



EUROPEAN DATA PROTECTION SUPERVISOR

CALL FOR TENDER No. EDPS/2016/S/01

Video production for the European Data Protection Supervisor

TENDER SPECIFICATIONS

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Title of contract

Video production for the European Data Protection Supervisor

1. 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. As part of the EDPS' overall communication strategy, these videos help to raise awareness about the fundamental rights to data protection and privacy in the EU and also have an associated benefit of helping to increase the EDPS' visibility.

Currently, audio-visual services usually need to be provided for the following major items on the EDPS yearly agenda:

- Data Protection Day which is celebrated each year on 28 January
Several important Data Protection Day events either organised by or attended by the EDPS on EDPS premises or elsewhere in Brussels
- EU Open Day which is celebrated each year in May in Brussels
- 3 workshops for the Ethics Advisory Group, either at the EDPS or in a European Parliament building nearby
- Between 1 to 3 conference events focused on specific themes of relevance to the EDPS agenda, either at the EDPS, a European Parliament building nearby or in neighbouring countries
- Other relevant services such as corporate and promotional videos, interviews and coverage of EDPS activities (potentially 2-3)

2. 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. The contract could be renewed automatically up to two times, for a maximum period of 12 months, in other words, a maximum total duration of 48 months including the two extensions.

2.1 Specific objective and tasks of the assignment

The EDPS seeks an audio-visual provider to assist in the regular production and recording of video messages and corporate videos for the EDPS.

The contractor is expected to fulfil the following requirements:

Producing video messages & corporate videos:

- The audio-visual provider will take care of the video production process from pre-production, production and post-production.
- This includes booking and providing broadcast equipment, providing qualified professionals, outline of creative treatment (script proposal etc.) if required, preparing a calendar for filming and the technical needs including sound and lighting for the shoot, editing of the footage, post production, export and delivery of the final product.
- The provider will work closely with the EDPS Information and Communication Sector who will brief the provider of EDPS needs and requirements.

2.2 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, she will also deliver DVD copies.

The EDPS Information and Communication Sector will define a deadline for the final version of the video and its delivery, to be taken into account in the production schedules for each video prepared by 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:

The types of video per year will vary according to EDPS needs. In general they will include reportage type videos containing coverage of an event, conference or presentation; video explaining a specific data protection subject which could require substantial creative input from the audio-visual provider in script development or script ideas for more traditional treatments for corporate videos. All will involve close cooperation and input from the EDPS Information and Communication team.

Video length will vary from up to 5 minutes to 3 hours, and exceptionally up to 1 day depending on video type.

There may be possible exceptions to this video type and/or length.

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

There may be possible urgent requests for next day filming and/or delivery of the final product and the audio-visual provider must be able to demonstrate a degree of flexibility in such instances.

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

Continuity of service:

The Contractor must ensure a consistently high level of quality of the services provided in terms of compliance with best professional practices and standards, quality of the technical equipment and of the deliverables, as well as flexibility and responsiveness, particularly in urgent cases.

2.3 Place of performance of the contract

The majority of tasks will be performed in Brussels, with occasional travel to neighbouring countries.

2.4 Work Process

The specific tasks to be performed will be subject to a written request for services from the Information and Communication Team of the EDPS via email. Unless otherwise specified in the request for services, the contractor will have 5 working days within which to submit a price offer on the basis of the financial offer attached to the service contract. The contractor must be aware that circumstances may sometimes arise where an estimate has to be submitted more rapidly.

Once the price offer is approved by the Information and Communication Team, a purchase order will be drawn up and signed by the contracting authority (see annex 7).

3. Volume of the contract

The total estimated budget **cannot exceed 60,000 Euros** (sixty thousand Euros) for an initial period of 24 months and a maximum total duration of 48 months, covering all tasks executed and including all costs.

4. Technical Tender

Tenderers should include in their bid a technical tender detailing how they will perform the 3 types of videos listed below. These 3 types of videos will be used as the basis for comparison of the tenders:

- 1) Video Type A - final length of film 3 hours in total; coverage of an event, conference or presentation with 40 attendees at the EDPS premises (type reportage).
- 2) Video Type B - final length of film 10 minutes in total; coverage of an event, conference or presentation with 40 attendees at the EDPS premises (reportage highlights).
- 3) Video Type C - final length of film 5 minutes in total; thematic film about a specific data protection subject (information video).

All three videos will be in English. All videos will be broadcast online on the EDPS website. For video type A and B, consider that the meeting room will not be spacious, does not have natural light and that there will be some standard (not professional) office microphone system used at the meeting.

The technical tender should not include any of the documents referred to under the exclusion or selection criteria, nor should it refer to issues already covered by the exclusion and selection criteria.

The Technical tender must be filled in using the attached form in Annex 2, which must be duly signed and dated.

5. Financial Offer

- 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 indirect, related to video production services 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.

- The Financial Offer must be quoted using the attached form in Annex 3, which must be duly signed and dated.

1) Video Type A - the price offer should detail costs for filming (staff, camera(s) and audio-visual requirements), post-production, subtitling, graphics and copyright charges for music.

2) Video Type B - the price offer should detail costs for filming (staff, camera(s) and audio-visual requirements), post-production, subtitling, graphics and copyright charges for music.

3) Video Type C - the price offer(s) should detail costs for script development, filming (staff, camera(s) and audio-visual requirements), post-production, voice-over and actors, subtitling, graphics, copyright charges for music.

- Working hours will be calculated as follows:

1 day: a period of 8 consecutive hours;

1 half-day: a period of 4 consecutive hours

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 service contract and annexed General Conditions. In the event of conflicting interpretations, the service contract shall take precedence over the General Conditions.

8. Exclusion criteria

8.1. 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.

8.2. 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.

8.3. Declaration that there are no conflicts of interest

Tenderers should declare that they:

- a) 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;
- b) 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;

- c) have not made and will not make any offer of any type whatsoever from which an advantage can be derived under the contract;
- d) 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. Legal and regulatory capacity

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 must convincingly demonstrate that they have the ability to undertake the tasks requested by providing the following:

- Professional experience: proof of technical and professional capacity over the last 3 years (2013 2014 2015) in similar services according to the requirements in Tender specifications. Art. 3.

- Necessary human resources to perform the contract in line with best professional practice according to the requirements in Tender specifications. Art. 3.

- European and/or international experience would offer added value to your bid.

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.

10.1 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. Demonstration of creativity		
The ability of the tenderer to evaluate risks and propose relevant solutions to overcome them; creativity and innovative approach in the general method as well as when problems occur will be assessed.		10 points
2. Experience in video production (delivering several different types of video)		45 points
3. Availability and capacity to deliver on time (see paragraph 3.3)		
The tenderer must demonstrate that he/she has the necessary technical resources to perform the contract in line with best professional practice. The tenderer must explain how he/she will guarantee the availability of required profiles and the continuity of service through the duration of the framework contract.		45 points
TOTAL	(Minimum points required: 60 points)	100 points

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

10.2 Financial evaluation of the tender:

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

10.3 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

The offers exceeding the maximum price set in point 3 will be excluded.

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 - Financial Identification 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-Procurement@edps.europa.eu

by 2 September 2016 at 12.00 noon.

13. Technical clarifications

Shall be addressed to the Head of the EDPS Information and Communication Sector: EDPS-Procurement@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.