

| **PUBLIC NOTICE FOR THE SELECTION OF A**  **SERVICE PROVIDER FOR THE DESIGN AND DELIVERY OF TRAININGS, CONSULTING AND MULTIMEDIA CONTENT PRODUCTION OF THE PROJECT “MOST - Media Organisations for Stronger Transnational Journalism”**  **Creative Europe Programme (CREA), GA number 101180285.** |
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| **Publication reference: UE/MOST/Service\_provision\_001\_MEDIA DEVELOPMENT**  **Link to CCI/OBCT website: \_\_\_\_\_\_\_\_\_\_\_\_** |

OBC Transeuropa, a department of and an online news provider published by CCI - Centro per la Cooperazione Internazionale, a non-profit association with registered and operating offices in Trento in vicolo San Marco 1,

**INFORMS THAT**

A public selection procedure is launched for the award of a service contract for the Design and Delivery of Trainings, Consultancy and Multimedia Content Production material.

The service contract is financed through the project “MOST - Media Organisations for Stronger Transnational Journalism”, Grant Agreement number 101180285 (tasks numbers: T2.1 Guiding an iterative needs assessment process; T2.2 Training on media viability in Krakow; T2.3 Mentoring and ad-hoc consultancy; T3.1 Iterative development of non-profit media viability strategies; T3.2 Analysing, segmenting, monetising partners’ audience; T3.3 Designing & piloting readers revenue models; T3.4 Designing & piloting service offering revenue models; T6.3 Documenting, reporting and sharing the learning outcomes of the project.

1. **Timetable**

|  | **Date** | **Time** |
| --- | --- | --- |
| Deadline for requesting clarification to CCI/OBCT | 2 December | Midnight (24:00), CET - Central European Time |
| Last date for CCI/OBCT to communicate clarifications | 10 December 2024 | Midnight (24:00), CET - Central European Time |
| **Deadline for submitting tenders** | **17 December 2024** | **Midnight (24:00), CET - Central European Time** |
| Interviews (if any) | 19 December 2024\* | To be defined |
| Completion date of the evaluation of the tenders | 20 December 2024\* | - |
| Notification of award | 20 December 2024\* | - |
| Contract signature | 23 December 2024\* | - |
| Start date | 30 December2025\* | - |

\*Provisional dates

The assignment referred to in this notice will take effect upon the signing of the contract and will expire on October, 31st 2026 and in any case after the delivery of the required outputs.

1. **Participation and subcontracting**

Participation in this tender procedure is open. Legal persons are not entitled to participate in this tender procedure or be awarded a contract if they are in any of the situations mentioned in ARTICLE 34 — ADMINISTRATIVE SANCTIONS AND OTHER MEASURES of the Annotated Grant Agreement and recalled in Part C of the Application Form of this procedure. Should they be in one of these situations, their tender will be considered either unsuitable or irregular. Subcontracting is not allowed.

1. **Content of tenders**

Offers, all correspondence and documents related to the tender exchanged by the tenderer and the contracting authority must be written or translated in **English**. For the purposes of interpreting the tender, the language of the procedure has precedence.

The tender must include a technical offer and a financial offer, which must be submitted via email (see clause 5). Failure to fulfil the requirements in clauses 3.1, 3.2 and 5 will constitute an irregularity and may result in rejection of the tender.

* 1. **Technical offer**

The Technical offer must include the following documents:

**(1)** The **tender forms** including:

1. The application form (see filename “03\_Tender submission\_form\_MOST”), which includes: **Part A: Application form** (signed); **Part B: Declaration** (signed); and **Part C: declaration on honour and exclusion criteria** (signed).
2. The **Financial Identification form** (see filename “08\_Financial\_Identification\_Form\_FIF”), to be completed and signed by the legal representative and by the bank, to indicate the bank account into which payments should be made if the tender is successful.
3. The **Legal Entity form** (see file name “07\_Legal\_Entity\_File\_LEF”), to be signed by the legal representative, and **supporting documents**.
4. **Duly authorised signature**: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company/joint venture/consortium is duly authorised to do so.
5. **A paper describing the proposed methodology to implement the service (including a proposed timeline of activities) and highlighting the bidder’s previous experience, taking into account the Terms of Reference and the evaluation criteria**. The paper should be a maximum of 7 pages, excluding the cover page and any other annexes. Please use the template provided (see filename 05\_Methodology). Links to websites or to samples of previous experience in training/multimedia production as a proof of the bidder’s capacity are appreciated.

