



**EUROPEAN COMMISSION**  
Information Society and Media Directorate-General  
Audiovisual, Media, Internet  
**MEDIA Programme and Media Literacy**

**STUDY ON THE NEEDS AND PRACTICE OF THE EUROPEAN  
AUDIOVISUAL INDUSTRY IN RESPECT OF DUBBING AND  
SUBTITLING**

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## **1. INTRODUCTION**

The Commission of the European Communities is responsible for implementing two programmes for the European audiovisual industry, MEDIA Plus and MEDIA Training Programmes, which run from 1 January 2001 to 31 December 2006, for the purpose of strengthening the competitiveness of the European audiovisual industry. (Decision no. 163/2001/EC of the European Parliament and of the Council of 19 January 2001 [http://ec.europa.eu/avpolicy/media/index\\_en.html](http://ec.europa.eu/avpolicy/media/index_en.html) and Council Decision no. 2000/821/EC).

The programmes are intended to give the European audiovisual sector support both in terms of training and grants to fully exploit internal market opportunities and to compete on the international market. The objectives of the MEDIA Plus programme are the following:

- an improvement in the competitiveness of the European audiovisual sector — including small and medium-sized enterprises — on the European and international markets, by supporting the development, distribution and promotion of European audiovisual works, taking account of the development of new technologies;
- strengthening the sectors which help improve the trans-national movement of European works;
- respect for and promotion of linguistic and cultural diversity in Europe;
- enhancing the European audiovisual heritage, in particular by digitisation and networking;
- development of the audiovisual sector in countries or regions with a low audiovisual production capacity and/or a restricted linguistic or geographical area and strengthening networking and trans-national co-operation between small and medium-sized enterprises;
- the dissemination of new types of audiovisual content using new technologies<sup>1</sup>.

The objectives of the MEDIA Training Programme are the following:

To meet the industry's needs and promote competitiveness by improving the continuous vocational training of professionals in the audiovisual sector, with a view to giving them

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<sup>1</sup> MEDIA Plus: [http://ec.europa.eu/comm/avpolicy/media/medpl\\_en.pdf](http://ec.europa.eu/comm/avpolicy/media/medpl_en.pdf)

the know-how and skills needed to create competitive products on the European and other markets, in particular in the field of:

- application of new technologies, and in particular digital technologies, for the production and distribution of audiovisual programmes with a high commercial and artistic added value; economic, financial and commercial management, including the legal framework and the techniques for the financing, production and distribution of audiovisual programmes;
- script-writing techniques and storytelling including techniques for the development of new audiovisual programme types.<sup>2</sup>

The Commission services have carried out an evaluation of the current programmes, together with the assessment of the effectiveness of the programme, providing further analysis of the European audiovisual sector. It emerged from the evaluation that one of the major barriers for the circulation of European audiovisual works is the linguistic diversity of the European audiovisual market. The language in which European audiovisual works are produced varies among the 20 languages of the Union. Whilst the linguistic diversity reflects the cultural diversity of Europe, promoted by the MEDIA Programme itself as part of the intrinsic richness of the European audiovisual industry, it constitutes a constraint for the distribution of these works outside their national boundaries. Linguistic diversity makes these works less accessible to a wider audience.

In view of the implementation of the new MEDIA 2007 programme a study on the instruments to be set up for facilitating the circulation of European audiovisual works is deemed necessary. In particular a better insight on the issue of linguistic diversity in the audiovisual industry could be useful in focusing support for dubbing and subtitling of European productions.

The study will cover the 25 Member States of the European Union, the EEA Member States (Norway, Iceland and Liechtenstein), Switzerland, Bulgaria and Romania.

**The aim of this study is to assess the current practices in the field of dubbing and subtitling. It should provide recommendations on measures to be implemented at Community level to enable linguistic diversity while lowering the barriers to the circulation of European audiovisual works on the international market.**

## 2. BACKGROUND ON DUBBING AND SUBTITLING IN EUROPE

In Europe dubbing and subtitling are the two major types of film translation. The choice of the mode of film translation is dependent on historical circumstances, traditions, the technique to which the audience is accustomed, the cost and the reception of both the target and the source cultures in an international context<sup>3</sup>. Dubbing is generally known to modify the source text and thus influences the audience through domestication. Subtitling however alters the source text to the least possible extent and enables the audience to remain aware of the origins of the text.

