Adapted invitation to framework agreement to purchase orders for Video Production Services for Qudra2 Project in Jordan

Framework agreement to purchase order launched in an adapted procedure in accordance with Article \textit{L.2123-1} and \textit{R. 2123-4} of French Public Procurement Code\textsuperscript{1}

BIDDING REGULATIONS COMMON TO THE 4 LOTS

Document no. 1

\textsuperscript{1} Main French Public Procurement Code articles mentioned in this invitation to tender are detailed in Annex 1
PREAMBULE:

In all tender documents, translated legislative articles are free translations. In case of conflict between English and French version, French version shall prevail and be the only applicable one.

All the legal references mentioned in the tender documents have a hypertext link to French legislative texts.

Indeed, all references to the French Public Procurement Code mentioned in this invitation to tender are detailed in Annex 1.

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 French 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.

This contract is a non-exclusive framework agreement, with no minimum an maximum amount, in application of Article 2162-4 of French Public Procurement Code.

1.2 Purpose of the contract

These Bidding Regulations concern the production of 30 to 40 short videos on the issues of Employment, Health, Education, Water Management, Waste Management and any other topic identified during the project in Jordan.

The target audience of those videos will be Syrian refugees in Jordan, IDPs, returnees and vulnerable host communities.

The general objective of all videos is to foster social cohesion.

The Technical Specifications (document no. 2) set out what is expected from the service.

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 French 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.8221-7, 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 only in dematerialized form:

In accordance with the provisions of article R 2132-13 of the French Public Procurement code, CFI imposes the transmission of applications and offers by electronic form.

For this consultation, only electronic deposits are authorized at the following address: 
The transmission must be subject to a certain date of receipt and an electronic acknowledgment of receipt. Electronic signature of document is not required.

The tenders must be received no later than:

**Monday August 31st 2020 at 14:00 PM UTC**

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.

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

### 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 August 31st 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 15 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 Sections and lot

Pursuant to Article L.2113-10 of French Public Procurement Code, the tender comprises four lots:

- Lot number 1: Production of short videos, mix of documentary and feature, in Amman
- Lot number 2: Production of short videos, mix of documentary and feature, outside Amman
- Lot number 3: Production of short motion videos
- Lot number 4: Production of short animation videos

Tenderers may submit bids for one or more lots. Each lot will be allocated to a Service provider.

### 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.

### 1.9 Location where the services will be provided

Services will be provided in Jordan.
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: These Bidding Regulations
No. 2: The Technical Specifications
No. 3: The Letter of Commitment
No. 4: The price schedule
No. 5: The tender from the chosen candidate(s)
No. 6: The consulting agreement that CFI will establish for the chosen candidate(s).

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 fiscal and para fiscal charges that must be levied on the service (excluding VAT);
- (ii) all consultancy fees related to the execution of this contract;
- (iii) all professional expenses, vacations and all necessities required for the production and editing of the videos, including but not limited to: equipment for video shooting and production, software, costs related to movements/logistics for shooting of videos (including visits outside Amman), purchase of any copyrighted material such as fonts, music, pictures if necessary, translation and proofreading costs, etc.
- (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 Jordan.

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.

A purchase order will be established before the production of each video, on the basis of a specific quotation.

The price shall be paid in accordance with the following schedule:

- 40% at the signature of the purchase order
- 30% after the receipt of the final draft video
- the remaining 30% validation of the final versions of the video.

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.
ARTICLE 3: SUBMISSION OF APPLICATIONS AND TENDERS

This shall take place in a single phase, in which the applications and tenders shall be analyzed.

3.1. Information concerning the application

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

- The Letter of Commitment, initialed, dated and signed, with a note stating "read and approved";

- Technical offer including references for similar services (will not exceed 15 pages):
  o It is expected from applicants to provide a presentation of the company.
  o It is expected from applicants to declare for what lots he/she presents a proposal.
  o The applicant will explain its understanding of the expectations of the service.
  o The applicant will report his own previous experience with similar deliverables and present his creative approach through his/her knowledge of the issues in the project and the results of its past experiences.

- Financial offer: please complete the attached price schedule. The financial proposal will be per video, expressed in euros;

- The applicant will need to provide links with similar videos produced;

- Any documents proving that the candidate fulfilled with all the legal requirements (registration, payment of taxes, etc.) to be working in Jordan.

Tenderers can respond to one or more lots simultaneously. Tenderers can respond to the contract as a consortium.

If the response to the Tender is established in consortium, the Service provider must:
- Submit a single joint proposal for the lots concerned;
- Appoint a “Lead partner” Service provider for all lots;
- Describe the team structure, the specifics of each Service provider and budget allocated to each.

All stakeholders will work under the authority and in close collaboration with CFI.

Any application that is incomplete shall be rejected.

3.2. Information concerning the content of the tender

Consulting firms interested in carrying out this work must submit an expression of interest, including the following:
- 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 response must be written in 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.

Tenders will be evaluated separately for each lot.
Letter of Commitment, Bidding Regulations and Technical Specifications must be dated, signed and initialed; 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

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

CFI may introduce a phase of negotiations relating to the price, quality or deadlines of the contract or components of the performance of the contract, which shall be formalised in written exchanges, the duration of which may not exceed 15 days.

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

- Experience and quality of similar deliverables in Jordan: 40
- Specific experience with refugees: 10
- Presentation and quality of the creative approach: 30
- Costs per video: 20

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 PLACE platform, no later than 10 days before the deadline for submission of tenders:

CFI shall communicate its responses to questions no later than 5 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 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 (French 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.