



TENDER SPECIFICATIONS

Open Invitation to Tender

No. CEPOL/PR/OP/2018/003

Services to Support CEPOL Project Activities in the Western Balkans

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TABLE OF CONTENT

SECTION A - INTRODUCTION	4
A.1. SUMMARY	4
A.2. WHAT IS CEPOL?	5
A.3. WHAT IS PROCUREMENT?	5
A.4. CONFIDENTIALITY & PUBLIC ACCESS TO DOCUMENTS	6
A.5. PARTICIPATION IN THE PROCUREMENT PROCEDURE	6
A.6. CAN A CONSORTIUM SUBMIT A TENDER? IS SUBCONTRACTING ALLOWED?	6
SECTION B - SPECIFIC INFORMATION ON THIS PROCUREMENT PROCEDURE	7
B.1. TECHNICAL SPECIFICATIONS	7
B.1.1. PURPOSE OF THE PROCUREMENT PROCEDURE AND SCOPE OF THE CONTRACT	7
B.1.2. DESCRIPTION OF THE SUBJECT OF THE CONTRACT AND GENERAL REQUIREMENTS	7
B.1.3. SPECIFIC REQUIREMENTS TO THE SERVICES	10
B.1.4. OTHER REQUIREMENTS	13
B.1.5. VARIANTS	18
B.1.6. DIVISION INTO LOTS	19
B.2. CONTRACT	19
B.2.1. TYPE OF CONTRACT	19
B.2.2. MODEL CONTRACT AND ACCEPTANCE OF THE TERMS AND CONDITIONS	19
B.2.3. CONTRACT PRICES AND PRICE REVISION	20
B.2.4. DURATION OF THE CONTRACT	20
B.2.5. VOLUME OF THE CONTRACT	20
B.2.6. PAYMENT	20
B.2.7. CONTRACT IMPLEMENTATION TIMETABLE	20
B.3. THE CONTENT OF THE TECHNICAL PROPOSAL	21
B.4. THE CONTENT OF THE FINANCIAL PROPOSAL	21
B.5. ASSESSMENT OF TENDERERS AND TENDERS	22
B.6. ASSESSMENT OF TENDERERS: ELIGIBILITY AND CAPACITY	22
B.6.1. ELIGIBILITY OF THE TENDERER: EXCLUSION CRITERIA	22
B.6.2. CAPACITY OF THE TENDERER: SELECTION CRITERIA	23
B.7. ASSESSMENT OF THE TENDERS: EVALUATION OF THE AWARD CRITERIA	26
B.7.1. TECHNICAL EVALUATION	26
B.7.2. FINANCIAL EVALUATION	29
B.7.3. AWARD OF THE CONTRACT	29
B.8. TIMETABLE	29

SECTION C - INSTRUCTIONS ON HOW TO TENDER	31
C.1. CONTENTS OF YOUR TENDER	31
C.1.1. IMPORTANT NOTE.....	32
C.2. LANGUAGE OF YOUR TENDER	32
C.3. HOW TO PACKAGE YOUR TENDER?	32
C.4. HOW TO DISPATCH YOUR TENDER?	33
C.4.1. IMPORTANT NOTE: PROOF OF DISPATCH	33
C.5. CONTACTS BETWEEN CEPOL AND TENDERERS	34
C.5.1. BEFORE THE DEADLINE FOR DISPATCHING TENDERS.....	34
C.5.2. AFTER THE DEADLINE FOR DISPATCHING TENDERS	35
SECTION D - HOW WILL TENDERS BE EVALUATED	36
D.1. PUBLIC OPENING SESSION	36
D.1.1. FORMAL OPENING REQUIREMENTS	36
D.1.2. MODALITIES TO ATTEND THE PUBLIC OPENING SESSION	36
D.2. TENDER EVALUATION SESSION	36
SECTION E - JOINT OFFERS SUBMITTED BY CONSORTIA AND SUBCONTRACTING: TERMS AND CONDITIONS	38
E.1. JOINT OFFERS SUBMITTED BY CONSORTIA	38
E.1.1. INTRODUCTION	38
E.1.2. DOCUMENTATION / INFORMATION TO BE PROVIDED.....	38
E.1.3. EVALUATION	39
E.1.4. CONTRACT IMPLEMENTATION.....	39
E.2. SUBCONTRACTING	40
E.2.1. INTRODUCTION	40
E.2.2. DOCUMENTATION / INFORMATION TO BE PROVIDED.....	40
E.2.3. EVALUATION	40
E.2.4. CONTRACT IMPLEMENTATION.....	41
SECTION F - SIGNATURE OF THE CONTRACT WITH THE SUCCESSFUL TENDERER: PROVISION OF DOCUMENTATION	42
LIST OF ANNEXES	44

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 contract with a service provider able to provide booking of accommodation, meals, conference rooms, equipment, catering and other conference services and local transportation for events taking place in 6 jurisdictions in the Western Balkan region: Albania, Bosnia and Herzegovina, Former Yugoslav Republic of Macedonia, Kosovo¹, Montenegro, Serbia.
Lots	This procurement procedure is not divided into lots.
Volume (maximum)	The maximum volume of the contract (all payments to the contractor) over a maximum possible duration of 16 months is estimated at: 240,000 Euro (excluding VAT). 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) (e) of Commission Delegated Regulation (EU) No 1268/2012 ² on the rules of application of Regulation (EU, Euratom) No 966/2012 ³ of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union.
Contracts	CEPOL will sign a framework contract with the successful tenderer, referred to as “Contractor” or “service provider” in the Tender Specifications. A Model Contract is included (see Annex I).
Duration of contract	16 months renewable up to one time for additional 6 months.
Main place of performance of services	From the Contractor’s business premises.
Variants	Not permitted.
Joint offers	Permitted.
Subcontracting	Permitted. However, any intention to sub-contract must be clearly announced in the offer.

