**DIRECTORATE-GENERAL FOR COMMUNICATION**

**SPECIFICATIONS**

**Type of procedure: open call**

**Subject of the contract: Production of multimedia online content**

**Contract reference: COMM/AWD/2018/100**

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# 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:

Annex I: Technical specifications

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: Financial data sheet

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

Annex IX: Consistent Communication Brand Book

Annex X: Price List

Annex XI: Case studies

- Case study Dashboard

- Resources Dashboard

- Case study Infographic

- Resources Infographic

Annex XII: OASIS Framework document

Annex XIII: European Parliament IT Environment

**PART I – GENERAL INFORMATION**

# SUBJECT OF THE CONTRACT

In accordance with the provisions of Regulation (EU, Euratom) No 966/2012 of the European Parliament 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 production of multimedia online content.

# DG COMM OVERALL APPROACH

## 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.

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:

### **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.

### **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.

### **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.

## 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. (For OASIS framework- see Annex XII.)

**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.

## 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.

# 3.4.1. 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 European Parliament’s Liaison Offices- 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.

# 3.4.2 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.

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

# 3.4.3 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.

# 3.4.4 Visitors offer & events

The European Parliament’s doors are always open to citizens, because it belongs to them. For this reason we do not 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, direct interaction with the European Parliament (via our visitors offer or events) provides a high 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 also by maintaining contact with them after it is over. Our ultimate goal is to mobilise them as European Parliament’s ambassadors, and - when the time comes - active promoters of the democratic power of citizens in the lead up to the elections.

# 3.4.5. 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 by both central services and the EPLOs - does not 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.

# DESCRIPTION, PURPOSE AND ESTIMATED VALUE OF THE CONTRACT

## Description

The present invitation to tender relates to the production of online multimedia content, programming and technical support service for the Directorate General for Communication.

Services that need to be included in the contract fall in three main categories:

* Website surface and application development - that includes back-end development
* Design and conception of multimedia products - that includes design, front-end development
* Provision of interactive supports and technologies

All products can be created and developed outside EP premises.

When the contractor will be called on the EP premises to provide of all those services and products, he must expect to work during 8:00 AM and 10:00 PM.

The terms of acceptance will always begin with an initial provisional delivery followed by a definitive one after EP's approval and eventual request for changes or adaptations. Therefore, daily availability and reactivity to changes is required.

More information is available in Annex 1 - Technical Specifications.

## The role of online multimedia products

The European Parliament communicates with its public in many different ways. Among others, the Parliament uses multimedia content to present news, its structure, activities and goals in a visual, attractive and sometimes interactive or dynamic way. This contract focuses on online materials for online use (websites, social platforms...)

The main objective of the framework contract is to allow the European Parliament to produce new and innovative online multimedia products and also keep the already existing media information offer up-to-date through reproduction of multimedia content similar to the existing ones (continuity aspect).

On the other hand, online products and ways of communication being so dynamic, the Parliament expects the tenderer to be up to date as regards multimedia formats and new trends in digital communication and social media environments.

From an organisational point of view, the European Parliament wishes to further bundle online media production services for information dissemination purposes by extending the scope of the contract to new categories of deliverables, notably multimedia products suitable for websites and web platforms, including social media.

In order to produce all needed materials, the Parliament seeks for an external provider specialised in multimedia products in various formats used and published in different platforms.

## Deliverables

The scope of the framework contract includes the following categories of intermediary and final deliverables depending on the project and/or the methodology:

* **Concept**
* **Proof of concept**
* **Functional analysis**
* **Mood board**
* **products** referring to website surface and application development - that includes back-end development
* **products** referring to design and conception of on-line multimedia products - that includes design, front-end development
* **services referring** to maintenance and technical support: It covers on-site repair services in case of operational failures which Parliament’s staff is not able to handle. These on-site repair services will be remunerated on basis of the hourly rate for the site in question. Prices include staff, equipment, facilities and all other direct and indirect cost, including travel, hotel and subsistence cost.
* etc.

The indicative deadline for Parliament to approve deliverables is 5 working days, but this may vary depending on the scope and nature of the project.

All deliverables will be considered as copyright-free material, as its copyrights will be the property of the European Parliament.

For all Parts deliverables, the tendering firms are requested to quote unit prices for the media products and sub-deliverables.

Prices include staff, equipment, facilities and all other direct and indirect cost, including travel, hotel and subsistence cost and eventual translation and adaptation of the deliverables into other languages, when requested.

All products should comply with Parliament's technical recommendations and restrictions and should be compatible with Parliament's technical requirements and visual identity (see EP´s consistent communication policy in annex IX).

The European Parliament should be the owner of the works and receive the files and sources files for future upgrade. The products – if requested by Parliament - will be handed over to the Parliament for management with all the technical information needed.

The content may have to be downloadable or adaptable to different formats and digital environments. It will relate to the activity and communication priorities of the European Parliament and of the Directorate General for Communication.

