

TENDER SPECIFICATIONS

Negotiated Procurement Procedure

No. CEPOL-PR/NG/2015/007

Rebranding of CEPOL

TABLE OF CONTENT

SECTION A – INTRODUCTION	3
A.1. SUMMARY	3
A.2. WHAT IS CEPOL?	3
A.3. WHAT IS PROCUREMENT?	4
A.4. CONFIDENTIALITY & PUBLIC ACCESS TO DOCUMENTS	4
A.5. CAN A CONSORTIUM SUBMIT A TENDER? IS SUBCONTRACTING ALLOWED? .	5
SECTION B – SPECIFIC INFORMATION ON THIS PROCUREMENT PROCEDURE	5
B.1. TECHNICAL SPECIFICATIONS	5
B.1.1. OBJECTIVE OF THIS INVITATION TO TENDER	5
B.1.2. BACKGROUND INFORMATION	5
B.1.3. DESCRIPTION OF THE SERVICES REQUIRED	6
B.1.4. VARIANTS	9
B.1.5. DIVISION INTO LOTS	9
B.2. CONTRACT	10
B.2.1. TYPE OF CONTRACT	10
B.2.2. MODEL CONTRACT AND ACCEPTANCE OF THE TERMS AND CONDITIONS	10
B.2.3. CONTRACT PRICES AND PRICE REVISION	10
B.2.4. DURATION OF THE CONTRACT	10
B.2.5. VOLUME OF THE CONTRACT	11
B.2.6. PAYMENT	11
B.3. THE CONTENT OF THE TECHNICAL PROPOSAL	11
B.4. THE CONTENT OF THE FINANCIAL PROPOSAL	11
B.5. ASSESSMENT OF TENDERERS AND TENDERS	12
B.6. ASSESSMENT OF TENDERERS: ELIGIBILITY AND CAPACITY	12
B.6.1. ELIGIBILITY OF THE TENDERER: EXCLUSION CRITERIA	12
B.6.2. CAPACITY OF THE TENDERER: SELECTION CRITERIA	13

B.7. ASSESMENT OF THE TENDERS: EVALUATION OF THE AWARD CRITERIA.....	13
B.7.1 TECHNICAL EVALUATION	14
B.7.2. FINANCIAL EVALUATION	15
B.7.3. AWARD OF THE CONTRACT	15
B.8. TIMETABLE.....	16
SECTION C – INSTRUCTIONS ON HOW TO TENDER.....	16
C.1. CONTENTS OF YOUR TENDER	16
C.1.1. IMPORTANT NOTE.....	17
C.2. LANGUAGE OF YOUR TENDER	17
C.3. HOW TO PACKAGE YOUR TENDER?	18
C.4. HOW TO DISPATCH YOUR TENDER?	18
C.4.1. IMPORTANT NOTE: PROOF OF DISPATCH	19
C.5. CONTACTS BETWEEN CEPOL AND TENDERERS	19
C.5.1. BEFORE THE DEADLINE FOR DISPATCHING TENDERS	19
C.5.2. AFTER THE DEADLINE FOR DISPATCHING TENDERS	20
SECTION D – HOW WILL TENDERS BE EVALUATED?	21
D.1. TENDER EVALUATION SESSION	21
SECTION E – JOINT OFFERS SUBMITTED BY CONSORTIA AND SUBCONTRACTING: TERMS AND CONDITIONS.....	21
E.1. JOINT OFFERS SUBMITTED BY CONSORTIA	22
E.2. SUBCONTRACTING	22
E.2.1. INTRODUCTION	22
E.2.2. DOCUMENTATION / INFORMATION TO BE PROVIDED	22
E.2.3. EVALUATION.....	22
E.2.4. CONTRACT IMPLEMENTATION.....	23
LIST OF ANNEXES	23

SECTION A – INTRODUCTION

A.1. SUMMARY

Contracting authority	European Police College (hereafter referred to as CEPOL).
Purpose	The objective of this invitation to tender is to award a service contract to the successful tenderer who will carry out the rebranding of CEPOL in line with its upcoming new legal mandate.
Lots	n/a
Volume (maximum)	€40,000
Contracts	Direct service contract
Duration of contract	6 months
Main place of performance of services	From the contractor's premises
Variants	n/a
Subcontracting	Permitted. However, any intention to sub-contract must be clearly announced in the offer.

