

EUROPEAN COMMISSION

DG Health and Consumer Protection

Directorate A - General Affairs

A4 - Information: systems and publications

## FRAMEWORK SERVICE CONTRACT

CONTRACT NUMBER – SANCO/2005/A4/05 Lot4

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 Ms Marie-Paule Benassi, Head of Unit Sanco A4,

of the one part,

and

MOSTRA S.A  
Globe Village  
Chaussée d'Alsemberg 1001  
B- 1180 Brussels  
Belgium  
BE 429.063.662

(hereinafter referred to as "the Contractor"), represented for the purposes of the signature of this contract by Mr Alain Nandrin, Directeur Général,

of the other part,

HAVE AGREED

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

- |                   |   |
|-------------------|---|
| <b>Annex I</b>    | Tender Specifications (Invitation to Tender No. SANCO/2005/A4/05) |
| <b>Annex II</b>   | Contractor's Tender (No SANCO A/11933)                            |
| <b>Annex III</b>  | Schedule of prices  |
| <b>Annex IV</b>   | Request for service form - template                               |
| <b>Annex V</b>    | Specific Contract - template                                      |
| <b>Annex VI</b>   | Order form - template   |
| <b>Annex VII</b>  | Reimbursement of daily allowances                                 |
| <b>Annex VIII</b> | Financial identification form                                     |

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 of the Tender (Annex II).

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

## **I – SPECIAL CONDITIONS**

### **ARTICLE I.1 - SUBJECT**

- I.1.1 The subject of the Contract is to provide external support for communication activities in the field of health and consumer protection, more specifically to provide the European television networks and stations with reports, documentaries, video news releases (VNR) and other material that could be published also on the Internet or in DVDs on issues related to the policy areas of the DG SANCO. (Lot 4).
- I.1.2 Signature of the Contract imposes no obligation on the Commission to purchase. Only implementation of the Contract through orders and specific contracts is binding on the Commission.
- I.1.3 Once implementation of the Contract has been asked or has commenced, the Contractor shall reply and execute the tasks in accordance with all terms and conditions of the Contract.
- I.1.4 The Contract does not confer on the Contractor any exclusive right to provide the services described in Annex I to the Commission.

### **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 an order or specific contract enters into force.
- I.2.3 The Contract is concluded for a period of two years 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 orders and specific contracts after its expiry, but no later than two years.

- I.2.5** The Contract may be renewed up to two times, each time for a period of one year, 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 : as listed in Annex III.

- I.3.2** Prices shall be expressed in EUR.

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

From the beginning of the second year of duration of the Contract, each price may be revised upwards or downwards each year, where such revision is requested by one of the contracting parties by registered letter no later than three months before the anniversary of the date on which it was signed. The Commission shall purchase on the basis of the prices in force on the date on which orders or specific contracts are signed. Such prices shall not be subject to revision.

This revision shall be determined by the trend in the harmonised consumer price index published for the first time by the Office for Official Publications of the European Communities in the Eurostat New Cronos Database <http://www.cc.cec/newcronos/> (Theme 2 - Economy and Finance; Price – Prices and Purchasing Power Parities; HICP – Harmonized Indices of Consumer Prices; HMIDX – Monthly data (index))

Revision shall be calculated in accordance with the following formula:

$$Pr=Po*Ir/Io$$

where:

- Pr = revised price;  
Po = price in the original tender;  
Io = index for the month in which the validity of the tender expires;  
Ir = index for the month in which the revised prices take effect.

- I.3.4.** In addition to the total service amount specified in each specific contract, travel, subsistence and shipment expenses shall be reimbursed in accordance with Article II.7, as shall other variable expenses provided for by the Tender Specifications up to a maximum amount that will be specified in each specific contract. The daily subsistence allowance referred to in Article II.7.4(d) shall be determined in accordance with Annex VII.

## **ARTICLE I.4 – IMPLEMENTATION OF THE CONTRACT**

### **I.4.1 Specific contracts**

The Commission shall specify the services needed (type of services and timetable) and send a written request to the Contractor to submit an offer according to the form in annex IV. From the sending of the request, the Contractor shall have 3 working days to notify the Commission its willingness to submit an offer and 7 working days to make the offer including the resources to be allocated with particulars in support.

Within 5 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 by the Contractor to observe either of these deadlines or disagreement on the allocation of resources, the Contractor shall be considered unavailable and the Commission shall be entitled to send the request to the next contractor on the list as a result of the award procedure of the invitation to tender (see Annex I).

### **I.4.2 Orders**

The Commission shall specify the services needed and the delivery time in an order according to the form in annex VI. From the sending of the order, the Contractor shall have 5 working days to accept the order in signing and sending back the form or to refuse it.

In the event of refusal or non observance of the 5 working days deadline, the Contractor shall be considered unavailable and the Commission shall be entitled to send an order to the next contractor on the list as a result of the award procedure of the invitation to tender (see Annex I).

## **ARTICLE I.5 – TERMS OF PAYMENT**

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 and provided the Commission has accepted the work as defined in the acceptance procedure at I.5.4 below.

### **I.5.1 Pre-financing:**

Within 10 days of the date on which the last party signs the specific contract, and provided a relevant invoice is sent, a pre-financing payment of 20 % of the total value of the specific contract shall be made.



### **I.5.2 Interim payments:**

Schedule for interim payments will be indicated in the request for service. Interim payment will be admissible if accompanied by :

- an interim technical report accepted by the Commission according to the procedure laid down at I.5.4 below
- statements of reimbursable expenses in accordance with Article II.7
- the relevant invoices

### **I.5.3 Payment of the balance:**

The balance shall never be less than 30% of the total service amount foreseen in the specific contract. The request for payment of the balance of the Contractor shall be admissible if accompanied by

- the final technical report accepted by the Commission according to the procedure laid down at I.5.4 below
- statements of reimbursable expenses in accordance with Article II.7
- the relevant invoice.

### **I.5.4 Acceptance procedure:**

Provisions of Art II.4.2 shall apply. In addition the Commission shall have twenty working days from receipt to approve or reject interim and/or final reports, and the Contractor shall have 10 working days in which to submit additional information or a new report.

### **I.5.5 Performance guarantee**

For each specific contract covering services for a total amount of more than 200.000 EUR (two hundred thousand), a guarantee of 5% of the actual amount shall be issued by a bank, an authorised financial institution or a third party in favour of the Commission. It shall be released on payment of the balance of the specific contract. It shall cover its performance in accordance with the terms set out in the specific contract

## **ARTICLE I.6 – BANK ACCOUNT**

Payments shall be made to the Contractor's bank account denominated in euro, identified in the financial identification form in annex VIII.

## **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 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 Health and Consumer Protection  
Directorate A, Unit 4  
Rue de la Loi  
B-1049 Brussels  
Belgium

Contractor:

Mr Patrick Vastenaekels  
MOSTRA S.A.  
Chaussée d'Alseberg 1001  
B – 1180 Brussels  
Belgium

**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 Belgium.

**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 Commission acting as data controller 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 Commission address as indicated at I.8. 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 a three 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 OF THE RESULTS - INTELLECTUAL AND INDUSTRIAL PROPERTY**

The contractor should ensure that any work or component of work delivered is original and or free of rights thereon, including copyright and other intellectual or industrial property rights.

### **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 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 Financial guarantee:**

Where required by Article I.5.5, 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. 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 guarantee shall be retained until the 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 Acceptance procedure:**

When a report is a condition for payment, on receipt the Commission shall have the period of time indicated in the Special Conditions at I.5.4 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.

## **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 Annex VII.

**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 days of the date foreseen, and the new date proposed, if any, is considered unacceptable by the Commission;
- (j) where the Contractor is unable, through his own fault, to obtain any permit or licence required for performance of the Contract;
- (k) where the Contractor, after receiving formal notice in writing to comply, specifying the nature of the alleged failure, and after being given the opportunity to remedy the failure within a reasonable period following receipt of the formal notice, remains in serious breach of his contractual obligations.

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

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

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

**II.15.4** Consequences of termination:

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

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

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



## **ARTICLE II. 16 – LIQUIDATED DAMAGES**

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

## **ARTICLE II. 17 – CHECKS AND AUDITS**

- II.17.1** Pursuant to Article 142 of the Financial Regulation applicable to the general budget of the 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.
- 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.  
Mr Alain Nandrin

signature: \_\_\_\_\_

Done at Brussels, [date] 24.11.2005

In duplicate in English.

For the Commission,  
Ms Benassi Marie-Paule  
Head of Unit

signature: \_\_\_\_\_

Done at Brussels, [date] 25-11-2005

By  
An

## ANNEX I

### Tender Specifications

**Tender SANCO/2005/A4/05**

**Terms of References**

**Framework contract on external support for communication  
activities  
in the field of health and consumer protection**

**Contracting authority: European Commission General  
Directorate for Health and Consumer Protection (DG SANCO)**

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#### ANNEXES:

- A. FRAMEWORK SERVICE CONTRACT
- B. TENDER SUBMISSION FORM
- C. FINANCIAL IDENTIFICATION FORM

## PRELIMINARY INFORMATION CONCERNING THE INVITATION TO TENDER

*The information contained in this document should not in any way be regarded as a commitment on the part of the Commission, to award specific contracts covering the activities described in the scenarios. No binding commitment will be entered into until the procurement procedure is completed and the relevant framework contracts signed.*

The procurement procedure is governed by the following statutory provisions:

- The European Union's public procurement directives, more particularly Council directive 92/50 EEC of 18 June 1992<sup>1</sup> co-ordinating procedures for the award of public service contracts (as last amended).
- Regulations implementing the above mentioned directives for the EU institutions, agencies and other bodies, in particular:
  - Part 1, Title V of the Council Regulation (EC, Euratom) N° 1605/2002 of 25 June 2002<sup>2</sup> on the Financial Regulations applicable to the General Budget of the European Communities;
  - Part 1, Title V of Commission Regulation (EC, Euratom) N° 2342/2002 of 23 December 2002<sup>3</sup> laying down detailed rules for the implementation of Council Regulation (EC, Euratom) N° 1605/2002 of 25 June 2002 on the Financial Regulations applicable to the General Budget of the European Communities.
- The World Trade Organisation's Agreement on Government Procurement, which the European Community joined following Council Decision of 16 November 1987 concerning the conclusion of the Protocol amending the GATT Agreement on Government Procurement.

