

TENDER SPECIFICATIONS

Open Invitation to Tender

No. CEPOL/PR/OP/2016/004

Communication services for CEPOL

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SECTION A – INTRODUCTION

A.1. SUMMARY

Contracting authority	European Police College (hereafter referred to as CEPOL).
Purpose	The purpose of this invitation to tender is for CEPOL to conclude with the successful tenderer(s) a framework service contract for the provision of support services for CEPOL's communications activities over a maximum possible duration of 4 years.
Lots	This procurement procedure is not divided into lots.
Volume (maximum)	<p>The maximum volume of the contract shall not exceed €250,000 over its maximum possible duration of 4 years.</p> <p>CEPOL may at a later stage exercise the option to increase the maximum contract volume via negotiated procedure with the successful tenderer in accordance with Art. 134 (1) (e) of the Rules of Application (Commission Delegated Regulation (EU, EURATOM) 2015/1929 of the European Parliament and of the Council of 28 October 2015 amending Regulation (EU, EURATOM) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union).</p>
Type of contract	CEPOL wishes to conclude a multiple framework service contract(s) re-opening of competition with the successful tenderer(s) (three).
Duration of contract	The duration of framework contract shall not exceed a fixed term of 12 months. The framework contract may be renewed up to three times, each time for a 12 months period, thus the maximum possible contract duration is 48 months.
Delivery address	CEPOL headquarters in Budapest and various addresses in all EU Member States.

Variants	Variants are not permitted.
Joint offers	Permitted.
Subcontracting	Permitted. However, any intention to sub-contract must be clearly announced in the offer.

A.2. WHAT IS CEPOL?

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

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

The 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) 2015/1929 of the European Parliament and of the Council of 28 October 2015 amending 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 Commission Delegated Regulation (EU) 2015/2462 of 30 October 2015 amending 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.

A.4. CONFIDENTIALITY & PUBLIC ACCESS TO DOCUMENTS

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

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

A.5 PARTICIPATION IN THE PROCUREMENT PROCEDURE

This procurement procedure is open to any natural or legal person wishing to bid for the assignment and established in any of the European Union Member States, Norway, Iceland, or Liechtenstein.

This procurement procedure is also open to all natural and legal persons established in FYROM, Albania, Montenegro and Serbia, which have been granted access to tendering procedures of the Union institutions.

In addition, tenderers must not be in any situation of exclusion under the exclusion criteria (see section indicated in section B.6.1. of these tender specifications) and must be authorised to perform the contract under national law in the country of their establishment/incorporation (see section indicated in section B.6.2.3. of these tender specifications).

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

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

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

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

SECTION B – SPECIFIC INFORMATION ON THIS PROCUREMENT PROCEDURE

B.1. TECHNICAL SPECIFICATIONS

B.1.1. OBJECTIVE

The purpose of this invitation to tender for CEPOL is to conclude a multiple framework contract with re-opening of competition. CEPOL may conclude framework contracts with the selected Tenderers (three) on the basis of the draft contract included in the Annex I.

B.1.2. THE CONTEXT OF THIS PROCUREMENT AND BACKGROUND INFORMATION

2015 has been a challenging year with regards to communications for CEPOL. The relocation to Budapest resulted in an increased visibility for the agency, which in turn increased dramatically the workflow for communications.

The relocation to Budapest provided CEPOL with a brand new Headquarters, allowing organising courses in-house. The organisation of these courses has a direct impact on the communications workflow: preparation of branded merchandising and course packs, coordination of technical support, audio-visual coverage, drafting of speeches and press releases, coordination of media presence, organisation of interviews, etc. This dimension of

event organisation being new, there is currently no coordination or strategy to address these new needs.

Besides, the adoption of a new legal mandate for CEPOL, due to enter into force on 1 July 2016, will, on top of changing CEPOL's mandate, modify the name of the agency, add new responsibilities and modify its identity. Hence, in order to be ready to implement the decision, it is necessary to work on rebranding through 2016 if CEPOL does not want to lose touch with its previous stakeholders, but also if it wants to include the new stakeholders into the workflow.