A.2. WHAT IS CEPOL?

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

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

The current seat of the Agency is Budapest, Hungary.

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

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

A.3. WHAT IS PROCUREMENT?

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

The purpose is:

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

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

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

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

CEPOL procurement is governed by the Regulation (EU, EURATOM) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002 and Commission Delegated Regulation (EU) No 1268/2012 of 29 October 2012 on the rules of application of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union.

A.4. CONFIDENTIALITY & PUBLIC ACCESS TO DOCUMENTS

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

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

A.5. CAN A CONSORTIUM SUBMIT A TENDER? IS SUBCONTRACTING ALLOWED?

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

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

SECTION B – SPECIFIC INFORMATION ON THIS PROCUREMENT PROCEDURE

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

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

B.1. TECHNICAL SPECIFICATIONS

B.1.1. OBJECTIVE OF THIS INVITATION TO TENDER

The objective of this invitation to tender is to award a service contract to the successful tenderer who will carry out the rebranding of CEPOL in line with its upcoming new legal mandate.

B.1.2. BACKGROUND INFORMATION

The new legal mandate for CEPOL will include several major changes , amongst which:

- extension of target audience;
- increased responsibilities;
- new name for the organisation.

These changes will impact CEPOL's core business, outreach and image. Their implementation need to be prepared in advance before the enforcement of the new legal mandate planned for 1 January 2016.

In this context CEPOL needs to undergo a rebranding exercise.

A brand identity, name, and logo is an organisation's public face. A successful rebranding involves overhauling an organisation's goals, message, and culture -- not just changing a name or a logo. The rebranding process must be viewed as an investment – it's the design of the organisation that will impact grandly the organisation's core business.

B.1.3. DESCRIPTION OF THE SERVICES REQUIRED

Description of the contract

The realization of the contract will be divided into 4 stages:

- Stage 1: Research and analysis of CEPOL's image, outreach, audience and prospects;
- Stage 2: Corporate Identity development (including logo and layout development);
- Stage 3: Variants of CEPOL's layouting schemes (for branded merchandise, Website, publications, etc.);
- Stage 4: Compilation and design of CEPOL's Corporate Identity Manual.

The outcome of each stage has a direct impact on the tasks and deliverables to be realized in the following stage.

Milestones:

- Contract signature - estimated by end of June 2015
- Kick off meeting – first half of July 2015
- Q3 2015: Drafting, conducting and analysing surveys – Mid July to Mid September 2015
- Q3 2015: Decision on elements to rebrand – Mid September 2015
- Q3 – Q4 2015: Development of new graphic line (i.e. Corporate Identity) – October – November 2015
- Q4 2015: Implementation of graphic line (redesign of the Website, of publications and branded merchandise, etc.) – December 2015
- 1 January 2016: Launch of CEPOL's new graphic identity.

Description of the assignment

Global objective

The objective of this project is to update the already existing CEPOL Corporate Identity, to prepare for the change of name of the organization and for the new responsibilities deriving from the new legal mandate that will be enforced in January 2016. The aim is to allow the agency to build and maintain a consistent corporate image, where internal and external communications procedures are standardized according to a frame of rules on which to rely on.

Specific objective (s)

The object of the contract is:

- To develop a new Corporate Identity for CEPOL and ensure its new target audience is reflected in the new design;
- To explore possible upgrades of CEPOL logo and to propose variants of layout schemes for publications and documents, in order to improve aesthetic quality and user-friendliness, and simplify technical requirements;
- Create Corporate Identity Manual.

Stage 1: Research and analysis of CEPOL's image, outreach, audience and prospects.

Conduct SWOT/market analysis of CEPOL's corporate image. CEPOL is an agency whose work depends on a network of professionals (National Contact Points, Governing Board members, training institutions, universities etc.). Hence, the network will have to be consulted at this analytical stage. This is the main audience to study.