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<sup>1</sup> OJ L 209, 24.07.1992, p. 1.

<sup>2</sup> OJ L 248, 16.09.2002, p 1.

<sup>3</sup> OJ L 357, 31.12.2002 p. 1.

## 1. TITLE OF TENDER

The purpose of this invitation to tender is to conclude framework contracts with companies capable of assisting the Commission as regards advice, preparation and implementation of information and communication activities relevant in the following policy areas: Consumer protection, Public health, Food and feed safety, Plant protection, Animal health and welfare. The assistance to be provided must enable the Commission to expand and improve its information and communication policy in those areas.

The prior information notice has been published in the Official Journal of the European Union (OJEU) S62/2005 of 30/03/2005 (Ref 059343). The contract notice has been published in the OJEU S110/2005 of 09/06/2005.

The call for tender consists of five lots.

Lot 1 Drafting and production of copy for information products

Lot 2 Relations with the press

Lot 3 Multimedia graphic design and production

Lot 4 Audio-visual services

Lot 5 Back-up for design and organisation of information and communication actions

Tendering companies may submit offers for one or several lots with the exception that companies tendering for lot 5 may not tender for the other lots. A separate offer for each lot must be submitted.

## 2. PURPOSE AND CONTEXT OF THE TENDER

The Commission's Directorate General Health and Consumer protection (DG SANCO) job is to help make Europe's citizens healthier, safer and more confident. Over the years the European Union has established EU laws on the safety of food and other products, on consumers' rights and on the protection of people's health.

DG SANCO has the task of keeping these laws up to date. It is national, regional or even local governments in EU countries who actually apply the EU's health and consumer protection laws. It is their job to make sure traders, manufacturers and food producers in their country observe the rules. Nonetheless, part of the DG's job is to check that this is really happening and that the rules are being applied properly in all EU countries.

Furthermore, the DG has to keep this legislation up to date and abreast of the most recent scientific knowledge. Finally, in certain areas relating to food safety, the DG has to manage risks and crisis.

The DG is seeking external expertise to develop its overall communication strategy and to produce general purpose information products (media relations, written material, audio-visual material and graphical and multi-media products). Large information campaigns such as the Anti-tobacco campaign are not covered by this call for tender.

The assistance required by the Commission should enable it not just to improve the coordination of information and communication activities in the fields of Consumer



protection, Public health, food and feed safety, plant protection, animal health and welfare, but also to expand and improve its information and communication policy in those areas. Ultimately, the aim is to raise awareness of the rules and policies which ensure a proper protection of EU citizens in those fields.

By highlighting the openness, coherence and impact of EU initiatives in this area, the information and communication activities will help to facilitate public access to them and make citizens aware of the importance of what is at stake.

As a general rule, the activities covered by this invitation to tender are likely to take place in the 25 EU Member States as well as Bulgaria, Romania, Croatia and Turkey. In some exceptional cases, services may also take place in other EU neighbouring countries and the Mediterranean basin.

### **Legal bases**

The main legal bases governing Community action in the field of human health, feed and food safety, animal health and welfare and consumer protection are the following:

- Communication COM(2000) 285 from the Commission to the Council, the European Parliament, the Economic and Social Committee and the Committee of the Regions on the health strategy of the European Community
- Decision No 1786/2002/EC of the European Parliament and of the Council of 23 September 2002 adopting a programme of Community action in the field of public health (2003-2008)
- Decision No 20/2004/EC of the European Parliament and of the Council of 8 December 2003 establishing a general framework for financing Community actions in support of consumer policy for the years 2004 to 2007.
- Regulation (EC) No 882/2004 of the European Parliament and of the Council of 29 April 2004 on official controls performed to ensure the verification of compliance with feed and food law, animal health and animal welfare rules.
- Council Decision 90/424/EEC of 26 June 1990 on expenditure in the veterinary field.
- Regulation (EC) No 178/2002 of the European Parliament and of the Council of 28 January 2002 laying down the general principles and requirements of food law, establishing the European Food Safety Authority and laying down procedures in matters of food safety.
- Council Directive 2000/29/EC of 8 May 2000 on protective measures against the introduction into the Community of organisms harmful to plants or plant products and against their spread within the Community.

### **3. SUBJECT OF TENDER**

The services covered by the tender are grouped into five coherent lots corresponding to given professional sectors.

### **3.1. LOT 1 - DRAFTING AND PRODUCTION OF COPY FOR INFORMATION PRODUCTS**

The planned activities concern the drafting and production of copy for information products, mainly written, and of promotional material. The aim is to be able to produce rapidly a range of publications on Consumer protection, Public health, food and feed safety, plant protection, animal health and welfare with the aid of professional writers and drafters.

These activities may include:

- information and data gathering, drafting, translation and linguistic adaptation (texts must be provided by the Contractor in English or French). In some cases the twenty EU languages will be required. The Contractor must ensure that the definitive version is finalised in all the languages: corrections, linguistic concordance, etc.;
- publications such as reports, magazines, newsletters, brochures, leaflets, fact sheets and other written information products, etc.;
- drafting of advertisements (e.g. for publication in the press or for a conference);
- drafting of reports on Consumer protection, Public health, food and feed safety, plant protection, animal health and welfare (e.g. on the occasion of conferences, symposiums, etc.);
- production of promotional material and presentations (Power Point presentations, transparencies, conference kits, information packs for various target groups, etc.);
- Proof-reading, re-writing and translation of text into the twenty EU official languages;
- Desktop publishing;
- Small run (up to 1000 copies) paper duplication.

### **3.2. LOT 2 - RELATIONS WITH THE PRESS**

The purpose of the planned activities is to ensure favourable reporting of EU activities in the written press and audiovisual media in all EU member states with the aid of a dynamic information and communication campaign aimed at journalists who specialise in the areas covered by this invitation to tender.

Against that background, activities may involve:

- advice on one-off activities aimed at the press and audiovisual media, on interesting developments, etc.;
- advice on the appropriate messages for target groups;
- help with the production of press dossiers and reviews, etc.;
- media coverage of events and preparation of press releases for journalists (press and audiovisual media);
- organisation of press conferences on specific subjects or projects aimed at the specialist press;
- monitoring of reporting in the press and audiovisual media (radio and TV), statistics, ratings, quantitative and qualitative analysis of action taken and follow-up contact with journalists;

- compilation and management of mailing lists of European journalists (specialist or otherwise, classified by area of interest).

### **3.3. LOT 3 - MULTIMEDIA GRAPHIC DESIGN AND PRODUCTION**

The planned activities concern graphic design and information products in paper or electronic format.

They may include:

- creation/adaptation/implementation of a corporate image for all the information products produced by the DG SANCO;
- graphic design, image retrieval, layout, production of films for publications such as reports, brochures, leaflets, posters, newsletters, magazines, etc.;
- graphic design and production of advertisements (e.g. for publication in the press);
- photojournalistic reports on Consumer protection, Public health, food and feed safety, plant protection, animal health and welfare (e.g. for conferences, exhibitions, etc.), compilation of a collection of photos concerning these topics;
- design and production of graphic material for promotions and presentations (transparencies, conference kits, information packs for various audiences, etc.);
- Production of cartoons and short animation;
- adaptation of all the above products with a view to putting them on a website and/or on CD-ROM;
- Small run (up to 1000 copies) duplication of multimedia product.

### **3.4. LOT 4 - AUDIO-VISUAL SERVICES**

The main aim of this activity is to provide the European television networks and stations with reports, documentaries, video news releases (VNR) and other material that could be published also on the Internet or in DVDs on issues related to the policy areas of the DG SANCO.

### **3.5. LOT 5 - BACK-UP FOR DESIGN AND ORGANISATION OF INFORMATION AND COMMUNICATION ACTIONS**

The planned activities should help DG SANCO to establish a coherent and effective information and communication policy.

Activities may include:

- analysis of the impact of information and communication activities on target groups and, in the light of the result, recommendations on which groups should be targeted and advice on information and communication;
- quantification of target groups' information requirements;

- qualitative assessment of the main existing information and communication structures, procedures and products;
- back-up for devising an information and communication strategy and its implementation;
- training, as specified by DG SANCO from time to time, in communications techniques, specifically in preparing press releases, dealing with the press, undertaking TV interviews and producing and giving power-point presentations. This training would be aimed particularly at DG SANCO staff.

#### 4. PARTICIPATION IN THE TENDERING PROCEDURE

For each lot, bids must be submitted in 3 parts as follows:

##### 4.1. PART 1: VERIFICATION OF GROUNDS OF EXCLUSION

Tenderers must provide evidence (in the form of an extract from their "judicial record", certificates issued by the competent authorities, etc. – see below) that none of the **grounds for exclusion** apply to them.

