



DÉVELOPPEMENT
MÉDIAS

Adapted invitation to tender for Coordination Services for
Balkans Voices Project- Based in Western Balkans

Invitation to tender launched in an adapted procedure in accordance with Article
R.2123-4 and R.2123-4 of French Public Procurement Code

BIDDING REGULATIONS

Document no. 2

ARTICLE 1: PURPOSE OF THE CONTRACT – GENERAL PROVISIONS

1.1 Nature of the contract

This invitation to tender is an adapted invitation to tender that falls within the scope of the provisions of articles L.2123-4 and R.2123-1 of the Public Procurement Code.

The contract concluded shall be an administrative contract pursuant to the French Public Procurement Code.

The parties explicitly agree that this contract shall be governed by private law and that the provisions of the General Conditions of Contract for supplies and services and the General Conditions of Contract for professional services shall not apply to this contract.

1.2 Purpose of the contract

CFI needs an operator to provide specific services of Coordination Services, as set in the Technical Specifications (document no. 1), Western Balkans, based in Tirana, Albania.

1.3 General provisions

1.3.1 Subcontracting

Pursuant to article L. 2193-4 of French Public Procurement Code, subcontracting is not permitted without the prior agreement of CFI. In the event that CFI grants permission for subcontracting, the candidates must state the identity of the subcontractor they have chosen and the portion of the contract that they intend to subcontract.

Any service provider that deliberately provides inaccurate information in support of a request for acceptance of a subcontractor shall have its contract terminated at its own expense and risk.

In the same way, any secret subcontracting may be sanctioned with termination of the contract at the expense and risk of the company that holds the contract.

1.3.2 Applications

Pursuant articles L. 2141-1 to L. 2141-5, L. 2141-7 to L. 2141-10, and R. 2143-3 of the Public Procurement Code, the persons listed below (a)- to d)-) **may not bid for the contract as defined under article 1 of these regulations**, and shall therefore not be able to put forward a tender and act as a candidate and especially not as the service provider for the said contract:

a)- Anyone who has received a final conviction within the last five years for one of the following offences, stipulated by articles 222-38, 222-40, 313-1 to 313-3, 314-1 to 314-3, 324-1 to 324-6, 421-2-1, by the second paragraph of article 421-5, article 433-1, the second paragraph of article 433-2, the eighth paragraph of article 434-9, the second paragraph of article 434-9-1, articles 435-3, 435-4, 435-9, 435-10, 441-1 to 441-7, the first and second paragraphs of article

441-8, article 441-9, articles 445-1 and 450-1 of the criminal code and article 1741 of the general tax code;

b)- Anyone who has received a conviction within the last five years, listed in bulletin no. 2 of the police record for the offences mentioned in articles L. 8221-1, L. 8221-3, L. 8221-5, L. 8231-1, L. 8241-1 and L. 8251-1 of the labor code;

c)- Anyone who is subject to the compulsory liquidation procedure provided for under article L. 640-1 of the commercial code, **natural persons who have been declared bankrupt** in accordance with articles L. 653-1 to L. 653-8 of the same code and persons who are subject to an equivalent procedure governed by the laws of another country. Persons who have entered the process of receivership established by article L. 631-1 of the commercial code or an equivalent procedure governed by the laws of another country must provide proof that they have been authorized to continue their activities during the foreseeable period of performance of the contract;

d)- Persons who, as at 31 December of the year preceding that in which the call for tenders is launched, **have not submitted the declarations that they are required to submit under tax and company law or have not paid the taxes and contributions** that are payable by this date. However, persons who, as at 31 December of the year preceding that in which the call for tenders was launched, had not made the various payments due by that date or made any guarantees, but who, before the date on which the call for tenders was launched, and in the absence of any enforcement measures by the accountant or the body in charge of recovery, have either made the said payments or provided guarantees considered sufficient by the accountant or the body in charge of recovery, shall be regarded as being in order. Natural persons who are directors, either de facto or de jure, of a legal entity that does not comply with the conditions set out in this paragraph cannot tender personally for a contract. The list of taxes and contributions concerned is drawn up under conditions stipulated in the regulations.

