



TENDER SPECIFICATIONS

Open Invitation to Tender

No. CEPOL/PR/OP/2018/001

Hotel Services in Budapest

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TABLE OF CONTENT

SECTION A - INTRODUCTION	4
A.1. SUMMARY	4
A.2. WHAT IS CEPOL?	5
A.3. WHAT IS PROCUREMENT?	5
A.4. CONFIDENTIALITY & PUBLIC ACCESS TO DOCUMENTS	6
A.5. PARTICIPATION IN THE PROCUREMENT PROCEDURE	6
A.6. CAN A CONSORTIUM SUBMIT A TENDER? IS SUBCONTRACTING ALLOWED? ..	6
SECTION B - SPECIFIC INFORMATION ON THIS PROCUREMENT PROCEDURE	7
B.1. TECHNICAL SPECIFICATIONS	7
B.1.1. PURPOSE OF THE PROCUREMENT PROCEDURE AND SCOPE OF THE CONTRACT	7
B.1.2. DESCRIPTION OF THE SUBJECT OF THE CONTRACT AND GENERAL REQUIREMENTS	7
B.1.3. SPECIFIC REQUIREMENTS TO THE SERVICES	8
B.1.4. OTHER REQUIREMENTS	12
B.1.5. VARIANTS	14
B.1.6. DIVISION INTO LOTS	14
B.2. CONTRACT	14
B.2.1. TYPE OF CONTRACT	14
B.2.2. MODEL CONTRACT AND ACCEPTANCE OF THE TERMS AND CONDITIONS	16
B.2.3. CONTRACT PRICES AND PRICE REVISION	16
B.2.4. DURATION OF THE CONTRACT	16
B.2.5. VOLUME OF THE CONTRACT	16
B.2.6. PAYMENT	17
B.2.7. CONTRACT IMPLEMENTATION TIMETABLE	17
B.3. THE CONTENT OF THE TECHNICAL PROPOSAL	17
B.4. THE CONTENT OF THE FINANCIAL PROPOSAL	18
B.5. ASSESSMENT OF TENDERERS AND TENDERS	18
B.6. ASSESSMENT OF TENDERERS: ELIGIBILITY AND CAPACITY	18
B.6.1. ELIGIBILITY OF THE TENDERER: EXCLUSION CRITERIA	18
B.6.2. CAPACITY OF THE TENDERER: SELECTION CRITERIA	19
B.7. ASSESSMENT OF THE TENDERS: EVALUATION OF THE AWARD CRITERIA	22
B.7.1. TECHNICAL EVALUATION	22

B.7.2. FINANCIAL EVALUATION.....	24
B.7.3. AWARD OF THE CONTRACT.....	25
B.8. TIMETABLE.....	25
SECTION C - INSTRUCTIONS ON HOW TO TENDER.....	27
C.1. CONTENTS OF YOUR TENDER.....	27
C.1.1. IMPORTANT NOTE.....	28
C.2. LANGUAGE OF YOUR TENDER.....	28
C.3. HOW TO PACKAGE YOUR TENDER?.....	28
C.4. HOW TO DISPATCH YOUR TENDER?.....	29
C.4.1. IMPORTANT NOTE: PROOF OF DISPATCH.....	29
C.5. CONTACTS BETWEEN CEPOL AND TENDERERS.....	30
C.5.1. BEFORE THE DEADLINE FOR DISPATCHING TENDERS.....	30
C.5.2. AFTER THE DEADLINE FOR DISPATCHING TENDERS.....	30
SECTION D - HOW WILL TENDERS BE EVALUATED.....	31
D.1. PUBLIC OPENING SESSION.....	31
D.1.1. FORMAL OPENING REQUIREMENTS.....	31
D.1.2. MODALITIES TO ATTEND THE PUBLIC OPENING SESSION.....	31
D.2. TENDER EVALUATION SESSION.....	31
SECTION E - JOINT OFFERS SUBMITTED BY CONSORTIA AND SUBCONTRACTING: TERMS AND CONDITIONS.....	33
E.1. JOINT OFFERS SUBMITTED BY CONSORTIA.....	33
E.1.1. INTRODUCTION.....	33
E.1.2. DOCUMENTATION / INFORMATION TO BE PROVIDED.....	33
E.1.3. EVALUATION.....	34
E.1.4. CONTRACT IMPLEMENTATION.....	34
E.2. SUBCONTRACTING.....	35
E.2.1. INTRODUCTION.....	35
E.2.2. DOCUMENTATION / INFORMATION TO BE PROVIDED.....	35
E.2.3. EVALUATION.....	35
E.2.4. CONTRACT IMPLEMENTATION.....	36
SECTION F - SIGNATURE OF THE CONTRACT WITH THE SUCCESSFUL TENDERER: PROVISION OF DOCUMENTATION.....	37
LIST OF ANNEXES.....	39

SECTION A - INTRODUCTION

A.1. SUMMARY

Contracting authority	European Union Agency for Law Enforcement Training (hereafter referred to as “CEPOL”).
Purpose	The purpose of this procurement procedure is for CEPOL to conclude with the successful tenderers multiple framework contracts for the provision of hotel accommodation services and meeting facilities in Budapest, Hungary.
Lots	This procurement procedure is not divided into lots.
Volume (maximum)	The maximum volume of the contract (all payments to the contractors) over a maximum possible duration of 48 months is estimated at 1,600,000 Euro (excluding VAT) . CEPOL may at a later stage exercise the option to increase the maximum contract volume via negotiated procedures with the successful tenderers in accordance with Art. 134 (1) (e) of Commission Delegated Regulation (EU) No 1268/2012 ¹ on the rules of application of Regulation (EU, Euratom) No 966/2012 ² of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union.
Contracts	CEPOL aims to conclude a framework contract with at least three (3) successful tenderers, that shall be implemented through a cascade system for hotel accommodation services and through reopening of competition for meeting facilities. The successful tenderers are hereafter referred to as “Contractors” or “Hotels”. A draft framework contract is included (see Annex I).
Duration of contract	12 months, renewable up to three (3) times, each time for a 12 months period, thus the maximum possible contract duration is 48 months.
Main place of performance of services	Budapest, Hungary.
Variants	Not permitted.
Joint offers	Permitted.
Subcontracting	Permitted. However, any intention to sub-contract must be clearly announced in the offer.

¹ As amended by Commission Delegated Regulation (EU) 2015/2462 of 30 October 2015.

² As amended by Regulation (EU, Euratom) 2015/1929 of the European Parliament and of the Council of 28 October 2015.

A.2. WHAT IS CEPOL?

1. What is CEPOL?

CEPOL is an agency of the European Union dedicated to develop, implement and coordinate training for law enforcement officials.

Since 1 July 2016, under its current legal mandate³, CEPOL's official name is "The European Union Agency for Law Enforcement Training".

2. Where is CEPOL located?

CEPOL's headquarters are located in Budapest, Hungary.

3. Why does CEPOL exist?

CEPOL contributes to a safer Europe by facilitating cooperation and knowledge sharing among law enforcement officials of the EU Member States and to some extent, from third countries, on issues stemming from EU priorities in the field of security; in particular, from the EU Policy Cycle on serious and organised crime.

4. What does CEPOL do?

CEPOL brings together a network of training institutes for law enforcement officials in EU Member States and supports them in providing frontline training on security priorities, law enforcement cooperation and information exchange. CEPOL also works with EU bodies, international organisations, and third countries to ensure that the most serious security threats are tackled with a collective response.

A.3. WHAT IS PROCUREMENT?

Procurement covers public contracts as well as procurement procedures. Public contracts are defined as purchases by a public authority of services, goods or works. A procurement procedure is the structured way that leads to the award of a public contract.

The purpose is:

- to guarantee the widest possible participation of economic operators,
- to ensure the transparency of operations, and
- to obtain the desired quality of services, supplies and works at the best possible price.

Offers submitted in the context of a procurement procedure are referred to as "tenders".

An economic operator who has submitted a tender is referred to as "tenderer".

An economic operator who has been awarded the contract is referred to as "contractor".

