Administrative, technical and regulatory Requirements

Organization of a 2-day specialized webinar
(France, Cambodia, Laos, Myanmar and Vietnam)

Closing of the #MekongNews project
MAOMD13

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1. About

CFI, the French Media Development agency is a subsidiary of the France Médias Monde group, and actively promotes the development of the media in Africa, the Arab world and South-East Asia. CFI will close its regional 2-year project called Mekong: Sustainable News (“MekongNews”) on April 15th, 2021. Launched in 2019, the MekongNews project is helping to improve how scientific news topics are being processed in the Mekong region, especially by digital media organisations. It is encouraging journalists to cover environmental subjects in a positive and humane way, by highlighting tangible solutions. The project is specifically financed by the Solidarity Fund for Innovative Projects, Civil Societies, French-Speaking Countries and Human Development, which is run by the French Ministry of Europe and Foreign Affairs.

On basis of these Terms of Reference, CFI aims to select multiple parties to provide consultancy services, when called for. The service is to address the need to organize a 2-day closing webinar specifically tailored to CFI partners, beneficiaries and experts. For a detailed description of the assignment, please refer to Annex 1. By handing in a proposal, participants accept all terms and reservations made in these Terms of Reference, and subsequent information and documentation in this tender procedure.
2. Object

CFI is seeking a Consultant/Organisation to design, facilitate and document the closing virtual meeting (webinar) of the MekongNews project gathering beneficiaries, scientists, experts and partners of the agency throughout the project. The Consultant/Organisation will also be expected to deliver a parallel, bespoke report on the ‘Lessons Learned in implementing the MekongNews project in Cambodia, Laos, Myanmar and Vietnam’ to enhance results for CFI future project implementation in Asia. The Consultant/Organisation should bring significant professional expertise in organizational learning and knowledge management as well as possess strong workshop design, facilitation and documentation skills.

3. Mission(s)

The objectives of the Service are to:

- Design and facilitate a 2-day online project closing event for about 100 participants from CFI partners, beneficiaries, experts and speakers, including a showcase of MekongNews good practices and published articles and documentaries throughout the project. Participants will come from 5 to 6 different countries (Cambodia, France, Laos, Myanmar, Thailand, Vietnam);
- Design and deliver all necessary materials (communications, program, invitations, online logistics & support for participants etc) with a short turnover time, high quality and based on a thorough understanding of CFI’s branding guidelines and visual identity. (See Annex 2 for a draft tentative programs);
- Produce a follow-up meeting summary report and recommendations for implementations of CFI future journalism projects in the region.

4. Specific activities to be completed to achieve the objectives:

4.1 Phases

Phase I (March 3rd – March 10th, 2021): This phase will include project set-up and appointment of a Consultant(s) by CFI. It will involve a call with the local coordination team before March 9th, 2021 in order to collaboratively design and optimize the implementation of the webinar. During this period, the Consultant/Organization should also design communications materials.

Phase II (March 10th – 23rd, 2021): This phase will involve scoping, design, scheduling and delivery of programs & invitations for the webinar. It will involve regular contact with CFI team in
Paris and Mekong region. Participants should register by March 29th. Speakers and moderators etc. should be confirmed by March 18th.

4.2 The likely audience

The likely primary audience for this webinar is journalists, newsrooms staff (beneficiaries) who have been involved in the MekongNews project in 2019 and 2020.

A secondary audience is the journalism training centers and media originations (partners) within those agencies who have been involved in the MekongNews project in 2019 and 2020.

5. Specific Deliverables and Timeline:

5.1 Deliverables

The Service provider is to deliver the following 3 outputs:

➢ Successful co-design and facilitation of the two-day CFI closing webinar meeting of the MekongNews project, including a showcase of MekongNews good practices and emerging lessons by April 9th, 2021.
➢ Production & delivery of a set of recommendations based on the feedback of participants to the webinar to enhance implementation of future projects by CFI in the region by April 9th, 2021.
➢ Design, facilitation and documentation of the whole webinar programmes in coordination with CFI MekongNews team.

