



Tender Specifications for
Open Procedures

Open Invitation to Tender
No. CEPOL/PR/OP/2015/001

Electronic subscriptions to content of police science journals

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SECTION A – INTRODUCTION

A.1. SUMMARY

Contracting authority	European Police College (hereafter referred to as CEPOL).
Purpose	The purpose of this procurement procedure is to conclude a framework service contract for the provision of electronic subscriptions to content of police science journals. The objective of the contract is to enable the registered users of CEPOL's e-Net to access full-text content of a selected list of electronic journals through a single sign-on mechanism via the CEPOL extranet and their CEPOL user credentials.
Lots	This procurement procedure is not divided into lots.
Volume of the contract	<p>CEPOL estimates, without this being binding, that the aggregate value of all specific contracts signed with the contractor during the maximum possible 36 month duration of the framework contract shall be between EUR 90,000 and EUR 120,000 (excluding VAT).</p> <p>CEPOL may at a later stage exercise the option to increase the maximum contract volume via negotiated procedure with the successful tenderer in accordance with Art. 134 (1) (f) of the Rules of Application (Commission Delegated Regulation (EU) No. 1268/2012 of 29 October 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).</p>
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	The duration of the framework contract shall not exceed a fixed term of 12 months. The framework contract may be renewed up to two times, each time for a 12 months period, thus the maximum possible contract duration is 36 months. The terms and conditions of the framework contract shall continue to apply to the signed specific contracts after its expiry. Such specific contract shall be executed no later than 12 months after the expiry of the framework contract.

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.

A.2. WHAT IS CEPOL?

The European Police College (CEPOL) is the European agency tasked with organising training for senior police officers in Member States of the European Union. CEPOL brings together senior police officers across Europe to encourage cross-border cooperation in the fight against crime and maintenance of public security and law and order.

CEPOL began operating as an EU agency on 1 January 2006 (Council Decision 2005/681/JHA of 17 September 2005). CEPOL has an annual budget of approximately 8.4 million euro funded by the European Communities. CEPOL operates as a network where the activities – courses, seminars, conferences and meetings – are implemented in and by Member States, mainly by the national senior police training colleges.

The seat of the Agency is Budapest, Hungary.

CEPOL organises between 70–100 courses, seminars and conferences per year on key topics relevant to police forces in Europe, as well as carrying out specialised projects such as the CEPOL exchange programme for senior officers.

CEPOL also focuses on developing common curricula to harmonise training programmes, combating cross-border crime through specialist training; disseminating good practice and research findings; providing training for trainers; providing training for police authorities in candidate countries; and providing a state-of-the-art electronic network for sharing knowledge and best practice.

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:

- (i) to guarantee the widest possible participation of economic operators,
- (ii) to ensure the transparency of operations, and
- (iii) 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 the Regulation (EU, EURATOM) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002 and Commission Delegated Regulation (EU) No 1268/2012 of 29 October 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.

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, Norway, Iceland, Liechtenstein or Switzerland.

In addition, tenderers must not be in any situation of exclusion under the exclusion criteria (see section indicated in section B.6.1. of these tender specifications) and must have the legal capacity to allow them to participate in this tender procedure (see section indicated in section B.6.2.1. 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 Section E.1.

The tenderer may subcontract the tasks specified in Section B.1 (Technical specifications) to other economic operators in compliance with the terms and conditions for subcontracting specified in Section 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 senior police officers of European Union Member States). One of CEPOL's official tasks in this respect is to "disseminate best practices and research findings" (Art. 7(d) of the Council Decision 2005/681/JHA). CEPOL's training and learning activities are supported through an electronic network portal, the CEPOL e-Net. Senior police officers and training experts can get a password-secured account for the extranet-side of the portal, granted by the official National Contact Points for the European Police College, 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 police research and science journal titles, where content is available online, for the registered users of the CEPOL e-Net, which had been successfully implemented during the year 2014. CEPOL also wishes to use the kind of technical solution for user authentication into which investment had already been made.