- 1 Find out what are the current strengths and weaknesses of CEPOL's image.
- 2 Assess what opportunities and threats a change of name and mandate for the organisation entails.
- 3 Analyse trends, values, tastes and needs of target audience.
- 4 Analyse in-depth who CEPOL is as an organisation and what defines CEPOL.
- 5 Linking the needs of the target audience with the characteristics that defines CEPOL.
- 6 Answer the following questions:
 - What is the current state of play for CEPOL's image, audience, reputation, etc.?
 - How do stakeholders perceive CEPOL?
 - How do they identify the organisation?
 - What are the risks of a change of name and what could be the mitigating strategies?
 - How to increase outreach?
 - How to reach wider audience?
 - How to improve CEPOL's image and reputation? (i.e. make the organisation more known)
 - What is the current status of CEPOL amongst JHA agencies? How to improve CEPOL's position amongst JHA agencies?

Deliverables: CEPOL's image analysis booklet (point 1.1 of Annex X).

The results of the study (Stage I) will determine if CEPOL will undergo complete (Option I) or partial (Option II) rebranding. The subsequent scope of work of the Contractor shall depend on this decision. These two possible paths are illustrated in Annex X (List of deliverables) as OPTION I and OPTION II.

The contractor is required to provide pricing for both options – please see Annex III – Financial Proposal Form.

Stage 2: Corporate Identity development

This stage will be divided in two steps: 2.1) Exploring logo updates and potential redesign; 2.2) Layout development.

The tasks required in step 2.1 are the following:

- The Contractor shall prepare 3 variants of the CEPOL logo, taking into account technical application issues and readability / performance of the logo when used in different media, objects, surfaces and contexts.
- After completion of this task at this stage CEPOL shall take the decision concerning re-design of the logo or **CEPOL might choose to stay with the original logo, altering only the actual name of the agency.**

CEPOL is an agency whose work depends on a network of professionals (National Contact Points, Governing Board members, training institutions, universities etc.). As CEPOL's main target audience, the network will have to be consulted at this stage by the Contractor with support from CEPOL. The Contractor will prepare the logo variant proposals based on the input from CEPOL's network. **The development of new logo design is not legally binding for CEPOL and does not constitute an obligation for CEPOL to change its current logo.** These are just proposals created to be presented to CEPOL management and Governing Board for discussion and potential approval.

The tasks required in step 2.2 are the following:

- Regardless of which logo option (minimum update of the logo –change of the name of the agency- or redesign) is selected, the Contractor shall set the guidelines of the usage of the logo (construction, placement and safe-space, color, description, monochrome and black versions of the logo; color rules with different backgrounds and shades; dos and don'ts).
- Regardless of which logo option is selected, the Contractor shall propose 3 variants of CEPOL layouting schemes, defining colours, graphic layout elements and typography. To illustrate the layouting schemes, the Contractor will present the following examples of appliance for each scheme:
 - Letterhead paper;
 - Title page of print newsletter;
 - Conference roll-up;
 - Title page of Annual report;
 - Web homepage.

Stage 3: Variants of CEPOL's layouting schemes (for branded merchandise, Website, publications, etc.)

The tasks required in the fourth stage are the following:

- The Contractor shall provide, according to the selected layouting scheme:
 - o Colour palette guidelines for print (Pantone, RAL and CMYK), web (web-safe colours) and video (RGB).

- Typefaces for printed and electronic projects, with guidelines for their usage.
 - Graphic elements and miscellanea used in layouts and templates (guidelines for construction and appliance).
 - Set of 5 patterns to be applied on different materials and surfaces.
- The Contractor shall prepare 3 proposals for each of the requested items, listed in Annex X.

Stage 4: Compilation and design of CEPOL's Corporate Identity Manual

The tasks required in the fifth stage are the following:

- The Contractor shall prepare the CEPOL Corporate Image Manual, compiling all the guidelines of use, related files and documents.
- The Contractor shall deliver 10 printed originals of the CEPOL Corporate Image Manual, and 20 electronic copies (DVD).

Schedule of meetings

Meetings needs for the project are the following:

- One kick off meeting face-to-face in CEPOL's premises in Budapest.
- One meeting with Governing Board at CEPOL headquarters in Budapest, in November 2015 to present the project.
- Up to three additional face-to-face meeting in CEPOL's premises in Budapest.
- Regular online meetings with CEPOL project manager (weekly or bimonthly, at the request of CEPOL).

All costs related to contractor's travel to the place of the meeting (including travel, accommodation, subsistence costs, etc.) shall be bourne by the contractor and thus shall be included in the financial proposal.

B.1.4. VARIANTS

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

Variants are not permitted in this invitation to tender.

