



**TENDER SPECIFICATIONS**

**Open Invitation to Tender**

**No. CEPOL/PR/OP/2018/002**

**Services to Support CEPOL Project Activities in Turkey**

**Contract notice published in OJEU on 25 July 2018**

**Reference OJEU 2018/S 141-322355**

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## SECTION A - INTRODUCTION

### A.1. SUMMARY

Contracting authority	European Union Agency for Law Enforcement Training (hereafter referred to as “CEPOL”).
Purpose	The purpose of this procurement procedure is for CEPOL to conclude with the successful tenderer a single framework contract for the provision of <b>hotel, catering and conference services</b> for CEPOL CT 2 project in Turkey.
Lots	This procurement procedure is <b>not</b> divided into lots.
Volume (maximum)	The maximum volume of the contract (all payments to the contractors) over a maximum possible duration of 27 months, but not later than 31 <sup>st</sup> December 2020, is estimated at <b>300,000 Euro (excluding VAT)</b> . CEPOL may at a later stage exercise the option to increase the maximum contract volume via negotiated procedures with the successful tenderer in accordance with Art. 134 (1) (e) of Commission Delegated Regulation (EU) No 1268/2012 <sup>1</sup> on the rules of application of Regulation (EU, Euratom) No 966/2012 <sup>2</sup> 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” in the Tender Specifications. A draft framework contract is included (see Annex I).
Duration of contract	27 months, but not later than 31 <sup>st</sup> December 2020.
Main place of performance of services	Turkey (mainly Ankara, Istanbul, Antalya and other cities for specific requests made on an ad-hoc basis)
Variants	Not permitted.
Joint offers	Permitted.
Subcontracting	Permitted. However, any intention to sub-contract must be clearly announced in the offer.

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

<sup>2</sup> 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 mandate<sup>3</sup>, 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

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<sup>3</sup> 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. Participation in this call for tenders is also exceptionally open to all natural and legal persons that are established in Turkey, without creating a precedent or obligation for the future, considering that the delivery of the services will take place in a non-EU country – i.e. Turkey.

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

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

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

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

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

## SECTION B - SPECIFIC INFORMATION ON THIS PROCUREMENT PROCEDURE

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

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

### B.1. TECHNICAL SPECIFICATIONS

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

The scope of this procurement procedure is to conclude a framework contract for services to support CEPOL during the implementation of the activities of the EU-MENA Counter-terrorism Training Partnership 2 project in Turkey.

#### **Service A: Organisation of project meetings such as workshops or seminars in Turkey**

Within the framework of the EU-MENA Counter-terrorism Training Partnership 2 project, CEPOL organizes a number of events in Turkey, such as training sessions, workshops, round-table events, conferences and other project events. These events are mainly organised for law enforcement officials coming from Turkey and from the EU member states, and, occasionally, from other countries in the MENA region.

Indicatively, the CEPOL meetings or events can range from a half-day meeting of 5-6 experts to a 3-5 day conference/workshop with up to 60 participants, requiring, for example, overnight accommodation, meeting facilities, interpretation, translation of working documents, etc. Most of the events take place in Ankara, Istanbul or Antalya, but they could also take place in other cities depending on venue availability and/or CEPOL's decision to organise them elsewhere. CEPOL events are organised in close cooperation with the Turkish National Police, the Turkish National Police Academy and the Delegation of the European Union to Turkey, therefore close coordination with these institutions may be requested during the whole organisation phase.

## **Service B: Event Interpretation and Translation of event-related technical documents**

CEPOL will require interpretation services throughout the majority of the meetings (English/Turkish/English). Qualified experienced interpreters and interpretation equipment for high quality interpretation will be requested. Interpretation equipment may include: interpretation booths, sound system, microphones, headsets and technician(s).

In preparation for the meetings, events or workshops, CEPOL may also require support in the area of translation of documents and working papers (English/Turkish/English) with technical specialised terminology (e.g. related to law enforcement training).

