



EUROPEAN COMMISSION
DG Health and Consumers

Directorate A - General Affairs
Acting Director

FRAMEWORK SERVICE CONTRACT

CONTRACT NUMBER – SANCO/2009/A1/005 Lot 3

The European Community (hereinafter referred to as "the Community"), represented by the Commission of the European Communities (hereinafter referred to as "the Commission"), which is represented for the purposes of the signature of this contract by **Mr Matthew Hudson, Acting Director**, Directorate A, Directorate General for Health and Consumers (hereinafter referred to as "DG SANCO"),

And

The Executive Agency for Health and Consumers (hereinafter referred to as "the Agency") represented by **Mr Luc Briol, Director**,

of the one part,

and the consortium between

Emakina Motion
Statutory registration number: 0463.478.965
Rue de Middelbourg, 64A
1170 Brussels
Belgium
VAT number: BE 0463 478 965

represented by **Mr Denis Steisel, CEO**,

and

Eyecone sprl
Statutory registration number: DC BR 655074
Avenue du Diamant, 95
1030 Bruxelles
Belgium
VAT number: BE0476 312 758

who have conferred powers of attorney for the purposes of the signature of this contract to the representative of Emakina Motion,

and

Virtual Communication Agency BVBA
Statutory registration number: BE 0454 756 487
Steenweg op Brussel, 213
1780 Wemmel
Belgium
VAT number: BE 454 756 487

who have conferred powers of attorney for the purposes of the signature of this contract to the representative of Emakina Motion,

The parties identified above and hereinafter collectively referred to as 'the Contractor' shall be jointly and severally liable vis-à-vis the Commission for the performance of this contract

of the other part,

HAVE AGREED

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

- Annex I –** Tender Specifications (Invitation to Tender No SANCO/2009/A1/005 of 06/02/2009)
- Annex II –** Contractor's Tender (No 2009/A/13746 of 17/04/2009)
- Annex III –** Schedule of prices
- Annex IV –** Request for service form - template
- Annex V –** Specific contract - template
- Annex VI –** Order form – template
- Annex VII –** Reimbursement of travel expenses
- Annex VIII –** 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 in the orders (Annex VI) and specific contracts (Annex V), the orders and specific contracts taking precedence over the Contractor's 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.

The Contract shall be applicable to the Contractor, to the Commission and to the Agency.

I – SPECIAL CONDITIONS

ARTICLE I.1 - SUBJECT

- I.1.1** The subject of the Contract is external assistance for external communication activities in the field of health and consumers, more specifically to design and produce reports, documentaries, animated films, promotional clips, video news releases (VNRs) and other audiovisual products to be distributed in various forms (DVD, CD-ROM, websites, web-TV, etc.). The contractor must also be able to organise media training sessions for SANCO (or Agency) staff.
- I.1.2** Signature of the Contract imposes no obligation on the Commission and on the Agency to purchase. Only implementation of the Contract through orders and specific contracts is binding on the Commission and on the Agency.
- 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 and to the Agency.
- I.1.5** The maximum amount of the Contract is EUR 15 000 000

ARTICLE I.2 - DURATION

- I.2.1** The Contract shall enter into force on the date on which it is signed by the last contracting party.
- I.2.2** Under no circumstances may implementation commence before the date on which the Contract enters into force. Execution of the tasks may under no circumstances begin before the date on which the order or specific contract enters into force.
- I.2.3** The Contract is concluded for a period of 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 6 months.
- 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 based on the price schedule (Annex III) as complemented by mutual agreement between the Commission and the Contractor

following the order of additional or complementary services by the Commission according to the provisions of Point II.4 of the Tender Specifications (Annex I)

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 MUICP published for the first time by the Office for Official Publications of the European Communities in the Eurostat monthly bulletin at <http://www.ec.europa.eu/eurostat/>.

Revision shall be calculated in accordance with the following formula:

$$Pr = Po (0.2 + 0.8 \frac{Ir}{Io})$$

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 amount specified in each order or specific contract, travel, subsistence and shipment expenses shall be reimbursed in accordance with Annex VII up to a maximum amount that will be specified in the specific contracts.

ARTICLE I.4 – IMPLEMENTATION OF THE CONTRACT

I.4.1 Specific contracts

The Commission or the Agency 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 additional working days to make the offer including the resources to be allocated with particulars in support.

Within 5 working days of a draft specific contract being sent by the Commission or by the Agency to the Contractor, the Commission or the Agency 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 or the Agency 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).

In order to be considered by the Contractor, all requests for offers must originate either from the Directorate General Health and Consumers of the Commission (DG SANCO) or from the Agency. Specific contracts between the contractor and other Directorates General of the Commission will only be valid if DG SANCO has given its prior consent in writing.

I.4.2 Orders

The Commission or the Agency 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).

The period allowed for the execution of the tasks shall start to run on the date the Contractor signs the order form, unless a different date is indicated on the form.

In order to be considered by the Contractor, all orders must originate either from the Directorate General Health and Consumers of the Commission (DG SANCO) or from the Agency. Orders coming from other Directorates General of the Commission will only be valid if DG SANCO has given its prior consent in writing.

I.4.3 Additional services

By the establishment of an order or of a specific contract, at the request of the Commission or of the Agency and subject to the contractor's agreement, the latter may offer to provide additional services or products similar to those provided for in these specifications but which are not included in the price schedules, provided that these additional services do not represent a substantial change of the terms set out in the framework contract. In this case, the other contractors of the cascade will also be invited to present an offer corresponding to the specifications stated (nature of services and deadlines) within 3 working days from the request by the Commission or the Agency. The additional services will be attributed to the lowest offer corresponding to the technical specifications stated. The submission of an offer by a contractor will have a contractually binding value: in case its offer is selected, the contractor will be bound to provide the additional services requested within the deadlines specified.

ARTICLE I.5 – PAYMENT PERIODS

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

I.5.1 Pre-financing

For orders or specific contracts for a total amount of less than EUR 80 000 :

- There shall be no pre-financing.

For orders or specific contracts for a total amount of EUR 80 000 or more :

- The Contractor may request a pre-financing payment of 20% of the total cost of the services, excluding his travel and subsistence expenses and any unforeseen expenditure.

I.5.2 Interim payment

For orders or specific contracts for a total amount of less than EUR 80 000 :

- No interim payment shall be made.

For orders or specific contracts for a total amount of EUR 80 000 or more :

- No interim payment shall be made for work lasting less than six months.
- For services lasting six months or more, the Contractor may request an interim payment of 30% of the total cost of the service, excluding his travel and subsistence expenses and any unforeseen expenditure.

Requests for interim payment by the Contractor shall be admissible only if accompanied by the interim technical report produced in accordance with the instructions in the order or specific contract or by the acknowledgement of receipt of the services provided by the Commission or by the Agency.

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

The interim payment corresponding to 30% of the total amount of the order or specific contract, excluding the Contractor's travel or subsistence expenses and any unforeseen expenditure, shall be made within forty five days of the date of approval of the report or acceptance of the services by the Commission or by the Agency.

I.5.3 Payment of the balance

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

- either the final technical report in accordance with the instructions laid down in the order or specific contract, or an acknowledgement of receipt of the service provided by the Commission or by the Agency;
- statements of reimbursable expenses in accordance with Article II.7;
- the relevant invoices, indicating the reference number of the Contract and of the order or specific contract to which they refer.

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

The balance corresponding to the relevant invoices shall be paid within forty five days of the date on which the report is approved or the service is accepted by the Commission or by the Agency.

I.5.4 Financial guarantee

In the case of pre-financing in excess of EUR 50 000 (fifty thousand euros), the Commission or the Agency shall demand a financial guarantee equal to the amount of the pre-financing and provided by a bank, an authorised financial institution or a third party. It shall be released on the payment of the balance of 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 order or specific contract numbers. Ordinary mail shall be deemed to have been received by the Commission or by the Agency on the date on which it is registered by the department responsible indicated below. Communications shall be sent to the following addresses:

Commission:

European Commission
Directorate-General for Health and Consumers
Directorate A
Unit A1
Rue de la Loi,
B-1049 Brussels
Belgium

Agency :

Executive Agency for Health and Consumers (EAHC)
DRB A3/042
L-2920 Luxembourg
LUXEMBOURG

Contractor:

Mr Denis Steisel
CEO
Emakina Motion
Rue de Middelbourg, 64A
1170 Brussels
Belgium

ARTICLE I.8 – APPLICABLE LAW AND SETTLEMENT OF DISPUTES

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

ARTICLE I.9 – DATA PROTECTION

Any personal data included in or relating to the Contract, including its execution, shall be processed pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. It shall be processed solely for the purposes of the performance, management and follow-up of the Contract by the Commission or by the Agency acting as data controller without prejudice to possible transmission to internal audit services, to the European Court of Auditors, to the Financial Irregularities Panel and/or to the European Anti-Fraud Office (OLAF) for the purposes of safeguarding the financial interests of the Community. 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 or to the Agency as indicated under I.7. The Contractor shall have right of recourse at any time to the European Data Protection Supervisor. <http://www.cc.cec/dataprotectionofficer>

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 – LEGAL AUTONOMY OF ORDERS AND SPECIFIC CONTRACTS

Specific Contracts and Orders concluded between the Contractor and the Commission or the Agency are legally independent.

In the event of the Contractor having a complaint against the Commission or the Agency in relation to the conclusion, execution or termination of Specific Contracts or orders, the Contractor remains bound to his obligations under the Framework contract and Specific Contracts or orders concluded with the Commission or the Agency. The Contractor expressly renounces hereby to compensate or suspend the execution of Specific Contracts or orders related to the Commission or the Agency.

ARTICLE I.12 – SUSPENSION OF SERVICES

If a contractor performs services with a delay in relation to the deadline stipulated in the order or specific contract which is damaging to the results of the action, and provided that this delay is not caused by the Commission (or the Agency) or if the contractor is found to be in faulty execution of an order or of a specific contract, the Commission (or the Agency) may automatically suspend by registered letter the award of the next three services to this contractor and consult the next contractor on the priority list.

This clause applies without prejudice to Articles I.11 (Legal autonomy of orders and specific contracts), II.15 (Termination by the Commission or by the Agency) and II.16 (Liquidated damages).

ARTICLE I.13 – OWNERSHIP OF THE RESULTS – INTELLECTUAL 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 Commission or by the Agency as the case may be which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation, except where rights already exist prior to conclusion of the contract.

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.

Should the contractor envisage using elements (images, illustrations or others) covered by a copyright or by another property right owned by a third party, the contractor should send a written request for prior consent to the Commission or the Agency as the case may be. In case the Commission or the Agency agrees, the contractor will have to confirm in writing that he obtained the authorisation of the holder of these rights before using these parts. Any costs arising from obtaining this authorisation shall be borne by the Contractor and clearly identified on his invoice.

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/the Agency 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 or the Agency;
- the Commission or the Agency 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 or the Agency any right arising from the contractual relationship between the Commission or the Agency 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 or the Agency 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 or the Agency 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 or the Agency. 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 or the Agency 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 or the Agency may impose penalties or liquidated damages provided for in Article II.16.

ARTICLE II. 2 – LIABILITY

- II.2.1** The Commission or the Agency 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 or the Agency.
- 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 or the Agency 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 or the Agency 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 or the Agency in connection with performance of the Contract, the Contractor shall assist the Commission or the Agency. Expenditure incurred by the Contractor to this end may be borne by the Commission or the Agency.
- 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 or the Agency 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 or the Agency in writing without delay. In the event of such conflict, the Contractor shall immediately take all necessary steps to resolve it.

The Commission or the Agency 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 or the Agency, 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 or the Agency should it so request.

ARTICLE II. 4 – INVOICING AND PAYMENTS

II.4.1 Pre-financing:

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

The guarantor shall pay to the Commission or the Agency 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 or the Agency to have recourse against the principal debtor (the Contractor).

The guarantee shall specify that it enters into force at the latest on the date on which the Contractor receives the pre-financing. The Commission or the Agency shall release the guarantor from its obligations as soon as the Contractor has demonstrated that any pre-

financing has been covered by equivalent work. The guarantee shall be retained until the pre-financing has been deducted from interim payments or payment of the balance to the Contractor. It shall be released the following month. The cost of providing such guarantee shall be borne by the Contractor.

II.4.2 Interim payment:

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

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

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

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

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

II.4.3 Payment of the balance:

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

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

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

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

If the Commission or the Agency does not react within this period, the report shall be deemed to have been approved. Approval of the report does not imply recognition either of

its regularity or of the authenticity, completeness or correctness of the declarations and information enclosed.

Where the Commission or the Agency 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 or the Agency's account is debited.

II.5.2 The payment periods referred to in Article I.5 may be suspended by the Commission or the Agency 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 or the Agency 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 or the Agency shall notify the Contractor accordingly and set out the reasons for the suspension by registered letter with acknowledgment of receipt or equivalent. Suspension shall take effect from the date of dispatch of the letter. The remainder of the period referred to in Article I.5 shall begin to run again once the suspension has been lifted.

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

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.

A handwritten signature and the initials 'B' and 'M.' are located in the bottom right corner of the page.

II.6.3 In the event of failure to pay by the deadline specified in the request for reimbursement, the Commission or the Agency 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 or the Agency 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 or the Agency 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.

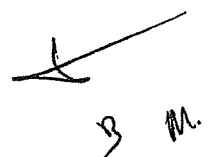
II.7.3 Travel expenses shall be reimbursed as follows:

- 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 or the Agency has given its prior written agreement.

II.7.4 Subsistence expenses shall be reimbursed on the basis of a daily allowance as follows:

- a) for journeys of less than 200 km (return trip) no subsistence allowance shall be payable;
- b) daily subsistence allowance shall be payable only on receipt of a supporting document proving that the person concerned was present at the place of destination;
- c) daily subsistence allowance shall take the form of a flat-rate payment to cover all subsistence expenses, including accommodation, meals, local transport, insurance and sundries;
- d) daily subsistence allowance, where applicable, shall be reimbursed at the rate specified in Article I.3.

II.7.5 The cost of shipment of equipment or unaccompanied luggage shall be reimbursed provided the Commission or the Agency has given prior written authorisation.

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

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 or the Agency 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 or the Agency 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 or the Agency.

II.10.3 Any distribution or publication of information relating to the Contract by the Contractor shall require prior written authorisation from the Commission or the Agency 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 or the Agency'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 or the Agency 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 or the Agency 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 or the Agency nor cause the Contract to be performed in fact by third parties.

II.13.2 Even where the Commission or the Agency authorises the Contractor to subcontract to third parties, he shall none the less remain bound by his obligations to the Commission or the Agency 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 or the Agency 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 or the Agency.

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 or the Agency.

ARTICLE II. 15 – TERMINATION BY THE COMMISSION OR THE AGENCY

II.15.1 The Commission or the Agency 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 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;
- (c) where the Commission or the Agency has evidence or seriously suspects the Contractor or any related entity or person, of professional misconduct;
- (d) where the Commission or the Agency has evidence or seriously suspects the Contractor or any related entity or person, of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- (e) where the Commission or the Agency has evidence or seriously suspects the Contractor or any related entity or person, of substantial errors, irregularities or fraud in the award procedure or the performance of the Contract;
- (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 or the Agency 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 or the Agency'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 or the Agency;
- (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 c), d), 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 or the Agency 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 or the Agency may claim compensation for any damage suffered and recover any sums paid to the Contractor under the Contract.

On termination the Commission or the Agency may engage any other contractor to execute or complete the services. The Commission or the Agency 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.15a – SUBSTANTIAL ERRORS, IRREGULARITIES AND FRAUD ATTRIBUTABLE TO THE CONTRACTOR

Where, after the award of the Contract, the award procedure or the performance of the Contract prove to have been subject to substantial errors, irregularities or fraud, and where such errors, irregularities or fraud are attributable to the Contractor, the Commission or the Agency may refuse to make payments, may recover amounts already paid or may terminate all the contracts concluded with the Contractor, in proportion to the seriousness of the errors, irregularities or fraud.

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 or the Agency's right to terminate the Contract, the Commission or the Agency 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 or the Agency 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 or the Agency 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 the Agency 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,
Emakina
Mr Denis Steisel
CEO

signature[s]:

Done at Brussels, date

24/09/2009

For the Commission,
Mr Matthew Hudson
Acting Director

signature:

Done at Brussels, date 08/10/2009

For the Agency,
Mr Luc Briol
Director

signature:

Done at Luxembourg, date 5/10/09

In duplicate in English.

m.
S

ANNEX I

Tender Specifications

A handwritten signature in black ink, consisting of a stylized 'L' shape with a horizontal line extending to the right.

S M.

**INVITATION TO TENDER
SANCO/2009/A1/005**

Tender specifications

Invitation to tender for framework contracts on external assistance for external communication activities in the field of health and consumers

Lot No 1: Multimedia graphic design, information material and websites

Lot No 2: Conferences, exhibitions and other events

Lot No 3: Audiovisual services and media training

Contracting authorities:

The European Commission's Directorate General for Health and Consumers (hereinafter referred to as "DG SANCO") and the Executive Agency for Health and Consumers (hereinafter referred to as "the Agency")



1

8



TABLE OF CONTENTS

Part I: Technical description

I.1 Introduction

I.2 Background

I.3 Subject of tender

I.4 Description of the lots

Lot No 1: Multimedia graphic design, information material and websites

Lot No 2: Conferences, exhibitions and other events

Lot No 3: Audiovisual services and media training

I.5 Publication and copyright

I.6 Project management

Part II: Administrative and contractual provisions

II.1 General terms and conditions for the submission of tenders

II.2 No obligation to award the contract

II.3 Multiple framework contract and cascade system

II.4 Award of services

II.5 Joint Tenders and Subcontracting

II.6 Stability of services

II.7 Place of undertaking of services

II.8 Duration of contracts

II.9 Maximum amounts of contracts

II.10 Terms of payment

II.11 Suspension of services

II.12 General information on tenders

II.13 Content of the tender

II.13.1 Administrative proposal (part 1)

II.13.2 Technical proposal (part 2)

II.13.2 Financial proposal (part 3)

Part III: Assessment and award of the contract

III.1 Stages in the procedure

III.2 Exclusion criteria

III.3 Selection criteria

III.3.1 Proof of eligibility

III.3.2 Proof of economic and financial capacity

III.3.3 Proof of technical and professional capacity

 2
S M.

III.4 Award criteria

III.4.1 Quality score

III.4.2 Financial score

Table No 1: Assessment criteria for the general approach for Lots 1 and 3

Table No 2: Assessment criteria for the general approach for Lot 2

Table No 3: Case studies for Lot 1

Table No 4: Case studies for Lot 2

Table No 5: Case studies for Lot 3

Part IV: Draft framework contract

Part V: Annexes to the tender specifications

List of annexes

Annex 1: Tender submission form

Annex 2: Bank identification form

Annex 3: Form for natural persons

Annex 4: Certification with respect to the exclusion criteria

Annex 5: Reimbursement of travel costs

Annex 6: Technical specifications for import to the Contract Management System (Lot 1)

Annex 7: Technical specifications for audiovisual products (Lot 3)

Annex 8: EUTube editorial lines (Lot 3)

Annex 9: Model of European CV

Annex 10: Price schedule for Lot 1

Annex 11: Price schedule for Lot 2

Annex 12: Price schedule for Lot 3

 3



PART I

TECHNICAL DESCRIPTION

I.1 Introduction

This invitation to tender is inter-institutional and is organised by the Directorate General for Health and Consumers of the European Commission (DG SANCO) and the Executive Agency for Health and Consumers, hereinafter referred to as "the Agency". The invitation to tender and the framework contracts connected to it will be administered by DG SANCO.

The purpose of this invitation to tender is to conclude framework contracts with companies capable of assisting DG SANCO as regards advice, preparation and implementation of information and communication activities relevant in the following policy areas: consumer rights, public health, food and feed safety, plant protection, and animal health and welfare. The assistance to be provided must enable DG SANCO and the Agency to expand and improve their information and communication policy in those areas.

The invitation to tender comprises three lots:

Lot No 1: Multimedia graphic design, information material and websites

Lot No 2: Conferences, exhibitions and other events

Lot No 3: Audiovisual services and media training

Tenderers may submit tenders for one or several lots. A separate tender clearly indicating the name and the lot number must be submitted for each lot.

I.2 Background

DG SANCO's mission is to improve quality of life in the European Union through policies, laws and programmes in its three main areas of activity: public health, food safety and consumer rights.

Further information on DG SANCO is available at:
http://ec.europa.eu/dgs/health_consumer/index_en.htm

The Agency's mission is to implement European programmes in the areas of public health and consumer affairs, as well as food safety (the "Better training for safer food" initiative).

Further information on the Executive Agency is available at: <http://ec.europa.eu/eahc/>

The services to be provided in the framework of this invitation to tender are to support DG SANCO's communication strategy addressed to citizens and stakeholders in the DG's various areas of competence, with a view to:

- ☐ empowering consumers;
- ☐ protecting and improving human health;

4

3 M -

- ☐ ensuring that food is safe and wholesome;
- ☐ promoting EU food safety standards worldwide;
- ☐ protecting the health of animals and plants;
- ☐ promoting the humane treatment of animals.