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

B.1.5. 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 direct contract for the provision of the services specified in the Section B.1 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

The contract shall indicate the maximum price, which corresponds to the complete rebranding (Option I) as quoted in the contractor's financial proposal. However CEPOL shall only pay the price corresponding to the rebranding option actually chosen, in accordance with the price of the option as quoted in the contractor's financial proposal.

Fixed prices

Once the contract has entered into force, the prices indicated in the financial proposal of the successful tenderer shall be fixed and shall not be subject to revision for the contract duration.

B.2.4. DURATION OF THE CONTRACT

The maximum duration for the execution of all the tasks shall not exceed 6 months.

B.2.5. VOLUME OF THE CONTRACT

The maximum value of this contract shall not exceed €40,000. Any offer exceeding €40,000 shall be rejected.

B.2.6 PAYMENT

The payment shall be done once the contractor has fulfilled all his obligations in accordance with the contract and CEPOL has accepted all the deliverables.

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

B.3. THE CONTENT OF THE TECHNICAL PROPOSAL

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

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

B.4. THE CONTENT OF THE FINANCIAL PROPOSAL

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

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

NOTES FOR THE FINANCIAL PROPOSAL

- The tenderers must offer prices for Option I (complete rebranding) and Option II (partial rebranding);
- The offered 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 all materials and labour, cost of trademark rights acquisitions (if applicable), contract management costs, travel, accommodation and subsistence costs etc.).
- All prices must be quoted in Euro (EUR)
- All prices must be free of all duties, taxes and other charges (including VAT), as CEPOL is, as a rule, exempt from all taxes and duties, and in certain circumstances is entitled to a refund for indirect tax incurred such as value added tax (VAT), pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union. Tenderers must therefore give prices which are exclusive of any taxes and duties. Where applicable, any amount of VAT must be indicated separately.

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

B.5. ASSESSMENT OF TENDERERS AND TENDERS

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

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

B.6. ASSESSMENT OF TENDERERS: ELIGIBILITY AND CAPACITY

B.6.1. ELIGIBILITY OF THE TENDERER: EXCLUSION CRITERIA

Tenderers shall be excluded from participation in this procurement procedure if:

- a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) they or persons having powers of representation, decision making or control over them have been convicted of an offence concerning their professional conduct by a judgment of a competent authority of a Member State which has the force of res judicata;
- c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify including by decisions of the EIB and international organisations;
- d) they are not in compliance with their obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- e) they or persons having powers of representation, decision making or control over them have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity, where such illegal activity is detrimental to the Union's financial interests;

- f) they are subject to an administrative penalty referred to in Article 109(1) of the Financial Regulation (Regulation (EU, EURATOM) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002).

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

- are subject to a conflict of interests;
- are guilty of misrepresenting the information required by the contracting authority as a condition of participation in the procurement procedure or fail to supply that information;
- find themselves in one of the situations of exclusion, referred to in Article 106(1) of the Financial Regulation (Regulation (EU, EURATOM) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002), for the procurement procedure.

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

Evidence to be provided:

The tenderers shall provide - in original - a declaration on honour drawn up according to the template found in **Annex IV**, dated and duly signed by the legal representative of the tenderer.

B.6.2. CAPACITY OF THE TENDERER: SELECTION CRITERIA

The tenderer must have the overall capabilities (technical / professional, economic / financial, legal) to perform the contract.

Proof of the financial, economic, technical and professional capacity is not required for this call for tenders.

B.7. ASSESMENT 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 be first checked for compliance with the minimum (mandatory) requirements mentioned in the Section B.1. Only tenders which meet the minimum requirements will be considered for further technical evaluation against specific criteria.