**(2) Supporting documentation of the legal entity form:**

* Articles of association and Certificate of incorporation
* VAT registration / Tax clearance certificate (if applicable)

On the basis of its assessment of risks and on the value of the contract (which is less than the international thresholds for services of EUR 300 000), **CCI/OBCT has decided not to require evidence of other legal, regulatory, financial, economic, technical and professional capacity of economic operators.**

However, at any moment during the implementation of the contract, CCI/OBCT may decide to ask for additional documentary evidence to integrate the documents listed above. The service provider, at any moment during the implementation of the contract, may be asked to provide documentary evidence including:

(3) Documentary proof or statements required under the law of the country in which the company is effectively established, to show that it is not in any of the exclusion situations listed in the Declaration on honour on Exclusion and Selection Criteria of the Application form (file name: b3\_Application\_form). This evidence, documents or statements must be dated, no more than one year before the date of submission of the tender. In addition, a statement must be furnished stating that the situations described in these documents have not changed since then.

If the nature of your entity is such that it cannot fall into the exclusion situations and/or cannot provide the documents indicated above, a declaration explaining this situation must be provided. Examples of documentary proof include (non-exhaustive list):

* for situations a), c), d), f), g) or h) of section I of the Declaration on honour on Exclusion and Selection Criteria of the Application form (file name: b3\_Application\_form): 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 establishment showing that the requirements are satisfied.
* for situations a), and b) of section I of the Declaration on honour on Exclusion and Selection Criteria of the Application form (file name: b3\_Application\_form): a recent certificate issued by the competent authority of the State concerned. Where the certificate is not issued in the country concerned it may be replaced by a sworn/solemn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in the country of establishment.

(4) Documentary evidence of the financial and economic capacity as well as the technical and professional capacity according to the selection criteria specified in the contract notice/additional information about the contract notice.

Tenderers are reminded that the provision of false information in this tender procedure may lead to the rejection of their tender.

CCI/OBCT may waive the obligation to submit such documentary evidence if there is a material impossibility to provide such evidence. In this case, the tenderer must provide a statement justifying the impossibility to provide such evidence. Accepting the justification will be at the sole discretion of the contracting authority. Where the documentary evidence submitted is in a language other than English and Italian, or in any other language of the EU, it is strongly recommended to provide a translation into the language of the procedure, in order to facilitate the evaluation of the documents. Documentary proof or statements may be in copy. The originals must be available to send to the contracting authority upon request.

* 1. **Financial offer**

The financial offer must be presented as an amount in Euro and must be submitted using the template for the global-price version of this tender dossier (file name: 06\_Budget\_MOST).

Tenderers are reminded that the maximum budget available for this contract is **EUR 75.000 (seventy-five thousand euros and zero cents)**, including all taxes (VAT, social security, contributions, etc.), and incidental expenditures (travel, board, lodging, visa, insurance, etc.).

CCI/OBCT is not obliged to award the entire budget.

Payments under this contract will be made in the currency of the tender.

Tenderers are bound by their tenders for 90 days after the deadline for submitting tenders or until they have been notified of non-award. In exceptional cases, before the period of validity expires, CCI/OBCT may ask tenderers to extend the period for a specific number of days, which may not exceed 40. The selected tenderer must maintain its tender for a further 60 days. This 60-day period is added to the validity period irrespective of the date of notification.

1. **Additional information before the deadline for submitting tenders**

The tender dossier should be clear enough to avoid candidates having to request additional information during the procedure. Additional information may be requested in writing via email to [selezioni@cci.tn.it](mailto:selezioni@cci.tn.it). Please include the words “UE/MOST” in the subject line.

Any tenderer seeking to arrange individual meetings with CCI/OBCT concerning this contract during the tender period may be excluded from the tender procedure.

Clarifications will be published on the website: <https://www.cci.tn.it/> and on any other website on which the present tender was published, as deemed appropriate, before the deadline for the submission of tenders. The website will be updated regularly and it is the tenderers responsibility to check for updates and modifications during the submission period.

No information meeting is planned.

