

**DIRECTORATE-GENERAL FOR COMMUNICATION**

**DIRECTORATE FOR MEDIA**

**EUROPEAN PARLIAMENT LIAISON OFFICE IN IRELAND**

## **SPECIFICATIONS**

### **INVITATION TO TENDER**

**Open procedure**

**Provision of sound files to Irish radio stations on developments during European Parliament's Plenary sessions and the production of occasional podcasts on European Parliament policy issues**

**COMM/AWD/2018/721**

## 1. INTRODUCTION

These specifications are an integral part of the documents drawn up for the invitation to tender for the contract referred to. The documents relating to the invitation to tender comprise:

- the contract notice;
- a letter of invitation to tender;
- conditions for submitting a tender ;
- specifications and the annexes thereto;
- and a model contract and the annexes thereto.

These specifications are supplemented by the following annexes, which are an integral part thereof (annexes are either included in this document or in a separate file):

Annex I: Price schedule

Annex II: The European Parliament's environmental policy

Annex III: Declaration on the tenderer's honour concerning the exclusion and the selection criteria

Annex IV: Financial identification form - supplier

Annex V: Information sheet concerning groups of economic operators

Annex VI: Declaration concerning subcontractors

Annex VII: Label to be affixed to the outer and inner envelopes when a tender is sent

Annex VIII: Case study

Annex IX: Consistent communication guidelines

## **PART I – GENERAL INFORMATION**

### **2. SUBJECT OF THE CONTRACT**

In accordance with the provisions of Regulation (EU, Euratom) No 966/2012 of the European Parliament (EP) and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the European Union, the European Parliament has decided to issue this invitation to tender for the provision of audio files to radio stations in Ireland reporting on the plenary sessions of the European Parliament in Brussels and Strasbourg.

### **3. DESCRIPTION, PURPOSE AND ESTIMATED VALUE OF THE CONTRACT**

#### **3.1. General description**

The European Parliament Liaison Office in Ireland (EPLO) requires a service for the provision of a number of services:

- (a) Production and distribution of audio clips on developments during plenary sessions of the European Parliament taking place in Strasbourg and/or Brussels.
- (b) Production and distribution of audio clips for a certain number, (up to a maximum of 5 per annum) for ad hoc high level visits of MEPs, the European Parliament President or European Parliament Committees to Ireland.
- (c) Production of sound files of interviews with relevant rapporteurs on legislative proposals to be specified from time to time by the European Parliament
- (d) Production and distribution of podcasts on selected topics to be specified by the European Parliament.
- (e) To monitor and report on uptake of services by Irish radio stations and digital online channels
- (f) To monitor and report on listenership of podcasts and use by other online channels

The raw audio will be made available for download free of charge from a specific website to be established and operated by the successful tenderer and which will be accessible by all radio stations in Ireland. The service aims to increase the broadcast of EP-related content on all Irish radio stations. The work will be carried out at all times in close cooperation with the EPLO. The winning tenderer will link the download website to any website specified by the European Parliament.

The winning tenderer will be required to attend the plenary session of the European Parliament in Brussels and/or Strasbourg and to attend various events in Ireland as required.

The winning tenderer will assign all rights to the website domain name free of charge to the EPLO immediately on signature of the contract.

The winning tenderer will supply all sound files to the EPLO and will assign copyright of all clips and items produced to the European Parliament.

The European Parliament plenary sessions in Strasbourg extend over 4 days and are held 12 times per annum. The plenary sessions held in Brussels are usually conducted over two days and there are usually 5 such session per annum. There are no sessions in August.

The interviews with rapporteurs following the final Committee vote on proposed legislative measures will be conducted by telephone except where it is feasible to do so during attendance at a plenary session in Brussels or Strasbourg.

The winning tenderer will also be required to deliver interim reports to the European Parliament on the progress of the contract highlighting especially the measures taken to distribute the files, the uptake by radio stations, the number of downloads of the files and an outline of the broadcasts achieved of sound files and of podcasts.

The European Parliament possesses up-to-date radio production and editing facilities at both its Brussels and Strasbourg locations. The successful tenderer will have access free of charge to these facilities in both locations according to the existing rules allowing access to these facilities. Reservations are to be made via the Booking Service of the Audiovisual Unit of the European Parliament. Further details of these facilities may be found at: <http://audiovisual.europarl.europa.eu/Page.aspx?id=38&menu=booking>

### **3.2. Context**

At national level, the European Parliament Liaison Offices (EPLO) are responsible for implementing the EP's information and communication strategy in the Member States. As part of the EP's Directorate-General for Communication (DG COMM), they help build the reputation of the European Union by showcasing its democratic legitimacy, embodied in the European Parliament.

#### **3.2.1. Mission of the Directorate-General for Communication**

*We build the reputation of the European Union, by showcasing its democratic legitimacy, which is embodied in the European Parliament.*

#### **European Parliament consistent communication**

The contractor should be aware that the institutional communication department of the EP developed a consistent communication strategy, which streamlines all institutional communication efforts in a consistent way (Annex IX).

All communication efforts undertaken by the European Parliament as an institution shall be as consistent as possible. This means that any communication must be rooted in the three pillars that determine the European Parliament's identity, in terms of both its narrative tone and visual style. The tenderer should, therefore, **take note of these three pillars** and ensure that they guide the conception of the offer and are fully embedded in its execution:

##### **(a) The European Parliament as wielder of democratic power and influence**

The European Parliament has two different, but equally important, sources of power:

**The formal power** such as the legislative and budgetary power as well as the power of scrutiny stems from the treaties.

**The informal power** - that is the informal influence exercised by the Institution - stems from the moral authority of the European Parliament. The European Parliament can influence the political landscape through various means, e.g. it can raise awareness by placing topics on the political, media and social agenda and debating them, by awarding prizes such as the Sakharov Prize for Freedom of Thought, etc.

##### **(b) The European Parliament as a young and open institution**

**It is open:** Democracy and debate are the foundations of the European Parliament. This means that as an institution it is willing, and indeed required by its very nature, to be open on all fronts. It is more than just a physical body; it is a forum where people get together to debate, compromise and work things out.

**It is young:** Most national parliaments in Europe have a long history and a strong democratic tradition and legitimacy that nobody will question. In contrast, the European Parliament is young and still developing its role and powers, a process that will take time. Its role is not always universally understood and embraced.