<p><b><i>B.1.2. DESCRIPTION OF THE SUBJECT OF THE CONTRACT AND GENERAL REQUIREMENTS</i></b></p>
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### **A. Activities of the Contractor related to Service A**

The Contractor shall efficiently organise project events in Turkey, and in all cases ensure that all logistics are organised to a high standard and in a timely manner to allow for smooth implementation of the activities. In the organisation of each meeting the Contractor will provide one or more of the below services covered by the Contractor's fixed fee per service per event (described in the financial proposal), according to the specific requests of the contracting authority.:

- a) Booking accommodation in Turkey for individuals
- b) Booking meals in hotels for individuals
- c) Booking a restaurant not linked to the accommodation
- d) Booking a meeting venue and ancillary services (conference packages)
- e) Booking catering services in designated venues
- f) Organising car(s) for local transportation (within capital city)
- g) Organising car(s) for transportation from airport to hotel and back
- h) Print outs and photocopies of conference material (black and white/colour)
- i) Name tag/badges for meetings
- j) Name holders/plates for meetings
- k) Settling bills for unexpected services

### **B. Activities of the Contractor related to Service B**

The Contractor will ensure and cover the cost of high quality event interpretation and translation of event documents and working papers with technical specialised terminology, as explained above (between English and Turkish languages). The requested services are listed below:

- a) Consecutive interpretation EN-TR-EN
- b) Simultaneous interpretation EN-TR-EN



- c) Translation of official documents EN-TR-EN related to meetings, events or workshops
- d) Technical equipment for simultaneous interpretation such as interpreting booth, microphones, headsets and other relevant material
- e) Additional microphones (wired or wireless)
- f) Technician to facilitate simultaneous interpretation

### ***B.1.3. SPECIFIC REQUIREMENTS TO THE SERVICES***

In case of activities related to services type A:

- a) the contractor will reply to the request for services sent by the Contracting Authority within 2 working days, providing at least two options for requested services considered as Services type A. The offer of the Contractor should include references to all reimbursable costs which will be included in the Financial Report by the Contractor (see section B.1.4.b). The Contracting Authority will indicate to the Contractor its choice within maximum 3 working days from the receipt of the detailed offer, by confirming the Request for Services or by sending an Order Form.
- b) The Contractor will provide a confirmation to the Contracting Authority for all the details regarding services requested at least 5 working days before the start of the activity. The minimum details regarding the services requested are considered as follows:
  - Name and address of hotel used for the accommodation of the participants, as well as accommodation vouchers
  - Name and address of the venue where the activity is organized (confirmation via voucher or other means)
  - Name and address of the venue used for meals or other social events, not linked to accommodation or to the venue where the activity is organized
  - List of vehicles (plate numbers, number of seats, models) available for the local transportation of the participants
  - Menu for the catering services provided in connection with the specific activity
- c) Due to the nature of the activities, the hotels, restaurants and meeting venues used will have to abide to high security and quality standards. Hotels will have to be rated 4 or 5 stars.

In case of activities related to services type B:

- a) Name and contact details of the interpreters and technical personnel, if applicable, shall be provided to the Contracting Authority at least 3 days before the beginning of the event
- b) the Contractor will provide the translation of the documents, before the first day of the event and within:
  - maximum 5 working days from the receipt of the documents to be translated for documents having 7,500 characters without spaces or less / PPT presentations having 10 slides or less.

- maximum 7 working days from the receipt of the documents to be translated for documents having 7,501 characters without spaces or more / PPT presentations having 11 slides or more
- c) In exceptional cases, when the documents are delivered less than 5 working days before the event, the deadline for delivery of translation will be ad hoc mutually agreed between the Contracting Authority and the Contractor.

#### **B.1.4. OTHER REQUIREMENTS**

##### **B.1.4.a. COMMUNICATION AND REPORTING**

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

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

The procedure of ordering services is as follows:

1. CEPOL will send a Request for Services with a specific reference number given by CEPOL (which has to be quoted in any communication regarding the specific event) for the assignment to the contractor together with a time schedule and any other relevant information (e.g. maximum budget available).
2. The contractor will present a detailed offer to CEPOL with a budget breakdown of the assignment based on the specific requirements included in the Request for Services and in line with the time limits drawn in section B.1.3 a.
3. The specific technical and financial offer (inclusive of all fees and reimbursable costs) presented by the contractor will be analysed by CEPOL and if necessary amendments will be requested in order to align the offers with the set requirements.
4. CEPOL will confirm the order in writing. Such confirmation can be given either via an Order Form or a written confirmation to the Request for Services by e-mail.
5. Following each event, the Contractor will provide CEPOL with a proforma invoice (financial report), including supporting documents demonstrating the nature of the services and the cost incurred for the reimbursable costs.
6. After the approval of the financial report by CEPOL, the Contractor will issue an invoice and send the original document to CEPOL.

