



# meemoo: digitalisering van nitraatfilms

**Negotiation Procedure without Notification**

**Overview document**

**Non-binding English translation of the Dutch original**

## Disclaimer

Transparency and knowledge sharing are core values for meemoo. That is why we share our main tender dossiers in the fields of digitisation and archiving. This way, everyone can see how we work or find inspiration. However, we would like to draw attention to this warning and disclaimer.

This document has been drawn up in the context of a defined project with a specific objective, timing and budget, each of which is based on a range of circumstances, meemoo's vision on digitisation etc. During or after implementation of the project, the vision, circumstances or other contextual elements may change or have changed. This document may also contain errors. Anyone who copies this document in full or in part remains solely responsible for estimating the consequences for his interests. Most importantly-but not exclusively-it is best to seek legal advice before copying the legal provisions.

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## 1. Deviating conditions

### 1.1. Royal Decree of 14 January 2013 on the General Implementation Regulations (AUR)

This Negotiation Procedure without Notification deviates from the Royal Decree of 14 January 2013 on the General Implementation Regulations (AUR) in the following aspects:

- Art. 64 AUR - The correct return of the carriers at the pick-up address and the correct delivery of the files at the meemoo data centre will be checked after the return delivery (see 3.5. in the Background document). Provisional acceptance is then awarded, but there is a guarantee period of 12 months during which meemoo checks the quality by means of sample tests. If in this internal quality control, errors are detected in the digitisation (and which therefore cannot be attributed to the state of the carrier itself), then the carrier must entirely be re-digitised at the expense of the contractor.
- Art. 150 AUR - The acceptance of the digitised files at the partial delivery is only provisional. This acceptance will only become final if meemoo does not formulate any comments on the digitised files within twelve months after the provisional acceptance of the entire assignment (see Section 3.7 in the Background Document).
- Art. 19 AUR - Specific rules on the copyright of the contractor apply on the works that he creates during the implementation of the task, such as reports and notes. This copyright is automatically transferred to meemoo on the moment of creation of the work. The contractor may use these works in the context of his task and his possible defence.

### 1.2. Negotiation phase process

This contract is a service contract within the meaning of Article 2, 21° of the Public Procurement Act of 17 June 2016. The contract is awarded by negotiated procedure without prior publication on the basis of Article 42, § 1, 1°, a) of the Public Procurement Act of 17 June 2016.

The contracting authority has the option to negotiate with one or more tenderers, or to award the contract without conducting negotiations. In the latter case, the tender initially submitted counts as the final tender. In the course of these negotiations, one or more tenderers may be invited to submit one or more revised tenders.

The contracting authority may also arrange for the negotiations to take place in successive stages in order to limit the number of tenderers with whom the contracting authority negotiates by applying the award criteria.

If a tender contains a substantial irregularity, the contracting authority can have this substantial irregularity regularised.

A late submitted tender or a tender that does not allow for a first assessment of its content cannot be regularised.

The contracting authority can indicate during the course of the negotiations how the adjusted tenders should be submitted.

## 2. Introduction

### 2.1. Meemoo, Flemish Institute for Archives

[Meemoo](#) is a non-profit organisation that, with the help of the Flemish Government, is committed to supporting the digital archive operations of culture, media and government organisations. Together with our partners, we bring the past to life and prepare it for the future. We safeguard their archive content digitally and make it accessible and usable. Meemoo's core tasks are:

- Digitisation, digital preservation and management
- Making content accessible
- Gathering and sharing knowledge
- Giving advice about digital cultural heritage processes
- Setting up collaborative projects

Meemoo is a customer oriented service provider in the field of digitisation, archiving and dissemination. Consequently, meemoo has years of experience in setting up large-scale digitisation projects in which efficiency, economies of scale and quality are paramount. Until now, the focus has mainly been on audiovisual material (moving images and sound).

Meemoo's most important customers ('content partners') at this time are:

- The Flemish commercial, public and regional broadcasters.
- Flemish cultural heritage institutions: The institutions recognized and subsidized by the Cultural Heritage Decree
  - The institutions recognized by the Cultural Heritage Decree
  - City Archives of the Center Cities
- Heritage cells
- Flemish government administrations
- Arts organisations from the Flemish performing arts sector

However, extensions and modifications to this list are possible at any time.