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<sup>2</sup> Media Training: [http://europa.eu.int/comm/avpolicy/media/med\\_en.pdf](http://europa.eu.int/comm/avpolicy/media/med_en.pdf), 163/2001/EC, 19.1.2001

<sup>3</sup> Szarkowska, Agnieszka, *The Power of Film Translation*, [www accurapid.com](http://www accurapid.com), 2005

In general one can remark that especially in big (Western) European countries films are dubbed whereas in smaller countries which can't expect high box office receipts the cheaper method of subtitling is the customary manner of translating films.

The countries that use dubbing like France, Germany, Italy and Spain dub a great majority of films due to mostly historical circumstances. In the 1930s Germany, Italy and Spain were ruled by governments whose leaders considered that "hearing your own language serves to confirm its importance and reinforces a sense of national identity and autonomy"<sup>4</sup>. Therefore dubbing was enforced as the mode of film translation and remained the preferred method since the audience became accustomed to it. In France the case is different. A deep concern about the purity of French culture and language has led to the use of dubbing. Moreover, a significant number of domestic productions led the audience to be accustomed to hearing French in the cinema and on TV. A difference has recently become more apparent between Paris (and other big cities) and the province. More films with subtitles are now available as opposed to dubbed.

However the translation of films influences the perception of the culture-specific items and tends to encroach on and spread over to other cultures. Also the films tend to get altered to a large extent by the functional needs of the receiving culture in the process of the translation. However, dubbing, as opposed to subtitling, is considered to be closer to the original in the sense that when considering the viewing process it is more authentic and the translation replicates this.

Subtitling countries like the Netherlands, Norway, Sweden, Denmark, Greece, Slovenia, and Portugal on the other hand are characterised by a higher percentage of imported films and therefore a higher demand for translation. Furthermore in countries like Belgium and Finland with large communities where two languages are spoken, films are usually provided with double subtitles.

It isn't just the costs which lead to the practice of subtitling but also the expectations of the audience and their preference for subtitling. Subtitles have the advantage of retaining the authenticity of the original project. This method retains the (foreign) origins of the film and therefore minimises the influence of the target culture. However the disadvantage of subtitling is that about half of the original dialogue can be lost due to the spatial constraint and therefore the meanings can be slightly altered.

There are source-language countries like the United States and the United Kingdom where just a small amount of foreign non English-speaking films are on the market. Here the films tend to be subtitled rather than dubbed. There are even cases in which dubbed versions of films had to be exchanged for subtitled versions since the audience wouldn't accept them.

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<sup>4</sup> Mera, Miguel, *Read my lips: Re-evaluating subtitling and dubbing in Europe*, Links & Letters 6, 1999

### 3. OBJECTIVES AND TASKS

The aim of this study is to assess the current practices in the field of dubbing and subtitling. It should provide recommendations on measures to be implemented at Community level to enable linguistic diversity while lowering the barriers to the circulation of European audiovisual works on the international market.

The study will be articulated in two parts and shall cover the following subjects:

- (1) **The first part will consist in benchmarking the current practices in all the countries covered by the study (specified in the Introduction). It should include both a market assessment and an analysis of the preferences of operators.**

It shall address in particular the following points:

- Describe the practices of the countries participating to the MEDIA Programmes with regard to subtitling and dubbing;
- Analyse the practices with regard to different distribution channels: TV, DVD and theatres;
- Analyse the practices according to the genre (fiction, documentary, animation; film or TV) and the origin (European or American) of works;
- Classify the practices in terms of countries with high and low production capacity;
- Identify similarities in patterns of practices between national markets;
- Assess the effect of dubbing and subtitling on the circulation of European works;
- Provide an estimate of the effect of dubbing and subtitling on/of the reception of the dubbed or subtitled works by the audience.
- Describe the practices of the countries participating to the MEDIA Programmes with regard to audio description/subtitling.

- (2) **The second part of the study will concentrate on the support measures implemented at European level and on the needs for future actions in that area.**

It shall cover the following points:

- Identification of the effect of the current supports, under the MEDIA Plus distribution schemes;
- Assess the needs of the sector for further support with particular attention for the TV and DVD distribution (multilingual masters);
- Outline the needs of the sector in terms of training for dubbing;
- Recommend actions in the area of dubbing/subtitling for new measures to take at Community level, in particular in respect of training and distribution.

#### **4. APPROACH AND METHODOLOGY OUTLINE**

In the context of the present study, the contractor will consult interested parties on all the territories covered by the study. Different data collection methods may be proposed such as desk research, interviews, case studies, surveys or any other deemed relevant in the context of the tenderer's proposed approach. In particular, the contractor will organise a workshop in order to collect data and opinion from all interested parties.