##### **B.1.4.b. FINANCIAL REPORT**

The financial report will take the form of a clear list drafted in English of the amounts (in EUR) claimed by the contractor with the related supporting documents attached.

The financial report will be structured as follows:

## FIXED FEES

		PRICE ITEM	UNITARY FEE IN EURO	UNIT OF MEASURE	COEFFICIENT*	Total in EUR (VAT exclusive)	
FIXED FEES	Service type A	Booking accommodation in Turkey for individuals		Service/Event			
		Booking meals in hotels for individuals					
		Booking a restaurant not linked to the accommodation					
		Booking a meeting venue and ancillary services (conference packages)					
		Booking catering services in designated venues					
		Organising car(s) for local transportation (within capital city)					
		Organising car(s) for transportation from airport to hotel and back					
		Print outs and photocopies of conference material (black and white/colour)					
		Name tag/badges for meetings					
		Name holders/plates for meetings					
		Settling bills for unexpected services				1	
		TOTAL FIXED FEES SERVICE A					

\* The coefficient is different on the basis of the number of participants using the requested service per event (the contractor's staff or subcontractors are not included in the calculation of the number of participants). The coefficient will be applied to the unitary fee of the service.

The value of the coefficient is:

- 1 for services requested for 1-5 participants to the event
- 1.2 for services requested for 6-20 participants to the event
- 1.4 for services requested for 21 participants or more to the event

The value of the coefficient is '1' for the services "Settling bills for unexpected services", irrespective of the number of participants to the event.

		PRICE ITEM	UNIT OF MEASURE	UNITARY FEE IN EURO	QUANTITY	Total in EUR (VAT exclusive)
FIXED FEES	Service type B	Consecutive interpretation EN-TR-EN	Interpreter/day			
		Simultaneous interpretation EN-TR-EN	Interpreter/day			
		Translation of documents EN-TR-EN related to meetings, events or workshops	words			
			Ppt slide			
		Interpretation equipment and sound system: booth, microphones and headphones	Equipment/day – for events up to 2 days			
			Equipment/day – for events more than 2 days			
		Wired microphone	Microphone/ day			
		Wireless microphone	Microphone/ day			
Technical assistance (technician)	day					
TOTAL FIXED FEES SERVICE B						

## **REIMBURSABLE COSTS**

	COST ITEM (according to the confirmed Request for Services or Order Forms)	Supporting document (number, date)	Unitary fee	Currency	Inforeuro exchange rate <sup>4</sup>	Unitary fee in EUR	Unit of measure	Number of units	Total in EUR (VAT exclusive)
REIMBURSABLE COSTS	...								
	... (please add as many lines as needed)								
	TOTAL REIMBURSABLE COSTS								

The supporting documents will be indexed in the order presented in the financial report. Supporting documents are considered to be vouchers, invoices of third parties or similar documentation that demonstrate the nature and the cost of services incurred.

The Contractor will send via email to the Contracting Authority the Financial Report and all supporting documents within 30 days from the end date of each event. The Contracting Authority will check the content of the Financial Report and will provide its inputs to the Contractor within 15 working days of the receipt of the Financial Report. In case the Financial Report is rejected or clarifications are requested by the Contracting Authority, the Contractor will provide a revised version of the Financial Report within 5 working days from the receipt of the clarification request / letter of rejection from the Contracting Authority.

### **B.1.4.c. SERVICE MONITORING**

The Contractor shall ensure the constant monitoring, control and improvement of the quality of services in line with business standards and provide the necessary remedial measures in case of issues or complaints.

Upon request, briefing meetings will be organised online or onsite during project missions to Turkey, to discuss issues related to implemented and future assignments.

CEPOL will provide feedback mainly electronically following the end of each event delivered by the Contractor.

### **B.1.5. VARIANTS**

Variants are not permitted in this invitation to tender.

<sup>4</sup> The inforeuro exchange rate valid for the month when the financial report is submitted. This information is available here: [http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/inforeuro/index\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/index_en.cfm)

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

#### *B.1.6. DIVISION INTO LOTS*

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

### **B.2. CONTRACT**

#### *B.2.1. TYPE OF CONTRACT*

CEPOL wishes to conclude a 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.