### **(c) The European Parliament as a power for and of the people of Europe.**

As the EU's single directly elected institution, the European Parliament and specifically its Members represent the citizens of the EU. Indeed, the citizens are at the starting point (elections) and the end point (legislation) of Parliament's work. Maintaining contact with the citizens is a core task for the European Parliament in a way that applies to no other EU institution. What differentiates it from national parliaments is that the European Parliament is the place where the diversity not only of different political factions but also of 28 Member States is heard and exchanged.

Together, the three pillars represent the elements that are unique to the European Parliament and distinguish it from other EU institutions, national actors and political bodies. They are omnipresent in every aspect of the Parliament's day-to-day work; either individually, in tandem or altogether.

### **3.2.2. European Parliament core communication principles**

#### **We plan all our communication through the OASIS framework**

We view all our communication output in the context of a wider campaign, i.e. what do we want to achieve and where does it fit in? We thus ensure that all our work links to a clear objective and that we can evaluate the impact of everything we do.

We consider campaigns to be any planned sequence of communications and interactions that uses a compelling narrative to deliver a defined and measurable outcome. OASIS (Objectives - Audience insight - Strategy/Idea - Implementation - Scoring/evaluation) is a series of steps that brings order and clarity to planning campaigns, which can sometimes be a complicated and challenging process. We therefore apply this framework rigorously to professionalise our approach to communication and to make the planning process simpler and easier to remember.

#### **We employ an audience driven approach to our communication**

The European Parliament communicates to a number of different audiences across 28 different national contexts. We thus strive to see things from the point of view of our audiences, and not our institution. This means that we must first have a clear idea of who our audience is (we never use the term “general audience”), what is important to them, how they consume media and what makes them tick. Knowledge of our audiences isn't based on personal opinion, but on robust data and intelligence.

We understand that building trust and creating real engagement is a process that takes time and dedication.

#### **We value distribution over production**

We never develop products without first having a clear distribution plan for them. Our budgetary focus is making sure we spread our messages, not on developing content for the sake of content.

## **We place data, intelligence and evaluation at the heart of our work**

A sound evidence based approach allows us to speak truth to power. We thus ensure that our work is based on audience insight and a data driven approach to how we define and evaluate our communication output. This means that we base our decisions on rigorous analysis of evidence, about audiences and channels as well as about the efficiency and impact of our work.

In practice this means that we research on our target groups to gain insight on their behaviour, what drives their engagement, their communication habits, etc. We collect data and evaluate the satisfaction of our interlocutors through feedback surveys. We monitor media coverage and social media engagement. We evaluate all our communication actions against the specific objectives established and always strive to improve cost-efficiency. We do not renew budget to recurring actions that have not been rigorously evaluated with satisfactory result. A selection of the data we collect is also fed into a system of Key Performance Indicators, which help visualize our over-all efficiency over time, and provides evidence for strategic decisions.

Above all, we always question what we do and how we do it; we seek to constantly improve our work and upgrade our output.

### **3.2.3. Our channels and communication techniques**

The Directorate-General for Communication pursues its mission (as set out in point 3.1) through five key channels or techniques, which help us engage with our target audience either directly or indirectly. For purposes of completeness the five are outlined below but of course media is of specific relevance to this contract.

#### **(a) Media**

Media are key opinion multipliers; they have an enormous impact on shaping people's worldviews and influencing their priorities. Supporting media with information, tools and facilities to encourage and help them cover the European Parliament is therefore a primary aspect of our work. We do so both centrally (in Brussels and Strasbourg) as well as locally (in Member States and regions, via the EPLOs). We understand that nurturing media relations is a long-term process that requires a proactive approach. We prioritise our time, efforts and resources by focusing on media with the greatest impact towards our target audiences.

#### **(b) Digital Communication**

Digital communication via online and social media channels represents one of the most efficient ways of engaging with people remotely. Social media is particularly important in terms of engaging with young audiences and monitoring their views and habits.

Smart use of digital communication allows us to reach very specific target groups across a wide range of countries at relatively low cost. We understand that digital communication evolves ceaselessly and thus requires us to adapt and innovate constantly. It also means we need accept some degree of loss of control.

In DG COMM, we engage on social media both through our central and national social media and online platforms.

#### **(c) Campaigns**

A campaign brings together all the tools and channels of the DG in a single focussed communication actions aimed at achieving a precise result: increasing awareness, call for a specific action, etc. All campaigns serve to underpin the broad mission of DG

COMM. They feature a mixture of own, paid and earned media and are planned following the OASIS framework to ensure clarity and efficiency.

Whereas centrally led campaigns may be steered by a specific unit or directorate, they are a cross-DG action supported by all required in-house tools and distribution channels.

#### **(d) Visitors offer & events**

The European Parliament's doors are always open to citizens, because it belongs to them. For this reason we don't just provide tours of the Institution, but have an extensive visitors offer, both centrally and in the Member States. We understand that while media and digital communication offer wide impact due to the size of their audience, it is direct interaction with the European Parliament (via our visitors offer or events) that provides the highest degree of intensity for our audience and the best qualitative contact.

We capitalise on this approach not only by offering our audiences a memorable "experience", but by maintaining contact with them after it's over. Our ultimate goal is to mobilise them as the European Parliament's ambassadors and - when the time comes - active promoters of the democratic power of citizens in the lead up to the elections.

#### **(e) Strategic engagement**

Engaging with stakeholders and other multipliers has a two-fold role:

- it helps us reach a wider audience by relying on partners and allies to help spread our messages further
- it ensures that our messages reach their final audience via a source they know and trust, thus providing them with greater credibility.

When done right, strategic engagement - undertaken both by central services and the EP Liaison Offices - doesn't just broaden our reach, it also helps build our reputation. Our key targets in this field are pro-European and institutional partners, civil society groups or networks and sectorial stakeholders.

For the purposes of this contract, the operational responsibility, in particular the definition of activities and daily contacts with the contractor, lies with the EPLO. The conclusion of contracts and payment of invoices are mainly handled by the EP's central services, located in Brussels.