1. **Submission of tenders**

Tenders must be sent to CCI/OBCT before the date & time of deadline stated in the timetable, above. They must include the documents requested in clause 3.1 and 3.2 above and be sent by ordinary email with an automatic request of reading receipt to: [selezioni@cci.tn.it](mailto:info@cci.tn.it). Tenders received will be dated according to the receipt of the addressee.

All documents must be submitted in **PDF format**.

CCI/OBCT may, for reasons of administrative efficiency, reject any application or tender received, for any reason beyond the contracting authority's control, after the effective date of approval of the short-list report or of the evaluation report, if accepting applications or tenders that were submitted on time but arrived late would considerably delay the evaluation procedure or jeopardise decisions already taken and notified.

The subject line of the email must be UE/MOST/Service\_provision\_001\_MEDIA\_DEVELOMPENT followed by the tenderers’ name.

For instance: **UE/MOST/Service\_provision\_001\_MEDIA\_DEVELOPMENT\_YourCompanyName**

The text of the email should provide at least the following information:

1. the words ‘Not to be opened before the tender-opening session - Non aprire i file allegati prima della seduta della commissione’;
2. The name of the tenderer;
3. The list of attachments and their content.

| **IMPORTANT: The technical offer and the financial offer must be sent as separate files!** |
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1. **Amending or withdrawing tenders, costs of tenders’ preparation and ownership of tenders**

Tenderers may amend or withdraw their tenders by written notification prior to the deadline for submitting tenders. Tenders may not be amended after this deadline. Any such notification of amendment or withdrawal must be prepared and submitted by email. The subject line must be marked ‘Amendment’ or ‘Withdrawal’ as appropriate. The text must include an explanation of the amendment proposed.

No costs incurred by the tenderer in preparing and submitting the tender are reimbursable. All such costs must be borne by the tenderer, including the cost of interviewing proposed experts.

CCI/OBCT retains ownership of all tenders received under this tendering procedure. Consequently, tenderers do not have the right to have their tenders returned to them.

1. **Evaluation of tenders**
   1. **Evaluation of technical offers**

The quality of each technical offer will be evaluated by an evaluation committee in accordance with the award criteria and the weighting detailed in the evaluation grid of this tender dossier (file name: 10\_Evaluation\_Grid\_MOST). No other award criteria will be used. The award criteria will be examined in accordance with the requirements indicated in the terms of reference.

CCI/OBCT reserves the right to carry out checks, even on a sample basis, on the veracity of the declarations presented both during the proceeding and at its conclusion. The false declaration of possession of the requirements may result in the application of the criminal sanctions referred to in art. 76 of the Presidential Decree n. 445 of 28.12.2000 and the forfeiture of the right to assign the selected place.

CCI/OBCT assumes no responsibility for the case of dispersion of communications due to inaccurate or unclear transcription of personal data or of the address by the applicants or of failure or late communication of change of address indicated in the application, nor for any postal or telegraphic errors, or in any case attributable to a third party, fortuitous event or force majeure.

The evaluation committee may interview the key experts proposed in the technically compliant tenders, after having written provisional conclusions but before concluding the technical evaluation. If scheduled, the interview shall be conducted by telecommunication means (Google Meet or other) and the date and time of these interviews will be confirmed or notified to the tenderer at least three days in advance. If a tenderer is unable to participate in an interview by force majeure, a mutually convenient alternative date and time is arranged with the tenderer. If the tenderer is unable to participate in this second scheduled time, its tender may be eliminated from the evaluation process, at the discretion of the evaluation committee.

* 1. **Evaluation of financial offers**

Upon completion of the technical evaluation, the files containing the financial offers for tenders that were not eliminated during the technical evaluation will be opened (i.e. those with an average score of 75 points or more). Tenders exceeding the maximum budget available for the contract are unacceptable and will be eliminated. Any arithmetical errors are corrected without penalty to the tenderer such that, if there is a discrepancy between a fee rate and the total amount derived from multiplying the fee rate by the corresponding number of working days, the fee rate as quoted must prevail, unless the opinion of the evaluation committee contains an obvious error in the fee rate, in which event the total amount as quoted must prevail and the fee rate must be corrected.

1. **Choice of the selected tender**

**The best price-quality ratio is established by weighing technical quality against price on a 90/10 basis.**

1. **Confidentiality**

The entire evaluation procedure is confidential. The evaluation committee’s decisions are collective and its deliberations are held in closed session. The members of the evaluation committee are bound to secrecy. The evaluation reports and written records are for official use only and may be communicated neither to the tenderers nor to any party other than CCI/OBCT, the European Commission, the European Anti-Fraud Office and the European Court of Auditors.