Signature of the framework service contract imposes no obligation on CEPOL to purchase any minimum quantity of supplies. Only implementation of the framework contract through Order Forms or Request for Services is binding on CEPOL.

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

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

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

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

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

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

### **B.2.3. CONTRACT PRICES AND PRICE REVISION**

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

The price for the provision of the services will be comprised of:

- Fixed fees of the contractor depending on the type of service provided related to SERVICE A and to SERVICE B
- Reimbursable costs related to SERVICE A

The fixed fees shall be indexed with a **coefficient which differs on the basis of the number of participants attending the event and using the respective service** (the contractor's staff or subcontractors are not included in the calculation of the number of participants). The coefficient will be applied exclusively to the unitary fee of the SERVICES type A.

The value of the coefficient is:

- 1 for services requested for 1-5 participants to the event
- 1.2 for services requested for 6-20 participants to the event
- 1.4 for services requested for 21 or more participants to the event

The value of the coefficient is '1' for the services "Settling bills for unexpected services", irrespective of the number of participants to the event.

As a general rule, the Contractor will have to settle the costs directly with the hotel, restaurant, meeting venue and any other service provider, for Services type A. These costs, with the addition of the Contractor's fixed fee, will be reimbursed upon receipt of the invoice, in accordance with the provisions of the framework contract.

Please note the Contractor will be requested to quote hotels within the respective ceiling valid for Turkey which is 165 EUR<sup>5</sup>.

#### ***B.2.3.1. Fixed fees of the contractor***

##### **Calculation of contractor's fees for SERVICE A:**

**A fixed fee per event per service:** This fixed fee per event relates to one or more of the services listed under "A.I. Services included in the meeting package".

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<sup>5</sup> This ceiling is updated regularly by the European Commission and the contractor shall be informed when such updates occur.

For example: for a two-day meeting with 10 participants, accommodation for 4 people, meeting, and transportation will be booked by the Contractor and the fee will be calculated as:

<u>Nr. Crt.</u>	<u>Type of services</u>	<u>Number of participants using the service</u>	<u>Applicable coefficient</u>	<u>Fixed fee of contractor</u>	<u>Total cost per service</u>
<u>(0)</u>	<u>(1)</u>	<u>(2)</u>	<u>(3)</u>	<u>(4)</u>	<u>(5) = (3)*(4)</u>
1.	Booking accommodation in Turkey for individuals	4	1	... (according to Financial Offer)	€ 'fixed fee for Booking accommodation in Turkey for individuals' * 1
2.	Booking a meeting venue and ancillary services (conference packages)	10	1.2	... (according to Financial Offer)	€ 'fixed fee for Booking a meeting venue and ancillary services (conference packages)' * 1.2
3.	Organising car(s) for transportation from airport to hotel and back	4	1	... (according to Financial Offer)	€ 'fixed fee for Organising car(s) for transportation from airport to hotel and back' * 1
	<u>TOTAL COST to be invoiced for the event</u>	€ 'fixed fee for Booking accommodation in Turkey for individuals' * 1 ± € 'fixed fee for Booking a meeting venue and ancillary services (conference packages)' * 1.2 ± € 'fixed fee for Organising car(s) for transportation from airport to hotel and back' * 1			

### **Calculation of Contractor's fees for SERVICE B:**

A fixed fee of the above services, considering the unit value indicated in the financial proposal (see Annex III) and the quantities required in the Request for Service, will be paid to the Contractor.

#### ***B.2.3.2. Reimbursable costs of the contractor***

The reimbursable costs will be calculated **only in connection with Services type A.**

The budget proposal for the above-mentioned services will need to be presented for **approval** to CEPOL **in advance** for each event organised, if requested, in the related Request for Offer.

The **costs will be reimbursed 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.

The contractor will follow the principle of good financial management and ensure value for money, i.e. quality of service at the most advantageous price. For this reason, the Contractor may be requested to provide a selection of price quotes for one or all of the above-mentioned services as requested and if applicable.

### ***B.2.3.3. Price revision***

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

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

## ***B.2.4. DURATION OF THE CONTRACT***

The Framework Contract shall be concluded for a period of 27 months, but in any case its validity must not exceed 31 December 2020.

## ***B.2.5. VOLUME OF THE CONTRACT***

The maximum volume of the contract (all payments to the contractor) over a maximum possible duration of 27 months, but not later than 31 December 2020 is estimated at 300,000 Euro (excluding VAT).