### **3.3. Services to be provided by the contractor**

The contractor will be required to attend on request the following activities of the European Parliament and prepare and issue audio files to Irish radio stations containing reports on Parliament's vote sand activities and including interviews with Irish and where relevant other country's MEPs:

*A - Attendance at and preparation of audio reports on the Plenary Session of Parliament in Strasbourg*

There are 12 session held per annum in Strasbourg. They cover 4 days, Monday-Thursday. Plenary sessions feature debates on topics of concern to the EU, readings of legislation, voting on legislative proposals, presentations to individuals or groups, and on occasions, speeches by invited political and civil society leaders.

*B - Attendance at and preparation of audio reports on the Plenary Session of Parliament in Brussels*

The number of Brussels based plenary session can vary. A total of three are scheduled for 2018 and four are scheduled for 2019. The duration is two half days - an afternoon and the following morning.

Parliament's calendar for 2019 may be consulted at:  
<http://www.europarl.europa.eu/plenary/en/home.html>

*C - Special Events: Preparation of audio reports on visits to Ireland of Parliament's president or committee delegations.*

A maximum of five times per annum, the contractor may be required to attend special events in Ireland such as events connected with a visit by the President of the European Parliament or a study/work visit by a delegation of Parliament.

*D Production of Sound File based on an interview with the relevant rapporteur following Committee's final vote on a legislative measure*

All legislative measures considered by the European Parliament first undergo an analysis by a relevant committee of the Parliament. One rapporteur is assigned to guide consideration of the draft text through the Committee and the rapporteur assumes responsibility for its passage through the Committee process before it is placed on the agenda of the Parliament's plenary session for consideration. Most legislation sent to plenary is passed without further amendments on the Committee's recommendations. The contractor will be required to conduct interviews with the rapporteurs on certain legislative proposals that will be nominated by the EPLO and which will be made available as a sound file to radio stations and online channels in a similar way to the plenary session files.

*E - Production and distribution of podcasts of maximum 10 minutes duration on a specific topic to be nominated by the European Parliament.*

On occasions there will be a demand for more detailed information on a specific topic on the parliament's agenda. It is proposed to produce a podcast of maximum 10 minutes duration on the topic concerned that will outline the issues concerned, present the different views of Parliament and include comments by relevant members of Parliament and interested stakeholders where relevant. The podcast will be promoted to radio stations, online internet channels and be made available through the contractor's dedicated website and through appropriate channels.

*F. Preparation of an annual report on the conduct of the contract by the contractor.*

This report will outline among other details the number of audio files produced, the topics covered, number of MEPs interviewed (showing Irish and non-Irish), a breakdown of number of audio files per each Irish MEP, the number of files downloads by radio stations and online channels, details of those stations and channels, number of files broadcast, the audience reached etc. This report will be produced within one month of the end of each year of the contract. It is an inherent part of the service and any costs incurred by the contractor in producing the reports will be at the contractor's own expense.



### **3.4. Duration and maximum amount of the contract**

With the potential three renewals, the total duration of the contract shall be four years from the date of signature.

The total maximum value of the contract is two hundred and fifty thousand Euro (€250,000).

## **4. PARTICIPATION IN THE TENDER PROCEDURE**

Participation in this invitation-to-tender procedure is open on the same terms to all natural or legal persons and public entities in a European Union Member State and to all natural and legal persons and public entities of a third country which has concluded a specific public-procurement agreement with the European Union giving them access to the contract which is the subject of this invitation to tender and on the terms laid down by that agreement.

In order to ascertain the eligibility of tenderers, they must indicate in their tenders the country in which they have their registered office or in which they are domiciled. They must also submit the evidence required under their national law or other, equivalent proof enabling the European Parliament to check where they come from.

## **5. GROUPS OF ECONOMIC OPERATORS**

If the tender is submitted by a group of economic operators, Annex V must be completed and included with it.

Groups of economic operators may submit a tender. The European Parliament reserves the right to require the group selected to have a given legal form if this is necessary for the proper performance of the contract. This requirement may be communicated by the European Parliament at any time during the contract award procedure, but at all events before the contract is signed.

The group of economic operators shall provide proof of its legal form by the time the contract - if awarded to it - is signed. This may take one of the following forms:

- an entity with legal personality recognised by a Member State;
- an entity without legal personality but offering sufficient protection of the European Parliament's contractual interests (depending on the Member State concerned, this may be, for example, a consortium or a temporary partnership);
- the signature by all the partners of a type of 'power of attorney' or equivalent document confirming a form of cooperation.

The group's actual status shall be established by any document or agreement signed by the members of the group, which shall be appended to the tender.

Those documents or agreements may exceptionally be modified and/or submitted after the time limit for submission of a tender, but under no circumstances after the outcome of the invitation to tender has been communicated to the tenderers concerned. The European Parliament reserves the right to reject a tender if the terms of agreements between the members of a group are modified during the procedure, if those terms make no provision for the joint and several liability of the group's members or if no agreement with legal force has been submitted with the tender.

The European Parliament may accept other legal forms not referred to above, provided that they ensure the parties' joint and several liability and are compatible with performance of the contract. At all events, it should be noted that, in the contract to be signed with the group, the European Parliament will refer expressly to the existence of such joint and several liability. In addition, it reserves the right to require, contractually, the appointment of an authorised representative who may represent the members and who is empowered, inter alia, to issue invoices on behalf of the other members.

Tenders from groups of economic operators must specify the role, qualifications and experience of each of the members of the group. The tender shall be submitted jointly by the economic operators, who shall also assume joint and several liability for the tender submission.

In the case of a group of economic operators, each member shall furnish proof of right of access to the contract (eligibility), as well as proof concerning compliance with the exclusion and selection criteria. With regard to the selection criteria, the European Parliament may rely on the capacity of the other members of the group in order to establish whether the tenderer will have the resources needed to perform the contract. In this case an undertaking shall be required from those members stating that they will make available to the other members the resources needed to perform the contract.

## **6. SUBCONTRACTING**

Subcontracting is permitted.

If the tenderer uses subcontractors, Annex VI must be completed and included with the tender.