CEPOL procurement is governed by:

- Regulation (EU, Euratom) No 966/2012 of the European Parliament and the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union, as amended by Regulation (EU, Euratom) No 2015/1929 of the European Parliament and the Council of 28 October 2015; and

³ Regulation (EU) 2015/2219 of the European Parliament and of the Council of 25 November 2015.

- Commission Delegated Regulation (EU, Euratom) No 1268/2012 of 29 October 2012 on the rules of application of Regulation (EU, Euratom) No 966/2012, as amended by Commission Delegated Regulation (EU) 2015/2462 of 30 October 2015.

A.4. CONFIDENTIALITY & PUBLIC ACCESS TO DOCUMENTS

In the general implementation of its activities and for the processing of tendering procedures in particular, CEPOL observes the following rules:

- Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 and Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data; and
- Council Regulation (EC) No 1049/2001 of 30 May 2001 regarding public access to European Parliament, Council and Commission documents.

A.5. PARTICIPATION IN THE PROCUREMENT PROCEDURE

This procurement procedure is open to any natural or legal person wishing to bid for the assignment and established in any of the European Union Member States, the former Yugoslav Republic of Macedonia, Albania, Montenegro, Serbia, Bosnia and Herzegovina, Iceland, Norway and Liechtenstein.

In addition, tenderers must not be in any situation of exclusion under the exclusion criteria (see paragraphs indicated in **Chapter B.6.1.** of these tender specifications) and must have the legal capacity to allow them to participate in this tender procedure (see paragraphs indicated in **Chapter B.6.2** of these tender specifications).

Please note that any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or CEPOL during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of his tender and may result in administrative penalties.

A.6. CAN A CONSORTIUM SUBMIT A TENDER? IS SUBCONTRACTING ALLOWED?

Consortia of economic operators are authorised to submit tenders (joint offers) in compliance with the terms and conditions specified in **Title E.1.**

The tenderer may subcontract the tasks specified in **Title B.1** (Technical specifications) to other economic operators in compliance with the terms and conditions for subcontracting specified in **Title E.2.**

SECTION B - SPECIFIC INFORMATION ON THIS PROCUREMENT PROCEDURE

N.B. This section describes in detail the goods and/or services that CEPOL wishes to acquire. It also provides information on the contract that will be signed following the conclusion of the procurement procedure and provides instructions and guidance to the economic operators willing to submit tenders about the content and nature of the tender they have to submit. Furthermore, it describes in detail how the tenderers and the tenders will be assessed by CEPOL against the exclusion, selection and award criteria and how the successful tenderers will be identified.

The technical specifications will serve as the contractor's mandate during the contract execution and the entire tender specifications will become an integral part of the contract that will be concluded following the award.

B.1. TECHNICAL SPECIFICATIONS

B.1.1. PURPOSE OF THE PROCUREMENT PROCEDURE AND SCOPE OF THE CONTRACT

The scope of this procedure is the provision of local hotel accommodation and meeting facilities for CEPOL in Budapest, Hungary (hereinafter referred to as "Budapest").

As a result of this procurement procedure, CEPOL shall establish two (2) lists:

1. list of hotels for accommodation services;
2. list of hotels for meeting facilities.

The successful hotels may be placed either only on the first list or on both lists.

The use of the lists during contract implementation is described in **Chapter B.2.1.**

B.1.2. DESCRIPTION OF THE SUBJECT OF THE CONTRACT AND GENERAL REQUIREMENTS

To achieve its goal of developing, implementing and coordinating training for law enforcement officials, CEPOL organises meetings of various numbers of participants and duration throughout the year. In order to accommodate participants (groups) of such meetings, as well as other, individual, guests, CEPOL needs to book accommodation in hotels close to its premises (in the centre of Budapest, in Ó Utca 27, 1066) or within easy reach.

Furthermore, throughout the year, CEPOL may organise meetings in professional meeting venues outside CEPOL premises. Such events sometimes may require ancillary services (e.g. catering services) and, in some cases, also room accommodation, if possible in the same venue.

Since October 2014, CEPOL has managed the accommodation and meeting logistics in Budapest through its travel agent. This contract will come to an end in March 2018 and CEPOL intends to take over the booking of hotels in Budapest directly.

Within CEPOL, the task of managing the logistics of activities is ensured by activity managers (for CEPOL courses and grant activities) and specific staff members for other meetings. A dedicated team of 5 staff members (the travel team) is supporting CEPOL staff members with requesting individual/group booking services for the visiting groups, involving close liaison with the contractor.

In order to maintain the positive image of CEPOL, it is essential that the quality of the services offered and the organisational proficiency of the selected contractor(s) are of a consistently high level throughout the duration of the contract(s).

The objective of the contract is to select service providers which will allow CEPOL to:

- use cost-efficient bookings for rooms;
- use cost-efficient bookings for meeting spaces;
- maintain a consistent rate for room bookings;
- obtain good rates and the required quality of service for the hosting of CEPOL's activities and events;
- identify service efficiency improvement opportunities.

B.1.3. SPECIFIC REQUIREMENTS TO THE SERVICES

B.1.3.a. GENERAL REQUIREMENTS

The hotel shall have a 3-star rating or higher according to the hotel classification standards in force in Hungary.

The hotel shall be located in Budapest. It should be:

- either within a 15 -minute walking distance from CEPOL's premises (H-1066 Budapest, Ó utca 27.);
- or have a good public transport connection (maximum 15 minutes scheduled travel time to CEPOL);
- or provide a shuttle service from the hotel to CEPOL, at least twice a day and for groups of guests (departure time from the hotel shall be communicated to the hotel in advance).

B.1.3.b. REQUIREMENTS RELATED TO ACCOMMODATION SERVICES

The contractor shall comply with the following requirements:

- adequate number of staff with well-structured and dedicated teams and an account manager, as detailed below;
- multi-lingual staff available, with English as a mandatory requirement, see details in Point B.6.2.2;
- all areas of operation shall meet a high level of quality for cleanliness, maintenance, hospitality, and delivery of services;
- tea/Coffee making facilities and minibar or refreshment possibilities in the room;

- once registered, guests should have 24 hour access to the hotel, facilitated by on-duty staff;
- at least one restaurant, for breakfast, lunch and dinner during the working week; hotels without restaurants shall be able to provide arrangements in a nearby restaurant for their guests;
- thermostatically controlled rooms with air conditioning;
- complimentary Wi-Fi or internet connection with a minimum internet speed of 10 Mb/s provided in bedrooms;
- the hotel shall provide the service of luggage-keeping;
- the hotel guarantees Last Room Availability.

The tenderer may offer additional services such as the following, for extra points during tender evaluation:

- fast-track for check-in and check-out;
- free upgrade to superior rooms when standard rooms are full;
- possibility to accommodate some specific dietary requirement;
- enhanced services e.g.: parking, offer of luggage assistance, meals at lunchtime, table service on request at breakfast, gym/fitness, business centre with PCs and printers available free of charge, choice of newspapers/magazines in English, allergy-free ("pure") rooms.

B.1.3.c. REQUIREMENTS RELATED TO CANCELLATION POLICY

a. Cancellation policy for individual bookings:

CEPOL considers bookings from 1 to 5 rooms as individual bookings.

CEPOL shall have the right to cancel individual bookings up to the day of arrival before 13:00 without any charge.

b. Cancellation policy for group bookings:

For group bookings, the following cancellation policy shall apply:

- a) 100% of rooms to be cancelled free of charge up to 45 days prior to arrival
- b) 50% of rooms to be cancelled free of charge up to 2 weeks prior to arrival
- c) 10% of rooms to be cancelled free of charge up to 2 days prior to arrival

c. Exceptions to the above standards

The cancellation policy as outlined above under **b.** shall be considered the standard for the contract. However in exceptional, duly justified circumstances CEPOL may agree to modify the cancellation policy for group bookings. The modified policy will be defined as part of the specific contract for these services.

d. Maximum no show charge

In case of no shows CEPOL shall be charged a maximum of 1 night per no show independent of the length of stay that was booked.

B.1.3.d. REQUIREMENTS RELATED TO MEETING FACILITIES (ONLY FOR TENDERERS WHO WISH TO BE INCLUDED IN THE “LIST OF HOTELS WITH MEETING FACILITIES”)

In addition to the accommodation services, the tenderer may offer meeting facilities in order to be considered for the ‘List of hotels with meeting facilities’ (see **Point B.2.1.b**).