As additional information, currently CEPOL is planning to organise at least 2 or 3 events per year in Turkey, inviting 20-50 participants per event. Smaller meetings of 1-5 people may occur more frequently between those events.

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.

## ***B.2.6. PAYMENT***

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

The Contractor shall issue one invoice for each confirmed Request for Services or Order Forms. The invoice shall be issued by the Contractor only after the approval of the corresponding Financial Report by the Contracting Authority.



### **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 October 2018.

After the signature of the contract, an initial videoconference meeting will be held with representatives of both parties, in order to settle all the details of the contract performance.

A performance review videoconference meeting with regards to the framework contract will be held annually.

<b>Action</b>	<b>Timetable</b>
Signature of the framework contract	Reference date
Initial meeting	Reference date + 1 week
Framework contract performance review meetings	Once per year (date to be mutually agreed by the parties)

### **B.3. THE CONTENT OF THE TECHNICAL PROPOSAL**

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

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

### **B.4. THE CONTENT OF THE FINANCIAL PROPOSAL**

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

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

#### **NOTES FOR THE FINANCIAL PROPOSAL**

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

principle this exemption does not apply, unless the applicable tax laws foresee an exemption when working with a body of the European Union. For this reason, tenderers are requested to provide the price exempt of taxes and the related amount for taxes. Please note that for the purpose of the evaluation the total price including taxes will be considered, when the exemption does not apply. For tenderers to whom the exemption applies, the contractor shall be the sole responsible for completing the necessary formalities with the relevant authorities to ensure that the services required for implementation of the FWC are exempt from taxes and duties, including VAT.

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

## **B.5. ASSESSMENT OF TENDERERS AND TENDERS**

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

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

## **B.6. ASSESSMENT OF TENDERERS: ELIGIBILITY AND CAPACITY**

### ***B.6.1. ELIGIBILITY OF THE TENDERER: EXCLUSION CRITERIA***

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

Evidence to be provided:

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

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

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

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

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

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

## ***B.6.2. CAPACITY OF THE TENDERER: SELECTION CRITERIA***

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

### **B.6.2.1. ECONOMIC AND FINANCIAL CAPACITY**

#### Selection criteria

The tenderer must prove that he is in a stable financial position and he has the financial capacity to provide the required services. The tenderer's average yearly turnover for each of the last three financial years for which accounts have been closed should be **at least 200,000 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.

<p><b><u>Selection criteria (requirements)</u></b></p> <p><i><u>The tenderer must have the following minimum capacity to perform the contract</u></i></p>	<p><b><u>Specific Evidence Requested</u></b></p> <p><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>
<p><b>Previous experience in the last 3 years</b> in providing similar services as those requested in this invitation to tender (as described in sections B.1.1 and B.1.2), <b>through at least 2 contracts with a minimum cumulated value of 100,000 EUR</b></p>	<ul style="list-style-type: none"> <li>- a brief history of the economic operator, including length of time in business, overall size and description of activities</li> <li>- a presentation of at least 2 contracts for similar services 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"> <li>- Customer name and address</li> <li>- Contact name and telephone number</li> <li>- Contract reference and brief description of service undertaken<sup>6</sup></li> <li>- Total contract value</li> <li>- Duration of the contract and period of implementation</li> <li>- Name(s) of sub-contractors and/or consortium members and their role</li> </ul> </li> </ul>
<p>Be adequately staffed for a smooth and efficient performance of the tasks required in this invitation to tender. For the implementation of the activities <b>the contactor shall have among its staff</b></p>	<p>Self declaration of the tenderer regarding:</p> <ul style="list-style-type: none"> <li>- the average number of staff in the last 3 years (fulltime equivalent) – 2015, 2016, 2017</li> </ul>

<sup>6</sup> CEPOL may contact any of the above companies for a reference. Your permission to do so will be assumed unless you state any objections.