5.2 Indicative Tender timeline

<table>
<thead>
<tr>
<th>TDRs advertised on CFI website</th>
<th>Advertisement issued on Tuesday February 17th, 2021 with deadline for applications including short proposal &amp; description of experience by Wednesday March 3rd, 2021.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deadline for questions regarding the project</td>
<td>February 23rd</td>
</tr>
<tr>
<td>Deadline for CFI's answers</td>
<td>February 27th</td>
</tr>
<tr>
<td>Proposal review and consultant contracting</td>
<td>By Tuesday, 3rd March 2021</td>
</tr>
<tr>
<td>Skype-based planning calls with CFI in order to design the programme, organize technical inputs</td>
<td>March 6th, 2021</td>
</tr>
<tr>
<td>Approval of communications materials for the webinar &amp; final programme</td>
<td>March 10th – 23rd, 2021</td>
</tr>
<tr>
<td>Invoice 1</td>
<td>March 23rd, 2021</td>
</tr>
<tr>
<td>Organize and facilitate the webinar</td>
<td>March 23rd – April 6th, 2021</td>
</tr>
</tbody>
</table>
5.3 Roles and responsibilities of the Consultant(s)/Organization

The Service provider is responsible for meeting all deliverables outlined in section 6.1 on time unless otherwise agreed with CFI. All work must follow the highest standards. The Service provider must also ensure that all reports and publications produced during the collaboration are factually correct and that all hyperlinks are active and accurate.

Should the Service provider(s) not be able to meet a particular deadline, they must advise CFI in writing at least one week in advance.

The Service provider must respond to all deliverable-related questions by CFI within one week.

6. Specific requirements

6.1 Topics for webinar sessions will be agreed with CFI MekongNews project team

They will mix project best practices and specific environmental scientific topics.

6.2 Possible topics to include:

➢ **What is science journalism and why is it so critical to cover environmental news?**
➢ **Gender and science: how to better include the gender issue in science reporting**
➢ **How is climate change humanized in the news?**
➢ **How are young people and their futures impacted by climate change?**
➢ **Why is it important for young people (the next generation) to defend and safeguard (and mobilize) environment and a more sustainable development.**
➢ **Case studies on audience engagement on environmental news.**
7. Qualifications and/or specialized knowledge/experience required and desirable for undertaking the assignment

This Service is open to Individual Consultants and registered organisations, throughout this document referred to as “The Consultant/The Organisation”.

**Essential requirements:**

- At least 2 years of professional experience in Workshop Design and Facilitation across private and public sectors in the Mekong region.
- Previous experience working with multiple international development actors
- Previous experience facilitating webinars involving multiple countries with different time zone.
- Demonstrated technical knowledge and ability to facilitate and add value to strategic discussions on topics such as “improving scientific reporting skills in the Mekong region”, “strengthening the evidence base for the added value international media development organization in results-based training”.
- Demonstrated ability to design and deliver all related communications materials for a large-scale online event in several languages.
- Demonstrated skills in online moderation of communities of practice and webinars.
- Familiarity with Zoom, Yammer and other online platforms to facilitate knowledge and information exchange.
- Demonstrated ability to communicate and document complex issues to a lay audience
- Excellent English oral and writing skills.
- Ability to work proactively and with minimal supervision.

**Desirable Requirements**

- Understanding of journalism sector in Asia would be an advantage.
- Ability to recommend translators in all requested language (French, Khmer, Lao, Myanmar and Vietnamese).
- Be located in the Mekong region will be a plus as the webinar will take place at GMT+7.

8. Duration of the contract

This contract is to commence on March 3rd, 2021 and will expire on April 15th, 2021 (approx. 7 weeks).
9. How to apply?

9.1 Presentation of tenders in electronic format

The presentation of tenders will take place in a single phase of application analysis and technical and financial tenders, which will be submitted to CFI in electronic format only. TO NOTE: Tenders will be written in French or English.

The candidates should send their application and their technical and financial tenders in electronic format to the addresses clothilde.lecoz@cfi.fr and pol.burguin@cfi.fr, before the date and time limit for submitting tenders, namely before Wednesday March 3rd, 2021 at 2 p.m Paris time (software admitted: WORD, EXCEL and PDF), indicating in the body of the message the exhaustive list and the exact title of the files sent.

In case the files are too heavy, the candidates are invited to send them by WE TRANSFER or any other electronic transmission software, to the addresses clothilde.lecoz@cfi.fr and pol.burguin@cfi.fr, after having informed CFI by email at the same address, indicating the exhaustive list and the exact title of each of the transferred files.

The Quality Assessment Officer will send a response email to each candidate to confirm receipt of these documents. The candidates will thus be able to ensure that CFI has received all their documents correctly.

Incomplete applications will be rejected.