The various tools and actions to be developed upon conclusion of this invitation to tender (information and promotional materials, websites, audiovisual materials, organisation of conferences, exhibitions and other events) should contribute to raising the profile and increasing understanding of Community action in the field of human health, food safety, animal health and welfare and consumer rights. These tools and actions should also help to strengthen and enrich the dialogue between the Commission, the competent national authorities, the relevant stakeholders, international organisations and the citizens of Europe¹.

I.3 Subject of the tender

Upon completion of this invitation to tender, multiple framework contracts may be concluded for each of the three lots in accordance with the provisions set out in point II.3.

On the basis of these framework contracts, companies may be called upon as needed by DG SANCO or the Agency in accordance with the procedures set out in point II.4.

I.4 Description of the Lots

The services covered by this tender are grouped in three lots:

Lot 1: Multimedia graphic design, information material and websites

The work envisaged involves the design, drafting and production, in any medium, of information and promotional material relating to the political areas listed under point I.1. It also involves creating and adapting content for DG SANCO's pages on the Europa website and designing, setting up and hosting thematic sites for specific communication actions.

The contractor is required to comply with the rules of the Inter-institutional Style Guide for all drafting and/or translation work in order to ensure the editorial and linguistic quality of the information products.

The bulk of the work will be done in English, with some in French. The contractor must also be able to arrange translation from any language into the EU's other official languages, as well as into the languages of the EFTA/EEA, the candidate countries and, if necessary, other countries (see also the selection criteria in III.3).

For further information, the Inter-institutional Style Guide can be found at <http://publications.europa.eu/code/en/en-000100.htm>, and the list of languages is available at <http://publications.europa.eu/code/pdf/370000en.htm>.

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

- Researching, collecting and analysing information and documents;

¹ NB: The "HELP" anti-smoking campaign is covered by a separate procedure and does not fall within the scope of this invitation to tender.

- Drafting, translating, revising and adapting any type of information material: reports, magazines, newsletters, memos, brochures, leaflets, notices, posters, advertisements, web subsites, signs, banners, etc.
- Designing and producing presentations (PowerPoint, flash animations, etc.);
- Graphic design, finding, purchasing and adapting or creating images and illustrations for all types of information material;
- Graphic design of logos, visual identities and graphic charts;
- Layout of the abovementioned information material with a view to publication on paper or on the Web;
- Production of the corresponding electronic files (QuarkXPress, Adobe InDesign, Press Optimised pdf, etc.);
- Rapid production (no more than 72 hours) of limited print runs of information products, and the transport or sending thereof;
- Adapting all of the abovementioned products with a view to putting them on websites and/or on electronic media (CD-ROM, DVD, USB memory sticks, etc.);
- Creating offline multimedia products (CD-ROMs, etc.);
- Producing photographic reports and taking photographs for publications and websites;
- Measuring the impact and efficiency of the products developed with regard to the target audiences.

In certain cases, the contractor may be asked to propose options for disseminating the material produced in order to maximize the impact of the actions and tools developed under this invitation to tender, including by finding and renting advertising space, for example, in the press and on the Web.

With specific regard to web-related work, this might cover, but is not limited to, the following:

- Creating or adapting content (editorial and graphic) for DG SANCO's pages on the Europa website (including creating new pages and improving navigability and the clarity of texts);
- Studying, designing, setting up, hosting and maintaining thematic websites for specific publicity events;
- Developing multimedia and interactive functionality;
- Analysing and adapting websites to the needs of different target groups (graphics, ergonomics, navigability, functionality, etc.);
- Drawing up statistical reports on Web use;
- Creating, publishing and managing online surveys and votes.

Tenderers' attention is drawn to the following points:

- The contractor is to work on website design and electronic publication while keeping abreast of technological developments in the sector.
- As a general rule, the contractor must comply with the European Commission's information technology policy (see http://ec.europa.eu/dgs/informatics/index_en.htm). The work done by the contractor must comply with the IPG (Information Providers Guide) and WAI (Web Accessibility Initiative) rules.
- For all tools developed under this contract, the Commission/Agency must be provided with comprehensive documentation at predetermined regular intervals and upon expiry

of the contract. Furthermore, the contractor must transfer to the Commission/Agency all material (source files, non-copyrighted images, programs, rights, etc.) necessary for the Commission/Agency and any other contributors to be able to continue developing and using the tools produced by the contractor.

- The contractor must be able to provide evidence of substantial experience in the field of multimedia and content management, as well as with the use of new multimedia technologies and the Internet, enabling the development of high-quality Web tools (see also the selection criteria in III.3).

With specific regard to work for DG SANCO's Web pages:

- The contractor must comply with the rules laid down for the European Commission's Europa server.
- The contractor must take account of the fact that DG SANCO is planning to migrate its existing websites to the standard CMS (Content Management System), based on Documentum, used by the European Commission. This will probably take place during the course of the contract.
- All the functionality developed by the contractor must make it possible to ensure consistent editorial presentation compatible with the charter of the Europa site, and must also allow importation of content prepared by the contractor to the Commission's CMS in accordance with the technical specifications set out in Annex 6.
- Experience with XML, XSL/XSLT, XML Schema, XHTML and CSS is essential.
- Experience in the use of a CMS and structured exchange between different types of CMS is also essential (see also the selection criteria in III.3).

Lot 2: Conferences, exhibitions and other events

To support their communication activities, DG SANCO and the Agency may decide to organise events on their own initiative (conferences, workshops, seminars, exhibitions and other events), or to participate in events arranged by others.

Work covered by this lot concerns designing and organising events, and designing and producing exhibition stands of various sizes and levels of professional quality (standard or top-of-the-line) according to the event in question, the subject being dealt with and the location chosen.

Tenderers' attention is drawn to the fact that they will have to be very flexible in responding quickly and professionally to DG SANCO's (or the Agency's) requests for action within the deadlines provided.

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

- Advice on developing original events in line with the objectives and target audiences;
- Planning the budget and operation of the event;
- Finding premises, negotiating rates, and renting at all-inclusive rates (i.e. including water consumption, electricity, telecommunications, civil liability insurance, etc.);
- Decorating, equipping and preparing sites, including appropriate signposting;

6⁷ B M-

- General coordination with DG SANCO (or the Agency), the Commission departments involved (SCIC, OIB etc.), speakers (managing presentations), and any other subcontractors who might be involved in the project;
- Where events are organised by third parties: coordination of logistical, technical and accounting issues with the organisers prior to, during and following the event;
- Handling administration and follow-up of participants, covering all tasks related to registration (e.g. setting-up a website for online registration, liaising with participants, sending personalised invitations by e-mail and/or post, reminders, confirmations, practical information, phone calls, answering questions, creating a list of invitees/a final attendance list, etc.);
- Welcoming participants to the site of the event by multilingual staff, providing badges, programmes, participants' kits, and other promotional items;
- Organising catering and meals for participants;
- Organising accommodation and travel (aeroplane or train) for participants (including making available train or aeroplane tickets) and organising local transport at the location of the event;
- Preparing the dossiers for reimbursing participants whose expenses are partly or totally covered by the Commission, and submitting them to the Commission for payment;
- Promotion of the event via the Internet (mailing, e-mailing, website or other means) and by other methods;
- Designing, manufacturing and making available stands, both fixed (new or adapted) and mobile (pop-up or other);
- Supplying materials in addition to the standard equipment for a fixed stand (welcome desk, stools, tables, chairs, cabinets, etc.);
- Graphic design and/or production of printed material (invitations, posters, badges, programmes, etc.) and of promotional material in the EU's official languages and in those of non-EU member countries, according to the location of the event (cf Point II.7);
- Graphic design of banners and putting them up and taking them down at the location of the event (Commission buildings or other locations);
- Creating, hosting and administering website (including regular updates) dedicated to the event which permits on-line registration and provides all useful information relating to the event in one or more languages;
- Storing and transporting material, equipment and documentation to and from the event location, including packing, unpacking, setting up of publications on shelves before the event and repacking after the event;
- Supplying, installing and maintaining all the technical equipment needed for the event (IT, telecommunications, audiovisual, etc.) and for broadcasting it (web-streaming);
- Providing simultaneous interpreting services to and from various languages (official EU languages and others, depending on the location of the event), including providing all the necessary equipment (cabins, headphones, etc.);
- Recording and translating participants' contributions with a view to disseminating them subsequently;
- Following up the event by disseminating/publishing the results, speeches etc.;
- Supplying professional photography services, including the daily transmission by e-mail of photographs of the event to the person in charge of the website during and after the event, compiling all the photographs taken on a CD-ROM to be delivered to the Commission's services within a maximum of two weeks after the event;

- Measuring the impact and efficiency of the action carried out on the target audiences.

Lot 3: Audiovisual services and media training

The objective of the actions envisaged is to generate greater interest among Europe's television channels regarding the European Union's activities in the fields of human health, food safety, animal health and welfare and consumer rights. The purpose will be to design and produce reports, documentaries, animated films, promotional clips, video news releases (VNRs) and other audiovisual products to be distributed in various forms (DVD, CD-ROM, websites, web-TV, etc.). The contractor must also be able to organise media training sessions for SANCO (or Agency) staff.

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

- Providing advice and assistance to DG SANCO (or to the Agency) on developing its strategy regarding television channels;
- Seeking out target audiences, for example journalists/producers working for television channels who are interested in European subjects, and identifying their needs;
- Providing advice and assistance to DG SANCO (or to the Agency) on developing products specifically designed for the general public, with a view in particular to distributing them over the Internet (EUTube or other);
- Producing reports, documentaries, videos, VNRs, television advertising, animated films and other audiovisual material to be distributed on DVD or the Web² in any of the EU's official languages (including the translation and/or adaptation of texts, commentaries, subtitles, etc.);
- Copying and sending products in any suitable format;
- Fostering media coverage, including by drafting, printing and sending out communiqués or press kits to promote free dissemination of the products, in particular to Europe's television channels;
- Following up each boost to media coverage, reporting on the distribution generated, and monitoring media reaction;
- Measuring the impact and efficiency of the products developed with regard to the target audiences;
- Training DG SANCO (or Agency) staff in media relations techniques, and in particular in interview techniques, on specific subjects related to the DG's areas of competence.

All the services provided by the contractor as part of this lot must meet the technical specifications set out in Annex 7.

With specific regard to training in media relations techniques:

The contractor may be asked to organise training sessions for members of DG SANCO's staff (or Agency's staff) in order to help them to better communicate with the media. The training

² For example, on the European Commission's media portal: http://ec.europa.eu/avservices/home/index_en.cfm.

EU tube : <http://www.youtube.com/eutube>

is to address how to identify journalists' needs and expectations, designing the key messages and audiovisual products which are appropriate for the intended audience, and learning interview techniques applied to this DG's specific subjects. The training must in particular prepare staff members to express themselves in front of journalists and to respond to their questions during events organised in the Member States (e.g. "going local" initiatives). The training sessions shall take place at the premises of the European Commission or the Agency in Brussels or in Luxembourg, last one or two days, and are to be organised for groups of 8 to 10 persons.

The services to be provided are:

- Defining the programme and subjects of the training in agreement with DG SANCO or the Agency;
- Administrative and logistical organisation in cooperation with DG SANCO or the Agency (inviting participants, reserving rooms and equipment such as PCs or other equipment);
- Preparing the content of sessions in French or in English on the basis of information provided by DG SANCO or the Agency;
- Preparing and making copies of documentation and learning materials;
- Providing two trainers to run each session (theoretical knowledge and practical exercises) in English or in French;
- Producing an assessment report on each session.

I.5 Publication and copyright

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

The contractor must ensure that all the services provided are delivered free of rights including copyright and other intellectual or industrial property rights.

If in the context of the activities covered by this invitation to tender, the contractor intends to use items (images, illustrations, etc.) the copyright or other property right of which belongs to a third party, the contractor must ask the Commission or the Agency, as appropriate, in writing for its prior agreement. If the Commission or the Agency give that agreement, the contractor shall confirm in writing that he has obtained all the authorisation needed from the rightsholders prior to using the items in question. All expenses incurred in obtaining these authorisations are to be borne by the contractor and must be clearly identified in the invoices.

I.6 Project management

Before an order is placed or a specific contract is signed, the Commission or the Agency may ask the contractor for a meeting with the project leader and all the members of his team in order to double-check or to obtain additional information on items stated in the CVs included with the tenderers' tender. To do this, the Commission or the Agency may employ the means which it deems to be most appropriate (interviews, aptitude tests, etc.) and reserves the right

to ask for the replacement of any individual whose profile is not in line with that described in the tenderers' offer.

As far as project management is concerned, the following elements may be requested for each project:

- minutes of meetings (approved by the Commission or the Agency);
- preliminary versions of products/services (approved by the Commission or the Agency);
- the final version of products/services (approved by the Commission or the Agency);
- functional specifications;
- technical specifications;
- quality plan.

PART II

ADMINISTRATIVE AND CONTRACTUAL PROVISIONS

II.1 General terms and conditions for the submission of tenders

Participation in this tendering procedure is open on equal terms to all natural and legal persons coming within the scope of the Treaties, and to all natural and legal persons in a third country which has a special agreement with the Communities in the field of public procurement on the conditions laid down in that agreement.

Submission of a tender implies that the tenderer accepts all the terms and conditions set out in these specifications (including the annexes) and waives all other terms of business.

The successful tenderer will be bound by its offer for the duration of the contract.

Changes to tenders will be accepted only if they are received on or before the final date set for the receipt of tenders.

Expenses incurred in respect of the preparation and presentation of tenders cannot be refunded.

No information of any kind will be given on the state of progress with regard to the evaluation of tenders.

The European Commission may request an electronic version of all or part of the tender in order for it to be translated with a view to assessment.

Once the Commission has accepted the tender, it shall become the property of the Commission and the Commission shall treat it confidentially.

II.2 No obligation to award the contract

The tendering procedure does not oblige the Commission to award the contract.

The Commission shall not be liable for any compensation with respect to tenderers whose tenders have not been accepted. Nor is it so liable if it decides not to award the contract.

II.3 Multiple framework contract and cascade system

For each of the lots, a single multiple framework contract will be concluded with the three tenderers that are ranked highest when the tenders are evaluated (see Part III).

“Multiple framework contract” means a situation whereby a framework contract is concluded separately, but on identical terms for each of the lots, between the European Commission and

several service providers with a view to ensuring that a contract can be performed by one or other of the contractors in accordance with predetermined conditions.

If the first contractor on the priority list established upon conclusion of this invitation to tender is unavailable (cf. point III.4) or in case of faulty execution of a previous order or specific contract (see point II.11: suspension of services) – which does not, however, imply termination of the framework contract – the request for services will automatically be addressed to the second contractor on the list (“cascade system”). If necessary, the same procedure will then apply to the next contractor on the list.

II.4 Award of services

When services are required, the Commission or the Agency will make a written request specifying the type of services required and the schedule to be met with a view to signing a specific contract or issuing an order. The request will be addressed to the contractor in accordance with the rules of the cascade set out above and the detailed procedure described below (see also Article 1.4 of the Framework Contract in Part IV of these Specifications).

When an order is submitted: the contractor shall have five working days from the time the order was sent by the Commission or the Agency to either inform them of its acceptance by returning the order form with a signature, or to refuse the order. If the order is accepted, returning it with the contractor’s signature shall render it contractually binding.

For specific contracts: the contractor will have three working days from the time the Commission or the Agency sent the request to declare his intention to submit an offer and a further seven working days to submit the offer, detailing the resources to be allocated. The draft specific contract sent by the Commission or the Agency to the contractor must be signed and returned by the contractor within five working days of the date on which it was sent.

If the contractor does not meet one or the other of these deadlines, or if there is no agreement on resource allocation, the contractor will be considered to be unavailable and the Commission or the Agency will be permitted to contact the next contractor in the order of the cascade.

Orders or specific contracts will be established on the basis of the unit prices set out in the price schedule in Annex 10 for lot 1, Annex 11 for lot 2 and Annex 12 for lot 3.

By the establishment of an order or of a specific contract, at the request of the Commission or of the Agency and subject to the contractor's agreement, the latter may offer to provide additional services or products similar to those provided for in these specifications but which are not included in the price schedules, provided that these additional services do not represent a substantial change of the terms set out in the framework contract. In this case, the other contractors of the cascade will also be invited to present an offer corresponding to the specifications stated (nature of services and deadlines) within 3 working days from the request by the Commission or the Agency. The additional services will be attributed to the lowest offer corresponding to the technical specifications stated. The submission of an offer by a contractor will have a contractually binding value: in case its offer is selected, the contractor will be bound to provide the additional services requested within the deadlines specified.

13

9

14

II.5 Joint Tenders and Subcontracting

Groupings, irrespective of their legal form, may submit tenders. Tenderers may, after forming a grouping, submit a joint bid on condition that it complies with the rules of competition. In such cases, one of the tenderers must take on the role of the head and be designated as the main contractor. A copy of the document authorising the tenderer acting as the head to submit a joint tender on behalf of the others must be supplied. If awarded, the contract will be signed by the main contractor, who will be, vis-à-vis the Commission, the only contracting party responsible for the performance of the contract.

Tenders from a consortium of firms or groups of service providers, contractors or suppliers must specify the role, qualifications and experience of each member of the consortium or group. The proof of eligibility (cf Point III.3.1), the declaration stating that there are no conflicts of interest and the documents concerning the exclusion and selection criteria (cf Points III.3.2 et III.3.3) are to be provided by each of the members.

The contractor may use subcontractors when this proves necessary. The subcontracting must be subject to prior written agreement from the Commission or the Agency. Tenderers must state in their tenders the types or parts of tasks they intend to subcontract, if any, and specify the names, addresses and legal status of the subcontractors. Legal persons must produce a document containing a list of the professional qualifications of the subcontractor and, in particular the person(s) with contractual liability. The contractor will of course be responsible for the quality of the work provided by the subcontractors. The tender must also include a document signed by any subcontractor(s) stating that they accept the subcontracting role and the terms and conditions set out in this document. Once the contract has been signed, Article II.13 of the framework contract (cf Part IV) will govern the subcontracting.

II.6 Stability of services

The Commission or the Agency and the contractor will transfer to each other the information needed for the services to be provided. For the duration of the framework contract they will keep the knowledge up to the required level and make it available to the other party for the purpose of providing the services. Updating and exchanging information will not give rise to any payment.

For the duration of the framework contract, the contractor will ensure that the elements required to guarantee the stability of the service and the proper performance of the specific contracts are maintained. The contractor is required to inform the Commission departments or the Agency without delay of any new factor affecting the technical capacity on the basis of which he was selected.

To that end, the contractor will, where necessary, replace staff gradually and will organise the transfer of information required for the services to be provided, the cost of which will be borne by him. In no case may the contractor use the substitution of staff as an excuse for failing to meet any of his obligations, in particular compliance with deadlines and the quality of work.

For all tasks with a low degree of substitutability, e.g. project design, creation and management, the contractor will ensure that staff are changed only in case of urgent necessity.

II.7 Place of undertaking of services

As a general rule these services will be provided in the 27 European Union Member States and occasionally in EFTA/EEA countries (Switzerland, Iceland, Liechtenstein and Norway) and in the countries that are candidates for EU membership (Croatia, the Former Yugoslav Republic of Macedonia and Turkey). In some exceptional cases, services may also take place in other EU neighbouring countries and the Mediterranean basin, and in duly justified and very restricted circumstances, countries located in other parts of the world.

It should be noted however that the coordination work will be carried out with the Commission departments or the Agency located in Brussels and Luxembourg.

II.8 Duration of contracts

Each framework contract will be concluded for a period of two years from when it is signed, and may be renewed twice for a one year period.

II.9 Maximum amounts of the contract

The maximum amounts of the contract for each of the three lots over the four years are as follows:

Lot 1: EUR 7 000 000 (of which a maximum of EUR 1 000 000 for purchasing advertising space)

Lot 2: EUR 10 000 000

Lot 3: EUR 15 000 000

All reimbursable expenses such as travel and daily allowances are included in these amounts. No specific contracts will be signed once these amounts have been reached.

II.10 Terms of payment

Payments under the framework contract will be made in accordance with Article II.4 of the framework contract (see Part IV). Requests for payment may not be submitted if payments for previous orders or specific contracts have not been made as a result of default or negligence on the part of the contractor.

II. 11 Suspension of services

If a contractor performs services with a delay in relation to the deadline stipulated in the order or specific contract which is damaging to the results of the action, and provided that this delay is not caused by the Commission (or the Agency) or if the contractor is found to be in faulty execution of an order or of a specific contract, the Commission (or the Agency) may automatically suspend by registered letter the award of the next three services to this contractor and consult the next contractor on the priority list.

II.12 General information on tenders

The same company may submit a tender for one or more of the three lots. In such a case, a separate tender specifying the number of the lot should be submitted for each individual lot.

Groups (or consortia), regardless of their legal form, may submit a tender in accordance with the specifications set out in Point II.5.

Since tenderers will be judged on the content of their tenders, the latter must make it clear that they are able to meet the requirements of the specifications.

Tenders may be submitted in any one of the official languages of the European Union. Submitting tenders in English or French would, however, facilitate and speed up the evaluation procedure; nonetheless it will have no impact on the evaluation process. Following the award of the contracts, all official exchanges of information between the Commission or the Agency and the contractor relating to the contract shall be made in English or French, unless otherwise specified by the Commission or the Agency.

