

ANNEX I TO THE INVITATION TO TENDER

TENDER SPECIFICATIONS

PROVISION OF PROFESSIONAL AUDIO, VIDEO AND PHOTOGRAPHIC EQUIPMENT AND ACCESSORIES, AND SERVICES RELATED TO THIS EQUIPMENT

INTERINSTITUTIONAL OPEN CALL FOR TENDERS

PO/2015-05/A4

Launched by the Audiovisual Services of the European Commission¹

¹ On behalf of the following institution/agency:

- Audiovisual Unit of the European Parliament;
- Secretariat-General of the Council of the European Union;
- Education, Audiovisual and Culture Executive Agency (EACEA);
- European Research Council Executive Agency (ERCEA);
- Fusion 4 Energy (F4E);
- European Aviation Safety Agency (EASA);
- European Chemicals Agency (ECHA);
- European Foundation for the Improvement of Living and Working Conditions (Eurofound);
- European Union Agency for Fundamental Rights (FRA).

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1. TITLE OF THE TENDER

Provision of professional audio, video and photographic equipment and accessories, and services related to this equipment (PO/2015-05/A4).

2. OBJECTIVE AND CONTEXT

The purpose of this interinstitutional framework contract is to provide to the participating EU institutions and agencies professional audio, video and photographic equipment and accessories, and services related to this equipment such as installation, commissioning, training and maintenance.

The European Parliament, the Council of the European Union and the European Commission (the lead contracting authority of this procedure) seek to illustrate EU policies, to help the media cover EU current affairs, and to disseminate and preserve Europe's audiovisual archives.

The Audiovisual Units of the three participating institutions provide the following audiovisual services:

- audiovisual coverage (including photographic) of the activities of the 3 participating institutions and production of thematic pictures on the main EU news topics;
- technical assistance to television and journalists;
- editing of reports on current affairs and on the diplomatic/ceremonial activities of the European Union by all appropriate means: online via the Audiovisual web portal
 - <http://audiovisual.europarl.europa.eu> (European Parliament)
 - <http://tvnewsroom.consilium.europa.eu/> (Council of the European Union)
 - <http://ec.europa.eu/avservices/> (European Commission)
- acquisition, analysis, preservation and dissemination of photographic material since the beginning of EU integration.

Information on the activities of the seven participating agencies can be found on the following websites:

- Education, Audiovisual and Culture Executive Agency (EACEA): <http://eacea.ec.europa.eu/>
- European Research Council Executive Agency (ERCEA): <http://erc.europa.eu/>
- European Joint Undertaking for ITER and the Development of Fusion Energy (Fusion for Energy – F4E): <http://fusionforenergy.europa.eu/>
- European Aviation Safety Agency (EASA): <https://www.easa.europa.eu/>
- European Chemicals Agency (ECHA): <http://echa.europa.eu/>

- European Foundation for the Improvement of Living and Working Conditions (Eurofound): <http://www.eurofound.europa.eu/>
- European Union Agency for Fundamental Rights (FRA): <http://fra.europa.eu/en>

3. SUBJECT OF THE CONTRACT

The purpose of this procurement procedure is to conclude a multiple framework contract with reopening of competition. It will be concluded on the same terms with three Contractors, without any declared or effective priority or ranking amongst them provided there is a sufficient number of economic operators which satisfy the selection criteria and/or a sufficient number of admissible bids that satisfy the award criteria.

This contract comprises one single and indivisible lot and covers the supply of the full range of professional equipment and accessories existing on the market and designed for use in the radio and TV broadcasting and photography sector, including appropriate software. The type of equipment required may vary with changes in the technical installations and working practices in line with the normal technological advances in the field. Tenderers must describe the measures they intend to apply in order to ensure that their working practices are in line with normal technological advances in the field.

Tenderers must be able to supply equipment and accessories from any manufacturer or distributor, and must describe the measures that will be applied in order to ensure that the prices offered are in line with the lowest prices on the market at any time. The burden of proof lies with the Contractor.