The following are **grounds for excluding service providers** from being awarded a contract:

- a) they are bankrupt, being wound up, their affairs are being administered by the court, they have entered into an arrangement with creditors, they have suspended business activities or are in an analogous situation arising from a similar procedure under national laws or regulations;
- b) they are the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding-up or administration by the court or for an arrangement with creditors or any other similar proceedings under national laws or regulations;
- c) they have been convicted of an offence concerning their professional conduct by a judgment which has the force of res judicata;
- d) they have been guilty of grave professional misconduct proven by any means which the Commission can justify;
- e) they have not fulfilled obligations relating to the payment of social security contributions in accordance with the legal provisions of the country in which they are established or that of the awarding authority;
- f) they have not fulfilled obligations relating to the payment of taxes in accordance with the legal provisions of the country of the awarding authority;
- g) they are guilty of serious misrepresentation in supplying or failing to supply the information that may be required by these specifications.

Service providers are asked to furnish proof that they are not in any of the cases listed under (a), (b), (c), (e) or (f), and the awarding authority will accept the following as evidence:

- for cases under (a), (b) and (c), the production of an extract from their "judicial record" or, failing this, an equivalent document issued by a competent judicial or administrative authority in their country of origin or whence they come showing that these requirements have been met;
- for the cases mentioned under (e) and (f), a certificate issued by the competent authority in the Member State concerned;
- Where the country concerned does not issue such documents or certificates, they may be replaced by a declaration on oath made by the person concerned before a judicial or administrative authority, a notary or a competent professional or trade body, in the country of origin or in the country whence that person comes.

#### 4.2. PART 2: VERIFICATION OF SELECTION CRITERIA

Tenderers are invited to read this section carefully and to provide the specific documents and information requested.

For the company and, where appropriate, for each partner:

- full name of legal entity;
- legal status, address;
- contact person;
- person authorised to sign on behalf of the organisation;
- telephone number;
- fax number;
- VAT number;
- email
- number of employees;
- financial statement (see attached form in Annex C indicating the bank name, bank account number, address of bank branch, SWIFT address or equivalent), duly signed by the tenderer and a bank representative;
- proof of the legal status of the legal entity, e.g. entry in a trade or professional register in the country where the company is established.

Tenderers' **economic and financial capacity** will be established by production of the following supporting documents:

- 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 provision of services in the fields covered by the lot(s) over the past three financial years. In relation to the services in the field covered by the lot(s) for which a tender is submitted, a **minimum yearly turnover of 300 000 € (three hundred thousand) is required, except for lot 4**

(audio-visual services) where a minimum yearly turnover of 1.000 000 € (one million) is required<sup>4</sup>.

Tenderers must also supply the requisite information/documents proving that they fulfil the selection criteria based on Table 1 (Information on technical and professional capacity) that is to be found under Point 15 of this document.

On the basis of the documents provided, the contracting authority will evaluate the financial, technical and professional capacity of tenderers. Tenderers not fulfilling the selection criteria will be eliminated and their tenders ineligible for further examination.

#### 4.3. PART 3 AWARD OF THE CONTRACT

See Point 12 below.

### 5. DOCUMENTATION FOR TENDERERS

Additional information concerning DG SANCO can be found at following address:  
[http://europa.eu.int/comm/dgs/health\\_consumer/index\\_en.htm](http://europa.eu.int/comm/dgs/health_consumer/index_en.htm).

### 6. VOLUME AND DURATION OF CONTRACT

The framework contract shall be concluded for an initial period of two years, with the possibility of being renewed annually twice (2+1+1). The anticipated amount of the services which may be ordered over a four-year period could amount up to:

- lot 1: EUR 5 million
- lot 2: EUR 5 million
- lot 3: EUR 3 million
- lot 4: EUR 20 million
- lot 5: EUR 2 million

### 7. PRICE

Prices must be expressed in euros. Contractors are liable for any losses that may result from fluctuations in the exchange rate with non-Euro zone countries.

Prices should be quoted free of all duties, taxes (including VAT) and other charges, as the Communities are exempt from such charges in the EU under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities of 8 April 1965. Exemption is granted to the Commission by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption. For those countries where national legislation provides an exemption by means of a

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<sup>4</sup> In case of a consortium of tenderers, the aggregated turnover of the members of the consortium will be taken into account.

reimbursement, the amount of VAT is to be shown separately. In case of doubts about the applicable VAT system, it is the tenderer's responsibility to contact his national authorities to clarify the way in which the European Community is exempt from VAT.

Prices shall be communicated using table 3. The rates quoted are to include all overheads costs associated with providing the services, including management, office and telecommunication costs. Overhead costs should also cover regular meetings with the Commission services in Brussels or Luxembourg to prepare and monitor the work. A minimum of 2 meetings per order or specific agreement has to be foreseen.

As specified in the framework contract (Art I.3.4), travel expenses (transport, accommodation and subsistence) incurred by the contractor to perform specific tasks will be reimbursed according to the rules applied by the European Commission.

## 8. TERMS OF PAYMENT

See draft contract Art I.5 (Annex A).

## 9. FRAMEWORK CONTRACT AND "CASCADE" PROCEDURE

For each lot DG SANCO intends to conclude framework contracts as the exact quantities and the precise timing of delivery or execution cannot be specified in advance. A framework contract places reciprocal obligations on both parties with regard to those elements which are unalterably and unequivocally established when the contract is concluded, such as price, subject, basic performance conditions and duration. In this case, the General Conditions applicable to service contracts referred to above shall apply (See also draft framework contract in Annex A).

In order to ensure security of supplies and taking into account the market size of the lots, it is intended to conclude for each lot multiple framework contracts (« cascade ») with 3 contractors (A,B and C) selected in the order of priority as a result of the award procedure (see Point 10).

This will result in the conclusion of 3 separate framework contracts containing identical provisions between DG SANCO and contractors A, B and C. As the need for specific services arises, **the following procedure for the placing of subsequent orders or for the conclusion of specific contracts** will apply (see also Art I.4 of framework service contract):

DG SANCO will specify the services needed (type of services and timetable) and send a written request to contractor A to submit an offer in the case of complex service to be delivered or will place an order.

**In case of a specific contract** : From the sending of the request, contractor A will have 3 working days to notify DG SANCO its willingness to submit an offer and a further 7 working days to make the offer including the resources to be allocated with particulars in support. Within 5 working days of a specific contract being sent by DG SANCO to contractor A, DG SANCO shall receive it back, duly signed and dated.

**In case of an order** : From the receipt of an order, contractor A will have 5 working days to notify DG SANCO of its acceptance. This order will then become contractually binding.

In the event of failure by Contractor A to observe either of these deadlines or disagreement on the allocation of resources, Contractor A shall be considered unavailable and DG SANCO shall be entitled to send a request or an order to Contractor B. The same procedure may be subsequently applied to contractor C if need be.

**In all cases the first contractor on the priority list as a result of the award procedure will be consulted first.**

## **10. RELATIONS WITH THE COMMISSION AND SUBCONTRACTING**

The Contractor, and the company manager in particular, will have to work closely and regularly with the DG SANCO information and communication unit or other SANCO units if necessary.

Contractors may use subcontractors when it proves necessary, provided the Commission gives its agreement and up to a maximum amount of 60% of the work covered by a specific contract. The Contractor must demonstrate his willingness to subcontract some parts of the work if necessary. Tenderers will have to mention the kind/parts of work which they plan to subcontract and the names of the companies to which they envisage subcontracting a part of the work. However, the successful tenderer will be responsible for the quality of the work provided by any such subcontractors and will retain full liability towards the Commission for performance of the contract as a whole.

Tenderers must inform the subcontractor(s) that Article II.13 of the Framework service contract (Annex A) will be applied to them.

## **11. STABILITY OF SERVICE**

The Commission and the Contractor will transfer to each other the information needed for the services to be provided. They will maintain the required level of information and make it available to the other party so that it can provide the services in question throughout the life of the contract. No charge will be made for updating information.

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 agreements.

To that end, the Contractor will replace staff gradually and organise the transfer of information for the services to be provided, the cost of which will be borne by him. In no event may the Contractor invoke a change of staff as a reason for failing to meet one of his obligations, in particular as regards deadlines and quality.

For all tasks with a low degree of substitutability, for example project coordination, studies and development, the Contractor shall ensure that staff are changed only in the event of circumstances beyond his control.

## **12. AWARD CRITERIA**

Contracts will be awarded on the basis of the "best value for money" criteria. Bids will be compared with each other by evaluating their content both from a technical and a financial point of view.



The assessment will start with the **quality** of the technical proposal, which will be divided into two parts: the general approach proposed (50 points) and case studies (50 points). **Tenders scoring less than an overall total of 60 points will not be allowed further examination and will be excluded from the rest of the assessment procedure.**

The assessment will follow with the financial part: based on the price lists to be completed (table 3), tendering companies will present a detailed estimate of costs for each of the case studies (table 4).

The award criteria detailed hereafter will be applied.

## 12.1. QUALITY

For each lot the quality of the proposals will be evaluated as explained below:

- a maximum of 50 points will be awarded for the general approach proposed, as detailed in table 2 and according to the following criteria :

**Quality and consistency of the proposal (20 points), organisation and management of the team (10 points), creativity of approach (10 points), impact of activities carried out (10 points)**

- a maximum of 50 points will be awarded for the quality and accuracy of the case studies, as detailed in table 3.

Tenders should elaborate on all points addressed by these specifications in order to score as many points as possible. The mere repetition of mandatory requirements set out in these specifications, without going into details or without giving any added value, will only result in a very low score. In addition, if certain essential points of these specifications are not expressly covered by the tender, the evaluators may decide to give a zero mark for the relevant qualitative award criteria.