Finally, in 2016, CEPOL will be operating since 15 years. This offers a perfect opportunity to modernise and rethink its objectives and how communications can help achieving them.

B.1.2.a. Communications challenges for CEPOL

As in most organisations, public or private, the main communication challenge of CEPOL is the in-house information flow, both with CEPOL's staff and with the network.

Since effective internal communication forms the basis both of staff motivation and of CEPOL's efficient and smooth operation, it needs to occupy a prominent place in the management of CEPOL. It is crucial that information can be found easily and that it is carefully targeted.

More specific challenges in this area are:

- creating and maintaining allegiance to CEPOL, a corporate sense of belonging, mutual trust and understanding, and building bridges across hierarchical lines;
- combating information noise, communication "silos" and compartmentalisation.

Within the EU institutions and EU agencies, CEPOL's services and products need to be made better known and the dialogue between CEPOL and its "clients" to understand on each other's needs and constraints should be intensified.

When communicating with the outside world, some limitations need to be borne in mind such as:

- CEPOL has only limited resources to reach its audiences, they do not allow for large-scale operations such as wider communication campaigns.
- Training is sometimes not perceived as a political priority and media often perceives training as a luxury rather than an opportunity.

CEPOL will have to enter a new market niche. In order to successfully connect with these new audiences, a market entry plan shall be developed by CEPOL with the support of the contractor to ensure its success. To market its services successfully, CEPOL shall communicate the added value of its training for the new niche, how it will benefit the need of new audiences. Besides, in order to successfully connect with new audiences, CEPOL must know where to reach them.

CEPOL need to generate awareness on its work and products through the various channels available (identify the right platforms – the right ones are the one where the audience is) and drive traffic to its website and online products. CEPOL shall use these tools to spread awareness on its activities.

Challenges with regards to the extended target audience: 1) build image and reputation for CEPOL; 2) successfully plan and communicate its “market entry”; 3) promote its products to encourage participation of extended audience.

B.1.2.b. Communications objectives

CEPOL’s communications strategy has to align with CEPOL’s vision, mission and values.

The new legal mandate for CEPOL states that CEPOL objectives should be structured in line with the following general principles, whilst putting particular emphasis on the protection of human rights and fundamental freedoms in the context of law enforcement:

1. Support Member States in providing training in order to improve basic knowledge of EU dimension of law enforcement;
2. Support Member States at their request in the development of bilateral and regional cooperation through law enforcement training;
3. Develop, implement and coordinate training in specific thematic areas;
4. Develop, implement and coordinate training in relation to Union missions and capacity-building in third countries.

CEPOL will develop and pursue three strategic communication objectives.

1. *Facilitate information flows within CEPOL and its network*

The following action lines are proposed to achieve the objective (the primary target group is the CEPOL staff):

- Make staff aware of the necessary changes in order to adapt to new political priorities of the European Union, e.g. the European Agenda on Security.
- Inform staff of what is happening not only in their respective units but also in the whole organisation to create more engagement.
- Create an Intranet tool to facilitate internal exchange of information.

The following action lines are proposed to achieve the objective (the primary target group is CEPOL network):

- Modernise and restructure e-Net and facilitate its governance.
 - Communicate the medium and long-term benefits for CEPOL of activities such as residential courses, E-learning, the European Joint Master Programme and the European Police Exchange Programme to the network.
- #### **2. *Better inform our network and strengthen communication with the EU institutions and the other JHA agencies.***

This objective will be pursued along the following action lines (the target group is staff in EU Institutions and JHA agencies):

- Inform all EU staff about the services and products offered by CEPOL (e.g. via Enet, mailing, news releases, presentations and roadshows to EU institutions and agencies).
- Use the results of customer surveys, public conferences with CEPOL stakeholders or client contacts to promote CEPOL’s services. Encourage and analyse client feedback.