The items will be ordered in single units or in small quantities.

No guarantees can be given as to the number of orders that will be placed with each Contractor, nor as to the total value of the contract concluded with each Contractor.

3.1. Services required

The contract covers the following supplies and services:

- supply of audiovisual equipment (audio, video, photographic) and accessories;
- where relevant, the assembly of such equipment²;
- supply, in English and/or French, of the technical documentation relating to the assembly, operation (operating manuals) and maintenance of the equipment;
- after-sales service.

3.2. Delivery and assembly

The main places of delivery and installation will be in Belgium, at the premises of the European Commission in Brussels (Berlaymont building, 200 rue de la Loi, 1049 Brussels), the European Parliament (60, rue Wiertz, 1047 Bruxelles), and the Council of

² The expression "assembly" denotes services ancillary to the supplying of audiovisual equipment, i.e. putting the equipment in place, assembling it, testing it and putting it into service.

the European Union (175, rue de la Loi, 1048 Brussels). For the European Parliament, some deliveries may need to be made to 2, Allée du Printemps, 67000 Strasbourg, France.

Deliveries to the agencies:

- Education, Audiovisual and Culture Executive Agency (EACEA): Rue Colonel Bourg 135-139, 1140 Brussels
- European Research Council Executive Agency (ERCEA): Covent Garden - Place Charles Rogier 16, 1210 Brussels
- Fusion 4 Energy (F4E): Josep Pla 2 – Torres Diagonal Litoral B3, 08019 Barcelona, Spain
- European Aviation Safety Agency (EASA): Ottoplatz 1, 50649 Köln, Germany
- European Chemicals Agency (ECHA): Annankatu 18, 00120 Helsinki, Finland
- European Foundation for the Improvement of Living and Working Conditions (Eurofound): Wyattville Road – Loughlinstown, Dublin 18, Ireland
- European Union Agency for Fundamental Rights (FRA): Schwarzenbergplatz 11, 1040 Wien, Austria

Where appropriate, the parties will jointly agree on a timetable for the assembly of the equipment.

3.3. Guarantee and after-sales services

All items supplied must carry a full guarantee of at least two years.

Throughout the lifetime of the guarantee, the basic after-sales service, which must be included in the price of the audiovisual equipment, shall include, as a minimum:

- site visit by a qualified technician as soon as possible after notification of a problem by one of the requesting institutions/agencies (response time to be specified by the tenderer, availability to be seven days a week). The Contractor shall specify the measures that he/she proposes to take: timetable for the repair, replacement of the equipment where possible, temporary loan of equivalent equipment for the duration of the repair, etc.
- the costs of removing the defective equipment to the Contractor's after-sales depot and of returning it, after repair, to its place of use;
- the repair or replacement of faulty parts, including the related labour costs;
- any technical modification which the Contractor may deem necessary in order to ensure optimum operation of the audiovisual equipment, in particular, where technological advances are made or where manufacture of certain spare parts is discontinued.

Once the guarantee period has expired, corrective maintenance will be provided by the services of the concerned institution/agency.

3.4. General remarks

It must be possible to contact the Contractor at any given moment. Contact details to be provided in the table for Selection Criteria (Annex IV-A).

The Contractor assumes sole responsibility for employment of the staff necessary for the performance of this contract. In particular, he must ensure the staff against accidents at work and undertake to comply with relevant national laws on employment, social security and taxation, and the rules on health and safety (see the General Conditions in the draft contract, Annex II).

The Contractor will be liable for damage and accidents caused directly by him or his staff. To that end he will take out the necessary insurance cover. He also assumes sole liability for all accidents or injury incurred to himself or his staff (see the General Conditions in the draft contract, Annex II).

In addition, where applicable, the Contractor shall ensure that the EU institutions/agencies will obtain from the corresponding rights holders the necessary licences to use any software in accordance with Article I.10.1 of the Contract.

3.5. Reports

Not applicable.