The tender shall give details, as far as possible, of that part of the contract which the tenderer proposes to subcontract and the identity of the subcontractors. During the contract award procedure or performance of the contract the European Parliament reserves the right to require tenderers to supply information about the financial, economic, technical and professional capacity of the proposed subcontractor(s). Likewise, the European Parliament may demand the requisite proof to establish whether the subcontractors comply with the requisite exclusion criteria. Tenderers are hereby informed that proposed subcontractors may not be in one of the situations described in Articles 106 and 107 of the Financial Regulation, which entail exclusion from participation in a contract issued by the European Union.

The European Parliament shall verify whether the envisaged subcontractors, when subcontracting represents a significant part of the contract, fulfil the relevant selection criteria.

The European Parliament is entitled to reject any subcontractor who does not comply with the exclusion and/or selection criteria (see points 13 and 14 respectively).

Furthermore, the European Parliament must be informed by the Contractor of any subsequent use of subcontracting not provided for in the tender. The authorising officer responsible reserves the right to accept or reject the proposed subcontractor. In order to do so he may demand the requisite proof to establish whether the subcontractor(s) complies/comply with the requisite criteria. The European Parliament's authorisation will always be granted in writing.

If the contract is awarded to a tenderer who proposes a subcontractor in his tender, this equates to giving consent for the subcontracting.

## **7. VARIANTS**

Variants are not permitted.

## **8. PRICES**

Prices shall be revised in accordance with the terms set out in the contract.

Pursuant to Article 3 of the Protocol on the privileges and immunities of the European Union, the price quotation shall be submitted excluding VAT and other equivalent indirect taxes.

The price quoted must be all-inclusive and expressed in euros, including for countries which are not part of the euro zone. For tenderers in those countries, the amount of the tender 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 the benefits deriving from any variation.

Expenses incurred by the contractor in relation to any aspect of providing the services will not be reimbursed by the European Parliament.

## **9. FINANCIAL GUARANTEES**

Not applicable.

## **10. ENVIRONMENTAL ASPECTS**

### The European Parliament's environmental policy

Tenderers shall undertake to comply with the environmental legislation in force in the field of the contract, should it be awarded to them. It should be noted in this connection that the European Parliament applies the EMAS environmental management system in accordance with Regulation (EC) No 1221/2009 of the European Parliament and of the Council of 25 November 2009. Information about EMAS is provided by the authorising department in Annex II to these specifications. The successful tenderer will be required to ensure that the information provided by the European Parliament on the EMAS programme in general, and more specifically on the implementation of environmental measures in practice, is known by all his staff working for the European Parliament. At the European Parliament's request the successful tenderer may be required to certify that anyone assigned to work under the contract has received the appropriate professional training required (technical, safety and environmental training) concerning compliance with safety rules and correct handling of the equipment and products to be used, including action to be taken in the event of incorrect handling or any other incidents.

Tenderers will put in place appropriate policies and methods to ensure proper respect of environmental considerations throughout all stages of the service provision, for instance regarding printing services, catering at events, provision of re-usable or one-way products and materials, or waste management. This includes appropriate measures for ensuring compliance by third-party service providers.

## **11. POLICY ON THE PROMOTION OF EQUAL OPPORTUNITIES**

Tenderers shall undertake to observe a policy on the promotion of equality and diversity in the performance of the contract, should it be awarded to them, by applying the principles of non-discrimination and equality set out in the Community Treaties in full and in their entirety. More particularly, the tenderer awarded the contract shall undertake to establish, maintain and promote an open and inclusive working environment which respects human dignity and the principles of equal opportunities, based on three main elements:

- equality between men and women;

- employment and integration of disabled persons;
- the removal of all obstacles to recruitment and all potential discrimination based on sex, race or ethnic origin, religion or convictions, disability, age or sexual orientation.

## **12. PERFORMANCE OF THE FRAMEWORK CONTRACT**

The framework contract is performed through order forms. The system is as follows:

### **12.1. Request for service and draft offer**

The specific tasks to be performed as part of the event will be subject to a written request from the EPLO to the contractor to provide one or more of the services the services outlined in section 5 from the EPLO. The place of service and the specific features will be defined for each task. Unless otherwise specified in the request for services, the contractor will have a maximum of 14 calendar days to confirm its availability to carry out the tasks.

### **12.2. Order form**

Following confirmation of availability by the contractor an order form will be drawn up and signed by the contracting authority using the amounts tendered by the contractor in Annex I. This signed order form represents acceptance of the offer and constitutes a contract. From this stage on, and depending on needs, preparatory or coordination meetings may be held between the EPLO and the contractor to organise the activity.

Following the signature of the order form, the contractor, via the event coordinator, must keep the EPLO informed of the state of progress during the preparatory phase of the event.

### **12.3. Final report and invoice**

After the performance of any of the services required by the Parliament, the contractor will submit the invoice for same together with a final report.

The report will provide a summary of the number of audio files produced, the topics covered, the names of MEPs that were included and referenced in the reports, the number of audio files utilised by radio stations or other channels or podcast uptake and placement up to and including the Sunday following each plenary session or special event.

## PART II – EXCLUSION, SELECTION AND AWARD CRITERIA

### 13. EXCLUSION CRITERIA

The full texts of Articles 106, 107 and 108 of the Financial Regulation on exclusion criteria and their application are available in the Official Journal of the European Union, N° L-286 published on 30<sup>th</sup> October 2015, pages 1-29.

Article 106 of the Financial Regulation (extracts): only sections 1, 4, 7 and 8 are reproduced hereafter.

1. The contracting authority shall exclude an economic operator from participating in procurement procedures governed by this Regulation where:
  - a) the economic operator is bankrupt, subject to insolvency or winding-up procedures, where its assets are being administered by a liquidator or by a court, where it is in an arrangement with creditors, where its business activities are suspended, or where it is in any analogous situation arising from a similar procedure provided for under national laws or regulations;
  - b) it has been established by a final judgment or a final administrative decision that the economic operator is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the law of the country in which it is established, with those of the country in which the contracting authority is located or those of the country of the performance of the contract;
  - c) it has been established by a final judgment or a final administrative decision that the economic operator is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the economic operator belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:
    - i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract;
    - ii) entering into agreement with other economic operators with the aim of distorting competition;
    - iii) violating intellectual property rights;
    - iv) attempting to influence the decision-making process of the contracting authority during the procurement procedure;
    - v) attempting to obtain confidential information that may confer upon it undue advantages in the procurement procedure;
  - d) it has been established by a final judgment that the economic operator is guilty of any of the following:
    - i) fraud, within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995;
    - ii) corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997, and in Article 2(1) of Council Framework Decision 2003/568/JHA, as well as corruption as defined in the law of the country where the contracting authority

is located, the country in which the economic operator is established or the country of the performance of the contract;

