

**Contract for the "Balkans Voices" Project**

**Design, organisation and set up of a regional support programme: selection process, conference and workshops for young players in the new media sector**

*Supporting players in the new media sector in the western Balkans*

**Contract subject to an adapted procedure in accordance with Article R.2123-1 of the French Code of Public Procurement Contracts**

**TENDER DOCUMENT**

**Document No. 1:**

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| --- |
| **1. PARTIES TO THE CONTRACT** |
| CONTRACTING AUTHORITY: Transtélé **Canal France International (CFI)**  Société Anonyme [public limited company],  With registered capital of €310,000  Registered office at 62, rue Camille Desmoulins  92441 Issy-les-Moulineaux, France  Represented by Mr. Thierry Vallat,  In his capacity as Chairman and Chief Executive Officer  Contact: Léa Bertrand (lea.bertrand@cfi.fr) |
| CONTRACTOR: *Section to be completed by the candidate:*  • **The Company**  With registered capital of:  Registered office at:  Represented by:  Post held:  RCS register of trade & commerce no.:  SIRET business registration no.:  APE primary business activity code: |
| **2. CONTRACT REFERENCES** |
| TITLE OF THIS CONTRACT: Contract for the “*Balkans Voices*” project; Design, organisation and set up of a regional support programme: selection process, conference and workshops for young players in the new media sector |
| PROCEDURE: Contract subject to an adapted procedure in accordance with Article R.2123-1 of the French Code of Public Procurement Contracts |
| **3. TERM OF CONTRACT** |
| The contract is entered into as from its date of notification.  The contract is forecast to start on 15/03/2021 at the earliest. |
| **4. CONTRACT DOCUMENTS APPENDED TO THE TENDER DOCUMENT:** |
| Quotation for each lot |
| **5. PRICES** |
| This is deemed to be a lump sum contract. |
| **6. IN THE CASE OF A GROUP OF ECONOMIC OPERATORS** |
| The Contractor consists of a group of economic operators:  ☐ Joint or ☐ Joint & Several  ***Breakdown by operator in the case of a group:*** *Section to be completed:*   |  |  |  |  | | --- | --- | --- | --- | | **Status** | **Purpose of the service** | **Proportion (%)** | **Amount (excl. tax)** | | Official representative |  |  | € | | Co-contractor 1 |  |  | € | | Co-contractor 2 |  |  | € | | Co-contractor 3 |  |  | € | | Co-contractor 4 |  |  | € | |
| **7. SUBCONTRACTING** |
| ***Subcontracted amount indicated in the contract***  This(these) form(s) constitute(s) a request for consent to one or more of the subcontractors concerned.  The total value of the subcontracted services in accordance with these appendices is summarised in the table below.   |  |  |  | | --- | --- | --- | | **Subcontractor** | **Nature of the service** | **Amount (excl. tax)** | |  |  | € | |  |  | € | | **Total:** | | € |   ***Subcontracted amount envisaged***  In addition, the table below details the nature and total value of work to be done by subcontractors and paid directly, after seeking the contracting authority’s agreement to them in the course of the work and obtaining the latter's approval for the related subcontracting payment terms and conditions.  The figures shown in this table are the maximum receivable that the subcontractor concerned may assign or offer as collateral security:   |  |  | | --- | --- | | **Nature of the service** | **Amount (excl. tax)** | |  | € | |  | € | | **Total:** | € | |

I, the undersigned *(surname, first name and job title),* duly authorised for the purposes hereof, acting on behalf of the XXX Company:

After reviewing:

* The rules and regulations for the tendering process
* The technical specifications

Undertake unreservedly, in accordance with the stipulations in the aforementioned documents, to perform the services (supply and/or services) that are the subject of this contract, under the terms and conditions defined below.

However, the tender that is thus submitted is only valid if the decision to award the contract takes place within 120 days from the deadline for receiving tenders, as set by the rules and regulations governing the tendering process. If the deadline for receiving tenders is deferred, the time limit for the validity of tenders will be extended by the same amount.

The contractor is obliged to notify the contracting authority without delay of any changes arising in the course of the performance of this contract in regard to:

* Persons with the authority to enter into commitments on the Contractor’s behalf;
* The legal form under which they conduct their business;
* Their company or business name;
* Their address or registered office address.

And generally any significant changes to the running of the company that may influence the progress of this contract.

I have duly noted, in accordance with the provisions in the rules and regulations on the tendering process that:

- CFI is the owner of all the technical, administrative, financial and legal documents it provides in this tendering process, except for information already made public prior to supplying said documents and/or information that has officially fallen into the public domain;

- Any reproduction, exploitation, use or representation in any form or medium whatsoever is strictly prohibited (French Intellectual Property Code). However, to ensure that the required number of copies of documents is provided, the Contractor may reproduce these documents as many times as necessary, on the express condition that they are used strictly for internal purposes only;

- In the context of this tendering process, CFI may communicate confidential information regarding its project.

Consequently, in respect of any information communicated by the Contracting Authority, except for information made publicly available prior to such communication and/or which has officially fallen into the public domain, I undertake:

* Not to communicate, disclose or divulge to third parties the information communicated by CFI, regardless of the content of the information;
* Not to use, either directly or indirectly, the information communicated by CFI, regardless of the content of the information;
* Not to communicate, disclose, divulge, use, exploit or market, either directly or indirectly, the documents, methods, tools, know-how, trade secrets or processes communicated by CFI;
* To ensure that my staff and subcontractors, if any, comply with this confidentiality clause;
* To ensure that my advisers comply with this confidentiality clause if the latter have access to the information and/or documents supplied;

I have also noted that:

- CFI may only use the documents supplied by candidates on a strictly confidential basis.

This tender, expressed in €, concerns the following:

Total value excluding VAT: ……………………………………

Applicable rate of VAT: ……………………………..

Total value including tax: …………………………………………….

Drawn up in a single original, at1

**DATE**2

**ON BEHALF OF THE CONTRACTOR**

*(Initial each page of the Tender Document and its appendices – Sign this page)*

Contractor’s signature:

**DATE**3



**ON BEHALF OF CFI**

Chairman and Chief Executive Officer’s signature:

1 Name of location to be entered by the Contractor.

2 Date to be entered by the Contractor.

3 Date to be entered by CFI.