¹ This designation is without prejudice to positions on status, and is in line with UNSCR 1244/1999 and the ICJ Opinion on the Kosovo declaration of independence

² As amended by Commission Delegated Regulation (EU) 2015/2462 of 30 October 2015.

³ As amended by Regulation (EU, Euratom) 2015/1929 of the European Parliament and of the Council of 28 October 2015.

A.2. WHAT IS CEPOL?

1. What is CEPOL?

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

Since 1 July 2016, under its current legal mandate⁴, CEPOL's official name is "The European Union Agency for Law Enforcement Training".

2. Where is CEPOL located?

CEPOL's headquarters are located in Budapest, Hungary.

3. Why does CEPOL exist?

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

4. What does CEPOL do?

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

A.3. WHAT IS PROCUREMENT?

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

The purpose is:

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

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

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

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

CEPOL procurement is governed by:

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

⁴ Regulation (EU) 2015/2219 of the European Parliament and of the Council of 25 November 2015.

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

A.4. CONFIDENTIALITY & PUBLIC ACCESS TO DOCUMENTS

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

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

A.5. PARTICIPATION IN THE PROCUREMENT PROCEDURE

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

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

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

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

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

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

SECTION B - SPECIFIC INFORMATION ON THIS PROCUREMENT PROCEDURE

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

CEPOL has been entrusted with the management of the Financial Investigation In-Service Training Programme Western Balkan 2017-19 (CEPOL FI project), which is targeting 6 beneficiary jurisdictions in the Western Balkan region.

For the purpose of the project CEPOL intends to conclude a framework contract with a services provider with extensive and proven experience for events taking place in each of the six Western Balkan jurisdictions: Albania, Bosnia and Herzegovina, Former Yugoslav Republic of Macedonia, Kosovo¹, Montenegro, Serbia.

The main services under the contract in each country shall include, but not be limited to:

- Booking, changing, cancellation of accommodation services;
- Booking conference packages in hotels;
- Booking of meeting venues and ancillary services;
- Booking of restaurants;
- Booking of local transportation services;
- Providing print outs and photocopies of conference material (black and white/colour), name tag/badges for meetings, name holders/plates for meetings;
- Providing 24/7 travel assistance to travellers;
- Settling bills for unexpected services.

The maximum contract volume (all payments to the contractor) over its total possible duration of 22 months is estimated at 240.000 Euro.

<p>B.1.2. DESCRIPTION OF THE SUBJECT OF THE CONTRACT AND GENERAL REQUIREMENTS</p>
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Events will take place in Western Balkans jurisdictions, namely Albania, Bosnia and Herzegovina, Former Yugoslav Republic of Macedonia, Kosovo¹, Montenegro and Serbia.

A dedicated telephone line (or as many as necessary) and a dedicated e-mail address or, subject to CEPOL's prior approval, any other user-friendly electronic channel shall be put in place to facilitate the communication between CEPOL and the successful tenderer in order to avoid unnecessary delays in addressing any requests or issues.

The minimum requirements that the successful tenderer shall fulfil are listed in the paragraphs below and in **Chapters B.1.3. and B.1.4.**, unless stated otherwise:

(a) Accommodation

1. booking of accommodation on various board basis (bed & breakfast, half board, full board) in Western Balkans jurisdictions

(b) Conference packages and services in hotels

1. booking conference packages in hotels of various types (small, medium, big as explained in Chapter B.1.3.b.)
2. booking of meeting facilities and ancillary services (e.g. catering for participants to the meetings);
3. providing conference materials - print outs and photocopies of conference material (black and white/colour), name tag/badges for meetings, name holders/plates for meetings

(c) Restaurants and meeting venues:

1. booking of restaurants and/or meeting venues and/or catering not linked to accommodation in above mentioned Western Balkans jurisdictions

(d) Types of transport booking

1. booking of local transportation services

(e) Reporting on services⁵:

1. monitor and report on bookings statistics
2. ensure that agreed corporate discounts are automatically included in all cost quotes.

(f) Miscellaneous

1. as a general rule, the service provider will have to settle the costs directly with the hotel, restaurant, meeting venue, and local transport service provider, unless otherwise requested by CEPOL;
2. communications to CEPOL staff and traveller shall follow the same format and shall be:
 - a) in English;
 - b) including a 24/7 emergency assistance/hotline service contact number;

⁵ See also point B.1.4.m Quality standards.