- Pursue and promote cooperation with the EU institutions and agencies on law enforcement training matters.
- 3. *Promote the role of training to enhance cooperation amongst law enforcement officials*

The following action lines will be implemented (the target group is general public, academia, stakeholders and media):

- Use the European Joint Master Programme’s network as communication platform to stimulate debate between the academia and law enforcement officials and to boost the image of the law enforcement professions.
- Disseminate the results of CEPOL’s work in the field of research and science as widely as possible within selected target groups.
- Engage in common communication projects with EU Institutions and other JHA agencies in order to enhance the visibility of law enforcement training.
- Make CEPOL’s role in embracing law enforcement training better known to its stakeholders, the general public, youth and media, including at local level through the organisation of and presence at events.
- Engage CEPOL’s stakeholders online by developing CEPOL’s presence on Social media and improving its public website.
- Promote the creation and development of law enforcement networks for fostering cooperation between CEPOL’s network and national experts, and exchange best practices in this field.

B.1.2.c. Target audience

- Internal stakeholders: CEPOL staff, CEPOL senior management, CEPOL Network.
- External stakeholders: Policy makers, EU agencies, Course participants.
- External actors: Media, General lay audience.

B.1.3. DESCRIPTION OF THE SERVICES REQUIRED

The objective of the contract is to provide communication service for CEPOL, enabling CEPOL to provide participants to CEPOL events, training activities, visitors, target groups and the general public with information regarding CEPOL and to help raise awareness of CEPOL and reinforce its image.

Communications services

Summary of services requested	
Title of the service	Communications services
Expected start date (indicative)	09/2016
Expected end date (indicative)	09/2020

Maximum budget available over four years	EUR 250,000
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The purpose of this procedure is to support the development and implementation of communication strategies and activities in order to keep pace with new developments and trends in the field of online and offline communication tools and services. In this respect, the contractor will be required to come up with new ideas, creative concepts and approaches to communication in a proactive way.

For all tools and materials developed under each specific contract, the Contracting Authority must be provided with comprehensive documentation at predetermined regular intervals and upon expiry of the specific contract. Furthermore, the contractor must transfer to the Contracting Authority all material (source files, non-copyrighted images, programmes, rights, etc.) necessary for the Contracting Authority to be able to continue developing and using the tools produced by the contractor.

Under this lot the contractor may be required to perform services falling under the following groups of tasks:

B.1.3.a.1. Communications projects

- **Communications project:** provide advice and support to the implementation of CEPOL communications project, ensuring its good implementation and success.
- **Multimedia projects:** provide advice for ad hoc projects (such as for example the development of a mobile application, a video or serious educational game) on the conception, the selection of contractor, the creation, the strategy, but also provide advice on information architecture and design, and support to development and to integration in the App Store.
- **Open Day/15th anniversary celebration:** prepare a concept, draft a strategy and a timetable, ensure milestones are met, and provide support to the organisation of the event.
- **Any other communications projects:** provide advice and support to the implementation of CEPOL communications projects, ensuring their good implementation and success.

B.1.3.a.2. Evaluation of communication related activities

The objective of this group of tasks is to support the Contracting Authority with the evaluation of communication activities.

It comprises three types of activities:

- Evaluation
- Development and implementation of small-scale evaluation tools relating to communication activities
- Technical and methodological assistance in the organisation and conduct of evaluations of communication activities

B.1.3.a.2.1. Evaluation

The tasks involve:

- Ex-ante evaluations

- Interim evaluations
- Final/impact, ex-post evaluations

The list below shows a range of indicative activities, including simple or integrated communication activities that fall under the above tasks.