The consultation should include the following groups:

- Professionals of the audiovisual sector: producers, distributors and video publishers;
- Broadcasters;
- National Film funds;
- Dubbing schools and training organisations;
- MEDIA Desks and Antennae established in the countries participating to the MEDIA Programmes,
- MEDIA services at headquarters.

#### **5. ORGANISATION AND TIMETABLE**

##### **5.1. Duration**

The project is expected to be launched in November 2006. The estimate duration of the tasks is 10 months.

##### **5.2. Role of the steering group, nature and frequency of meetings**

The steering group contributes to the development of the project and manages the study process. It is composed of staff from the Commission and from the contractor. It meets as a minimum in order to review, comment on or approve the following deliverables:

1. Inception report
2. First Progress report before the field work starts
3. Second Progress report towards the end of data collection phase
4. Draft Final report
5. Final report

Meetings take place in Brussels on the European Commission's premises.

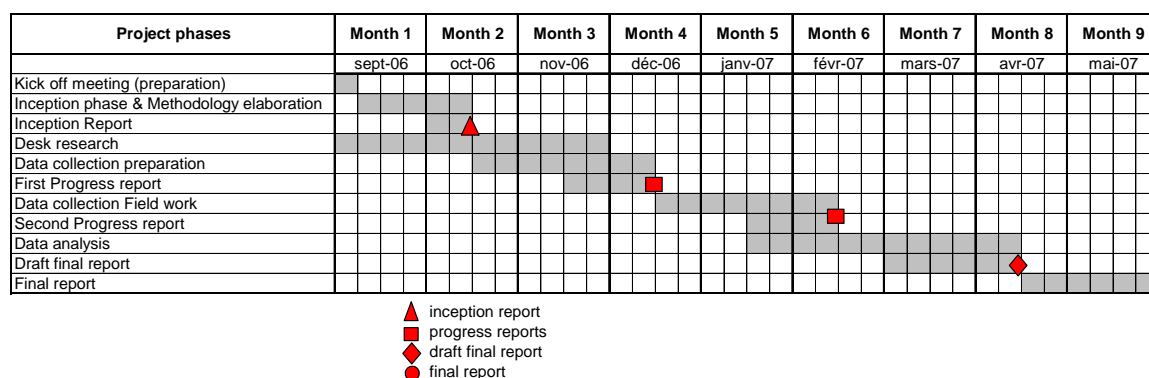
##### **5.3. Timeframe**

- Month 1 Signature of the contract and kick off meeting
- Month 2 Inception report and Inception meeting
- Month 4 First Progress report and First Progress meeting

- Month 6 Second Progress report and Second Progress meeting
- Month 8 Draft Final report and Meeting
- Month 9 Final report

## 5.4. Work Plan

The tender must include an estimate work plan to indicate the main phases of the project, their estimate lead time and expected delivery dates for the report. The work plan can follow the model below.



## 6. DELIVERABLES

- Within **one week** after the signature of the contract, a **kick-off meeting** between the contractor and the Commission will be held in Brussels.
- Within **8 weeks** after the signature of the contract, an **Inception report** will be delivered. It will specify the work programme for the study and describe, in relation with the initial tender, the methodological and empirical approaches to be used for the tasks defined in point 2. In particular, it will include a detailed work plan for the field work and data collection, and proposed structures for the comparative analysis to be submitted to the steering group. The report will also identify any additional need for information to be collected during the study. It will take the form of a draft document to be discussed with the steering group during the first progress meeting.
- Within **14 weeks** after the signature of the contract, a **First Progress report** will be delivered before the field work starts. It will summarise progress on all the points to be analysed and raise any problems encountered. It will demonstrate how the existing data has been analysed, what preliminary conclusions have been drawn from the desk research phase, and how the contractor is planning to proceed for the collection of external data. In particular the contractor will present its data collection methodology and tools, as well as lists of contacts to be surveyed, interviewed or invited to a workshop. He will also present the proposed workshop programme, interview guides and/or survey questionnaires. It will take the form of a draft document to be discussed with the steering group during the first progress meeting.

- Within **25 weeks** after the signature of the contract, a **Second Progress report** will be delivered towards the end of the data collection phase. It will present the progress made in data collection, preliminary conclusions that may be drawn, and how the contractor is proceeding to collect any additional data that may be required and carry out further data analysis. It will take the form of a draft document to be discussed with the steering group during the second progress meeting. This report will also include the proposed structure of the final report.
- Within **34 weeks** after the signature of the contract, a **Draft Final Report** will be submitted to the Commission. This document will follow the structure of the final report as agreed after the previous Progress Meeting and will include the first findings, conclusions and recommendations.
- The steering group will provide comments on the report during a final meeting that will take place within 2 weeks of reception.
- Within **40 weeks** after the signature of the contract, the **Final report** will be delivered to the Commission, taking account of the comments made by the steering group on the Draft Final Report. It will cover all points of the work plan and shall include sound analysis of findings and factually based conclusions and recommendations, in line with the purpose and objectives described above. It will be written in English and French, of publishable quality and delivered both in paper (5 copies) and electronic form.