More details are to be found in Annex I - Technical specifications.

## Price and duration

The duration of the contract will be for one year, renewable up to three times (for a maximum total duration of four years). The contract will be renewed automatically, unless Parliament decides otherwise. In this case, the contractor must be notified at least one month ahead of the automatic renewal date.

Performance of the contract shall not begin until the framework contract is signed.Any renewal of the contract shall take place in accordance with the terms laid down in the contract.

The total maximum value of the contract is EUR 2.500.000*.*

## Working language of the project

The working language of the project shall be English, as regards both the coordination meetings between the contractor and the European Parliament and the drafting of documents by the former.

# 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.

# 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.

# 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, 107 and 109 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 part II of this document).

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.

# VARIANTS

Variants are not permitted.

# 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.

The authentic prices, for the purposes of the framework contracts, are the unit prices, specified in the pricelists contained in the offers of the tenderers. Those prices are legally binding and cover most of the tasks to be performed by the Contractor.

Nevertheless, these lists of unit prices are not exhaustive and the European Parliament may ask the Contractor to provide similar or complementary services/items with a view to performing tasks mentioned above. The assessment of prices of the complementary services/items will be based on the market prices of that specific service/item at the moment of the request, as best value for money.

The price list must be duly signed by the tenderers.

**Contingencies (unforeseen expenses)**

The European Parliament will decide for each specific order form if the contingencies for unforeseen expenses will be applied or not.

Where needed and unless otherwise stated in the order form, the amount of the contingencies for unforeseen expenses will be limited to max 5% of the total value of the contract.

This provision is meant to cover expenses induced by last moment and/or unpredictable difficulties; they are not meant not to cover omissions in the specific order form which should be covered by mean of amendments to the specific contract.

# FINANCIAL GUARANTEES

Not applicable

# 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.

# 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.

# PERFORMANCE OF FRAMEWORK CONTRACTS

The framework contracts will be performed on the basis of specific contracts and/or order forms, to be signed following the application of a system whereby orders are placed without competition being reopened.

The establishment of this system will entail a maximum of three framework contracts being signed with the first threeeconomic operators, ranked in descending order upon completion of the evaluation of the tenders submitted.

When an order is placed, and before the corresponding specific contract or order form is issued, the European Parliament will contact the economic operator ranked first and, if he is unavailable, the second, and then, on the same terms, the third.

However, where there have been 3 refusals by the same operator during a period of one year, the contractor will be re-ranked in last position in the system.

In principle, the ranking of the contractors will remain unchanged throughout the duration of the framework contract unless the re-ranking provided for in the preceding paragraph take place.

# FINANCIAL OFFER

The financial offer must be quoted using the attached forms in Annex X ‘Price List’.

Price Lists must be duly dated and signed in paper format and in the form of an Excel file.

All blank sections in the tables must be filled in, and a single amount must be given for each

section. Any omission or amendment made to the original schedule shall render the offer null

and void. Prices must be given in euros (ex VAT).

# CASE STUDIES

Case story Brief and case story Resources must be quoted using the attached forms in Annex XI duly dated and signed in paper format and in the form of an Excel file.

**PART II - EXCLUSION, SELECTION AND AWARD CRITERIA**

# 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 30th 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[[1]](#footnote-2);

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 [[2]](#footnote-3), and in Article 2(1) of Council Framework Decision 2003/568/JHA[[3]](#footnote-4), 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[[4]](#footnote-5);

iv) money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council[[5]](#footnote-6);

v) terrorist-related offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA[[6]](#footnote-7), 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[[7]](#footnote-8);

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[[8]](#footnote-9).

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 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 15calendar 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.

1. 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.

# SELECTION CRITERIA

## Legal and regulatory capacity

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

1. be enrolled in a relevant professional or trade register, except for international organisations;
2. for service contracts, 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.

In the case of groups of economic operators, each member will furnish proof of authorisation to perform the contract.

## 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 EUR 700.000 for at least each of the two most recent financial years;
* minimum level of 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:

* financial statements (balance sheets, profit and loss accounts and any other related financial information) or their extracts for the last two years for which accounts have been closed;
* a statement of overall turnover and turnover in the area covered by the contract during a period which may be no more than the last two financial years available;
* appropriate evidence 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.

**15.3 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:

* at least 5 years' experience in services similar to those required by the contract concerned;
* a team of experts in the fields of new technologies, social media and multimedia fields comprising art direction, graphic design and imagery of at least four persons, among whom:
* The project leader, who will also be appointed as contact point for the Contracting Authority, must have at least 5 years relevant experience in project management and web communications: social media, multimedia and web trends.

The tenderer should prove that it has an extensive knowledge and experience in multimedia development and in the design and production of innovative products for social media and web platforms.

