

CALL FOR TENDER No. EDPS/2014/S/01

**Video production for the European Data Protection Supervisor
TENDER SPECIFICATIONS**

1. Title of contract

Video production for the European Data Protection Supervisor

2. Purpose and context of the contract

2.1 The European Data Protection Supervisor

The European Data Protection Supervisor (hereafter "EDPS") is an independent supervisory authority devoted to protecting personal data and privacy and promoting good practice in the EU institutions and bodies. He does so by:

- monitoring the EU administration's processing of personal data;
- advising on policies and legislation that affect privacy; and
- cooperating with similar authorities to ensure consistent data protection.

2.2 Rationale of the service

The aim of the service is to produce video messages and corporate videos for the EDPS in relation with specific events, such as conferences, meetings, open days and promotion of activities. This will be of subsequent benefit to the EDPS visibility as part of its overall communication strategy.

3. Subject of contract

The EDPS intends to conclude a service contract for video recording for a duration of 24 months from the date of its entry into force.

3.1 Specific objective and tasks of the assignment

The EDPS is seeking assistance in producing and recording video messages and corporate videos for the EDPS on a regular basis.

The contractor is expected to fulfil the following requirements:

1. Producing video messages: The audio-visual provider takes care of the video production process from the preparation to the delivery of the final product, in cooperation with the EDPS Information and Communication Sector. This includes every step of the video production, such as briefing, booking and providing broadcast equipment, providing qualified professionals, preparing the calendar of the shooting and the technical needs for the shooting, editing of the footage, post production, export and delivery of the final product.

2. Producing corporate videos: The audio-visual provider takes care of the video production process from the preparation of the shooting to the delivery of the final product, in cooperation with the EDPS Information and Communication Sector. This includes every step of the video production, such as drafting of the script, booking and providing broadcast equipment, providing qualified professionals, preparing the calendar of the shooting and the technical needs, contacts with actors, musicians, editing of the footage, post production, sound mixing, export and delivery of the final product.

3.2 Expected output

The contractor will provide the audio-visual product of broadcasting quality, in the requested format (such as .flv, .mpeg2, .mp4, etc), making it possible to broadcast it on the Internet. If requested, he will also deliver DVD copies.

The EDPS Information and Communication Sector will define a deadline for the final version of the video and the delivery. The rest of the schedule for the video production is prepared in cooperation with the audio-visual provider.

Final version of the product must be delivered to the EDPS Information and Communication Sector via FTP or in the form of a DVD in accordance with the deadline agreed in advance.

Type of videos:

Type A - length: 5 minutes maximum with important production work and editing (type video clip)

Type B - length: 5 to 10 minutes maximum; covering an event, conference or presentation with work of building and mounting medium (type reportage)

Type C - length: 10 to 15 minutes maximum; type static interview, reading text on prompter with production work and light fixture.

Number of videos

10 maximum of which:

- 4 videos type A
- 6 videos type B
- 4 videos type C

The contractor will receive a request for each video production from the EDPS Information and Communication Sector, including the calendar and the technical needs for the shooting.

- Timing:

- Video Type A: Request (D¹) - Recording (D + 10D) - product delivery (D + 20D)
- Video Type B: Request (D) - Recording (D + 5D) - product delivery (D + 10D)
- Video Type C: Request (D) - Recording (D + 2D) - product delivery (D + 3D)

- Language: English (with possibility of subtitling in the same language in case of 'no sound'). French or German could be used.

3.3 Place of performance of the contract

The tasks will be performed in Brussels.

¹ D = Day

4. Volume of the contract

The total estimated budget **cannot exceed 46,000 Euros** (forty six thousand Euros) for 24 months, covering all tasks executed and including all costs.

5. Price

- The tenderer recognises that the EDPS is, pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union annexed to the Treaty of 8 April 1965 establishing a Single Council and a Single Commission of the European Communities, exempt from all taxes and duties, including value added tax (VAT); such charges may not therefore be included in the calculation of the price quoted for the provision of services. The tender price must exclude VAT, with amounts expressed in euros and eurocents.