An **Executive summary** of the report (approximately 10 pages long) will also be provided in English and French.

- In the absence of any comments from the Commission within 30 days of its receiving the final report, it shall be deemed to have been approved and the Contractor may request written acceptance of it. If the Commission expressly informs the Contractor of any comments within 30 days of its receipts, the Contractor will have 30 days to integrate them to the report and send a revised version to the Commission.

## **7. BUDGET**

The overall budget, including fees, other direct costs and reimbursable expenses is expected to range from **€160,000** to **€210,000**.

## **1. ELIGIBILITY REQUIREMENTS**

### **1.1 Address and deadline for submission of the tender :**

You are invited to tender for this study and requested to submit your tender no later than **04.08.2006**, either by:

- (a) Registered post or by private courier services. In this case the post office stamp or the date on the slip issued by the courier service will constitute proof of compliance with the deadline given above. The offer must be sent to the following **postal address:**

European Commission  
DG Information Society and Media  
Unit A/2 – MEDIA Programme and media literacy  
for the attention of Aviva Silver  
BU33 02/05  
B-1049 Brussels

- (b) Or hand delivery by 16.00 hours on **04.08.2006**, at the latest to the following address:

European Commission  
DG Information Society and Media  
Unit A/2 – MEDIA Programme and media literacy  
for the attention of Aviva Silver  
BU33 02/05  
**1 rue de Genève**  
**B -1140 Brussels**

**The central mail department is open from 8.00 to 17.00 Monday to Thursday, and from 8.00 to 16.00 on Friday. It is closed on Saturday, Sunday and Commission holiday.**

In this case, in order to establish proof of the date of deposit, the depositor will receive, from an official in the above-mentioned service, a receipt which will be signed, dated and time stamped. Please note that in this case it is the date and time of reception at the Commission services that will count, not the actual date in which it was dispatched.

**Late delivery will lead to the exclusion from the award procedure for this contract.**

### **1.2 Presentation of the offer and Packaging**

The offer (consisting of 1 original and 2 copies) should be enclosed in two envelopes, both of which should be sealed. If self-adhesive envelopes are used, they should be further sealed with adhesive tape, upon which the depositor's signature must appear.

The *outer* envelope should bear, in addition to the address of the above-mentioned Archive Department, the following mention:

INVITATION TO TENDER **No. CPP 20A-2006** “STUDY ON DUBBING AND SUBTITLING”

NOT TO BE OPENED BY THE MESSENGER/COURIER SERVICE

NOT TO BE OPENED BY THE OPENING COMMITTEE BEFORE 22/08/2006

The *inner envelope* should also bear the following mention:

INVITATION TO TENDER **No. CPP 20A-2006**

NOT TO BE OPENED BY THE MESSENGER/COURIER SERVICE

NOT TO BE OPENED BY THE OPENING COMMITTEE BEFORE 22/08/2006

TENDER BY THE FIRM : insert NAME OF THE TENDERER/COMPANY

The **inner envelope must also contain 2 sealed envelopes, one containing the technical proposal and the other one the financial proposal**. Each of these envelopes must clearly indicate the content (“Technical” and “Financial”).

### 1.3 Identification of the tenderer

The tenderer must be clearly identified, and where the tender is submitted by an organisation, a company the following administrative information and documents must be provided (see **administrative identification form** attached as **Annex I**):

Full name of organisation/company, **copy of legal status**, registration number, address, person to contact, person authorised to sign on behalf of the organisation (**copy of the official mandate** must be produced), telephone number, facsimile number, VAT number, banking details: bank name, account name and number, branch address, sort code, IBAN and SWIFT address of bank: a **bank identification form** must be filled in and signed by an authorised representative of each tenderer and his banker. A standard form is provided in **Annex II** and a specific form for each Member State is available at the following Internet address:

[http://europa.eu.int/comm/budget/execution/ftiers\\_fr.htm](http://europa.eu.int/comm/budget/execution/ftiers_fr.htm).

Tenders must be submitted individually. If two or more applicants submit a joint bid, one must be designated as the **lead contractor and agent responsible**. The Commission will conclude a single contract with a single contractor.