9.2 Information concerning the application file

The candidate’s "Application" file will contain the following documents:

- A letter of application accompanied by the power of the person authorized to sign;
- An up-to-date extract from the candidate’s registration in the Trade and Companies Register (Business registration for a company) *;
- A statement of turnover for the last three financial years available;
- A statement indicating the candidate’s average annual workforce, and their seniority;
- References of projects similar to the one covered by the contract over the last three years, with the following information: name of the client, brief description of the service, date of completion, contact with the client;
- The technical and administrative specifications, initialed on all pages, dated and signed with the handwritten mention “read and approved” and stamped with the company stamp on page 15;

Various documentations if he deems it useful (optional). In addition, the successful tenderer must provide, as soon as possible without exceeding seven (7) days from the sending of the email from CFI making the request, the following documents:
• The documents provided for in Articles D8222-5 and D8222-8 of the Labor Code *;
• The attestations and certificates issued by the competent bodies proving that he has met his fiscal and social obligations *;
• The IBAN of the contracting company.

CFI invites candidates to make sure, as soon as their offer is made, that they will be able to provide all these documents within this period. If the candidate is unable to send all these documents to CFI at the end of this 7-day period, his offer will be rejected, and he will be eliminated. The next candidate will then be asked to produce the requested documents before the contract is awarded to him. If necessary, this procedure may be reproduced if suitable tenders remain. If the remaining tenders, although consistent with the subject of the contract, are not acceptable, the procurement procedure may be declared unsuccessful.

* For foreign bidders, it will be necessary to provide a certified copy of an equivalent document.

9.3 Information concerning the technical and financial tender

The technical and financial offer will be drawn up in French or in English in word or pdf format and presented as follows:

The technical offer will not exceed 20 pages (excluding appendices).

The candidate will present his understanding of the expected assessment. He will state his own experience on how to approach the assessment of journalists’ capacity building in conflict zones, to help improve the humanitarian situation in their country.

He will suggest an assessment matrix to meet the specifications and will provide useful information on the suggested methods (types of surveys, stakeholders surveyed, etc.).

The candidate will provide an estimated timetable for his assessment and will indicate his availability over the period covering the assessment until the submission of his final report.

He may propose an adaptation of the organization suggested for his assessment, subject to justifying his interest and maintaining the dialogue with the steering committee.

The distribution of expert days by assessment phase and by team member (including field assessors) will be indicated. The names of the experts and their specific functions within the framework of this assessment will be specified. A summary table will compare the name (s) of the expert (s), the main work to be carried out and the number of days / corresponding expert. The total number of expert days foreseen will also be considered.

Use of diagrams and graphics will be limited to what is strictly necessary.

The financial tender will be attached to the technical tender and must display the details of the positions.

The period of validity of the tenders is 120 days from the deadline for receipt.
9.4 Deadline for submitting tenders, including the application and the technical and financial tenders:

Emails containing applications and tenders must be received at the latest by:

**Wednesday March 3rd, 2021 at 2 p.m Paris time**

to the email addresses clothilde.lecoz@cfi.fr and pol.burguin@cfi.fr

This period cannot be exceeded. Any tender submitted after the date and time indicated above will not be considered.

Applications sent after the deadline date and time will not be examined.

9.5 Contractual documents

The constituent parts of the contract include, in decreasing order of priority:

- The present Administrative, technical and regulatory Requirements;
- The expertise service contract that CFI will establish for the selected firm, containing the general and specific conditions;
- The offer of the selected service provider.

In the event of a contradiction between the various provisions of these documents or of difficulties in interpreting them, the parties expressly agree that the provisions of the technical and administrative specifications and of the contract for the provision of expert services of CFI in descending order prevail.

9.6 Judging the applications and technical and financial tenders

Only complete files, showing no irregularity (irregularities), including all the documents requested and received on time will be examined. The other files will be rejected.

The present technical and administrative specifications must be initialed on all pages and dated, signed and stamped with the company stamp on page 16; the signatory shall not forget to indicate his name and his capacity, and to provide his power to commit his company.

Regular files in their forms will be analyzed one by one, then comparatively.

Based on this analysis, CFI may, if necessary, invite certain bidders to an oral presentation and freely ask them for any clarifications or additional information that will be deemed necessary about the content of their bid.

CFI may initiate a negotiation phase which will relate to the price, quality, deadlines and elements of execution of the contract, and which will be formalized by written exchanges, for a period which will not exceed 15 days.