<p><b><u>Selection criteria (requirements)</u></b></p> <p><i>The tenderer must have the following minimum capacity to perform the contract</i></p>	<p><b><u>Specific Evidence Requested</u></b></p> <p><i>The following documents and information must be presented as evidence of compliance with the legal, regulatory, technical and professional capacity requirements</i></p>
<p><b>members at least 2 persons who fulfill the conditions listed below:</b></p> <ul style="list-style-type: none"> <li>• currently hired on a <b>full-time basis</b></li> <li>• with previous <b>relevant experience</b> in managing and/or implementing similar contracts for services as those requested in this invitation to tender (as described in sections B.1.1 and B.1.2)</li> <li>• with <b>excellent working knowledge of spoken and written English</b></li> </ul>	<ul style="list-style-type: none"> <li>- the current number of staff hired (fulltime equivalent) – registered in July 2018</li> <li>- the number of staff with relevant previous experience and the average number of years of experience of the respective staff members</li> <li>- the number of staff with excellent working knowledge of spoken and written English</li> <li>- the confirmation that the contractor has among its staff members at least 2 persons who fulfill the requested conditions</li> </ul>

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):

- **Minimum (mandatory) requirements related to Service type A** – ability to provide the following services:
  - a) Booking accommodation in Turkey for individuals
  - b) Booking meals in hotels for individuals
  - c) Booking a restaurant not linked to the accommodation
  - d) Booking a meeting venue and ancillary services (conference packages)
  - e) Booking catering services in designated venues
  - f) Organising car(s) for local transportation (within capital city)
  - g) Organising car(s) for transportation from airport to hotel and back
  - h) Providing print outs and photocopies of conference material (black and white/colour)
  - i) Providing name tags/badges for meetings
  - j) Providing name holders/plates for meetings
  - k) Settling bills for unexpected services

**Minimum (mandatory) requirements related to Service type B** – ability to provide the following services:

- a) Consecutive interpretation EN-TR-EN
- b) Simultaneous interpretation EN-TR-EN
- c) Translation of official documents EN-TR-EN related to meetings, events or workshops

- d) Technical equipment for simultaneous interpretation such as interpreting booth, microphones, headsets and other relevant material
- e) Additional microphones (wired or wireless)
- f) Technician to facilitate simultaneous interpretation

**Minimum (mandatory) requirements related to both types of Services:**

- a) Ability to ensure all communication in English
- b) Ability to comply with the reporting on services as described in **section B.1.4.b**
- c) Ability to comply with the invoicing requirements as described in **section B.2.6**

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/EU<sup>7</sup>.

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><b>1. Quality of services:</b></p> <ul style="list-style-type: none"> <li>• Quality of the arrangements for ensuring administrative, technical and logistical support before and during the event (max. 15 points)</li> <li>• Quality of the facilities proposed for meetings and accommodation of participants (max. 10 points);</li> </ul>	60

<sup>7</sup> Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC, OJ L 94/65, 28.3.2014, p.65.

Criterion	Maximum score
<ul style="list-style-type: none"> <li>• Quality of the arrangements for meals and catering for participants (max. 10 points);</li> <li>• Quality of the local transportation services (max. 10 points);</li> <li>• Quality of interpretation services and relevant technical equipment, and timely delivery of translation services of documents and working papers (max. 15 points).</li> </ul> <p><i>The assessment of this criterion will be done on the basis of the tenderer's replies to questions no. 2.1-2.5 of Technical Proposal Form (Annex II)</i></p>	
<p><b>2. Cancellation policy, communication, reporting and service monitoring, data protection policy:</b></p> <ul style="list-style-type: none"> <li>• Cancellation policy for participants (max. 4 points);</li> <li>• Quality of the communication system (max. 4 points);</li> <li>• Quality of the reporting (max. 4 points);</li> <li>• Quality of the service monitoring (max. 4 points);</li> <li>• Quality of the data protection policy (max. 4 points).</li> </ul> <p><i>The assessment of this criterion will be done on the basis of the tenderer's replies to questions no. 3.1 – 3.5 of Technical Proposal Form (Annex II)</i></p>	20
<p><b>3. Contract implementation team:</b></p> <ul style="list-style-type: none"> <li>• Team size and composition and resource back up plan.</li> </ul> <p><i>The assessment of this criterion will be done on the basis of the tenderer's replies to question no. 4.1 of Technical Proposal Form (Annex II)</i></p>	15
<p><b>4. Quality of additional environmental considerations</b></p> <p>Adoption of a suitable environmental policy and sustainable measures, including, but not limited to the following aspect:</p> <ul style="list-style-type: none"> <li>• the use of recycled materials or materials coming from responsible sources (max. 2 points);</li> <li>• minimise the use of polluting materials in favour of reusable or recyclable materials (max. 1 points);</li> <li>• the selection of subcontractors respecting the same principles (max. 1 points);</li> <li>• provide digital information packs and virtual files (max. 1 points).</li> </ul> <p><i>The assessment of this criterion will be done on the basis of the tenderer's replies to question no. 5.1 of Technical Proposal Form (Annex II)</i></p>	5
<b>TOTAL</b>	<b>100</b>