### 3. This tender

For this digitisation project, meemoo selected films with cellulose nitrate as a carrier type from a general survey of the collections of players in the Flemish media and cultural heritage sector.

Meemoo wishes to enter into a contract for the digitisation of these carriers, which will be awarded to one party for the duration of the assignment.

#### 3.1. Procedure

This contract is awarded through the Negotiation Procedure without notification. This means that interested parties can submit a first application until the **24th of May 2022**. These first applications are then evaluated using the exclusion criteria, the selection criteria, the regularity verification process and the awarding criteria.

Tenders that meet the grounds for exclusion, the selection criteria and the regularity check are admitted to the Negotiation phase.

During the Negotiation phase, meemoo contacts the candidates to discuss the first offer. They can then submit their second, modified offer, which is also valid as a Best and Final Offer (BAFO) by the **20th of June 2022** at the latest.

The second BAFO offers will then be re-evaluated on the basis of the regularity study and the award criteria.

#### 3.2. Structure of the documents

This tender consists of eight documents:

- 1) The '**overview document**' (this document) contains general information about meemoo and this Request for Quotation. It describes the structure of documents and the timeline of the request for quotation. It instructs the candidates on how to submit a valid offer, it describes the selection criteria, the regularity verification process, and the award criteria based on which the award decision will be made. Finally, it contains the contractual provisions. This document was originally drawn up in Dutch, an English translation is provided as an attachment for illustrative purposes only.
- 2) The '**background document**' describes meemoo's vision on digitisation, the network of meemoo and its partners, and how this network operates. In addition, the business case is developed: how meemoo would like the project to proceed in general. For each step in the process there are:
  - i. a number of **minimum requirements**: the proposal on these, together with the contractual provisions, form the basis on which the regularity verification process will be checked.
  - ii. accompanying **clarifications**: the proposal on these forms the basis for the judgement regarding the award criterion '**quality of the general project approach**'.
  - iii. A number of **free options** (VOxx) are requested: the applicant is free to respond or not. Meemoo is not bound to take these options.

This document was originally drawn up in Dutch, an English translation is provided as an attachment for illustrative purposes only.

- 3) The **'Photo Bundle'** contains some deterioration phenomena that occur on the material. This document was originally drawn up in Dutch, an English translation is provided as an attachment for illustrative purposes only.
- 4) A **'Model Subcontracting statement'** relating to the appeal to the capacities of individuals or other entities. The tenderer must use this model to indicate which part of the contract he intends to subcontract and the proposed subcontractors (see also section 5.1).
- 5) As a guideline, but non-binding example, there is an example file **voorbeeldfile.zip** attached from a previous digitisation project containing the following files:
  - "film.xsd" to validate specific metadata from AMS.
  - "mets-viaa.xsd" to validate the mets.xml.
- 6) A **'Price Matrix'**: this contains, in addition to general information and contact details, a table where the proposed prices can be inserted. This document was originally drawn up in Dutch, an English translation is provided as an attachment for illustrative purposes only.
- 7) **'Overview list of the films'** to be digitised. This includes technical information and context about the image and sound reels. As this information was originally drawn up in English, only an English version is available.
- 8) **'A Calamity Matrix'**

### 3.3. Timeline of this Request for Quotation

Indicatively, the planned timing of the award process is shown below:

19.04.2022	Sending of the request for proposals.
03.05.2022	Deadline for submission of questions.
10.05.2022, 13:00 CEST:	Online clarification session.
24.05.2022, 12:00 CEST:	Deadline for the submission of first proposals.
24.05.2022 – 10.06.2022:	Evaluation of first proposals.
10.06.2022:	Notification of the result of the first proposals and the start of the negotiation phase.
20.06.2022, 12:00 CEST:	Deadline for the submission of second proposal BAFO.
20.06.2022 – 29.06.2022:	Evaluation of the second proposal BAFO.
29.06.2022:	Decision and awarding, communication of the decision to the candidates.



### 3.4. Questions about the specifications and clarification

Questions about these specifications may **only be asked via e-mail** to Brecht Declercq, Manager Digitisation & Acquisition at meemoo, via the email address [brecht.declercq@meemoo.be](mailto:brecht.declercq@meemoo.be). **Telephone queries will not be answered under any circumstances.**

The contracting authority reserves the right not to answer certain questions, for example if they are irrelevant.