- c) dates shall be in the format DD-MM-YYYY;
- d) times shall be in the 24-hour time format;
- 3. 24 hours, 7 days a week assistance to travellers;
- 4. occasionally the service provider may be required to provide other services not listed above.

All the above mentioned services shall be delivered:

- 1. in English;
- 2. where applicable, by using either the tenderer's online booking tool, and/or email and/or telephone, as requested by CEPOL;
- 3. on CEPOL working days from 08:30 to 16:00. Services related to 24/7 assistance to travellers shall be delivered also outside CEPOL working hours.

The service provider must be able to provide all the above listed services. It must be able to provide equally good services in peak periods with high workload. Ability to allocate additional staff during peak periods is mandatory.

Rules to be adhered to

Bookings shall be made at the best possible rate available.

The service provider shall provide the different rates available, taking into account the requirements as indicated by CEPOL.

The following validation requirements shall apply:

- every booking, changing or cancellation of bookings shall be validated by authorised CEPOL staff⁶;
- accommodation where rates are above the below ceilings shall be authorised only by authorised CEPOL staff prior to booking⁷;

Albania	160 EUR
Bosnia and Herzegovina	135 EUR
Former Yugoslav Republic of Macedonia	160 EUR
Kosovo ¹	140 EUR
Montenegro	140 EUR
Serbia	140 EUR

- every booking of meeting venues, restaurants and local transportation shall be validated by authorised CEPOL staff.

CEPOL may amend the above validation rules or apply additional rules for validation at any time. In all cases the service provider will be informed accordingly.

⁶ The names of the authorised CEPOL staff will be communicated to the service provider after signature of the contract.

⁷ These ceilings are updated regularly by the European Commission and the contractor shall be informed when such updates occur.

B.1.3. SPECIFIC REQUIREMENTS TO THE SERVICES

B.1.3.a. Arranging accommodation for travellers

Authorised CEPOL staff member will send to the service provider a pack of requests related to arranging accommodation for travellers. When requested, the service provider shall arrange hotel accommodation within the hotel price ceilings specified in **Chapter B.1.2** (page 10). To this end the service provider shall have at its disposal a broad selection of hotels across Western Balkans jurisdictions.

The service provider shall also book accommodation at a hotel which is suggested by CEPOL and, if relevant, at the special price that CEPOL is entitled to obtain.

The service provider shall be able to book accommodation on various board bases, e.g. room only, bed and breakfast, half or full board. The service provider will be required to arrange group bookings.

Due to the nature of the activities, the hotels, restaurants and meeting venues used will have to abide to high security and quality standards. The category of the proposed hotels shall be minimum 4 (****) stars, provided that the offers do not exceed the hotel price ceilings specified in **Chapter B.1.2.** above). Convenience (proximity to the mission venue) shall be taken into account when selecting accommodation.

The requests for services will be sent to the service provider by the authorised CEPOL staff members. Such a request shall include the following information:

- reference of the business trips (commitment number and mission number, as applicable);
- Check-in & Check-out data;
- Board basis (room only, bed & breakfast, half board or full board);
- Settlement of hotel bill by service provider or traveller;
- Other relevant information.

Response to requests for services should be provided within 2 working days from the time of original request.

Occasionally (in case of urgent requirements) CEPOL may ask the service provider to provide a response within a shorter period of time, therefore the service provider shall be able to respond within 24 hours.

The response from the service provider shall contain accommodation options and relevant cost quotations, including all applicable fees and taxes.

The service provider shall inform the authorised CEPOL staff member if and how long a hotel reservation can be kept “on hold”. Only when the approval is received, the service provider will be able to proceed with confirming the hotel reservation.

Authorised CEPOL staff members will then confirm the choice of the accommodation option or will request alternative proposals (if needed) (for more details on the ordering process see **Point B.1.4.f. – Ordering process of the Tender Specifications**).

Upon receipt of the confirmation of the choice of the accommodation option from the authorised CEPOL staff member, the service provider shall book the accommodation and shall send the booking confirmation to the traveller and to the authorised CEPOL staff members within 24 hours (for standard requests) or within 2 hours (for urgent requests).

The booking confirmation shall include the contact number of a 24/7 emergency helpline service.

For hotel services, as a general rule, the contractor will have to settle the costs directly with the hotel. These costs, with the addition of the agency fee, will be paid upon receipt of the invoice, in accordance with the provisions of these specifications.

B.1.3.b. Conference packages in hotels

Authorised CEPOL staff member will send to the service provider a request related to the organisation of a conference. The request will indicate the general requirements for the conference, such as

- reference of the business trip (commitment number and mission number, as applicable)
- location
- start & end date & time
- type of the requested conference package
- order for print outs and photocopies of conference material (black and white/colour), name tags/badges for meetings, name holders/plates for meetings
- other relevant information.

Due to the nature of the activities, the hotels, restaurants and meeting venues used will have to abide to high security and quality standards. Also note that the ceiling for the budget per meal will always be indicated based on the actual ceilings established by the European Commission in the respective country and communicated by CEPOL to the service provider.