### **Total technical score**

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

### **Thresholds**

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

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

### ***B.7.2. FINANCIAL EVALUATION***

The financial evaluation will be made on the basis of the **total cost of the financial evaluation (price of the offer)**, calculated on the basis of the cost simulation scenario provided in Annex III – Financial Proposal Form. The cost simulation scenario follows the forecasted spending patterns of CEPOL for the organization of activities in Turkey within the scope of CT2 MENA project.

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	18 July 2018	Date of dispatch of the Contract Notice to OJEU
Publication	25 July 2018	Publication of the Contract Notice in the OJEU and of the procurement documents on CEPOL website
Deadline for sending requests for additional clarifications	17 August 2018	The modalities for sending requests for additional clarifications are specified in <b>Title C.5</b> .
Deadline for dispatching tenders	27 August 2018	The modalities for preparing and dispatching tenders are specified in <b>Titles C.1, C.2, C.3 and C.4</b> .
Deadline for registering at the public opening session	28 August 2018	The modalities for attending and registering for the public opening session are specified in <b>Title D.1</b> .
Public opening session	3 September 2018, Local time 13:30	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	October 2018	Estimated

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

## SECTION C - INSTRUCTIONS ON HOW TO TENDER

### C.1. CONTENTS OF YOUR TENDER

The tenders shall consist of the following three elements:

#### **Envelope A: Administrative documentation**

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

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

#### **Envelope B: Technical Proposal**

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

#### **Envelope C: Financial Proposal**

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



## C.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](mailto: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](mailto:tenders@cepol.europa.eu).

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

#### **C.5.1.2. AMENDMENT OF THE TENDER SPECIFICATIONS**

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

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

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

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

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

### ***C.5.2. AFTER THE DEADLINE FOR DISPATCHING TENDERS***

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

## SECTION D - HOW WILL TENDERS BE EVALUATED

### D.1. PUBLIC OPENING SESSION

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

#### D.1.1. FORMAL OPENING REQUIREMENTS

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

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

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

#### D.1.2. MODALITIES TO ATTEND THE PUBLIC OPENING SESSION

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

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

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

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

### D.2. TENDER EVALUATION SESSION

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

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

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

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

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



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

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

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

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

### E.1. JOINT OFFERS SUBMITTED BY CONSORTIA

#### E.1.1. INTRODUCTION

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

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

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

#### E.1.2. DOCUMENTATION / INFORMATION TO BE PROVIDED

Each member of the consortium must provide the following documentation:

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

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

### **E.1.3. EVALUATION**

Joint offers submitted by consortia will be assessed as follows:

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

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

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

are incompatible with the principle of joint and several liability.

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

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

### **E.1.4. CONTRACT IMPLEMENTATION**

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

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

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

## E.2. SUBCONTRACTING

### E.2.1. INTRODUCTION

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

### E.2.2. DOCUMENTATION / INFORMATION TO BE PROVIDED

The tenderer shall:

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

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

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

### E.2.3. EVALUATION

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

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

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

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

#### ***E.2.4. CONTRACT IMPLEMENTATION***

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

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

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

### Eligibility documentation (exclusion criteria)

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

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

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

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

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

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

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

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

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



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

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

**Capacity documentation (selection criteria)**

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

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

## **LIST OF ANNEXES**

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

ANNEX I – MODEL CONTRACT

ANNEX II – TECHNICAL PROPOSAL FORM

ANNEX III – FINANCIAL PROPOSAL FORM

ANNEX IV – DECLARATION BY THE TENDERER

ANNEX V – IDENTIFICATION OF THE TENDERER

ANNEX VI – TENDER FORM

ANNEX VII – LEGAL ENTITY FORM

ANNEX VIII – FINANCIAL IDENTIFICATION FORM

ANNEX IX – CHECKLIST OF DOCUMENTS WHICH TENDERERS MUST SUBMIT