The questions and answers will be communicated to all candidates. To the extent that they are received in time, they will also be covered in any explanatory session. If received before 03.05.2022, they will also be explained during the online explanatory session (10.05.2022, 13.00 CEST). This clarification session can be accessed via the following link: [meet.google.com/eun-xztj-xwd](https://meet.google.com/eun-xztj-xwd).

### 3.5. Instructions for interested candidates

Modalities for the submission of an offer:

- The first offer and all related documents must be submitted before **24.05.2022, 12:00 CEST**.
- The second offer BAFO and all related documents must be submitted before **20.06.2022, 12:00 CEST**.
- The first and second offer and all related documents must be sent via email to Brecht Declercq, Manager Digitisation & Acquisition at meemoo, via the email address: [brecht.declercq@meemoo.be](mailto:brecht.declercq@meemoo.be).
- The offer and all related documents must be drawn up in Dutch or English. Candidates based in a municipality of the Flemish Community without language facilities are obliged to use Dutch, referring to the decree of 30 June 1981, otherwise the offer is invalid. It is permitted to include technical appendices and/or brochures in English, if this is the only language in which they are available.
- The Proposal must include all the legal and other documents required by the specifications.

An offer must in any case contain the following documents:

- The identity details of the tenderer (and of the possible subcontractors).
- A file that formulates an answer to the minimum requirements (ME), clarifications (VD) and free options (VO) as stated in the 'background document'. This file must be submitted **as a PDF file, the text of which is machine searchable**. The candidates are strongly encouraged to:
  - a. Answer the minimum requirements clearly and concisely.
  - b. Answer the clarifications in as much detail as possible.
  - c. Clearly structure all answers and clearly state **the number of the minimum requirement or the clarification** to which the answer is given for each answer.
- Two signed copies of the 'Price Matrix' (once in letters and once in numbers) in which all the requested fields have been completed, including the contact details of the person within your company who is responsible for this assignment and how long the quotation is valid for.

The following documents do not have to be submitted, but can be requested by meemoo:

- Evidence that the applicant is not in a state of exclusion. Details about the documents to demonstrate this can be found in the applicable legislation with the main elements copied under the chapter 'Legal Framework' (4. Legal Framework).
- Evidence of the tenderer's financial and economic standing.

For the sake of comparability, all applicants are requested to adhere to this list as closely as possible. Meemoo reserves the right to refuse any offer that does not meet these guidelines. Any additional information that the applicant wishes to communicate can be sent to meemoo as appendices to the tender

All documents that are part of the tenders must be brought together in a zip file (.zip) before they are emailed to meemoo.

## 4. Legal framework

The main laws and regulations applicable to this Request for Quotation and the subsequent assignment are listed below (this is not an exhaustive list):

- Law of 17 June 2016 on Public Procurement (hereinafter referred to as "Public Procurement Act");
- Royal Decree of 18 April 2017 – on public procurement procedures in the classical sectors
- Royal Decree of 14 January 2013 specifying the general rules for public contracts;
- Law of 17 June 2013 on justification, information and legal remedies with regard to procurement, certain contracts for works, supplies and services and concessions.

### 4.1. Exclusion criteria

The tenderer may not find himself in one of the situations referred to in Articles 67 to 69 of the Public Procurement Act. This includes the mandatory grounds for exclusion, the grounds for exclusion related to tax and social debts, and the optional grounds for exclusion.

Below, the provisions of Articles 61 to 64 of the Placement Royal Decree regarding the grounds for exclusion for an assignment are summarized briefly. The tenderer must check the relevant provisions in the aforementioned Royal Decree in regards to drawing up his offer.