- A communication strategy: the idea is to evaluate in a single exercise the whole set of communication and information activities implemented by a given service under this strategy.
- A communication campaign/programme: communication campaigns/programmes consist of an organised set of communication activities to generate specific outcomes in terms of information, awareness or behaviour for a large number of individuals in a specified time period.
- Specific communication action(s) within a strategy/policy/campaign: specific communication/training actions make up part of the strategy/policy/campaign described above. An assignment could cover one or several actions rather than the whole set.
- A communication instrument: this concerns communication tools intended to communicate with specific target groups, e.g. a website.

B.1.3.a.2.2. Development and implementation of small-scale evaluation tools relating to communication and training activities

These tasks consist of assisting the Contracting Authority in developing and implementing small-scale evaluation tools. Small-scale evaluation tools are instruments which help in the assessment of an activity but do not lead to the production of a fully-fledged evaluation report.

The tasks may involve:

- the development of small-scale evaluation tools;
- the implementation of the tool requested (this may form part of the assignment or be carried out directly by the Contracting Authority's staff).

One of the main features of this type of activities is timing, i.e. the evaluation tool requested may have to be delivered to a very short deadline to effectively support the activity to which it relates (10 working days or less). The contractor must be able to implement it immediately after its acceptance if requested to do so by the Contracting Authority.

Examples of small-scale evaluation tools (this list is by no means exhaustive):

- questionnaires for participants at conferences;
- online surveys;
- stakeholder consultations;
- ad hoc focus groups.

The choice of tool to be used will depend on the specific need, for example:

- before an activity takes place, for defining messages and activities by evaluating their relevance and their actual and potential effectiveness;
- during the activity, in order to adapt it with changes quickly if needed;
- just after completion, to assess the activity as a whole and to learn lessons for the future.

B.1.3.a.2.3. Technical and methodological assistance in the organisation and conduct of evaluations of communication and training activities

The contractor will be required to assist in the organisation and conduct of evaluations of communication and training activities carried out by the Contracting Authority.

Methodological and technical support, for example:

- developing monitoring systems to be used in a routine manner and integrated into the everyday management of communication activities, and/or to feed data to ongoing evaluation systems for the purpose of analysis;
- developing ongoing evaluation systems to be used in a routine manner and integrated into the everyday management of communication activities;
- preparing, designing and conducting empirical work, such as evaluation-related case studies or target group identification exercises;
- carrying out statistical analyses, needs assessments, cost-benefit analyses, cost effectiveness analyses or any other kind of technical support.

Assistance with the design and/or follow-up phase of an evaluation, for example:

- preliminary analysis for problem definition and needs assessment;
- assistance with the reconstruction of the intervention logic;
- help with defining evaluation questions, criteria and indicators;
- support in following up implementation of recommendations made in the evaluation;
- evaluation syntheses and meta-evaluations based on existing evaluation studies, for example preparing syntheses of existing evaluation results.

The list of requested services under this lot is not exhaustive. In case of services not defined in the tender specifications and considered necessary to carry out a particular evaluation, the Contracting Authority will make a written request to the contractor to provide a price for such services. An offer will be sent to the Contracting Authority who must give its written agreement to the contractor before the services are provided.

B.1.3.b. Implementation of multiple FWC with reopening of competition and ordering procedure

When and as the communication services needed, CEPOL will reopen the competition between all contractors according to the Article I.4.3 of the attached model contracts (see Annex I).

For each new request for services, CEPOL shall determine the specifications of the services required and all contractors concerned will be invited to submit an offer for the services described in the invitation.

Within 7 calendar days, the contractors shall express in writing, preferably by e-mail, their availability to carry out the services required and intention to submit an offer.

Within 10 calendar days (unless otherwise specified by CEPOL) of the invitation to submit an offer, the contractors shall submit with a written offer (technical & financial) for the tasks required.

The offer shall detail the methodology, the deliveries, the composition of the team, the duration of work and the total price on the basis of the financial offer (prices not exceeding the maximum prices fixed in the framework contract) etc. Further details with regard to the content of the offer is provided in Section B.7.4.