As of January 2015 approximately 12.000 users are registered to access some or all of the various services of CEPOL e-Net. During the first year of this service in 2014, approximately 2000 users actively accessed the e-journals service, with an average download quota of less than 300 (full articles or tables of content) across each of the nine subscribed journals for the entire annual subscription period.

B.1.2. DESCRIPTION OF THE SERVICES REQUIRED

Objective of the contract

The contract's objective is to enable registered users of the e-Net of the CEPOL to access full-text content of a selected list of electronic journals 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 the 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, is delivered through an OpenAthens-based mechanism. The offered solution needs to be technically fully compatible with the OpenAthens connection that has been used in 2014, because investment in the connection between the e-Net server and the OpenAthens mechanism has to be preserved. Technical documentation about OpenAthens can be found at <https://docs.openathens.net/display/public/home/OpenAthens+Documentation>.

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

A registered CEPOL e-Net user shall also be able to search for articles of the subscribed e-journals through the CEPOL e-library search interface. For that purpose the metadata sets of available articles will have to be imported into the e-library database in the Dublin Core format. The metadata set will have to include a link which will trigger the access to the full text of the article through the authentication and authorisation mechanism provided by the tenderer.

Description of the services required

- a) The contractor shall installation and support of a proven and stable OpenAthens-based 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, 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 e-journals
- c) The contractor shall provide metadata sets of subscribed e-journals in Dublin Core format on monthly or quarterly basis and support for its integration into CEPOL's e-Net extranet – e-Library and/or website (to enable search-ability for users).
- d) The contractor shall provide access to the administrator accounts, where applicable.
- e) 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.

- f) The contractor shall provide electronic subscription services to the requested journal titles as listed below for 12 month periods, to the effect that registered CEPOL e-Net users can open, read, download or print full text articles of the e-journals.

The service will be available to all registered CEPOL e-Net 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.

The contractor shall provide subscriptions to the following journals grouped by priority, including back issues for at least 10 years where applicable or ideally the full catalogue of online back volumes.

E-journal Title	Importance	ISSN (online)	Publisher	Volume no. reached in 2015
European Journal of Policing Studies	1 st priority title	2014-760X	Maklu Uitgevers	2-3
International Journal of Police Science & Management	1 st priority title	1478-1603	Vathek Publishing (Sage)	17
Journal of Policing, Intelligence and Counterintelligence	1 st priority title	2159-5364	Routledge/ Taylor & Francis	10
Police Journal: Theory, Practice and Principles	1 st priority title	1740-5599	Vathek Publishing (Sage)	88
Police Practice & Research	1 st priority title	1477-271X	Routledge/ Taylor & Francis	14
Policing – a journal of policy and practice	1 st priority title	1752-4520	Oxford University Press	7
Policing and Society	1 st priority title	1477-2728	Routledge/ Taylor & Francis	23
European Journal of Crime, Criminal Law and Criminal Justice	2 nd priority title	1571-8174	Brill	23
European Journal of Criminology	2 nd priority title	1477-3708	Sage	12

E-journal Title	Importance	ISSN (online)	Publisher	Volume no. reached in 2015
European Journal on Criminal Policy and Research	2 nd priority title	1572-9869	Springer	21
Crime Science	2 nd priority title	2193-7680	Springer	4
International Journal of Electronic Security and Digital Forensics	2 nd priority title	1751-9128	Inderscience Publishers	4
Journal of Human Trafficking	2 nd priority title	2332-2713	Routledge/ Taylor & Francis	1
Journal of Police and Criminal Psychology	2 nd priority title	1936-6469	Springer	30
Police Quarterly	2 nd priority title	1552-745X	Sage	18
Studies in Conflict & Terrorism	2 nd priority title	1521-0731	Routledge/ Taylor & Francis	38
Trends in Organized Crime	2 nd priority title	1936-4830	Springer	18

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.

- g)** The contractor shall provide helpdesk and technical support to fix any possible interruptions of the service.

Reports

The tenderer shall offer to provide statistics and information about the use of the subscriptions.

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 journals 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 of 12 month duration will be ordered by CEPOL through signature of specific contracts. The subscriptions shall be activated (i.e. CEPOL e-Net users can access the content of the journals) 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. 11 of the model framework contract shall apply) the content of a journal 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.