#### 4.1.1. Mandatory exclusion of the right of access

According to Article 69 of the Public Procurement Act and 61, §1 of the Placement Royal Decree candidates are excluded from access to every stage of the award procedure if the contracting authority is aware they have been convicted in a final court judgement for:

1. Involvement in a criminal organisation as defined in Article 324bis of the Criminal Code or in Article 2 of Council Framework Decision 2008/841/JHA of 24 October 2008 on the fight against organised crime;
2. Bribery as defined in Articles 246 and 250 of the Criminal Code or in Article 3 of the Convention against Corruption involving officials of the European Communities or of the Member States of the European Union or in Article 2.1 of Framework Decision 2003/568/JHA of the Council of 22 July 2003 on combating corruption in the private sector;
3. Fraud as defined in Article 1 of the Convention on the protection of the European Communities' financial interests, approved by the law of 17 February 2002;
4. Terrorist offenses or offenses related to terrorist activities as defined in Article 137 of the Criminal Code or in the sense of Articles 1 or 3 of Council Framework Decision 2002/475/JHA of 13 June 2002 on combating terrorism or instigation of, complicity to or attempt to commit such a crime or offense as referred to in Article 4 of the said Framework Decision;
5. Money laundering or terrorist financing as defined in Article 5 of the Act of 11 January 1993 on the prevention of the use of the financial system for money laundering and terrorist financing or within the meaning of Article 1 of Directive 2005/60 /EC of the European Parliament and of the Council of 26 October 2005 on the prevention of the use of the financial system for money laundering and terrorist financing;
6. Child labor and other forms of trafficking in human beings as defined in Article 433quinquies of the Criminal Code or within the meaning of Article 2 of Directive 2011/36/EU of the European Parliament and of the Council of 5 April 2011 on preventing and combating trafficking in human beings and protecting victims thereof, and to replace Council Framework Decision 2002/629/JHA;

7. Employment of third-country nationals residing illegally in the country within the meaning of Article 35/7 of the Law of 12 April 1965 on the protection of the wages of workers or within the meaning of the Law of 30 April 1999 on the employment of strange workers

Tenderers must be able to provide without delay, at the request of the contracting authority, an extract from the criminal record issued on a date no earlier than 12 months before the date of submission of tenders.

#### **4.1.2. Optional exclusion of the right of access**

In accordance with Article 61 of the Public Procurement Act, candidates are excluded from access to every stage of the award procedure if:

1. The contracting authority demonstrates by any appropriate means that the candidate or tenderer has breached the applicable environmental, social and labour law obligations referred to in Article 7;
2. The candidate or tenderer is in a state of bankruptcy or liquidation, has ceased its activities, is undergoing a judicial reorganisation, or has declared bankruptcy, is subject to liquidation or judicial reorganisation proceedings, or finds himself in any analogous situation arising from a similar procedure mentioned in other national regulations;
3. The contracting authority can demonstrate, by any appropriate means, that the candidate or tenderer has committed a serious error in the exercise of his profession, which may cast doubt on his integrity;
4. The contracting authority has sufficient plausible indications to conclude that the candidate or tenderer has allegedly committed acts, entered into agreements or arrangements aimed at distorting competition within the meaning of Article 5(2);
5. A conflict of interest within the meaning of Article 6 cannot be effectively resolved by other less intrusive measures;
6. Due to the candidate's or tenderer's previous involvement in the preparation of the tendering procedure, a distortion of competition as referred to in Article 52 has occurred which cannot be remedied by less intrusive measures;
7. The candidate or tenderer has shown significant or persistent failure to perform a material requirement during a previous public contract, contract with a procurer or concession agreement and this has resulted in the imposition of ex officio measures, damages or other comparable sanctions;
8. The candidate or tenderer is guilty of serious misrepresentation in providing the information necessary for checking the absence of grounds for exclusion or compliance with the selection criteria, or has withheld information, or was unable to submit the supporting documents required under Article 73 or Article 74; or
9. The candidate or tenderer has attempted to improperly influence the contracting authority's decision-making process, to obtain confidential information that could provide it with undue advantages in the tendering process, or to provide culpably misleading information that could significantly influence exclusion decisions, selection and award.

#### **4.1.3. Evidence of the above**

By tendering for this contract, the tenderer declares that no grounds for exclusion apply to them, insofar as these are proven by documents that the contracting authority itself can request electronically. This concerns, in particular, the social security certificate, the certificate of fiscal debts and the certificate of non-failure. The documents required in the context of exclusion do not have to be submitted, but can be requested by meemoo.

