



TENDER SPECIFICATIONS

Open Invitation to Tender

No. CEPOL/PR/OP/2018/005

**Subscriptions to scientific e-journals and e-books:
Provision of technical access, content and related information services**

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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 to conclude a framework service contract for the provision of access to electronic subscriptions to content of scientific electronic journals and electronic books as well as related librarian information services. The main objective of the contract is to enable the registered users of CEPOL's electronic network to access full-text content of a selected list of electronic journals and books through a single sign-on mechanism via the CEPOL extranet and their CEPOL user credentials. The search for this content shall be supported by adequate tools and services.
Lots	This procurement procedure is not divided into lots.
Volume of the contract	CEPOL estimates, without this being binding, that the aggregate value of all specific contracts signed with the contractor during the maximum possible 48 month duration of the framework contract shall be EUR 180,000 (excluding VAT). CEPOL may at a later stage exercise the option to increase the maximum contract volume via a negotiated procedure with the successful tenderer in accordance with Article 11(1)(e) of Annex I of Regulation 2018/1046 ¹ .
Contracts	CEPOL wishes to conclude a framework service contract, which will be implemented through specific contracts during its period of validity. The model framework contract and specific contract are attached as Annex I.
Duration of the 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	The services will be delivered from the contractor's premises.
Variants	Not permitted.
Joint offers	Permitted.
Subcontracting	Permitted. However, any intention to sub-contract must be clearly announced in the offer.

¹ Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012.

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 mandate², 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 operational procurement is governed by:

- Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012 (hereinafter the "Financial Regulation").

² Regulation (EU) 2015/2219 of the European Parliament and of the Council of 25 November 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:

- 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 tenderer(s) 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. BACKGROUND INFORMATION

In respect to the fulfilment of CEPOL's strategic goals to a) function as a European law enforcement education platform on the highest level of international excellence and b) to be developed into a European law enforcement knowledge base, the agency thrives to support the provision of necessary learning materials to its target groups (mainly law enforcement officials of European Union Member States), and is called upon to "disseminate research findings"³. CEPOL's training and learning activities are supported through an electronic network portal, the CEPOL e-Net. Law enforcement officers and training experts can get a password-secured account for the extranet-side of the portal, granted by the official CEPOL Contact Points, providing access to specific information services.

The e-Net is a major part of the learning environment provided by the agency and it is seen as important to facilitate access to scientific material on the relevant topics, independent of the respective availability in the national institutions. The ability to read and reflect on the latest international scientific contributions in the area of police science is crucial to achieve learning on the highest level of international excellence. CEPOL intends to continue the provision of access to a selection of international scientific e-journal and e-book titles, where content is available online, for the registered users of the CEPOL e-Net. CEPOL prefers to use the kind of technical solution for user authentication into which investment had already been made, but is open to any alternative solutions offering equal or better performance and reliability.

³ See Article 5(1) of Regulation (EU) 2015/2219.

B.1.2. PURPOSE OF THE PROCUREMENT PROCEDURE AND SCOPE OF THE CONTRACT

The contract's objective is to enable registered users of the e-Net of CEPOL to access full-text content of relevant electronic journals and e-books through a single sign-on mechanism via the CEPOL extranet and their CEPOL-user credentials.

In order to keep the administrative workload for the provision of this service to CEPOL e-Net users as low as possible, a solution is required where the necessary authentication mechanism for accessing (reading, downloading, printing) of full-text articles or books, is delivered through an (external) authentication mechanism (OpenAthens, Shibboleth, etc.). The offered solution needs to be technically fully compatible with the set-up of CEPOL's technical e-Net structure, which has been successfully run on an OpenAthens connection so far.

CEPOL, via its e-Net authentication mechanism and in connection with the authentication link, will act as the identity provider in regard to eligible users allowed to make use of the specified e-journal and e-book subscriptions owned by the service provider.

B.1.3. DESCRIPTION OF THE SERVICES REQUIRED

- a. The contractor shall take care of the installation and constant support of a proven and stable authentication/authorisation mechanism (compliant with international protocol standards), that will link the CEPOL e-Net user-base with the electronically available content of specific published e-journals and e-books, in technical cooperation with CEPOL's e-Net provider.
- b. The contractor shall carry out the activation of the access to the content of the subscribed e-journals, e-books or related librarian information services.
- c. The contractor shall provide electronic subscription services to specifically requested e-journal and e-book titles for a 12 months period, to the effect that registered CEPOL e-Net users can open, read, download or print full text articles of the e-journals and e-books.
- d. The tenderer shall indicate the availability for subscription to the annexed list (see Appendix A) of specific titles, including back issues for at least 10 years where applicable or ideally the full catalogue of online back volumes and listing the foreseen price for a yearly subscription, excluding VAT.