For information, a CEPOL activity **generally** involves the following arrangements:

- anywhere between 30 to 35 hotel rooms (depending on the type of meeting);
- possibility to accommodate the group and the meeting at the same location;
- meeting space which can accommodate anywhere between 10 and 50 participants (plenary room and at least two break-out rooms);
- includes coffee breaks, lunch, and possibly a welcome dinner;
- need for registration desks;

Possibility of parking – normally limited to a maximum of 5.

Tenderers are required to include in their offer:

- an overview of their meeting facilities in square meters;
- an overview of their meeting facilities in different settings (e.g. classroom, carré, theatre), including drawings of these settings;
- an overview of main meeting rooms and break-out rooms;
- dedicated on-site contact person;
- noise-free adjoining rooms (kitchens / service corridors);
- properly working and individually controlled heating/air conditioning systems;
- an overview of audio-visual equipment available in each room, including details of beamers, screens and the provision of technical support;
- details on Wi-Fi in all meeting rooms;
- an overview of the restaurant facilities or arrangement with nearby restaurants available for breakfast, lunch and dinner, including proposals on the offered solutions for:
 - Coffee break
 - Buffet lunch
 - Business lunch
 - Buffet dinner
 - Seated dinner
- details on the possibility to accommodate specific food requirements (e.g. vegetarian, kosher, halal);
- an overview of parking facilities;
- an overview of the meeting packages offered;
- details of complimentary parking spaces (for min. 5 cars) during the meetings;
- details of whiteboards, flipcharts, pads, pens, mints, iced water.

The tenderer may offer additional services such as:

- additional complimentary parking spaces during the meetings.

B.1.3.e. SECURITY AND SAFETY ASPECTS

The contractor must collaborate in the security and safety inspection conducted by CEPOL's Security and Safety representatives on the hotel premises upon award of the contract, as well as during the contract implementation phase, to verify compliance with the mandatory minimum security, fire and safety requirements identified below.

Hotels not meeting the minimum security requirements shall not be considered for the cascade system and/or re-opening of competition.

a. MINIMUM SECURITY REQUIREMENTS

The Contractor shall comply with the fire and safety regulations under Hungarian law⁴.

a.1. General security requirements

There must be a manager responsible for security issues in the hotel.

In the hotel, there must be a digital CCTV, covering as minimum the entrance area and the reception.

- CCTV footage must be recorded and kept for at least 48 hours.
- Recorded CCTV footage involving incidents related to CEPOL guests must be made available for inspection by CEPOL Security upon request.

Any lost item belonging to a CEPOL guest must be kept safe by the security staff of the Contractor until such time that it can be handed over to the CEPOL point of contact.

All Contractor staff and subcontractors working at the venue must be identifiable either through their uniform or a corporate name-tag.

The Contractor must not make available to third parties any information or media it has at its disposal related to CEPOL. The personnel of the Contractor may have access to information or media related to CEPOL only on a need-to-know basis. The contractor is bound by this obligation even after the expiry of the Contract.

The Contractor must have a crises management plan in place for all of its venues used by CEPOL.

a.2. Security requirements for accommodation rooms

Rooms assigned to CEPOL guests shall be above the first floor⁵, when possible.

All rooms must be equipped with:

- electronic key system, not mechanical keys;
- door latch or equivalent solution;
- doordoor-spy, peephole or equivalent solution;
- a safe and/or the possibility to give valuables in safe keeping at Reception.

⁴ 54/2014. (XII. 5.) BM rendelet az Országos Tűzvédelmi Szabályzatról

⁵ First floor is understood as one level above the ground floor.

a.3. Security requirements for meeting rooms (only for tenderers who wish to be included in the “list of hotels with meeting facilities”)

The Contractor must provide prior notification of planned events in the conference area during the time of CEPOL meeting(s).

CEPOL Security representatives must be issued access cards for meeting room(s) at least 6 hours before a planned meeting and for the entire duration of the meeting.

The reserved meeting room(s) must be made available for technical security counter measure inspection by CEPOL Security at least 6 hours before the start of the meeting. Upon inspection and if requested, the room shall be sealed by CEPOL Security and the room may only be accessed under the supervision of a CEPOL Security/Events representative.

B.1.4. OTHER REQUIREMENTS

B.1.4.a. OTHER OPTIONAL SERVICES

Tenderers are invited to offer/extend the rates and other preferential terms of the CEPOL contract to CEPOL visitors and guests (“CEPOL Third Parties”) who hold and/or participate in an event/conference at CEPOL Premises. “CEPOL Third Parties” shall include the following representatives, agents and/or personnel of the following entities:

- (law enforcement) administration of EU Member States,
- (law enforcement) administration of a Third (including non-EU) State having a cooperation/strategic working arrangement with CEPOL,
- (law enforcement) administration of other States,
- Institutions/Bodies/Agencies and international organisations.

In other words, when CEPOL Third Parties book a hotel directly by mentioning that they are attending a meeting or a conference at CEPOL on behalf or upon invitation of CEPOL, they shall benefit from the CEPOL room rates and other preferential terms. This optional service may be implemented via corporate codes / preferential rates or in any other appropriate manner.

Invoices shall be issued to the Third Parties and payments shall be made by the third parties; therefore, the hotels are required to agree on payment terms with the third parties.

This service is optional and tenderers not offering it will not be excluded from the tender procedure. However, only hotels which offer this service will be recommended by CEPOL to CEPOL Third Parties who book their hotel rooms themselves.

Currently, no data is available on the number of rooms which could be booked by CEPOL Third Parties in the coming years.

B.1.4.b. COMMUNICATION AND REPORTING

The Contractor shall designate an Account Manager who shall act as single point of contact with CEPOL Course Manager and Travel Team. The Account Manager shall be deputised by a backup.

Tenderers' attention is drawn to the fact that English is CEPOL's working language, therefore during the execution of the contract, all communication between the contractor and CEPOL must be conducted in the English language.

The contractor shall put in place a booking service for accommodation services, available, at minimum off-line (through email or phone) or online self-booking (for example, by using a company or promotional code).

The contractor must respond in writing by e-mail to CEPOL's request about accommodation availability within maximum 4 hours, unless a longer deadline is stated in the request for services, and, in case of requests of meeting facilities, within the timeframe given in the specific request.

Furthermore, the candidate shall be able to handle cases of dissatisfaction effectively and in a polite and discrete manner.

Within the first five working days of each month, the contractor shall provide CEPOL with a report containing an overview of:

- all the bookings made by CEPOL within the previous month;
- all the bookings made by CEPOL Third Parties, if applicable;
- all complaints, cases of dissatisfaction that were communicated to the contractor.

B.1.4.c. SERVICE MONITORING

The Contractor shall ensure the constant monitoring, control and improvement of the quality of services offered in terms of rooms' suitability and condition, responsiveness to CEPOL's demands, customer service. The Contractor⁶ shall agree to at least one meeting every six months between the Account Manager and the representative(s) of CEPOL to assess monitoring, control and improvement of the quality of services.

Tenderers are invited to respond how they will satisfy guests' four basic needs:

- the need to feel welcome;
- the need to be understood;
- the need to feel important;
- the need for comfort.

CEPOL conducts periodical feedback surveys for the participants to CEPOL meetings (e.g. CEPOL seminars). These will be used to analyse whether the aforementioned needs have been met. The results will then be discussed in the periodical meeting between CEPOL representative and the Hotel's account manager.

During the periodical meetings, CEPOL will conduct a review of operations with the Account Manager appointed by the hotel. During that review, the feedback forms collected

⁶ The contractors who were awarded orders/specific contracts under the multiple framework contract.

and analysed by CEPOL will be discussed to assess customer satisfaction rate, first contact resolution rate, responsiveness and feedback as well as communication.

CEPOL might request improvements during the review phase if the analysis of feedback suggests so. If the requested improvements are not implemented in the three months following the formal request from CEPOL, this shall be considered as ground for termination by the contracting authority within the meaning of Art. II.18.1.(c) of the Model Contract (Annex I).

B.1.5. VARIANTS

Variants are not permitted in this invitation to tender.

CEPOL will disregard any variants described in an offer, and reserves the right to reject such offers without further evaluation on the grounds that they do not comply with the tendering specifications.