Proof that the tenderer is not in one of the cases referred to under grounds for exclusion 1 or 2 must be provided on request:

A. for the compulsory exclusions and the optional exclusions with no. 1°, 2° or 3°: an extract from the judicial record or an equivalent document issued by a judicial or governmental authority in the country of origin or provenance and proving that the requirements have been met; this proof has to be provided both for the legal person and for all the members of the Board of Directors or all the Managers;

B. for the optional exclusions 5° and 6°: a certificate issued by the competent authority of the country concerned;

C. for optional exclusions 4° and 7°: a declaration of honour. This declaration must be provided both for the legal entity and for all members of the Board of Directors or all Managers.

When a document or certificate as referred to in points A and B is required but has not been issued in the country in question, or when it does not cover all the cases referred to in the compulsory exclusions and optional exclusions with 1°, 2° or 3°. It may be replaced by a declaration on oath or, in countries where there is no provision for declarations on oath, by a solemn declaration made by the person concerned before a judicial or administrative authority, a notary or a competent professional or trade body, in the country of origin or provenance.

Please note: if the tenderer, in application of article 74 RD Placement, invokes the capacity of another entity to fulfil the qualitative selection criteria, proof must also be provided for this entity that it is not in a situation of exclusion within the meaning of article 61 of the Royal Decree public procurement procedures in the classical sectors.

#### **4.1.4. Non-discrimination**

The contracting authority has the option, at any stage of the award procedure, to exclude the tenderer if it demonstrates by any appropriate means that the candidate or tenderer violated the applicable obligations defined in Article 7 of the Public Procurement Act on environmental, social and labor law. Social and labor law includes the legislation specified under I.5, b).

## **4.2. Financial and economic capacity criteria**

Only if meemoo asks for it, the financial and economic capacity of the applicant must be proven by the following references:

1. A bank statement in accordance with the model set out in Annex 11 of the Royal Decree of April 2017 on public procurement procedures in the classical sectors.
2. Annual accounts, or filed annual accounts if the legislation of the country of the applicant requires filing;
3. A statement of overall turnover and, where appropriate, of turnover in the business area relevant to the contract, up to a maximum of the last available three financial years, depending on the establishment date or the date on which the bidder began its activity, to the extent that the relevant turnover figures are available.

If the candidate is unable to provide the references requested for reasons which the candidate must justify, economic and financial standing may be proven by any other document with a similar probative value.

## 5. Selection criteria

In addition to the exclusion criteria, the following selection criteria will determine whether or not a candidate will be allowed to submit an offer, which can then be judged according to the regularity verification process, and given a score based on the award criteria. Bidders who do not meet the selection criteria will not be assessed in the regularity verification process or given a score based on the award criteria.

In terms of the selection criteria, the contracting authority may use any means to verify the submitted data, and if necessary request additional documents. The selection criteria are:

### 1. In terms of technical capacity: references

To show that the tenderer has experience with the input and output formats and with the digitisation of nitrate film, he must provide information about the following projects executed by him:

One or more digitisation projects from the last five years, with a total of at least ten hours of nitrate film, and where the same scanning equipment was used as proposed in this offer.

It is allowed to demonstrate this by referring to a project executed by a subcontractor who is involved in the candidature for this procedure.

The candidate or bidder must submit the following details about these reference projects in the attached Price Matrix:

- Name of project.
- Name and email address of the Principal's project leader.
- Name and email address of the Contractor's project leader.
- Volume (hours of film digitised)
- The scanning devices with which these films were digitised.
- Start date and (if appropriate) end date of the project.

### 2. The financial and economic capacity criteria as mentioned above.

## 5.1 Subcontracting

The contracting authority explicitly asks the tenderer to indicate which part of the contract he intends to subcontract and which subcontractors he proposes (name, CBE number, address, telephone and e-mail address, contact person - see also Art. 74 RD Placement).

If the involvement of these subcontractors is necessary in order to meet the minimum threshold of the selection criteria, all documents regarding the grounds for exclusion (mandatory and optional) must be submitted for this 'nominated subcontractor' and attached to the application for participation (Art. 74 RD Placement, Art. 68 RD Placement and Art. 12/2 RD Execution) if requested by meemoo.

The tenderer must also demonstrate that it will have at its disposal the resources required for the execution of the contract, by presenting the commitment of the nominated subcontractor to provide the tenderer with such resources (art. 74 RD Placement). The nominated subcontractor will

complete and sign the Model Subcontracting Declaration and the tenderer will attach this document to the tender.