N.B.: The provisions of paragraphs a)- to d)- above apply both to persons who put themselves forward as candidates and to those who are members of a group of persons that is a candidate.

Notifications relating to the contract shall be deemed to be valid if made to the address shown under article A of the Letter of Commitment.

It is essential that the tenders made by candidates comply with the Bidding Regulations and the Technical Specifications.

1.4 Submission of tenders

The candidates must submit their tenders:

Electronically to the email address lbd@cfi.fr (permitted software programs: WORD, EXCEL and PDF).

The emails containing the tenders must be received no later than:

4th June 2020 at 12h00 pm UT at the address below: lbd@cfi.fr

This deadline must not be exceeded. No tenders submitted after the date and time shown above will be taken into account.

Documents that are submitted after the date and time shown, or for which acknowledgement of receipt is delivered after the date and time shown, will not be examined. They will be returned to the sender.

1.5 Term/deadlines for performance

The period for performance of this contract shall run from the date on which notification is given to the service provider until the latest 31st of January 2022.

1.6 Amendment of the details of the tender documents by CFI

CFI reserves the right to amend the details of the tender documents up to 10 days before the deadline set for submission of tenders. These amendments shall not alter the key points of the contract. It shall inform all candidates of the changes, ensuring that the principle of equality is respected.

Candidates must respond on the basis of the amended documents and may not lodge any complaint in this regard or deviate from the main guidelines in the amended documents.

1.7 Undivided tender

The contract comprises a single lot entitled "**Coordination Services for Balkans Voices Project-Based in Tirana, Albania**".

1.8 Contact details of the person responsible for the contract

The person responsible for the contract is CEO, Mr Marc Fonbaustier, 62, rue Camille Desmoulins, 92130 Issy-les-Moulineaux. The contact person is Léa Bertrand, Project Manager lbd@cfi.fr.

1.9 Location where the services will be provided

In Tirana, Albania, as set out in the technical specifications, and if required at CFI's head office at 62, rue Camille Desmoulins, 92130 Issy-les-Moulineaux.

1.10 Period of validity of the tender

The period of validity of the tender is set at 120 days from the deadline for receipt of tenders.

1.11 Contractual documents

The documents that constitute the contract include, in declining order of priority:

No. 1: The Technical Specifications

No. 2: These Bidding Regulations

No. 3: The Letter of Commitment

No. 4: The tender from the chosen candidate

No.5: The consulting agreement that CFI will establish for the chosen candidate.

In the event of any contradiction between the various provisions of these documents or of any difficulty in interpreting these provisions, the parties explicitly agree that the provisions of the Bidding Regulations and of the Technical Specifications shall prevail in that order.

ARTICLE 2: PRICE AND SETTLEMENT OF ACCOUNTS

2.1 The price, expressed in euros, shall be regarded as the total fixed price and in particular shall include the following:

- (i) any tax and para fiscal charges that must be levied on the service;
- (ii) all consultancy fees related to the execution of this contract;
- (iii) all professional expenses, vacations and all necessities required by the execution of this contract, including but not limited to: expenses for local travel, lodging, personal and professional set-up, if necessary, meals, etc.;

Except for missions and travels outside of the primary region of execution of services performed at the request of CFI as part of the project and the cost of which shall be fully reimbursed by CFI on presentation of supporting documents for expenditure, in accordance with CFI internal procedures.

- (iv) administrative fees related to the execution of the services, including but not limited to: copying, translation, secretarial services, legal and administrative formalities including all administrative authorizations necessary to carry out the activity in Albania.

If VAT applies under territorial regulations, VAT shall be added to the amount of the invoices at the applicable rate when the invoices are drawn up. If this rate changes during the period of the contract, the new rate shall apply ipso jure.