- iii) participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA;
  - iv) money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council;
  - v) terrorist-related offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision;
  - vi) child labour or other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;
- e) the economic operator has shown significant deficiencies in complying with main obligations in the performance of a contract financed by the budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by an authorising officer, OLAF or the Court of Auditors;
- f) it has been established by a final judgment or final administrative decision that the economic operator has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95.
4. The contracting authority shall also exclude the economic operator where a person who is a member of the administrative, management or supervisory body of that economic operator, or who has powers of representation, decision or control with regard to that economic operator, is in one or more of the situations referred to in points (c) to (f) of paragraph 1. The contracting authority shall also exclude the economic operator where a natural or legal person that assumes unlimited liability for the debts of that economic operator is in one or more of the situations referred to in point (a) or (b) of paragraph 1.
7. The contracting authority, (...), shall not exclude an economic operator from participating in a procurement procedure where:
- a) the economic operator has taken remedial measures specified in paragraph 8 of this Article, thus demonstrating its reliability. This point shall not apply in the case referred to in point (d) of paragraph 1 of this Article;
  - b) it is indispensable to ensure the continuity of service, for a limited duration and pending the adoption of remedial measures specified in paragraph 8 of Article 106;
  - c) such an exclusion would be disproportionate (...).

In addition, point (a) of paragraph 1 of this Article shall not apply in the case of the purchase of supplies on particularly advantageous terms from either a supplier which is definitively winding up its business activities or the liquidators in an insolvency procedure, an arrangement with creditors, or a similar procedure under national law.

8. The measures referred to in paragraph 7, which remedy the exclusion situation may include, in particular:
- a) measures to identify the origin of the situations giving rise to exclusion and concrete technical, organisational and personnel measures within the relevant business area of the economic operator, appropriate to correct the conduct and prevent its further occurrence;
  - b) proof that the economic operator has undertaken measures to compensate or redress the damage or harm caused to the Union's financial interests by the underlying facts giving rise to the exclusion situation;

- c) proof that the economic operator has paid or secured the payment of any fine imposed by the competent authority or of any taxes or social security contributions referred to in point (b) of paragraph 1.

Article 107 of the Financial Regulation (extracts): only sections 1 and 2 are reproduced hereafter.

### **Rejection from a given procurement procedure**

1. The contracting authority shall not award a contract for a given procurement procedure to an economic operator who:
  - a) is in an exclusion situation established in accordance with Article 106;
  - b) has misrepresented the information required as a condition for participating in the procedure or has failed to supply that information;
  - c) was previously involved in the preparation of procurement documents where this entails a distortion of competition that cannot be remedied otherwise.
2. Before taking a decision to reject an economic operator from a given procurement procedure, the contracting authority shall give the economic operator the opportunity to submit its observations, unless the rejection has been justified in accordance with point (a) of paragraph 1 by an exclusion decision taken with regard to the economic operator, following an examination of its observations.

The candidate/tenderer is invited to complete the Annex III where the exclusion criteria are mentioned.

### **Evaluation of the exclusion criteria**

1. All tenderers must submit the declaration on the tenderer's honour, duly dated and signed, which is set out in Annex III.
2. The tenderer to whom the contract is to be awarded will be required, within 14 calendar days of the date of notification of the provisional award of the contract and before the contract is signed, to supply the following documentary evidence:
  - a recent extract from the judicial record or, failing that, a recent equivalent document issued by a judicial or administrative authority in its country of establishment showing that the economic operator to whom the contract is to be awarded is not in one of the situations referred to in Article 106(1)(a), (c), (d) or (f) of the Financial Regulation; the same shall apply to persons listed in Article 106 (4) of the Financial Regulation;
  - a recent certificate issued by the competent authority of the State concerned proving that the tenderer is not in the situation referred to in Article 106(1)(a) and (b) of the Financial Regulation;
  - where the documents or certificates referred to above are not issued in the country concerned, and in respect of the other exclusion situations referred to in Article 106 of the Financial Regulation, they may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of establishment.
3. The tenderer to whom the contract is to be awarded shall be exempt from the requirement to submit the documentary evidence referred to in paragraph 2 in case of international organisations acting as tenderer, if the contracting authority can access documentary evidence on a national database free of charge or if such evidence has already been submitted to it for the purposes of another procurement procedure and provided that the issuing date of the documents does not exceed one year and they are still valid. In such cases, the tenderer shall attest on his honour that the supporting documents have already been provided in a previous procurement procedure, which he shall identify, and that no changes in its situation have occurred.

## **14. SELECTION CRITERIA**

### **14.1. Legal and regulatory capacity**

The tenderer is required to fulfil at least one of the following conditions:

- (a) be enrolled in a relevant professional or trade register, except for international organisations;
- (b) hold a particular authorisation proving that it is authorised to perform the contract in its country of establishment or be a member of a specific professional organisation.

### **14.2. Financial and economic capacity**

Tenderers shall have sufficient economic and financial resources to enable them to perform the contract in compliance with the contractual provisions, given the value and scope thereof. If, on the basis of the information supplied by the tenderer, the European Parliament has doubts about a tenderer's financial resources, or if these are insufficient for performance of the contract, the tender may be rejected without the tenderer being entitled to claim any financial compensation.

In respect of the contract which is the subject of this invitation to tender, the European Parliament furthermore requires tenderers to have a minimum financial and economic capacity, which will be assessed on the basis of the following information:

- minimum turnover of sixty two thousand five hundred euro (€62,500) in the area covered by the contract for each of the last two years for which accounts are closed;
- subscription to a professional risk indemnity insurance.

Financial and economic capacity will be assessed on the basis of the information included in the following documents, to be supplied by tenderers:

- Profit and loss account for the last two years or tax declaration for natural persons;
- Proof of professional risk indemnity insurance.

If the tenderer is unable to provide the references requested, he may prove his economic and financial capacity by any other document which the European Parliament considers appropriate.