B.1.6. DIVISION INTO LOTS

This procurement procedure is not divided into lots. The tenderer must be able to provide all services requested.

B.2. CONTRACT

B.2.1. TYPE OF CONTRACT

CEPOL wishes to conclude a multiple framework contract with at least three (3) successful tenderers, that shall be implemented through a cascade system for hotel accommodation services and through reopening of competition for meeting facilities.

A framework contract is a legal agreement between two parties - in this case, CEPOL and the Contractor. It acts as the basis for possible future purchase of services by CEPOL. The framework contract contains, inter alia, a description of the scope of services that can be purchased by CEPOL, methodology, timing and prices to be respected by the Contractor. It is a contract of a fixed duration but with no fixed value, only a maximum total value. The framework contract itself is not an order for services or supplies and does not constitute a financial commitment. Services are requested under "requests for services" over the period of validity of the framework contract.

The framework contract will be implemented through requests for services that will be issued and confirmed over the period of validity of the framework contract as described below.

B.2.1.a. LIST OF HOTELS FOR ACCOMMODATION SERVICES

The *List of hotels for accommodation services* will be implemented through a cascade system.

The hotels will be listed in descending order of scores obtained during the procurement procedure (the hotel obtaining the highest score will be ranked first, the hotel obtaining the second highest score will be ranked second etc.).

Every time CEPOL needs to book hotel accommodation, the hotel ranked on the highest place of the *List of hotels for accommodation services* will be contacted.

Should this hotel not respond in the required timeframe or not have the required capacity or not comply in practice with the specific requirements laid out in the request, CEPOL shall contact the next ranked hotel on the *List of hotels for accommodation services* and so forth.

B.2.1.b. LIST OF HOTELS FOR MEETING FACILITIES

The *List of hotels for meeting facilities* will be implemented through a reopening of competition system by applying the following procedure:

1. CEPOL shall draw up the Request for Services indicating all the necessary details (e.g. date, time, number of participants, meeting format, specifications of services, security requirements, other requirements, etc.).
2. The Request for Services shall be simultaneously sent to all the contractors placed on the *List of hotels for meeting facilities*.
3. Within a time limit specified in the Request for Services, the invited contractors shall submit an offer corresponding to the Request for Services.
4. CEPOL shall award the Specific Contract based on the following award criteria:
 - compliance with the specific requirements;
 - quality of the specific requirements (weighting 70%);
 - price of the specific tender (weighting 30%).

The sub-criteria will be set for each re-opening of competition. In addition, a minimum threshold for quality for each re-opening of competition might be specified in the Request for Services.

5. Following the assessment of contractors' offers, CEPOL shall establish a ranking of the most economically advantageous offers based on the above-mentioned criteria. The Specific Contract shall be awarded to the contractor whose offer has been ranked on the first position. CEPOL shall inform all the contractors of its decision.
6. CEPOL shall issue the Specific Contract/ Order in conformity with the model contract.

In most of the cases when CEPOL needs meeting facilities, CEPOL might need accommodation for participants as well. In this case the two types of services (meeting facilities and accommodation for meeting participants) may be awarded together through the reopening of competition mechanism described in this section, using the *List of hotels for meeting facilities*.

B.2.2. MODEL CONTRACT AND ACCEPTANCE OF THE TERMS AND CONDITIONS

A model contract is attached to these Tender Specifications as Annex I.

In particular, the model contract indicates the method and the conditions for payments to the contractor.

The resulting contracts with the successful tenderers will be based on this model contract.

Submission of a tender implies acceptance of all the terms and conditions set out in this invitation to tender and in the model contract and, where appropriate, waiver of the tenderer's own general or specific terms and conditions. It is binding on the tenderer to whom the contract is awarded for the duration of the contract.

CEPOL reserves the right to decline without further comment any tender that does not accept its model contract.

B.2.3. CONTRACT PRICES AND PRICE REVISION

Prices for the provision of the services shall be as indicated in the tenderer's financial proposal (Annex III).

Price revision

The prices indicated in the financial proposal shall be fixed and not subject to revision during the first year of duration of the framework contract.

Afterwards the prices may be revised as specified in ARTICLE I.5 – PRICES of the Model Contract (Annex I).

B.2.4. DURATION OF THE CONTRACT

The duration of the Framework Contract shall not exceed an initial fixed term of 12 (twelve) months.

The Framework Contract may be renewed up to 3 (three) times, each time for an additional period of 12 (twelve) months. The total duration of the Framework Contract shall not exceed 48 (forty-eight) months.

B.2.5. VOLUME OF THE CONTRACT

The maximum volume of the contract (all payments to the contractors) over a maximum possible duration of 48 months is estimated at ... Euro (excluding VAT)

CEPOL may at a later stage exercise the option to increase the maximum contract volume via negotiated procedure(s) with the successful tenderer(s) in accordance with Art. 134 (1) (e) of Commission Delegated Regulation (EU) No 1268/2012 on the rules of application of

Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union.

As additional information, currently CEPOL books an average of 2500 nights/year to hotels close to its premises.

In addition, CEPOL currently organises an average of 10-15 meetings/year in external meeting facilities, each meeting having an average attendance of 35 participants and an average duration of 3 days.

The volumes provided above are indicative only and might fluctuate in the future being subject to budget availability and CEPOL's future policies on the organisation of conferences and travel arrangements. CEPOL makes no commitment regarding the exact volumes that shall be ordered.

B.2.6. PAYMENT

The payment periods and formalities are described in Article I.6 of the attached model contract (see Annex I).

B.2.7. CONTRACT IMPLEMENTATION TIMETABLE

A provisional timetable for the contract signature and subsequent provision of the services is given below.

The estimated date for signature of the contracts is March 2018.

After the signature of the contracts, an initial meeting will be held at the CEPOL premises in Budapest, Hungary, in order to settle all the details of the contract performance.

A performance review meeting with regards to the framework contracts will be held every six months at the CEPOL premises.

Action	Timetable
Signature of the framework contract	Reference date
Initial meeting	Reference date + 1 week
Framework contract performance review meetings	Every six months (dates to be mutually agreed by the parties)

B.3. THE CONTENT OF THE TECHNICAL PROPOSAL

The technical proposal must be consistent with the Technical Specifications (see **Title B.1**). In preparing the technical proposal the tenderers should bear in mind the award criteria against which it will be evaluated (see **Title B.7**)

The tenderers must use the Technical Proposal Form (see Annex II) in preparing their technical proposals.

B.4. THE CONTENT OF THE FINANCIAL PROPOSAL

The tenderers must use the Financial Proposal Form (see Annex III) in preparing their financial proposals.

Each page of the financial proposal must be signed by an authorised representative of the tenderer.

NOTES FOR THE FINANCIAL PROPOSAL

- The prices must be inclusive of all costs directly or indirectly related to the performance of the contract, which may be sustained by the tenderer (e.g. cost of administration, contract management costs, etc.);
- All prices must be quoted in Euros (EUR);
- All prices must be free of all duties, taxes and other charges (including VAT), as CEPOL is, as a rule, exempt from all taxes and duties, and in certain circumstances is entitled to a refund for indirect tax incurred such as value added tax (VAT), pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union. Tenderers must therefore give prices which are exclusive of any taxes and duties. Where applicable, any amount of VAT must be indicated separately.

N.B. The financial proposal shall be completely unambiguous. Your tender shall be disqualified, if it contains any statements preventing an accurate and complete comparison of the tenders (such as “To be discussed”, “Conditional to”, “Depending on X” etc.)

B.5. ASSESSMENT OF TENDERERS AND TENDERS

The assessments of tenderers and tenders will be conducted in accordance with the procedures described in **Section D**.

For joint tenders and for tenders envisaging subcontracting, **Section E** will apply.

B.6. ASSESSMENT OF TENDERERS: ELIGIBILITY AND CAPACITY

B.6.1. ELIGIBILITY OF THE TENDERER: EXCLUSION CRITERIA

Tenderers must not be in any of the situations listed in articles 106 and 107 of the Regulation (EU, Euratom) No 966/2012 on the financial rules applicable to the general budget of the Union, as amended.