The tenderer may not rely on the intervention of a subcontractor (nominated or not) when this subcontractor has been denied access on the basis of article 65 RD Placement.

During the performance of the contract, subcontractors other than those listed in the tender may only take part in the performance of the contract with the written consent of meemoo.

## 6. Evaluation of the offers

### 6.1. Regularity verification process

The proposals of the candidates who comply with the selection criteria, will be subjected to the regularity verification process. The regularity verification process examines whether the Proposal complies with the minimum requirements of the 'Background Document' that applies.

All minimum requirements must be met. In the event of deviations, an extensive argumentation must be provided as to why this is the case. Meemoo reserves the right to declare a bid irregular if not all minimum requirements are met and the explanation provided is inadequate. We refer bidders to article 76 of the RD Placement.

In addition, offers are checked whether they meet all the contractual provisions.

### 6.2. Awarding criteria

The award criteria are only applied to Proposals which meet the selection criteria and the regularity verification process. In addition, offers must fully meet the conditions and objectives of the contractual documents. Offers with substantial deviations or which compromise the comparability of the offers, will be refused on principle.

Meemoo reserves the right not to award the contract.

The Proposals will be assessed on the basis of the following award criteria and in accordance with the weighting percentages. The assessment will be carried out by a panel of experts assembled by meemoo.

Free variants are not permitted. No mandatory or optional variants are provided.

To clarify the criteria, it will be explained which assessment criteria, among others, will be taken into account in the context of an overall assessment, without this being necessarily exhaustive.

#### 6.2.1. Distinctness of the offer (5% of the total score)

This criterion will be assessed on the basis of:

- Readability and overall clarity: the structure of the Proposal, the presence of a table of contents, information about which minimum requirement (MExx) or clarification (VDxx) a certain part of a response refers to, and a correctly completed Price Matrix.
- Digital searchability: it must be possible to search the entire text and retrieve terms in the documents submitted, except the supporting documents supplied by external parties, with a machine. All submitted documents must be collected in a zip file (.zip) before they are sent to meemoo.
- Absence of irrelevant and unnecessary information.

If all of the above 3 aspects are properly respected, the candidate will receive the maximum points on this criterion. For each of the above aspects which is not properly respected, the candidate will lose 1.5 points out of the maximum of 5 point.

#### 6.2.2. Beneficial pricing (45% of the total score)



The tenderer shall indicate a proposed price per film in the Price Matrix. The unit prices and global prices of the contract include all charges taxing the contract, with the exception of value added tax. The value added tax is shown in a separate item of the Price Matrix to be added to the price of the quotation. If the tenderer fails to fill in this item, the price offered will be increased by this tax by the contracting authority.

The tenderer must provide all information to enable meemoo to examine the offered prices. After a price investigation within the meaning of Articles 33 to 37 of the Public Procurement Act, meemoo will be able to exclude offers with speculative or abnormal prices as irregular.

There are three price-related criteria, each of which is closely related to the estimated preparation time per film (see also the Price Matrix and the background document paragraph 3.1.). Although meemoo will provide an estimated preparation time for each film to be digitised and gives the proportions of estimated preparation times within the total collection to be digitised, this preparation time remains partly unpredictable. Therefore, during the execution of the assignment, the tenderer is allowed to move up to 5% (expressed in number of films) of the total collection to be digitised into the next category, which is related to the preparation time. In any case, this must always be done in consultation with meemoo.

#### 6.2.2.1. Beneficial pricing: category A (25%)

This criterion will be assessed on the '**Price per hour of digitised film – Category A**'. This covers the full offer in response to the minimum requirements and clarifications related to the general project, excluding the optional part. The tenderer must demonstrate in the 'Price Matrix' a '**Price per hour of digitised film – category A**' for all required target formats (see 'Background Document' 3.1 and the 'Price Matrix' for more information).