II.13 Content of the tender

This section is of great importance in the assessment of the tenders, 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 tenderers should pay particular attention.

All tenders must be presented in three parts:

- an administrative part (part 1);
- a technical part (part 2);
- a financial part (part 3).

II.13.1 Administrative proposal (Part 1)

This part must contain all the information and documents required by the contracting authority for the appraisal of tenders on the basis of the exclusion and selection criteria set out under Points III.2 and III.3.

II.13.2 Technical proposal (Part 2)

This section is of great importance in the assessment of the tenders, the award of the contract and the future execution of any resulting contracts. The technical proposal must meet all of the specifications set out Point I.4 (Description of the Lots) and Part III.4 (Award criteria): Table No 1 for the general approach to Lots 1 and 2 and Table No 2 for the general approach to Lot 3, as well as the tables on the case studies (Table No 3 for Lot 1, Table No 4 for Lot 2 and Table No 5 for Lot 3). Tenders must be specific and realistic while remaining clear and concise, in terms of both content and presentation.

II.13.3 Financial proposal (Part 3)

- Prices must be quoted in euros, including for tenderers from countries which are not part of the eurozone. For tenderers in such countries, the price quoted may not be revised in line with exchange-rate movements. It is for the tenderer to select an exchange rate and accept the risks or benefits of any fluctuations.
- Prices must be presented using the price schedules set out in Annex 10 for Lot 1, Annex 11 for Lot 2 and Annex 12 for Lot 3. The prices quoted in the price schedules should be flat-rate amounts covering all general expenses associated with provision of the services, including the costs of management, insurance, administration fees and telecommunications. General costs should also cover travel and subsistence costs required to take part in regular meetings with the Commission or the Agency in Brussels or Luxembourg to prepare and monitor the work. Other travel and subsistence costs incurred by the contractor in providing the services will be reimbursed in accordance with the rules set out in Annex 5 (Reimbursement of travel expenses).
- Prices should be quoted free of all duties, taxes and other charges, i.e. also free of VAT, 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 (OJ L 152, 13 July 1967). Exemption is granted to the Commission by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption. For those countries where national legislation provides an exemption by means of a reimbursement, the amount of VAT must be shown separately. In case of doubt 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.

PART III

ASSESSMENT PROCEDURE AND AWARD OF THE CONTRACT

III.1 Stages in the procedure

The assessment will be based on the tender submitted by each tenderer.

All information will be assessed in the light of the criteria set out in these specifications. The procedure for the award of the contract, which will concern only admissible tenders, will be carried out in three successive stages. Only tenders meeting the requirements of a given stage will proceed for examination at the next stage.

The aim of these stages is, respectively:

- 1) to check, in the first stage (exclusion criteria), whether tenderers may take part in the tendering procedure and, where applicable, be awarded the contract (see exclusion criteria in Point III.2);
- 2) to check, in the second stage (selection criteria), the technical and professional capacity and economic and financial capacity of each tenderer who has passed the exclusion stage (see selection criteria in Point III.3);
- 3) to assess, on the basis of the award criteria, each tender which has passed the exclusion and selection stages (see award criteria in Point III.4).

If the tender is being submitted by a consortium or subcontractors are being used, tenderers must comply with all of the provisions set out in point II.5.

III.2 Exclusion criteria

III.2.1 Tenderers shall be excluded from participation in a procurement procedure if:

- a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) they have been convicted of an offence concerning their professional conduct by a judgment which has the force of res judicata;
- c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;

- e) they have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- f) they are currently subject to an administrative penalty referred to in Article 96(1) of the Financial Regulation (Administrative or financial penalties may be imposed by the contracting authority on: a) tenderers in the cases referred to in Point III.2.3.b); b) contractors who have been declared to be in serious breach of their obligations under contracts covered by the budget. In all cases, however, the contracting authority must first give the person concerned an opportunity to present his observations).

Points (a) to (d) shall not apply in the case of the purchase of supplies on particularly advantageous terms from a supplier which is definitively winding up its business activities, or from the receivers or liquidators of a bankruptcy, through an arrangement with creditors, or through a similar procedure under national law.

Tenderers must certify that they are not in one of the situations listed above by completing and signing the form in Annex 4 ("Certification with respect to the exclusion criteria").

For contracts of a value of EUR 133 000 or more, or if the contracting authority so decides, the successful tenderer will also be required to provide evidence that he is not in any of the situations described in points (a), (b), (d) and (e) above at the time the contract is awarded. This evidence must be in one of the forms described in point III.2.2. below.

III.2.2 Forms of evidence:

- a) The awarding authority will accept, as satisfactory evidence that the candidate or tenderer to whom the contract will be awarded is not in one of the situations described in point II.2.1(a), (b) or (e), the production of a recent extract from the judicial record or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that these requirements are satisfied.
- b) The awarding authority will accept, as satisfactory evidence that the tenderer is not in the situation described in point III.2.1(d), a recent certificate issued by the competent authority of the State concerned. Where no document or certificate of the type referred to in paragraph 1 is issued in the country concerned, and for the other cases of exclusion referred to in point III.2.1, it may be replaced by a sworn, or, failing that, a solemn declaration made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.
- c) Depending on the national legislation of the country in which the tenderer is established, the documents referred to in point III.2.2 must relate to legal persons and natural persons, including, where considered necessary by the contracting authority, company directors or any person with powers of representation, decision-making or control in relation to the tenderer.

III.2.3 Contracts may not be awarded to tenderers who, during the procurement procedure:

- a) are subject to a conflict of interest;

b) are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the contract procedure or fail to supply this information;

c) find themselves in one of the situations of exclusion, referred to in point III.3.1, for this procurement procedure.

Tenderers must certify that they are not in one of the situations listed in point a) above by completing and signing the form in Annex 4 ("Certification with respect to the exclusion criteria").

III.3 Selection criteria

III.3.1 Proof of eligibility

The tenderer must indicate in which State he has his headquarters or domicile and present the supporting evidence normally acceptable under his own national law (see Annex 1 ("Tender submission form")).

Tenderers are also requested to:

- indicate their VAT number (see Annex 1);
- indicate the name and position of the person authorised to sign the contract (see Annex 1);
- indicate their account number and bank address (by means of their bank identification form or the standard form in Annex 2);
- for natural persons, the standard form in Annex 3 must also be completed and returned.

III.3.2 Proof of economic and financial capacity

All tenderers must provide proof of their economic and financial capacity by submitting the following documents:

- balance sheets or extracts from balance sheets for at least the last two years for which accounts have been closed, where publication of the balance sheet is required under the company law of the country in which the tenderer is established;
- statement of overall turnover and turnover in respect of the work, supplies or services to which the contract relates, covering a period which may be no more than the last three financial years. A minimum annual turnover for the services covered by each lot of EUR 300 000 is required for Lot 1, EUR 750 000 for Lot 2 and EUR 1 000 000 for Lot 3. If, for some exceptional reason which the Commission considers justified, a tenderer is unable to provide one or other of the above documents, said tenderer may prove his economic and financial capacity by any other document which the Commission considers appropriate.

III.3.3 Proof of technical and professional capacity

The ability of service providers to perform the services which are the subject of the invitation to tender will be assessed according to each of the criteria and documents listed below.

Tenderers who do not have the capacity to satisfy all the criteria themselves may form a group (consortium) or use subcontractors. Tenders from groups or including subcontractors must

specify the title, role and experience of each of the members of the group and must meet all of the specifications set out in point II.5 (Joint Tenders and Subcontracting).

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

Lot 1: Multimedia graphic design, information material and websites

Criteria	<i>Selection criteria and documents to be provided for Lot 1</i>
Criterion 1	<p>Skills related to information products: Have expertise in and a minimum of three years' experience of creating information products and promotional material in several languages (at least three) aimed at several countries.</p> <p><u>Documents to be provided:</u></p> <ol style="list-style-type: none"> 1) A list of the main clients and the main services provided during the last three years, indicating the value, the date and the public or private recipient of these services. 2) Examples of work carried out over the last three years in any media (paper, DVD, CD-ROM). If this work was partly produced by members of a group (or consortium of companies) or by subcontractors, the tenderer must clearly indicate the role and contribution of everyone involved. For each project mentioned, a contact person who can testify that the work was actually done must be specified. 3) The Curriculum Vitae of the supervisory and other staff proposed by the tenderer (see specimen in Annex 9). 4) If the tender is being submitted by a group or consortium, or if subcontractors are being used, a declaration stating the role, qualifications and experience of each member.
Criterion 2	<p>Website skills: Possessing skills and at least three years' experience in the design, creation (editorial and graphics content) and maintenance of multilingual websites, including advanced knowledge of XML, XSL/XSLT, XML Schema, XHTML and CSS, together with experience in using a CMS and structured exchanges between different types of CMS.</p> <p><u>Documents to be provided:</u> see Criterion 1.</p>
Criterion 3	<p>Technical capacity: Possess the technical skills needed to perform the services requested (cf point I.4- Description of the Lots – Lot 1).</p> <p><u>Documents to be provided:</u></p> <ol style="list-style-type: none"> 1) A declaration listing the hardware and technical equipment at the tenderer's disposal for performing the proposed services (hardware and software configuration). 2) A detailed list of the software licences held by the tenderer to perform the proposed services. The contracting authority may ask the tenderer to provide the necessary documentary evidence. 3) Description of the services to be provided by the tenderer directly and those which might be subcontracted. 4) Where applicable, details of subcontractors who have already been selected by the tenderer and may be called upon to perform certain types of work. 5) Statement of the average annual workforce of the service provider and the size of the

	management staff.
Criterion 4	<p>English and French language skills Possess the ability to draft and/or adapt all types of texts in English or in French so as to produce the information material which are the subject of this invitation to tender (native speaker level or equivalent).</p> <p>Documents to be provided: 1) Declaration establishing the tenderer's levels of linguistic skill in English and in French. 2) Examples of previous work in English and in French.</p>
Criterion 5	<p>Multilingual capacity: Ability to work in all the EU languages and to rapidly mobilise the resources needed to perform the proposed services in all the EU languages, as well as those of EFTA/EEA, the candidate countries and, possibly, other countries.</p> <p>Documents to be provided: 1) Statement of the tenderer's language abilities. 2) Examples of previous work in EU languages other than the tenderer's own language. 3) Description of the planned procedures for selecting and mobilising the language skills needed.</p>

Lot 2: Conferences, exhibitions and other events

Criteria	<i>Selection criteria and documents to be provided for Lot 2</i>
Criterion 1	<p>Event organisation skills Have expertise in and a minimum of three years' experience of organising events in several countries and several languages (including organising invitations, registration, transport, accommodation and meals for participants).</p> <p>Documents to be provided: 1) A list of the main clients and the main services provided during the last three years, indicating the value, the date and the public or private recipient of these services. 2) Examples of work carried out over the last three years in any media (paper, DVD, CD-ROM). If this work was partly produced by members of a group (or consortium of companies) or by subcontractors, the tenderer must clearly indicate the role and contribution of everyone involved. For each project mentioned, a contact person who can testify that the work was actually done must be specified. 3) The Curriculum Vitae of the supervisory and other staff proposed by the tenderer (see specimen in Annex 9). 4) If the tender is being submitted by a group or consortium, or subcontractors are being used, a declaration stating the role, qualifications and experience of each member.</p>
Criterion 2	<p>Skills related to exhibition stands Have expertise in and a minimum of three years' experience in designing, producing and managing exhibition stands in several countries and several languages.</p> <p>Documents to be provided: see Criterion 1.</p>

Criterion 3	<p>Website skills Possessing skills and at least three years' experience in the design, creation (editorial and graphics content) and maintenance of multilingual websites, including advanced knowledge of XML, XSL/XSLT, XML Schema, XHTML and CSS.</p> <p>Documents to be provided: see Criterion 1.</p>
Criterion 4	<p>Technical capacity Possess the technical skills needed to perform the services requested (cf point I.4-Description of the Lots – Lot 2).</p> <p>Documents to be provided: 1) A list of the hardware and technical equipment at the tenderer's disposal for performing the proposed services. 2) Description of the services to be provided by the tenderer directly and those which might be subcontracted. 3) Where applicable, details of subcontractors who have already been selected by the tenderer and may be called upon to perform certain types of work. 4) Statement of the average annual workforce of the service provider and the size of the management staff.</p>
Criterion 5	<p>English and French language skills Possess the ability to draft all the types of materials relevant to the organisation of events in English or in French (native speaker level or equivalent).</p> <p>Documents to be provided: 1) Declaration establishing the tenderer's levels of linguistic skill in English and in French. 2) Examples of previous work in English and in French.</p>
Criterion 6	<p>Multilingual capacity Have the linguistic skills needed or be able to rapidly mobilise the resources needed to perform the proposed services in all the official languages of the European Union and of EFTA/EEA, the candidate countries and, possibly, other countries.</p> <p>Documents to be provided: 1) Statement of the tenderer's language abilities. 2) Examples of previous work in EU languages other than the tenderer's own language. 3) Description of the planned procedures for selecting and mobilising the language skills needed.</p>

Lot 3: Audiovisual services and media training

Criteria	Selection criteria and documents to be provided for Lot 3
Criterion 1	<p>Skills related to audiovisual services Have expertise in and a minimum of three years' experience in designing, filming, producing and publicising audiovisual products in several countries and several languages.</p> <p>Documents to be provided: 1) A list of the main clients and the main services provided during the last three years.</p>

	<p>indicating the value, the date and the public or private recipient of these services.</p> <p>2) Examples of work carried out over the last three years in any media (paper, DVD, CD-ROM). If this work was partly produced by members of a group (or consortium of companies) or by subcontractors, the tenderer must clearly indicate the role and contribution of everyone involved. For each project mentioned, a contact person who can testify that the work was actually done must be specified.</p> <p>3) The Curriculum Vitae of the supervisory and other staff proposed by the tenderer (see specimen in Annex 9).</p> <p>4) If the tender is being submitted by a group or consortium, or subcontractors are being used, a declaration stating the role, qualifications and experience of each member.</p>
Criterion 2	<p>Media training skills</p> <p>Have expertise in and a minimum of three years' experience in organising training in media relations techniques in English and in French in a multicultural environment. Experience in media relations in various countries would be appreciated.</p> <p><u>Documents to be provided:</u> see Criterion 1.</p>
Criterion 3	<p>Technical capacity</p> <p>Possess the technical skills needed to perform the services requested (cf point I.4-Description of the Lots – Lot 3).</p> <p><u>Documents to be provided:</u></p> <p>1) A declaration listing the hardware and technical equipment at the tenderer's disposal for performing the proposed services in accordance with the technical specifications in Annex 7.</p> <p>2) Description of the services to be provided by the tenderer directly and those which might be subcontracted.</p> <p>3) Where applicable, details of subcontractors who have already been selected by the tenderer and may be called upon to perform certain types of work.</p> <p>4) Statement of the average annual workforce of the service provider and the size of the management staff.</p>
Criterion 4	<p>English and French language skills</p> <p>Possess excellent English and French language skills so as perform all types of services relevant to Lot 3 (native speaker level or equivalent).</p> <p><u>Documents to be provided:</u></p> <p>1) Declaration establishing the tenderer's levels of linguistic skill in English and in French.</p> <p>2) Examples of previous work in English and in French.</p>
Criterion 5	<p>Multilingual capacity</p> <p>Have the linguistic skills needed or be able to rapidly mobilise the resources needed to perform the proposed services in all the official languages of the European Union and of EFTA/EEA, the candidate countries and, possibly, other countries.</p> <p><u>Documents to be provided:</u></p> <p>1) Statement of the tenderer's language abilities.</p> <p>2) Examples of previous work in EU languages other than the tenderer's own language.</p> <p>3) Description of the planned procedures for selecting and mobilising the language skills needed.</p>

III.4 Award criteria

Tenders will be compared and ranked on a priority list according to the total number of points obtained, consisting of a qualitative and a financial score. This list will then serve as the basis for awarding the contracts in accordance with the procedure described in point II.3 (Multiple framework contract and cascade system).

Tenders will be examined from the perspective of quality in order to assign to each a quality score calculated according to the detailed rules set out in point III.4.1 (Quality score) below.

The assessment will then look at the financial aspect according to the detailed rules set out in point III.4.1 (Financial score) below.

Tenders which obtain a total quality score of less than 65 points, together with those which obtain a score lower than the minimum specified for the various criteria will be excluded from the rest of the assessment procedure and will therefore not be taken into consideration when awarding the financial score.

III.4.1 Quality score

For each lot, the quality of the proposals will be assessed out of 100 points, broken down as follows:

- a maximum of 30 points will be awarded for the general approach according to the criteria set out in Table 1 for Lots 1 and 3 and Table 2 for Lot 2:
- a maximum of 70 points will be awarded for the technical proposal put forward for the two case studies in accordance with the specifications and the criteria set out in the following tables: Table 3 for Lot 1, Table 4 for Lot 2 and Table 5 for Lot 3.

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

Tenderers should elaborate on all points addressed by these specifications in order to score as many points as possible. Merely repeating the mandatory requirements set out in these specifications, without 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 specifications. Detailed guidelines are set out in Points II.12 ("General information on tenders") and II.13 ("Content of the tender").

The quality score will be calculated as follows: Number of points obtained for the general approach + number of points obtained for the case studies.

III.4.2 Financial score

Tenderers are to establish a price schedule by completing Annex 10 for Lot 1, Annex 11 for Lot 2, and Annex 12 for Lot 3, and provide estimated prices for each of the case studies in the Lot to which their tender refers by completing the tables at the end of each of these annexes.

Tenders which have successfully passed the quality evaluation will be assessed financially on the basis of the estimated costs submitted for each of the case studies. The cumulative cost of the two case studies will be taken into consideration when comparing the financial tenders and attributing a financial score to each of them.

The estimated prices submitted by the tenderers will also serve as a reference for the analysis of tenders relating to subsequent orders or specific contracts.

In order to ensure that tenderers are treated equally and that their financial tenders are comparable, the estimated prices submitted by tenderers must meet the following requirements:

- cover all services asked for in each case study;
- be based exclusively on the unit prices in the standard price schedules (cf Annex 10 for Lot 1, Annex 11 for Lot 2 and Annex 12 for Lot 3);
- be as detailed as possible to enable the contracting authority to verify that all the tasks requested in the case studies are included;
- correspond in all particulars to the technical specifications set out for each case study;
- correspond in all particulars to the technical proposal put forward by the tenderer for each case study.

Tenders which do not meet one or the other of these requirements may be considered to be ineligible and may be excluded from the award procedure.

The financial score will be calculated as follows:

- The best financial tender (i.e. the lowest tender of those judged to be eligible having received a minimum of 65 quality points and at least the minimum number of points required for each case study) will receive a financial score equal to the number of quality points received by the tender with the best quality (i.e. the tender having received the highest quality score).
- The other tenders which are deemed eligible will be given a financial score calculated as follows:

$(\text{price of the best financial tender} / \text{price of the tender}) \times \text{highest quality score}.$

For each lot, tenders will be ranked in order of priority according to the total score obtained, calculated as follows: Total score = financial score + quality score

The priority list thus obtained will then serve as the basis for awarding the contracts in accordance with the procedure described in point II.3 (Multiple framework contract and cascade system).