Description of the conference packages:

Conference packages in hotel shall include room rental, furniture and technical equipment including: tables, chairs, data projector, projection screen, 2 flipcharts boards with markers, conference sound system with microphones, free high-speed wireless Internet access, Water during the conference (at least 1 bottle of mineral water - 0,25 l per participant) and are defined as follows:

- Conference package 'Small': for conferences up to 20 people;
- Conference package 'Medium': for conferences between 21 and 50 people;
- Conference package 'Large': for conferences for more than 50 people;

Due to the nature of activities all conference packages shall include translation booths, as well as the possibility to provide print outs and photocopies of conference material (black and white/colour), name tags/badges for meetings, name holders/plates for

meetings. The material shall be available to the CEPOL team on the location of the conference/meeting at least one day before the conference/meeting.

Conferences/meetings packages shall also include catering packages of various types:

- Coffee break 'Small' shall include coffee, tea, water, soft drinks, cookies; including equipment (tables, chairs, plates, cutlery and crockery) and service
- Coffee break 'Large' shall include same as 'Small' + sweet and salty snacks
- Snack/sandwich lunch with drinks (coffee, tea, water, soft drinks) including equipment (tables, chairs, plates, cutlery and crockery) and service
- Hot lunch and/or dinner – set or buffet: starter, salad, main course, dessert, coffee, tea, water, soft drinks; including equipment (tables, chairs, plates, cutlery and crockery) and service

The process of requesting the services and confirmation of CEPOL's choice as described in the above points shall be applied by analogy.

The maximum time for completion a pack shall be no longer than 2 working days. For last minute changes an urgent response time of 24 hours shall apply.

For conference services, as a general rule, the contractor will have to settle the costs directly with the hotel/meeting venue/catering provider/etc. Costs will be paid to the contractor by CEPOL after the delivery of the services, at the final payment stage and upon presentation to and approval from CEPOL of all supporting documents demonstrating the nature of the services and the cost incurred. Supporting documents are considered to be vouchers, third-party invoices or similar documentation that demonstrate the nature and the cost of services incurred.

B.1.3.c. Booking of meeting venues and restaurants

When requested, the service provider shall arrange the booking of meeting venues, ancillary services (e.g. catering for participants) and self-standing bookings for restaurants and other locations. The process of requesting the services and confirmation of CEPOL's choice as described in the above points shall be applied by analogy.

For those services, costs will be paid to the contractor by CEPOL after the delivery of the services, at the final payment stage and upon presentation to and approval from CEPOL of all supporting documents demonstrating the nature of the services and the cost incurred. Supporting documents are considered to be vouchers, third-party invoices or similar documentation that demonstrate the nature and the cost of services incurred.

B.1.3.d. Providing local transportation services

Upon request the service provider shall book local transportation services (e.g. taxi, minibus, coach). The process of requesting the services and confirmation of CEPOL's choice as described in the above points shall be applied by analogy.

Upon request the service provider shall send information on the public means of transport and more specifically timetables of bus, metro and train available between airport and hotel; airport and meeting venue as well as between hotel and meeting venue.

For local transportation services the costs will be paid to the contractor by CEPOL after the delivery of the services, at the final payment stage and upon presentation to and approval from CEPOL of all supporting documents demonstrating the nature of the services and the cost incurred. Supporting documents are considered to be vouchers, third-party invoices or similar documentation that demonstrate the nature and the cost of services incurred.

B.1.4. OTHER REQUIREMENTS

B.1.4.a. Compliance with stipulated working hours

The service provider must be able to provide the aforementioned services, including the delivery all relevant documentation to CEPOL, during normal working hours (Monday to Friday 8:30 -16:00, CET), with the exception of CEPOL holidays.

CEPOL Public holidays may differ from national holidays. CEPOL will provide the list of its public holidays after signature of the contract and at the start of each year.

The service provider must be able to guarantee emergency assistance/hotline services 365 days per year, 7 days per week and 24 hours per day and the name(s) of (a) contact person(s) and telephone number(s) must be provided after the signature of the contract. Emergency assistance will include, but not be limited to, re-booking in case of strikes, national calamities, natural disasters and urgent changes.

The service provider must provide assistance to all travellers and inform them immediately of any changes, cancellations or problems with their travelling.

B.1.4.b. Cancellation

In case of cancellation by CEPOL, the service provider will endeavour to minimise any penalties to be incurred by CEPOL. Penalties attributable to a fault of the service provider will not be accepted.

B.1.4.c. Communication of interest to CEPOL

The service provider will inform CEPOL immediately of upcoming changes in scheduled travels, planned strikes, or other events which may affect travels of persons on mission.

The service provider must ensure that travellers are informed in due course of any delays, changes, cancellations or bad weather conditions, which will adversely affect the travelling schedule.

B.1.4.d. Personal data protection – Confidentiality of Information

The service provider must ensure that personal data to which they may get access during the implementation of the contract are protected.

The service provider is bound by standard confidentiality obligations. (See also Article II.8 of the Model Contract attached in **Annex I**).

B.1.4.e. Reporting on services

The contractor will be asked to submit overviews of the services provided to CEPOL at the end of each activity. Such statistics may include number and type of transactions ordered by CEPOL, number of hotel nights booked, compliance with set quality standards (see **Point B.1.4.m.**), etc. as well as expenditure under the contract.