Tenders from consortia of firms or from groups of service providers must specify the role, qualifications and experience of each member of the group. Refer also to §9 of the present specifications and article II.13 in the general conditions of the model service contract.

### 1.4 Financial offer

The tender shall provide a financial offer, including a full breakdown of prices by type and unit for each task described in part 1, separating costs of personnel from travel and subsistence costs. In particular, the daily professional fees for each member and each category of staff engaged in the project must be specified, as well as the total number of days each member of staff will contribute to the work should. In the event that the Tenderer is awarded the contract, only the total price will be binding.

The contract prices shall be firm and not subject to revision. They must be quoted free of all duties, taxes and other charges, including VAT, as the European

Communities are exempt from such charges under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities. The amount of VAT should be shown separately if the Tenderer believes that they are obliged to charge VAT.

The Tenderer must sign the Financial Offer. The signature of the tender commits the Tenderer vis-à-vis the Contracting Authority.

### **1.5 Opening of the tenders:**

The opening of received tenders will take place on **22/08/2006**, at **10.00** in the Commission building located in 33 avenue de Beaulieu, B-1160 Brussels.

One authorised representative of each tenderer may attend the opening of the tenders. Tenderers who plan to attend the opening session have to inform the responsible service by e-mail (info-a-2@cec.eu.int), fax (+32 229 92 290) or letter at least 24h in advance.

## **2. GROUNDS FOR EXCLUSION OF TENDERERS**

**2.1** Pursuant to Article 45 (2) of Council Directive 2004/18/EC relating to public service contracts and to Article 93 of the Financial Regulation, the Commission will exclude tenderers from participation in the procurement procedure if:

- (a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) they have been convicted of an offence concerning their professional conduct by a judgement which has the force of res judicata;
- (c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- (d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- (e) they have been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- (f) following another procurement procedure or grant award procedure financed by the Community budget, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.

Tenderers must certify that they are not in one of the situations listed in paragraph 1 (see **Annex III: Exclusion criteria and non-conflict of interest form**). If the tender is proposed by a consortium this form must be submitted by each partner.

In addition, tenderers must submit evidences that they are not in one of the situation described in point (a), (b), (d), (e) above. If the tender is proposed by a consortium these evidences must be submitted by each partner.

The contracting authority shall accept as satisfactory evidence that the candidate or tenderer is not in one of the situations described in point (a), (b) or (e) above, production of a recent extract from the judicial record or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied.

The contracting authority shall accept as satisfactory evidence that the candidate or tenderer is not in the situation described in point (d) above, a recent certificate issued by the competent authority of the State concerned.

Where no such certificate is issued in the country concerned, it may be replaced by a sworn declaration 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 origin or provenance.

**2.2 Contracts may not be awarded** to candidates or tenderers who, during the procurement procedure:

- (a) are subject to a conflict of interest;
- (b) are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the contract procedure or fail to supply this information.

The Commission requires a signed declaration upon submission of the tender - equally binding on any sub-contractors - that on the date of submission of the tender, the company or organisation he represents and the staff proposed for this tender are not subject to a conflict of interest in the context of this invitation to tender; and that he undertakes to inform the Commission, without delay, of any changes to this situation after the date of submission of the tender (see **Annex III: Exclusion criteria and non-conflict of interest form**).

### **2.3 Administrative and financial penalties**

By returning the form in Annex III, duly signed, tenderers confirm that they have been notified of the following points.

Each institution has a central database containing information on tenderers who have been in one of the situations described under 2.1 and 2.2 above. The sole purpose of this database is to ensure, in compliance with Community rules on the processing of personal data, that the above-mentioned cases of exclusion are applied correctly. Each institution has access to the databases of the other institutions.

Administrative or financial penalties may be imposed by the Commission on tenderers who are in one of the cases of exclusion provided for in 2.1 and 2.2 above after they have been given the opportunity to present their observations.

These penalties may consist of:

- a) exclusion of the tenderer from contract and grant award procedures financed by the Community budget for a maximum of five years;

b) in the payment of financial penalties by the contractor in the case referred to in f) and by the tenderer in the cases referred to in art 2.2 a) and b) above where they are really serious and without exceeding the value of the contract in question.

The penalties imposed shall be in proportion to the importance of the Contract and the seriousness of the misconduct. In detail, and in accordance with Article 133 of the Regulation laying down the rules for the implementation of the Financial Regulation (OJ L 357/1 of 31 December 2002), these penalties may be as follows:

- a) Without prejudice to the application of penalties laid down in the contract, tenderers and contractors who have been guilty of making false declarations or have been found to have seriously failed to meet their contractual obligations in an earlier procurement procedure shall be excluded from all contracts and grants financed by the Community budget for a maximum of two years from the time when the infringement is established, as confirmed after an adversarial procedure with the contractor.