Table 1

Assessment criteria for the general approach for Lots 1 and 3

Lot 1: Multimedia graphic design, information material and websites

Lot 3: Audiovisual services and media training

Assessment criteria	Information to be provided
1. Quality and relevance of the proposed approach (9 points)	<ul style="list-style-type: none"> • Here, tenderers should give an outline of the approach they propose to adopt to achieve the European Commission's objectives and to provide the services and/or products requested in this invitation to tender. • Tenderers should identify the major challenges/obstacles and propose solutions, giving any relevant suggestions. • Tenderers must also explain the quality control mechanisms that will be implemented to guarantee the quality of the services and/or products and compliance with deadlines.
2. Creativity of the approach (7 points)	Tenderers should explain how they will develop a creative approach to provide attractive, original, quality products (for example by detailing the methodology they intend to follow in order to conceive a prototype product).
3. Quality of the organisation of work (7 points)	<ul style="list-style-type: none"> • Description of the organisation of the team proposed to ensure maximum efficiency in terms of the costs, speed and quality of the services requested. • Description of the various staff management measures taken to guarantee a consistently high level of services provided (e.g. systems for reporting on and monitoring services, training, coaching etc.) • Where applicable, a detailed description of the part of the work which will be subcontracted and the mechanisms envisaged for quality control of the work performed by the subcontractors.
4. Impact and the efficiency of action (5 points)	• Tenderers shall state the means (methods, tools and indicators) which they intend to use to measure the impact and performance of action carried out in terms of quality, quantity, and cost effectiveness.
5. Clarity and concision of the tender (2 points)	<ul style="list-style-type: none"> • Tenders must comply with all the requirements in the specifications while remaining clear and concise, in terms of both content and presentation (cf Points II.12 and II.13). • As regards presentation, tenders should, in particular, include an index, have continuous page numbering, and be assembled in a coherent fashion (e.g. bound or stapled, etc.). • Articles attached to the tender (annexes on paper, CD-ROM, DVD, etc.) must be marked with the Lot number, the number of that article, and the contents.
Total: 30 points Minimum points required: 15 points	

Table 2

Assessment criteria for the general approach for Lot 2

Conferences, exhibitions and other events

Assessment criteria	Information to be provided
1. Quality, relevance and creativity of approach (11 points)	<ul style="list-style-type: none"> • Tenderers are to describe the method proposed to ensure they are able to respond professionally and in a timely manner to any type of request to organise an event (including creating exhibition stands) in various locations and whatever the deadline. The approach must be relevant and stringent, including with regard to planning the work. • Tenderers should identify the major challenges/obstacles, demonstrate the creativity they intend to bring to bear in their approach and in their work in proposing solutions, giving any relevant suggestions.
2. Quality of the organisation of work and the logistics (9 points)	<ul style="list-style-type: none"> • Description of the organisation of the project team proposed to ensure maximum efficiency in terms of the costs, speed and quality of the services requested. • Description of the various staff management measures taken to guarantee a consistently high level of services provided (e.g. systems for reporting on and monitoring services, training, coaching etc.) • Where applicable, a detailed description of the part of the work intended to be subcontracted, specifying the mechanisms for selecting subcontractors/local suppliers to ensure the services will be provided under the optimal conditions, notably in terms of the quality/price ratio (e.g. conference centre, translation companies, transport companies, caterers, cleaning services etc.) • Description of the mechanisms envisaged for quality control of the work performed by the subcontractors/local suppliers and ability to ensure the quick replacement of one or more of them if they fail to perform.
Impact and the efficiency of action (7 points)	<ul style="list-style-type: none"> • Tenderers shall state the means (methods, tools and indicators) which they intend to use to measure the impact and performance of action carried out in terms of quality, quantity, and cost effectiveness.
4. Clarity and concision of the tender (3 points)	<ul style="list-style-type: none"> • Tenders must comply with all the requirements in the specifications while remaining clear and concise, in terms of both content and presentation (cf Points II.12 and II.13). • As regards presentation, tenders should, in particular, include an index, have continuous page numbering, and be assembled in a coherent fashion (e.g. bound or stapled, etc.). • Articles attached to the tender (annexes on paper, CD-ROM, DVD, etc.) must be marked with the Lot number, the number of that article, and the contents.
Total: 30 points Minimum points required: 15 points	

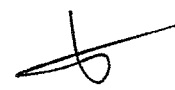
 3 M.

Table 3: Case studies for Lot 1

Multimedia graphic design, information material and websites

Tenderers are asked to make a specific technical proposal for each of the two case studies below and to provide a cost breakdown (price estimate) for each of the two technical proposals.

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

The technical proposal must:

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

The cost breakdown (estimated prices) must:

- cover all the tasks and work that the tenderer must carry out for this case study;
- be presented separately for each case study by filling in the tables at the end of Annex 10);
- be in full compliance with the specifications set out in Point III.4.2 ("Financial score"). Tenderers are advised to read these specifications very carefully before establishing their cost breakdowns.

Background to the two case studies:

DG SANCO is launching an information campaign across the European Union to promote the new Consumer Rights Directive³. This campaign is intended to inform consumers of the advantages that the new Directive gives them and to encourage the citizens of Europe to exercise their rights, particularly when making cross-border commercial transactions, whether in traditional shops or on-line.

³ This is an entirely fictional scenario intended for the case study, given that the Directive in question still has to be formally adopted by the Council and the European Parliament.

The campaign will be run over two weeks after being simultaneously launched in the 27 Member States of the European Union, in partnership with the representations of the European Commission, the members of the ECC-Net network (http://ec.europa.eu/consumers/redress_cons/index_en.htm) and national and local consumer associations. During these two weeks, various events for the general public will be held in Brussels and in the Member States (workshops, competitions, games, etc.) and promotional material will be distributed to the public (brochures, posters, postcards, stickers, gadgets, etc.). The campaign will be launched at a press conference given by the Commissioner for Consumer Affairs and will be followed by a series of press conferences organised in the Member States in conjunction with the Commission Representations. As part of this campaign, a website specifically dedicated to this new Directive will be launched.

Case study No 1: Creation of a visual identity and development of information material

The contractor is to develop a specific visual identity for the information campaign comprising a logo, a slogan and three key messages which will be used for various communication activities and in the various promotional materials (brochures, postcards, posters, etc.). He must also design and produce the promotional material for the campaign, adapt it and translate it into all the EU languages, and print a limited series (large-scale production will be handled by the Office for Publications of the European Communities).

The requirements are as follows:

- the target public for the campaign is the general public (e.g. European consumers);
- the logo, slogan and key messages must be understandable in all the EU languages;
- tenderers shall use the information on the Directive available at http://ec.europa.eu/consumers/rights/cons_acquis_en.htm as the basis for developing the graphic and textual proposals;
- the texts to be drawn up must be based on the information made available to the tenderer, but must under no circumstances be a copy of all or part of existing texts;
- DG SANCO intends to produce various types of information material including a brochure, a postcard and a poster⁴;
- The brochure must be in A5 format using four-colour printing, 20 pages excluding the cover page, with one illustration per page. The text it contains is to be entirely drawn up by the tenderer (65 000 characters);
- The poster (A2, 4-colour) and the postcard (10 × 15 cm size, 4-colour recto, black-and-white verso) are to be developed on the basis of an identical graphic and must illustrate one of the three key messages devised by the tenderer;
- The tenderer is free to choose the illustrations (photos or graphics) as he sees fit, provided that they are supplied free of copyright;
- The number of characters specified is deemed to include spaces and is to be met within a tolerance of ±10 percent;

⁴ A promotional video clip and other gadgets (keyrings, USB sticks, etc.) will be produced by other contracts and are not to be taken into consideration for this case study.

- In calculating the cost, the tenderer must take account of the following: He will have to submit three different basic concepts for the logo and two different basic concepts for the mock-up brochure and the mock-up poster. DG SANCO will choose one of the basic concepts and will then be able to ask the contractor for up to three successive versions based on that concept. These various steps must appear clearly in the estimated prices, but the samples submitted will demonstrate only the final result.

Tasks to be carried out by the tenderer:

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

- Advising, preparing the project (content and budget), monitoring the work and coordinating the project throughout its duration;
- Developing a visual identity (including the logo) for the campaign, creating a slogan and three key messages;
- Designing, developing and producing (text and graphics) of the following information material: a brochure, a poster and a postcard⁵, including drafting the text, producing the illustrations, and the page layout;
- Adapting and translating the slogan, the three key messages, the brochure, the poster and the postcard into the 23 official languages of the EU;
- Rereading, checking and correcting the proofs for the brochure, the poster and the postcard in the 23 official languages prior to printing ("proofreading");
- Producing and delivering to DG SANCO a colour proof together with the electronic versions (PDF for the Web, high-definition PDF for printing and InDesign or equivalent) of the brochure, the poster and the postcard in the 23 languages;
- Printing and delivering to DG SANCO within 72 hours of the "passed-for-press" order for a limited series of the brochure (500 copies EN, 300 copies FR, 200 copies DE, 200 copies ES, 200 copies IT, 50 copies per language for the other language versions), the poster (100 copies EN, 50 FR, 30 DE, 20 ES, 20 IT, 10 copies per language for the other language versions) and the postcard (1000 copies EN, 500 FR, 300 DE, 200 ES, 200 IT, 100 copies per language for the other language versions).

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

- A slogan and three key messages;
- The mock-up of the page layout for the brochure (cover and a specimen inside page);
- A proposed structure for the content of the brochure (with a brief description of the content of each part);
- The text of the introductory page for the brochure (3000 characters);
- The text of a page of the brochure's content (5000 characters);
- The mock-up of the poster (text and illustrations).

⁵ A promotional video clip and other gadgets (keyrings, USB sticks, etc.) will be produced by other contractors and are not to be taken into consideration for this case study.

Marking criteria out of 35 points - minimum 20 points required:

- Quality, consistency and relevance of the proposed approach and the working methods (6 points);
- Relevance of the slogan and the key messages (5 points);
- Relevance of the structure of the brochure (6 points);
- Quality and relevance of the proposed introductory text and page of content (6 points);
- Quality, relevance and creativity of the mock-up brochure (6 points);
- Quality, relevance and creativity of the poster (6 points).

Case study No 2: Creation of a website

As part of the information campaign described above (cf background), a new website will be set up. The site will be aimed mainly at the general public (consumers) of this campaign, but it must also include a number of pages for a professional audience (consumer organisations, businesses and journalists).

The requirements are as follows:

- The content of the site must provide the general public with access to complete, clear and understandable information on the provisions of the Directive which concern them directly and highlight the improvements brought about by these provisions;
- The site must also contain links to the sites of the partners in the information campaign (representations of the European Commission in the Member States, national and local consumer organisations, members of the ECC-Net network);
- The site must include a specific area for a professional audience (consumer organisations, businesses and journalists);
- This site will consist of a home page giving access to 15 lower-level pages, of which ten will be for the general public and five for professionals;
- The site will include five animated graphics to be created by the tenderer, five photographs and ten attached documents (pdf text, pdf image and doc formats);
- The ten pages aimed at the general public must be available in all the official languages of the European Union, while the rest will be in English only;
- The site must include interactive tools, to be suggested by the contractor (simulations or others). Text must be written using simple language suitable for the general public, and without jargon;
- Tenderers are free to decide upon the site's structure, including the number of levels, but they must base themselves on the information on the Directive available at http://ec.europa.eu/consumers/rights/cons_acquis_en.htm;
- Tenderers are free to decide upon the website's graphics. These may, but are not required to, take over the proposals made for Case Study No 1;
- In calculating the cost, the tenderer must take account of the following: He will have to submit two different basic graphic concepts for the mock-up of the site. DG SANCO will choose one of the basic concepts and will then be able to ask the contractor for up to two iterations based on that concept before development of the site

is launched. These various steps must appear clearly in the estimated prices, but the samples submitted will illustrate only the final result.

Tasks to be carried out by the tenderer:

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

- Advising, preparing the project (content and budget), monitoring the work and coordinating the project throughout its duration;
- Development of the site from the ground up: study, design, production (text and graphics);
- Translations, adaptation, rereading/verification of the content of the pages in the various language versions;
- Creation of five animated graphics and five illustrations;
- Proposal, design and development of interactive tools, to be suggested by the contractor in the tender (simulations or other);
- Hosting and maintenance of the website for one year, inclusive of all the procedures related to identifying and purchasing a specific URL and any other tasks required to host the site.

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

- Structure and detailed content of the site with a description of the various functionalities;
- Static mock-up of the home page (with text and graphics) in HTML format;
- Static mock-up of any page of content, chosen by the contractor (with text and graphics) in HTML format;
- The export file(s) containing the data in electronic format as specified in the technical specifications of Annex 6, containing five pages of content inter-linked over three levels with one image and five attached documents, of which at least one must be of each of the following types (pdf text, pdf image and doc formats).

Marking criteria out of 35 points - minimum 20 points required:

- Quality, consistency and relevance of the proposed approach and the working methods (5 points);
- Relevance and navigability of the structure of the site (5 points);
- Quality and relevance of the content of the site (5 points);
- Relevance and creativity of the home page (5 points);
- Relevance and creativity of the page of content (5 points);
- Compliance of the export file(s) with the specifications of Annex 6 according to an electronic test carried out by the evaluators (10 points).

Table No 4: Case studies for Lot 2

Conferences, exhibitions and other events

Tenderers are asked to make a specific technical proposal for each of the two case studies below and to provide a cost breakdown (price estimate) for each of the two technical proposals.

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

The technical proposal must:

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

The cost breakdown (estimated prices) must:

- cover all the tasks and work that the tenderer must carry out for this case study;
- be presented separately for each case study by filling in the tables at the end of Annex-11;
- be in full compliance with the specifications set out in Point III.4.2 ("Financial score"). Tenderers are asked to reread these specifications carefully before establishing their cost breakdowns.

Case study No 1: Organising a seminar of international experts

Background:

DG SANCO intends to organise in Brussels a major discussion seminar with a number of workshops on the subject of: "Effective preventive action to protect young people from alcohol". 150 well-known European and worldwide experts in the fields of health, education and research, and representatives of youth associations and governmental organisations (national and international), are to take part in the seminar. The seminar should enable best practices to be identified and provide

conclusions which will serve as the foundation for the European Commission to launch a broad consultation on a future European action plan.

DG SANCO's website on alcohol:

http://ec.europa.eu/health/ph_determinants/life_style/alcohol/alcohol_en.htm

The requirements are as follows:

- The seminar and the workshops are to take place over two days in a European Commission building located in the European quarter;
- Two-day programme: The plenary session in the morning of the first day followed by workshops/debates in the afternoon which will continue throughout the following day, ending with another plenary session;
- Number of participants: 150 people divided into five workshops of 30 people each;
- The rooms will be reserved by DG SANCO and will be equipped with all the necessary equipment.
- The Commission will provide interpreting into three languages (French, English and German) for the plenary sessions (the workshops will be held in English);
- A list of 200 potential participants will be drawn up by the Commission in cooperation with the contractor;
- The Commission will cover all travel and accommodation expenses for the 150 participants, as well as catering (coffee breaks, lunches and dinner).

Tasks to be carried out by the tenderer:

NB: All of these tasks must be clearly identified in the estimated prices drawn up by the tenderer. However, costs over which the tenderer has no control, such as the price of tickets for travel, hotels, drinks and meals, and hiring of the room for the dinner, must not be included in the estimated price. However, the contractor's payment related to all of these services, and in particular for organising the accommodation and the travel of the participants (including potential travel agency fees and/or other commission fees), must be included.

- Advice, planning and general organisation of the conference and the workshops, including preparing the budget and the work plan, managing administration and finance, supervision and coordination with the Commission, the various service providers and the speakers (managing presentations);
- Administering the registration of participants, including e-mailing personal invitations to a list of 200 people, reminders by e-mail and telephone, confirmation, practical information, managing registration for the various workshops, drawing up a final list of participants (including names, addresses, telephone numbers, etc.);
- Organising accommodation for 150 participants: Choosing a series of hotels located close to the premises of the event, negotiating rates, reservations, paying bills (pre-financed by the contractor);
- Organising travel for 130 participants: Seeking out best prices, making reservations, making available tickets for travel (economy class aeroplane e-tickets for 100

participants, and first-class train tickets for 30 participants), pre-financed by the contractor;

- Preparing the dossiers for reimbursing the 20 other participants whose expenses are partly or totally covered by the Commission, and submitting them to the Commission for payment;
- Design (including graphic art), development, installation/uninstallation of a nomadic-type portable stand or equivalent in the entrance hall of the conference room;
- Organising the catering at the location of the conference, including coffee breaks and lunches with the Commission's service provider working in the European Commission's premises;
- Organising the dinner according to a predefined budget set by the Commission: Finding a location, finding service providers, preparing and decorating, supervising the service on location;
- Constant presence throughout the two days including welcoming/registering participants, and supervising the logistics and local service providers;
- Creation, hosting, regular updating and maintenance of a website in English (beginning two months before the seminar, and ending one week after) supplying all useful information on the conference and allowing on-line registration of participants and access to all the documents related to the seminar;
- Production of name tags, graphic design and production of information material for the seminar: 10 copies of a plasticised A1 pvc poster, 200 high-quality conference bags containing a pen, 4-page A5/135g 4-colour brochure, 16-page A4/135g 2-colour documentation file;
- Production, on the basis of texts provided by DG SANCO, of 500 copies of a report (60 A5/80g pages, 4-colour 200g cover, black-and-white inside pages) containing the proceedings of the seminar;
- Production of a final report on the organisation of the event.

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

- The homepage of the website and the participant registration page in HTML (on CD-ROM);
- A mock-up of the poster for the portable stand (text and illustrations).

Marking criteria out of 35 points - minimum 20 points required:

- Quality, consistency and relevance of the proposed approach and the working methods (10 points);
- Quality and relevance of the risk assessment and the proposed solutions (8 points);
- Quality and relevance of the home page and the participant registration page (8 points);
- Quality and creativity of poster mock-up (9 points).

Case study No 2: Organising a conference with an exhibition stand

Background:

DG SANCO intends to organise a high-level conference in London to commemorate the 30th anniversary of the RASFF rapid alert system, which is one of the cornerstones of the EU's food safety policy. The conference will be attended by 500 participants coming from Europe and the rest of the world (Africa, Latin America and Asia), including various political figures, representatives of the Member States, the agrifood industry, consumer associations and the press.

DG SANCO's RASFF website: http://ec.europa.eu/food/food/rapidalert/index_en.htm

The requirements are as follows:

- The conference will last one day (a single plenary session) at a site of good standing capable of hosting 500 persons, organising a large press conference and various interviews of high-profile figures (VIP areas);
- All of the catering, including a lunch buffet, cocktails and a dinner are to be organised by the tenderer on the premises of the conference, the cost of which will be covered by the Commission;
- The conference room must be equipped with interpreting booths for simultaneous interpreting into English, French, German, Spanish, Portuguese and Chinese (approximate duration: three hours in the morning + three hours in the afternoon, with two half-hour breaks);
- The premises must also permit installation of a 25 m² top-of-the-line exhibition stand which is directly accessible from the conference room;
- The stand is to be and remain the property of the contractor. It is to include five panels, each displaying a sign (photograph + text), all the necessary furniture (high range) and the following equipment: a PC with an Internet connection, a DVD player, a 42 inch flat-screen television and a standard projection screen (2m × 3m);
- A list of 700 potential participants will be drawn up by the Commission in cooperation with the contractor;
- DG SANCO will cover the travel and accommodation costs for 100 persons having expert status;
- Participants are to organise their travel and accommodation themselves, with the exception of the ten speakers (to be organised by the tenderer).

Tasks to be carried out by the tenderer:

NB: All of these tasks must be clearly identified in the estimated prices drawn up by the tenderer. However, costs over which the tenderer has no control, such as the price of tickets for travel, hotels, drinks and meals, and hiring of the room, must not be included in the estimated prices. However, the contractor's payment related to all of these services, and in particular for organising the accommodation and the travel of the participants (including potential travel agency fees and/or other commission fees), must be included.

- Advice, planning of the event, determining the measures to be taken, deploying the staff, preparing the budget, seeking out service providers, asking for estimates, supervision and coordination with the Commission, the various service providers and the speakers (managing presentations), administrative and financial management of the event;
- Proposal of a suitable site for the event (this site will have to be precisely identified in the tenderer's proposal);
- Administering the registration of participants, including e-mailing personal invitations to a list of 700 people, reminders by e-mail, confirmation, practical information, managing on-line registration, drawing up a final list of participants;
- Organising accommodation and travel for the ten speakers (economy class aeroplane e-tickets), with the aeroplane tickets and hotel rooms to be pre-financed by the contractor;
- Organising the catering, cocktails and the dinner in accordance with the budget indicated by DG SANCO;
- Organising simultaneous interpreting;
- Preparing the dossiers for reimbursing the 100 participants with status as experts (collecting and verifying the forms and supporting documents) and submitting them to the Commission for payment;
- Designing the stand (including graphic design for the five posters), production, transport, installation and dismantling;
- Maintenance of the stand and the equipment, and providing a hostess/steward throughout the duration of the conference;
- Transport of 500 kg of documentation from DG SANCO to Brussels;
- Constant presence throughout the day for welcoming/registering participants and supervising the overall logistics and the local service providers;
- Creation, hosting, regular updating and maintenance of a website in English (beginning two months before the event, and ending one week after) supplying all useful information on the conference and allowing on-line registration of participants and access to all the documents related to the conference;
- Production of name tags, graphic design and production of information material for the conference: 300 copies of a plasticised A1 paper poster, 600 high-quality conference bags containing a pen, 4-page A5/135g 4-colour brochure, 16-page A4/135g 2-colour documentation file;
- Production of a final report on the organisation of the event;
- Making a video of the conference.

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

- The mock-up of conference poster;
- A mock-up of the stand with its setting up on the site of the conference selected by the tenderer.



B

M.

Marking criteria out of 35 points - minimum 20 points required:

- Quality, consistency and relevance of the proposed approach and the working methods (10 points);
- Quality and relevance of the risk assessment and the proposed solutions (8 points);
- Relevance and creativity of the poster (7 points);
- Creativity and quality of the mock-up of the stand with its setting up on the site (10 points).

Table No 5: Case studies for Lot 3

Audiovisual services and media training

Tenderers are asked to make a specific technical proposal for each of the two case studies below and to provide a cost breakdown (price estimate) for each of the two technical proposals.

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

The technical proposal must:

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

The cost breakdown (estimated prices) must:

- cover all the tasks and work that the tenderer must carry out for this case study;
- be presented separately for each case study by filling in the tables at the end of Annex 12);
- for Case Study No 1, be submitted in three distinct parts: 1) budget for the VNR, 2) budget for the clip et 3) estimated budget for the travel costs associated with filming the VNR according to the rules specified in Annex 5.
- be in full compliance with the specifications set out in Point III.4.2 ("Financial score"). Tenderers are asked to reread these specifications carefully before establishing their cost breakdowns.