- It is formally understood that the tenderer has included in his prices all expenses, whether direct or incidental, related to studies, on-site visits and inspections that, even if not explicitly mentioned, are essential in order to comply with the technical specifications and with all legal obligations. In submitting a tender, the tenderer acknowledges that he is aware of the work site and environment, the working conditions and any related risks and restrictions.

- Prices are binding for all services carried out and are not subject to revision during the duration of the contract.

- Costs incurred in preparing and submitting tenders shall be borne by the tenderers and cannot be reimbursed.

6. Terms of payment

Payments shall be made upon delivery of the video requested, within 30 calendar days upon receipt by the EDPS of an invoice and after approval of the EDPS Information and Communication Sector of the video delivered by the Contractor.

7. Contractual terms

The Contract consists of a purchase order and annexed General Conditions. In the event of conflicting interpretations, the purchase order shall take precedence over the General Conditions.

8. Exclusion criteria

1. Exclusion from participation in the negotiated procedure

Tenderers must provide a declaration on their honour, duly signed and dated, stating that they are not in any of the situations described hereafter.

Tenderers will be disqualified from taking part in the negotiated procedure if they:

(a) are bankrupt or being wound up, are having their affairs being 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) have been convicted of an offence concerning their professional conduct by a judgment which has the force of *res judicata*;

(c) have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;

(d) 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) 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) are currently subject to an administrative penalty imposed by the contracting authority as a consequence of having been declared guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in a procurement procedure or as a consequence of having been declared to be in serious breach of their obligations under contracts covered by the Communities' budget.

2. Exclusion from award of the contract

Tenderers must provide a declaration on **their honour, duly signed and dated**, stating that they are not in any of the situations described hereafter.

A contract shall not be awarded to tenderers who, during the negotiated procedure for this contract:

(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 negotiated procedure or fail to supply this information;

(c) find themselves in one of the situations of exclusion from participation in the negotiated procedure.

3. Declaration that there are no conflicts of interest

Tenderers should declare that they:

- do not have any conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinities, family or emotional ties, or any other relevant connection or shared interest;
- will inform the contracting authority, without delay, of any situation constituting a conflict of interest or which could give rise to a conflict of interest;
- have not made and will not make any offer of any type whatsoever from which an advantage can be derived under the contract;
- have not granted and will not grant, have not sought and will not seek, have not attempted and will not attempt to obtain, and have not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to the award of the contract.

The EDPS reserves the right to check the above information.

Evidence: **A single declaration of honour and absence of conflict of interest is sufficient.**
The model of declaration of honour is attached as Annex 1.

9. Selection criteria

Tenderers must have the technical, professional, economic and financial capacity to perform the contract.

9.1. Proof of legal status

To verify their status and legal capacity, the tenderers shall fill in and sign the documents to be submitted with the offer:

- Annex 4 "Legal Entity" accompanied by supporting documents (for example, the Belgian Certificate of registration, ...) to identify the company and a copy of the VAT registration if the VAT number is not on the copy of the document.

9.2. Economic and financial capacity

By submitting an offer, the tenderer certifies that it has the economic capacity to carry out the work.

However the EDPS reserves the right to ask for evidence of economic and financial capacity.

If requested, proof of economic and financial capacity may be furnished by one of the following documents:

- Appropriate statements from banks or evidence of insurance;
- Presentation of the audited annual accounts, if any, of the two previous fiscal years, where publication of balance sheets is required under the company law of the country in which the economic operator is established;
- Statement of overall turnover and turnover in respect of the services to which the contract relates for the previous three financial years.

If for some exceptional reason which the contracting authority considers justified, the tenderer is not able to provide the references requested, it may prove his economic and financial capacity by any means which the contracting authority considers appropriate.