B.1.4.f. Ordering process

Requests for services and delivery of services will be ensured either through exchange of emails between CEPOL and the service provider throughout the validity of the Framework Contract.

The service provider must provide at least three (if available) best possible options for each request for service.

The requests for services will be sent to the service provider by the authorised CEPOL staff members (as notified in advance).

Validation of the choice of travel option as described under **B.1.2** must be strictly adhered to. Any changes to booked travel will be authorised exclusively by the authorised CEPOL staff members. Failure to do so may be a reason for contract termination. During the validation the following assessment criteria will be applied:

- value for money
- quality of the itinerary of the chosen travel.

In case none of the proposed options are deemed suitable in terms of appropriateness, efficiency and cost-effectiveness (as described in **Chapter B.1.2.**, Rules to be adhered to) by the authorised CEPOL staff member a re-quote will be requested.

The request for services will indicate the travelling arrangements requested; e.g. as follows:

- Booking of accommodation;
- Booking of conference packages
- Booking of meeting venues and ancillary services;
- Booking of restaurants;
- Booking local transportation services;
- Information on public transport means; etc.

The service provider shall send all offers pertaining to one request in a single message. A request for services for which a confirmation was issued by CEPOL (as described above) is a “confirmed request for services” and is binding on both CEPOL and the contractor.

B.1.4.g. Invoicing

After completion of each activity, a detailed itemised report listing all services provided should be submitted to CEPOL for approval. Each item must specify as a minimum the following:

- CEPOL reference number (which is different for missions, local transportation, costs of conferences, etc)
- Name of the traveller
- Type of service (e.g. hotel accommodation, local transportation, conference facilities, etc)
- For accommodation:
 - Name of the hotel and city
 - Duration of stay in the hotel
 - Board type (bed only, bed & breakfast, half board, full board)
 - Hotel rate per night and total cost of stay (including city tax and other obligatory taxes)
- For restaurants/catering:
 - Name of provider
 - Date/s of service
 - Number of meals (split out over lunch/dinner per day)
 - Cost
- For conference/meeting venue:
 - Name of provider
 - Dates of service/s provided
 - List of services provided
 - Cost (including detailed costs per each service)
- For local transportation:
 - Name of provider
 - Date/s and type of service
 - Number of passengers
 - Cost (including detailed costs per each segment of transportation)
- Fees and VAT
 - service provider's transaction fee (must always be shown separately for each item)
 - Any VAT amounts on the service provider's services (if applicable) must be indicated separately.

For each item not quoted in euro, the conversion to euro shall be made in accordance with the second paragraph of Art. II.21.3 of the FWC.

The invoice shall be accompanied by the above-mentioned itemised report for the month in question, as approved by CEPOL.

Invoicing shall be done either in paper format or using the e-Invoicing module of e-PRIOR according to Article 1.6.3. of the Framework Contract. For more information on e-PRIOR please visit the following link: http://ec.europa.eu/isa/ready-to-use-solutions/open-e-prior_en.htm.

The payment will be done in accordance with the relevant provisions of the Model Contract (**Annex I**). In particular, the invoice shall specify the total amount due, the activity to which the invoice refers, the commitment number specified in the request for services and shall contain the Framework Contract reference number.

B.1.4.h. Transparency of third party suppliers cost – random audits

It is the clear intention of this procurement procedure that all potential contractors shall accept the payment model which is solely based on the transaction fees indicated in the financial proposal of the successful tenderer. CEPOL reserves the right at any time to request a copy of the financial arrangement or invoice between the third party provider of services and the contractor in order to verify that no extra margin has been added.

Following such a request by CEPOL, if it can be ascertained that an extra cost has been added by the contractor to the third party provider's quoted cost, CEPOL reserves the right to either reduce the amount of the invoice for that service by the total amount of the extra cost identified for each particular service provided by the third party or to request a credit note.

If such extra costs are identified in more than three occasions, this shall be considered as ground for termination by the contracting authority within the meaning of Art. II.18.1.(c) of the Model Contract (**Annex I**).

B.1.4.i. Meetings

In the need of meetings between CEPOL and the service provider they will be organised via webconferencing tools. The service provider shall delegate at least one representative with sufficient competence and authority to represent the service provider in these meetings.

B.1.4.j. Contract management and customer support

The service provider shall provide adequate staffing at his business premises who will be dedicated to the provision of services to CEPOL, so as to ensure compliance with the agreed response times and the quality of services during both low and high workload periods. The service provider shall be able to allocate additional staff during peak periods to ensure high quality of service.

The service provider shall also appoint a contract manager within its organisation, who will coordinate the provision of services to CEPOL, will act as a single point of contact with CEPOL, supervise and manage CEPOL's requests, respond to queries, assist CEPOL with both technical and administrative issues or in case of special requirements CEPOL may need.

In case the contract manager or one or more of the assigned contact persons of the dedicated customer care team becomes unavailable during the execution of the contract, the successful tenderer is requested to promptly inform CEPOL and take immediate action to ensure business continuity through the appointment of other staff members with at least the same level of skills and competencies as the originally appointed staff who could act as a backup and take over the assignment on a temporary or permanent basis with no impact on the activities.