That period may be extended to three years in the event of a repeat offence within five years of the first infringement.

Tenderers who have been guilty of making false declarations shall also receive financial penalties representing 2% to 10% of the total value of the contract being awarded.

Contractors who have been found to have seriously failed to meet their contractual obligations shall receive financial penalties representing 2% to 10% of the total value of the contract in question.

This rate may be increased between 4% and 20% in the event of a repeat offence within five years of the first infringement.

- b) In the cases referred to in points a), c) and d) of 2.1, the tenderers shall be excluded from all contracts and grants for a maximum of two years from the time when the infringement is established, as confirmed after an adversarial procedure with the contractor.

In the cases referred to in points b) and e) of 2.1 above, the tenderers shall be excluded from all contracts and grants for a minimum of one year and a maximum of four years from the date of notification of the judgment.

Those periods may be extended to five years in the event of a repeat offence within five years of the first infringement or the first judgment.

- c) The cases referred to in point e) of 2.1. above shall be the following:
- i. cases of fraud as referred to in Article 1 of the Convention on the protection of the European Communities' financial interests drawn up by Council Act of 26 July 1995 (OJ C 316, 27.11.1995, p. 48);
  - ii. cases of corruption as referred to 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 (OJ C 195, 25.6.1997, p. 1);

- iii. cases of participation in a criminal organisation, as defined in Article 2(1) of Joint Action 98/733/JHA of the Council (OJ L 351, 29.12.1998, p. 1);
- iv. cases of money laundering as defined in Article 1 of Council Directive 91/308/EEC (OJ L 166 of 28 June 1991, p. 77).

### **3. SELECTION CRITERIA**

The following criteria will be used to select the tenderers. If the tender is proposed by a consortium these criteria must be fulfilled by each partner.

Documentary evidence of the tenderers' claims in respect of the below-mentioned criteria is required.

#### **3.1 Professional Information**

The tenderer must provide evidence of enrolment (declaration or certificates) in one of the professional or trade registers, in country of establishment;

#### **3.2 Financial and Economic capacity**

Proof of financial and economic standing may be furnished by one or more of the following references:

- annual accounts, balance sheet or extracts therefrom where publication of the balance sheet is required under company law in the country of establishment;
- statement of the undertaking's overall turnover and its turnover in respect of the services to which the contract relates for the previous three financial years;

If, for any valid reason, the service provider is unable to provide the references requested by the contracting authority, he may prove his economic and financial standing by any other document which the contracting authority considers appropriate.

#### **3.3 Technical Background**

Tenderers must provide evidence of:

- a) their past experience over the past 5 years in carrying out similar studies, data collection and analysis across multiple territories, use of data collection and data analysis tools; drafting of reports, formulation of recommendations in the context of public policy development.
- b) their knowledge of the European audiovisual industry;
- c) their relations and contacts with the European cinema environment and capability to mobilise professionals and stakeholders.

Each tenderer's application dossier must also include:

- the staff chart of the organisation and the CVs of the staff who will be responsible for the evaluation work and of any partners likely to be involved, giving details of

their professional experience, their specific contributions to the evaluation and the qualifications and linguistic abilities of each partner;

- a list of the principal services provided during the last three years, indicating the subject, the amount, the date and the recipient of the services provided (public or private);
- the list of partners participating in the work across all the countries concerned, where a single contractor represents a partnership in order to fulfil the conditions required by these Specifications.

Tenders from consortia of firms or from groups of service providers must specify the role, qualifications and experience of each member of the group. The Commission will conclude a single contract with a single contractor.

N.B.: Tenderers omitting to meet any of these requirements will be excluded.

#### **4. AWARD CRITERIA**

##### **4.1 Technical criteria**

The contract will be awarded to the economically most advantageous tender, on the basis of the following criteria:

- (a) the quality of the tender, evaluated by technical criteria;
- (b) the price (resulting from a clear and complete budgetary plan).

