

INVITATION TO TENDER
FOR EU FILM FESTIVAL IN CHINA (2010)

1. The European Commission is planning to award the public contract referred to above through a tender process. Please see Annex I for further details.
2. If you are interested in this contract, you should submit a tender in triplicate in one of the official languages of the European Union.
3. Please submit your tender either by post or by courier not later than 09/04/2010, in which case the evidence of the date of dispatch shall be constituted by the postmark or the date of the deposit slip, to the following address:

<i>Delegation of the European Union to China</i>
<i>For the attention of Mr. William FINGLETON</i>
<i>No.15 Dongzhimenwai Dajie, Sanlitun, Beijing 100600</i>
CHINA

Fax: (+86-10)8454 8011

E-mail: delegation-china-press@ec.europa.eu

4. Tenders must be placed inside two sealed envelopes. The inner envelope, addressed to the department indicated in the invitation to tender, should be marked as follows: "Invitation to tender - not to be opened by the internal mail department". If self-adhesive envelopes are used, they must be sealed with adhesive tape and the sender must sign across this tape.

The inner envelope must also contain two sealed envelopes, one containing the technical specifications and the other the financial bid. Each of these envelopes must clearly indicate the content ("Technical" and "Financial").

5. The specification, listing all the documents that must be produced in order to tender, including supporting evidence of economic, financial, technical and professional capacity [unless specified in the contract notice,] and the draft contract are attached.

6. Tenders must be:
 - signed by the tenderer or his duly authorised representative;
 - perfectly legible so that there can be no doubt as to words and figures
7. Period of validity of the tender, during which tenderers may not modify the terms of their tenders in any respect: 3 months from 09/04/2010.
8. Submission of a tender implies acceptance of all the terms and conditions set out in this invitation to tender, in the specification and in the draft contract and, where appropriate, waiver of the tenderer's own general or specific terms and conditions. It is binding on the tenderer to whom the contract is awarded for the duration of the contract.
9. Contacts between the contracting authority and tenderers are prohibited throughout the procedure save in exceptional circumstances and under the following conditions only:
 - Before the final date for submission of tenders:
 - * At the request of the tenderer, the contracting authority may provide additional information solely for the purpose of clarifying the nature of the contract.

Any requests for additional information must be made in writing only to:

<i>Delegation of the European Union to China</i>
<i>For the attention of Mr. William FINGLETON</i>
<i>No.15 Dongzhimenwai Dajie, Sanlitun, Beijing 100600</i>
<i>CHINA</i>

Fax: (+86-10)8454 8011

E-mail: delegation-china-press@ec.europa.eu

Requests for additional information received less than five working days before the closing date for submission of tenders will not be processed (*for practical reasons*).

- * The Commission may, on its own initiative, inform interested parties of any error, inaccuracy, omission or any other clerical error in the text of the call for tenders.
 - * Any additional information including that referred to above will be sent simultaneously to all tenderers who have requested the specification.
- After the opening of tenders
 - * If clarification is required or if obvious clerical errors in the tender need to be corrected, the contracting authority may contact the tenderer provided the terms of the tender are not modified as a result.
10. This invitation to tender is in no way binding on the Commission. The Commission's contractual obligation commences only upon signature of the contract with the successful tenderer.

Up to the point of signature, the contracting authority may either abandon the procurement or cancel the award procedure, without the candidates or tenderers being entitled to claim any compensation. This decision must be substantiated and the candidates or tenderers notified.

11. You will be informed whether or not your tender has been accepted.
12. If your offer includes subcontracting, it is recommended that contractual arrangements with subcontractors include mediation as a method of dispute resolution.
13. Processing your reply to the invitation to tender will involve the recording and processing of personal data (such as your name, address and CV). Such data will be processed pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. Unless indicated otherwise, your replies to the questions and any personal data requested are required to evaluate your tender in accordance with the specifications of the invitation to tender and will be processed solely for that purpose by the Delegation of the European Union to China & Mongolia. You are entitled to obtain access to your personal data on request and to rectify any such data that is inaccurate or incomplete. If you have any queries concerning the processing of your personal data, you may address them to the Delegation of the European Union to China & Mongolia. You have the right of recourse at any time to the European Data Protection Supervisor for matters relating to the processing of your personal data¹.
15. You are informed that for the purposes of safeguarding the financial interest of the Communities, your personal data may be transferred to internal audit services, to the European Court of Auditors, to the Financial Irregularities Panel and/or to the European Anti-Fraud Office (OLAF).