Background to the two case studies:

To mark the occasion of the launch of the EU Action Plan on the protection and welfare of animals, DG SANCO, with the assistance of the Commission Representations and Delegations and in partnership with the relevant national authorities, is organising a series of conferences and discussion workshops in the Member States and in various countries located outside the EU. On this occasion, DG SANCO would like to produce a video news release (VNR) for European television channels and a promotional video clip for the general public.

Alongside the conferences and discussion workshops, meetings with the local media, in which DG SANCO staff members will participate, will also be organised.

For additional information:

On animal welfare, see: http://ec.europa.eu/food/animal/welfare/index_en.htm

On the action plan, see: [IP/06/64](#) and [MEMO/06/21](#).

Case study No 1: Production of a VNR and of a news clip for the general public

The objective is to create two different versions of one video product: a VNR version for European television channels and EBS, and a version for the general public in the form of a promotional clip. The VNR is to promote the EU action plan on the protection and welfare of animals over European television channels and EBS. The clip should promote EU action in the field of animal welfare among the general public and will be distributed over the Internet, and in particular on EUTube.

EBS: http://ec.europa.eu/avservices/ebs/welcome_en.cfm

EUTube: <http://www.youtube.com/eutube>

Farmland: [IP/08/1670](#) and <http://farmland-thegame.eu/>

The requirements are as follows:

- The tenderer is free to devise the script of the VNR (maximum duration: 12 mn) as he sees fit;
- The clip (maximum duration 1:30 mn) must be creative and amusing and must follow the EUTube editorial line (cf Annex 8). It must not be a mere excerpt from the VNR;
- The clip is to be produced using essentially the audiovisual material collected when filming the VNR, possibly in conjunction with archival material (sound/images), provided that the tenderer obtains the necessary authorisation regarding copyright and other rights;
- The clip is to focus on a single message/slogan which is appropriate for the general public and which is to be freely chosen by the tenderer;
- The VNR is to be filmed and the interviews are to be carried out in the tenderer's country of origin and in three other countries which he is free to choose;
- The total amount of time for filming the VNR shall not exceed eight days (travel time included);
- The VNR shall not include any archival images;
- Tenderers are free to choose the interviews, which must be carried out in the language of the interviewees;
- The original version may be produced in any of the official languages of the European Union.

Tasks to be carried out by the tenderer for the VNR:

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

- Advising, preparing the project (content and budget), monitoring the work and coordinating the project throughout its duration;
- Drafting the script on the basis of information gathered by the tenderer himself;
- Carrying out the interviews and all of the filming;
- Producing the commentary, voice-over narration and subtitles for the interviews;
- Producing an international version and four different language versions (English, French, German and Spanish) with commentaries and narration in each language and subtitling of the interviews;
- Suggesting a title for each language version of the VNR;
- Publicising the VNR to the television channels of the 27 Member States including: drafting press releases (in English, French, German and Spanish), producing and sending copies by express mail (estimated 120 digibetas, of which 40 are to be in EN, 30 in FR, 30 in DE, and 20 in ES);
- Producing a digital BETA master for each language version and delivering it to DG SANCO in Brussels;
- From the master, producing four DVDs (one per language) and delivering ten copies of each language version (40 DVDs in total) to DG SANCO;
- Producing and delivering the corresponding electronic versions to be put on line (AVI or RM format).

Tasks to be carried out by the tenderer for the clip:

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

- Advising, preparing the project (content and budget), monitoring the work and coordinating the project throughout its duration;
- Drafting the script for the clip;
- Producing the clip in English, French, German and Spanish (subtitles and voice-over);
- Producing elements associated with the clip to be put on EUTube (title, summary, keywords, web links). The summary (600 characters maximum, including spaces) is to describe the content of the clip in everyday language without jargon or technical terms;
- Submitting the product in the various language versions as a digiBETA master and as an MPEG2 file (8 megabits/second);
- From the master, producing a DVD for each language version (Diva box or equivalent with colour label) and delivering 1000 copies to DG SANCO (500 EN, 300 FR, 100 DE, 100 ES).

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

- Detailed description of the content of the VNR, including specific subjects to be addressed, people to be interviewed, filming locations, and a rough script;
- Detailed description of the content of the clip, including the subject and message/slogan;
- Elements associated with the clip (title, summary, keywords, web links).

Marking criteria out of 40 points - minimum 25 points required:

- Quality, consistency and relevance of the proposed approach and the working methods (10 points);
- Quality and relevance of the content of the VNR (15 points);
- Relevance and creativity of the content of the clip (10 points);
- Quality and relevance of the elements associated with the clip (5 points).

Case study No 2: Organising media training

This concerns organising training for the DG SANCO staff members who will take part in the conferences and discussion workshops as part of the launch of the EU action plan on the protection and welfare of animals. The objective of the training is to prepare DG SANCO staff to meet with journalists. The trainers are to help the participants to communicate their messages well and to respond to questions which are likely to arouse the media's interest in the subject of animal welfare. Participants are also to be trained in interviewing techniques.

The requirements are as follows:

- The training will be intended for two groups of eight people each, identified ahead of time by the DG (one English-speaking group and one French-speaking group);
- The typical profile of the participants is as follows: Management staff with experience in the field of oral communication with the public, but who are not media relations professionals. Approximately half of the participants will be animal health and welfare specialists, while the other half will not have specific expertise in this area;
- The training is to take place in two sessions of two days each (one session in French and one in English) on European Commission premises in Brussels;
- Two trainers are to give each session together.

Tasks to be carried out by the tenderer:

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

- Advising, preparing (content and budget), monitoring and coordinating the project throughout its duration;
- Proposing a programme for DG SANCO, preparing the content of the training, preparing and reproducing the documentation and any teaching aids required;

- Administrative and logistical organisation jointly with DG SANCO (inviting participants, reserving rooms and equipment such as PCs or other equipment);
- Leading the sessions;
- Producing an assessment report at the end of the training.

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

- The proposed training programme in detail, with the schedule for each day;
- A detailed description of the content of the training and the teaching methods, tools and aids that the tenderer plans to use;
- A selection of five questions likely to be asked by journalists with proposals for answers.

Marking criteria out of 30 points - minimum 18 points required:

- Quality, relevance and consistency of the approach and the working methods (10 points);
- Quality and relevance of the programme, content, tools and aids (10 points);
- Relevance of questions/responses (10 points).

 44

3 Ma

PART IV

DRAFT FRAMEWORK CONTRACT

FRAMEWORK SERVICE CONTRACT

CONTRACT NUMBER — [complete]

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 [name in full, function, department],

And

The Executive Agency for Health and Consumers (hereinafter referred to as "the Agency") represented by the Commission,

of the one part,

and

[official name in full]

[statutory registration number]

[official address in full]

[VAT registration number]

(hereinafter referred to as "the Contractor"⁶), [represented for the purposes of the signature of this contract by [name in full and function,]]

of the other part,

⁶ In the case of a joint offer and provided the invitation to tender so specifies, the following clause should be added below the identification of the parties: "The parties identified above and hereinafter collectively referred to as 'the Contractor' shall be jointly and severally liable vis-à-vis the Commission for the performance of this contract".

 45

S

M.

HAVE AGREED

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

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

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

Annex III – Schedule of prices

Annex IV – Request for service form - template

Annex V – Specific contract - template

Annex VI – Order form – template

Annex VII – Reimbursement of travel expenses

Annex VIII – 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 in the orders (Annex VI) and specific contracts (Annex V), the orders and specific contracts taking precedence over the Contractor's 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.

The Contract shall be applicable to the Contractor, to the Commission and to the Agency.



I – SPECIAL CONDITIONS

ARTICLE I.1 - SUBJECT

- I.1.1** The subject of the Contract is [*short description of subject according to Lot*].
- I.1.2** Signature of the Contract imposes no obligation on the Commission and on the Agency to purchase. Only implementation of the Contract through orders and specific contracts is binding on the Commission and on the Agency.
- 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 and to the Agency.


ARTICLE I.2 - DURATION

- I.2.1** The Contract shall enter into force on the date on which it is signed by the last contracting party.
- I.2.2** Under no circumstances may implementation commence before the date on which the Contract enters into force. Execution of the tasks may under no circumstances begin before the date on which the order or specific contract enters into force.
- I.2.3** The Contract is concluded for a period of 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 6 months.
- 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 based on the price schedule (Annex III) as complemented by mutual agreement between the Commission and the Contractor following the order of additional or complementary services by the Commission according to the provisions of Point II.4 of the Tender Specifications (Annex I)
- 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.

 47
3

M.

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 MUICP published for the first time by the Office for Official Publications of the European Communities in the Eurostat monthly bulletin at <http://www.ec.europa.eu/eurostat/>.

Revision shall be calculated in accordance with the following formula:

$$Pr = Po (0.2 + 0.8 \frac{Ir}{Io})$$

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 amount specified in each order or specific contract, travel, subsistence and shipment expenses shall be reimbursed in accordance with Annex VII up to a maximum amount that will be specified in the specific contracts.

ARTICLE I.4 – IMPLEMENTATION OF THE CONTRACT

I.4.1 Specific contracts

The Commission or the Agency 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 additional working days to make the offer including the resources to be allocated with particulars in support.

Within 5 working days of a draft specific contract being sent by the Commission or by the Agency to the Contractor, the Commission or the Agency 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 or the Agency 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).

In order to be considered by the Contractor, all requests for offers must originate either from the Directorate General Health and Consumers of the Commission (DG SANCO) or from the Agency. Specific contracts between the contractor and other Directorates General of the Commission will only be valid if DG SANCO has given its prior consent in writing.

 48

3

m

I.4.2 Orders

The Commission or the Agency 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).

The period allowed for the execution of the tasks shall start to run on the date the Contractor signs the order form, unless a different date is indicated on the form.

In order to be considered by the Contractor, all orders must originate either from the Directorate General Health and Consumers of the Commission (DG SANCO) or from the Agency. Orders coming from other Directorates General of the Commission will only be valid if DG SANCO has given its prior consent in writing.

I.4.3 Additional services

By the establishment of an order or of a specific contract, at the request of the Commission or of the Agency and subject to the contractor's agreement, the latter may offer to provide additional services or products similar to those provided for in these specifications but which are not included in the price schedules, provided that these additional services do not represent a substantial change of the terms set out in the framework contract. In this case, the other contractors of the cascade will also be invited to present an offer corresponding to the specifications stated (nature of services and deadlines) within 3 working days from the request by the Commission or the Agency. The additional services will be attributed to the lowest offer corresponding to the technical specifications stated. The submission of an offer by a contractor will have a contractually binding value: in case its offer is selected, the contractor will be bound to provide the additional services requested within the deadlines specified.

ARTICLE I.5 – PAYMENT PERIODS

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

I.5.1 Pre-financing

For orders or specific contracts for a total amount of less than EUR 80 000 :

- There shall be no pre-financing.

For orders or specific contracts for a total amount of EUR 80 000 or more :

- The Contractor may request a pre-financing payment of 20% of the total cost of the services, excluding his travel and subsistence expenses and any unforeseen expenditure.

I.5.2 Interim payment

For orders or specific contracts for a total amount of less than EUR 80 000 :

- No interim payment shall be made.

For orders or specific contracts for a total amount of EUR 80 000 or more :

- No interim payment shall be made for work lasting less than six months.
- For services lasting six months or more, the Contractor may request an interim payment of 30% of the total cost of the service, excluding his travel and subsistence expenses and any unforeseen expenditure.

Requests for interim payment by the Contractor shall be admissible only if accompanied by the interim technical report produced in accordance with the instructions in the order or specific contract or by the acknowledgement of receipt of the services provided by the Commission or by the Agency.

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

The interim payment corresponding to 30% of the total amount of the order or specific contract, excluding the Contractor's travel or subsistence expenses and any unforeseen expenditure, shall be made within forty five days of the date of approval of the report or acceptance of the services by the Commission or by the Agency.

I.5.3 Payment of the balance

The balance shall be paid after performance of the work by the Contractor and acceptance thereof by the Commission or by the Agency within thirty days of receipt of the request for payment.

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

- either the final technical report in accordance with the instructions laid down in the order or specific contract, or an acknowledgement of receipt of the service provided by the Commission or by the Agency;
- statements of reimbursable expenses in accordance with Article II.7;
- the relevant invoices, indicating the reference number of the Contract and of the order or specific contract to which they refer.

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

The balance corresponding to the relevant invoices shall be paid within forty five days of the date on which the report is approved or the service is accepted by the Commission or by the Agency.

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

I.5.4 Financial guarantee

In the case of pre-financing in excess of EUR 50 000 (fifty thousand euros), the Commission or the Agency shall demand a financial guarantee equal to the amount of the pre-financing and provided by a bank, an authorised financial institution or a third party. It shall be released on the payment of the balance of 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 order or specific contract numbers. Ordinary mail shall be deemed to have been received by the Commission or by the Agency on the date on which it is registered by the department responsible indicated below. Communications shall be sent to the following addresses:

Commission:

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

Agency :

Executive Agency for Health and Consumers
Directorate or Unit [complete]

[Postcode and city]

Contractor:

Mr/Mrs/Ms [complete]

[Function]

[Company name]

[Official address in full]

ARTICLE I.8 – APPLICABLE LAW AND SETTLEMENT OF DISPUTES

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

ARTICLE I.9 – DATA PROTECTION

Any personal data included in or relating to the Contract, including its execution, shall be processed pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. It shall be processed solely for the purposes of the performance, management and follow-up of the Contract by the Commission or by the Agency acting as data controller without prejudice to possible transmission to internal audit services, to the European Court of Auditors, to the Financial Irregularities Panel and/or to the European Anti-Fraud Office (OLAF) for the purposes of safeguarding the financial interests of the Community. 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 or to the Agency as indicated under I.7. The Contractor shall have right of recourse at any time to the European Data Protection Supervisor. <http://www.cc.cec/dataprotectionofficer>

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 – LEGAL AUTONOMY OF ORDERS AND SPECIFIC CONTRACTS

In the event of the Contractor having a complaint against an Institution, Body or Agency in relation to the conclusion, execution or termination of Specific Contracts or orders, the Contractor remains bound to his obligations under the Framework contract and Specific Contracts or orders concluded with the other Institutions, Bodies or Agencies. Without prejudice to Article I.7 of the Special Conditions, the Contractor expressly renounces hereby to compensate or suspend the execution of Specific Contracts or orders related to the other Institutions, Bodies or Agencies.

ARTICLE I.12 – SUSPENSION OF SERVICES

If a contractor performs services with a delay in relation to the deadline stipulated in the order or specific contract which is damaging to the results of the action, and provided that this delay is not caused by the Commission (or the Agency) or if the contractor is found to be in faulty execution of an order or of a specific contract, the Commission (or the Agency) may automatically suspend by registered letter the award of the next three services to this contractor and consult the next contractor on the priority list.

This clause applies without prejudice to Articles I.11 (Legal autonomy of orders and specific contracts), II.15 (Termination by the Commission or by the Agency) and II.16 (Liquidated damages).

ARTICLE I.13 – OWNERSHIP OF THE RESULTS – INTELLECTUAL 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 Commission or by the Agency as the case may be which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation, except where rights already exist prior to conclusion of the contract.

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.

Should the contractor envisage using elements (images, illustrations or others) covered by a copyright or by another property right owned by a third party, the contractor should send a written request for prior consent to the Commission or the Agency as the case may be. In case the Commission or the Agency agrees, the contractor will have to confirm in writing that he obtained the authorisation of the holder of these rights before using these parts. Any costs arising from obtaining this authorisation shall be borne by the Contractor and clearly identified on his invoice.

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/the Agency 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 or the Agency;
 - the Commission or the Agency 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 or the Agency any right arising from the contractual relationship between the Commission or the Agency 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 or the Agency 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 or the Agency 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 or the Agency. 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 or the Agency 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 or the Agency may impose penalties or liquidated damages provided for in Article II.16.

ARTICLE II. 2 – LIABILITY

- II.2.1** The Commission or the Agency 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 or the Agency.
- 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 or the Agency 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 or the Agency 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 or the Agency in connection with performance of the Contract, the Contractor shall assist the Commission or the Agency. Expenditure incurred by the Contractor to this end may be borne by the Commission or the Agency.
- 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 or the Agency 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 or the Agency in writing without delay. In the event of such conflict, the Contractor shall immediately take all necessary steps to resolve it.

The Commission or the Agency 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 or the Agency, 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 or the Agency should it so request.

ARTICLE II.4 – INVOICING AND PAYMENTS

II.4.1 Pre-financing:

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



The guarantor shall pay to the Commission or the Agency 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 or the Agency to have recourse against the principal debtor (the Contractor).

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

II.4.2 Interim payment:

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

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

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

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

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

II.4.3 Payment of the balance:

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

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

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

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

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

Where the Commission or the Agency 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.

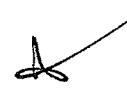
ARTICLE II. 5 – GENERAL PROVISIONS CONCERNING PAYMENTS

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

II.5.2 The payment periods referred to in Article I.5 may be suspended by the Commission or the Agency 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 or the Agency 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 or the Agency shall notify the Contractor accordingly and set out the reasons for the suspension by registered letter with acknowledgment of receipt or equivalent. Suspension shall take effect from the date of dispatch of the letter. The remainder of the period referred to in Article I.5 shall begin to run again once the suspension has been lifted.

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



9 M.

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 or the Agency.
- 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 or the Agency 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 or the Agency 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 or the Agency 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 or the Agency has given its prior written agreement.
- II.7.4** Subsistence expenses shall be reimbursed on the basis of a daily allowance as follows:
- a) for journeys of less than 200 km (return trip) no subsistence allowance shall be payable;

- b) daily subsistence allowance shall be payable only on receipt of a supporting document proving that the person concerned was present at the place of destination;
- c) daily subsistence allowance shall take the form of a flat-rate payment to cover all subsistence expenses, including accommodation, meals, local transport, insurance and sundries;
- d) daily subsistence allowance, where applicable, shall be reimbursed at the rate specified in Article I.3.

II.7.5 The cost of shipment of equipment or unaccompanied luggage shall be reimbursed provided the Commission or the Agency 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 or the Agency 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 or the Agency 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 or the Agency.

II.10.3 Any distribution or publication of information relating to the Contract by the Contractor shall require prior written authorisation from the Commission or the Agency 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 or the Agency'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 or the Agency 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 or the Agency 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 or the Agency nor cause the Contract to be performed in fact by third parties.

II.13.2 Even where the Commission or the Agency authorises the Contractor to subcontract to third parties, he shall none the less remain bound by his obligations to the Commission or the Agency 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 or the Agency 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 or the Agency.

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 or the Agency.

ARTICLE II. 15 – TERMINATION BY THE COMMISSION OR THE AGENCY

II.15.1 The Commission or the Agency 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 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;
- (c) where the Commission or the Agency has evidence or seriously suspects the Contractor or any related entity or person, of professional misconduct;

- (d) where the Commission or the Agency has evidence or seriously suspects the Contractor or any related entity or person, of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- (e) where the Commission or the Agency has evidence or seriously suspects the Contractor or any related entity or person, of substantial errors, irregularities or fraud in the award procedure or the performance of the Contract;
- (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 or the Agency 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 or the Agency'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 or the Agency;
- (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 c), d), 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 or the Agency 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 or the Agency may claim compensation for any damage suffered and recover any sums paid to the Contractor under the Contract.

On termination the Commission or the Agency may engage any other contractor to execute or complete the services. The Commission or the Agency 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.15a – SUBSTANTIAL ERRORS, IRREGULARITIES AND FRAUD ATTRIBUTABLE TO THE CONTRACTOR

Where, after the award of the Contract, the award procedure or the performance of the Contract prove to have been subject to substantial errors, irregularities or fraud, and where such errors, irregularities or fraud are attributable to the Contractor, the Commission or the Agency may refuse to make payments, may recover amounts already paid or may terminate all the contracts concluded with the Contractor, in proportion to the seriousness of the errors, irregularities or fraud.

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 or the Agency's right to terminate the Contract, the Commission or the Agency 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 or the Agency 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 or the Agency 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 the Agency 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,
[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 I

Tender Specifications

ANNEX II

Contractor's Tender (No [complete] of [complete])

6

67

3

m.

ANNEX III

Schedule of prices



68

\$

M.

ANNEX IV

Request for service FORM (Template) No :

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

Requesting (Commission/Agency)	service Name of Lot
-----------------------------------	---------------------

Request Form ID	
Framework Contract N°	

To	Company:		Phone n°:	
	Contact person:		FAX n°:	

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

From	DG SANCO/ ECDC/PHEA	Phone n°:	
	Contact person:	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.

69

3

M,

ANNEX V

SPECIFIC CONTRACT No [template] implementing Framework Contract No ...

[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 [name in full, function, department],

[The Executive Agency for Health and Consumers (hereinafter referred to as "the Agency"), 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 legal form]⁷

[statutory registration number]⁸

[official address in full]

[VAT registration number]

(hereinafter referred to as "the Contractor"⁹), [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 [the Agency] 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 tasks specified in Annex I]

ARTICLE III.2: DURATION

⁷ Delete if contractor is a natural person or a body governed by public law.

⁸ Delete if contractor is a body governed by public law. For natural persons, indicate the number of their identity card or, failing that, of their passport or equivalent.