The offers received (by the deadline) will be evaluated by CEPOL and the bidders will be ranked on the basis of the best value for money (see Section B.7.4 for further information on the evaluation and award of specific contracts). A specific contract will be then awarded to the best ranked bidder.

On conclusion of the award CEPOL will prepare a specific contract and send it to the contractor for signature. Orders shall correspond to a defined project with a number of specified deliverables and deadlines against which payment(s) will be made. Within 7 calendar days of a specific contract being sent by CEPOL to the contractor to whom the specific contract has been awarded, the Agency shall receive it back, duly signed and dated. The period allowed for the execution of the task shall start to run on the date the contractor signs the specific contract, unless a different date is indicated therein.

The contracting authority evaluates the specific tenders and selects the most economically advantageous one on the basis of the award criteria set out in the tender specifications of the FWC (Annex I). When doing so, it takes into account any conflicting interests which may negatively affect the performance of the specific contract (see Article II.7). It then awards and sends the specific contract to the successful contractor.

CEPOL will send 2 original signed order forms by post or courier to the contractor and a scanned copy by email to the contractor's designated contact point's email address or functional email address. The contractor will have to return one signed and dated original order form to CEPOL together with the invoice at the latest.

Please note the delivery time shall start counting from the next working date following the date the scanned copy of the order form (signed by CEPOL) is sent to the contractor by email.

For more details with regards to the payment arrangements please see Article I.6 of the model framework contract in Annex I.

B.1.3.c. Project management and meeting requirements

All contractor shall designate one project manager to act as a single point of contact for all CEPOL needs in respect of this Framework Supply Contract.

The designated project manager must be able to communicate fluently in English.

As this is a minimum requirement, tenderer's inability to comply with it will lead to the rejection of their tenders.

After the signature of the framework contract, the contractor shall communicate to CEPOL the email address to which the order forms shall be sent.

Quality of the products and reliability of service must remain consistent throughout the duration of contract.

In view of the specific nature of this contract, tenderers must take into account the fact that, as a general rule, the services requested are likely to take place in the 27 EU Member States, in the EFTA/EEA countries (Switzerland, Iceland, Liechtenstein and Norway), and in any other location if requested by CEPOL.

Trips may in particular include missions to CEPOL headquarters in Budapest, Hungary.

Day to day work (i.e. communication, coordination, technical analysis, e-mail support, etc.) can be done from the contractor's premises or any location suitable to the expert(s), provided that this does not negatively affect the performance or costs of the assignments. Coordination meetings at the CEPOL's headquarters in Budapest, Hungary are also anticipated.

Any travel (missions) away from the contractors premises shall be defined at the time of the re-opening of competition and in the specific contracts.

B.1.3.d. Invoicing requirements

The invoice shall include as a minimum the following additional information (in addition to the to the name of supplier, invoice number and date of issue):

- the reference number of the framework contract
- the reference number of the order form
- the CPL number (provided by CEPOL on the order form)
- list of the items
- the unit price per each item
- the total price net of VAT
- if any VAT is applicable, the amount must be shown separately.

CEPOL strongly recommends to the Contractors to use e-PRIOR for invoices. You may find more information on e-PRIOR in the general conditions for the Framework Contract for Services, contained in the Model Framework Contract (see Annex I).

The invoice must be accompanied by a copy of proof(s) of delivery.

The invoice must be issued in the currency of contract, i.e. in Euros.

The payments will be made in accordance with the Articles I.6 of the Model Framework Contract (see **Annex I**).

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 multiple framework service contract with re-opening the competition. The Framework Contract shall be awarded to a minimum of three and a maximum of five tenderers provided that a sufficient number of tenderers satisfy the exclusion and/or selection criteria and/or enough tenders satisfy the award criteria.

The framework contract is a legal agreement between the parties - in this case, CEPOL and the Contractor(s). 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 is binding on CEPOL. The procedure of issuing order forms is described in section **B.1.3.b. Implementation of multiple FWC with reopening of competition and ordering procedure** of these tender specifications.