Data of economic operators which are in one of the situations referred to in Articles 93, 94, 96(1)(b) and 96(2)(a) of the Financial Regulation² may be included in a central database and communicated to the designated persons of the Commission, other institutions, agencies, authorities and bodies mentioned in Article 95(1) and (2) of the Financial Regulation. This refers as well to the persons with powers of representation, decision making or control over the said economic operators. Any party entered into the database has the right to be informed of the data concerning it, up on request to the accounting officer of the Commission.

ANNEX I

¹ Clause to be used where the processing of personal data falls within the scope of Regulation (EC) No 45/2001. It applies to the processing of personal data wholly or partly by automatic means, and to the processing other than by automatic means of personal data which form part of a filing system or are intended to form part of a filing system, viz. any structured set of personal data which is accessible according to specific criteria. Any questions should be referred to your DG's data protection coordinator or the Commission's data protection officer (<http://www.cc.cec/dataprotectionofficer/>). You should add to this clause a reference to any other recipients. If the data controller decides that additional information is needed, information regarding the legal basis of the processing operation and time limits for storing data can be included."

² Council Regulation (EC, Euratom) No 1605/2002 of 25 June 2002 (OJ L 248 of 16.09.2002), as amended by Council Regulation (EC, Euratom) No 1995/2006 of 13 December 2006 (OJ L 390 of 30.12.2006)

EU FILM FESTIVAL IN CHINA (2010)

I Preliminary information concerning the invitation to tender

1. Subject of the contract

The Delegation of the European Union to China ("the Delegation") is planning to hold an EU Film Festival in China, in Beijing and two other provincial cities in China during the whole month of November 2010.

Requested services essentially include the overall conception, planning and execution of the film festival. The contractor would work closely with the Delegation and designate a team to provide the requested services in a timely and professional manner.

2. Starting date of the contract and duration of the tasks

The contract(s) should be signed before the end of June 2010. Duration of the tasks will be 6 months.

The execution of the tasks may not start before the contract has been signed. The period of execution of the tasks may be extended, only with the written agreement of the contracting parties, before the end of the period originally stated in the contract for their execution.

3. Period of validity of the tender

The offer must remain valid for a period of 3 months following the final date for submitting tenders (see below). During this period, tenders must maintain all the conditions of their bids.

4. Terms of payment

Terms of payment will be in accordance with the service contract as decided by both parties.

5. Guarantees

No guarantee is required.

6. General terms and conditions for the submission of tenders

Submission of a tender implies that the Contractor accepts all the terms and conditions set out in these specifications (including the annexes) and waives all other terms of business.

Submission of a tender binds the Contractor to whom the contract is awarded during performance of the contract.

Once the Commission has accepted the tender, it shall become the property of the Commission and the Commission shall treat it confidentially.

The Commission shall not reimburse expenses incurred in preparing and submitting tenders.

The Protocol on the Privileges and Immunities or, where appropriate, the Vienna Convention of 24 April 1963 on Consular Relations shall apply to this invitation to tender.

7. No obligation to award the contract

The tendering procedure shall not involve the Commission in any obligation to award the contract.

No compensation may be claimed by tenderers whose tender has not been accepted, including when the Commission decides not to award the contract.

8. Price

The final price of the contract will depend on the bids, and price will be a factor in considering the winning bid. In any case the total value of the contract will not exceed EUR 60,000.

9. Place of performance

The place of performance of the tasks shall be the Contractor's premises or any other place indicated in the tender, with the expectation of the Commission's premises.

