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 of French Public Procurement Code

TECHNICAL AND ADMINISTRATIVE SPECIFICATIONS

Document no. 3

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1 Main French Public Procurement Code articles mentioned in this invitation to tender are detailed in Annex 1
1. **About CFI and the QARIB Project**

A subsidiary of the France Medias Monde group, CFI, the French media cooperation agency, supported by the French Ministry of Europe and Foreign Affairs, is in charge of the coordination and implementation of public aid policy to promote and enhance media in developing countries. CFI is currently involved in around thirty projects that fall within three major programs: media and governance, media and development, and media and enterprise.

The QARIB Project is a regional initiative focused on Lebanon, Jordan, Palestinian territories and Iraq. Funded by AFD (Agence Française de Développement - French Development Agency) and implemented by CFI, this project will run from 2020 to 2024.

The **QARIB Project** aims to help the media and citizens reconnect with each other, and is structured around five key components:

- Promoting the production of journalistic content that is close to citizens’ concerns (environment, health, education, justice, gender equality, economy, etc.);
- Increasing citizens’ trust in the media (combating fake news, media literacy);
- Making the media more independent economically;
- Developing synergies and networks between the media and journalists in the region;
- Stimulating public debate on the role, methods and place of the media in society.

The Project will be rolled out by a CFI project team based in Jordan, who will be supported by partners and service providers in the region and liaise with AFD agencies in the area, including the Regional Directorate based in Lebanon.

2. **Introduction to Tender**

In the Mashreq countries subject of Qarib Project (Iraq, Jordan, Lebanon and Palestine), new start-ups are emerging, while some other media initiatives have established considerable presence already. One of the main objectives of Qarib Project is to economically strengthen independent media outlets and to make them self-sustaining. An important component of Qarib Project is to support these initiatives and to create enabling environment for them to increase their income generating activities and support them by developing the right business model for their organizations to be economically independent and self-sustained. This component is referred to hereafter under the name: “Media Support by Incubators” (MSI)
The Qarib Project is seeking a service provider to incubate existing or in creation media outlets in the geographic area of the Qarib Project, which are Iraq, Jordan, Lebanon and Palestine. The service provider will incubate and assist annually three media outlets in each country for the period of one year. A total of 9 media outlets will be incubated and assisted during the three years lifetime of the Media Support by Incubators (MSI) Program.

2.1. Structure and approach of Media Support by Incubators Program (MSI)

Qarib team based in Amman and Paris is responsible for managing the MSI Program and will be serving as coordinating body between the Service provider and the contracting authority (CFI). Therefore, it is expected from the service provider to maintain regular and frequent communications, including face-to-face meetings, with the project team.

The “Media Support by Incubators” (MSI) of the Project Qarib has a regional dimension too, including the implementation of regional events and activities, meant to magnify benefits of activities implemented on country level. The regional events and activities could be the subject of separate procedures or tenders throughout the MSI Program lifetime. The Service provider shall cooperate with the Qarib team and other stakeholders to guarantee successful implementation and to achieve expected results.

International or national media consulting/incubators companies, individually or in a consortium, are eligible to submit proposals including financial offers to implement the program activities per lot. Activities described in this document, are applicable to all four (4) lots, taking into consideration local conditions and circumstances. Adaptation and flexibility are required in order to maximize results achieved and efficiency of the implementation process. All activities carried out and services delivered are meant to be in advantage of the selected media outlets.

3. Overall Objective of the Tender

The overall object of this Tender is “to encourage the sustainability of independent media in the Mashreq countries.

3.1. Specific Objective of the Tender

- To bring expertise to media outlets (existing or in creation) to develop business models and increase their economic value;
- To develop the local media ecosystem.
3.2. Allotment

The Tender for Media Support by Incubators Program (MSI) consists of four (4) lots, one per country

Lot 1: Media Support in Iraq;
Lot 2: Media Support in Jordan;
Lot 3: Media Support in Lebanon;
Lot 4: Media Support in Palestine.

4. Tasks and responsibilities:

Applicable for all four lots

The Service provider will carry out the following tasks:

- The Service provider must provide 30 to 40 days of expertise, coaching and personalized advice per media incubated and per year.

