PUBLIC INVITATION TO TENDER FOR PUBLIC RELATIONS & SOCIAL MEDIA FOR THE GERMAN FILMS CAMPAIGN “FACE TO FACE WITH GERMAN FILMS”

Award procedure: Public invitation to tender

Scope of invitation to tender: International

Type of tender invited: Provision of services and deliverables (VOL/A)

Title: German Films is looking for an agency to handle Public Relations (offline & online) and Social Media for the campaign FACE TO FACE WITH GERMAN FILMS.


Customer organization: German Films Service + Marketing GmbH Herzog-Wilhelm-Straße 16 80331 Munich

Contact partner: Birgit Koch, Email: koch@german-films.de Angela Hawkins, Email: hawkins@german-films.de

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SECTION A – APPLICATION CONDITIONS

1. Awarding office (name and address of the customer organization):
   German Films Service + Marketing GmbH
   Herzog-Wilhelm-Straße 16
   80331 Munich
   www.german-films.de

   Contact partner: Birgit Koch & Angela Hawkins,
   email: koch@german-films.de; hawkins@german-films.de,
   phone: +49 89 5997 87 44; +49 89 5997 87 17

2. Type of tender:
   Public invitation to tender

3. Form in which tender should be submitted:
   Tenders incl. all components (form for tender in accordance with Part E – Form for Tender besides necessary enclosures, as well as a binding calculation of costs, and a concept indicative of quality, character of realization and practicality) must be submitted in written form (per email or per post in a sealed envelope), in the English language, and bearing a legally binding signature, to the address for submission of tenders given under 1. by the deadline for the submission of tenders.

4. Nature, scope and location of the services to be provided:
   German Films is looking for an agency to handle Public Relations (offline & online) and Social Media for the campaign FACE TO FACE WITH GERMAN FILMS.

5. Division into lots:
   The contract is not divisible into lots.

6. Subsidiary tenders:
   Subsidiary tenders are not permitted.

7. Date of realization:
   The PR work should start 1 March 2017 until 30 November 2017, Social Media 1 May 2017 until 30 November 2017.

8. Fees required, and details of fee payment for the sending of bids and documents:
   No fee will be incurred

9. Deadline for tenders:
   The deadline for submission of tenders is 4:30 pm (CET) on 31 January 2017.
   Bidders are responsible for the punctual arrival of tenders.
10. **Address to which tenders should be submitted:**
   Address, see No. 1

11. **To assess the suitability of tenders, the following personal declarations or evidential documents must be submitted together with tenders in accordance with § 6 para. 3 VOL/A:**
   
   a. A verifiable list of client references should be submitted together with the tender; this must include at least three briefly described and illustrated references in the field of international film PR and international social media campaigns including work with actors/actresses and work with media in different countries dating from the last three business years.
   
   b. A formal declaration that none of the criteria for exclusion cited in § 6 Para. 5 VOL/A is existing.

   c. A declaration of employees who will be made available for the realization of the contract, including information on their qualifications and professional experience.

12. **Date for awarding contract:**
   The final date for validity of offers is 20 February 2017. Up to this point, the bidder will be bound by his offer. The contract will be awarded by the final date for the validity of offers at the latest.

13. **Evaluation criteria:**
   German Films will award the contract to the most cost-effective tender. The cost-effectiveness of tenders will be judged according to the following award criteria with corresponding weightings:
   
   a. Price: 50%

   b. Quality, nature of realization, experience in comparable projects and practicality of services: 50%
SECTION B – CONDITIONS OF CONTRACT

1. Constituents of contract:

The constituents of this contract are – in case of any objections that cannot be resolved through construction –, in the following order

- the stipulations of this contract,
- the tender submitted by the tendering organization,
- the remaining award documents, in addition to
- any written letters or documents pertaining to the award process.

2. Basic principles of the contract:

The basic principles of this contract, decisive to the scope of services to be provided by the tendering organization, are the relevant, binding regulations of the European Union and the Federal Republic of Germany, in addition to – subject to the arrangements of this contract and its enclosures – the following regulations in the valid version at the time of concluding this contract, in the following order:

- the relevant technical standards, guidelines and regulations,
- the General Contractual Conditions for the Implementation of Services (VOL/B), and
- any other relevant legal regulations.

The general business regulations and/or delivery conditions of the tendering organization will not be applicable.