4. SIZE OF THE CONTRACT

The maximum budget for this tender 11.473.000 EUR over four years, VAT excluded:

European Parliament	4 000 000 EUR
Council of the European Union	800 000 EUR
European Commission	6 000 000 EUR
Agencies:	673 000 EUR
EACEA	60.000
ECHA	240.000
F4E	160.000
FRA	30.000
EUROFOUND	33.000
EASA	50.000
ERCEA	100.000

Pursuant to Article 134(1)f and Article 134(3) of Commission delegated Regulation (EU) No 1268/2012 of 29.10.2012 on the rules of application of Regulation (EU) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the

general budget of the Union, the contracting authority may use a negotiated procedure for the award of new services which entail the repetition of similar services entrusted to the Contractor who was awarded the original contract. That procedure may be used only during the three years following conclusion of the original contract.

5. CONTRACTUAL FRAMEWORK

The supplies specified above will be the subject of a multiple framework contract with reopening of competition, concluded between the requesting institutions/agencies and the three tenderers to whom the contract is awarded. It will lay down the legal, financial, administrative and technical conditions applicable for its period of validity. A draft framework contract is attached in Annex II to the Invitation to Tender.

In drawing up his bid, the tenderer should bear in mind the provisions of this draft contract and, notably:

I.4 Payment arrangements and performance of the framework contract

II.14 Reporting and payments

The multiple framework contract will be concluded for a period of 48 months with effect from its date of entry into force. Unless otherwise stated, this contractual period and all other periods specified in the contract are calculated in calendar days.

During the contract period, the Contractor will not without the prior written approval of the Commission (the lead contracting authority), assign the rights and obligations arising out of the contract in whole or in part, nor subcontract any part of the contract. Even where the Commission authorises the Contractor to subcontract all or part of the work, he will, nonetheless, remain bound by his obligations under the contract. In any case the Contractor remains solely responsible for the performance of the contract.

Signing of the framework contract cannot be considered to constitute a commitment on the part of the requesting institutions/agencies to conclude order forms, and does not give rise to any right or legitimate expectation on the part of the Contractor.

The Commission is the lead institution for the public procurement procedure and acts as a single point of contact for potential tenderers throughout this procedure. After the signing of the contracts with the three selected tenderers, which the Commission does on behalf of the participating institutions and agencies, the procedure becomes decentralised at the level of each participating institution/agency. See under 5.1.

5.1. Reopening of competition

After signature of the contract, any institution/agency that forms part of this contract may submit a request for a price offer to the three selected suppliers (Contractors). Such a request will be sent simultaneously by e-mail to the three suppliers, who shall acknowledge receipt of the request by return e-mail within 48 hours.

The procedure to follow for submitting a price offer will be specified in each call for competition. In the event of failure to observe these procedures, the Contractor shall be considered to have waived participation in that specific competition.

If clarifications are required concerning the request, each of the suppliers may consult the requesting institution/agency by e-mail. The institution's/agency's reply, along with the initial question, will be sent simultaneously to all the suppliers. The awarding authority may set a new deadline for the submission of bids if the type of problem raised and its impact on the preparation of bids so justify.

The requesting institution/agency will place its order (using the template order form annexed to the contract) with the Contractor who has submitted the best specific bid on the basis of the award criteria specified in each request. On a case by case basis, the contract will either be awarded to the bid offering the best value for money or to the lowest bid.

6. SUBMISSION OF BIDS

The tenderer's bid must comprise:

- The Declaration of Honour concerning the exclusion criteria, duly signed and completed, using the form in Annex III.
- All documents relating to the selection criteria listed under point 10; for those documents, the tenderer will fill in the tables to be found in Annexes IV-A and IV-B.
- The technical tender, as specified under point 7, in line with the specifications under point 3.
- The financial offer (Theoretical Purchase), according to point 8, corresponding to all of the tender specifications, using the standard tables in Annex V, which must be filled in and signed by the tenderer.