⁹ In the case of a joint offer and provided the invitation to tender so specifies, the following clause should be added below the identification of the parties: "The parties identified above and hereinafter collectively referred to as 'the Contractor' shall be jointly and severally liable vis-à-vis the Commission for the performance of this contract".

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 [the Agency] under this specific contract shall be EUR [amount in figures and in words] covering all tasks executed.

III.3.2 In addition to the price [*no reimbursable costs are foreseen*] [*costs up to an amount of EUR ... will be reimbursed according to the provisions of the Framework contract*]

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

ARTICLE III.4: ANNEXE[S]

Annex A – Technical annex

Annex B – Contractor's offer

SIGNATURES

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

For the Commission,[the Agency]
[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]

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

European Commission / Agency Directorate-General [complete] [Directorate [complete]] [Unit [complete]] [Postcode and city]	Mr/Mrs/Ms [complete] [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".]		
Description of the services	Quantity	Price
TOTAL PRICE		
[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]		
[The duration of the tasks shall not exceed complete]. [Execution of the tasks shall start from [the date of Contractor's signature of this order form] [complete date].]	Other details: 	

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

f

S

M.

For the Commission [the Agency],
[forename/surname/function]

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

signature[s]: _____

signature[s]: _____

Done at [Brussels], [date]

Done at [Brussels], [date]



73

S

m.

ANNEX VII

Reimbursement of travel expenses

Travel and subsistence expenses will be reimbursed in euros.

Train

Transport costs are reimbursed on the basis of a first class ticket, by the shortest route in terms of cost/effectiveness.

Costs are reimbursed on presentation of supporting documents.

Air

Air travel is in economy class or equivalent, at the lowest available rates at the time of reservation.

Costs are reimbursed on presentation of supporting documents.

Car

In the event of the use of the Contractor's vehicle, reimbursement is on the basis of a €0.42, non-revisable allowance per kilometre.

Car rental: costs are reimbursed on presentation of an invoice.

Taxis: reimbursement on presentation of invoices only when large amounts of luggage are involved.

Accommodation

The limit on hotel expenses is €120 a night. If this limit is exceeded in exceptional circumstances, proper justification must be provided. Costs are reimbursed on presentation of supporting documents.

Per diem allowance

The per diem allowance is a fixed, non-revisable amount of €90 and is paid on an individual basis. It covers breakfast, two main meals and any other personal expenditure. No allowance is due for journeys to places that are less than 50 km (one-way) from the Contractor's place of origin (by public transport).

The allowance is not paid for journeys of six hours or less.

The allowance is calculated in accordance with the following table:

More than 6 hours but no more than 12 hours	0.5
More than 12 hours but no more than 30 hours	1
More than 30 hours but no more than 36 hours	1.5
More than 36 hours but no more than 54 hours	2
More than 54 hours but no more than 60 hours	2.5
More than 60 hours but no more than 78 hours	3
Etc.	

ANNEX VIII
Financial identification form

[Handwritten signature]

75

[Handwritten mark]

[Handwritten mark]

PART V

ANNEXES TO THE TENDER SPECIFICATIONS

List of annexes

- Annex 1: Tender submission form
- Annex 2: Bank identification form
- Annex 3: Form for natural persons
- Annex 4: Certification with respect to the exclusion criteria
- Annex 5: Reimbursement of travel costs
- Annex 6: Technical specifications for import to the Content Management System (Lot 1)
- Annex 7: Technical specifications for audiovisual products (Lot 3)
- Annex 8: EUTube editorial lines (Lot 3)
- Annex 9: Model of European CV
- Annex 10: Price schedule for Lot 1
- Annex 11: Price schedule for Lot 2
- Annex 12: Price schedule for Lot 3

ANNEX 1**Tender submission form**

One signed original and two copies of this form must be supplied.

1 SUBMITTED by

Tenderer name*	
Headquarters address	
City	
Postcode	
State	
VAT N°	

* In the case of a consortium, insert the agreed name of the consortium

2 CONTACT PERSON (for this tender)

Name	
Address	
Telephone	
Fax	
e-mail	

3 PERSON AUTHORISED TO SIGN THE CONTRACT

Name	
Address	
Telephone	
Fax	
e-mail	

4 STATEMENT

I, the undersigned, being the authorised signatory of the above tenderer (including all consortium partners, in the case of a consortium), hereby declare that we have examined and accept without reserve or restriction the entire contents of the tender dossier for the tender procedure referred to above. We propose to provide the services requested in the tender dossier on the basis of our offer.

Name	
Signature	
Date	

If applicable, a copy of the statutes must be joined.



77

3



ANNEX 2

Financial identification form

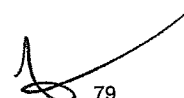
This form can be downloaded from:

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

ANNEX 3**Form for natural persons**
(carrying out work on their own account or on behalf of a legal entity)

<u>PERSONAL DETAILS</u>		
NAME:		
First name(s):		
Sex :	M <input type="checkbox"/>	F <input type="checkbox"/>
Identification number (i.e. your SIRE number, if you have already provided services for the Commission):		
<u>MARITAL STATUS *</u>		
Married	/	Single / Other (please specify):
<u>ADDRESS</u>		
Street:	No:	
Town:	Postcode:	Country:
Nationality:		
<u>DATE AND PLACE OF BIRTH</u>		
Date	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
Place of birth	Town:	Country:
<u>DOCUMENTS TO BE ENCLOSED</u>		
<ul style="list-style-type: none">- curriculum vitae- copy of birth certificate- copy of identity card, passport or driving licence		
<u>SERVICES PREVIOUSLY PROVIDED</u>		
Have you already provided services to the Commission's departments on previous occasions?		
YES <input type="checkbox"/> NO <input type="checkbox"/>		
<u>If so, please complete the attached form</u>		

* delete as appropriate


79

8

m.

(please fill in one box for each contract)

Auxiliary staff / *SNE* / *Temporary staff* / *Other (please specify):*

From: _____ **to:** _____ **Number of days:** _____

Place where services were provided:

Auxiliary staff / *SNE* / *Temporary staff* / *Other (please specify):*

From: _____ *to:* _____ *Number of days:* _____

Place where services were provided:

Auxiliary staff / *SNE* / *Temporary staff* / *Other (please specify):*

From: _____ **to:** _____ **Number of days:** _____

Place where services were provided:

Auxiliary staff / *SNE* / *Temporary staff* / *Other (please specify):*

From: _____ **to:** _____ **Number of days:** _____

Place where services were provided:

Auxiliary staff / *SNE* / *Temporary staff* / *Other (please specify):*

From: _____ **to:** _____ **Number of days:** _____

Place where services were provided:

80

✓

3

W.

ANNEX 4

Certification with respect to the Exclusion Criteria

The undersigned *[to be completed]*:

Name of the company/organisation *[to be completed, or write "Not applicable"]*:

Legal address *[to be completed]*:

Registration number *[to be completed]*:

VAT number *[to be completed]*:

Name of the signatory of this form *[to be completed]*:

Position *[to be completed]*:

- ☐ representative legally authorised to represent the tenderer vis-à-vis third parties and acting on behalf of the aforementioned company or organisation *[please tick box if applicable]*

hereby certifies that *[please tick one of the two boxes]*

☐ they

☐ the company or organisation that they represent:

- a) is not bankrupt or being wound up, is not having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, and is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) has not been convicted of an offence concerning professional conduct by a judgment which has the force of res judicata;
- c) has not been guilty of grave professional misconduct proven by any means which the contracting authorities can justify;
- d) has fulfilled its 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 it is established, or with those of the country of the contracting authority or those of the country where the contract is to be carried out;
- e) has not been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- f) they are currently subject to an administrative penalty referred to in Article 96(1) of the Financial Regulation (The contracting authority may impose administrative or financial penalties on the following: (a) candidates or tenderers in the cases referred to in point (b) of point 14.3, (b) contractors who have been declared to be in serious breach of their obligations under contracts covered by the budget. In all cases, however, the contracting authority must first give the person concerned an opportunity to present his observations.)

Points (a) to (d) of the first subparagraph shall not apply in the case of purchase of supplies on particularly advantageous terms from either a supplier which is definitively winding up its

 81

B M

business activities, or from the receivers or liquidators of a bankruptcy, through an arrangement with creditors, or through a similar procedure under national law

In addition, the undersigned declares on their honour:

- g) that on the date of submission of the tender, they, the company or organisation they represent and the staff proposed for this tender are not subject to a conflict of interests in the context of this invitation to tender; the undersigned undertakes to inform the Commission without delay of any change to this situation after the date of submission of the tender.
- h) that the information provided to the Commission within the context of this invitation to tender is accurate, sincere and complete.

By signing this form, the undersigned acknowledges that they have been acquainted with the administrative and financial penalties described under paragraph 12 of the Specifications, which may be applied if any of the declarations or information provided prove to be false.

Full name
[complete]

Date
[complete]

Signature
[please sign]

ANNEX 5

Reimbursement of travel expenses

Travel and subsistence expenses will be reimbursed in euros.

Train

Transport costs are reimbursed on the basis of a first class ticket, by the shortest route in terms of cost/effectiveness.

Costs are reimbursed on presentation of supporting documents.

Air

Air travel is in economy class or equivalent, at the lowest available rates at the time of reservation.

Costs are reimbursed on presentation of supporting documents.

Car

In the event of the use of the Contractor's vehicle, reimbursement is on the basis of a €0.42, non-revisable allowance per kilometre.

Car rental: costs are reimbursed on presentation of an invoice.

Taxis: reimbursement on presentation of invoices only when large amounts of luggage are involved.

Accommodation

The limit on hotel expenses is €120 a night. If this limit is exceeded in exceptional circumstances, proper justification must be provided. Costs are reimbursed on presentation of supporting documents.

Per diem allowance

The per diem allowance is a fixed, non-revisable amount of €90 and is paid on an individual basis. It covers breakfast, two main meals and any other personal expenditure. No allowance is due for journeys to places that are less than 50 km (one-way) from the Contractor's place of origin (by public transport).

The allowance is not paid for journeys of six hours or less.

The allowance is calculated in accordance with the following table:

More than 6 hours but no more than 12 hours	0.5
More than 12 hours but no more than 30 hours	1
More than 30 hours but no more than 36 hours	1.5
More than 36 hours but no more than 54 hours	2
More than 54 hours but no more than 60 hours	2.5
More than 60 hours but no more than 78 hours	3
Etc.	



ANNEX 6

Technical specifications for import to the Content Management System (Lot 1)

The specifications are available at the following web address:

Site packaging – import process:

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

Site packaging – pivot format and package structure :

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



84

3

m.

ANNEX 7

Technical specifications for audiovisual products (Lot 3)

1. SPECIFICATIONS FOR FILMED AND/OR EDITED MATERIAL

1.1 Picture and sound

The standard use is 625/50 SD or 1080p50 or 720p50 HD - unless otherwise specified by the Commission - and must comply with the EBU's standards for professional broadcasting.

1.2. Cassettes, cameras, editing systems

1.2.1. The formats required are:

- for shooting (cameras): professional or industrial digital format
- for editing: format corresponding to the cameras

1.2.2. For documentaries and spots, the contractor will provide a viewing copy on DVD as well as the master.

1.2.3. All the original cassettes and edit masters must be handed to the Commission.

1.2.4. The Commission reserves the right to change the formats and standards required, in consultation with the contractor.

1.2.5. Most subjects are in 16:9.

1.2.6 The camera and related equipment required must be of professional or industrial quality corresponding to the final use of the product. In any case, the basic equipment required by a film crew is as follows (the formats listed below concern shooting only and not necessarily editing and mastering; for post production, see point 2.1 above)

IMAGE

- Broadcast or industrial quality digital camera (with shutter synchronisation unit for filming TV screens/PC monitors).
- Lens: 13x9, 14x8,with 2x converter.
- Professional tripod
- Portable lighting (on camera) : 50,100 or 150 W – 12 V + dichroic filter
- Battery for torch and camera
- Lighting set (case) : 3 sources 650/800 W + gels
- Battery-operated portable colour TV monitor with loudspeaker
- Sufficient camera batteries for a full days' shooting without recharging
- Essential accessories: Rain protection for the camera, extension cables for lighting
- Recommended accessories: set of graduated neutral density filters, polarising filters etc...

SOUND

- portable mixer
- Microphones
 - 1 hand mike + windshield
 - 2 tie-mikes
 - 1 rifle-mike
 - 2 radio mikes
- Telescopic boom: +/- 0.5 m to 3.5 m
- Essential accessories: headsets, batteries for mike, extension leads etc...

1.2.7 If an SNG mobile unit is required for the project, it must be licensed in the country in which it is operating. It must be digital with at least 4 audio channels and have an on-board power generator.

1.3. Technical report

All cassettes whether originals, edits or copies, must be accompanied by a technical report containing the following information:

- The Commission reference, which will be specified in due time
- a detailed description of the various sound tracks used and their characteristics
- the recording time of the cassette

1.4. Time code

All cassettes must have a time code. The Commission uses a longitudinal time code for its shotlists.

1.5. Shotlists and content analysis

A typed shotlist in English or French will be sent by electronic means in a format agreed between the parties and compatible with the system used by the Commission. The list will also indicate "good" and "bad" shots.

Information on formatting and content will be sent to the contractor in due time.

2. ADDITIONAL SPECIFICATIONS FOR VNRs AND OTHER DOCUMENTARIES

For the production of a VNR and other documentary, the Contractor must provide the Commission with the following:

- 2.1. The original edited master (file or tape) for each language version.
The master soundtrack may be mono or stereo or 5.1. Soundtracks must be mixed.
- 2.2. The international version has no title or credits (unless they can be easily amended - e.g. completely separated from the pictures).
- 2.3. The commentary MP3 file.
- 2.4. All the rushes accompanied by a shotlist (in English or French) as specified under point 1 here above
- 2.5 A written statement transferring all rights (images and sound) to the Commission
- 2.6 A list of all the music used (in English or French) giving its origin and a statement of rights
- 2.7 A transcript of the commentary together with titles subtitles and credits (to be sent by e-mail)
- 2.8 A technical report and a summary of the content (in English or French) as specified in point 1.3 hereabove. (to be sent by e-mail)

Editorial lines for EUTube (Lot 3)

The average viewer of EUTUBE is a man between 25 and 55 years old. They have a very short attention span and are mainly looking for entertainment/infotainment.

Standard video news releases (VNR) or documentaries are therefore not really suitable for the EU Tube public. You would need therefore to make a special product for EUTUBE alongside with your standard VNR or documentary.

We do count on your good judgement and that you will honestly scrutinise and screen the clips and videos before sending an upload request to DG COMM. Ask yourself:

Is this unique and innovative? Is this really, really good? Would I send it to any of my peers? Is it truly relevant or entertaining for the target group?

When you can answer positively to all these questions, then the chances are bigger that your clip or video will eventually end up on EU Tube.

What are we looking for:

Content: catchy description of policy, campaign or action (so no VNRs). Use the clip on EUTUBE to drag people to your website, for example to see a full length video clip, to read more about the subject,...

Length: The attention span of viewers is very short. The average length of clips and videos that get a lot of viewers on Youtube is between 1 and 2 minutes..

Languages: provide an EN, FR and DE version. The videos should come with English, French and German subtitles or voiceover.

Each video has to be accompanied by:

- A snappy, short title
- A short, descriptive text – maximum length 600 characters including spaces – in popular EN, DE and FR according to the language of the video (avoid jargon and add link to more information). Do say what people will see in the clip/video.
- A deep link to a website providing more information
- Tag words (key words for the search engine): identify the 5 – 10 words that people are likely to type into a search engine (add EU and European Commission by default)

ANNEX 9

Model of European CV

Templates are available at :

[http://europass.cedefop.europa.eu/europass/home/hornav/Downloads/EuropassCV/
CVTemplate.csp](http://europass.cedefop.europa.eu/europass/home/hornav/Downloads/EuropassCV/CVTemplate.csp)

ANNEX 10

Standard price schedule and estimated prices for Lot 1

Multimedia graphic design, information material and websites

All parts of this Annex must be filled in by the tenderer and must be included in part 3 of the tender (Financial Proposal).

Company: _____

Name and first name: _____

Date: _____

Signature: _____

*All of the items in the standard price schedule below must be completed in accordance with the specifications set out in **Point II.13.3 (Financial Proposal)**.*

NB: for the purposes of drafting or translation, a page (paper or web) is calculated as **1 500 characters, not including spaces**. Between 0 and 1 499 characters, the price indicated will be divided by two.

Items of the Standard Price Schedule – Lot 1		
Staff:	Unit price in EUR, net of VAT	Units
. project manager		/person/day
. project leader		/person/day
. assistant project leader		/person/day
. editor in chief		/person/day
. junior journalist		/person/day
. senior journalist		/person/day
. copywriter		/person/day
. information gatherer ¹⁰		/person/day
. surveyor ¹¹		/person/day
. assistant/secretary		/person/day
. graphic designer		/person/day

¹⁰ For example, Internet searches, searches in archives, searches for specific examples, searches for illustrations, search for interviewees and search for photographs or other illustrations, etc.

¹¹ To carry out census, surveys and polls (face-to-face or by telephone)

. graphic creator (producing graphics, tables, drawings, etc.)	/person/day
. computer graphics expert	/person/day
. designer of HTML structure and navigation	/person/day
. photographer ¹²	/person/day
. illustrator	/person/day
. senior analyst	/person/day
. user interface, ergonomics and accessibility analyst	/person/day
. strategy consultant	/person/day
. web architect	/person/day
. senior web developer	/person/day
. junior web developer	/person/day
. webmaster/site administrator	/person/day
. web designer	/person/day
. content integrator	/person/day
. technical writer	/person/day
. technical editor	/person/day
Adapting texts ¹³	/page
Correcting typing errors, spelling and grammar ¹⁴	/page
Correcting style and fact-checking/internal cross-checking	/page
Looking for illustrations and photographs	/person/day
Purchasing illustrations and photographs, based on actual costs	/unit
Proofreading	/page
Creation of a logo ¹⁵	/unit

¹² This item will also be used for the purchase of rights to publish existing photos on paper or on the Internet; in such a case, the cost will be calculated in terms of its equivalent in "euros/person/day".

¹³ May require rewriting of the entire text.

¹⁴ Does not involve rewriting.

¹⁵ The price must include the initial presentation of three different concepts followed by up to three successive iterations on the basis of one of the three concepts chosen by the Commission.

Designing or adapting a graphic charter for publications and promotional material:		
. designing a new graphic charter ¹⁶		/unit
. adapting an existing graphic charter ¹⁷		/unit
Translations:		
Translation and adaptation for EU languages		/page
Translation and adaptation into Russian		/page
Translation and adaptation into Chinese		/page
Translation and adaptation into Turkish		/page
Translation and adaptation into other languages		/page
Surcharge for an urgent translation (24 hours)		+ ... %
Digitising photographs/illustrations:		
. for publication in paper form (300 dpi)		/unit
. for publication on the Web (72 dpi)		/unit
Retouching photographs		/unit
Hiring non-copyrighted photos (e.g. from a media library belonging to the tenderer)		/unit
Page layout from electronic original (text only):		
10 × 15 format (postcard)		/page
. 21 × 10 format		/page
. A5 format		/page
. A4 format		/page
. A3 format		/page
. A2 format		/page
. A1 format		/page
. A0 format		/page
. B5 format		/page
. C5 format		/page

¹⁶ The price must include the initial presentation of two different concepts followed by up to three successive iterations on the basis of one of the two concepts chosen by the Commission.

¹⁷ The price must include the initial presentation of two different concepts followed by up to three successive iterations on the basis of one of the two concepts chosen by the Commission.

Layout from electronic original (text + illustrations):		
. 10 × 15 format (postcard)		/page
. 21 × 10 format		/page
. A5 format		/page
. A4 format		/page
. A3 format		/page
. A2 format		/page
. A1 format		/page
. A0 format		/page
. B5 format		/page
. C5 format		/page
Colour proof (proof quality for Iris, Epson or other type of printing)		
. 10 × 15 format (postcard)		/unit
. 21 × 10 format		/unit
. A5 format		/unit
. A4 format		/unit
. A3 format		/unit
. A2 format		/unit
. A1 format		/unit
. A0 format		/unit
. B5 format		/unit
. C5 format		/unit
<u>Quick printing (72 hours maximum)</u>		
. A5 format (250 g, matt-coated, 4-colour cover; 100 g, matt-coated, 4-colour inside pages)		
. 1-100 copies:		
- between 8 and 12 pages		/unit (time ...)
- between 12 and 20 pages		/unit (time ...)
- between 20 and 40 pages		/unit (time ...)
- between 40 and 60 pages		/unit (time ...)
- between 60 and 80 pages		/unit (time ...)
- between 80 and 100 pages		/unit (time ...)
. 101-300 copies:		
- between 8 and 12 pages		/unit (time ...)
- between 12 and 20 pages		/unit (time ...)
- between 20 and 40 pages		/unit (time ...)
- between 40 and 60 pages		/unit (time ...)
- between 60 and 80 pages		/unit (time ...)
- between 80 and 100 pages		/unit (time ...)