1. **Ethics clauses**
2. Absence of conflict of interest. The tenderer must not be affected by any conflict of interest and must have no equivalent relation in that respect with other tenderers or parties involved in the project. Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or CCI/OBCT during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its tender and may result in administrative penalties according to the Financial Regulation in force.
3. Respect for human rights as well as environmental legislation and core labour standards. The tenderer and its staff must comply with human rights and applicable data protection rules, and must comply with the policy of zero tolerance in relation to sexual exploitation, abuse, and harassment.
4. Anti-corruption and anti-bribery. The tenderer shall comply with all applicable laws and regulations and codes relating to anti-bribery and anti-corruption.
5. Unusual commercial expenses. Tenders will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a payee who is not clearly identified or commissions paid to a company which has every appearance of being a front company. Contractors found to have paid unusual commercial expenses on projects funded by the European Union are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving EU funds.
6. Breach of obligations, irregularities or fraud. CCI/OBCT reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to breach of obligations, irregularities or fraud. If breach of obligations, irregularities or fraud are discovered after the award of the contract, CCI/OBCT may refrain from concluding the contract.
7. **Notification of award**

The successful tenderer will be informed in writing that its tender has been accepted. The successful tenderer shall then confirm its availability or unavailability to perform the contract within 2 days from the date of the notification of award.

1. **Signature of the contract**

Within 5 days of receipt of the contract already signed by CCI/OBCT, the selected tenderer shall sign and date the contract and return it to CCI/OBCT. Failure of the selected tenderer to comply with this requirement may constitute grounds for annulling the decision to award the contract. In this event, CCI/OBCT may award the tender to another tenderer or cancel the tender procedure.

The other tenderers will, at the same time as the notification of award is submitted, be informed that their tenders were not retained, by electronic means or standard letter. The corresponding contract award notice will be published on the website https://www.cci.tn.it, and on any other website on which the present tender was published, if deemed appropriate.

1. **Cancellation of the tender procedure**

In the event of cancellation of the tender procedure, CCI/OBCT will notify tenderers of the cancellation. If the tender procedure is cancelled before the outer envelope of any tender has been opened, the unopened and sealed envelopes will be returned to the tenderers. Cancellation may occur, for example, where:

* the tender procedure has been unsuccessful, i.e. no suitable, qualitatively or financially acceptable tender has been received or there is no valid response at all;
* there are fundamental changes to the economic or technical data of the project;
* exceptional circumstances or force majeure render normal performance of the contract impossible;
* all technically acceptable tenders exceed the financial resources available;
* there have been breach of obligations, irregularities or frauds in the procedure, in particular if they have prevented fair competition;
* the award is not in compliance with sound financial management, i.e. does not respect the principles of economy, efficiency and effectiveness (e.g. the price proposed by the tenderer to whom the contract is to be awarded is objectively disproportionate with regard to the price of the market).

In no event shall CCI/OBCT be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure, even if the contracting authority has been advised of the possibility of damages. The publication of a contract notice does not commit CCI/OBCT to implement the programme or project announced.

1. **Appeals**

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint.

1. **Data Protection**

Processing of personal data related to this tender procedure by CCI/OBCT takes place in accordance with the Italian national legislation, in compliance with Regulation 2016/679.

In cases where you are processing personal data in the context of participation to a tender (e.g. CVs of both key and technical experts) and/or implementation of a contract (e.g. replacement of experts) the tenderers shall accordingly inform the data subjects of the possible transmission of their data to EU institutions and bodies and communicate the above mentioned privacy statement to them.

1. **Early detection and exclusion system**

The tenderers and, if they are legal entities, persons who have powers of representation, decision-making or control over them, are informed that, should they be in one of the situations of early detection or exclusion, their personal details (name, given name if natural person, address, legal form and name and given name of the persons with powers of representation, decision-making or control, if legal person) may be registered in the early detection and exclusion system, and communicated to the persons and entities concerned in relation to the award or the execution of a procurement contract. For more information, you may consult the privacy statement available on <http://ec.europa.eu/budget/explained/management/protecting/protect_en.cfm>