3. Duration of contract and cancellation:

This contract begins with the decision to make an award concerning the above-named invitation to tender. According to civil law, the decision to award a contract under procurement law represents the conclusion of a contract, so that no contractual signature is required.

The object of the said contract is Public Relations (offline & online) and Social Media for the campaign FACE TO FACE WITH GERMAN FILMS.

The contract may be cancelled in extraordinary circumstances during the entire period of its validity, upon presentation of a compelling reason. The customer organization will acknowledge the existence of a compelling reason in particular
if the financial situation of the tendering organization deteriorates considerably
or a bankruptcy case is initiated over the financial property of the tendering
organization or the opening of such a case is rejected due to insufficiently of
assets.

4. **Time plan:**

The following fixed dates will be agreed in the context of the realization:

- Preparation/discussions with customer organization: immediately after award of tender
- Begin of PR work: 1 March 2017
- Begin of Social Media work: 1 May 2017
- End of PR and social media work: 30 November 2017

5. **Deadlines / Implementation of services:**

The tendering organization guarantees to realize the full services within the
time frame named in Section B, No. 4.

The services contracted are defined in **Section C – Description of services / Detailed requirements** of the procurament documents.

Should the tendering organization fail to meet the given deadlines, it will be in
default of contract without reminder, unless the deadline period is interrupted
by times during which the realization of the contract cannot be continued due to
reasons for which the customer organization bears responsibility. The tendering
organization must inform the customer organization immediately, in writing, of
any delays that could lead to an inability to fulfill any of the deadlines named in
Section B. No. 4. In all other cases, legal stipulations will apply in case of delay.

Should the customer organization deem the services provided inadequate in any
way, it will inform the tendering organization of this in writing. Any inadequate
service must be corrected subsequently by the tendering organization within a
suitable period after notice given by the customer organization.

Should the tendering organization be obliged to pay back, partially or in full, and
for reasons for which it can be held responsible, any payments already made to
it by the customer organization, the sum to be repaid will be subject to interest
from the day of payment by the customer organization to the date of repayment
by the tendering organization at a rate of 5 % above the basic interest rate, in
accordance with § 247 of the Bürgerliches Gesetzbuch (BGB). §§ 286, 288 BGB
remain untouched.
6. **Contact partners for the project:**

The project PR and Social Media for the German Films campaign Face to Face with German films is being coordinated on behalf of the customer organization by Birgit Koch and Angela Hawkins.

The contact partner will name for the tendering organization, where applicable, further participants in the project on behalf of German Films Service + Marketing GmbH, insofar as this becomes necessary during the project.

The tendering organization will also designate a contact partner, who will be available to contact personally and by telephone should the customer organization require to do so.

The contact partner named by the tendering organization will remain responsible for the entire project. Change will only be admissible upon the expressed wish of the customer organization or if a submission by the tendering organization is correspondingly accepted, or inner-firm necessity on the part of the tendering organization makes a change appear unavoidable.

7. **Payment:**

Payment for PR will be made in equal part-sums due end of May 2017, end of July 2017, end of September 2017 and end of November 2017. Payment for Social Media will be made monthly.

Prerequisite to payment is the presentation of a verifiable original invoice with two additional copies by the tendering organization. The customer organization’s address for this invoice is:

German Films Service + Marketing GmbH
Herzog-Wilhelm-Straße 16
80331 Munich

The legal date of payment will be the date of submitting payment authorization to a financial institute.

Cashless payment by the customer organization will be made 15 working days after receipt of the verifiable invoice. It will be paid into an account belonging to the tendering organization, which must be designated.

8. **Liability and securities:**

The tendering organization will be held liable in accordance with legal stipulations. Any provision of securities in the form of sureties or the like is not required.
9. **Contracting of subcontractors:**

In principle, this agreement excludes the contracting of subcontractors.

In exceptional cases, and only with previous written agreement from the customer organization, the tendering organization is entitled to subcontract services to a second company. In cases where subcontractors are utilized, the tendering organization undertakes to ensure that any subcontracted companies do not pass on services required from them to a third party.

10. **Confidentiality agreement:**

Both parties are obliged to maintain silence with respect to any confidential information concerning the other party in each case, and to utilize such information only for the realization of this contract and the purposes pursued by it. This obligation will continue for a period of twelve months after completion of the contract.

11. **Alterations to this contract:**

Alterations and additions to this contract must be made in writing. This also applies to the aforesaid written form requirement.