2.2 The price shall be fixed for the full period of performance of the contract.

The price shall be paid following a monthly invoice, mentioning the number of days invoiced and accompanied by a detailed timesheet.

The services that are the subject of the contract shall be paid for in arrears, within 30 days of the end of the month in which the invoice is received.

<p>The estimated overall price of the provision of services for the entire duration of the contract is estimated at a maximum of 63,000 euros excluding VAT (if applicable)</p>
--

ARTICLE 3: SUBMISSION OF APPLICATIONS AND TENDERS

3.1. Information concerning the application

The tender received from the candidate shall contain the following documents:

- Consultant's CV or outline of relevant skills and experience possessed by the consultant who will be carrying out the tasks and any key personnel who will work on the assignment;
- The bidding regulations, initialed, dated and signed, with a note stating "read and approved";
- The Technical Specifications, initialed, dated and signed, with a handwritten note stating "read and approved";
- The Letter of Commitment, initialed, dated and signed, with a note stating "read and approved";
- A technical proposal (will not exceed 3 pages):

The applicant will explain its understanding of the expectations of the service in a cover letter: it will report its own experience on how to approach the mission by justifying its approach through its knowledge of the issues in the project and the results of its past experiences;

- A financial proposal will be attached to the technical proposal and should provide the following details :

- ☐ flat rate per day (including the price of services and all other costs as detailed in 2.1);
- ☐ number of days of intervention planned; (The average number of days of intervention per month will be 17 days, for a total of 340 days over the 20 months of the contract duration)
- ☐ total flat rate cost of the service over the entire duration of the contract.

The financial proposal will be an overall flat rate, expressed in euros, excluding VAT if applicable. The bid validity period is 120 days from the deadline for receipt indicated in the Tender Rules;

- Any documents proving that the candidate fulfilled with all the legal requirements (registration, payment of taxes, etc.) to be working in Albania and travel in the project area (Albania, Bosnia Herzegovina, Kosovo, Montenegro, North Macedonia and Serbia) ;
- For an umbrella company an exhaustive and all-inclusive detailed financial offer is requested (Consultant daily fees (or charges included), cost for visa, work permit visa, umbrella company fees, etc.);
- Various types of documentation the candidate may consider useful (optional);

The response must be written in **French or English**. Any application that is incomplete shall be rejected.

ARTICLE 4: EVALUATION OF TENDERS

4.1 Only applications that (i) are complete, (ii) do not show any irregularities, (iii) contain all the documents requested and (iv) are received by the deadline, shall be examined.

Any other applications shall be rejected.

The Letter of Commitment, Bidding Regulations and Technical Specifications must be dated, signed and initialed and must bear the company's stamp; the signatory must not forget to state his/her name and position and provide his/her authorization to enter into commitments on behalf of the company.

4.2 Analysis of Tenders

Tenders that are in order shall be analyzed one by one and then comparatively.

Based on this analysis, CFI may invite candidates for an oral presentation and may ask them to give further details or additional information that it considers necessary with regard to the content of their tender.

Tenders shall be evaluated and classified in accordance with the following weighted criteria:

Qualifications (project management, coordination, organization of events)	40
Knowledge of the region and local context	30
Relevant Experiences (Youth, Media, Cultural cooperation)	20
Costs of the service excluding tax	10

The evaluation will be based on a total score of 100.

The contract shall be awarded to the candidate that submits the tender with the highest overall score.

We would like to point out that the contract will not necessarily be awarded to the candidate who asks for the lowest price.

We would like to remind candidates that, in accordance with the provisions of article R.2144-7 of Public Procurement Code:

"If a candidate or tenderer is in a case of exclusion, does not meet the conditions for participation set by the buyer, produces, in support of his application, false information or documents, or cannot produce in the deadline the supporting documents, the means of proof, the complements or explanations required by the buyer, his application is declared inadmissible and the candidate is eliminated.