B.1.4.k. Providing ad-hoc services upon quotation

In case the need for additional travel associated services arise, the successful tenderer will be informed accordingly and a relevant request for offer may be sent. The overall volume of ad-hoc services shall not exceed 20% of the Contract volume over its entire duration.

B.1.4.l. Quality standards

In case of deviations from the below mentioned quality standards, the following reductions in prices will apply, without prejudice to other reductions in price which may be imposed under Art. II.16. of the Model Contract (**Annex I**):

ID	Quality standard	Deviation	Reduction in price⁸	Monitoring system
1	Completeness and arithmetical correctness of monthly invoices	Maximum allowed 1 error per month	From the second error onwards, 50% of the fee corresponding to the incorrect items	CEPOL checks
2	Correctness of hotel reservations	No deviation allowed	In case of wrong reservations, the contractor will cover any additional cost	Monthly report provided by the contractor and CEPOL checks
3	Failure to provide hotel reservations within the deadline established in the relevant paragraphs of Chapter B.1.3.	No deviation allowed	50% of the corresponding fees	Monthly report provided by the contractor and CEPOL checks

⁸ Reductions will be applied to the service provider's service fees of the relevant monthly invoice/s.

4	Response time for requests for services	Within the deadlines established in the relevant paragraphs of Chapter B.1.3.	<p>Delay in the responses should not exceed 5% of the sample of requests otherwise a progressive cumulative penalty on the monthly fees for each 5% breach will be applied; i.e.:</p> <ul style="list-style-type: none"> - breach between 5% - 10% = penalty of 5% - breach between 11% - 15% = penalty of 10% - breach between 16% - 20% = penalty of 15% 	Monthly report on the basis of a sample ⁹ provided by the contractor and CEPOL checks
			The above-mentioned penalties will continue to increase following increments of 5% for each additional 5% breach. The relevant fees are those reported in the Financial Proposal Form (Annex III)	

CEPOL reserves the right to terminate the framework contract in case of non-conformity with two (2) or more criteria in each month for 3 consecutive months. This measure will be implemented without prejudice to any of CEPOL's other rights to terminate the contract, to claim damages and/or apply penalties in accordance with the provisions of the framework contract.

B.1.5. 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.

⁹ The sample to be used will be agreed with the successful tenderer during the kick-off meeting.

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 framework service contract with a single economic operator for the provision of the services specified in **Title B.1.** of the Tender Specifications.

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

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

Issuing requests for services and confirmations will be done in accordance with the process described in **Point B.1.4.f. Ordering process** of the Tender Specifications.

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 Form (**Annex III**).

Price revision

The prices indicated in the financial proposal shall be fixed and not subject to revision.

B.2.4. DURATION OF THE CONTRACT

The duration of the Framework Contract shall not exceed an initial fixed term of 16 (sixteen) months. The framework contract might be renewed up to one time for an additional period of 6 months.

Implementation of the framework contract may not start before the date on which the contract enters into force.

The specific contracts or order forms shall be signed before the framework contract expires.

The framework contract shall continue to apply to such specific contracts order forms after its expiry, but no later than 6 months.

B.2.5. VOLUME OF THE CONTRACT

The maximum volume of the contract (all payments to the contractor) over a maximum possible duration of 22 months is **240,000 Euro (excluding VAT)**.

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) (e) of Commission Delegated Regulation (EU) No 1268/2012 on the rules of application of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union, as last amended.

B.2.6. PAYMENT

The payment periods and formalities are described in Article I.6 of the attached Model Contract (see **Annex I**).

B.2.7. CONTRACT IMPLEMENTATION TIMETABLE

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

The estimated date for signature of the contract is September 2018.

Action	Timetable
Signature of the framework contract	Reference date
Initial meeting	Reference date + 1 week

B.3. THE CONTENT OF THE TECHNICAL PROPOSAL

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

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.**).

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).

The project and activities for which the services are provided are financed under the Instrument for Pre-Accession Assistance (IPA II) 2014-2020. In accordance with the Framework Agreements between IPA II beneficiary jurisdictions and the European Commission on arrangements for implementation of the Union's financial assistance all Union contractors, in this case CEPOL, shall be exempted from VAT for any service rendered and/or goods supplied and/or works executed under the Union contract.

Tenderers must therefore give prices which are exclusive of any taxes and duties. Where applicable, any amount of VAT must be indicated separately.

The VAT exemption is granted to the Union contractor by the governments of the IPA II jurisdictions, either through refunds upon presentation of documentary evidence or by direct exemption. For those jurisdictions where national legislation provides an exemption by means of reimbursement, the amount of VAT is to be shown separately. In case of doubt about the applicable VAT

system, it is the tenderer's responsibility to contact his or her national authorities to clarify the way in which CEPOL is exempt from VAT.

All invoices issued should indicate the title of the project Financial Investigation In-Service Training Programme Western Balkan 2017-2019 and the reference number of the grant agreement IPA/201/393-268.

- CEPOL will reject tenders where no financial offer is proposed.