12. **Partial Nullity / Partial Ineffectiveness / Contractual Omissions:**

Should any terms of this contract be or become entirely or partially ineffective, the remaining terms of the contract will stay effective. The same is applicable to any omission in its provisions.

In place of any ineffective or unrealizable agreement or the amendment of any omissions, an agreement the parties would have made had they recognized the ineffectiveness of the provision will be regarded as valid.

13. **Place of Performance, Place of Fulfilment and Place of Jurisdiction:**

Coordination sessions will take place in the rooms of the customer organization, Herzog-Wilhelm-Straße 16, 80331 Munich. Place of fulfilment is Munich, Germany.

Exclusive place of jurisdiction for all claims is Munich, Federal Republic of Germany.
SECTION C – DESCRIPTION OF SERVICES / DETAILED REQUIREMENTS

German Films Service & Marketing GmbH is realizing a campaign titled FACE TO FACE WITH GERMAN FILMS, which will be launched at the German Films cocktail during the Cannes Film Festival 2017 (20 May 2017) and proceeding until 30 November 2017.

The goal of the FACE TO FACE WITH GERMAN FILMS campaign is to celebrate and spotlight the international successes of German film productions during the recent years and also create a label “German Films” by promoting and highlighting interesting “faces” of the German film industry.

Target groups of the campaign are the international film industry (buyers, distributors, festival programmers, producers, directors…), press (trade and consumer press) and through them also international audiences.

This will be the second edition of the campaign. The first edition, which highlighted six German actresses who have starred in German films successful at international festivals in 2016 or in interesting upcoming projects, was launched at the London Film Festival 2016. This second edition will center around six German actors.

The campaign is based on high-quality photos (single shots & group shots) of the actors by a well-known German photographer which can be used as artwork for ads, social media and PR placements.

We are looking for an agency to handle Public Relations [offline & online] and Social Media for the campaign.

Tasks to be covered:

PUBLIC RELATIONS:

- Create and implement an international PR strategy to launch and establish the initiative and position it strongly with international press [offline & online] and industry during the year
- Create a press kit for the campaign
- Create copy and content and send out press releases to suitable international media contacts and follow up on coverage with suitable media
- Organize the launch of the campaign at the German Films cocktail during the Cannes Film Festival 2017 [including photo call & interview junket] as well as of other [smaller] events for international press at international film festivals [three additional events at the most]
- Liaise with international distributors who will be releasing German films to provide materials and acquire coverage of FACE TO FACE WITH GERMAN FILMS within their release PR campaigns
- Create and implement PR hooks to acquire coverage in international media for the campaign during the year [media partnership with an international trade magazine, set visit, exclusive photo placements, panels, themed roundtable, etc.]
• Media and ad placement consultation within the framework of and in coordination with the PR strategy
• Reporting

**SOCIAL MEDIA:**
• Content Strategy Creation (incl. tonality, content schedule)
• Day-to-day Social Community Management
• Bespoke digital asset creation for social channels
• Infographics and other PR-able digital assets
• Organizing junket time for ‘social exclusives’
• Co-coordinating with publicity team for any exclusive breaks (e.g. special shoots)
• Interviewing and editing junket content
• Competitions (including UGC mechanics)
• Social Monitoring, reporting, insight
SECTION D – CONCLUSIVE LIST OF VERIFICATION AND DOCUMENTS TO BE SUBMITTED WITH THE TENDER

- A verifiable list of client references should be submitted together with the tender; this must include at least three briefly described and illustrated references in the field of international film PR and international social media campaigns including work with actors or actresses and work with media in different countries (exclusive of Germany) dating from the last three business years.

- A formal declaration that none of the criteria for exclusion cited in § 6 Para. 5 VOL/A is existing

- A declaration of employees who will be made available for the realization of the contract, including information on their qualifications and professional experience

- Form for tender in accordance with Section E – Form for tender

- Binding calculation of costs

- Concept providing information about quality, type of realization, and practicality
SECTION E – FORM FOR TENDER

We hereby bid in the context of the international invitation to tender made by German Films Service + Marketing GmbH for PR and Social Media for the Face to Face with German Films campaign, offering services for the following overall price in accordance with the enclosed cost calculation:

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plus the legally applicable rate of VAT.

We also confirm that our tender encompasses Sections A to D of the procurement documents issued by German Films Service + Marketing GmbH relating to the contract for PR and Social Media for the Face to Face with German Films campaign

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Place, Date  Signature of Tender
Company stamp

Enclosures