In particular, the tender must refer to all the activities and tasks listed in the present tender specifications. The following award criteria will be applied:

| No | Qualitative award criteria  | Weight (maximum score) |
|----|---|------------------------|
| 1. | Understanding of the subject, objectives of the tasks to be carried out and exploitation of results.  | 25                     |
| 2. | Quality of the methodology proposed in order to carry out the tasks specified and achieve the objectives of the study, including the approach to collect and process the necessary information and material. In particular, tenderers must describe how they intend to identify and survey the appropriate interested parties in the territories covered by the study (see point 1.). | 40                     |
| 3. | Quality of the proposed project planning and management, including work plan and delivery timeframe.  | 25                     |
| 4. | Clarity and consistency of the offer  | 10                     |
|    | <b><i>Total number of points</i></b>  | 100                    |

The selected tender is assessed according to the above qualitative award criteria and the weighting applicable to each criterion.

***Tenders scoring less than 60 % in the points total or less than 50% in the points awarded for one criterion will be excluded from the rest of the assessment procedure.***

The points scored for the above qualitative criteria will be compared to the price, and the contract will be awarded to the tender which is the most cost-effective (offers the best value for money) on the basis of a ratio between the total points scored and the price.

## 4.2 Price

Tenders must state a total fixed price in euro exclusively. Prices quoted should be exclusive of all taxes.

The price must be broken down into the following categories:

(a) Professional fees : must cover all expenditure incurred in the performance of the contract with the exception of those under (b) and (c) below. The labour cost for each category of staff engaged in the project must be specified. The daily rate for labour of each member of staff and the total number of days each member of staff will contribute to the work should be provided.

(b) Travel and Subsistence Costs : In the event of travel being necessary to carry out the duties specified in the tender, travel and subsistence costs shall be reimbursed in accordance with Article II.7, "Reimbursement", of the contract. The amount specified in the tender shall be the maximum reimbursable amount.

(c) Other Costs (if applicable): break down by category

The European Commission, in conformity with the Protocol on the Privileges and Immunities of the European Community annexed to the Treaty of April 8th, 1965, setting up a single Council and a single Commission for the European Community, is exempt from all duties, taxes and dues.

## **5. AWARD OF THE CONTRACT**

The Contract will be awarded to the tender offering the best value for money, which will be the one with the best price-quality ratio, taking into account the awarding criteria listed in point 4. The qualitative score obtained for the technical criteria will be divided by the total price of the tender.

## **6. PAYMENT AND STANDARD CONTRACT**

Payments under the contract shall be made in accordance with articles I.4 and II.4 of the model contract attached.

Depending on the financial solidity of the tenderer, payment of the pre-financing may be made conditional upon the furnishing by the Contractor of a financial guarantee. The guarantee shall be supplied by a bank or an authorised financial institution. The guarantee shall be denominated in euro. The guarantee shall be released as and when the pre-financing is deducted from interim payments or payments of balances to the contractor in accordance with the terms of the contract.

In drawing up the bid, the tender should take account of the provisions of the standard contract which include the “General terms and conditions applicable to contracts”

## **7. VALIDITY**

Period of validity of the tender: 6 months from the deadline of submission given above.

## **8. ADDITIONAL PROVISIONS**

- Changes to tenders will be accepted only if they are received on or before the final date set for the receipt of tenders.
- Expenses incurred in respect of the preparation and presentation of tenders cannot be refunded.
- No information of any kind will be given on the state of progress with regard to the evaluation of tenders.
- All documents submitted by tenderers will become property of the Commission and will be regarded as confidential.

## **9. SUBCONTRACTING**

The Contractor shall not subcontract without prior written authorisation from the Commission nor cause the Contract to be performed in fact by third parties. See also article II.13 of the model contract. Subcontractors should fill in the Administrative identification form provided in Annex I.

## **10. LIQUIDATED DAMAGES : see article II.16 of the model contract**

## **10. NO OBLIGATION TO AWARD THE CONTRACT**

Initiation of a tendering procedure imposes no obligation on the Commission to award the contract. Should the invitation to tender cover several items or lots, the

Commission reserves the right to award a contract for only some of them. The Commission shall not be liable for any compensation with respect to tenderers whose tenders have not been accepted. Nor shall it be so liable if it decides not to award the contract.

## **11. RESULTS**

The results of the service must be forwarded to the Commission of the European Communities in Brussels. The copyright will belong to the Commission, the Commission will in particular have the right to publish the results.

## **12. DISCLAIMER**

The following phrase is to be prominently displayed on the cover of each working paper and the final report of the study. The disclaimer should also be incorporated into the introduction of each working paper and final report.