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

B.5. ASSESSMENT OF TENDERERS AND TENDERS

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

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

B.6. ASSESSMENT OF TENDERERS: ELIGIBILITY AND CAPACITY

B.6.1. ELIGIBILITY OF THE TENDERER: EXCLUSION CRITERIA

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

Evidence to be provided:

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

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

- For situations described in (a), (c), (d) or (f), production of a recent extract from the judicial record is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the person showing that those requirements are satisfied.
- For the situation described in point (a) or (b), production of recent certificates issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security

contributions for which the person is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions. Where any document described above is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

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

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

B.6.2. CAPACITY OF THE TENDERER: SELECTION CRITERIA

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

B.6.2.1. ECONOMIC AND FINANCIAL CAPACITY

a) 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. The tenderer's average yearly turnover for each of the last three financial years for which accounts have been closed should be **at least 180,000 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.

The tenderer must have the technical and professional capacity to perform the contract, in accordance with the below criteria.

<u>Selection criteria (requirements)</u> <i><u>The tenderer must have the following minimum capacity to perform the contract</u></i>	<u>Specific Evidence Requested</u> <i><u>The following documents and information must be presented as evidence of compliance with the legal, regulatory, technical and professional capacity requirements</u></i>
<p>the tenderer must have a minimum experience of at least 3 years in providing similar services as those requested in this invitation to tender through at least 3 contracts of a comparable size and nature</p>	<ul style="list-style-type: none"> • a 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 this invitation to tender; • a presentation of at least 3 contracts successfully implemented in the past three years. The tenderer is requested to specify the following in regard of each contract: <ul style="list-style-type: none"> ○ Customer name and address¹⁰ ○ Contact name and telephone number ○ Contract reference and brief description of service undertaken ○ Total contract value <p>Name(s) of sub-contractors and/or consortium members and their role</p>

¹⁰ CEPOL may contact any of the above companies for a reference. Your permission to do so will be assumed unless you state any objections.

The tenderer must have the authorisations, technical resources and qualified staff necessary to provide services as requested in this invitation to tender. In particular the tenderer must:

<p>be adequately staffed for a smooth and efficient performance of the tasks required in this invitation to tender, i.e. have:</p> <ul style="list-style-type: none"> - at least one experienced and qualified contract manager dedicated to the implementation of the CEPOL contract and a backup. The contract manager and backup must have an excellent working knowledge of spoken and written English 	<ul style="list-style-type: none"> - the tender must provide a self declaration providing information about the available number of staff and the organisation of its business - the tenderer must confirm that amongst its staff there are two persons (the contract manager and backup) who fulfil the stated requirements
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The above-mentioned selection criteria remain applicable throughout the whole performance of the contract, i.e. the contractor must comply with these criteria at all times.

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

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

Selection criteria:

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

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

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

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

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

B.7.1. TECHNICAL EVALUATION

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

Summary of minimum (mandatory) requirements (see the Table provided in question no. 1 of Technical Proposal Form, **Annex II**):

- Booking of accommodation (hotel rooms) on various board basis (bed & breakfast, half-board, full-board)
- Booking of conference packages
- Booking of meeting facilities and ancillary services (e.g. catering for participants to the meetings)
- Booking of restaurants and/or meeting venues not linked to accommodation
- Booking of local transportation services
- Ability to provide to travellers emergency assistance / hotline services 365 days per year, 7 days per week and 24 hours per day
- Ability to allocate additional staff during peak periods
- Ability to settle bills directly with the travel service provider, hotel (accommodation and meals as well as city tax and other obligatory taxes), restaurant, venue provider, and local transport service provider
- Ability to comply with CEPOL normal working hours
- Ability to provide all services in English
- Ability to comply with the reporting on services as described in **Point B.1.4.e.**
- Ability to comply with the invoicing requirements as described in **Point B.1.4.g.**

Tenders are considered not to comply with the Tender Specifications and are therefore to be rejected if they:

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

- do not comply with applicable obligations under environmental, social and labour law established by Union law, national law and collective agreements or by the international environmental, social and labour law provisions listed in Annex X to Directive 2014/24/EU22.

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	Maximum score
<p>1. Quality of the contract implementation proposal, assessed on the basis of the following sub-criteria:</p> <ul style="list-style-type: none"> • Broad selection of hotels across WB region (max. 30 points) • Ability to provide competitive hotel rates (on different board basis) to CEPOL (please provide at least one example) (max. 15 points) • How the tenderer will guarantee 24 hours, 7 days a week assistance directly to travellers (max 5 points) <p><i>The assessment of this criterion will be done on the basis of the tenderer's replies to questions no. 2.1-2.3 of Technical Proposal Form (Annex II)</i></p>	50
<p>2. Contract implementation team, business continuity and data protection policy:</p> <ul style="list-style-type: none"> • Team size and composition, staffing plan to cope with peak times and resource back up plan (max 5 points) • Alert systems for travel disruptions and contingency plans (max 2 points) • Data protection policy that the tenderer has in place to ensure compliance with CEPOL requirements (max 3 points). <p><i>The assessment of this criterion will be done on the basis of the tenderer's replies to question no. 3.1-3.3 of Technical Proposal Form (Annex II)</i></p>	10