It is up to tenderers to prepare their own detailed organisation and methodology and technical proposals so that they fulfil the general requirements described in these Terms of Reference. Detailed guidelines are to be found under Point 13 "Tender Format".

## 12.2. PRICE

Bids which have successfully passed the quality evaluation will be assessed on their price on the basis of the estimated costs submitted for the case studies in table 4. For each lot the total cost evaluation of the case study or the added cost of the two case studies will be taken into consideration to assess the financial bid.

The tenderer should establish his price schedule (table 3) and supply hypothetical prices to the lot his tender refers. The case studies described in the tender must enable the awarding authority to compare the financial bids and to check that the technical description has been correctly interpreted by the tenderer.

For each lot, bids will be ranked in order of priority on the best value for money criteria (total of quality points / total costs of case studies). The priority list will then serve as a basis for awarding the contracts in accordance with the "cascade" procedure described

before (see point 10).

## 13. TENDER FORMAT

### 13.1. GENERAL

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

Bids may be submitted in any of the official languages of the European Union. However the submission of bids in English or French would facilitate and speed up the evaluation procedure without prejudice to the evaluation process. At the end of the procurement process and following the award of the contracts, all official exchanges of information between the Commission and the contractor relating to the contract shall be made in English or French, unless otherwise specified by the Commission.

Tenders **must include** the following information:

- all the **information and documents requested by the Commission** in order to assess the tender;
- the **price in euros**;
- one **specimen signature of an authorised agent** on the identification form (Annex B), to confirm the validity of the tender (preferably in blue ink);
- a **bank identification form** filled in and signed by an authorised representative of the tenderer and his banker. To facilitate processing the file, please use the standard form which is provided in Annex C

### 13.2. STRUCTURE OF THE TENDER

This section is of great importance in the assessment of the bids, the award of the contracts and the future execution of any resulting contract/order. Certain guidelines are given below, but attention is also drawn to the award criteria, which define those parts of the technical proposal to which the tenderers should pay particular attention. The technical proposal should address all matters laid down in the specifications and should include models, examples and technical solutions to problems raised in the specifications. The level of detail of the tender will be extremely important for the evaluation.

The technical proposal must meet the technical specifications set out below and provide, as a minimum, all the information needed for the purpose of awarding the contract.

For each lot, all bids must be structured in 3 parts :

**Part 1: Verification of grounds of exclusion**

**Part 2: Verification of selection criteria**

**Part 3: Award of the contract:**

**Part 3.1: General approach proposed (see table 2)**

**Part 3.2: Price schedules** (see table 3)

**Part 3.3: Case studies: specific approach proposed + detailed costs** (see table 4)

## **14. OTHER CONTRACTUAL PROVISIONS**

The contractual provisions are described in detail in the draft framework contract and its annexes attached at annex A. It is to be noted that no penalty system will be applied, pre-payment will be allowed up to a maximum of 20% of the total amount in the specific contract or order, the final balance should never be less than 30%, a guarantee of 5% will be requested for specific contracts of a value more than 200.000 € (two hundred thousand).

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## 15. TABLES

### 15.1. TABLE 1 - TECHNICAL AND PROFESSIONAL CAPACITY

The **technical and professional capacity** of tenderers will be established on the basis of the following documents:

<b>Information on technical and professional capacity</b>	
<b>Selection criteria</b>	<b>Documents/information to be provided</b>
<b>Expertise and experience</b>	<ul style="list-style-type: none"> <li>• 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.</li> <li>• Copy of the CVs of the supervisory and other staff proposed by the tenderer to perform the work related to the tender.</li> <li>• Examples of work done in the areas covered by this tender in the past three years; if this work was done in part by subcontractors, tenderers must clearly indicate their own role and contribution</li> <li>• Tenders from consortiums of undertakings or groups of service providers must specify the role, qualifications and 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.</li> </ul>
<b>Language abilities</b>	Statement of the tenderer's language abilities. Most of the work will be primarily performed in English (Drafting texts in French for information products will also be requested). The tenderer must demonstrate a strong ability to draft and operate in this language and provide examples of previous work. This document must also show that tenderers are able to put together at any time a team which can cover all twenty official EU languages. Examples should be given of previous work in EU languages other than the tenderer's own language.
<b>Technical capabilities</b>	<ul style="list-style-type: none"> <li>• Statement of the technical equipment and material which the tenderer can use to provide the services indicated in this call for tenders.</li> <li>• Statement describing the services which can be provided by tenderers directly and those which they plan to subcontract.</li> <li>• Particulars of the subcontractors already selected by the tenderer which they may use for certain types of work.</li> <li>• Statement of the average annual workforce of the service provider and the size of the management staff during the last three years.</li> </ul>

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**15.2. TABLE 2 - INFORMATION RELATING TO THE GENERAL APPROACH PROPOSED**

Award criteria	Information to be detailed
<b>1. Quality and consistency of the proposal in respect of the services requested (20 points)</b>	Tenderers should give here a broad description of the approach proposed to attain the Commission's objectives and to provide the services and/or products requested. They must also explain the key indicators and the approach that will be used to guarantee the quality of the services and/or the products requested. They must also identify the main risk factors and explain how they intend to overcome them.
<b>2. Organisation and management of the team proposed to provide the services requested (10 points)</b>	Description of the composition and organisation of the team proposed to ensure maximum efficiency in terms of the costs, speed and quality of the services requested. Tenderers will also describe the approach they intend to adopt to ensure an effective contribution from the staff as a whole and the mechanisms proposed to control the quality of work performed by subcontractors. Detailed description of the part of the work which might be sub-contracted. Tenderers must also indicate the mechanisms whereby new subcontractors can be identified who will deliver services under the best conditions, notably in terms of value for money.
<b>3. Creativity of approach (10 points)</b>	Tenderers should explain how they will develop a creative approach (for example by detailing the methodology they intend to follow in order to conceive a prototype product).
<b>4. Impact of activities carried out (10 points)</b>	Description of the approach proposed to optimise and evaluate the impact of work, particularly in terms of cost effectiveness. Tenderers should also provide details of performance indicators, identified in advance, which enable the work's impact to be assessed in quantitative terms.

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### 15.3. TABLE 3 - PRICE SCHEDULES

Lot 1 - Drafting and production of copy for information products.

Company: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

See part 7 above on the exact price definition.

Price-schedule	
Description	Unit price in €
Information gathering	/man/day
Drafting	/page (2000 characters/page) <sup>5</sup>
Rewriting	/page (2000 characters/page)
Coordination	/man/day
Translations and adaptations by Community language	/page (2000 characters/page)
<b>Pre-press (only where a paper version of a newsletter is produced):</b>	
Layout	/page (2000 characters/page) per language
Proof-reading	/man/hour (per language)
Uniformity	/man/hour (per language)
Graphics/illustrations	/per illustration
Photoengraving	/per illustration
Flashing, changing to black (text)	/page X 4 (four colours)
Colour laser proof (A3), 2 sets	/page
Chemical proof	/page
Making available online on the Europa site	/man/hour (per language)
Duplication of paper copies up to 100 copies	Per page/per copy
Duplication of paper copies from 101 copies up to 500	Per page/per copy

<sup>5</sup> Including spaces.

Duplication of paper copies from 501 copies up to 1000	Per page/per copy
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Since needs for other specific services of this kind may arise the tenderers should attach their complete price catalogue to this bid.

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Lot 2 - Relations with the specialist press and audiovisual media

**Company:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

See part 7 above on the exact price definition.

Price schedule	
Description	Unit price in €
Information gathering and drafting with a view to producing press releases/fact-sheets concerning concrete examples and identification of noteworthy projects	/page <sup>6</sup>
Translation of press releases/fact-sheets concerning concrete examples/press dossiers	/page/language
advice on the press operations to be carried out	/person/day
production of press dossiers (5 pages)	/dossier
production of press reviews	/newspaper or magazine/month
costs of assisting at a press event	person/half-day
costs of organising a press conference	/press conference
establishment and administration of a mailing list of European journalists	/journalist/year
establishment and administration of a mailing list of European journalists	/100 journalists/year
monitoring of press reporting, qualitative analysis of actions for one press release	/study
reproduction of documents	/page

Since needs for other specific services of this kind may arise the tenderers should attach their complete price catalogue to this bid.

<sup>6</sup> One page = approximately 2000 characters.



### Lot 3 - Multimedia graphic design and production

Company: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

See part 7 above on the exact price definition.

Price schedule	
Description	Unit price in €
Graphic design (including retrieval of photos or illustrations) for publications	/day

Production of a dummy	
Format B5	/page
Format A5	/page
Format A4	/page
Format A3	/page
Format A2	/page
Format A1	/page

Page layout from electronic media (text)	
Format B5	/page
Format A5	/page
Format A4	/page

Page setting (text + illustrations)	
Format B5	/page
Format A5	/page
Format A4	/page

Colour proof (Iris type, sublimation or digital print-out)	
Format B5	/proof
Format A5	/proof

Format A4	/proof
Format A3	/proof
Format A2	/proof
Format A1	/proof

<b>Chemical colour proof made from films</b>	
Format B5	/proof
Format A5	/proof
Format A4	/proof
Format A3	/proof
Format A2	/proof
Format A1	/proof

<b>Production of film (2400 dpi)</b>	
Format B5	/film
Format A5	/film
Format A4	/film
Format A3	/film
Format A2	/film
Format A1	/film

<b>Production of film (1200 dpi)</b>	
Format B5	/film
Format A5	/film
Format A4	/film
Format A3	/film
Format A2	/film
Format A1	/film

<b>Production of illustrations and cartoons</b>	
Black and white	/illustration
Colour	/illustration
Animated cartoon	/10 seconds
Digitalisation (corrected scanning) of photos/illustrations	/photograph

Touching up of photographs	/photograph
Taking of photographs	/day
Storing of photographs on CD	/photograph
Hire/purchase of photographs	/photograph

<b>Graphic design of promotional and presentation material</b>	
Documentation folder	/unit
Transparencies for speakers	/unit
CD traycard and booklet	/unit
Photo panel (90 x 100 cm)	/unit
Adaptation of a publication in pdf format	/page
Adaptation of a publication in html format (in accordance with the graphic chart of the Europa server)	/page
Storage of publications on CD and creation of an access index	/page
Duplication of CD	/copy

<b>Graphic images</b>	
2D graphic palette	/hour
2D graphic artist	man/hour
Graphic palette (Harry, Soft Image, Flint)	/hour
3D graphic palette (Flame and Henry)	/hour
Graphic artist for Harry, Henry, Flame, Flint Soft Image	man/hour

Since needs for other specific services of this kind may arise the tenderers should attach their complete price catalogue to this bid.

