

February 12<sup>th</sup>, 2019



### Rules of tendering

**Purpose of the contract: Design and implementation of a collective informational and promotional campaign for Jambon de Bayonne PGI in the United States of America in 2020-2021-2022**

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### **Article 1: Purpose of the contract**

The *Consortium du Jambon de Bayonne* is launching a call for tender for a three-year campaign of Jambon de Bayonne promotion in the USA in 2020-2021-2022. The purpose of the contract is to design and implement an informative and promotional 3-years campaign.

### **Article 2: Main characteristics of the contract**

This is a contract for services. It is to be awarded in accordance with the following rules.

The *Consortium du Jambon de Bayonne* in the south of France is a professional council dedicated to the protection and promotion of the P.G.I (Protected Geographical Index) of the Jambon de Bayonne. It gathers all the industry players: pig growers, pig food suppliers, slaughter and cut houses, processors/cured house, salt producers.

This invitation to tender is co financed by *Consortium du Jambon de Bayonne* and the European Union. The contract with the selected candidate will be confirmed only after approval of the program by the European Union (fall 2019).

The Coordinator of the campaign is the *Consortium du Jambon de Bayonne*.

The services to which this contract relates will be provided in the United States of America.

The candidate whose proposal/tender will be selected is called in this document Contractor.

The candidate must take legal advice to ensure the actions comply with US laws.

**The candidates will not be reimbursed or compensated for their work and expenses to answer the tender and submit their proposal. But the selected candidate will be compensated with 2500\$.**

### **Article 3: Term of the contract**

The contract will take effect upon notification of the campaign approval by the European Union. It shall be entered into for a period of 3 years on March 1st, 2020. This contract comprises 3 annual programs: 2020, 2021 and 2022.

### **Article 4: Type of contracting parties**

*Consortium du Jambon de Bayonne* will prefer a single agency to coordinate the program.

However, consortium of agencies may submit tenders. They are free to take whatever form they wish in order to submit their candidature to tenders. However, for the proper performance of the contract, once the contract is awarded, the consortium selected must take the form of a group with joint liability.

## **Article 5: Contract financing and performance of services**

### **5.1: Terms of financing**

The services shall be financed 80% by the European Union and 20% by the *Consortium du Jambon de Bayonne*.

The budget plan is 444,000 Euros in 2020, 459,000 Euros in 2021 and 495,000 Euros in 2022. All these amounts are excluding tax.

The maximum total budget for the 3 year campaign is 1,398,000 Euros excluding tax.

The amount of agency fees must represent a maximum of 13% of the global amount of budgeted actions.

The amount of agency fees for media buys cannot surpass 7% of the media buy allocated budget.

### **5.2: Performance of services**

In order to allow the Coordinator to monitor the progress of the program throughout the year, the contractor shall produce reports at regular intervals as well as updated budgets.

## **Article 6: Composition of the invitation to tender (ITT)**

The preliminary tender document (called brief)

The present rules of tendering

## **Article 7: Contact to Tender**

Companies may obtain the invitation to tender free of charge. It is available upon request at *Consortium du Jambon de Bayonne*, Bayonne Ham USA representative Florane Gambert-Jouan: [florane.gambert@bayonne-ham.com](mailto:florane.gambert@bayonne-ham.com).

It shall be provided to each candidate in electronic copy upon receipt of an email request to the aforementioned person.

## **Article 8: Time limit for modification to the details of the invitation to tender**

The coordinator reserves the right to make modifications to the details of the invitation to tender no later than 6 days before the date for receipt of bids. The said modifications shall not alter the substantive elements of the contract.

It shall so inform all candidates having requested the invitation to tender, in such a way as to respect the principle of equality. Candidates must then respond based on the invitation to tender as modified, without the right to make any claim in respect thereof.

## **Article 9: Deadlines for candidates' requests and submission of candidatures for tender**

Proposals/tenders must be received by the coordinator **no later than March 11<sup>th</sup> noon**. Tenders that are submitted after the date and time limit set forth above and those that fail to comply with the requirements (listed below) will not be considered and will be destroyed.

## **Article 10: Submissions**

Candidates can submit their tenders/bids via hard copy sent by registered mail or electronic copy sent via email.

### **10.1 Hard copy submissions**

Candidates shall submit their tender in a sealed envelope. This envelope shall itself contain an inner envelope.