The technical evaluation will be carried out by establishing an overall technical score for each tender, which takes into account the individual scores for the following specific criteria:

Criterion	Maximum obtainable points
Quality of the proposed approach, organisation and method to carry out to the research and analysis of CEPOL's corporate image (tasks under Stage 1)	30
Quality of the proposal for the execution of the tasks of the Stages 2 and 3, evaluated on the basis of the following sub-criteria: - Quality of the proposal for logo development or update (up to 20 points) - Quality of the proposal for layout development (up to 20 points)	40
Quality of the proposal for the development of CEPOL's corporate identity manual (Stage 4)	10
Quality of the proposed team (description of the composition of the team and the roles and responsibilities of the team members in respect to the services to be delivered, availability assurance of key personnel).	10
Delivery time for all tasks, evaluated as follows: - A delivery for all tasks within 5 months will score 5 points - A delivery for all tasks within 4 months will score 10 points	10
TOTAL	100

Points will be allocated according to the following system (except for the criterion "Delivery time"):

Points awarded ¹	Definition
0%	No evidence / total failure: The tender totally fails to address the criterion under examination, or cannot be assessed due to missing evidence.
20%	Very poor: The criterion under examination is addressed in an incomplete and unsatisfactory manner; serious concerns.

¹ 100% equals the maximum number of points achievable per question

40%	Poor: The criterion under examination is partly addressed but with a few major gaps or issues.
60%	Satisfactory: The criterion under examination is generally addressed with only a few minor issues (up to 3 minor issues).
70%	Fair: The criterion under examination is fully addressed and the tender responds to all requirements of CEPOL with no issues being identified.
80%	Good: The criterion under examination is fully addressed, the tender responds to all requirements of CEPOL and it offers some added value.
90%	Very good: The criterion under examination is fully addressed, the tender responds to all requirements of CEPOL and it offers good added value.
100%	Excellent: The criterion under examination is fully addressed and the tender offers excellent added value.

Total technical score

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

B.7.2. FINANCIAL EVALUATION

The financial evaluation will be carried out on the basis of complete price of the services, i.e. the price for Option I (complete rebranding), quoted by the tenderers in their financial proposals².

The tender providing the lowest complete price 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 complete price among all tenders /price 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 **70/30 basis**.

The final score will be calculated using the following formula:

Final score = Technical score x 70% + Financial score x 30%

² Please note that any tender offering a complete price above 40,000 Euros will be rejected.

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

B.8. TIMETABLE

Milestone	Deadline (*)	Notes
Deadline for sending requests for additional clarifications	29/05/2015	The modalities for sending requests for additional clarifications are specified in Section C.5.
Deadline for dispatching tenders	05/06/2015	The modalities for preparing and dispatching tenders are specified in Sections C.1, C.2, C.3. and C.4.
Signature of the contract	30/06/2015	Estimated

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

1. A cover letter enclosing the Tender on the official letterhead paper of the Tenderer and signed by an authorised representative of the Tenderer. The cover letter shall contain:
 - The name and the designation of the person who is authorised to sign the contract on behalf of the tenderer;
 - The written statement on tenderer's acceptance of the CEPOL's model contract without reservations;
 - The confirmation that the period of validity of the tender is as required in Section C.1.1.
2. Filled in Tenderer's Identification form (see **Annex V**)
3. 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 Section 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 original signed copy and one electronic copy on CD, DVD or USB. Please use the Technical Proposal Form (see **Annex II**). For more details on the content of the technical proposal please refer to **section B.3. "THE CONTENT OF THE TECHNICAL PROPOSAL"** of these tender specifications.

Envelope C: Financial Proposal

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

C.1.1. IMPORTANT NOTE

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

C.2. LANGUAGE OF YOUR TENDER

The tenders may be submitted in any of the official languages of the European Union.

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

C.3. HOW TO PACKAGE YOUR TENDER?

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

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

Tender Ref. No. CEPOL-PR/NG/2015/007

Tender Title: Rebranding of CEPOL

TENDER – NOT TO BE OPENED BY CEPOL RECEPTION

Name of the Tenderer: -----

Address of the Tenderer: -----

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

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

- **Envelope A** containing the **Administrative documentation**
- **Envelope B** containing one signed original of the **Technical proposal** and one electronic copy on CD, DVD or USB
- **Envelope C** containing one signed original of the **Financial proposal** and one electronic copy on CD, DVD OR USB

C.4. HOW TO DISPATCH YOUR TENDER?

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

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

European Police College (CEPOL)

O 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 Section B.8 will be rejected.

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

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

C.4.1. IMPORTANT NOTE: PROOF OF DISPATCH

C.4.1.a. REGISTERED MAIL AND COURIER SERVICE

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

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

In addition, the tenderer shall obtain a receipt of delivery issued by the postal or courier service clearly indicating the date and time of dispatch. By the deadline indicated in **Section B.8**, the tenderer must send a copy of this receipt to CEPOL by e-mail (tenders@cepol.europa.eu) or by fax (+36 1 803 8032), specifying the title and reference number of this procurement procedure, together with the name, email address and telephone number of the tenderer.