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Lot 4 - Audio-visual services.

Company: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

See part 7 above on the exact price definition.

Price schedule	
Description	Unit price in €
<b>Personnel</b>	
• Journalist	person/day
• Researcher	person/day
• Script-writer	person/day
• Producer	person/day
• Assistant producer	person/day
• Script	person/day
• Production director	person/day
• Production manager	person/day
• Production assistant	person/day
• Studio director	person/day
• Photography director	person/day
• Cameraman	person/day
• Camera assistant	person/day
• Prompter technician	person/day
• Chief Electrician	person/day
• Electrician	person/day
• Chef Machiniste	person/day
• Machiniste	person/day
• Sound operator	person/day
• Stylist – prop man	person/day
• Make-up assistant	person/day

• Decorator	person/day
• Actor	person/day
• Extra	person/day
• Surcharge for extra hours further to 10 working hours a day	+%
• Surcharge for any work done on Saturdays, Sundays and holidays, following the agreement of the European Commission	+%

Equipments for shooting film (including insurance)	
• Camera Betacam SP	/day
• Camera Betacam SP with Shutter	/day
• Camera DVC Pro 25	/day
• Camera DVC Pro 25 with Shutter	/day
• Prompter	/day
• Large angle optics x 0,8	/day
• Basic sound material (mixette portable, 1 hand micro , 1 bonnette windshield, 1 micro-cravate, 1 boom)	/day
• Micro HF	/unit
• Reportage lighting equipment	/day

Production float	
• Car TV digital multicamera (3 cameras) with the necessary personnel	/day
• Kilometres	/km

Video editing	
• Editing using Betacam SP 3 machines (editor included)	/day
• Digital editing(editor included)	/hour
• Editor	person/day

Graphic images	
• 2 D graphic palette	/hour

• 2D graphic artist	person/hour
• 3 D graphic palette	/hour
• 3D graphic artist	person/hour

Post-production sound	
• Speaker	/hour
• Translation - adaptation UE language	/page
• Transcription	/hour
• Sound engineer	person/day
• Sound studio	/hour
• Multi-track mixing studio	/hour
• Sound effect engineer	person/day
• Studio sound effects	/hour

Programming advices TV and Co-productions	
• Head of project (general coordination)	person/day
• Expert TV	person/day
• Assistant	person/day

DVD creation	
• Compression	/min
• Authoring/programming	person/day

Supplies	
• Cassette Betacam SP 20'	/unit
• Cassette Betacam SP 30'	/unit
• Cassette Betacam SP 60'	/unit
• Cassette Betacam SP 90'	/unit
• Cassette VHS 20'	/unit
• Cassette VHS 30'	/unit
• Cassette VHS 60'	/unit
• Cassette VHS 90'	/unit
• Cassette VHS 120'	/unit

• Creation of a master for 500 DVD copies (glass master)	/unit
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## Duplication:

### COPIES and TRANSCODING

From BETACAM SP > VHS

	10'	20'	30'	45'	60'	75'	90'	105'	120'
1 copy									
2 copies									
3 to 5									
6 to 10									
11 to 20									
21 to 50									
51 to 80									
80 to 150									
151 to 300									
301 to 500									
501 to 999									

COPIES > BETACAM SP

15'	
-----	--

30'	
-----	--

60'	
-----	--

COPIES > BETACAM Digital

15'	
-----	--

30'	
-----	--

60'	
-----	--

COPIES > DVC Pro

15'	
-----	--

30'	
-----	--

60'	
-----	--

COPIES DVD
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1 to 250				
250to 500				
500 +				

Since needs for other specific services may arise for other productions the tenderers should attach their complete price catalogue to this bid.

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Lot 5 - Back-up for design and organisation of information and communication actions

Company: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

See part 7 above on the exact price definition.

Price schedule	
Description	Unit price in €
Management staff (project director, etc.)	
Supervisory staff (researchers, etc.)	
Technical, administrative and other staff	
Trainer	
Facilitator	

Since needs for other specific services of this kind may arise the tenderers should attach their complete price catalogue to this bid.



## 15.4. TABLE 4 – CASE STUDIES

**ATTENTION:** For each case study, the tenderers are requested to:

- a) Outline the specific approach they propose in order to deliver the services described below.
- b) Explain in detail all steps of the organisation and tasks distribution for each of the case studies described below.
- c) Provide detailed costs estimates based on their unit price schedules as completed above (table 3)
- d) In certain cases provide the requested dummy product.

*NB: these cases are drawn specifically to provide a support for the awarding process. They cannot, in any way, be regarded as an indication of the priorities and the exact nature of future operations.*

NB : Where any item is proposed to be delivered by a sub-contractor, the name of the sub-contractor should be indicated.

### Lot 1 - Drafting and production of copy for information products

#### **Case study N° 1: (25 points)**

Drafting of an article of no more than three A4 pages (6000 characters) in English and translating in French, German and Spanish on “Food labelling in the EU, purposes, principles and challenges” on the basis of the documents published at:

[http://europa.eu.int/comm/food/food/labellingnutrition/foodlabelling/index\\_en.htm](http://europa.eu.int/comm/food/food/labellingnutrition/foodlabelling/index_en.htm)

This article would be published in magazines intended for the general public.

**Dummy Product<sup>7</sup> to be delivered for the case study:** 1 Article in English, and its translation in German.

#### **Case study N° 2: (25 points)**

Drafting of a fact-sheet in English and French for the general public of two A4 pages (no more than 4000 characters), presenting the Programme of Community action in the field of public health (2003-2008). The fact-sheet should explain how the programme benefits EU

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<sup>7</sup> The copyrights for all such products will belong to the tenderers. The Commission intends to use those products only for the evaluation of the tenders

citizens and how those interested can participate in projects. Information on the Programme is published at:

[http://europa.eu.int/comm/health/ph\\_programme/programme\\_en.htm](http://europa.eu.int/comm/health/ph_programme/programme_en.htm)

**Dummy Product<sup>8</sup> to be delivered for the case study:** 1 fact sheet in English and French

## Lot 2 - Relation with the press

### **Case study N° 1: (25 points)**

The Council of Ministers is about to adopt a new decision concerning Nutrition and Health Claims. Information about this proposal is published at:

[http://europa.eu.int/comm/food/food/labellingnutrition/claims/index\\_en.htm](http://europa.eu.int/comm/food/food/labellingnutrition/claims/index_en.htm)

Some stakeholders have expressed reservations about this proposal. Also inaccurate information, claiming that all such advertisements will be banned for any kind of consumer goods, has been published in some countries. Examples of this can be found at the address:

[http://europa.eu.int/comm/dgs/press\\_communication/facts/fact\\_025\\_en.htm](http://europa.eu.int/comm/dgs/press_communication/facts/fact_025_en.htm)

Tenderers must prepare a press campaign targeted to the major European media. The campaign must include a full press pack and the organisation of 3 press events with the participation of the Commissioner: London, Berlin and Paris.

The tenderers tasks are:

-Identification of the most important 10 newspapers, five radio stations and five TV channels in each EU country;

-Drafting of a press release of two A4 pages and a Questions & Answers text in all 20 EU official languages;

-In London, Berlin and Paris organisation of press conferences in the Commission Representation premises. This means:

- Identification of journalists, handling of invitations and follow-up;
- Production of 50 press dossiers for each event (documents to be provided by the Commission);

**Dummy Product<sup>9</sup> to be delivered for the case study:** 1 Press release + 1 Questions & Answers in English, their translation in French.

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<sup>8</sup> The copyrights for all such products will belong to the tenderers. The Commission intends to use those products only for the evaluation of the tenders

<sup>9</sup> The copyrights for all such products will belong to the tenderers. The Commission intends to use those products only for the evaluation of the tenders

**Case study N° 2: (25 points)**

Organisation of a press conference in Brussels to launch the Health and Consumer Protection Programme 2007-2013. Information about this proposal is published at:

[http://europa.eu.int/comm/consumers/overview/programme\\_2007-2013\\_en.htm](http://europa.eu.int/comm/consumers/overview/programme_2007-2013_en.htm)

The press conference is destined to 60 journalists from 30 countries (excluding journalists' travel and subsistence expenses and booking room facilities). Identification of journalists, handling of invitations and follow-up. Production of 100 press dossiers (documents to be provided by the Commission) and delivery to Berlaymont building (Brussels). Presence of 2 persons at the press conference to distribute dossiers (duration three hours).