The above list is non exhaustive and CEPOL might request modifications to it throughout the duration of the contract.

The service shall be available to all registered CEPOL e-Net users who may wish to use it during the period of validity of the contract and will not be restricted in terms of data volume or frequency of access by individual users other than stipulated by the terms of use by the publisher of the e-journals.

Tenderers may also offer to provide subscriptions to any other peer reviewed international e-journals related to the field of police research, criminology, criminal justice or general social sciences not listed above. CEPOL may order subscriptions to such journals during the validity of the framework contract. However this offering

will not constitute an advantage and will not be evaluated either technically or financially.

- e. The contractor shall provide access to **electronic books** based on two distinct order models:
 - i.) **Subscription**

Access is provided on an annual subscription basis for collections offered as packs by the tenderer. The tenderer will provide a priced table overview with very short descriptions of the available Packages and Subject Sets relevant for CEPOL in the Financial Proposal Form (see Annex III) indicating:

 - the name of the package,
 - its content (via a link to a website where the content can be searched) and
 - the length of access if purchased (1-year subscription or else, then please indicate length)
 - ii.) **Permanent acquisition of selected titles**

CEPOL shall send lists with desired e-book titles, including ISBN numbers to the tenderer. If available, the tenderer shall send an offer, including alternative usage models (single, unlimited etc.) for each requested title. On the basis of this offer, CEPOL shall draft a specific contract that shall be signed by both parties in order to become effective.
- f. The tenderer shall offer abstract services for periodicals in the area of policing and law enforcement, indicating where full-text will be available.
- g. The tenderer shall offer tools and services to support the search and usage of subscribed contents.
- h. The contractor shall provide access to CEPOL's designated staff member(s) to the administrator accounts offering monthly statistics of usage, where applicable.
- i. The contractor shall provide training to CEPOL agency staff for administrator accounts, if applicable. The contractor may propose a remote training, and this is acceptable upon prior agreement by CEPOL.
- j. The contractor shall provide helpdesk and technical support to fix any possible interruptions of the service within the shortest possible period of time. It shall be the responsibility of the contractor to check the functionality of the access on a working-day basis. After identifying or communicating to contractor the interruption or the possible error or malfunction, contractor shall, within maximum 48 hours from the date and time the request is communicated to him, resolve the issues.

B.1.4. ADDITIONAL REQUIREMENTS

B.1.4.a. Reports

The tenderer shall provide statistics and information about the use of the subscriptions on a monthly bases.

The tenderer shall provide reports about any technical disruption of the services when applicable.

B.1.4.b. Delivery time

- a. The setting up and activation of the authentication/authorisation mechanism should start immediately after the signing of the specific contract and shall be completed (i.e. when the content of the e-journals and/or e-books is accessible) as quickly as possible, but in any case no later than one month from the date of signature of the specific contract.
- b. The subscriptions to electronic journals and/or e-books of 12 month duration will be ordered by CEPOL through the signing of specific contracts. The subscriptions shall be activated (i.e. CEPOL e-Net users can access the content of the e-journals and/or e-books) within one month from the date of signature of the specific contract. The 12 month subscription period shall start from the date when the content can be accessed by CEPOL users and the subscription duration shall only be counted for the period(s) when the content is available to CEPOL e-Net users. If for any reasons not attributable to CEPOL or e-Net users (except cases of force majeure, where the provisions of Article II. 14 of the model framework contract shall apply) the content of an e-journal or e-book is not available to CEPOL e-Net users, the period(s) during which the content is not accessible shall not be counted towards the 12 months subscription period. In such cases the contractor shall either extend the subscription period accordingly at their own expense or shall refund CEPOL the subscription price corresponding to the period during which the subscription was not accessible.

B.1.4.c. Account management

The tenderer shall nominate a representative authorised to manage the CEPOL account. He/she shall act as a single contact point for all the administrative, technical and financial aspects of the contract.