7. TECHNICAL TENDER

Tenderers shall include in their tender a technical bid detailing how they will perform the tasks covered by the contract, in compliance with all requirements of the tender specifications.

In particular, the tenderer should provide details on the **quality of the proposed equipment**, notably regarding its performance and reliability (e.g. Mean Time Between Failure (MTBF)). For the purpose of establishing the quality of the offered products, he should, furthermore, submit available documentation, such as technical specifications, test results, independent performance reviews, etc.

Regarding the **quality of the services to be provided**, the tenderer should submit a detailed account of the after-sales support he is offering: duration of guarantees, response time for on-site technical assistance, arrangements regarding equipment repair and replacement. The tenderer should, furthermore, describe any in-house expertise, such as a trained engineer in specific product ranges, his access to detailed technical documentation from the OEM (Original Equipment Manufacturer), spare parts, etc.

Two offers from two different brands must be quoted for each item in the Theoretical Purchase. Additional options and accessories must not be offered beyond those required to meet the minimal specifications. Full details of the items proposed must be included; in particular, it must be clear which version of the equipment and accessories is offered.

In particular, tenderers shall detail delivery times for the equipment listed in the "Theoretical Purchase" (Annex V), and present estimated timetables for repairs, replacements, loans, and on-site visits by a qualified technician when so requested by one of the contracting authorities.

The technical bid should adhere to the same structure as the subject of the contract (See point 3).

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

The qualitative and financial evaluation of the tenders will be based on an indicative basket of 23 items in the Theoretical Purchase in Annex V to the invitation to tender, which could be acquired under the contract. The fact that a specific product appears in the basket does not involve any commitment on the part of the contracting authorities.

Tenderers must complete the model proposed and the unit price for all of the items in the Theoretical Purchase, **failing to do so will disqualify the tender.**

The technical bid will be assessed on the basis of the award criteria under point 11.

8. FINANCIAL OFFER

The financial offer must be quoted using the attached form in Annex V, which must be duly completed, signed, stamped and dated.

Tenderers should submit one original copy of their tender and one copy which is not bound. The tender must also be provided in pdf format on CD, DVD, or USB.

The tender must be accompanied by a dated cover letter signed by the tenderer, or by his duly authorised representative, declaring the tenderer's adherence to the terms of this invitation to tender and pledging to provide all the services proposed in his tender.

Prices are subject to the following rules:

- Prices must be quoted in euro.
- Prices must be all in-inclusive and include all costs and expenses directly and indirectly connected with the supplies and services covered by the framework contract.

Throughout the duration of the contract, prices proposed by the Contractors must be in line with market prices. The burden of proof lies with the Contractor.

In respect of the items listed in the Theoretical Purchase (Annex V), the prices proposed by the tenderer will be regarded as genuine offers and must be valid for the duration of 12 months from the date of the signature of the contract, should the tender be successful.

Additional equipment not already listed under the existing 9 categories of the Theoretical Purchase (Professional Television Cameras, Audio and Sound Processing, etc.) may also be purchased, following a reopening of competition between the three

selected suppliers. The prices proposed to the requesting institution/agency in response to requests for such bids must be in line with market prices.

- Prices must be quoted free of all taxes, duties and other charges, including VAT, as the EU institutions/agencies are exempt from all such duties and taxes under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union.

All costs incurred for the preparation and submission of the bid are to be borne by the tenderer and will not be reimbursed.

9. EXCLUSION CRITERIA

Bids from tenderers who do not meet the exclusion criteria referred to in Articles 106 and 107 of the Financial Regulation³ will not be assessed.

9.1. Declaration of honour and evidence

Tenderers will provide a declaration on their honour, duly signed and dated, stating that they are not in one of the exclusion situations, using the form provided in Annex III to the invitation to tender.

The tenderer to whom it is proposed to award the contract will provide, within a time-limit specified by the contracting authority and prior to the signature of the contract, the necessary evidence in support of his declaration.

These supporting documents must be valid on the date of the deadline for submission of tenders and, at all events, must have been issued within the 12 months preceding that date.