The outer envelope shall read as follow:

**INVITATION TO TENDER**

**DO NOT OPEN**

**Design and implementation of a collective informational and promotional campaign for Jambon de Bayonne in the United States of America in 2020-2021-2022**

**Address:**

**Consortium Jambon de Bayonne**

**Route de Samadet**

**64410 ARZACQ**

**France**

The inner envelope shall read as follow:

**INVITATION TO TENDER**

**DO NOT OPEN UNTIL REVIEW DAY**

**Name of Candidate:**

**Design and implementation of a collective informational and promotional campaign for Jambon de Bayonne in the United States of America in 2020-2021-2022**

The inner envelope shall contain 2 envelopes:

In the first envelope labeled "**Envelope #1: administrative documents**" must contain the following documents (or their equivalent for companies not based in France) submitted in French (preferred) or in English **in two copies** :

1. A letter of candidature providing the name and capacity of the person authorized to bind the candidate, signed by that person.
2. Where applicable, the mandate or power of attorney granting the power to bind the company to the person referred in above letter of candidature
3. A declaration signed by the person referred in the letter of candidature providing:

- Details of overall revenues and revenues from the services to which this contract relates, for the past three financial years
  - The annual average numbers of employees of the candidate
  - A list of the main services provided over the past three years, stating the price, date and whether for a public or private client
4. The annual balance sheet accounts for the past three years
  5. For US based agencies, a current certificate of good-standing
  6. Evidence of the candidate's professional qualifications: this may take any form, including references (less than three years old) testifying to its capability to perform the services under the contract.
  7. A solemn declaration duly dated and signed by the person referred to in letter of candidature stating that the candidate:
    - Has not, within the past five years, been convicted of any of the offences under articles 222-38, 222-40, 313-1 to 313-3, 314-1 to 314-3, 324-1 to 324-6, 421-2-1, article 421-5 second subparagraph, article 433-1, article 434-9 second subparagraph, articles 435-2, 441-1 to 441-7, article 441-8 first and second subparagraphs, article 441-9 or article 450-1 of the French Criminal Code, or under the second subparagraph of the former article L152-6 of the French Labor Code or article 17141 of the General Tax Code, nor been convicted of an offence of the same kind in another European Union country.
    - Has not, within the past five years, been listed in Part 2 of the French Criminal records for a conviction for offences under articles L 82211 or .2-, L 8821-3 or -5, L 8252-1 or L5221-8, L8231-1 or L8241-1 of the Labor Code or for offences of the same kind in another European Union country.
    - Has not been placed under judicial liquidation within the meaning of article L 640-1 of the French Commercial code or been the subject of an equivalent procedure under foreign law.
    - Had as of December 31<sup>st</sup> 2015 filed all the required tax and social returns and had paid the taxes and contributions due at that date, or had, before the issue of the present invitation to tender and without any enforcement proceedings by the author or the agency charged with recovery, either discharged those amounts or given guarantees deemed sufficient by the auditor or recovery agency.

Important reminder: apart from the document referred to under 1., the other documents must be provided for each member of a consortium where the candidate is bidding as a consortium.

To demonstrate its professional, technical and financial capacities, the candidate may ask for those of other economic operators, in particular subcontractors, to be taken into account.

To that purpose, it must provide evidence of:

- The capacity of these operators, by producing the documents requested above except for the documents referred under 1., and
- The fact that it will have use of such capacity throughout the performance of the contract, by providing a declaration from the concerned operator.

The second envelope, labeled **“Envelope #2: proposal for tender”** must contain the following documents relating to the tender as such, in English or in French (preferred **in two copies**):

1. The tender document and its Annex duly completed, initialed and signed by the person authorized to bind the candidate
  - In the case of a consortium, the tender document shall be one single document
  - In the event of subcontracting announced at the time of the tender submission, each tender document shall be accompanied, for each designated subcontractor, by a declaration stating the nature of the subcontracted services, the name, corporate form and address of the proposed subcontractor, the maximum amount to be paid directly to the subcontractor, the payment terms as set out in the draft subcontract, and the professional and financial capacity of the subcontractor.
2. The technical proposal designed in accordance of the rules and preliminary brief for 2020,2021 and 2022, including , as a minimum:
  - A presentation of the strategy and goals for the Jambon de Bayonne promotional and informative campaign
  - A creative graphic proposal, including a message of communication and promotion of Jambon de Bayonne, in 2 formats (print, online)
  - A detailed plan of the actions to be implemented accompanied by their respective objectives/goals and an assessment of their impact
  - A presentation of the team who will be in charge of implementing the campaign (the bidder must have employees in the USA or be associated with an agency in the USA)
  - A proposed schedule/calendar for execution and completion of the actions

## **10.2 Electronic submissions of the above documents**

As to the technical conditions for the sending of an electronically submission, the bidder must comply with the following:

- Compatible formats that the coordinator can read are: zip, .xls, .doc, .pdf, .ppt. Candidates are requested to not use other format nor certain tools in particular “macros”.
- If file is voluminous (above 9 M), candidates can use wetransfer.com or equivalent service.
- Candidatures and tenders documents sent electronically shall be signed by the candidate using an electronic certificate which guarantees among other things the identity of the candidate
- Candidatures submitted electronically shall be given as acknowledgement showing the date and time of receipt.
- Where a bid is submitted electronically, the tender may as an option send a hard copy. In that case, the back-up hard copy must be submitted on the conditions set out in paragraph 10.1 above, and the outer envelope must bear the words “back-up copy – do not open”. The closing date for submission of back-up copies is March 11<sup>th</sup>, 2019 before noon GMT.
- Where not accompanied by a back-up hard copy, electronically submitted candidatures in which a computer virus is detected may be subjected to repair. An electronic document that has not

been repaired, or the repair of which has failed, shall be deemed as never having been received and the person submitting it shall be so informed.

- In the case of a group bids, the authorized representative shall ensure the security and authenticity of the information submitted on behalf of the members of the consortium.

#### **Article 11: Period of validity of tenders and contract price**

Tenders shall be valid from the closing date for submission of bids through 2019.

Prices are fixed prices. They shall be set forth in detail in the tender document by type of action proposed together with the corresponding agency fees. The prices shall be expressed in Euros based on estimated exchange rate of 1 euro = 1.15 dollars. The prices must include all mandatory taxes and other charges imposed on the services as well as all related costs.

#### **Article 12: Selection of candidates**

Tenders will be opened and reviewed by an Evaluation committee on the basis of the required administrative documents after the deadline for submission.

Candidates whose candidatures are inadmissible under the applicable laws and regulations, or whose technical and financial capacities appear inadequate based on the documents provided will be eliminated.

Candidatures in which required documents are lacking or incomplete shall be admitted only if the coordinator decides to ask all the candidates to produce them or supplement their submission.

#### **Article 13: Examination of tenders**

Candidate agencies must have a branch, subsidiary or registered office in the USA.

Candidate agencies must have proven professional experience similar to the program requested by *Consortium du Jambon de Bayonne*.

Tenders must comply with the requirements of the specific terms and conditions. They will be examined in accordance with the conditions laid down in this document.

Tenders that are considered unacceptable, inappropriate or irregular (including submissions from bidders that are not represented or associated with an agency in the USA) will be eliminated.

The other tenders whose proposals are acceptable will be selected and ranked based on the following grading rules.



### **13.1: Selection criteria for tenders**

1. "Technical value" of the bid: this part is worth 65 points

#### Sub-criteria:

- Understanding of the project: marked on /10
  - Quality of the graphic proposal/ program identity: marked on /25
  - Quality of the organisation proposed for carrying out the contract services: marked on /15
  - Relevance and feasibility of the actions (match between the actions and the target objectives): marked on /15
2. "Budget Optimisation" - Budget spread towards the actions: marked on /20 -
  3. "Fees": marked on / 15 - Reasonable agency

### **13.2: Overall score**

The overall score of each candidate shall be the sum of all the scores obtained for each of the three criteria.

The tender that achieves the highest overall score shall be ranked first and be awarded the contract.

## **Article 14: Obligations of the parties**

### **14.1 Obligations of the contractor**

The Contractor undertakes:

- to perform the Contract in accordance with the best professional standards applicable to the Contract services.
- not to disclose any confidential information that may become available in the course of performance of the contract services. Other information may be disclosed only with the formal consent of the coordinator.
- not to use, in any form whatsoever, the results obtained during performance of the services under the present Contract for another product campaign in the USA.
- not to promote brands or names of companies (article 4, paragraph 1 of EU regulation 1144/2014)
- not to submit applications for aid from the European Union or national subsidies for the actions carried out in the Contract.
- to indicate clearly and legibly on all the documents it produces that the European Union and France have participated in the financing of the actions to which the present contract relates in accordance with Annex 3
- to display the following logos on all documents:
  - the European Union logo (flag) accompanied by the quote: "Campaign financed with the European Union support"
  - *Consortium Jambon de Bayonne* and PGI logos
  - Enjoy it's from Europe logo

- The contractor must submit all materials to *Consortium du Jambon de Bayonne* for approval

#### **14.2 Obligation of the coordinator**

*Consortium du Jambon de Bayonne* undertakes:

- To forward all the materials to the European Union for approval when necessary
- To communicate to the contractor all information and documents in its possession to enable the Contractor to properly perform the services.
- The contractor must produce financial and activity reports at the end of each year: these reports should be submitted to *Consortium du Jambon de Bayonne* within a schedule that will be indicated to the contractor before the start of the program.