An economic operator may, where appropriate, rely on the capacities of other entities, regardless of the legal relationship between itself and these entities. In this case, he must prove to the contracting authority that it will have the means necessary to perform the contract.

9.3. Technical and professional capacity

Tenderers shall submit a proof of their technical and professional capacity, based on their experience in video production of type A, B and C during the last three years (2011-2012-2013).

9.4. Consequences of the lack of documentary evidence

The total or partial absence of documents proving the status of the tenderer, its legal, technical, professional, economic and financial capacity required by the contracting authority, may lead to exclusion of the tenderer.

All consortium members or grouping will individually provide these documents.

10. Award criteria

The contract is awarded to the tender with the best price-quality ratio, taking into account criteria justified by the subject of the contract.

The quality and price evaluation will only take place when the tender has been judged to comply with the administrative requirements.

1 Qualitative evaluation of the tender

The quality value of the technical tender shall be evaluated on the basis of 100 points (maximum).

Tenderers who do not achieve the minimum 60 points out of 100 shall be rejected and therefore shall not be taken into consideration for the subsequent financial evaluation.

The evaluation will be carried out according to the criteria below, which the tenderer shall describe in the tender.

AWARD CRITERIA	Maximum number of points
1. Clarity of the tender: good presentation facilitates reading and evaluation of the tender	10 points
2. Technical experience	90 points, split as follows:
a) Experience in video production for video type A, B and C	60 points
b) Availability and capacity to deliver on time (see paragraph 3.2)	30 points
TOTAL (Minimum points required: 60 points)	100 points

The sum of all criteria gives a total of 100 points. The qualitative award criteria points will be weighted at 70% in relation to the price.

2 Financial evaluation of the tender:

The offers exceeding the maximum price set in point 4 will be excluded. The cheapest offer will receive the maximum points and the rest of the candidate offers will be awarded points in relation to the best offer as follows

$$PP = (PC / PB) \times 100$$

Where;

PP = Weighted price points

PC = Cheapest bid price received

PB = Bid price being evaluated

3 Award of the contract:

The contract will be awarded to the offer which offers the best value for money, that is which obtains the highest number of points after the final evaluation on the basis of the ratio between the quality criteria (70%) and the price (30%). The following formula will be used:

$$TWP = (QP \times 0.7) + (PP \times 0.3)$$

Where;

QP = Qualitative points

PP = Weighted price points

TWP = Total weighted points score

11. Content and presentation of tenders

The offer must:

- be dated, bear the company stamp and be signed by the tenderer or his duly authorised representative;

- *be precise, concise, complete and perfectly legible* such as to avoid any possible doubt as to the words and figures. These answers constitute the components to be evaluated by the contracting authority for the purpose of awarding the contract and, therefore, represent essential data. Incomplete or illegible answers may lead to the tender being excluded;

The tender shall be made up of all of the items listed below.

Annex 1 - Honour and conflict of interest declaration

Declaration on conflict of interests, based on the model attached to the tender specifications, duly completed and signed.

Annex 2 - Technical tender

Annex 3 - Financial tender (price)

Annex 4 - Legal entity form (duly completed, dated and signed by the tenderer) to be submitted together with the supporting documents requested in the form itself;

Annex 5 - Bank details form (duly completed, dated and signed by the tenderer, stamped and signed by the bank) to be submitted together with the supporting documents requested in the form itself.

12. Submission of tenders

The tender shall be submitted to the functional mailbox:

EDPS-CallForTenders@edps.europa.eu

by 31 July 2014 at 12.00 noon.

13. Technical clarifications shall be addressed to the Head of the EDPS Information and Communication Sector:

Olivier.Rossignol@edps.europa.eu

14. Debts and claims

The debts and claims on the European Data Protection Supervisor are non-transferable.

15. Applicable law

The Contract shall be governed by Union law, complemented, where applicable, by the national substantive law of Belgium.

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.