The tenderer may also rely on the capacity of other entities, irrespective of the legal nature of the links between him and those entities. In that case, he must prove to the European Parliament that he will have the resources needed to perform the contract, for instance by providing an assurance of the undertaking by those entities to make them available to him. In that case the European Parliament is entitled to refuse the application or the tender submitted if it has doubts about the undertaking by the third party or about that party's financial capacity. Parliament may require the tenderer and those other entities to be jointly liable for performance of the contract.

On the same basis, a consortium of economic operators may rely on the capacity of members of the group or of other entities.

Tenderers may also rely on the economic capacities of one or more subcontractors in so far as they undertake to take part in the process of performing the contract. In such instances, the European Parliament will assess the capacities of the subcontractor(s) in the light of the extent to which the latter is/are involved in performing the contract.



### **14.3. Technical and professional capacity**

Tenderers must have sufficient technical and professional capacity to enable them to perform the contract in compliance with the contractual provisions, taking into account its value and scale. If, in the light of the information supplied by the tenderer, the European Parliament has doubts about a tenderer's technical and professional capacity, or if it is clearly insufficient for performance of the contract, the tender may be rejected without the tenderer being able to claim any financial compensation.

In respect of the contract which is the subject of this invitation to tender the European Parliament requires tenderers to have the following technical and professional capacity:

- The necessary professional competences to perform the services in question with at least three years' experience in services/deliveries similar to those required by the contract concerned.
- Evidence to be provided: a list of the principal services provided and supplies delivered in the past three years, with the sums, dates and clients, public or private.
- The team proposed for the provision of services should consist of at least a project leader and one project assistant. The project leader must have five years' proven experience in the field of news reporting; the other member(s) of the team will have at least three years' experience. The tenderer must be in a position to ensure that one person is always available to attend the plenary sessions of the European Parliament in Brussels and France. The person(s) proposed must have at least 3 years' experience in the field of conducting interviews on current and political affairs. The tenderer must have access to back-up personnel in the event of the non-availability of the principal person proposed for delivery of the service by the tenderer. All team members must have excellent written and spoken knowledge of the language(s) in which the EPLO operates.
- Evidence to be provided: The CVs of the project leader and team members appointed by the tenderer to carry out the services in question and a declaration indicating the annual average manpower and the number of managerial staff of the tenderer in the last three years.
- The tenderer must have sufficient technical support and expertise to ensure efficient operation and maintenance of the website that will be designated for download of the audio clips.
- Evidence to be provided: The tenderer should supply CVs of staff within his own organisation who will perform the technical tasks necessary to ensure efficient and smooth operation of the website

In case the composition of the successful tenderer's team changes subsequently, the tenderer is required to maintain the above minimum requirements at all times.

The tenderer or candidate may also rely on the capacity of other entities, irrespective of the legal nature of the links between himself and those entities. In that case, he must prove to the European Parliament that he will have the resources needed to perform the contract, for instance by providing a commitment by those entities to that effect. In that case the European Parliament is entitled to refuse the application or the tender submitted if it has doubts about the undertaking by the third party or about that party's professional and/or technical capacity.

At all events, tenderers may always rely on the technical and professional capacities of one or more subcontractors in so far as they undertake to take part in the process of performing the contract. In such instances, the European Parliament will assess the capacities of the subcontractor(s) in the light of the extent to which the latter is/are involved in performing the contract.

If it establishes that a tenderer faces a conflict of interest which could affect the performance of the contract, the European Parliament may conclude that the tenderer is not of the calibre required to perform the contract.

## 15. AWARD CRITERIA

The contract will be awarded to the tender offering best value for money.

To determine the tender offering best value for money, tenders will be assessed on the basis of the criteria below.

### 15.1. Qualitative criteria

In the qualitative assessment of tender, a maximum of 100 points can be obtained.

Qualitative criterion	Explanation
The understanding by the tenderer of the nature of the contract, the nature of the sound files to be produced, and the political aspects of the work. (20 points)	Tenderers must describe the proposed approach to providing the services required.  The successful contractor will be expected to appreciate the role of the European Parliament; the particular tasks actions and aims of the Plenary sessions of the Parliament, the role of Parliament's committees and Parliament's interaction with the other Institutions of the European Union.
Tenderers proposed methodology for efficient and smooth implementation of the contract (20 points)	Tenderers must outline how they will implement the contract to achieve the objectives required outlining the management structure and the organisation of the team, Furthermore, tenderers must explain how they plan to establish and maintain a working relationship with the Liaison Office.  Details should include the envisaged programme of work during plenary sessions, how priorities will be set, how audio files will be created showing how the delivery of the audio files to radio stations will be achieved and a work-plan to maximise the uptake of the audio files by radio stations.
Quality of the proposed interim reports to be delivered on the performance of the contract. (20 points)	Tenderers must submit a description of the approach proposed by the tenderer to evaluate the usage, broadcast and reach of the audio files over a one year period including indicators to be used to measure the effectiveness of the service.
Quality of the sample audio files (20 points)	Tenders must submit three separate audio files covering any three topics that took place in the European Parliament Plenary session in Strasbourg from 3-5 July 2018. Two of the audio files should be 50-70 seconds in duration; a third should be 30 seconds in duration. See Annex VIII. Verbatim reports of the debates are at: <a href="http://www.europarl.europa.eu/plenary/en/minutes.html">http://www.europarl.europa.eu/plenary/en/minutes.html</a>  For the purposes of this exercise only those contributions in English and Irish need be taken into account.

Quality of the outline of a ten-minute podcast. (20 points)	<p>Tenderers must outline the content to be covered in a ten minute podcast on the speech and responses to the speech of the Irish Prime Minister, An Taoiseach Leo Varadkar in the European Parliament on 17 January 2018 (the verbatim report is at:</p> <p><a href="http://www.europarl.europa.eu/sides/getDoc.do?pubRef=-%2f%2fEP%2f%2fTEXT%2bCRE%2b20180117%2bITEM-008%2bDOC%2bXML%2bV0%2f%2fEN&amp;language=EN">http://www.europarl.europa.eu/sides/getDoc.do?pubRef=-%2f%2fEP%2f%2fTEXT%2bCRE%2b20180117%2bITEM-008%2bDOC%2bXML%2bV0%2f%2fEN&amp;language=EN</a>).</p> <p>For the purposes of this exercise only those contributions in English and Irish need be taken into account.</p>
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## 15.2. Price criterion

The price used for the evaluation is the one obtained in the second sheet of the price list, “Evaluation”, and it’s the “Total for evaluation”. In this sheet, all items are weighted according to their importance and then summed up.