#### **Article 15: Control of proper performance of Contract services**

The coordinator reserves the right, throughout the execution of contract, to carry out all types of controls to verify that the services are being performed in conformity with the requirements of the contract. It may either organize controls on site of events or ask the Contractor to provide evidence that the actions have been performed. The Coordinator shall also visit regularly the social media if applicable.

In the event the coordinator should find a failure to comply with the requirements of the Contract, it shall send the contractor a formal notice to remedy within a specific time limit. After that time limit has expired, the coordinator may decide either to terminate the contract in accordance with article 19 or not to pay the amounts corresponding to the non-compliant actions.

The Contractor shall notify any modification to the actions proposed to the coordinator, which must validate it and record it in an amendment to the contract.

Reports and studies shall also be subject to verification. The contractor shall be bound to carry out corrections that may be requested by the coordinator.

#### **Article 16: Intellectual Property clause**

The Contractor hereby transfers, on an exclusive basis, all rights and interests of whatever nature of all materials created for this campaign so as to enable the Coordinator to freely use them both in France and abroad.

This transfer shall cover in particular all the works performed by both the Contractor and by persons associated with it directly or indirectly in the course of the present contract (authors, artists, rights of photos, videos, rights of models/talents, etc.).

The transfer of ownership in favor of the Contracting Authority shall occur as and when the services of the Contract are performed, provided they have been paid for.

The transferred copyright in creative works shall include in particular:

- the right to reproduce all or part of the creative works on any media including print or digital, in all forms and formats
- the right to represent all or part of the creative works by all methods
- the right of adaptation into all formats and translation into all languages of all part of the creative

These rights shall include rights of distribution, rental, loan, making available free of charge and sale for the purposes of any marketing, internal or external communication operations or all other forms of exploitation of the creative works within the scope of the activities of the *Consortium du Jambon de Bayonne*.

The media and methods shall include in particular all paper, computer and digital media, all means of communication.

#### **Article 17: Payment terms, invoicing and advance**

Payments will be made for the services to which the contract relates in 3 installments throughout the year plus a transfer for the balance. Payments shall be made upon receipt of the invoices along with activity reports, full statement of expenses, supporting documents and data entries for each supporting document. The balance shall be paid upon receipt of the final annual reports covering all the actions carried out, as well as full statement of expenses and supporting documents with data entries for each document.

Payment shall be made by bank transfer by administrative order within 30 days.

The contractor shall submit its invoices to the *Consortium du Jambon de Bayonne*. Each invoice must state clearly:

- The subject matter of the contract
- The contractors name and address, invoice number, date of invoice
- The contract reference number
- Payment information
- The price of service and detailed expenses
- The description of the service provided

The contractor shall be paid an advance of 30% of the total contract price, inclusive of tax. The contractor can request this advance with proof of future spending as soon as the contract starts. The Coordinator will not pay another advance until it receives all payment proofs of the first advance.

#### **Article 18: Insurance**

The contractor shall, within eight calendar days from notification of the award of the contract and before signing the contract, provide a certificate showing that it is insured and that the extent of its insurance covers against liability of the Coordinator as well as to third parties for damage caused in the course of performance of the services under the Contract.

#### **Article 19: Termination**

##### **19.1 Termination for breach by the contractor**

The Coordinator may decide to terminate the Contract in the following cases without the Contractor being entitled to any indemnity whatsoever:

- Inaccuracy in the documents and information provided as administrative and financial proofs
- Failure to perform the Contract

Termination shall not prevent legal actions that might be taken against the Contractor.

### **19.2 Unilateral termination**

The coordinator may, in the absence of any breach by the Contractor, bring the Contract to an end at any time before its completion. The Contractor may claim via a written request payment of expenses and fees already spent, within one month from notification of termination.

### **Article 20: Additional information**

To obtain all additional administrative or technical information they might need, candidates must make a request no later than eight days before the deadline of the submission of tenders, by email to the following address: [florane.gambert@bayonne-ham.com](mailto:florane.gambert@bayonne-ham.com)

A reply shall then be sent to all the candidates on the same conditions no later than six days before the deadline for receiving tenders

### **Article 21: Appeals, jurisdiction and disputes**

The parties shall commit to resolve by negotiation any dispute that might arise during the performance of the contract. After exhaustion of all the informal remedies provided by law, the Civil Court of Paris (Tribunal de Grande Instance de Paris) shall have sole jurisdiction.

Court to which appeals may be made, and from which information may be obtained about how to file an appeal:

Tribunal de Grande Instance de Pau

Palais de Justice

5 Place de la Libération

64034 CEDEX Pau

FRANCE