This criterion will be assessed by the following formula:

$$[(PPU_{352k}) * 0.5] + [(PPU_{354K}) * 0.5]$$

with:

- $PPU_{352K}$  = Price per hour of digitised film in 35mm film to 2K resolution
- $PPU_{354K}$  = Price per hour of digitised film in 35mm film to 4K resolution

This criterion will be assessed by the following formula:

$$Pt = Pt.max \times (Pr.min / Pr.Proposal)$$

where:

<b>Pt</b>	= points awarded for the criterion
<b>Pt.max</b>	= maximum weighting of the criterion (25 points out of 100)
<b>Pr.min</b>	= lowest price of the Proposals found to be in accordance with regularity requirements
<b>Pr.Proposal</b>	= Proposal price

#### 6.2.2.2. Beneficial pricing: category B (10%)

This criterion will be assessed on the '**Price per hour of digitised film – Category B**'. This covers the full offer in response to the minimum requirements and clarifications related to the general project, excluding the optional part. The tenderer must demonstrate in the 'Price Matrix' a '**Price per hour of**

**digitised film – category B'** for all required target formats (see 'Background Document' 3.1 and the 'Price Matrix' for more information).

This criterion will be assessed by the following formula:

$$[(PPU_{352k}) * 0.5] + [(PPU_{354K}) * 0.5]$$

with:

- $PPU_{352k}$  = Price per hour of digitised film in 35mm film to 2K resolution
- $PPU_{354K}$  = Price per hour of digitised film in 35mm film to 4K resolution

This criterion will be assessed by the following formula:

$$Pt = Pt.max \times (Pr.min / Pr.Proposal)$$

where:

<b>Pt</b>	= points awarded for the criterion
<b>Pt.max</b>	= maximum weighting of the criterion (10 points out of 100)
<b>Pr.min</b>	= lowest price of the Proposals found to be in accordance with regularity requirements
<b>Pr.Proposal</b>	= Proposal price

#### 6.2.2.3. Beneficial pricing: category C (10%)

This criterion will be assessed on the '**Price per hour of digitised film – Category C**'. This covers the full offer in response to the minimum requirements and clarifications related to the general project, excluding the optional part. The tenderer must demonstrate in the 'Price Matrix' a '**Price per hour of digitised film – category C**' for all required target formats (see 'Background Document' 3.1 and the 'Price Matrix' for more information).

This criterion will be assessed by the following formula:

$$[(PPU_{352k}) * 0.5] + [(PPU_{354K}) * 0.5]$$

with:

- $PPU_{352k}$  = Price per hour of digitised film in 35mm film to 2K resolution
- $PPU_{354K}$  = Price per hour of digitised film in 35mm film to 4K resolution

This criterion will be assessed by the following formula:

$$Pt = Pt.max \times (Pr.min / Pr.Proposal)$$

where:

<b>Pt</b>	= points awarded for the criterion
<b>Pt.max</b>	= maximum weighting of the criterion (10 points out of 100)
<b>Pr.min</b>	= lowest price of the Proposals found to be in accordance with regularity requirements
<b>Pr.Proposal</b>	= Proposal price

### 6.2.3. Quality of the overall approach to the project (50% of the total score)

This criterion will be assessed on the basis of the following characteristics:

- The quality of the candidacy or proposal formulated in response to the clarifications.
- The extent to which the candidate or bidder makes suggestions for improving the process and/or specifications.
- The completeness and clarity of the offer.

These elements will not be reviewed separately, but as part of the general assessment. For the evaluation of this qualitative award criterion, scoring parameters with an associated weighting percentage will be used, as set out below:

- **0% of the maximum for the criterion:** Exceptionally low-quality Proposal. The Proposal answers none of the questions with a minimum amount of quality.
- **10% of the maximum for the criterion:** Very low-quality Proposal. The Proposal answers almost none of the questions with a minimum amount of quality.
- **30% of the maximum for the criterion:** Low quality Proposal. The Proposal answers some questions with a minimum amount of quality, but for most it does not.
- **50% of the maximum for the criterion:** Average quality Proposal. The Proposal answers most questions with a minimum amount of quality.
- **60% of the maximum for the criterion:** Good-quality Proposal. Most questions get an answer with a minimum amount of quality. Some questions get an answer with more than the minimum quality.
- **70% of the maximum for the criterion:** Very good quality Proposal. The answers obtain a minimal amount of quality for all questions and some questions get an answer with more than the minimum quality.
- **80% of the maximum for the criterion:** High quality Proposal. The answers obtain a minimal amount of quality for all questions and in many cases the questions get an answer with more than the minimum quality.
- **90% of the maximum for the criterion:** Very high-quality Proposal. The answers obtain a minimal amount of quality for all questions and in many cases the questions get an answer with more than the minimum quality. The offer has an added value on some aspects.
- **100% of the maximum for the criterion:** Exceptionally high-quality Proposal. The answers obtain a minimal amount of quality for all questions and in many cases the questions get an answer with more than the minimum quality. The offer has an added value on many aspects.