Depending on the nature, quantity or scale and purpose of the supplies, services or works to be provided, the technical and professional capacity of economic operators will be substantiated by one or more of the following documents:

1. the educational and professional qualifications (CV's), skills, experience and expertise of the service provider or contractor and/or those of the firm's managerial staff and, in particular, those of the persons responsible for the performance;
2. a list of the principal services provided and supplies delivered in the past 3 years, with the sums, dates and clients, public or private accompanied upon request by statements issued by the clients. Where necessary in order to ensure an adequate level of competition, the contracting authorities may indicate that evidence of relevant supplies or services delivered or performed more than 3 years before will be taken into account.

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 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.

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.

# AWARD CRITERIA

The contract will be awarded to the tender offering the best price-quality ratio, taking into account the weighting established below in the criteria for the evaluation of the case studies to be found in annex XI.

To determine the tender offering the best price quality/ratio, tenders will be evaluated on the basis of the following criteria:

**Qualitative criteria** (max 70 points/100)

Tenders will be attributed the qualitative criteria points on the basis of the evaluation of the criteria and sub-criteria included in the table Annex XI for respectively case study 1 and case study 2.

Evaluation of case study 1 - Infographic

The qualitative criteria are structured as follows (with their weighting):

1. Applying relevant resources and equipment in 1 category:

* Proposed Team and Infrastructure (max 11 points - min. pass 5 points)

1. Demonstrating innovation and creativity across 3 categories:

* Design (max 10 points - min. pass 6 points)
* Creation (max 7 points - min. pass 4 points)
* Publication (max 2 points - min. pass 1 points)

Innovation and Creativity will be evaluated taking into consideration their relevance to the mission of the Directorate General for Communication (see above page 3).

To be selected for the next price evaluation stage, tenders will be required to obtain the minimum aforementioned pass for each quality criterion and at least a total of 5 points under ‘Applying relevant Resources and Equipment’ and 13 points under ‘Demonstrating Innovation & Creativity’.

Evaluation of case study 2 - Dashboard

The qualitative criteria are structured as follows (with their weighting):

1. Applying relevant Resources and Equipment across 2 categories:

* Proposed Team and Infrastructure (max 7 points - min. pass 2 points)
* Process Management (max 8 points - min. pass 3 points)

1. Demonstrating Innovation and Creativity across 3 categories:

* Design (max 10 points - min. pass 5 points)
* Creation (max 7 points - min. pass 3 points)
  + Publication (max 8 points - min. pass 3 points)

Innovation and Creativity will be judged taking into consideration their relevance to the mission of the Directorate General for Communication (see above page 3).

To be selected for the next price evaluation stage, tenders will be required to obtain the minimum aforementioned pass for each quality criterion and at least a total of 5 points under ‘Applying relevant Resources and Equipment’ and 13 points under ‘Demonstrating Innovation & Creativity’.

**Price criterion** (max 30 points/100)

The price used for the evaluation is the one automatically calculated in the price list (grand total for evaluation).

The assessors will award a maximum of 30 points for the price criterion. The lowest-priced tender (which has obtained the minimum score laid down for the qualitative evaluation) will be given the maximum points. The other tenders will be awarded points in proportion to their divergence from the lowest-priced tender. The formula to be used for awarding points under the price criterion will be as follows:

(Pm / Po) \* maximum number of points to be awarded

Pm: price of lowest-priced tender

Po: price of tender being evaluated

**Final ranking of tenders**

The number of points obtained for the price criterion is added to the number of points obtained in the evaluation of the qualitative criteria:

(price criterion points) + (qualitative criteria points)

The tender which obtains the highest number of points following the application of the above formula will be ranked first.

1. OJ C 316, 27.11.1995, p. 48 [↑](#footnote-ref-2)
2. OJ C 195, 25.6.1997, p. 1 [↑](#footnote-ref-3)
3. Council Framework Decision 2003/568/JHA of 22 July 2003 on combating corruption in the private sector (OJ L 192, 31.7.2003, p. 54). [↑](#footnote-ref-4)
4. Council Framework Decision 2008/841/JHA of 24 October 2008 on the fight against organised crime (OJ L 300, 11.11.2008, p. 42. [↑](#footnote-ref-5)
5. Directive 2005/60/EC of the European Parliament and of the Council of 26 October 2005 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing (OJ L 309, 25.11.2005, p. 15). [↑](#footnote-ref-6)
6. Council Framework Decision 2002/475/JHA of 13 June 2002 on combating terrorism (OJ L 164, 22.6.2002, p. 3). [↑](#footnote-ref-7)
7. Directive 2011/36/EU of the European Parliament and of the Council of 5 April 2011 on preventing and combating trafficking in human beings and protecting its victims, and replacing Council Framework Decision 2002/629/JHA (OJ L 101, 15.4.2011, p. 1). [↑](#footnote-ref-8)
8. Council Regulation (EC, Euratom) No 2988/95 of 18 December 1995 on the protection of the European Communities financial interests (OJ L 312, 23.12.1995, p. 1) [↑](#footnote-ref-9)