. 301-500 copies:		
- between 8 and 12 pages		/unit (time ...)
- between 12 and 20 pages		/unit (time ...)
- between 20 and 40 pages		/unit (time ...)
- between 40 and 60 pages		/unit (time ...)
- between 60 and 80 pages		/unit (time ...)
- between 80 and 100 pages		/unit (time ...)
. 501-1000 copies:		
- between 8 and 12 pages		/unit (time ...)
- between 12 and 20 pages		/unit (time ...)
- between 20 and 40 pages		/unit (time ...)
- between 40 and 60 pages		/unit (time ...)
- between 60 and 80 pages		/unit (time ...)
- between 80 and 100 pages		/unit (time ...)
. A4 format (250 g, matt-coated, matt-laminated, 4-colour cover; 100 g, matt-coated, 4-colour inside pages)		
. 1-100 copies:		
- between 8 and 12 pages		/unit (time ...)
- between 12 and 20 pages		/unit (time ...)
- between 20 and 40 pages		/unit (time ...)
- between 40 and 60 pages		/unit (time ...)
- between 60 and 80 pages		/unit (time ...)
- between 80 and 100 pages		/unit (time ...)
- between 100 and 300 pages		/unit (time ...)
. 101-300 copies:		
- between 8 and 12 pages		/unit (time ...)
- between 12 and 20 pages		/unit (time ...)
- between 20 and 40 pages		/unit (time ...)
- between 40 and 60 pages		/unit (time ...)
- between 60 and 80 pages		/unit (time ...)
- between 80 and 100 pages		/unit (time ...)
- between 100 and 300 pages		/unit (time ...)
. 301-500 copies:		
- between 8 and 12 pages		/unit (time ...)
- between 12 and 20 pages		/unit (time ...)
- between 20 and 40 pages		/unit (time ...)
- between 40 and 60 pages		/unit (time ...)
- between 60 and 80 pages		/unit (time ...)
- between 80 and 100 pages		/unit (time ...)
- between 100 and 300 pages		/unit (time ...)
. 501-1000 copies:		

- between 8 and 12 pages		/unit (time ...)
- between 12 and 20 pages		/unit (time ...)
- between 20 and 40 pages		/unit (time ...)
- between 40 and 60 pages		/unit (time ...)
- between 60 and 80 pages		/unit (time ...)
- between 80 and 100 pages		/unit (time ...)
- between 100 and 300 pages		/unit (time ...)
Printing posters (4-colour, 135 g paper)		
. A2 format:		
. fewer than 100 copies		/unit (time ...)
. 101-300 copies		/unit (time ...)
. 301-500 copies		/unit (time ...)
. 501-1000 copies		/unit (time ...)
. A1 format:		
. fewer than 100 copies		/unit (time ...)
. 101-300 copies		/unit (time ...)
. 301-500 copies		/unit (time ...)
. 501-1000 copies		/unit (time ...)
. A0 format:		
. fewer than 100 copies		/unit (time ...)
. 101-300 copies		/unit (time ...)
. 301-500 copies		/unit (time ...)
. 501-1000 copies		/unit (time ...)
. 70 × 100 cm format:		
. fewer than 100 copies		/unit (time ...)
. 101-300 copies		/unit (time ...)
. 301-500 copies		/unit (time ...)
. 501-1000 copies		/unit (time ...)
Printing 10 × 15 postcards (4-colour recto, black-and-white verso, 300 g cardboard):		
. fewer than 100 copies		/unit (time ...)
. 101-300 copies		/unit (time ...)
. 301-500 copies		/unit (time ...)
. 501-1000 copies		/unit (time ...)
Tenderer's commission for quick printing (maximum 72 hours) for any other format and type of paper		% of actual costs
Producing a CD-ROM presentation containing:		
. 15 texts + 15 tailor-made graphics/illustrations		/unit

. 20 texts + 20 tailor-made graphics/illustrations		/unit
. 40 texts + 40 tailor-made graphics/illustrations		/unit
. 100 photographs		/unit
Producing a DVD-R/Dual Layer/Blu-Ray, including authoring and programming, containing:		
. 15 texts + 15 tailor-made graphics/illustrations		/unit
. 20 texts + 20 tailor-made graphics/illustrations		/unit
. 40 texts + 40 tailor-made graphics/illustrations		/unit
. 100 photographs		/unit
Copying documents/publications to storage media such as: USB keys, SD cards		/unit
Duplication of CD-ROMs by pressing, supplied in a jewel case:		
. fewer than 100 copies		/unit (time ...)
. 100-299 copies		/unit (time ...)
. 300-499 copies		/unit (time ...)
. 500-1000 copies		/unit (time ...)
Duplication of CD-ROMs by burning (emergency procedure), supplied in a jewel case:		
. fewer than 100 copies		/unit (time ...)
. 100-299 copies		/unit (time ...)
. 300-499 copies		/unit (time ...)
. 500-1000 copies		/unit (time ...)
Duplication of DVD-R/Dual Layer/Blu-Ray by pressing, supplied in a jewel case:		
. fewer than 100 copies		/unit (time ...)
. 100-299 copies		/unit (time ...)
. 300-499 copies		/unit (time ...)
. 500-1000 copies		/unit (time ...)
Duplication of DVD-R/Dual Layer/Blu-Ray by burning (emergency procedure), supplied in a jewel case:		
. fewer than 100 copies		/unit (time ...)
. 100-299 copies		/unit (time ...)

. 300-499 copies		/unit (time ...)
. 500-1000 copies		/unit (time ...)
Printing and affixing 4-colour labels on CD-ROMs/DVDs:		
. fewer than 100 copies		/unit (time ...)
. 100-299 copies		/unit (time ...)
. 300-499 copies		/unit (time ...)
. 500-1000 copies		/unit (time ...)
Printing and insertion of a 4-page insert and a 4-colour back label in CD-ROM/DVD jewel cases:		
. fewer than 100 copies		/unit (time ...)
. 100-299 copies		/unit (time ...)
. 300-499 copies		/unit (time ...)
. 500-1000 copies		/unit (time ...)
Transport of materials: (prices are all inclusive; return costs may not be added)		
. between 0 and 0.5 m ³		/km
. between 0.6 and 1 m ³		/km
. between 1.1 and 1.5 m ³		/km
. between 1.6 and 2 m ³		/km
. between 2.1 and 3 m ³		/km
. between 3.1 and 5 m ³		/km
. between 5.1 and 10 m ³		/km
. between 10.1 and 15 m ³		/km
. between 15.1 and 20 m ³		/km
. between 20.1 and 30 m ³		/km
. between 30.1 and 50 m ³		/km

Purchase of advertising space and photographs: The Commission or the Agency may need to buy advertising space to promote the campaigns carried out under this invitation to tender or photographs/images/illustrations to be used in designing those campaigns. In such a case, payment will be made according to an invoice on the basis of the actual costs.

Shipment of materials: In certain cases, the contractor may be asked to take charge of dispatching the products manufactured. In such a case, shipment costs will be reimbursed according to an invoice on the basis of the actual costs.

Tenderers are authorised to include with their tenders their own price list for additional products or service which are not covered by the standard price schedule.



Estimated prices for each of the case studies

On the basis of the standard price schedule above, tenderers are asked to estimate prices for each of the two case studies in accordance with the details provided above.

<u>Estimated price for Lot 1, Case Study No 1</u>			
Tasks to be carried out	Number of units	Unit cost in EUR (excluding VAT)	Subtotal in EUR (excluding VAT)
Contingency amount (5% of the total amount)			
Total in EUR			

<u>Estimated price for Lot 1, Case Study No 2</u>			
Tasks to be carried out	Number of units	Unit cost in EUR (excluding VAT)	Subtotal in EUR (excluding VAT)
Contingency amount (5% of the total amount)			
Total in EUR			

ANNEX 11

Standard price schedule and estimated prices for Lot 2

Conferences, exhibitions and other events

All parts of this Annex must be filled in by the tenderer and must be included in part 3 of the tender (Financial Proposal).

Company: _____

Name and first name: _____

Date: _____

Signature: _____

*All of the items in the standard price schedule below must be completed in accordance with the specifications set out in **Point II.13.3 (Financial Proposal)**.*

NB: for the purposes of drafting or translation, a page (paper or web) is calculated as **1 500 characters, not including spaces**. Between 0 and 1 499 characters, the price indicated will be divided by two (2).

Items of the Standard Price Schedule – Lot 2		
Staff	Unit price in EUR, net of VAT	Units
- Senior project manager		/person/day
- Junior project manager		/person/day
- Assistant, secretary		/person/day
- Secretary/assistant		/person/day
- IT and audiovisual expert		/person/ <u>hour</u>
- Graphic artist		/person/ <u>hour</u>
- surveyor ¹⁸		/person/ <u>hour</u>
- Writer/editor		/person/ <u>hour</u>
- Technician (on-site assistance)		/person/ <u>hour</u>
- Interpreter – EU-27 languages		/person/ <u>hour</u>
- Interpreter – other languages		/person/ <u>hour</u>

¹⁸ To carry out censuses, surveys and polls (face-to-face or by telephone)

- Hostess/steward, in uniform, proficient in English, French and the language of the country where the event takes place	/person/ <u>hour</u>
--	----------------------

Organisation of the event and management of participants	Unit price	Units
Preparation and general organisation of the event: assistance in defining the concept, finding a site, preparing the budget and the work plan, identifying service providers (catering and meals, local transport, etc.), organising and managing promotion, administration and finance, supervision and coordination with the Commission, the service providers and speakers (managing presentations)		person/day per category of staff
- up to 50 participants		
- from 51 to 100 participants		
- from 101 to 300 participants		
- from 301 to 500 participants		
- from 501 to 700 participants		
Administration and logistics at the site of the event: preparation/decoration of the site, welcome and registration of participants, distribution of badges and kits, supervision of logistics as a whole, including technical equipment, coffee break and meals, and all local service providers		person/day per category of staff
- up to 50 participants over 1 day		
- up to 50 participants over 2 days		
- from 51 to 100 participants over 1 day		
- from 51 to 100 participants over 2 days		
- from 101 to 300 participants over 1 day		
- from 101 to 300 participants over 2 days		
- from 301 to 500 participants over 1 day		
- from 301 to 500 participants over 2 days		
- from 501 to 700 participants over 1 day		
- from 501 to 700 participants over 2 days		
Management of invitations: setting-up an e-mail address for the event, relations with participants, sending personalised invitations by e-mail and/or post, reminders, confirmations, practical information, telephone calls, answering participants' questions, creating the final list of participants		person/day per category of staff
- up to 50 participants		
- from 51 to 100 participants		

- from 101 to 300 participants		
- from 301 to 500 participants		
- from 501 to 700 participants		
Organisation of participants' accommodation: act as the contact point for participants, find hotels, negotiate rates, reservations and pre-financing. NB: The price stated must include all commission fees and/or payments to any travel agency which acts as intermediary.		/participant
Organisation of travel arrangements of participants travelling by train: act as the contact point for participants, reservations, pre-financing, and making available train tickets (1 st class). NB: The price stated must include all commission fees and/or payments to any travel agency which acts as intermediary.		/participant
Organisation of travel arrangements of participants travelling by aeroplane: act as the contact point for participants, reservations, and making available aeroplane tickets (economy class, e-tickets if possible). NB: The price stated must include all commission fees and/or payments to any travel agency which acts as intermediary.		/participant
Preparing the dossiers for reimbursing participants whose expenses are partly or totally covered by the Commission/the Agency, and sending them to the Commission/the Agency for payment.		/participant
Provision of name tags with a clip or lanyard in four colours with the DG or event logo:		
- Plastic name tag (90 × 60 mm, 4-colour)		/unit
- Paper name tag (90 × 60 mm, 4-colour)		/unit
Provision of typed name plates (2-colour)		/unit
Drafting a final report on the organisation of the event in English or French (10 pages)		/report

Website management, photos, translation services	Unit price	Units
Creation of the website dedicated to the event and to registration		/person/hour
Hosting of the website on the tenderer's server		/week
Administering the website and providing all useful information relating to the event in one or more languages. Updating it once a week on average – one language .		/person/hour

Administering the website and providing all useful information relating to the event in one or more languages. Updating it once a week on average – per additional language.	/person/hour
Creation of a PowerPoint presentation (data provided)	/slide
Photo search for hiring/buying photos	/person/hour
Hiring a photo for A1 panel (one-time use)	/unit
Photographer	/person/hour
Daily e-mailing of photos of the event to the person in charge of the website	/person/hour
Translation from one official EU-27 language to another EU language	/page

Printing, reproduction and mailing	Unit price	Units
Printing and mailing of invitations/programmes		
- Mailing (letter of invitation, 4-page colour draft programme, envelope with label)		/100 copies
- Leaflet, four A5 pages, 4-colour, 135 g/m ²		/100 copies
- Documentation folder, A4, 4-colour, 200 g/m ²		/100 copies
- Invitations 110 × 225 mm; 240 g/m ² paper		/100 copies
- Cover, A4, 200 g/m ² , 4-colour		/100 copies
- four A4 pages, 135 g/m ² , 2-colour		/100 copies
- four A4 pages, 135 g/m ² , 4-colour		/100 copies
- eight A4 pages, 135 g/m ² , 2-colour		/100 copies
- eight A4 pages, 135 g/m ² , 4-colour		/100 copies
- 16 A4 pages, 135 g/m ² , 2-colour		/100 copies
- 16 A4 pages, 135 g/m ² , 4-colour		/100 copies
Posters/banners/signage:		
- A0 paper, 170 g/m ² , plasticised		/100 copies
- A0 pvc, plasticised		/10 copies
- A1 paper, 170 g/m ² , plasticised		/100 copies
- A1 pvc, plasticised		/10 copies
- A2 paper, 170 g/m ² , plasticised		/100 copies
- A2 pvc, plasticised		/10 copies
- A3 paper, 150 g/m ² , plasticised		/100 copies
- A3 pvc, plasticised		/10 copies
- Non-standard pvc, plasticised (basis: 5 copies)		/cm ²
- Cloth banner, 4-colour (basis: 1 item)		/m ²

Conference minutes/reports: page makeup (text provided by the Commission/Agency) and printing in A5 format, 4-colour 200g/m ² cover; black-and-white inside pages, 80g/m ² paper.		
- 40 inside pages		/100 copies
- 60 inside pages		/100 copies
- 80 inside pages		/100 copies
Sticky notes, 50 page pads:		
- 75 × 75 mm, 4-colour, hardcover		/500 copies
- 100 × 100 mm, 4-colour, hardcover		/500 copies
Notepads, 25 inside pages:		
- A4, 2-colour		/100 copies
- A5, 2-colour		/100 copies
Creation of a DVD comprising all of the documents concerning the event (minutes, presentations, photos, etc.)		/unit
Recording of the event (basis: per hour) and producing a DVD		/unit
Duplication of DVDs		/100 copies

Stands with a fixed structure: design and assembly	Unit price	Units
Design and construction of the stand : panel structure, lighting and electricity hook-up, floor, basic equipment included ¹⁹		/m ²
Construction of a storage room with shelves		/m ²
Assembly of the stand		/m ²
Hiring of a fully-equipped stand		/m ² /day
Dismantling the stand		/m ²
Transport:		
< 50 m ² , total return journey < 3000 km		/km
< 50 m ² , total return journey between 3000 km and 5000 km		/km
< 50 m ² , total return journey > 5000 km		/km
> 50 m ² , total return journey < 3000 km		/km
> 50 m ² , total return journey between 3000 km and 5000 km		/km
> 50 m ² , total return journey > 5000 km		/km
Modular panels with internal wiring for construction		/linear m
Cleaning of stand		/m ² /hour
Aluminium photo frame 70 × 100 cm		/unit

¹⁹ The following basic equipment must be included in the price: one reception desk, one PC table, one TV table, one plasma screen, one-piece carpet, signage, photo panels, documentation stands, one lockable storage element equipped with shelves, one coat rack, one waste paper basket.

Platform floor	/m ²
Aluminium frame	/m ²
100-watt spotlight	/unit

Additional furniture for fixed stands	Unit price	Units
Counter, standard		/unit/day
Counter, top-of-the-line		/unit/day
Chair, standard		/unit/day
Chair, top-of-the-line		/unit/day
Low stool, standard		/unit/day
Low stool, top-of-the-line		/unit/day
High stool, standard		/unit/day
High stool, top-of-the-line		/unit/day
Table (120 × 80 cm), standard		/unit/day
Round table (80 cm diameter), standard		/unit/day
Cosy corner, 1 coffee table		/unit/day
Cosy corner, 4 armchairs/couches		/unit/day
Bar table		/unit/day
Computer monitor		/unit/day
Showcase, standard		/unit/day
Showcase, top-of-the-line		/unit/day
Leaflet holder, standard		/unit/day
Leaflet holder, top-of-the-line		/unit/day
Lockable metal cupboard (0.5 m ³)		/unit/day
Lectern		/unit/day
Wastepaper basket		/unit/day
Coffee Machine		/unit/day
Refrigerator		/unit/day
Electric cooker		/unit/day

Technical equipment	Unit price	Units
42" Flat screen TV with stand, DVD player/computer input		/unit/day
DVD player		/unit/day
Multimedia PC, 17" monitor, with Internet connection		/unit/day
Loudspeakers		/unit/day
Microphone with connection to loudspeakers		/unit/day
Headphones		/unit/day
Projector		/unit/day
Projection screen – standard 2 × 3 m size		/unit/day
Projection screen – large 4 × 6 m size		/unit/day

Photocopy machine (desk-top)	/unit/day
Laser printer, black-and-white	/unit/day
Laser printer, colour	/unit/day

Portable stands/structures	Unit price	Units
Classic Nomadic-type structure or equivalent comprising a magnetic strut, printed panels, 2 lights, 2 plugs, roll case		/structure
Quick display system for banners (80 × 191 cm) or equivalent, including nylon carry bag		/article
Printing (600 dpi) of panels		/m ²
Printing (600 dpi) of banners		/m ²

Promotional items with printed logo/slogan/Internet address, 4-colour	Unit price	Units
USB stick, 1 GB		/100 items
Conference bag (min 30 × 37 cm), standard		/100 items
Conference bag (min 30 × 37 cm), high quality		/100 items
T-shirt, cotton, 150 g		/100 items
Cotton shopping bags (35 × 40 × 10 cm)		/100 items
Paper shopping bags (35 × 40 × 10 cm)		/100 items
Umbrella (small)		/100 items
Dynamo torch		/100 items
Ballpoint pen, plastic, standard		/100 items
Ballpoint pen, plastic, high quality		/100 items
Pencil		/100 items
USB lamp for PCs		/100 items
Tenderer's commission on promotional items not listed purchased at the Commission's request from third parties		% of cost

Tenderers are authorised to include with their tenders their own price list for additional products or service which are not covered by the standard price schedule.

Estimated prices for each of the case studies

On the basis of the standard price schedule above, tenderers are asked to estimate prices for each of the two case studies in accordance with the details provided above.

Estimated price for Lot 2, Case Study No 1				
Tasks to be carried out	Number of units	Unit cost in EUR (excluding VAT)	Subtotal in EUR (excluding VAT)	

Contingency amount (5% of the total amount)			
Total in EUR			

Estimated price for Lot 2, Case Study No 2			
Tasks to be carried out	Number of units	Unit cost in EUR (excluding VAT)	Subtotal in EUR (excluding VAT)
Contingency amount (5% of the total amount)			
Total in EUR			

105

3

m.

ANNEX 12

Standard price schedule and estimated prices for Lot 3

Audiovisual services and media training

All parts of this Annex must be filled in by the tenderer and must be included in part 3 of the tender (Financial Proposal).