## 7. Contractual clauses

This section governs the procedure relating to the performance of the contract. To the extent that it is not deviated from, the Royal Decree of 14 January 2013 laying down the general rules of public procurement and concessions of public works and any subsequent changes is applicable to every assignment, with the exception of the provisions relating to the surety bond and those relating to ex officio action. These are applicable to the entire contract.

### 7.1. Leadership and supervision

The implementation of the services will be supervised by Brecht Declercq, Digitisation & Acquisition Manager at meemoo:

- Email: [brecht.declercq@meemoo.be](mailto:brecht.declercq@meemoo.be)
- Phone: +32 9 298 05 01
- Mobile: +32 474 250467

Delivery will be overseen by Nico Verplancke, director of meemoo:

- Email: [nico.verplancke@meemoo.be](mailto:nico.verplancke@meemoo.be)
- Phone: +32 9 298 05 01

### 7.2. Duration

Expected end date of the services: **30.11.2022**. The nitrate films must all be digitised and the files must be delivered by that date at the latest.

### 7.3. Payment

Payments are made per order, and shall take place within 30 calendar days after the approval of the claim. The invoice shall be treated as a debt claim. All invoices need to be made for one or more complete batches and must be sent to:

meemoo vzw  
Ham 175  
9000 Gent  
België

The order number must clearly be stated on invoices, as well as the number of the batch(es) concerned. Invoices must clearly state the performance and/or supplies for which payment is requested.

The mention of the term of the contract and the total size of the collections, will in no way imply a purchase obligation for meemoo.

## 7.4. Ex officio measures

In the event of a serious breach by the contractor, meemoo is entitled to take ex officio measures in accordance with the procedures stipulated in Article 47 of the Royal Decree of 14 January 2013 laying down the general rules on public contracts and concessions for public works.

Serious or repeated minor shortcomings of the contractor, which are not or insufficiently remedied within the time limits established for the purpose, can give rise to termination of the contract. In this situation, meemoo will first notify the contracting party by registered mail of any shortcomings and set a reasonable deadline for them to be remedied. If this deadline is not met or if new problems are identified within 6 months after the problems were detected, meemoo may terminate the contract by registered mail.

This contract and any assignment given under this contract are terminated by operation of law in the event of bankruptcy of the contractor.

If the contract is terminated pursuant to the preceding articles, the contractor undertakes to take all the necessary steps to ensure that all materials, data, documents and the like related to or resulting from the implementation of the framework contract and the assignments are immediately delivered to meemoo. In such a case, meemoo acquires all the relevant rights.

## 7.5. Confidentiality clause

The bidder undertakes to strictly observe the confidentiality of the works, information, documents, files, materials and data (hereafter named as "the information"), in any format and on any medium, in any way, oral or in written form which is entrusted to the bidder by meemoo, or which the bidder might come to learn through or in connection with the performance of the present assignment, as well as the files and documentation which result from processing such information, and of all works that will be created, in any format or on any medium, by or commissioned by the contracting authority (such as notes and reports).

The bidder shall only pass on any information from meemoo to employees who are directly involved in carrying out the assignment. The bidder undertakes not to use the information other than for the execution of the present contract.

The bidder undertakes neither to mention the assignment in the bidder's publicity, nor to mention the contract as a reference, without prior permission from meemoo. The bidder undertakes to add a signed confidentiality agreement when submitting the Proposal. Any breach of this confidentiality clause will be considered a serious breach which, notwithstanding the right for meemoo to ask for further indemnities, will have as a consequence and without prior notice of default the immediate end of the contract.

## 7.6. Intellectual property rights

Since the contractor, with regard to the material itself, merely applies a technical process (digitisation) and does not create any intellectual work, no copyrights originate on the footage on the part of the contractor, and this is recognized by the contractor.