**NB : No dummy product to be delivered for this case study.**

**Lot 3 - Multimedia graphic design and production****Case study N° 1: (25 points)**

Production, in English, of a leaflet on the key obligations of food and feed business operators. Four colours, DIN A5 format, and seven illustrations (produced by the tenderer). Tenderers must take account of the fact that this leaflet will subsequently be produced in nineteen other languages and will be distributed in all Member States. The text for the leaflet is published at:

[http://europa.eu.int/comm/food/food/foodlaw/responsibilities/index\\_en.htm](http://europa.eu.int/comm/food/food/foodlaw/responsibilities/index_en.htm)

These leaflets will be published on the DG's website in pdf format.

Delivery of the brochure to the Commission in pdf format on a CD-ROM.

**Dummy product<sup>10</sup> to be delivered for the case study: 1 leaflet (paper + CD Rom)**

**Case study N° 2: (25 points)**

Tenderers will propose a dummy for the poster advertising the Annual assembly of Consumer Associations (9-10 September 2005, Brussels) in English. Format DIN A3. The poster will have six colours, and contain an illustration related to the consumers possibility to shop freely around Europe.

Information on this annual event is published at:

[http://europa.eu.int/comm/consumers/cons\\_org/assembly/assembly\\_en.htm](http://europa.eu.int/comm/consumers/cons_org/assembly/assembly_en.htm)

**Dummy product<sup>11</sup> to be delivered for the case study: 1 poster**

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<sup>10</sup> The copyrights for all such products will belong to the tenderers. The Commission intends to use those products only for the evaluation of the tenders

<sup>11</sup> The copyrights for all such products will belong to the tenderers. The Commission intends to use those products only for the evaluation of the tenders

## Lot 4 - Audio-visual services

### **Case study (50 points)**

DG SANCO wants to produce a 3-minute video (BETACAM SP-PAL) intended for the general public explaining the requirements for pet owners who wish to travel with their pet within the European Union.

Information about this can be found at:

[http://europa.eu.int/comm/food/animal/liveanimals/pets/nocomm\\_intra\\_en.htm](http://europa.eu.int/comm/food/animal/liveanimals/pets/nocomm_intra_en.htm)

The video should be produced in 20 EU official languages versions and in an international version.

The requirements are as follows:

- length of video: 3 minutes
- the script will be written by the contractor
- filming and interviews in the country of establishment of the tenderer and any other location considered appropriate by the contractor
- interviews in the language of the interviewees
- commentary and voice-over (original in any official language of the European Union)
- video dubbed into the other official languages of the European Union and the languages of the candidate countries
- production of a master for each language version and the international version

The tenderers are requested to describe how they intend to operate with the Commission services, for the production of this video.

**NB : No dummy product to be delivered for this case study.**

## Lot 5 - Back-up for design and organisation of information and communication actions

### **Case study (50 points)**

DG SANCO is to organise an information campaign on HIV/AIDS in the three Baltic member states with a view to raise awareness among young people of the prevalence of the disease. The selected consultant will be requested to advise SANCO on the planning of this campaign. Tenderers should elaborate a method for assessing the characteristics of the target group and propose appropriate communication tools which will be used during the campaign, taking into account the existing information sources available in those countries.

**NB : No dummy product to be delivered for this case study.**

## ANNEX II

**Contractor's Tender:**

**Ref: No SANCO ADONIS A/11933**

A handwritten signature in black ink, consisting of stylized, overlapping letters, likely representing the initials or full name of the contractor.

## ANNEX III

**Schedule of prices (as in contractor's Tender)**

By  
[Signature]

# Lot 4 – Audio-visual services

Company: MOSRA

Date: 11/07/05

Signature: [Signature]

Patrick VASSENAREKELS, administrator

## Price schedule

Description	Unit price in €
<b>Personnel</b>	
Journalist	520,00 person / day
Researcher	280,00 person / day
Script-writer	520,00 person / day
Producer	600,00 person / day
Assistant producer	450,00 person / day
Script	240,00 person / day
Production director	520,00 person / day
Production manager	450,00 person / day
Production assistant	360,00 person / day
Studio director	280,00 person / day
Photography director	450,00 person / day
Cameraman	360,00 person / day
Camera assistant	250,00 person / day
Prompter technician	250,00 person / day
Chief Electrician	280,00 person / day
Electrician	240,00 person / day
Chef Machiniste	280,00 person / day
Machiniste	240,00 person / day
Sound operator	360,00 person / day
Stylist - prop man	250,00 person / day
Make-up assistant	280,00 person / day

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Decorator	250,00	person / day
Actor	600,00	person / day
Extra	50,00	person / day
Surcharge for extra hours further to 10 working hours a day*	10,00	+%
Surcharge for any work done on Saturdays, Sundays and holidays, following the agreement of the European Commission*	50,00	+%

\* Only for technicians

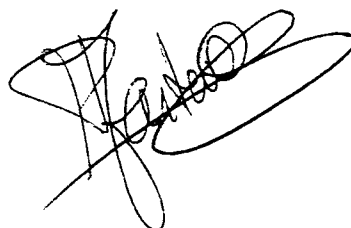
Equipments for shooting film (including insurance)		
Camera Betacam SP (1)	280,00	/ day
Camera Betacam SP with shutter	280,00	/ day
Camera DVC PRO 25 (1)	280,00	/ day
Camera DVC PRO 25 with shutter	280,00	/ day
Prompter	250,00	/ day
Large angle optics x 0,8	120,00	/ day
Basic sound material (mixette portable, 1 hand micro, 1 bonnette windshield, 1 micro-cravate, 1 boom)	80,00	/ day
Micro HF	60,00	/ unit
Reportage lighting equipment	100,00	/ day

\* Les équipements de tournage se louent pour une journée indivisible. Pas de demi tarif.

(1) Toutes les caméras sont actuellement équipées de série avec un shutter

Production float		
Car TV digital multicamera (3 cameras) with the necessary personnel	7560,00	/ day
Kilometres	0,75	/ km

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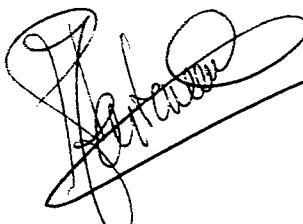

Video editing		
Editing using Betacam SP 3 machines (editor included)	850,00	/ day
Digital editing	30,00	/ hour
Editor	400,00	person / day

Graphic images		
2 D graphic palette	25,00	/ hour
2 D graphic artist	55,00	person / hour
3 D graphic palette (i.e.Flame)	430,00	/ hour
3 D graphic artist	55,00	person / hour

Post-production sound		
Speaker	300,00	/ hour
Translation - adaptation UE language	90,00	/ page
Transcription	60,00	/ hour
Sound engineer	360,00	person / day
Sound studio	45,00	/ hour
Multi-track mixing studio	75,00	/ hour
Sound effect engineer	360,00	person / day
Studio sound effects	45,00	/ hour

Programming advices TV and Co-productions		
Head of project (general coordination)	600,00	person / day
Expert TV	750,00	person / day
Assistant	480,00	person / day

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DVD creation		
Compression (2)	38,00	/ min
Authoring / programming	520,00	person / day

(2) Le prix des compressions (MPEG 2 dans le cas d'un DVD) se calcule par fichier. Pour le détail des prix, se référer au tableau complet dans "Other specific services"

Supplies		
Cassette Betacam SP 20'	18,00	/ unit
Cassette Betacam SP 30'	20,00	/ unit
Cassette Betacam SP 60'	30,00	/ unit
Cassette Betacam SP 90'	40,00	/ unit
Cassette VHS 20'	1,50	/ unit
Cassette VHS 30'	1,60	/ unit
Cassette VHS 60'	1,80	/ unit
Cassette VHS 90'	2,00	/ unit
Cassette VHS 120'	2,20	/ unit
Creation of a master for 500 DVD copies (glassmaster) (3)	1050,00	/ unit

(3) La durée du programme n'étant pas précisée, ce prix comprend la fabrication du glassmaster d'un DVD 5 hors production et authoring. Pour la fabrication d'un glassmaster d'un DVD 9, se référer au bordereau "Other specific services"

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**Additional supplies**

Les prix comprennent la livraison des produits à la Commission européenne à Bruxelles.

Cassette Betacam SP 10'	15,00	/ unit
Cassette Betacam Digital 6'	22,00	/ unit
Cassette Betacam Digital 12'	24,00	/ unit
Cassette Betacam Digital 32'	30,00	/ unit
Cassette Betacam Digital 64'	43,00	/ unit
Cassette Betacam Digital 94'	66,00	/ unit
Cassette DV Cam 32'	25,00	/ unit
Cassette DV Cam 64'	35,00	/ unit
Cassette DVC PRO 33'	25,00	/ unit

**Other specific services****Compression/encoding video digital  
(file type MPEG1, MP3, AVI, WMP, Quick Time, Real)**

- video from 0 to 1 minute	25,00	/ file
- video from 1 to 5 minutes	50,00	/ file
- video from 5 to 20 minutes	100,00	/ file
- video from 20 to 60 minutes	199,00	/ file

**Compression/encoding video digital  
(file type MPEG2, MPEG4)**

- video from 0 to 1 minute	38,00	/ file
- video from 1 to 5 minutes	75,00	/ file
- video from 5 to 30 minutes	150,00	/ file
- video from 30 to 60 minutes	298,00	/ file
- video from 60 to 150 minutes	595,00	/ file

**Costs for sending video cassettes**

Courier Brussels	8,00	/ unit
Courier EU - 15 former MS (from 500 to 1000 g)	32,00	/ unit
Courier EU - 10 new MS (from 500 to 1000 g)	55,00	/ unit

**Specific services for the post-production**

10/07/05  
NHL  
D. R. J.  
M.  
H. J.