B.1.4.d. Meetings

The successful tenderer will be requested to attend a kick-off meeting at the premises of CEPOL after signature of the contract.

The contractor shall delegate at least one representative with sufficient competence and authority to represent the contractor in this meeting.

During the implementation of the framework contract, at least one meeting per year shall be organised at the premises of CEPOL to discuss the state of play and any potential issue that affects performance of the contract.

In addition, other meetings shall be organised at the premises of CEPOL or via electronic means, if required.

Any expenses incurred by the contractor in connection with the above mentioned meeting shall not be reimbursed separately by CEPOL and shall be included in the offered price.

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 single framework service contract for the provision of the services described in the Section B.1 of the Tender Specifications.

The framework contract will be implemented through Specific Contracts which will be signed during the period of validity of the framework contract.

Please note that signature of a framework contract imposes no obligation on CEPOL to purchase the services. Only implementation of the framework contract through Specific Contracts is binding on CEPOL. In addition, a framework contract does not confer on the framework contractors any exclusive right to provide the services to CEPOL.

Whenever CEPOL needs to purchase the services, a Specific Contract will be signed with the contractor. Only the delivery of the services pursuant to signature of the specific contract shall give rise to payment entitlements.

As an indication only, CEPOL envisages that the framework contract will be implemented as follows:

- Shortly after the signature of the framework contract, a first specific contract will be signed for setting up the authentication/authorisation mechanism;
- once the authentication/authorisation mechanism is set up, CEPOL will issue a specific contract for the provision of 12 month subscriptions to all or some of the e-journals indicated in Chapter B.1.3 above, depending on the business needs and availability of the budget;
- CEPOL will issue specific contracts for the provision of 12 month subscriptions to a number of e-books, as specified in the corresponding request for service;
- Other ad-hoc requests for subscriptions might be placed during the implementation of the framework contract.

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 contract with the successful tenderer 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 180.000 Euro (excluding VAT)

CEPOL may at a later stage exercise the option to increase the maximum contract volume via a negotiated procedures with the successful tenderer in accordance with Article 11(1)(e) of Annex I of the Financial Regulation.

B.2.6. PAYMENT

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

The payment for the delivered services will be made as follows:

- An interim payment of 75% of the price of the service will be made to the contractor once the service is activated. The services shall be considered as activated when:
 - o authentication/authorisation mechanism is fully functional and the contractor's portal for accessing the e-journals and/or e-books is fully operational and accessible by all the e-Net users;
 - o the content of the subscribed e-journals and/or e-books is accessible to all the e-Net users.
- The payment of the balance (i.e. 25% of the price of the service) will be made after the 12 month service period has elapsed. The contractor's invoice for payment of the balance must be accompanied by a service report, providing details on the date of the start and end of the period of service, as well as on the dates between which the service was not accessible to the e-Net users for reasons not attributable to CEPOL or e-Net users.

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 contract is November 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 at least every year 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 year (date to be mutually agreed by the parties) as a minimum

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 136 to 141 of the Financial Regulation.

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 yearly turnover for each of the last three years should be at least 90,000 EUR per year.**

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);

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.

Selection criteria:

- a) The tenderer must have a minimum experience of at least 2 years in providing the services as stated in these Tender Specifications and their professional capacity should be appropriate to the required services.

Evidence to be provided:

- Brief history of the economic operator, including length of time in business, overall size and description of activities relating to services of the type required in these tender specifications.

- b) The tenderer must have the necessary means and resources to be put at the disposal for the delivery of services as requested in these tender specifications.

Evidence to be provided:

- A presentation of the economic operator showing its organisational structure available for the activities.
- Description of the services which can be provided by tenderers directly and those which are subcontracted. Indicate any organisational changes that may be needed to provide services to CEPOL.
- Statement of the technical resources, e.g. web interfaces, software, which the tenderer uses to provide the services indicated in these tender specifications.

- c) The tenderer must demonstrate that they have the knowledge, expertise and experience in implementation of online authentication/authorisation solutions for single sign-on access to e-journal and e-book content and provision of subscriptions to e-journals and e-books.