Evidence to be provided:

The tenderers shall provide the “Declaration on honour on exclusion and selection criteria” drawn up according to the template found in Annex IV, dated and duly signed by an authorised representative of the tenderer.

With regards to the above-mentioned Declaration on honour, the successful tenderer shall provide (upon request) information on the persons that are members of the administrative, management or supervisory body, as well as the following evidence concerning the person or the natural or legal persons which assume unlimited liability for the debt of the person:

- For situations described in (a), (c), (d) or (f), production of a recent extract from the judicial record is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the person showing that those requirements are satisfied.
- For the situation described in point (a) or (b), production of recent certificates issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the person is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions. Where any document described above is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

If the person already submitted such evidence for the purpose of another procedure, its issuing date does not exceed one year and it is still valid, the person shall declare on its honour that the documentary evidence has already been provided and confirm that no changes have occurred in its situation.

Please note that the signature of the contract between CEPOL and the successful tenderer will be conditional upon provision of the documentary evidence from the successful tenderer.

B.6.2. CAPACITY OF THE TENDERER: SELECTION CRITERIA

The tenderer must have the overall capabilities (technical / professional, economic / financial, legal) to perform the contract. If one of the selection criteria listed below is not fulfilled, your tender may not be further evaluated.

B.6.2.1. ECONOMIC AND FINANCIAL CAPACITY

Selection criteria

The tenderer must prove that he is in a stable financial position and he has the financial capacity to provide the required services.

- a) The tenderer's average yearly turnover for each of the last three financial years for which accounts have been closed should be **at least 400,000 EUR** per year.
- b) The tenderer is required to have in place a comprehensive liability insurance.

In order to participate in this procedure the tenderers shall provide:

- the "Declaration on honour on exclusion and selection criteria" drawn up according to the template found in Annex IV, dated and duly signed by an authorised representative of the tenderer.

The successful tenderer shall provide (upon request) the following proof that they meet this selection criterion:

- financial statements (balance sheets & profit and loss account) for the last three financial years for which accounts have been closed, or equivalent documentation (e.g. where company law in the country in which the tenderer is established does not require the publication of the balance sheet);
- a copy of the hotel’s policy for liability insurance or a statement of the tenderer’s insurer.

The tenderers may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to CEPOL that it will have at its disposal the resources necessary for performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal. CEPOL may require that the tenderer and the entities referred above are jointly liable for the execution of the contract.

If, for any valid reason, the tenderer is unable to provide the documents requested by the contracting authority, he may prove his economic and financial standing by any other document which the contracting authority considers appropriate.

B.6.2.2. TECHNICAL AND PROFESSIONAL CAPACITY

In order to participate in this procedure the tenderers shall provide the “Declaration on honour on exclusion and selection criteria” drawn up according to the template found in Annex IV, dated and duly signed by an authorised representative of the tenderer.

<u>Selection criteria (requirements)</u> <i><u>The tenderer must have the following minimum capacity to perform the contract</u></i>	<u>Specific Evidence Requested</u> <i><u>The following documents and information must be presented as evidence of compliance with the legal, regulatory, technical and professional capacity requirements</u></i>
Location in Budapest, Hungary - either within walking distance from CEPOL’s premises (H-1066 Budapest, Ó utca 27.); - or have a good public transport connection (roughly 15 minutes maximum travel time to CEPOL); - or provide a shuttle service from the hotel to CEPOL, at least twice a day and for groups of guests (departure time from the hotel shall be communicated to the hotel in advance).	Hotel description and/or brochure (mentioning star category, exact hotel location, number of rooms, type of service and facilities), including an indication of whether meeting facilities are available or not.

<p>Adequate capacity of rooms: minimum 30 rooms in one hotel</p>	
<p>Star category between 3***, 4**** and 5***** according to the hotel classification standards in force in Hungary.</p>	<p>Document confirming the star-classification of the hotel (copy acceptable)</p>
<p>Have in place existing and functioning standardised quality management systems.</p>	<p>Evidence that the tenderer has implemented a quality management systems (for example ISO 9001 certification or equivalent or if not certified by a third party, a description of the implemented quality management system).</p>
<p>Have in place food safety management and product quality systems compliant with the HACCP (Hazard Analysis and Critical Control Points) certification</p>	<p>Copy of the HACCP certificate.</p>
<p>Be adequately staffed for a smooth and efficient performance of the tasks required in this invitation to tender, i.e. have:</p> <ul style="list-style-type: none"> - at least one experienced and qualified account manager dedicated to the implementation of the CEPOL contract. The account manager must have at least 5 (five) years of experience in the hotel industry, out of which 3 (three) years working as coordinator. The contract manager must have an excellent working knowledge of spoken and written English at least at level C.1 of the Common European Framework of References for Languages⁷; - at least five experienced and qualified hotel staff members, who must have at least three (3) years of experience in the hotel industry. The hotel staff members must have a very good working knowledge of spoken and written English at least at level B.2 of the Common European Framework of References for Languages⁷; 	<ul style="list-style-type: none"> - CVs of the staff proposed to implement the contract (one account manager and a backup of the account manager and 5 hotel staff members) demonstrating the required length of work experience, language competencies (CEFR), relevant qualifications and training;

⁷ See <http://europass.cedefop.europa.eu/sites/default/files/cefr-en.pdf>

The above-mentioned selection criteria remain applicable throughout the whole performance of the contract, i.e. the contractor must comply with these criteria at all times.

In accordance with article 148(6) RAP, if CEPOL, based on the assessment of the technical and professional capacity evidence, concludes that a tenderer has a professional conflicting interest which prevents it from performing the contract adequately, the tenderer may be rejected.

B.6.2.3. AUTHORISATION TO PERFORM THE CONTRACT UNDER NATIONAL LAW

Selection criteria:

The tenderer must prove that he is authorised to perform the contract under national law.

In order to participate in this procedure the tenderer shall provide:

- the “Declaration on honour on exclusion and selection criteria” drawn up according to the template found in Annex IV, dated and duly signed by an authorised representative of the tenderer.
- A certificate of registration in the relevant trade or professional registers in the country of establishment/incorporation. If the tenderer is not required or allowed to register in such a register for reasons related to its statute or legal status, CEPOL shall accept, as satisfactory evidence, a sworn declaration or certificate, membership of a specific organisation, express authorisation or entry in the VAT register.

B.7. ASSESSMENT OF THE TENDERS: EVALUATION OF THE AWARD CRITERIA

Once the tenderer has demonstrated the eligibility and appropriate capacity to perform the contract on the grounds of the exclusion and selection criteria, the tender will be assessed on the basis of the award criteria.

B.7.1. TECHNICAL EVALUATION

Tenders will first be checked for compliance with the minimum (mandatory) requirements mentioned in the **Title B.1**. Only tenders which meet the minimum (mandatory) requirements will be considered for further technical evaluation against specific criteria.

Tenders are considered not to comply with the tender specifications and are therefore to be rejected if they:

- do not comply with minimum requirements laid down in the tender specifications (non-compliance);
- propose a solution different from the one that is imposed;
- propose a price above the fixed maximum set in the specifications;
- are submitted as variants, when the specifications do not authorise them;

- do not comply with applicable obligations under environmental, social and labour law established by Union law, national law and collective agreements or by the international environmental, social and labour law provisions listed in Annex X to Directive 2014/24/EU⁸.

In all these cases, the grounds for rejection are not linked to the award criteria so there is no evaluation as such. The tenderer will be informed of the grounds for rejection without being given feedback on the content of the tender other than on the non-compliant elements.

For tenderers that are not rejected at this stage, the technical evaluation will be carried out by establishing an overall technical score for each tender, which takes into account the individual scores for the following specific criteria:

For the “List of hotels for accommodation services”

Criterion	Maximum score
<p>1. Quality of the accommodation services:</p> <ul style="list-style-type: none"> • Quality of the facilities (max. 30 points); • Ability to provide competitive hotel rates (on different board basis) to CEPOL (max. 10 points); • Offered additional services, as described in Point B.1.3.b. (max. 10 points). <p><i>The assessment of this criterion will be done on the basis of the tenderer’s replies to questions no. 2.1-2.2 of Technical Proposal Form (Annex II)</i></p>	50
<p>2. Cancellation policy, communication, reporting and service monitoring:</p> <ul style="list-style-type: none"> • Cancellation policy (max. 5 points); • Quality of an online-booking system (max. 5 points); • Quality of the communication system (max. 5 points); • Quality of the reporting (max. 5 points); • Quality of the service monitoring (max. 5 points). <p><i>The assessment of this criterion will be done on the basis of the tenderer’s replies to questions no. 3.1 – 3.4 of Technical Proposal Form (Annex II)</i></p>	25
<p>3. Contract implementation team:</p> <ul style="list-style-type: none"> • Team size and composition and resource back up plan. 	15

⁸ Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC, OJ L 94/65, 28.3.2014, p.65.