Criterion	Maximum score
<p>3. Quality and appropriateness of proposal for selected conference/meeting organisation and related accommodation proposals (see Title B.3. The content of the technical proposal), assessed on the basis of the following sub-criteria:</p> <ul style="list-style-type: none"> • Appropriateness of the proposed accommodations in relation to price, hotel category and proximity to meeting venues. (max. 15 points) • Appropriateness and quality of the proposed conference/meeting organisation (max. 20 points) <p><i>The assessment of this criterion will be done on the basis of the tenderer's replies to questions no. 4.1 – 4.2 of Technical Proposal Form (Annex II)</i></p>	35
<p>4. Environmental considerations</p> <p>Adoption of a suitable environmental policy and sustainable measures</p> <p><i>The assessment of this criterion will be done on the basis of the tenderer's replies to questions no. 5.1 of Technical Proposal Form (Annex II)</i></p>	5
TOTAL	100

Total technical score

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

Thresholds

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

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

B.7.2. FINANCIAL EVALUATION

The financial evaluation will be made on the basis of the **total annual cost of all transaction fees to CEPOL (price of the offer)**, calculated on the basis of the cost simulation scenario provided in **Annex III**, Financial Proposal Form. The cost simulation scenario follows the current and forecasted spending patterns of CEPOL on travel arrangement services.

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

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

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

B.7.3. AWARD OF THE CONTRACT

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

The final score will be calculated using the following formula:

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

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

B.8. TIMETABLE

Milestone	Deadline (*)	Notes
Launch	27 July 2018	Date of dispatch of the Contract Notice to OJEU
Publication	3 August 2018	Publication of the Contract Notice in the OJEU and of the procurement documents on CEPOL website
Deadline for sending requests for additional clarifications	27 August 2018	The modalities for sending requests for additional clarifications are specified in Title C.5 .

Milestone	Deadline (*)	Notes
Deadline for dispatching tenders	5 September 2018	The modalities for preparing and dispatching tenders are specified in Titles C.1., C.2., C.3. and C.4.
Deadline for registering at the public opening session	7 September 2018	The modalities for attending and registering for the public opening session are specified in Title D.1.
Public opening session	12 September 2018	The public opening session will take place at CEPOL's premises in Budapest, Hungary, located at the following address: Ó utca 27 1066 Budapest Hungary
First meeting of the evaluation committee	Within 1 week following the public opening session	Estimated
Notification of the outcome of the procurement procedure to the successful and unsuccessful tenderers	Within 1 week after the award decision is signed	
Signature of the contract	September 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. Information and documentation about the tenderer's eligibility and capacity including:
 - Original Declaration on Honour on Exclusion and Selection Criteria (see **Annex IV**) as specified in **Title B.6.**;
 - Duly filled in and signed Tender Form (see **Annex VI**);
3. Filled in Identification of the Tenderer (see **Annex V**);
4. Filled in Legal Entity Form (see **Annex VII**);
5. Filled in Financial Identification Form (see **Annex VIII**);
6. Checklist of documents which tenderers must submit (see **Annex IX**);
7. If applicable, information and documentation on members of consortia and subcontractors as specified in **Section E**.

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 nine months following the deadline for dispatching tenders.
- **CEPOL reserves the right to decline without further comment any proposal that does not accept its Model Contract.**

C.2. LANGUAGE OF YOUR TENDER

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

C.3. HOW TO PACKAGE YOUR TENDER?

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

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

<u>CEPOL PROCUREMENT</u>	
<u>TENDER – NOT TO BE OPENED BY CEPOL RECEPTION OR SECURITY STAFF</u>	
Tender Ref. No.	CEPOL/PR/OP/2018/003
Tender Title:	Services to Support CEPOL Project Activities in the Western Balkans
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.cepola.europa.eu/who-we-are/working-with-cepola/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 **Point 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 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 **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 **Chapter B.6.2.;**
- 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 specified in the award letter.

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

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

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

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

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

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

The successful tenderer shall acknowledge that the notification letter sent by CEPOL to inform him that CEPOL intends to award him the contract does not constitute the award of the contract itself. This will not be completed until the contract has been signed by the successful tenderer and CEPOL.

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

Capacity documentation (selection criteria)

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 for a conformity check of the selection criteria.

The documentary evidence, confirming the declaration on honour, will be specified in the award letter.

Please note that the signature of the contract between CEPOL and the successful tenderer will be conditional upon provision of the original certificates / documents from the successful tenderer.

LIST OF ANNEXES

Please see attached as separate documents the following annexes to the Tender Specifications:

- ANNEX I – MODEL CONTRACT
- ANNEX II – TECHNICAL PROPOSAL FORM
- ANNEX III – FINANCIAL PROPOSAL FORM
- ANNEX IV – DECLARATION BY THE TENDERER
- ANNEX V – IDENTIFICATION OF THE TENDERER
- ANNEX VI – TENDER FORM
- ANNEX VII – LEGAL ENTITY FORM
- ANNEX VIII – FINANCIAL IDENTIFICATION FORM
- ANNEX IX – CHECKLIST OF DOCUMENTS WHICH TENDERERS MUST SUBMIT