Tenderers' attention is drawn to the fact that the “total price” is used to provide a fair, non-discriminatory basis for assessing the financial tenders and at the end, the price schedule will constitute a pricelist reference to be used under the Framework Contract concluded with the successful tenderer. This price schedule cannot under any circumstances be considered to constitute a commitment on the part of the Contracting Authority to issue Orders for services for the related services and quantities, and cannot give rise to any right or legitimate expectation on the part of the Contractor.

## 15.3. Award of the Contract

The Contract will be awarded to the most economically advantageous tender. This will be determined in the light of the total tender price and the quality of the tender (see above).

The most economically advantageous tender will be determined by dividing the total amount of the tender by the sum of points awarded, i.e, the cost per quality point.

The tender selected will be the one obtaining the lowest quotient.

### Annex III: Declaration on the tenderer's honour concerning the exclusion and selection criteria

The undersigned....., representing:

<i>(only for natural persons)</i> himself or herself	<i>(only for legal persons)</i> the following legal person:
ID or passport number:  (‘the person’)	Full official name: Official legal form: Statutory registration number: Full official address: VAT registration number:  (‘the person’)

#### I – SITUATION OF EXCLUSION CONCERNING THE PERSON

(1) declares that the above-mentioned person is in one of the following situations:	YES	NO
(a) it is bankrupt, subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under national legislation or regulations;	<input type="checkbox"/>	<input type="checkbox"/>
(b) it has been established by a final judgement or a final administrative decision that the person is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the law of the country in which it is established, with those of the country in which the contracting authority is located or those of the country of the performance of the contract;	<input type="checkbox"/>	<input type="checkbox"/>
(c) it has been established by a final judgement or a final administrative decision that the person is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:		
(i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) entering into agreement with other persons with the aim of distorting competition;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) violating intellectual property rights;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) attempting to influence the decision-making process of the contracting authority during the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(d) it has been established by a final judgement that the person is guilty of the following:		

(i) fraud, within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of EU Member States, drawn up by the Council Act of 26 May 1997, and in Article 2(1) of Council Framework Decision 2003/568/JHA, as well as corruption as defined in the legal provisions of the country where the contracting authority is located, the country in which the person is established or the country of the performance of the contract;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
(v) terrorist-related offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision;	<input type="checkbox"/>	<input type="checkbox"/>
(vi) child labour or other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
(e) the person has shown significant deficiencies in complying with the main obligations in the performance of a contract financed by the Union's budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by an Authorising Officer, OLAF or the Court of Auditors;	<input type="checkbox"/>	<input type="checkbox"/>
(f) it has been established by a final judgment or final administrative decision that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;	<input type="checkbox"/>	<input type="checkbox"/>
(g) for the situations of grave professional misconduct, fraud, corruption, other criminal offences, significant deficiencies in the performance of the contract or irregularity, the applicant is subject to: <ul style="list-style-type: none"> <li>i.facts established in the context of audits or investigations carried out by the Court of Auditors, OLAF or internal audit, or any other check, audit or control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body;</li> <li>ii.non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics;</li> <li>iii.decisions of the ECB, the EIB, the European Investment Fund or international organisations;</li> <li>iv.decisions of the Commission relating to the infringement of the Union's competition rules or of a national competent authority relating to the infringement of Union or national competition law; or</li> <li>v.decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body.</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>

## II – SITUATIONS OF EXCLUSION CONCERNING NATURAL OR LEGAL PERSONS WITH POWER OF REPRESENTATION, DECISION-MAKING OR CONTROL OVER THE LEGAL PERSON

### *Not applicable to natural persons, Member States and local authorities*

(2) declares that a natural or legal person who is a member of the administrative, management or supervisory body of the above-mentioned legal person, or who has powers of representation, decision or control with regard to the above-mentioned legal person (this covers company directors, members of management or supervisory bodies, and cases where one natural person holds a majority of shares) is in one of the following situations:	YES	NO	N/A
Situation (c) above (grave professional misconduct)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (d) above (fraud, corruption or other criminal offence)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (e) above (significant deficiencies in performance of a contract )	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (f) above (irregularity)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## III – SITUATIONS OF EXCLUSION CONCERNING NATURAL OR LEGAL PERSONS ASSUMING UNLIMITED LIABILITY FOR THE DEBTS OF THE LEGAL PERSON

(3) declares that a natural or legal person that assumes unlimited liability for the debts of the above-mentioned legal person is in one of the following situations:	YES	NO	N/A
Situation (a) above (bankruptcy)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (b) above (breach in payment of taxes or social security contributions)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## IV – GROUNDS FOR REJECTION FROM THIS PROCEDURE

(4) declares that the above-mentioned person:	YES	NO
(h) has distorted competition by being previously involved in the preparation of procurement documents for this procurement procedure.	<input type="checkbox"/>	<input type="checkbox"/>

## V – REMEDIAL MEASURES

If the person declares one of the situations of exclusion listed above, it must indicate measures it has taken to remedy the exclusion situation, thus demonstrating its reliability. This may include e.g. technical, organisational and personnel measures to prevent further occurrence, compensation of damage or payment of fines. The relevant documentary evidence which illustrates the remedial measures taken must be provided in annex to this declaration. This does not apply for situations referred in point (d) of this declaration.

## VI – EVIDENCE UPON REQUEST

Upon request and within the time limit set by the contracting authority the person must provide information on the persons that are members of the administrative, management or supervisory body. It must also provide the following evidence concerning the person itself and concerning the natural or legal persons which assume unlimited liability for the debt of the person:

For situations described in (a), (c), (d) or (f), production of a recent extract from the judicial record is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the person showing that those requirements are satisfied.

