy and
Transport
Directorate for Resources
Unit RO1
DM 28 07/113
B-1049 BRUXELLES

REGISTERED MAIL

Brussels, September 21th, 2006

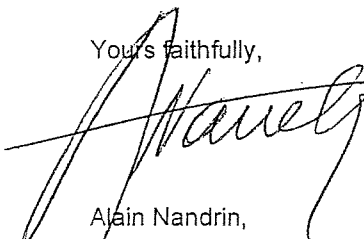
Subject : " Contract N° 2006-09/TREN-R3/Lot n° 4 "
Your Ref. : Invitation to tender N° TREN/400/01- 2006 of 7 March 2006 lot n°4 –
Multiple Framework contract for the provision of "actions in the audiovisual
sector"/Contractor's bid of 19 April 2006.

Dear Ms. Beckers,

Please find enclosed a signed copy of the above mentioned contract.

We would like to thank you for your confidence in Mostra, and assure you we will do our utmost
to ensure that our services meet your expectations.

Yours faithfully,


Alain Nandrin,
Managing director

DG TREN		CODE:				
A/		32989				
ACTION:		ECHEANCE:				
25. 09. 2006						
R	A	B	C	D	E	F
G	H	I	J	CP1	CP2	CP3
DG	ASS	01	DGA	DGA	DGA	AAE
			CD	EFG	HI	

Encl. 1 copy of the contract and its annexes



EUROPEAN COMMISSION
DIRECTORATE-GENERAL FOR ENERGY AND TRANSPORT
DIRECTORATE R - RESOURCES
The Director (acting)

Brussels, 12 SEP. 2006
TREN/R3/RF/cc D(2006) 216908

REGISTERED MAIL

Mr Alain NANDRIN
General Manager
MOSTRA s.a.
1001, Chaussée d'Alseberg
B-1180 Bruxelles

Subject: Contract No 2006-09/TREN-R3/Lot n°4

Ref. : Invitation to Tender No TREN/400/01-2006 of 7 March 2006 lot n° 4 –
Multiple Framework contract for the provision of “actions in the
audiovisual sector” / Contractor's bid of 19 April 2006

Dear Sir,

Please find enclosed two copies of the above-mentioned contract duly signed and dated by the Commission's authorised representative.

I would be grateful if you could return one copy of this contract, dated and signed by your authorised representative. Please note that the contract and all annexes must be initialled by you. Please send this contract by courier or express mail to the following address:

Commission of the European Communities
Directorate-General for Energy and Transport
Directorate for Resources
Unit R01
DM 28 07/113
B-1049 Brussels

May I draw your attention to the following:

- In case of non receipt – at the above-mentioned address – of the contract dated and duly signed and initialled by the authorised person within 15 calendar days, the Commission reserves itself the right to cancel its commitment under the contract, or
- in the event of any alteration or modification made to the text of the contract or its annexes, these should be regarded as null and void and the Commission should not longer be bound by this contract.

Yours faithfully,

Dirk BECKERS

Enclosure: 2 copies of the contract and its annexes