Criterion	Maximum score
<i>The assessment of this criterion will be done on the basis of the tenderer's replies to question no. 4.1 of Technical Proposal Form (Annex II)</i>	
<p>4. Quality of additional environmental considerations</p> <p>Adoption of a suitable environmental policy and sustainable measures, including, but not limited to the following aspect:</p> <ul style="list-style-type: none"> • the use of recycled materials or materials coming from responsible sources (max. 3 points); • minimise the use of polluting materials in favour of reusable or recyclable materials (max. 3 points); • the selection of subcontractors respecting the same principles (max. 2 points); • provide digital information packs and virtual files (max. 2 points). <p><i>The assessment of this criterion will be done on the basis of the tenderer's replies to questions no. 5.1 – 5.4 of Technical Proposal Form (Annex II)</i></p>	10
TOTAL	100

For Hotels that also want to be considered in the “List of hotels for meeting facilities”, compliance with the minimum requirement stated in **Point B.1.3.d** above will be verified.

Total technical score

The total technical score for each tender will be calculated as the sum of the individual scores for the specific criteria.

Thresholds

In order to guarantee for a minimum level of quality, tenders that do not reach a minimum of 70% of the possible overall score for the technical evaluation will be eliminated from further evaluation (70 points minimum, out of the overall total of 100 points).

In addition to above, tenders that do not reach a minimum score of 60% for each criterion of the technical evaluation will be considered of insufficient quality and will be eliminated from further evaluation.

B.7.2. FINANCIAL EVALUATION

The financial evaluation will be made on the basis of the **total cost of the financial evaluation (price of the offer)**, calculated on the basis of the cost simulation scenario

provided in Annex III – Financial Proposal Form. The cost simulation scenario follows the current and forecasted spending patterns of CEPOL on hotel bookings.

The tender providing the lowest price of the offer will receive a **financial score of 100 points**.

The financial score for the other tenders will be calculated by using the following formula:

Financial score = lowest price of the offer / price of the offer of the tender being evaluated x 100.

B.7.3. AWARD OF THE CONTRACT

The contract will be awarded to the most economically advantageous tender, which will be established by weighing technical quality against price on a **60/40 basis**.

The final score will be calculated using the following formula:

Final score = Technical score x 60% + Financial score x 40 %

The tender obtaining the highest final score will be deemed to be the most economically advantageous tender.

B.8. TIMETABLE

Milestone	Deadline (*)	Notes
Launch	19 January 2018	Date of dispatch of the Contract Notice to OJEU
Publication	26 January 2018	Publication of the Contract Notice in the OJEU and of the procurement documents on CEPOL website
Deadline for sending requests for additional clarifications	16 February 2018	The modalities for sending requests for additional clarifications are specified in Title C.5 .
Deadline for dispatching tenders	26 February 2018	The modalities for preparing and dispatching tenders are specified in Titles C.1, C.2, C.3 and C.4 .
Deadline for registering at the public opening session	28 February 2018	The modalities for attending and registering for the public opening session are specified in Title D.1 .

Milestone	Deadline (*)	Notes
Public opening session	5 March 2018, 10.00hrs	The public opening session will take place at CEPOL's premises in Budapest, Hungary, located at the following address: Ó utca 27 1066 Budapest Hungary
First meeting of the evaluation committee	Within 1 week following the public opening session	Estimated
Notification of the outcome of the procurement procedure to the successful and unsuccessful tenderers	Within 1 week after the award decision is signed	
Signature of the contract	April 2018	Estimated

(*) Times are in the time zone of the contracting authority (Budapest, Hungary).

SECTION C - INSTRUCTIONS ON HOW TO TENDER

C.1. CONTENTS OF YOUR TENDER

The tenders shall consist of the following three elements:

Envelope A: Administrative documentation

All documentation must be submitted in one original signed copy, clearly marked as "ORIGINAL" and one electronic copy on CD, DVD or USB stick.

1. A cover letter enclosing the Tender on the official letterhead paper of the Tenderer and signed by an authorised representative of the Tenderer. The cover letter shall contain:
 - The name and the designation of the person who is authorised to sign the contract on behalf of the tenderer;
 - The written statement on tenderer's acceptance of the CEPOL's model contract without reservations;
 - The confirmation that the period of validity of the tender is as required in **Chapter C.1.1.**
2. Filled in Tenderer's Identification form (see **Annex V**)
3. Filled in Legal Entity Form (see **Annex VII**)
4. Filled in Financial Identification Form (see **Annex VIII**)
5. Information and documentation about the tenderer's eligibility and capacity including:
 - Original Declaration of Honour on Exclusion Criteria (see **Annex IV**) as specified in **Chapter B.6.1.**
 - Duly filled in and signed Tender form (see **Annex VI**)
6. If applicable, information and documentation on members of consortia and subcontractors as specified in **Section E.**
7. Checklist of documents which tenderers must submit (see **Annex IX**)

Envelope B: Technical Proposal

Technical proposal duly signed by the tenderer's authorised representative on the front page and initialled on each page, in one signed original clearly marked as "ORIGINAL" and one electronic copy on CD, DVD or USB stick. Please use the Technical Proposal Form (see **Annex II**). For more details on the content of the technical proposal please refer to **Title B.3. "THE CONTENT OF THE TECHNICAL PROPOSAL"** of these tender specifications.

Envelope C: Financial Proposal

Financial proposal duly filled in and signed by the tenderer's authorised representative, in one signed original, clearly marked as "ORIGINAL" and one electronic copy on CD, DVD or USB stick. Please use the Financial Proposal Form (see **Annex III**). For more details on the content of the technical proposal please refer to **Title B.4. "THE CONTENT OF THE FINANCIAL PROPOSAL"** of these tender specifications.

C.1.1. IMPORTANT NOTE

- The tenders shall be submitted strictly in accordance with the conditions set out in these Tender Specifications (including the annexes). If any other conditions are attached to or referred to in the tenderer's tender, the tenderer should declare that such conditions are entirely withdrawn.
- The period of validity of the tender, during which the tenderer may not modify the terms of the tender in any respect, must be at least nine months following the deadline for dispatching tenders.
- **CEPOL reserves the right to decline without further comment any proposal that does not accept its model contract.**

C.2. LANGUAGE OF YOUR TENDER

The tenders may be submitted in any of the official languages of the European Union. Since CEPOL's working language is English, CEPOL would highly appreciate to receive tenders written in English, although this does not constitute a selection or an award criterion and will be ignored for the purpose of assessing the tenders.

C.3. HOW TO PACKAGE YOUR TENDER?

Tenders must be submitted using the double envelope system – i.e. one outer envelope and one inner envelope - in order to guarantee the confidentiality and integrity of data.

Both the **outer and the inner envelopes** must carry the following information:

CEPOL PROCUREMENT

TENDER – NOT TO BE OPENED BY CEPOL RECEPTION OR SECURITY STAFF

Tender Ref. No. **CEPOL/PR/OP/2018/001**

Tender Title: **Hotel Services in Budapest**

Name of the Tenderer: -----

Address of the Tenderer: -----

If self-adhesive envelopes are used, they must be sealed with adhesive tape and the sender must sign across the tape.

The **inner envelope** shall contain three envelopes properly marked, as follows:

Envelope A containing one signed original of the the **Administrative documentation** and one electronic copy on CD, DVD or USB stick

Envelope B containing one signed original of the **Technical proposal** and one electronic copy on CD, DVD or USB stick

Envelope C containing one signed original of the **Financial proposal** and one electronic copy on CD, DVD or USB stick

C.4. HOW TO DISPATCH YOUR TENDER?