Account management

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

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 these meeting.

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.1.3. VARIANTS

Variants are alternatives to any technical or financial aspects, or to any contractual conditions described in invitation to tenders.

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.1.4. 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 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;
- Afterwards CEPOL will sign specific contracts for the provision of 12 month subscriptions to all or some of the journals, depending on the business needs and availability of the budget.

B.2.2. CONTRACT PRICES

(i) Contract prices

The prices for the services shall be as indicated by the tenderer in their Financial Proposal (see **Annex III**)

(ii) 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. At the beginning of the second and every following year of the framework contract the prices can be revised in accordance with **Article I.3.2 Price revision** of the attached model framework contract.

B.2.3. IMPORTANT NOTE

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.2.4. VOLUME OF THE CONTRACT

CEPOL estimates, without this being binding, that the aggregate value of all specific contracts (for authentication service, contractor's web portal, e-journal subscriptions, provision of metadata, etc.) signed with the contractor during the entire duration of the framework contract shall be between EUR 90,000 and EUR 120,000 (excluding VAT).

B.2.5 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 2 (two) times, each time for an additional period of 12 (twelve) months. The total duration of the Framework Contract shall not exceed 36 (thirty six) months.

B.2.6 PAYMENT

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 journals is fully operational and accessible by all the e-Net users;
 - o the content of the subscribed journal(s) 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.

The payment periods and formalities are described in detail in Article I.4 of the attached model contract (see Annex I).

B.3. THE CONTENT OF THE TECHNICAL PROPOSAL

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

The tenderer shall offer price quotations for a 12 months subscription per journal and for a 12 months access to back issued of journals. In addition fixed annual prices for all the technical access services (OpenAthens, contractor's web portal, provision of metadata) shall be given.

The prices quoted in the financial proposal shall be all-inclusive, fixed prices, covering any costs related to implementation and support of the services as described in these tender specifications.

While preparing the financial proposals, the tenderers shall bear in mind the award criteria against which the tenders will be evaluated (see **Section B.7**) and in particular the price evaluation scenario (see **Part 2 of Annex III**).

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.
- 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 shall be excluded from this procurement procedure if:

- (a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) they have been convicted of an offence concerning their professional conduct by a judgement which has the force of *res judicata*;
- (c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- (d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- (e) they have been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- (f) they are currently subject to an administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in a procurement procedure or failing to supply this information, or having been declared to be in serious breach of its obligations under contracts covered by the Union's budget..

In addition, a contract shall not be awarded to tenderers who, during the procurement procedure for this contract:

- are subject to a conflict of interest;
- are guilty of misrepresentation in supplying the information required by CEPOL as a condition of participation in the procurement procedure or fail to supply this information;
- find themselves in one of the situations of exclusion referred to in Article 106(1) of the Financial Regulation (Council Regulation no 966/2012 for this procurement procedure.

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 its tender and may result in administrative penalties.

Evidence to be provided:

You shall provide - in original - a declaration on honour drawn up according to the template found in **Annex IV**, dated and duly signed by the legal representative of the 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 met, the tender shall be rejected.

As proof of the tenderer's capacity, as specified in this section, except for the cases where original documents are requested, copies of original certificates/documents issued by an official authority in the country of origin or provenance may be accepted.

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. Furthermore, the tenderer's yearly turnover for each of the last three years should be at least **75,000 EUR per year**.

Evidence to be provided:

- 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

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 content and provision of subscriptions to e-journals

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*

N.B. CEPOL may contact any of the above companies for a reference. Your permission to do so will be assumed unless you state any objections.

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.

Evidence to be provided:

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. ASSESMENT OF THE TENDERS: EVALUATION OF THE AWARD CRITERIA

Once the tenderer has demonstrated the 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

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

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	Provision of current issues of 1st Priority journals – calculated as per the technical scoring matrix (see section 8 of Annex II)	40	70
2	Provision of current issues of 2nd Priority journals – calculated as per the technical scoring matrix (see section 8 of Annex II)	n/a	59
3	Provision of back copy volumes – calculated as per the technical scoring matrix (see section 8 of Annex II)	24	106
TOTAL			235

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 a minimum score of 40 points for criterion no. 1 and 24 points for criterion no. 3 will be considered of insufficient quality and will be eliminated from further evaluation.