In this case, when the verification of the applications comes after the selection of the candidates or the classification of the tenders, the candidate or the tenderer whose candidacy or the offer

was classified immediately after his / hers is solicited to produce the necessary documents. If necessary, this procedure may be reproduced as long as there are still admissible applications or offers which have not been rejected on the ground that they are inappropriate, irregular or unacceptable. "(free translation).

In accordance with the provisions of articles R.2152-3 et seq. of Public Procurement Code, if a tender appears abnormally low, CFI may reject it on reasonable grounds after requesting any further details it considers useful in writing and after checking the justification provided.

ARTICLE 5: INFORMATION

Any technical and/or administrative information may be requested by email only, for attention of Léa Bertrand, project manager, at **lbd@cfi.fr** no later than 10 days before the deadline for submission of tenders.

CFI shall communicate its responses to questions no later than 6 days before the deadline set for receipt of tenders.

ARTICLE 6: OWNERSHIP AND CONFIDENTIALITY

6.1 Ownership of the results

CFI shall have complete control of the study results from the point at which full payment is made for each phase of the service. CFI may use them as it sees fit within the context of its mandate and its activities. The candidate shall not report the study results or use them in any way without obtaining the advance written permission of CFI.

6.2 Confidentiality

CFI is the owner of all technical, administrative, financial and legal documents that it supplies during the bidding process, with the exception of information that was distributed to the public before these documents were supplied and/or that has officially fallen into the public domain.

Any reproduction, exploitation, use or representation in any form or using any medium is strictly prohibited (Intellectual Property Code). Nevertheless, in order to comply with requirements in terms of the number of copies of documents to be supplied, the candidate may reproduce these documents as many times as necessary, on the explicit condition that these are strictly for internal use.

Information that is liable to be brought to the attention of candidates during the process of this invitation to tender shall be provided solely in order to enable them to submit a tender.

The candidates agree not to disclose this information by any means, nor to use it to their advantage.

The candidate therefore undertakes, with regard to all information communicated by CFI, with the exception of information that was distributed to the public before this communication and/or that has officially fallen into the public domain:

- not to communicate, disclose or reveal to third parties any information communicated by CFI, whatever the content of this information;
- not to use, either directly or indirectly, any information communicated by CFI, whatever the content of this information;
- not to communicate, disclose, reveal, use, exploit or market, either directly or indirectly, the documents, methods, tools, know-how, manufacturing secrets or processes communicated by CFI;
- to return all documents that have been supplied to it by CFI upon conclusion of this bidding process;
- to ensure that its staff comply with this confidentiality clause;
- to ensure that its advisers comply with this confidentiality clause if they have access to the information and/or documents supplied.

In the same way, CFI may use documents supplied by the candidates only within the context of its mandate and its activities.

This confidentiality obligation shall apply indefinitely.

6.3 Guarantees

The service provider declares that it has the rights to operate the services that are the object of this contract, with no restrictions or reservations.

The service provider shall guarantee CFI against any appeal or action that any person or company that has been involved directly or indirectly in the provision of the services could take on any grounds in connection with CFI's exercising of its rights.

The service provider shall guarantee CFI against any appeal or action that may be taken by natural persons or legal entities that have not been involved in production or implementation but that believe they have rights of any kind that they can assert over all or part of the services or their operation by CFI.

6.4 Insurance

The service provider guarantees CFI that she/he has contracted an insurance policy covering all of medical and repatriation expenses in case of travel, valid in all of the countries where the services will be provided and throughout the entire duration of the contract.

The service provider guarantees CFI that she/he has contracted civil and professional liability insurance valid in all of the countries where the services will be provided and throughout the entire duration of the contract.

It will provide the certificates to CFI upon CFI's request at any time.

Approved by the company
Chief Executive Officer
Mr Marc FONBAUSTIER

Approved by the representative of CFI

Issy-les-Moulineaux
Stamp and signature

Stamp and signature