The tenderer shall dispatch his tender not later than the date and time indicated in **Title B.8**.

The tenderer may choose to dispatch his tender by registered mail, courier service or hand delivery, to the following address:

European Union Agency for Law Enforcement Training (CEPOL)

Ó utca 27

1066 Budapest

Hungary

Tenders sent by other means (e.g. by e-mail or fax) or dispatched later than the deadline indicated in **Title B.8** will be rejected.

N.B. The tenderer shall note that, in case of tenders dispatched through registered mail or courier service, if the proof of dispatch is duly provided to CEPOL as explained in **Point C.4.1.a** below, tenders will be accepted even if – due to unexpected delays – they arrive after the date of the opening session.

If no proof of dispatch is provided to CEPOL and the tenders arrive after the opening session takes place, tenders will be rejected.

C.4.1. IMPORTANT NOTE: PROOF OF DISPATCH

C.4.1.a. REGISTERED MAIL AND COURIER SERVICE

The tenderer shall dispatch its tender to the postal or courier service by the deadline indicated in **Title B.8** at the latest.

As a proof of dispatch, date and time of dispatch shall be clearly indicated by the postal or courier service on the outer envelope of the tender.

In addition, the tenderer shall obtain a receipt of delivery issued by the postal or courier service clearly indicating the date and time of dispatch. By the deadline indicated in **Title B.8**, the tenderer must send a copy of this receipt to CEPOL by e-mail (tenders@cepol.europa.eu), specifying the title and reference number of this procurement procedure, together with the name, email address and telephone number of the tenderer.

C.4.1.b. HAND DELIVERY

The tenderer shall hand in its tender to the CEPOL official taking delivery by the deadline indicated in **Title B.8** at the latest.

As a proof of dispatch, the tenderer shall obtain a receipt, signed and dated by the CEPOL official taking delivery, clearly indicating the date and time when the CEPOL official took delivery of the tender.

In order to ensure punctual hand delivery, the tenderer is strongly advised to take into account the time needed for security checks when entering the CEPOL premises and for the actual handover of its tender to the CEPOL official in charge of taking delivery.

CEPOL may not be held liable for any delays incurred by the tenderer when in CEPOL's premises; the tenderer alone is responsible for ensuring that its tender is delivered on time.

C.5. CONTACTS BETWEEN CEPOL AND TENDERERS

Contacts between CEPOL and the tenderer may only take place in exceptional circumstances, under the following conditions:

C.5.1. BEFORE THE DEADLINE FOR DISPATCHING TENDERS

C.5.1.1. REQUESTS FOR CLARIFICATIONS

Should the tenderer discover any discrepancies in the Tender Specifications or be in any doubt as to their meaning, the tenderer should notify CEPOL.

The tenderer may also request additional information and/or clarifications on the procurement procedure, the Tender Specifications or the nature of the contract.

Such requests shall be made in writing only; no telephone queries will be accepted.

The requests shall indicate the tender reference number and title, and shall be sent by e-mail to tenders@cepol.europa.eu.

All queries shall be sent to CEPOL no later than the deadline indicated in **Title B.8**. Tenderers shall note that CEPOL is not bound to reply to requests for additional clarifications made less than 6 working days before the deadline for dispatching tenders.

C.5.1.2. AMENDMENT OF THE TENDER SPECIFICATIONS

At any time prior to the deadline for dispatching tenders, CEPOL may modify the Tender Specifications by amendment.

In order to allow tenderers reasonable time in which to take the amendment into account in preparing their tenders, CEPOL, at its discretion, may extend the deadline for dispatching tenders.

N.B. The information concerning requests for clarifications and/or amendments of the Tender Specifications will be made available electronically on the CEPOL web site (<https://www.cepol.europa.eu/who-we-are/working-with-cepol/procurement>) no later than 6 days before the deadline for dispatching tenders.

CEPOL web site will be updated regularly. It is the tenderer's responsibility to check for updates and modifications during the tendering period.

Clarifications and/or amendments will be regarded as an integral part of the Tender Specifications.

C.5.2. AFTER THE DEADLINE FOR DISPATCHING TENDERS

If, after the deadline for dispatching tenders, a clarification is needed by CEPOL or if obvious clerical errors in the tender need to be corrected, CEPOL may contact the tenderer, although such contacts may not lead to any alterations of the terms of the submitted tender.

SECTION D - HOW WILL TENDERS BE EVALUATED

D.1. PUBLIC OPENING SESSION

Tenders are opened by an opening committee, whose members are appointed by CEPOL on a personal basis under guarantee of impartiality and confidentiality.

D.1.1. FORMAL OPENING REQUIREMENTS

The main aim of the opening session is to check whether the tenders received are compliant with the following formal requirements:

1. the tender was not dispatched later than the dispatch deadline indicated in **Title B.8**,
2. the inner envelope containing the tender is sealed as specified in **Title C.3**, in order to guarantee the confidentiality and integrity of data,
3. the tender contains information and documentation indicated in **Title C.1**,
4. the Technical and Financial proposals are signed on the front page and initialled on each page, as indicated in **Title C.1**,
5. the tender is submitted in the number of copies required in **Title C.3**.

If tenders are not compliant with requirements no. 1 and 2, they will be rejected.

D.1.2. MODALITIES TO ATTEND THE PUBLIC OPENING SESSION

The public opening session will take place at CEPOL's premises on the date and time indicated **Title B.8**.

One representative per tenderer is allowed to attend the opening session as an observer.

Should a tenderer wish to be present, it shall inform CEPOL of the name of its representative by email (tenders@cepol.europa.eu), not later than the date and time indicated in **Title B.8**.

For security reasons, the tenderers who do not register within the given deadline will not be allowed to attend the opening session.

D.2. TENDER EVALUATION SESSION

Tenders complying with the formal opening requirements checked during the opening session are evaluated in four stages by an evaluation committee, whose members are appointed by CEPOL on a personal basis under guarantee of impartiality and confidentiality.

1. The evaluation committee first checks the eligibility of the tenderer to participate in the procurement procedure as defined in **Chapter B.6.1**.

2. The evaluation committee then checks the capacity of the tenderer to perform the contract against the selection criteria as defined in **Chapter B.6.2**. If one of the relevant criteria is not positive, its tender may not be further evaluated.
3. The evaluation committee checks if all the minimum requirements listed in **Title B.1** are met. The tenders that do not meet all the minimum requirements shall be rejected.
4. Afterwards, the evaluation committee evaluates the technical and financial proposals against the award criteria and identifies the offer presenting the best value for money as explained in **Title B.7**.

In case of joint offers submitted by consortia and in case of subcontracting, the exclusion, selection and award criteria are assessed in compliance with the terms and conditions specified in **Section E**.

N.B. The evaluation procedure is confidential. The deliberations of the evaluation committee are held in closed session and its recommendations are collective. The members of the evaluation committee are bound to confidentiality.

SECTION E - JOINT OFFERS SUBMITTED BY CONSORTIA AND SUBCONTRACTING: TERMS AND CONDITIONS

Companies can consider two ways of collaborating in a tender: either as joint partners in the tender or through subcontracting. Unless stated otherwise in the contract notice and/or the tendering specifications, both **joint tenders** and **subcontracting** are allowed in response to a call for tenders issued by CEPOL. Tenders may even combine both approaches.

In any case, the file must specify very clearly whether each economic operator involved in the tender is acting as a partner in a joint tender or as a subcontractor (this also applies where the various companies involved belong to the same group, or even where one is the parent company of the others). Please fill in the relevant information in the Tender Form (see Annex VI) for this purpose.

The implications of these two modes of collaboration are radically different. So that you can understand them both fully, they are outlined below.

E.1. JOINT OFFERS SUBMITTED BY CONSORTIA

E.1.1. INTRODUCTION

Groups of economic operators (consortia) are authorised to submit tenders (joint offers). In this case, each member of the consortium shall fulfil the requirements and accept the terms and conditions set out in the Invitation to Tender, the Tender Specifications, the Model Contract as well as all the relevant annexes.

The members of the consortium shall designate one member as Consortium Leader with full authority to bind the consortium and each of its members. The Consortium Leader shall act as a single point of contact with CEPOL in connection with the present procurement procedure.