Evidence to be provided:

- A list of at least 2 contracts successfully implemented in the past 5 years, covering similar type of services as requested in these tender specifications. The tenderer is requested to specify the following in regard each contract
 - *Customer name and address*
 - *Contact name and telephone number*
 - *Contract reference and description of service provided*
 - *Name(s) of sub-contractors and/or consortium members and their roles, if applicable*

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 20(6) of Annex I to the Financial Regulation, 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) – compliance will be assessed on the basis of the replies provided under point 1 of Annex II, Technical Proposal Form;
- 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/EU⁴.

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:

#	Criterion	Minimum score to be obtained	Maximum obtainable points
1	Availability of e-journal titles for subscription (according to list) – 3 points per available title The evaluation will be carried out on the basis of the replies provided under point 2b of Annex II, Technical Proposal Form.	60	105
2	Availability of e-journal back copy volumes of minimum last 10 years (or complete) – 2 points per available title for minimum the last 10 years, 4 points per complete series. The evaluation will be carried out on the basis of the replies provided under point 2 of Annex II, Technical Proposal Form.	70	140

⁴ 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.

3	<p>Number of relevant offered e-book-collection subscriptions (10 points per offered subscription package up to a maximum of 50 points)</p> <p>The evaluation will be carried out on the basis of the replies provided under point 3 of Annex II, Technical Proposal Form.</p>	20	50
4	<p>Contract implementation proposal, according to the following sub-criteria:</p> <ul style="list-style-type: none"> - management of subscriptions and timeframes (min 5 points, max 15 points) - available electronic resources (min 5 points, max 15 points) - system for handling of user credentials (min 5 points, max 10 points) - notification system for informing about changes to existing subscriptions and new available titles (min 5 points, max 10 points) - availability of COUNTER-compliant usage statistics/report (min 10 points, max 25 points) - access management software or service in use (min 25 points, max 50 points) - availability of mechanisms to link the content of e-journals and e-books to CEPOL Learning Management System (min 10 points, max 25 points) - other services or supplies proposed (min 10 points, max 25 points) <p>The evaluation will be carried out on the basis of the replies provided under point 4 of Annex II, Technical Proposal Form (questions 4.1 to 4.8).</p>	75	175
TOTAL		225	470

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

The tenders that do not reach the minimum scores stated in the above table 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 tender providing the lowest price of the offer will receive a **financial score of 470 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 470.

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 **65/35 basis**.

The final score will be calculated using the following formula:

Final score = Technical score x 65% + Financial score x 35 %

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

B.8. TIMETABLE

Milestone	Deadline (*)	Notes
Deadline for sending requests for additional clarifications	2 October 2018	The modalities for sending requests for additional clarifications are specified in Section C.5.
Deadline for dispatching tenders	11 October 2018	The modalities for preparing and dispatching tenders are specified in Sections C.1, C.2, C.3. and C.4.
Deadline for registering at the public opening session	15 October 2018	The modalities for attending and registering for the public opening session are specified in Section D.1.
Public opening session	18 October 2018 10.00hrs	The public opening session will take place at premises in Budapest, Hungary, located at the following address: Ó utca 27

		1066 Budapest Hungary
First meeting of the evaluation committee	19 October 2018	Estimated
Notification of the outcome of the procurement procedure to the successful and unsuccessful tenderers	November 2018	
Signature of the contract	November 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".

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**)
 - Brief history of the economic operator, including length of time in business, overall size and description of activities relating to services of the type required in these tender specifications.
 - A presentation of the economic operator showing its organisational structure available for the activities.
 - Description of the services which can be provided by tenderers directly and those which are subcontracted. Indicate any organisational changes that may be needed to provide services to CEPOL.
 - Statement of the technical resources, e.g. web interfaces, software, which the tenderer uses to provide the services indicated in these tender specifications.
 - A list of at least 2 contracts successfully implemented in the past 5 years, covering similar type of services as requested in these tender specifications. The tenderer is requested to specify the following in regard each contract
 - Customer name and address
 - Contact name and telephone number
 - Contract reference and description of service provided

- Name(s) of sub-contractors and/or consortium members and their roles, if applicable
 - 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.
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". 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". 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 six 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/2018/005**

Tender Title: **Subscriptions to scientific e-journals and e-books:
Provision of technical access, content and related information services**

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**

Envelope B containing one signed original of the **Technical proposal**

Envelope C containing one signed original of the **Financial proposal**

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 136 to 141 of the Financial Regulation, 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:

APPENDIX A – LIST OF E-JOURNAL TITLES

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