Depending on the national legislation of the country in which the tenderer is established, the necessary evidence shall relate to legal persons and/or 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.

If such proofs were already presented for the purpose of another procurement procedure and provided that they are not more than one year old starting from the issuing date and that they are still valid, the tenderer shall declare on his honour that the documentary evidence has already been provided in a previous procurement procedure and confirm that no changes in his situation have occurred.

9.2. Tenders submitted by consortia – Tenders involving subcontracting

In the case of tenders submitted by consortia or groups of service providers, all the economic operators involved in the tender must provide evidence that none of the exclusion criteria for participation in or award of the contract applies to them, by providing a declaration of honour, duly dated and signed (Annex III).

The tenderer to whom the contract is awarded must provide, within the time-limit specified by the awarding authority and prior to the signature of the contract, the

³ <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2012:298:0001:0096:EN:PDF>

evidence listed above, confirming the declaration of honour, for each member of the consortium or group of service providers.

In the case of tenders involving subcontracting, and when requested by the contracting authority, the tenderer shall submit a declaration on honour from the intended subcontractor that he is not in one of the situations referred to in Articles 106 and 107 of the Financial Regulation. In case of doubt on this declaration on the honour, the contracting authority shall request the evidence referred to in paragraphs 3 and 4 of Article 143 of the Rules of Application. Paragraph 5 of Article 143 shall apply, where appropriate.

10. SELECTION CRITERIA

10.1. Capacity of the tenderer

The tenderer must demonstrate sufficient economic, financial, technical and professional capacity to be able to perform the tasks as specified in point 3 of these specifications.

An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities to achieve the required level of economic, financial and technical capacity, regardless of the legal nature of the links that it has with them (subcontractor, parent company, third party). It must in that case prove to the contracting authority that it will have at its disposal the resources necessary for performance of the contract, for example, by producing an undertaking on the part of those entities to place those resources at its disposal (see Points 10.2 and 10.3 below).

If a third party provides the whole or a very large part of the financial capacity, the contracting authority may demand that that entity signs the contract or that it provides a joint and several first-call guarantee, should that tender be awarded the contract.

The tenderer must provide proof of his capacity by enclosing the following information and documents with his tender. The contracting authority may waive the obligation of a tenderer to submit the documentary evidence referred to in paragraph 10.1.a) to 10.1.c) if such evidence has already been submitted for the purposes of another procurement procedure and still complies with Point 10.1.

a) Legal capacity and bank details

The tenderer will provide a 'Legal Entity File (LEF)' and a 'Bank Account File (BAF)' duly completed and signed, with the necessary annexes. The forms to be used are available at the following addresses:

http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm

http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm

b) Financial and economic capacity

Evidence of financial and economic standing has to be provided by the following documents:

- balance sheets or extracts from balance sheets for the last three 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 economic operator is established;
- tables I and II in Annex IV-B duly completed, signed and dated, with all relevant data extracted from the balance sheets, in Euro. These tables must also be provided on CD/DVD/USB.

If, for some exceptional reason which the contracting authority considers justified, the tenderer is unable to provide the references requested by the contracting authority, he may prove his economic and financial capacity by any other means which the contracting authority considers appropriate (bank guarantee, evidence of professional risk indemnity insurance, etc.).

c) Technical and professional capacity

The tenderer must demonstrate convincingly that he has the ability to undertake the tasks requested, by complying with the following selection criteria.

– *Criterion 1:*

Proof of solid experience in the supply of professional audiovisual equipment and accessories (audio, video and photographic); as evidence, he must provide a list of similar supply contracts (minimum five, maximum 10) executed during the past three years, covering classes of equipment listed in the Theoretical Purchase (see Annex V to the invitation to tender), together with the following information: type of equipment supplied, dates and prices, beneficiaries, attestations of satisfactory execution);

– *Criterion 2:*

Proof of having at his disposal adequate and sufficient human and technical resources to provide the after-sales service throughout the equipment's warranty period according to the highest professional standards; as evidence, he must provide details of the resources available for this service. Such evidence shall include:

- a list of qualified technicians in relevant fields (AV technology) and with relevant experience, and/or a list of technical entities with such expertise – whether or not directly contracted by the tenderer – that are at his disposal, notably regarding quality control.
- a detailed description of the technical infrastructure – tools and facilities – at his disposal to perform the contract.