**DUPLICATION COPIES AND TRANSCODING****From BETACAM SP > VHS**

Duration >	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 to 5	15,00	16,39	17,14	18,00	18,79	18,79	21,64	24,00	24,79
6 to 10	11,89	12,64	13,40	14,29	14,67	14,67	15,79	17,29	18,00
11 to 20	7,00	7,85	8,29	9,72	11,89	11,89	12,64	13,00	13,39
21 to 50	5,29	5,59	5,89	6,34	7,84	7,84	8,59	9,34	9,94
51 to 80	4,84	5,29	5,59	6,00	6,79	6,79	7,84	8,59	9,00
80 to 150	3,27	3,57	3,72	4,00	4,62	4,62	5,67	6,34	6,79
151 to 300	3,19	4,49	3,64	3,94	4,47	4,47	5,44	6,00	6,34
301 to 500	1,92	2,22	2,45	2,97	3,57	3,57	4,39	4,84	5,37
501 to 999	1,80	2,10	2,33	2,70	3,45	3,45	4,28	4,50	5,25

Cassettes and boxes included

*Remarque:* Pour la duplication VHS, le PAL et le SECAM sont au même tarif**COPIES > BETACAM SP****From BETACAM SP or DV CAM > BETACAM SP**

15' 52,50

30' 60,00

60' 102,00

Cassettes and boxes included

**COPIES > BETACAM DIGITAL****From BETACAM SP or DV CAM > BETACAM DIGITAL**

15' 57,00

30' 96,00

60' 150,00

Cassettes and boxes included

**COPIES > DVC PRO****From BETACAM SP or DV CAM > DVC PRO**

15' 43,00

30' 67,00

60' 109,00

Cassettes and boxes included

MOTOS DAL  
L  
UPZ  
M  
B  
B

## OTHER COPIES BETACAM

From BETACAM DIGITAL > BETACAM SP OU DV CAM

15'	63,00
-----	-------

Cassettes and boxes included

30'	72,00
-----	-------

60'	121,50
-----	--------

## TRANSCODING NTSC <> PAL

From BETACAM SP or VHS > VHS

15'	21,00
-----	-------

Cassettes and boxes included

30'	24,00
-----	-------

## COPIES DVD

1 to 250*	21,00
250 to 500*	3,79
500 +	3,79

\* **Remarque:** Le minimum de pressage d'un DVD est de 500 exemplaires. La gravure, plus onéreuse, ne s'applique que pour des petites quantités (maximum 100 exemplaires). Le prix de la duplication de 1 à 250 a donc été calculé sur la gravure d'un DVD de 10 minutes et les prix de 250 à 500 et 500 et plus, sur le pressage d'un DVD 5 à 500 exemplaires. Pour les autres durées ou autres quantités, voir le poste détaillé ci-après: "Duplication vidéo en DVD vidéo et CD Rom".

18/07/05 11h22  
E

W

Rg  
Rg  
Rg

## DUPLICATION VIDEO EN DVD VIDEO ET CD-ROM

### A. DUPLICATION EN DVD VIDEO

#### De Betacam Digital > DVD R = gravure à la pièce

Durée >	10'	20'	30'	60'
Par copie	21,00	31,00	38,00	60,00

DVD et boîtier compris (hors jaquette). Le DVD+R ne comprend pas d'autoring, uniquement le transfert de la vidéo sur DVD.

#### De Betacam Digital > DVD 5 = pressage (minimum 500 pièces)

Prix unitaire pour 500 copies et plus	3,79 €
Prix unitaire pour 1.000 copies et plus	2,76 €
Prix unitaire pour 2.000 copies et plus	2,24 €
Prix unitaire pour 5.000 copies et plus	1,65 €

#### De Betacam Digital > DVD 9 = pressage (minimum 500 pièces)

Prix unitaire pour 1000 copies et plus	4,22 €
Prix unitaire pour 2.000 copies et plus	3,09 €
Prix unitaire pour 5.000 copies et plus	1,82 €

Duplication (glassmaster, jaquette 4 couleurs, label sur disque 4 couleurs et boîtiers compris).  
Hors création et pre-press de la jaquette et du label.

### B. DUPLICATION EN CD-ROM

#### Prix pour une gravure à la pièce (petites quantités)

Prix unitaire par CD-Rom gravé (hors compression/encodage MPEG 1)	25,00 €
---	---------

#### Prix pour des copies en pressage (minimum 500 pièces)

Prix unitaire pour 500 copies et plus	2,22 €
Prix unitaire pour 1.000 copies et plus	1,43 €

Duplication (glassmaster, jaquette, label et boîtiers compris).

Hors création et pre-press de la jaquette et du label.

## IMPRESSION ET MANUTENTION DE JAQUETTES VHS

Jusque 100 exemplaires : impression laser couleurs	1,50 € l'unité
De 100 à 500 exemplaires : impression digitale	1,15 € l'unité
De 500 à 1.000 exemplaires : impression offset	0,57 € l'unité
Au delà de 1.000 exemplaires	0,36 € l'unité
Manutention : mise jaquette et cassette en boîtier (à partir de 100 copies)	0,33 € par ex.

18/07/05

RHC

W

Se

*[Signature]*



**ANNEX IV**  
**Request for service FORM**  
*Template*

<b>Request Form ID</b>	
<b>Framework Contract N°</b>	
Requesting service Commission	Name of lot

<b>To</b>	Company: [REDACTED]	Phone n°: [REDACTED]	
	Contact person: [REDACTED]	FAX n°: [REDACTED]	

<i>Description of required service</i>	
Specification (reference to attached Technical Annex):	[REDACTED]
Approximate start date:	[REDACTED]
Delivery date (depends on the start date):	
Place of delivery :	[REDACTED]
<b>Date for acceptance or refusal to present an offer: (*)</b>	[REDACTED]
<b>Offer presentation date: (*)</b>	[REDACTED]

<b>From</b>	DG SANCO	Phone n°: [REDACTED]	
	Contact person: [REDACTED]	FAX n°:	
	Signature: ...	Date (dd/mm/yy):	
	Accepted by the company on	Date	
	Refused by the company on	Signature	
		Name in full and complete	
		Function	
		Company seal	

*We wish to remind you that this Request Form does not constitute any firm order, a specific contract has to be signed by both parties before work can begin.*

RSC  


## ANNEX V

### SPECIFIC CONTRACT No implementing Framework Contract No ... *Template*

The European Commission of the European Communities (hereinafter referred to as "the Commission"), which is represented for the purposes of the signature of this contract by [name in full, function, department],

of the one part,

and

[official name in full]  
[official address in full]

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

of the other part,

HAVE AGREED

#### **ARTICLE III.1: SUBJECT**

III.1.1 This specific contract implements Framework Contract No [complete] signed by the Commission and the Contractor on [complete date] [and renewed on complete date].

III.1.2 The subject of this specific contract is [short description of subject].

III.1.3 The Contractor undertakes, on the terms set out in the Framework Contract and in this specific contract and the annex[es] thereto, which form an integral part thereof, to perform the following tasks [:] [specified in Annex I.

#### **ARTICLE III.2: DURATION**

III.2.1 This specific contract shall enter into force on the date on which it is signed by the last contracting party.

III.2.2 The duration of the tasks shall not exceed [days/months]. Execution of the tasks shall start from [date of entry into force of this specific contract] or [indicate date]. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

### **ARTICLE III.3: PRICE**

**III.3.1** The total amount to be paid by the Commission under this specific contract shall be EUR [amount in figures and in words] covering all tasks executed.

It should consist of:

- EUR [amount in figures and in words] covering the services described in the technical annex
- A maximum amount of EUR [amount in figures and in words] to cover the the travel expenses that will be reimbursed according to the provisions of the Framework contract
- A maximum amount of EUR [amount in figures and in words] to cover the following variable costs [specify the type of costs] upon provision of the relevant justificative documents.

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

Annex I: Technical annex

Annex II: Contractor's offer

### **SIGNATURES**

For the Contractor,

[Company name/forename/surname/function]

For the Commission,

[forename/surname/function]

signature[s]: \_\_\_\_\_

signature[s]: \_\_\_\_\_

Done at [Brussels], [date]

Done at Brussels, [date]

In duplicate in English.



## ANNEX VI

## ORDER FORM No [complete]- Template

governed by the provisions of Framework Contract No [complete] signed on [complete]

European Commission [complete organisation and postal details]	Mr/Mrs/Ms [Function] [Company name] [Official address in full]
---	---

Pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities, the Commission is exempt from all taxes and dues, including value added tax, on payments due in respect of this order form.

*[In Belgium, use of this order form constitutes a request for VAT exemption. The invoice must include the following statement: "Commande destinée à l'usage officiel des Communautés européennes. Exonération de la TVA; article 42 § 3.3 du code de la TVA".]*

[illegible]

[Fixed price without reimbursable costs] [Reimbursable costs up to a maximum amount of EUR ... to be added to the price according to the conditions laid down in the Contract]

<p><i>[The duration of the tasks shall not exceed complete].</i></p>	<p><i>Other details:</i></p>
<p><i>[Execution of the tasks shall start from [the date of Contractor's signature of this order form] [complete date].]</i></p>	

Acceptance of this order implies that the Contractor waives all other terms of business or of execution of the services.

For the Commission  
[forename/surname/function]

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

signature:

signature[s]:

Done at *[place]*, *[date]*

Done at *[place]*, *[date]*

28

## ANNEX VII

Reimbursement of daily allowances

A handwritten signature in black ink, consisting of a stylized 'B' followed by a vertical line and a small hook.