CEPOL may not demand that consortia must have a given legal form in order to be allowed to submit a tender. However, the consortium selected may be required to adopt a given legal form after it has been awarded the contract and before the contract is signed, if this change is necessary to the proper performance of the contract.

E.1.2. DOCUMENTATION / INFORMATION TO BE PROVIDED

Each member of the consortium must provide the following documentation:

- Documentation related to its eligibility to tender, as specified in **Chapter B.6.1**;
- Documentation related to the economic and financial capacity of the tenderer and documentation related to its legal capacity as specified in **Chapter B.6.2**;

Documentation related to its technical and professional capacity, as specified in **Chapter B.6.2.2**, shall relate to the whole consortium.

E.1.3. EVALUATION

Joint offers submitted by consortia will be assessed as follows:

- The exclusion criteria (**Chapter B.6.1**) and the selection criteria for the legal capacity (**Point B.6.2.3**) will be assessed in relation to each member of the consortium individually;
- The selection criteria for the economic and financial capacity (**Point B.6.2.1**) will be assessed in relation to the combined capacities of all members of the consortium, as a whole;
- The selection criteria for the technical and professional capacity (**Point B.6.2.2**) will be assessed in relation to the combined capacities of all members of the consortium, as a whole;
- The technical and financial evaluation of the offers (**Title B.7**) will be carried out in relation to the tender.

Since all members of the consortium are jointly and severally liable towards CEPOL for the performance of the contract, statements included in the joint offer saying, for instance:

- that each member of the consortium will be responsible only for a specific part of the contract, or
- that a separate contract should be signed with each member of the consortium if the joint offer is successful,

are incompatible with the principle of joint and several liability.

CEPOL will disregard any such statement contained in a joint offer, and it reserves the right to reject such offers without further evaluation, on the grounds that they do not comply with the Tender Specifications.

N.B. If a member of the consortium does not fulfil one of the exclusion criteria, the whole consortium shall be excluded.

E.1.4. CONTRACT IMPLEMENTATION

Once the Contract has entered into force, all members of the consortium shall be jointly and severally liable towards CEPOL for the performance of the Contract; they shall comply with the terms and conditions of the Contract and ensure the proper execution of their respective share of the services.

The Consortium Leader – duly authorised by the other members of the consortium – will be entitled to sign any contractual documents; it shall act as a single point of contact with CEPOL in connection with the services to be provided under the Contract; it shall coordinate the provision of the services by the consortium members to CEPOL; it shall guarantee a proper administration of the Contract.

The composition of the consortium and the allocation of tasks among the members of the consortium shall not be altered without prior written information to CEPOL.

E.2. SUBCONTRACTING

E.2.1. INTRODUCTION

The tenderer may subcontract the tasks specified in **Title B.1** (Technical specifications) to other economic operators, as long as the supplies and/or services are provided in accordance with the Tender Specifications and have no impact on the prices proposed in its financial proposal.

E.2.2. DOCUMENTATION / INFORMATION TO BE PROVIDED

The tenderer shall:

1. State which tasks it intends to subcontract and clearly indicate the already identified subcontractor(s), their roles, activities and responsibilities;
2. Specify the volume or proportion of the activities likely to be subcontracted;

In addition, if the tenderer intends to subcontract above 50% of the activities specified in **Title B.1** to other economic operators, and the subcontractor(s) is/are already identified, the tenderer shall provide the following documentation for each subcontractor:

- Documentation related to the eligibility to tender of the already identified subcontractor(s), as specified in **Chapter B.6.1**
- Documentation related to the economic and financial capacity and documentation related to the legal capacity of the subcontractor, as specified in **Point B.6.2.3**;
- Documentation related to the technical and professional capacity of the subcontractor (documentation to be provided to the extent of the activities that will be subcontracted), as specified in **Point B.6.2.2**.

E.2.3. EVALUATION

In case of subcontracting, the tender will be assessed as follows:

- *(if applicable)* the exclusion criteria (Chapter B.6.1) and the selection criteria for the legal capacity (Point B.6.2.3) will be assessed in relation to each proposed subcontractor individually;
- *(if applicable)* the selection criteria for the economic and financial capacity (Point B.6.2.1) will be assessed in relation to the combined capacities of the tenderer and the subcontractor(s), as a whole, depending on the extent to which the subcontractor(s) will put their resources at the disposal of the tenderer for the performance of the contract;
- *(if applicable)* the selection criteria for the technical and professional capacity (Point B.6.2.2) will be assessed in relation to the combined capacities of the tenderer and the subcontractor(s), as a whole, depending on the extent to which

the subcontractor(s) will put their resources at the disposal of the tenderer for the performance of the contract;

- The technical and financial evaluation of the offers (**Title B.7**) will be carried out in relation to the tender.

E.2.4. CONTRACT IMPLEMENTATION

Once the contract has entered into force, the successful tenderer shall retain full liability towards CEPOL for the performance of the contract as a whole. CEPOL will not have any direct legal commitment with the subcontractor(s).

During the execution of the contract, the contractor will need CEPOL's express authorisation to replace a subcontractor with another subcontractor and/or to subcontract tasks for which subcontracting was not envisaged in the original tender, in compliance with the provisions on subcontracting foreseen in the contract.

SECTION F - SIGNATURE OF THE CONTRACT WITH THE SUCCESSFUL TENDERER: PROVISION OF DOCUMENTATION

Eligibility documentation (exclusion criteria)

The successful tenderer to whom CEPOL intends to award the contract will have to provide – within a time limit defined by CEPOL and preceding the signature of the contract – specific evidence in order to prove that they are not in a case of exclusion.

The following documentary evidence, confirming the declaration on honour, is listed below and will be accepted in **original only**:

In relation to articles 106 and 107 of the Regulation (EU, Euratom) No 966/2012 on the financial rules applicable to the general budget of the Union, as amended, the successful tenderer shall provide information on the persons that are members of the administrative, management or supervisory body, as well as the following evidence concerning the person or the natural or legal persons which assume unlimited liability for the debt of the person:

For situations described in (a), (c), (d) or (f), production of a recent extract from the judicial record is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the person showing that those requirements are satisfied.

For the situation described in point (a) or (b), production of recent certificates issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the person is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions. Where any document described above is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

However, CEPOL may decide to waive the obligation of the successful tenderer to submit the documentary evidence if such evidence has already been submitted to CEPOL for the purposes of another procurement procedure and provided that the issuing date of the documents does not exceed one year and that they are still valid. In such a case, the successful tenderer shall declare on its honour that the documentary evidence has already been provided to CEPOL in a previous procurement procedure and confirm that no changes in its situation have occurred.

N.B. In case of joint offers submitted by consortia, the above listed documentary evidence shall be provided by each member of the consortium.

In case of subcontracting, the above listed documentary evidence shall be provided on CEPOL's request.

The successful tenderer shall acknowledge that the notification letter sent by CEPOL to inform him that CEPOL intends to award him the contract does not constitute the award of



the contract itself. This will not be completed until the contract has been signed by the successful tenderer and CEPOL.

Please note that the signature of the contract between CEPOL and the successful tenderer will be conditional upon provision of the documentary evidence from the successful tenderer.

Capacity documentation (selection criteria)

On CEPOL's request, the successful tenderer shall submit – within a time limit defined by CEPOL and preceding the signature of the contract – the original certificates / documents to CEPOL for conformity check prior to the signature of the contract.

In such case, please note that the signature of the contract between CEPOL and the successful tenderer will be conditional upon provision of the original certificates / documents from the successful tenderer.

LIST OF ANNEXES

Please see attached as separate documents the following annexes to the tender specifications:

ANNEX I – MODEL CONTRACT

ANNEX II – TECHNICAL PROPOSAL FORM

ANNEX III – FINANCIAL PROPOSAL FORM

ANNEX IV – DECLARATION BY THE TENDERER

ANNEX V – IDENTIFICATION OF THE TENDERER

ANNEX VI – TENDER FORM

ANNEX VII – LEGAL ENTITY FORM

ANNEX VIII – FINANCIAL IDENTIFICATION FORM

ANNEX IX – CHECKLIST OF DOCUMENTS WHICH TENDERERS MUST SUBMIT