- The Service provider will design support program over 12 months, including an action plan, for each selected media outlet, based on the individual needs and priorities of the media outlet. A support program will be provided which, matches the developments in the sector, new technology, economic situation of the country and national and regional media landscape.

- The Service provider will assist the selected media outlets in developing a content and business model, tailored to the type of the media outlet and goals. Assistance will include, but not limited to; forming teams, news services/content, cross-border cooperation and newsroom management.

- The Service provider must provide at least one coaching/consulting session per week or more, assessment of the needs of the selected media outlet, review and evaluation of steps undertaken to develop the business model feasible and suitable for the selected media outlet.

- The Service provider will introduce, discuss and implement ideas to identify opportunities to monetize services rendered and increase the economic value of the media outlet.

- The Service provider shall make all expertise relevant and possible available in advantage of the selected media outlets.

- The service provider will provide Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis of the media outlet and assisting to develop Specific, Measurable, Ambitious, Realistic and Time-bound (SMART) objectives.

- The Service provider will provide personalize peer to peer coaching.

- The Service provider will provide tailored training workshops.

- The Service provider will organize the networking of selected media outlets on national, regional and international level.
• The Service provider will help to develop tailored-working business model designed for each incubated media outlet.

• The Service provider will help to increase number of visitors, page views or subscriptions for each incubated media outlet.

• The Service provider will develop a partnership with one or more similar media outlet inside the same country, regionally or internationally.

5. **Outputs and Deliverables**

   - Semi-annual report including, full and accurate description of implemented tasks and responsibilities as specified in in paragraph 4 in this document.

   - Tangible and measurable improvement in the economic value of the incubated media outlets.

   - Tangible and measurable improvement of the content offered by the incubated media outlets.

   - Quarterly meeting with CFI with the presentation of a progress report from each media supported.

6. **Duration of Services**

   The program will need to be completed within **three (3) years**, starting from contracting date. Three (3) media outlets will be supported annually in each country (Iraq, Jordan, Lebanon and Palestine). A total of nine (9) media outlets per country to be supported during three (3) years, the lifetime of the MSI program.

7. **Ownership and confidentiality**

   7.1. **Ownership of the results**

   CFI shall have complete control of the study 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.

   7.2. **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.

7.3. 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.

The Service provider undertakes to provide the services to be provided and in the event that he is designated as the contractor, the Service provider undertakes to provide an insurance certificate covering the services ordered.

7.4. 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.

8. Termination, collateral and transfer of the contract

8.1. Receivership or compulsory liquidation

The Parties agree, 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.

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, and all documents related to the project, as well as any developments that may have been made in accordance with the guarantee of future-proofing.

8.2. Termination of the contract

Without prejudice of the right, for CFI, to terminate the contract for reasons of public interest, in the
event of a breach of contract by the Service provider, CFI will be fully within its rights to terminate the contract, fifteen (15) clear days after sending a registered letter with acknowledgement of receipt, 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 (8) 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.

8.3. **Collateral and transfer of contract**

No transfer of the contract is authorized.

9. **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 two (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 public law.

The language of this contract is English. 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 English 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 *Tribunal Judiciaire de Nanterre*.

Details concerning the time limits for lodging appeals:

- Pre-contractual referral before the conclusion of the contract (Article 2 et seq. Of Ordinance No. 2009-515 of May 7, 2009 on appeal procedures applicable to public procurement contracts);
- Contractual referral after the conclusion of the contract (article 11 et seq. Of Ordinance No. 2009-515 of May 7, 2009 relating to the appeal procedures applicable to public procurement contracts).

**Instance responsible for appeal procedures:**

Official name: Tribunal judicaire de Nanterre  
Postal address: 179-191 Avenue Joliot Curie  
Locality / City: Nanterre  
Postal code: 92020  
Country: France  
Phone: 0140971010  
Fax: 0147243161  

**Service from which information can be obtained concerning the lodging of appeals:**

Official name: Greffe Tribunal judicaire de Nanterre  
Postal address: 179-191 Avenue Joliot Curie  
Locality / City: Nanterre  
Postal code: 92020  
Country: France  
Phone: 0140971010  
Fax: 0147243161  