B.7.2. FINANCIAL EVALUATION

The financial evaluation will be performed on the basis of the total amount of the annual price estimation scenario (further referred to as “Total Price”) which will be calculated using the prices quoted in the Financial Proposal (see Annex III). The details of the annual price evaluation scenario can be found in Part 2 of Annex III.

IMPORTANT - in order to ensure comparability of financial proposals, where no price is provided for a particular cost item, a “dummy price” will be used for the calculation of the “Total Price”. A “dummy price” will be calculated as the average of the prices submitted for the cost item in question by all the other tenderers that passed the technical evaluation. These “dummy prices” will only be used to evaluate the financial proposals and will not become part of the contract.

The tender providing the lowest “Total Price” will receive a **financial score** of **235 points**.

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

$$\text{Financial score} = \frac{\text{Lowest “Total Price”}}{\text{“Total Price” of the tender being evaluated}} \times 235$$

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:

$$\text{Final score} = \text{Technical score} \times 65\% + \text{Financial score} \times 35\%$$

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	4 March 2015	The modalities for sending requests for additional clarifications are specified in Section C.5.
Deadline for dispatching tenders	11 March 2015	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	13 March 2015	The modalities for attending and registering for the public opening session are specified in Section D.1.
Public opening session	18 March 2015, at 10:00	The public opening session will take place at premises in Budapest,

	(Budapest time)	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	Middle of April 2015	Estimated

SECTION C – INSTRUCTIONS ON HOW TO TENDER

C.1. CONTENTS OF YOUR TENDER

Tenders shall comprise of the following three elements:

Envelope A: Administrative documentation

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 Section C.1.1.
2. Filled in Tenderer's Identification form (see **Annex V**)
3. Information and documentation about the tenderer's eligibility and capacity including:
 - Original Declaration of Honour on Exclusion Criteria (see **Annex IV**) as specified in Section B.6.1.
 - Duly filled in and signed Tender form (see **Annex VI**)
 - Copies of all original certificates and documents on the tenderer's capacity as specified in Section B.6.2. issued by an official authority in the country of origin or provenance of the tenderer.

- Copies of the other documents and the information required for the assessment of the selection criteria as specified in Section B.6.2.
4. If applicable, information and documentation on members of consortia and subcontractors as specified in Section E.
 5. 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 original signed copy 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 **section 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 original signed copy 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 **section B.4. "THE CONTENT OF THE FINANCIAL PROPOSAL"** of these tender specifications.

C.1.1. IMPORTANT NOTE

- 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 tender 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/2015/001

Tender Title: Electronic subscriptions to content of police science journals

TENDER – NOT TO BE OPENED BY CEPOL RECEPTION

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 the **Administrative documentation**
- **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 Section B.8.

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

European Police College
1066 Budapest
Ó utca 27
HUNGARY

Tenders sent by other means (e.g. by e-mail or fax) or dispatched later than the deadline indicated in Section 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 Section 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 **Section 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 **Section B.8**, the tenderer must send a copy of this receipt to CEPOL by e-mail (tenders@cepol.europa.eu) or by fax +36 (06) 1 8038032 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 **Section 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 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, fax or mail to:



European Police College (CEPOL)

1066 Budapest

Ó utca 27

HUNGARY

Fax: +36 (06) 1 8038032

E-mail: tenders@cepol.europa.eu

All queries shall be sent to CEPOL no later than the deadline indicated in **Section B.8**. Tenderers shall note that CEPOL is not bound to reply to requests for additional clarifications made less than 5 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 **Section B.8**,
2. the inner envelope containing the tender is sealed as specified in **Section C.3**, in order to guarantee the confidentiality and integrity of data,
3. the tender contains information and documentation indicated in **Section C.1**,
4. the Technical and Financial proposals are signed on the front page and initialled on each page, as indicated in **Section C.1**,
5. the tender is submitted in the number of copies required in **Section 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 **Section 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) or by fax (+36 (06) 1 8038032), not later than the date and time indicated in **Section B.8**.