# INDEMNITES DE MISSION

## INDEMNITES DE MISSION POUR LES PAYS DE L'UNION EUROPEENNE (Statut)

DESTINATIONS	Indemnité Journalière en EUR	Plafond des frais d'hébergement (hôtel) en EUR
Allemagne	74,14	97,03
Autriche	74,47	128,58
Belgique	84,06	117,08
Chypre	50,00	110,00
Danemark	91,70	148,07
Espagne	68,89	126,57
Estonie	70,00	120,00
Finlande	92,34	140,98
France	72,58	97,27
Grèce	66,04	99,63
Hongrie	50,00	165,00
Irlande	80,94	139,32
Italie	60,34	114,33
Lettonie	85,00	165,00
Lituanie	80,00	170,00
Luxembourg	82,00	106,92
Malte	60,00	115,00
Pays-Bas	78,26	131,76
Pologne	60,00	210,00
Portugal	68,91	124,89

*Handwritten signature/initials*

DESTINATIONS	Indemnité Journalière en EUR	Plafond des frais d'hébergement (hôtel) en EUR
République Tchèque	55,00	175,00
Royaume-Uni	86,89	149,03
Slovaquie	50,00	125,00
Slovénie	60,00	110,00
Suède	92,91	141,27

### 13. INDEMNITES DE MISSION POUR LES PAYS HORS DE L'UNION EUROPEENNE

(Décision de la Commission du 24 janvier 2002)

DESTINATIONS	Indemnité Journalière en EUR	Plafond des frais d'hébergement (hôtel) en EUR
Afghanistan	50	75
Afrique du Sud	50	145
Albanie	50	160
Algérie	85	85
Andorre*	68,89	126,57
Angola	105	175
Anguilla	75	140
Antigua et Barbuda	85	140
Antilles néerlandaises	90	185
Arabie Saoudite	85	195
Argentine	75	210
Arménie	70	210
Aruba	80	185

*Handwritten signature*

*Handwritten signature*

DESTINATIONS	Indemnité Journalière en EUR	Plafond des frais d'hébergement (hôtel) en EUR
Australie	75	135
Azerbaïdjan	70	200
Bahamas	75	115
Bahreïn	80	195
Bangladesh	50	140
Barbade	75	140
Belarus	90	135
Belize	50	135
Bénin	50	100
Bermudes	70	140
Bhoutan	50	130
Bolivie	50	100
Bonaire	90	185
Bosnie Herzégovine	65	135
Botswana	50	135
Brésil	65	180
Brunei	60	165
Bulgarie	70	205
Burkina Faso	55	90
Burundi	50	115
Caimanes, îles	60	135
Cambodge	50	115
Cameroun	55	105
Canada	65	165

*Handwritten signature*



DESTINATIONS	Indemnité Journalière en EUR	Plafond des frais d'hébergement (hôtel) en EUR
Cap-Vert	50	75
Centrafricaine, Rép	60	80
Chili	70	175
Chine	55	155
Cisjordanie et Bande de Gaza	60	110
Colombie	50	120
Comores	50	85
Congo (Rép. Dém. du)	105	140
Congo (Rép. du)	70	115
Cook, îles	50	135
Corée (Nord), R.P.D.	50	180
Corée (Sud), Rép. de	100	200
Costa Rica	50	140
Côte d'Ivoire	60	130
Croatie	60	120
Cuba	75	150
Djibouti	65	170
Dominicaine, Rép.	60	170
Dominique	75	140
Egypte	65	140
El Salvador	55	125
Emirats arabes Unis	70	195
Equateur	50	140
Erythrée	50	80

DESTINATIONS	Indemnité Journalière en EUR	Plafond des frais d'hébergement (hôtel) en EUR
Etats-Unis d'Amérique (Autres)	80	200
Etats-Unis d'Amérique (New York)	100	275
Ethiopie	50	145
Fidji	50	120
Gabon	75	115
Gambie	50	120
Géorgie	80	215
Ghana	70	140
Grenade	75	140
Guadeloupe	65	115
Guam	60	135
Guatemala	50	125
Guinée équatoriale	60	85
Guinée, Rép. de	50	135
Guinée-Bissau	50	90
Guyane	50	160
Guyane Française	55	140
Haïti	65	125
Honduras	50	125
Hong-Kong	60	205
Inde	50	195
Indonésie	50	145
Indonésie - Timor oriental	50	110
Iran, rép islam	55	145

DESTINATIONS	Indemnité Journalière en EUR	Plafond des frais d'hébergement (hôtel) en EUR
Iraq	60	85
Islande	85	160
Israël	105	210
Jamaïque	60	170
Japon	130	275
Jordanie	60	135
Kazakhstan	70	175
Kenya	60	165
Kirghizistan	75	180
Kiribati	60	145
Koweït	85	195
Laos	50	145
Lesotho	50	100
Liban	70	190
Liberia	85	150
Libye, Jamahiriya ar.	50	175
Liechtenstein	80	95
Macao	55	95
Macédoine (ARY)	50	160
Madagascar	50	105
Malaisie	50	200
Malawi	50	165
Maldives	50	135
Mali	60	95

DESTINATIONS	Indemnité Journalière en EUR	Plafond des frais d'hébergement (hôtel) en EUR
Mariannes du Nord, îles	70	135
Maroc	75	130
Marshall, îles	50	135
Martinique	70	110
Maurice, Rép.	60	140
Mauritanie	50	75
Mayotte	50	110
Mexique	70	185
Micronésie	55	135
Moldova	80	170
Monaco*	72,58	97,27
Mongolie	70	90
Montserrat	55	140
Mozambique	60	140
Myanmar	50	75
Namibie	50	85
Nauru	50	135
Népal	50	135
Nicaragua	50	135
Niger	50	75
Nigeria	50	185
Niue	50	135
Norvège	80	140
Nouvelle-Calédonie	55	135

DESTINATIONS	Indemnité Journalière en EUR	Plafond des frais d'hébergement (hôtel) en EUR
Nouvelle-Zélande	60	125
Oman	70	135
Ouganda	55	180
Ouzbékistan	75	155
Pakistan	50	130
Palau	50	135
Panama	50	160
Papouasie Nouvelle Guinée	55	135
Paraguay	50	140
Pérou	75	135
Philippines	60	150
Polynésie française	60	135
Puerto Rico	65	140
Qatar	65	135
Réunion	60	90
Roumanie	60	170
Russie	90	275
Rwanda	65	160
Saint Kitts et Nevis	85	185
Sainte-Lucie	75	140
San Marino*	60,34	114,33
Saint-Vincent et les Grenadines	75	190
Salomon, îles	50	120
Samoa	50	135

DESTINATIONS	Indemnité Journalière en EUR	Plafond des frais d'hébergement (hôtel) en EUR
Samoa Américaines	70	135
São Tome et Principe	60	95
Sénégal	65	135
Seychelles	85	140
Sierra Leone	55	135
Singapour	75	150
Somalie	50	125
Soudan	55	215
Sri Lanka	50	105
St Marteen	90	185
Suisse	80	140
Suriname	55	125
Swaziland	50	90
Syrie	80	145
Tadjikistan	75	110
Taiwan, Prov de Chine	55	200
Tanzanie	50	200
Tchad	65	145
Thaïlande	60	145
Timor Oriental	50	110
Togo	60	95
Tokelau, îles	50	135
Tonga	50	105
Trinité et Tobago	60	115

DESTINATIONS	Indemnité Journalière en EUR	Plafond des frais d'hébergement (hôtel) en EUR
Tunisie	60	85
Turkménistan	80	150
Turks et Caicos, îles	55	135
Turquie	55	165
Tuvalu	50	135
Ukraine	80	190
Uruguay	55	160
Vanuatu	60	110
Vatican*	60,34	114,33
Venezuela	85	125
Vierges, îles (Etats-Unis)	55	140
Vierges, îles (Grande-Bretagne)	75	140
Viêt-Nam	50	205
Wallis & Futuna Islands	50	135
Yémen	60	165
Yougoslavie, Rép.Féd.(Serbie et Monténégro)	80	140
Zambie	50	135
Zimbabwe	50	115
<b>Autres pays</b>	<b>60</b>	<b>145</b>

\* rallié géographiquement aux pays correspondants :

- Andorre : Espagne
- Monaco : France
- San Marino : Italie
- Vatican : Italie

TITULAIRE DU COMPTE BANCAIRE

NOM MOSTRA s.a.  
ADRESSE chaussée d'Alsemberg 1001  
COMMUNE/VILLE BRUXELLES CODE POSTAL 1180  
PAYS BELGIQUE NUMERO TVA BE429063662  
CONTACT M. ERIC HAGE  
TELEPHONE 32-2 5374400 TELEFAX 32-2 5372167  
E-MAIL an@mostra.com

BANQUE

NOM DE LA BANQUE ING BANQUE S.A.  
ADRESSE Chée de la Hulpe 130A  
COMMUNE/VILLE BRUXELLES CODE POSTAL 1000  
COMPTE BANCAIRE 330 - 0577075 - 76  
IBAN (optionnel) BE91 3300 5770 7576  
WIFT - BIC Code BB RUB EBB

REMARQUES :

CACHET de la BANQUE + SIGNATURE du REPRESENTANT  
DE LA BANQUE (Les deux obligatoires)

ING

Business Branch Hippodrome  
chée de la Hulpe 130 b23  
1000 BRUXELLES  
Tél 02/674.26.10 - Fax 02/674.26.18  
e-mail: hippo.businessbranch@ing.be

Patricia WILLEMS  
Customer Relationship Advisor

DATE + SIGNATURE DU TITULAIRE DU COMPTE :  
(Obligatoire)



Eric HAGE  
Administrateur-Délégué