II Form and content of the tender

1. General

Tenders must be clear and concise, with continuous page numbering, and assembled in a coherent fashion (e.g. bound or stapled if submitted in hard copy, or in clearly marked electronic documents if submitted electronically).

Tenders shall be written in English.

Tenders **must include** the following information:

- all the **information and documents requested by the Commission** in order to assess the tender;
- the **price in euros and/or RMB**

2. How to submit a tender

Tenders may be sent by registered post or email not later than 24th July 2009 (date as postmark) to the following address :

<i>Delegation of the European Union to China</i> <i>Invitation to Tender: EU Film Festival in China</i> <i>For the attention of Mr. William FINGLETON</i>
<i>No.15 Dongzhimenwai Dajie, Sanlitun, Beijing 100600</i> <i>Email: Delegation-china-press@ec.europa.eu</i>

3. STRUCTURE OF THE TENDER

All tenders must be presented in two sections.

3.1. Section One: Technical proposal

The technical proposal must meet the technical specifications set out below and provide, as a minimum, all the information needed for the purpose of awarding the contract.

3.2. Section Two: Financial proposal

The tenderer's attention is drawn to the following points:

- **prices must be expressed in euros and/or RMB;**
- **prices should be quoted with all duties, taxes and other charges noted separately.**

III Assessment and award of contract

The assessment will be based on each tenderer's bid. In addition, the Commission reserves the right to use any other information from public or specialist sources.

All the information will be assessed in the light of the criteria set out in these specifications. The procedure for the award of the contract will concern only admissible bids.

1. Exclusion criteria

1. Candidates or tenderers shall be excluded from participation in a 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 judgment 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 judgment 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.

2. Candidates or tenderers must certify that they are not in one of the situations listed in paragraph 1.

2. Selection and Award criteria

1. The candidate must submit the following information/documents:

name of the company/individual, address, telephone and fax numbers, VAT number if available, a confirmed copy of the statutory documents and the registration certificate if available.

2. Candidates must have a sound financial and economic standing. Proof must be provided of the applicant's economic and financial standing if so requested.

3. The contract will be awarded according to two main criteria:

1) Financial proposal

2) Technical proposal

The candidate should submit the following information/documents as proof of their technical competence:

- detailed note explaining the scope of work as understood by the candidate and which shall be executed by him;
- general description of the company;
- CVs of the team/individual working for this contract;
- evidence of having undertaken similar projects.

3. Information for tenderers

The Commission will inform tenderers of decisions reached concerning the award of the contract, including the grounds for any decision not to award a contract or to recommence the procedure.

If a written request is received, the Commission will inform all rejected tenderers of the reasons for their rejection and all tenderers submitting an admissible tender of the characteristics and relative advantages of the selected tender and the name of the successful tenderer.

4. Award of the contract

The procurement procedure is concluded by a contract signed by the parties.

After the period of validity of the tender has expired, conclusion of the contract shall be subject to the tenderer's agreement in writing.

IV. Technical tasks to be carried out under the contract

The responsibilities of the contractor will include the following non-exhaustive list of tasks:

- 1) securing the venues where the film festival will take place
- 2) selection of films in consultation with all 27 member states
- 3) negotiations with producers to secure rights to use films for festival
- 4) negotiations with Chinese authorities in consultation with the Commission for any relevant permissions necessary to hold the festival
- 5) ensuring that appropriate subtitling is done in both Chinese and English
- 6) organising an appropriate opening ceremony to promote the festival
- 7) organising press conferences and other promotional events as appropriate to ensure the festival gets as wide as possible coverage in the media
- 8) production of promotional literature, posters, brochures, programmes and other promotional items etc.
- 9) media monitoring and writing a follow-up report once the festival is finished
- 10) managing the budget to ensure that all of the above, and any additional tasks, remain within the budget limits as set out in I.8 above
- 11) helping with visiting delegations

12) the running of competitions including the creation of an online voting process for the film most favoured by the general public