For the situation described in point (a) or (b), production of recent certificates issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the person is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions. Where any document described above is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

Document	Full reference to previous procedure
<i>Insert as many lines as necessary.</i>	

## VII – SELECTION CRITERIA

(5) declares that the above-mentioned person complies with the selection criteria applicable to it individually as provided in the tender specifications:	YES	NO	N/A
(a) It has the legal and regulatory capacity to pursue the professional activity needed for performing the contract as required in section 3 of the tender specifications;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) It fulfills the applicable economic and financial criteria indicated in section 14.2 of the tender specifications;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) It fulfills the applicable technical and professional criteria indicated in section 14.3 of the tender specifications.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(6) if the above-mentioned person is the <b>sole tenderer</b> or the <b>leader in case of joint tender</b> , declares that:	YES	NO	N/A
(d) the tenderer, including all members of the group in case of joint tender and including subcontractors if applicable, complies with all the selection criteria for which a consolidated assessment will be made as provided in the tender specifications.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## VIII – EVIDENCE FOR SELECTION

The signatory declares that the above-mentioned person is able to provide the necessary supporting documents listed in the relevant sections of the tender specifications and which are not available electronically upon request and without delay.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

Document	Full reference to previous procedure
<i>Insert as many lines as necessary.</i>	

***The above-mentioned person may be subject to rejection from this procedure and to administrative sanctions (exclusion or financial penalty) if any of the declarations or information provided as a condition for participating in this procedure prove to be false.***

Full name

Date

Signature



## **Annex V: Information sheet concerning groups of economic operators**

**Official name of the member authorised by the group<sup>1</sup>:**

.....

**Official address:**

.....  
.....

**Legal form of the group<sup>2</sup>:**

.....  
.....

I, the undersigned, Mr/Ms ....., representing the authorised representative of the group of operators submitting this tender, hereby declare that I have noted the conditions laid down by the European Parliament for submission of a tender by a group and that the submission of a tender and the signing of this declaration imply acceptance of those conditions:

‘The group of economic operators shall furnish proof of its legal form in the tender. This may take one of the following forms:

- an entity with legal personality recognised by a Member State;
- an entity without legal personality but offering sufficient protection of the European Parliament’s contractual interests (depending on the Member State concerned, this may be, for example, a group or a temporary association);
- the signature by all the partners of a type of ‘power of attorney’ or equivalent document confirming a form of cooperation.

The document supplied must prove the group’s actual status. In that document or in an annex thereto, the economic operators making up the group shall undertake, as tenderers, to bear joint and several liability during performance of the contract, should it be awarded to them.

The European Parliament may accept other legal forms not referred to above, provided that they ensure the parties’ joint and several liability and are compatible with performance of the contract. However, in the contract to be signed with the consortium the European Parliament will refer expressly to the existence of such joint and several liability. In addition, it reserves the right to require, contractually, the appointment of an authorised representative who may represent the members and who is empowered, inter alia, to issue invoices on behalf of the other members.’

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<sup>1</sup> State the name and address of the member authorised by the other members of the group to represent it. If no authorisation has been given, all consortium members must sign this declaration.

<sup>2</sup> To be indicated if a precise form has been chosen by the group members. If that is not the case, leave blank.

Information on members of group			
Name of member of group	Address of member of group	Name of member's representative	Description of technical, professional and economic capacities <sup>3</sup>

**Date:** .....

**Signature:** .....

---

<sup>3</sup> Should such a description already have been provided in the tender, reference may be made to precisely where that description appears.

## Annex VI: Declaration concerning subcontractors

**Name of the tenderer:**

I, the undersigned, Mr/Ms ....., in my capacity as representative of the above-mentioned tenderer, hereby **declare** that, in the event that the contract, or one or more lots thereof, is awarded to the tenderer, the following economic operators will act as subcontractors:

Details of subcontracting		
Name & address of subcontractor	Description of the subcontracted part of the contract	Value of subcontracted part of contract (in EUR and as a percentage of estimated total amount of contract)

I acknowledge that the European Parliament reserves the right to request information on the financial, economic, technical and professional resources of the proposed subcontractor(s) and that the European Parliament may demand the requisite proof to establish whether the subcontractors comply with the exclusion criteria applying to tenderers.

In this context, the European Parliament reserves the right to reject any proposed subcontractor not complying with the exclusion and/or selection criteria.

Furthermore, the European Parliament must be informed by the Contractor of any subsequent use of subcontracting not provided for in the tender. The European Parliament therefore reserves the right to accept or reject any subcontractor proposed during the performance of the contract. Accordingly, it may demand the requisite proof to establish whether a subcontractor complies with the requisite criteria. The European Parliament's authorisation will always be granted in writing.

If the contract is awarded to a tenderer who proposes a subcontractor in his tender, this equates to giving consent for the subcontracting.

**Date:** .....

**Signature:** .....

## **Annex VII: Label to be affixed to the outer and inner envelopes when a tender is sent**

**To be used and completed to help ensure that the tender is sent to the relevant department at the European Parliament**



<p>European Parliament Official Mail Unit Directorate-General <i>for Communication</i> <b><i>EUROPEAN PARLIAMENT</i></b> <b><i>Liaison Office in Ireland</i></b> <b><i>Europe House</i></b> <b><i>12-14 Lower Mount Street</i></b> <b><i>Dublin D02W710</i></b></p> <p><b>INVITATION TO TENDER No COMM/AWD/2018/721</b> <b><u>NOT TO BE OPENED BY THE MAIL UNIT OR ANY UNAUTHORISED PERSON</u></b></p>
--



In the case of several packages or envelopes: make copies of the label and repeat the operation

## **Annex VIII: Case study for sample audio files**

The contractor will be obliged to produce audio files on a selection of topics covered in each plenary session of the European Parliament. The contractor will be required to exercise its own judgement on the most appropriate issues. The files produced should ideally include contributions from MEPs., For the purposes of these sample files however, inputs by MEPs are not required.

Please note the sample audio files will be evaluated on the basis of the award criteria set out in the technical specifications (point 15).

Two of the audio files should be 50-70seconds in duration. The third should be 30 seconds in duration.

### **Scenario**

The European Parliament Plenary session that was conducted from 2-5 July 2018 covered a number of topics and the transcripts of the proceedings may be accessed at:

<http://www.europarl.europa.eu/plenary/en/minutes.html>

Having regard to the requirements and aims of this Call for Tender, and the relevance of topics to an Irish audiences, tenderers are asked to choose three of the topics discussed during the plenary session and prepare a simulated report for radio on each topic.

The files should be submitted in WAV format.