C.4.1.b. HAND DELIVERY

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

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

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

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

C.5. CONTACTS BETWEEN CEPOL AND TENDERERS

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

C.5.1. BEFORE THE DEADLINE FOR DISPATCHING TENDERS

C.5.1.1. REQUESTS FOR CLARIFICATIONS

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

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

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

The requests shall indicate the tender reference number and title, and shall be sent by e-mail, fax or mail to:

European Police College (CEPOL)

O utca 27

1066, Budapest

Hungary

Fax: +36 1 803 8032

E-mail: tenders@cepol.europa.eu

All queries shall be sent to CEPOL no later than the deadline indicated in **Section B.8**. Tenderers shall note that CEPOL is not bound to reply to requests for additional clarifications made less than 5 working days before the deadline for dispatching tenders.

C.5.1.2. AMENDMENT OF THE TENDER SPECIFICATIONS

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

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

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.

CEPOL may negotiate with tenderers the tenders they have submitted, in order to adapt them to the requirements set out in the tender specifications or any additional document and in order to find the tender offering the best value for money. During negotiations equal treatment of all tenderers will be ensured.

SECTION D – HOW WILL TENDERS BE EVALUATED?

D.1. TENDER EVALUATION SESSION

Tenders complying with the formal opening requirements checked during the opening session are evaluated in four stages:

- (i) The eligibility of the tenderer to participate in the procurement procedure as defined in **Section B.6.1.** is checked; if tenderer is in one of the situation of exclusion they shall be excluded from the procurement procedure;
- (ii) If applicable, the capacity of the tenderer to perform the contract against the selection criteria as defined in **Section B.6.2.** is checked and if all the relevant criteria are not, the tender shall be rejected;
- (iii) If applicable, the tenders are checked against the minimum requirements listed in **Section B.1.** The tenders that do not meet all the minimum requirements shall be rejected.
- (iv) Afterwards, the tenders are evaluated against the award criteria and the winning tender is identified as explained in **Section B.7.**

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

N.B. The evaluation procedure is confidential.

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

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

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

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

E.1. JOINT OFFERS SUBMITTED BY CONSORTIA

Not Applicable

E.2. SUBCONTRACTING

E.2.1. INTRODUCTION

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

E.2.2. DOCUMENTATION / INFORMATION TO BE PROVIDED

The tenderer shall:

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

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

- Documentation related to the eligibility to tender of the already identified subcontractor(s), as specified in Section B.6.1
- Documentation related to the economic and financial capacity and documentation related to the legal capacity of the subcontractor, as specified in Section B.6.2.1;
- Documentation related to the technical and professional capacity of the subcontractor (documentation to be provided to the extent of the activities that will be subcontracted), as specified in Section B.6.2.2.

E.2.3. EVALUATION

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

- *(if applicable)* the exclusion criteria (Section B.6.1) and the selection criteria for the legal capacity (**Section B.6.2.1**) will be assessed in relation to each proposed subcontractor individually;
- *(if applicable)* the selection criteria for the economic and financial capacity (Section B.6.2.1) will be assessed as follows:

- For criteria set as minimum viability standards on financial and economic standing (e.g. by means of appropriate statements from banks or balance sheets), an individual evaluation will be made;
- For criteria that are deemed to be achieved above a certain level (e.g. overall turnover or turnover with respect to the specific tender), a consolidated assessment – tenderer plus subcontractor(s) – will be made, depending on the extent to which the subcontractor(s) will put their resources at the disposal of the tenderer for the performance of the contract;
- *(if applicable)* the selection criteria for the technical and professional capacity (Section B.6.2.2) will be assessed in relation to the combined capacities of the tenderer and the subcontractor(s), as a whole, depending on the extent to which the subcontractor(s) will put their resources at the disposal of the tenderer for the performance of the contract;
- The technical and financial evaluation of the offers (Section B.7) will be carried out in relation to the tender.

E.2.4. CONTRACT IMPLEMENTATION

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

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

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

ANNEX X – LIST OF TASKS AND DELIVERABLES