Bids will be judged and ranked according to the following weighted criteria:

| Cost of the service excluding tax | 10 |
Understanding the Terms of Reference | 20
Experience with similar assessments | 20
Qualifications of the assessment team | 25
Quality of the proposed methodology | 25

The tenders are graded on a total of 100. The contract will be awarded to the tenderer who submitted the tender that obtained the highest total. It is specified that the contract will not necessarily be awarded to the lowest financial bidder.

The successful tenderer must provide, as soon as possible, without exceeding seven (7) days counting from the registered letter with acknowledgment of receipt or from the email from CFI making the request, the fiscal and parafiscal certificates.

If an offer appears abnormally low, CFI may reject it by reasoned decision after having requested in writing the details it deems useful and verified the justifications provided.

10. Work arrangements

The Service provider’s key contact will be Florence Minery, Deputy Director for Asia and Mediterranean region at CFI. The Service provider is to direct all queries, ideas, drafts and other deliverables to Mrs Minery, who will share them with the local team.

Communication with CFI is to take place over email, the phone, Skype or Teams. Consultant/Organisation is to deliver all deliverables electronically, via email to Florence.minery@cfi.fr.

The Service provider is to participate in teleconferences as requested by CFI. No budget will be allocated to the Consultant(s) for telephone calls or internet usage. However, CFI will initiate telephone calls and teleconferences whenever possible. The Service provider is free to work from a location of their choice so long as all deliverables are delivered on time.

11. Price and settlement of accounts

The amount of the Tender cannot exceed 20 000€ HT

The contract concluded shall be an administrative contract pursuant to the French Public Procurement Code.
The parties explicitly agree the provisions of the General Conditions of Contract for supplies and services and the General Conditions of Contract for intellectual services shall not apply to this contract.
The price, expressed in euros, shall be regarded as the total fixed price and in particular shall include the following:
- any tax and parafiscal charges that must be levied on the service;
- all fees and travel costs and all ancillary expenses necessitated by meetings that must be scheduled with the various departments of CFI and the service provider, including an initial brief meeting in Paris to meet with CFI’s headquarters;
- all fees and travel costs and all ancillary expenses that are necessary in order to gain the knowledge in the field that is required for the assessment (particularly national and international transport costs, visas, insurance, accommodation and meals in the areas being assessed, although this is not an exhaustive list);
- the services involved in conducting the studies, up to approval of the various files and notices by CFI;
- costs for secretarial work, particularly for photocopying.

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.

The Service provider will be paid by CFI in two installments.

The first instalment will be equivalent to approximately 40% of the total CFI contract amount and the second will be equivalent to approximately 60% of the total CFI contract amount. Each invoice will be paid upon the successful and timely completion of the deliverables outlined above as agreed by CFI.

The Service provider must send an invoice for each installment via email to Florence Minery made out to: Transtélé Canal France International (CFI) – 62, rue Camille Desmoulins – 92130 ISSY LES MOULINEAUX, France - Ph: +33 1 40 62 32 32 – Email: Florence.minery@cfi.fr

Tout règlement doit comporter le bon pour paiement de la facture contresigné par la Direction MedAsie de CFI, sans préjudice du respect des procédures internes de règlement propres à CFI.

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.

12. Ownership and confidentiality

12.1 Ownership of the results

The assessment results will be fully owned by CFI, starting the full payment of each phase of the service. CFI may dispose of it as it sees fit within the framework of its mandate and its activities. As for the tenderer, he must refrain from disseminating the results of the assessment and using them in any way whatsoever, except after receiving prior written authorization from CFI.
CFI will transmit these results to the EU, which can use them as they see fit within the framework of their mandate and activities.

12.2 Confidentiality

CFI is the owner of all the technical, administrative, financial and legal documents that it provides during the consultation, except the information disseminated to the public prior to the supply and / or officially falling into the public domain.

Any reproduction, exploitation, use and representation in any form or medium of any kind are strictly prohibited (Code of Intellectual Property). However, in order to meet the number of copies of the documents to be provided, the tenderer may reproduce these documents as many times as necessary, on the express condition of strictly internal use.

The information likely to be brought to the attention of tenderers in the context of this call for tenders procedure is only for the purpose of enabling them to submit their tender.

Candidates undertake not to disclose this information by any means whatsoever, nor to take advantage of it and to be particularly vigilant in the event of the possession of sensitive information.