10.2. Additional requirements for joint offers

In the case of a tender submitted by a consortium, each member must provide evidence of his economic and financial standing (see point 10.1.b).

In addition, the following elements must also be provided in the offer:

- a document with the name of the company designated to represent the consortium, with the credentials of the person designated to sign the contract and/or to act as the point of contact with the Commission for the consortium;

- a document stating clearly the composition and constitution of the grouping or similar entity (company/temporary association/...), and the legal form their cooperation would take, should they be awarded the contract and if this change is necessary for proper performance of the contract;
- a letter signed by each member stating its commitment to execute the services in the tender, clearly indicating its role, qualifications and experience.

10.3. Additional requirements for tenders including subcontracting

In the case of a tender which includes subcontractors, the tenderer must provide evidence of the economic and financial standing (see point 10.1.b) of each subcontractor whose tasks represent more than 20% of the contract in value.

In addition, the following elements must also be provided in the offer:

- a document stating clearly the identity, roles, activities and responsibilities of the subcontractor(s) and specifying the volume/proportion of the tasks of (each of) the subcontractor(s), as well as a description of the quality control measures which will be applied to the tasks to be carried out by (each of) the subcontractor(s);
- a letter of intent by (each of) the subcontractor(s) stating their unambiguous undertaking to collaborate with the tenderer should he win the contract and the extent of the resources that he will put at the tenderer's disposal for the performance of the contract.

Otherwise, a document should be provided stating that the tenderer does not intend to subcontract and that he will inform the Commission of any change in this situation. The Commission reserves the right to judge if such a change would be acceptable.

Any tenderer with a professional conflict of interest that may affect the performance of the contract may be rejected on the basis of not fulfilling selection criteria for professional capacity.

11. AWARD CRITERIA

Bids from tenderers who do not satisfy the exclusion/selection criteria will not be considered for the award of the contract.

The contract will be awarded to the tender offering the best value for money on the basis of the quality and price:

1- Quality

- a) Quality of the proposed equipment: performance and reliability (e.g. Mean Time Between Failure (MTBF)), and available documentation (technical specifications, test results, independent performance reviews, etc.) (graded from 1 to 50 points)
- b) Quality of the services provided (graded from 1 to 50 points):
 - after-sales support: duration of guarantees, response time for on-site technical assistance, arrangements regarding equipment repair and replacement (30 points);

- in-house expertise: trained engineer in specific product range, access to detailed technical documentation from the OEM (Original Equipment Manufacturer), spare parts, etc. (20 points).

2- Price

11.1. Technical evaluation

The technical tender to be submitted as part of the bid (see point 7) will be assessed on the basis of Quality criteria a) and b).

The result of the technical evaluation is the sum of the number of points obtained as a result of the evaluation of each criterion. Only those bids which are awarded at least 60% for each criterion and a total score of at least 70 points will be considered for the award of the contract.

11.2. Financial evaluation

For the financial bid, the tenderer must use the 'Standard tables financial offer' in Annex V.

Any omission or amendment to the 'Standard tables financial offer' will cause the bid to be considered null and void.

For the purpose of evaluation and comparison of the financial offers, the Commission will use a reference price, Theoretical Purchase. See Annex V.

11.3. Award of the contract

The contract will be awarded to the tender achieving the highest score obtained by applying the following formula:

Score for tender X	=	Cheapest price	*40	+	total quality score (out of 100) for all criteria of tender X	*60
		Price of tender X			100	

12. ANNEX

I-A: Inventory list of main equipment in each Audiovisual Unit.