**The opinions expressed in this study are those of the authors and do not necessarily reflect the views of the European Commission.**

**ANNEX I. ADMINISTRATIVE IDENTIFICATION FORM**

| <b><u>IDENTIFICATION OF THE TENDERER</u></b><br><i>(to be completed by the tenderer)</i>           |                |
|--|----------------|
| <b><u>IDENTITY</u></b>   |                |
| Name of tenderer   | .....          |
| Legal form of tenderer   | .....          |
| Date of registration   | .....          |
| Country of registration  | .....          |
| Registration number  | .....          |
| VAT number   | .....          |
| <b><u>ADDRESS</u></b>  |                |
| Address of Registered Office of the tenderer   | .....<br>..... |
| When appropriate, administrative address of tenderer for the purposes of this invitation to tender | .....<br>..... |
| <b><u>CONTACT PERSON</u></b>   |                |
| Name   | .....          |
| Forename   | .....          |
| Title (e.g. Dr, Mr, Mrs)   |                |
| Position (e.g. Manager)  |                |
| Telephone number   |                |
| Fax number   |                |
| e-mail address   |                |
| Internet address   |                |
| Other  |                |

| <u>NAMES OF LEGAL REPRESENTATIVES</u>   |                |
|---|----------------|
| And of other representatives of the tenderer who are authorised to sign contracts with third parties                  | .....<br>..... |
| <u>DECLARATION BY THE AUTHORISED REPRESENTATIVE OF THE ORGANISATION<sup>5</sup>:</u>                                  |                |
| <i>I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.</i> |                |
| Name  | .....          |
| Forename  | .....          |
| Title (e.g. Dr, Mr, Mrs)  | .....          |
| Position (e.g. Manager)   | .....          |
| Telephone number  | .....          |
| Fax number  | .....          |
| e-mail address  | .....          |
| Internet address  | .....          |
| Other   | .....          |

Date of signature: .....

**SIGNATURE:**

.....

---

<sup>5</sup> This individual must be included on the list of legal representatives; otherwise the signature on the tender will be valid.

## ANNEX II

### **FINANCIAL IDENTIFICATION FORM SPECIMEN FOR THE TENDERER**

*(to be completed by the tenderer and his financial institution)*

The tenderer's attention is drawn to the fact that this document is a specimen, and a specific form for each Member State is available at the following address: [http://europa.eu.int/comm/budget/execution/ftiers\\_fr/htm](http://europa.eu.int/comm/budget/execution/ftiers_fr/htm).

#### SIGNALETIQUE FINANCIER

| TITULAIRE DU COMPTE BANCAIRE |             |
|------------------------------|-------------|
| NOM                          |             |
| ADRESSE                      |             |
| COMMUNE/VILLE                | CODE POSTAL |
| PAYS                         | NUMERO TVA  |
| CONTACT                      |             |
| TELEPHONE                    | TELEFAX     |
| E - MAIL                     |             |

| BANQUE                |             |
|-----------------------|-------------|
| NOM DE LA BANQUE      |             |
| ADRESSE (DE L'AGENCE) |             |
| COMMUNE/VILLE         | CODE POSTAL |
| PAYS                  |             |
| NUMERO DE COMPTE      |             |
| IBAN (optionnel)      |             |

REMARQUES:

|   |
|---|
| CACHET de la BANQUE + SIGNATURE de l'INTERVENANT DE LA BANQUE (les deux obligatoires) |
|---|

|   |
|---|
| DATE + SIGNATURE DU TITULAIRE DU COMPTE (obligatoire) |
|---|

**ANNEX III.**

**EXCLUSIO**

*CPP 20A- 2006 – STUDY ON THE NEEDS AND PRA*

The undersigned: .....

Name of the company/organisation: .....

Legal address: .....  
.....

Registration number: .....

VAT Number: .....

Name of the signatory of this form (authorised to represent organisation):.....

Declares on his honour that the company or organisation that he represents:

- a) is not bankrupt or being wound up, is not having its affairs administered by the courts, has not entered in liquidation or a similar situation arising from a similar procedure provided for in national legislation or regulations;
- b) has not been convicted of an offence concerning professional conduct by a judgment which has the force of res judicata;
- c) has not been guilty of grave professional misconduct proven by any means which the contracting authority has found;
- d) has fulfilled obligations relating to the payment of social security contributions or the payment of taxes where the contract is to be performed;
- e) has not been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or similar activities;
- f) has not been declared to be in serious breach of contract for failure to comply with his contractual obligations.

In addition, the undersigned declares on his honour:

- g) that on the date of submission of the tender, the company or organisation he represents and the staff provide accurate information on any change in this situation which might occur after the date of submission of the tender;
- h) that the information provided to the Commission within the context of this invitation to tender is accurate.

By signing this form, the undersigned acknowledges that he is aware of the administrative and financial penalties provided for in the tender conditions.

.....

**Full name**

**Date**

**Signature**