As a result, the tenderer undertakes, regarding all information communicated by CFI, except the information disseminated to the public prior to communication and / or officially falling into the public domain:

- not to communicate, disclose or reveal to third parties the information communicated by CFI, whatever the content of the information;
- not to use, directly or indirectly, the information communicated by CFI, whatever the content of the information;
- not to communicate, disclose, reveal, use, exploit and market, directly or indirectly, documents, methods, tools, know-how, trade secrets and processes communicated by CFI;
- to return all documents communicated to him by CFI at the end of this assessment;
- to make sure that this confidentiality clause is respected by his staff;
- to enforce this confidentiality clause on his advisers if they have access to the information and / or documents communicated.

Likewise, CFI may only use the documents provided by tenderers within the framework of its mandate and activities.

The duration of the confidentiality commitment is unlimited.

12.3 Guarantees

The Service provider declares that he has the right to use the services covered by this contract without restriction or reservation.
The Service provider guarantees CFI against any recourse or claims that may be filed in any way, on the exercise CFI's rights, by any person or company having participated directly or indirectly in the performance of the services.

The Service provider guarantees CFI against any recourse or claims that may be brought by natural or legal persons who have not participated in the production or the realization but who believe they have any rights to assert on all or part of the services or on their exploitation by CFI.

13. Single reference

The service provider must designate a single reference responsible for the contract management, as soon as the notification of the award of the contract. The reference must be ready to respond to any requests, in French or in English, regarding CFI's delivery and the contract follow-up.

The project manager will be responsible for the contract follow-up. In case of change of manager, CFI will inform the service provider within a reasonable deadline.

14. Insurance

The service provider guarantees CFI that she/he has contracted an insurance policy covering all 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 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.

15. Termination, collateral and transfer if contract

15.1 Receivership or compulsory liquidation

In the event that the service provider goes into receivership or compulsory liquidation, the contract shall be terminated ipso jure after a period of one month from the date of a letter sent by registered post with acknowledgement of receipt to the official receiver or debtor in the case of simplified receivership or to the liquidator in the case of compulsory liquidation, who, in accordance with the provisions of article L.621-28 of the commercial code, has the sole power to demand that the current contract be continued.
If the contract is declared to have been terminated, this shall become effective on the date on which the official receiver or liquidator decides not to continue the performance of the contract or upon expiry of the period of one month stipulated above. This shall not entitle the service provider to any compensation. If it is established that there is a risk that the service provider's business may be liquidated, the service provider shall take all necessary steps to provide CFI with the computer codes required for operation of the equipment and software supplied, as well as any developments that may have been made in accordance with the guarantee of future-proofing.

15.2 Termination owing to non-performance

In the event of non-performance by one of the parties of one of its obligations as set out in the contractual documents, the other party may, if it wishes, terminate the contract 15 clear days after sending a registered letter with acknowledgement of receipt to which there has been no response, without prejudice to any action that may be taken for damages. CFI may provide for the performance of the service at the service provider's expense and risk, either in the event of non-performance by the latter of a service that, due to its nature, cannot be delayed, or after formal notice has been given by registered letter with acknowledgement of receipt to provide the service within eight days and this has proved unsuccessful. Any increase in expenses in relation to market prices resulting from performance of the services at the service provider's expense and risk shall be borne by the service provider.

15.3 Collateral and transfer of contract

It is possible to provide collateral for the contract in accordance with the applicable common law; this can be implemented using a Daily form. Any transfer of the contract requires the prior written agreement of CFI.

16. Legal disputes

Except in the event of interim proceedings, the parties undertake to seek an amicable solution in the event of any legal dispute or disagreement between them before considering referring the case to a court of any kind. To this end, any disagreement between the service provider and CFI must be the subject of a complaint report drawn up by the parties, which must be communicated within thirty days from the date on which the disagreement arose. The parties shall then have 2 months in which to respond to this complaint. If the disagreement persists after this amicable procedure, the parties may commence litigation. The contract concluded between CFI and the service provider shall be subject to the provisions of French commercial law. The language of this contract is French. Any translation is provided for information purposes only and has no contractual value. In the event of any conflict between the two versions, only the French version of the contract documents shall prevail.
Any dispute relating to the implementation or breach of the contract shall be referred to an ordinary judge and more specifically to the Judicial tribunal of Nanterre.

The person responsible for the contract is CEO, Mr Thierry VALLAT, 62, rue Camille Desmoulins, 92130 Issy-les-Moulineaux,

Date: 
Signature:

Thierry VALLAT 
CFI Chief Executive Director

The service Provider

Date: 
Signature: