

Formalized procedure to tender to encourage the sustainability of independent media in the Mashreq countries

# Invitation to tender launched in an open tender procedure in accordance with Article 1° art [R. 2124-2](https://www.legifrance.gouv.fr/affichCodeArticle.do?cidTexte=LEGITEXT000037701019&idArticle=LEGIARTI000037723872&dateTexte&categorieLien=cid)1 of French Public Procurement Code

LETTER OF COMMITMENT

# Document no. 1

1 Main French Public Procurement Code articles mentioned in this invitation to tender are detailed in Annex 1

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| **1. PARTIES TO THE CONTRACT** |
| CONTRACTING AUTHORITY: Transtélé **Canal France International (CFI)**  A French Public Limited Company (*Société Anonyme*),  with registered capital of €310,000  whose registered office is located at 62, rue Camille Desmoulins  92441 Issy-les-Moulineaux  represented by Mr. Thierry Vallat,  in his capacity as Chief Executive Officer  Contact : Hamza DRIDI (hamza.dridi@cfi.fr) |
| CONTRACTOR: *Field to be completed by the applicant:*  • **The Company**  with registered capital of:  whose registered office is located at:  represented by:  position:  TRADE & COMPANIES REGISTER:  SIRET:  APE Code: |
| **2. CONTRACT REFERENCES** |
| TITLE OF THIS CONTRACT: encourage the sustainability of independent media in the Mashreq |
| PROCEDURE: contract in formalised procedure pursuant to Articles L. 2124-1 and R. 2161-1 et seq. of the French Public Procurement Code. |
| **3. TERM OF THE CONTRACT** |
| The contract is entered into from its notification. |
| **4. CONTRACTUAL DOCUMENTS ATTACHED TO THE CONTRACT AGREEMENT:** |
| Cost estimate for each of the lots |
| **5. PRICE AND LOTS** |
| This contract shall be deemed to be fixed price.  Lot (tick the applicable box or boxes):   * Lot 1: Media Support in Iraq; * Lot 2: Media Support in Jordan; * Lot 3: Media Support in Lebanon; * Lot 4: Media Support in Palestine.   Reminder:  - applicants may bid for one or more lots.  - applicants must submit   * The contract agreement and, in respect of the application, the application letter and the applicant's declaration must only be submitted once for all the lots; * In respect of the bid, the applicant's cost estimation and technical bid must be submitted and adapted for each lot for which the applicant is bidding. |
| **6. IN THE CASE OF A CONSORTIUM OF ECONOMIC OPERATORS** |
| The Contractor is a consortium of economic operators:  ☐ Jointly liable or ☐ Jointly and severally liable  ***Breakdown by participant in the event of a consortium:*** *Field to be completed:*   |  |  |  |  | | --- | --- | --- | --- | | **Status** | **Purpose of the service** | **Share (%)** | **Amount ex VAT** | | Representative |  |  | € | | Co-contractor 1 |  |  | € | | Co-contractor 2 |  |  | € | | Co-contractor 3 |  |  | € | | Co-contractor 4 |  |  | € | |
| **7. SUBCONTRACTING** |
| ***Subcontracted amount designated in the contract***  This (these) form(s) constitute(s) an application for acceptance of one of the subcontractor(s) concerned.  The total amount of the services subcontracted in accordance with these appendices is summarised in the table below:   |  |  |  | | --- | --- | --- | | **Subcontractor** | **Nature of the service** | **Amount ex VAT** | |  |  | € | |  |  | € | | **Total:** | | € |   ***Proposed subcontracted amount***  In addition, the table below indicates the nature and amount of the work to be carried out by subcontractors paid directly after having requested their acceptance during the works and the approval of the conditions of payment of the subcontracting contract concerning them to the project owner.  The sums shown in this table correspond to the maximum amount of the receivable that the subcontractor concerned may pledge or assign:   |  |  | | --- | --- | | **Nature of the service** | **Amount ex VAT** | |  | € | |  | € | | **Total:** | € | |

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

after having read:

* The consultation rules
* The administrative specifications
* The Technical Specifications

hereby undertake without reservation, in accordance with the provisions of the aforementioned documents, to perform the services (supply and/or services) covered by this contract, under the conditions laid down below.

The bid thus presented shall only be valid, however, if the award decision takes place within 120 days of the deadline for receipt of bids fixed by the consultation rules. If the deadline for receipt of bids is postponed, the bid validity period will be extended accordingly.

The contractor shall be obliged to notify the contracting authority immediately of any changes occurring during the performance of this contract and which relate to:

* Persons with the authority to sign on their behalf;
* The legal form in which it carries out its business;
* Their name or company name;
* Their address or registered office address.

And, in general, any significant changes in the operation of the company that may affect the conduct of this contract.

I have noted, in accordance with the provisions of the consultation rules, that:

- CFI is the owner of all the technical, administrative, financial and legal documents it provides during this consultation, excluding information disseminated to the public prior to the provision and/or that officially falls into the public domain;

- Any reproduction, exploitation, use and representation in any form or on any medium of any kind is strictly prohibited (French Intellectual Property Code). However, in order to satisfy the number of copies of the documents to be provided, the Contractor may reproduce such documents as often as is necessary, on the express condition that they will only be used internally;

- As part of this consultation, CFI will communicate confidential information concerning its project.

I therefore undertake, with regard to all the information provided by the Contracting Authority, to the exclusion of information disseminated to the public prior to communication and/or that officially falls into the public domain:

* Not to communicate, disclose or release to third parties any information provided by CFI regardless of the content of the information;
* Not to use, directly or indirectly, the information provided by CFI, regardless of the content of the information;
* Not to communicate, disclose, reveal, use, exploit or market, directly or indirectly, the documents, methods, tools, know-how, trade secrets and processes communicated by CFI;
* To enforce this confidentiality clause with my staff and any subcontractors;
* To enforce this confidentiality clause with my counsel if they have access to the information and/or documents provided;

I have also noted that:

- CFI may only use the documents provided by the applicants on a strictly confidential basis

This bid, expressed in euros, concerns (complete the relevant information only):

Lot 1:

Amount ex VAT: ……………………………………

VAT rate applicable: ……………………………..

Amount inc VAT: …………………………………………….

Lot 2:

Amount ex VAT: ……………………………………

VAT rate applicable: ……………………………..

Amount inc VAT: …………………………………………….

Lot 3:

Amount ex VAT: ……………………………………

VAT rate applicable: ……………………………..

Amount inc VAT: …………………………………………….

Lot 4:

Amount ex VAT: ……………………………………

VAT rate applicable: ……………………………..

Amount inc VAT: …………………………………………….

Drawn up in one original copy, in1

**DATE**2

**FORTHE CONTRACTOR**

*(Initial each page of the Contract Agreement and its appendices - Sign this page)*

Signature of the Contractor:

**DATE**3



**FOR CFI**

Signature of the Chief Executive Officer:

1 place to be filled out by the Contractor.

2 date to be filled out by the Contractor.

3 date to be filled out by CFI.