Company: _____

Name and first name: _____

Date: _____

Signature: _____

*All of the items in the standard price schedule below must be completed in accordance with the specifications set out in **Point II.13.3 (Financial Proposal)**.*

Items of the Standard Price Schedule – Lot 3		
Staff	Unit price in EUR, net of VAT	Units
•Project manager		person/day
•Journalist		person/day
•Researcher		person/day
•Script-writer		person/day
•Producer		person/day
•Assistant director		person/day
•Script		person/day
•Production director		person/day
•Production manager		person/day
•Production assistant		person/day
•Studio director		person/day
•Director of photography		person/day
•Cameraman		person/day
•Camera assistant		person/day
•Prompter technician		person/day
•Chief Electrician		person/day
•Electrician		person/day
•Key grip		person/day
•Grip		person/day
•Sound operator		person/day
•Stylist - prop man		person/day

•Makeup assistant		person/day
•Decorator		person/day
•Actor		person/day
•Extra		person/day
• Surveyor ²⁰		person/day
•Surcharge for overtime past 10 working hours a day		+%
•Surcharge for any work done on Saturdays, Sundays and holidays, following the agreement of the European Commission		+%

Equipment for filming (including insurance)		
• Digital broadcast camera, SD		/day
• HD (720p50) broadcast camera		/day
• HD (1080p60) camera		/day
• HD (720p50) industrial camera		/day
•Teleprompter		/day
•Wide angle lens, 0.8 ×		/day
•Basic sound equipment (portable mixer, 1 hand microphone, 1 windscreen, 1 tie-clip microphone, 1 boom)		/day
•HF microphone		/unit
•Lighting equipment for the report		/day

Mobile HD production unit		
•Vehicle equipped with 3 digital HD cameras + control booth + sound + necessary personnel		/day
•Kilometres		/km

Mobile SD production unit		
•Vehicle equipped with 3 digital HD cameras + control booth + sound + necessary personnel		

²⁰ To carry out surveys or polls (face-to-face or by telephone)

[Handwritten signature]
[Handwritten 'B']
[Handwritten 'M']

•Kilometres		/km
-------------	--	-----

HD video editing		
•HD digital editing (editor included)		/hour
•Editor		person/day

SD video editing		
•SD digital editing (editor included)		/hour
•Editor		person/day

Graphics		
•2-D HD graphics palette		/hour
•2D graphic artist		person/hour
•3-D HD graphics palette		/hour
•3D graphic artist		person/hour

Sound post-production		
•Speaker		/hour
• Translation - adaptation into an EU language		/page
• Transcription		/hour
•Sound engineer		person/day
•Sound studio		/hour
•Multitrack mixing studio		/hour
•Sound effect engineer		person/day
•Studio sound effects		/hour

TV programming and coproduction advice		
•Head of project (general coordination)		person/day
• TV expert		person/day
• Assistant		person/day

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

BLU-RAY production		
• Compression		/min
• Authoring/programming		person/day

Supplies		
• DVC Pro cassette		/unit
• DVCam cassette		/unit
• XD Cam cassette		/unit
• MiniDV cassette		/unit
• Beta SP cassette		/unit
• MPEG2 file		/unit
• MPEG4 file		/unit
• DVD video		/unit
• DVD Rom		/unit
• DVD Blu-Ray		/unit
• Creation of a glass master for 500 copies of a DVD		/unit

Duplication: COPIES and TRANSCODING

COPIES > Digital SP Betacam

15'		30'		60'	
-----	--	-----	--	-----	--

COPIES > DVC Pro

15'		30'		60'	
-----	--	-----	--	-----	--

DVD COPIES

1 - 250				
250 - 500				
500 +				

Tenderers are authorised to include with their tenders their own price list for additional products or services which are not covered by the standard price schedule.

[Handwritten signature]

[Handwritten mark]

[Handwritten mark]

Media training Flat-rate including all work connected to organising, preparing, giving (2 trainers present per session) and evaluating the training sessions.		
Type of training	Unit price in EUR, net of VAT	Units
<ul style="list-style-type: none"> • Session of media training for 1 group of 8-10 participants in Brussels or Luxembourg – duration: 1 day • Session of media training for 2 groups of 8-10 participants in Brussels or Luxembourg – duration: 1 day • Session of media training for 3 groups of 8-10 participants in Brussels or Luxembourg – duration: 1 day 		/ session / session / session
<ul style="list-style-type: none"> • Session of media training for 1 group of 8-10 participants in Brussels or Luxembourg – duration: 2 days • Session of media training for 2 group of 8-10 participants in Brussels or Luxembourg – duration: 2 days • Session of media training for 3 group of 8-10 participants in Brussels or Luxembourg – duration: 2 days 		/ session / session / session

Tenderers are authorised to include with their tenders their own price list for additional products or services which are not covered by the standard price schedule.

Estimated prices for each of the case studies

On the basis of the standard price schedule above, tenderers are asked to estimate prices for each of the two case studies in accordance with the details provided above.

<u>Estimated price for Lot 3, Case Study No 1 – VNR Production</u>			
Tasks to be carried out	Number of units	Unit cost in EUR (excluding VAT)	Subtotal in EUR (excluding VAT)
Contingency			

amount (5% of the total amount)			
Total in EUR			

Estimated price for Lot 3, Case Study No 1 – Production of clips			
Tasks to be carried out	Number of units	Unit cost in EUR (excluding VAT)	Subtotal in EUR (excluding VAT)
Contingency amount (5% of the total amount)			
Total in EUR			

Estimate of travel costs for filming the VNR (Lot 3, Case Study No 1)			
Tasks to be carried out	Number of units	Unit cost in EUR (excluding VAT)	Subtotal in EUR (excluding VAT)
Contingency amount (5% of the total amount)			
Total in EUR			

Estimated price for Lot 3, Case Study No 2			
Tasks to be carried out	Number of units	Unit cost in EUR (excluding VAT)	Subtotal in EUR (excluding VAT)
Contingency amount (5% of the total amount)			
Total in EUR			

ANNEX II

Contractor's Tender (No 2009/A/13746 of 17/04/2009)

ANNEX III

Schedule of prices



Tender SANCO/2009/A1/005 LOT 3 Audiovisual services and media training

1. Price list

Annex 12

Standard price schedule and estimated prices for Lot 3

Audiovisual services and media training

All parts of this Annex must be filled in by the tenderer and must be included in part 3 of the tender (Financial Proposal).

Company: _____

Name and first name: _____

Date: _____

Signature: _____

All of the items in the standard price schedule below must be completed in accordance with the specifications set out in Point II.13.3 (Financial Proposal).

	Staff	Unit price in Euro, net of VAT	Units
1	Personnel		
1.1	Chef de projet/Project manager	480,00 € /person/day	
1.2	Journaliste/Journalist	350,00 € /person/day	
1.3	Recherchiste/Researcher	320,00 € /person/day	
1.4	Scripte/Script-writer	250,00 € /person/day	
1.5	Producteur/Producer	440,00 € /person/day	
1.6	Assistant director	250,00 € /person/day	
1.7	Scripte/Script-writer	250,00 € /person/day	
1.8	Production director	440,00 € /person/day	
1.9	Production manager	440,00 € /person/day	
1.10	Production assistant	250,00 € /person/day	
1.11	Studio director	420,00 € /person/day	
1.12	Director of photography	400,00 € /person/day	
1.13	Cameraman	370,00 € /person/day	
1.14	Camera assistant	250,00 € /person/day	
1.15	Prompter technician	280,00 € /person/day	
1.16	Chief electrician	320,00 € /person/day	
1.17	Electrician	320,00 € /person/day	
1.18	Key grip	300,00 € /person/day	
1.19	Grip	300,00 € /person/day	
1.20	Sound operator	350,00 € /person/day	
1.21	Stylist - prop man	380,00 € /person/day	
1.22	Makeup assistant person	300,00 € /person/day	
1.23	Decorator person	350,00 € /person/day	
1.24	Actor person	400,00 € /person/day	
1.25	Extra person	250,00 € /person/day	
1.26	Surveyor	500,00 € /person/day	
1.27	Surcharge for overtime past 10 working hours a day	15%	
1.28	Surcharge for any work done on Saturdays, Sundays and holidays following the agreement of the European Commission	25%	

Handwritten notes and signatures in the bottom right corner, including a large 'M' and some illegible scribbles.



Tender SANCO/2009/A1/005 LOT 3 Audiovisual services and media training

2	Equipment for filming (including insurance)		
2.1	Digital broadcast camera, SD	30,00 €	day
2.2	HD (720p50) broadcast camera	40,00 €	day
2.3	HD (1080p60) camera	50,00 €	day
2.4	HD (720p50) industrial camera	50,00 €	day
2.5	Teleprompter	350,00 €	day
2.6	Wide angle lens, 0.8 x	25,00 €	day
2.7	Basic sound equipment (portable mixer, 1 hand microphone, 1 windscreen, 1 tie-clip, microphone, 1 boom)	Included with the sound operator	day
2.8	HF microphone	25,00 €	day
2.9	Lighting equipment for the report	18,00 €	day
3	Mobile HD production unit		
3.1	Vehicle equipped with 3 digital HD cameras + control booth + sound + necessary personnel	6,000,00 €	day
3.2	Kilometres	0,50 €	km
4	Mobile SD production unit		
4.1	Vehicle equipped with 3 digital SD cameras + control booth + sound + necessary personnel	5,000,00 €	day
4.2	Kilometres	0,50 €	km
5	HD video editing		
5.1	HD digital editing (editor included)	45,00 €	hour
5.2	Editor person	350,00 €	day
6	SD video editing		
6.1	SD digital editing (editor included)	45,00 €	hour
6.2	Editor person	350,00 €	day
7	Graphics		
7.1	2-D HD graphics palette	5,00 €	hour
7.2	2D graphic artist person	50,00 €	hour
7.3	3-D HD graphics palette	5,00 €	hour
7.4	3D graphic artist person	65,00 €	hour
8	Sound post-production		
8.1	Speaker	350,00 €	hour
8.2	Translation - adaptation into an EU language	50,00 €	page
8.3	Transcription	30,00 €	hour
8.4	Sound engineer person	350,00 €	day
8.5	Sound studio	10,00 €	hour
8.6	Multitrack mixing studio	15,00 €	hour
8.7	Sound effect engineer person	350,00 €	day
8.8	Studio sound effects	15,00 €	hour

Handwritten signature and initials: "S" and "P3" with a checkmark and "M." below.



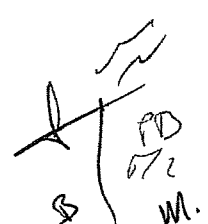
Tender SANCO/2009/A1/005 LOT 3 Audiovisual services and media training

9	TV programming and coproduction advice	
9.1	Head of project (general coordination) person	480,00 € day
9.2	TV expert person	480,00 € day
9.3	Assistant person	250,00 € day
10	DVD production	
10.1	Compression	0,05 € min
10.2	Authoring/programming person	350,00 € day
11	BLU-RAY production	
11.1	Compression	0,50 € min
11.2	Authoring/programming person	350,00 € day
12	Supplies	
12.1	DVC Pro cassette	17,00 € unit
12.2	DVCam cassette	17,00 € unit
12.3	XDCam cassette	25,00 € unit
12.4	MiniDV cassette	14,00 € unit
12.5	Beta SP cassette /Digitbeta	30,00 € unit
12.6	MPEG2 file /MPEG 1/ AVI	10,00 € unit
12.7	MPEG4 file /AVI	10,00 € unit
12.8	DVD video	1,00 € unit
12.9	DVD Rom	1,00 € unit
12.10	DVD Blu-Ray	5,00 € unit
12.11	Creation of a glass master for 500 copies of a DVD	200,00 € unit
13	DVD	
13.1	Duplication: COPIES and TRANSCODING	
13.2	COPIES > Digital SP Betacam	
13.3	15'	25,00 € copy
13.4	30'	30,00 €
13.5	60'	35,00 €
13.6	COPIES > DVC Pro	
13.5	15'	22,00 € copy
13.6	30'	28,00 €
13.7	60'	32,00 €
13.8	DVD COPIES	
13.9	1 - 250	1,50 € DVD
13.10	250 - 500	1,30 € DVD
13.11	500 +	0,70 € DVD



Tender SANCO/2009/A1/005 LOT 3 Audiovisual services and media training

14	Media training		
	Flat-rate including all work connected to organising, preparing, giving (2 trainers present per session) and evaluating the training sessions.		
14.1	• Session of media training for 1 group of 8-10 participants in Brussels or Luxembourg – duration: 1 day	5.890,00 €	session
14.2	• Session of media training for 2 groups of 8-10 participants in Brussels or Luxembourg – duration: 1 day	9.550,00 €	session
14.3	• Session of media training for 3 groups of 8-10 participants in Brussels or Luxembourg – duration: 1 day	13.840,00 €	session
14.4	• Session of media training for 1 group of 8-10 participants in Brussels or Luxembourg – duration: 2 days	11.020,00 €	session
14.5	• Session of media training for 2 groups of 8-10 participants in Brussels or Luxembourg – duration: 2 days	19.545,00 €	session
14.6	• Session of media training for 3 groups of 8-10 participants in Brussels or Luxembourg – duration: 2 days	24.675,00 €	session


PD
072
M.



Tender SANCO/2009/A1/005 LOT 3 Audiovisual services and media training

6. Additional price list

Audiovisual	
STAFF	PER DAY
Director	400 €
Motion designer	550 €
Equipment	
Video accessories (tripod)	15 €
Hand mike	10 €
Set of battery	20 €
Monitor	24 €
6" Betacam Digital cassette	18 €
12" Betacam Digital cassette	18 €
32" Betacam Digital cassette	23 €
64" Betacam Digital cassette	30 €
94" Betacam Digital cassette	33 €
IT	
STAFF	PER DAY
Information architect	400 €
User interface analyst	420 €
Web designer	450 €
Web editor/writer	350 €
Technical webmaster	380 €
Web graphics specialist	420 €
Junior webmaster	250 €
IT manager	480 €
Web developer	530 €
Analyst	550 €
Flash developer	520 €
Event	
STAFF	PER DAY
Event manager	480 €
Print	
STAFF	PER DAY
Production Manager	420 €
Assistant Production Manager	250 €
Prepress Manager	400 €
Assistant Prepress Manager	250 €
Chief Editor	380 €
Senior Editor	380 €
Documentalist	350 €
Art Director	500 €
Senior Graphic Designer	450 €
Junior Graphic Designer	300 €
Desktop Publisher	330 €

Handwritten signature and initials:
B, PO, MC, MA.

ANNEX IV

Request for service FORM (*Template*) No :

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

Requesting (Commission/Agency)	serviceName of Lot
-----------------------------------	--------------------

Request Form ID	
Framework Contract N°	

To	Company: [REDACTED]	Phone n°: [REDACTED]
	Contact person: [REDACTED]	FAX n°: [REDACTED]

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

From	DG SANCO/ ECDC/PHEA	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 <i>Company seal</i>

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.

[Handwritten marks: a large 'A' and 'S' with a checkmark, and a signature 'M']

ANNEX V

SPECIFIC CONTRACT No [template] implementing Framework Contract No ...

[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 [name in full, function, department],

[The Executive Agency for Health and Consumers (hereinafter referred to as "the Agency"), 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 legal form]¹

[statutory registration number]²

[official address in full]

[VAT registration number]

(hereinafter referred to as "the Contractor"³), [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 [the Agency] 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 tasks specified in Annex I]

ARTICLE III.2: DURATION

¹ Delete if contractor is a natural person or a body governed by public law.

² Delete if contractor is a body governed by public law. For natural persons, indicate the number of their identity card or, failing that, of their passport or equivalent.

³ In the case of a joint offer and provided the invitation to tender so specifies, the following clause should be added below the identification of the parties: "The parties identified above and hereinafter collectively referred to as 'the Contractor' shall be jointly and severally liable vis-à-vis the Commission for the performance of this contract".

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 [the Agency] under this specific contract shall be EUR [amount in figures and in words] covering all tasks executed.

III.3.2 In addition to the price [no reimbursable costs are foreseen] [costs up to an amount of EUR ... will be reimbursed according to the provisions of the Framework contract]

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

ARTICLE III.4: ANNEXE[S]

Annex A – Technical annex

Annex B – Contractor's offer

SIGNATURES

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

For the Commission,[the Agency]
[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]

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

<i>European Commission / Agency Directorate-General [complete] [Directorate [complete]] [Unit [complete]] [Postcode and city]</i>		<i>Mr/Mrs/Ms [complete] [Function] [Company name] [Official address in full]</i>	
<i>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".]</i>			
<i>Description of the services</i>	<i>Quantity</i>	<i>Price</i>	
TOTAL PRICE		_____	
<i>[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]</i>			
<i>[The duration of the tasks shall not exceed complete].</i> <i>[Execution of the tasks shall start from [the date of Contractor's signature of this order form] [complete date].]</i>	<i>Other details:</i>		

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

to
B M.

For the Commission [the Agency],
[forename/surname/function]

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

signature[s]: _____

signature[s]: _____

Done at [Brussels], [date]

Done at [Brussels], [date]

4

S

M.

ANNEX VII

Reimbursement of travel expenses

Travel and subsistence expenses will be reimbursed in euros.

Train

Transport costs are reimbursed on the basis of a first class ticket, by the shortest route in terms of cost/effectiveness.

Costs are reimbursed on presentation of supporting documents.

Air

Air travel is in economy class or equivalent, at the lowest available rates at the time of reservation.

Costs are reimbursed on presentation of supporting documents.

Car

In the event of the use of the Contractor's vehicle, reimbursement is on the basis of a €0.42, non-revisable allowance per kilometre.

Car rental: costs are reimbursed on presentation of an invoice.

Taxis: reimbursement on presentation of invoices only when large amounts of luggage are involved.

Accommodation

The limit on hotel expenses is €120 a night. If this limit is exceeded in exceptional circumstances, proper justification must be provided. Costs are reimbursed on presentation of supporting documents.

Per diem allowance

The per diem allowance is a fixed, non-revisable amount of €90 and is paid on an individual basis. It covers breakfast, two main meals and any other personal expenditure. No allowance is due for journeys to places that are less than 50 km (one-way) from the Contractor's place of origin (by public transport).

The allowance is not paid for journeys of six hours or less.

The allowance is calculated in accordance with the following table:

More than 6 hours but no more than 12 hours	0.5
More than 12 hours but no more than 30 hours	1
More than 30 hours but no more than 36 hours	1.5
More than 36 hours but no more than 54 hours	2
More than 54 hours but no more than 60 hours	2.5
More than 60 hours but no more than 78 hours	3
Etc.	

ANNEX VIII
Financial identification form

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

SIGNALETIQUE FINANCIER

BELGIQUE

TITULAIRE DU COMPTE BANCAIRE

NOM E MAKI NA BELGI QUE SA

ADRESSE RUE DE MIDDELBOURG 64A

COMMUNE/VILLE BRUXELLES CODE POSTAL 1170

CONTACT ANNICK TRIFFAUX

TELEPHONE 024004000 TELEFAX 024004001

E - MAIL ATR@EMAKINA.COM

NUMERO TVA BE0463478965

BANQUE

NOM DE LA BANQUE ING BANQUE SA

BUSINESS BRANCH HIPPODROME

ADRESSE CHAUSSEE DE LA HULPE 130

COMMUNE/VILLE BRUXELLES CODE POSTAL 1000

COMPTE BANCAIRE 310 - 1270495 - 75

IBAN BE 05 3101 2704 9575 BIC BBRUBEBB

REMARQUES :

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

Leen Wouters
Account Officer
ING
Business Branch Hippodrome
chée de la Hulpe 130 b23
1000 BRUXELLES
1000 Bruxelles, 18 Mars 2009
Tél 02/674.26.10 - Fax 02/674.26.11
e-mail: hippo.businessbranch@ing.be

DATE + SIGNATURE DU TITULAIRE DU COMPTE :
(Obligatoire)

Denis Steisel Administrateur

1170 Bruxelles, 18 MARS 2009

SIGNALETIQUE FINANCIER

BELGIQUE

TITULAIRE DU COMPTE BANCAIRE

NOM **EYECONEsprl**

ADRESSE **Avenue du Diamant 95**

COMMUNE/VILLE **BRUXELLES** CODE POSTAL **1030**

CONTACT **Paul-Michel Ledoux**

TELEPHONE **027328785** TELEFAX **027326448**

E - MAIL **pmledoux@eyecone.com**

NUMERO TVA **BE 0476312758**

BANQUE

NOM DE LA BANQUE **ING**

ADRESSE **93c Rue Archimède**

COMMUNE/VILLE **BRUXELLES** CODE POSTAL **1000**

COMPTE BANCAIRE **310 1475970 07**

IBAN **BE743101 4759 7007**

REMARQUES :

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


ING Belgique SA
Agence Brux-Arnborix
rue Archimède, 93c
1000 BRUXELLES
bru.arnborix@ing.be
Tél 02/738.02.10 Fax 02/738.02.18

Marie-Cécile Paulus
Chargée de Clientèle

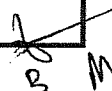
1000 Bruxelles, 18 Mars 2009

DATE + SIGNATURE DU TITULAIRE DU COMPTE : (Obligatoire)

Paul Michel Ledoux


18/03/09

1170 Bruxelles, 18 MARS 2009



SIGNALÉTIQUE FINANCIER

BELGIQUE

TITULAIRE DU COMPTE BANCAIRE

NOM V I R T U A L C O M M U N I C A T I O N A G E N C Y

ADRESSE S T E E N W E G O P B R U S S E L 2 1 3

COMMUNE/VILLE V E M M E L 1 7 8 0

CONTACT L U C M A L C O R P S

TELEPHONE + 3 2 2 4 5 1 0 0 0 2

E - M A I L L U C . M A L C O R P S @ O U T S O U R C E . B E

NUMERO TVA B E 0 4 5 4 7 5 6 4 8 7

BANQUE

NOM DE LA BANQUE I N G B A N K H A L L E - S I N T R O C H U S

ADRESSE J O S E P H P E T R E S T R A A T 3 1

COMMUNE/VILLE H A L L E 1 5 0 0

COMPTE BANCAIRE 3 1 0 0 1 4 6 8 6 8 9 6

IBAN B E 6 5 3 1 0 0 1 4 6 8 6 8 9 6

REMARQUES :

CACHET de la BANQUE + SIGNATURE du REPRESENTANT
DE LA BANQUE (Les deux obligatoires)ING België NV
Kantoor Halle-Sint-Rochus
J. Petrestraat, 31
1500 HALLE
halle.st-rochus@ing.be
Tel: 02/362.04.80 Fax: 02/362.04.88Anja Brisaert
Sparen & Beleggen

1000 Bruxelles, 31 Mars 2009

DATE + SIGNATURE DU TITULAIRE DU COMPTE :
(Obligatoire)

1170 Bruxelles, 31 MARS 2009