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.

- (i) The evaluation committee first checks the eligibility of the tenderer to participate in the procurement procedure as defined in **Section B.6.1**.
- (ii) The evaluation committee then checks the capacity of the tenderer to perform the contract against the selection criteria as defined in **Section B.6.2**. If one of the relevant criteria is not met, its tender may not be further evaluated.
- (iii) The evaluation committee checks if all the minimum requirements listed in **Section B.1** are met. The tenders that do not meet all the minimum requirements will be excluded.
- (iv) 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 **Section 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 VII)** 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 **Section B.6.1**;

- Documentation related to the economic and financial capacity of the tenderer and documentation related to its legal capacity as specified in **Section B.6.2.1**;

Documentation related to its technical and professional capacity, as specified in **Section 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 (**Section B.6.1**) and the selection criteria for the legal capacity (**Section B.6.2.1**) will be assessed in relation to each member of the consortium individually;
- The selection criteria for the economic and financial capacity (**Section B.6.2.1**) will be assessed as follows:
 - For criteria set as minimum viability standards on financial and economic standing (e.g. by means of appropriate statements from banks or balance sheets), an individual evaluation will be made;
 - For criteria that are deemed to be achieved above a certain level (e.g. overall turnover or turnover with respect to the specific tender), a consolidated assessment – all members of the consortium together – will be made;
- The selection criteria for the technical and professional capacity (**Section 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 (**Section 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 or selection 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 co-ordinate 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 Section B.1 (Terms of Reference) 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:

- (i) State which tasks it intends to subcontract and clearly indicate the already identified subcontractor(s), their roles, activities and responsibilities;
- (ii) 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 Section 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 Section B.6.1
- Documentation related to the economic and financial capacity and documentation related to the legal capacity of the subcontractor, as specified in Section B.6.2.1;
- 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 Section B.6.2.2.

E.2.3. EVALUATION

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

- (if applicable) the exclusion criteria (Section B.6.1) and the selection criteria for the legal capacity (**Section B.6.2.1**) will be assessed in relation to each proposed subcontractor individually;
- (if applicable) the selection criteria for the economic and financial capacity (Section B.6.2.1) will be assessed as follows:
 - For criteria set as minimum viability standards on financial and economic standing (e.g. by means of appropriate statements from banks or balance sheets), an individual evaluation will be made;
 - For criteria that are deemed to be achieved above a certain level (e.g. overall turnover or turnover with respect to the specific tender), a consolidated assessment – tenderer plus subcontractor(s) – will be made, 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 (Section 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 (Section 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, as referred to in Article 143 (3) of the Rules of Application (Commission Delegated Regulation (EU) No

1268/2012 of 29 October 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) is listed below and will be accepted in **original only**:

1. For the situations described in point (a), (b) or (e) of **Section B.6.1** of the Tender Specifications, CEPOL shall accept, as satisfactory evidence, a recent extract from the judicial record or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied (eligibility documents 1);
2. For the situation described in points (a) and (d) of **Section B.6.1** of the Tender Specifications, CEPOL shall accept, as satisfactory evidence, a recent certificate issued by the competent authority of the State concerned (eligibility documents 2).

However, where the eligibility documents 1 and 2 are not issued in the country concerned, CEPOL shall accept, as satisfactory evidence for the situations described in points a) to e) of **Section B.6.1** of the Tender Specifications, a sworn or, failing that, a solemn statement made by the successful tenderer before a judicial or administrative authority, a notary or a qualified professional body in its country of origin or provenance, clearly stating that the requested eligibility documents are not issued in the country concerned and that the successful tenderer is not in one of the above-described situations.

Depending on the national legislation of the country in which the successful tenderer is established, these documents must relate to legal persons and/or natural persons. Where considered necessary by CEPOL, the successful tenderer may be requested to provide that documentary evidence for company directors or any person with powers of representation, decision-making or control in relation to the successful tenderer.

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 SERVICE 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