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

The model framework contract and order form are 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 supply of goods and provision of the services shall be as indicated in the tenderer's financial proposal.

Price revision

The prices quoted are fixed and shall be subject to **NO revision**.

B.2.4. DURATION OF THE CONTRACT

The duration of the framework contract shall not exceed an initial fixed term of 12 months. The contract may be renewed up to three times, each time for a period of provision of services of 12 months. The maximum duration of contract shall not exceed 48 months.

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

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

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

B.2.5. VOLUME OF THE CONTRACT

The maximum contract value over the maximum possible duration of 48 months shall not exceed 250,000 EUR.

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 the

Rules of Application (Commission Delegated Regulation (EU, EURATOM) 2015/1929 of the European Parliament and of the Council of 28 October 2015 amending 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 arrangements are described in Article I.6 of the attached model contracts (see Annex I).

B.2.7. CONTRACT IMPLEMENTATION TIMETABLE

The estimated timeframe for signature of the contract is Mid-September 2016.

B.3. THE CONTENT OF THE TECHNICAL PROPOSAL

CEPOL does not require technical proposal at this stage.

B.4. THE CONTENT OF THE FINANCIAL PROPOSAL

The tenderers must use the **Financial Proposal Form (see Annex II)** 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 specify prices for all items listed in the Financial Proposal Form (see Annex II). A single price shall be indicated for each category and must not amount to zero. Failure to do so will lead to the rejection of the tender.
- Tenderers must provide a maximum price per man-day (excluding breaks or travel) for the activities listed in Financial offer (Annex II). The prices offered must be fixed and represent the maximum price (ceiling) for each expert type in future offers under the re-opening of competition for specific contracts.
- During the re-opening of competition, each request for service will specify the exact project and scope of services / tasks / deliverables as well as any possible travel, which is not included in the man-day prices.
- 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.

- Costs incurred in preparing and submitting tenders are borne by the tenderer and shall not be reimbursed.

For more details please see **Section B.7.2 Financial evaluation**.

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

Any tenderer shall be excluded from participation in this procurement procedure if:

- a) it is bankrupt, subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under national legislation or regulations;
- b) it has been established by a final judgement or a final administrative decision that the person is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the law of the country in which it is established, with those of the country in which the contracting authority is located or those of the country of the performance of the contract;
- c) it has been established by a final judgement or a final administrative decision that the person is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:

- (i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract;
 - (ii) entering into agreement with other persons with the aim of distorting competition;
 - (iii) violating intellectual property rights;
 - (iv) attempting to influence the decision-making process of the contracting authority during the award procedure;
 - (v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;
- d) it has been established by a final judgement that the person is guilty of any of the following:
- (i) fraud, within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995;
 - (ii) corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of EU Member States, drawn up by the Council Act of 26 May 1997, and in Article 2(1) of Council Framework Decision 2003/568/JHA, as well as corruption as defined in the legal provisions of the country where the contracting authority is located, the country in which the person is established or the country of the performance of the contract;
 - (iii) participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA;
 - (iv) money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council;
 - (v) terrorist-related offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision;
 - (vi) child labour or other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;
- e) the person has shown significant deficiencies in complying with the main obligations in the performance of a contract financed by the Union's budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by an Authorising Officer, OLAF or the Court of Auditors;
- f) it has been established by a final judgment or final administrative decision that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95; In addition, the contract shall not be awarded to tenderers who, during the procurement procedure for that contract:
- g) for the situations of grave professional misconduct, fraud, corruption, other criminal offences, significant deficiencies in the performance of the contract or irregularity, the applicant is subject to:

- (i) facts established in the context of audits or investigations carried out by the Court of Auditors, OLAF or internal audit, or any other check, audit or control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body;
- (ii) non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics;
- (iii) decisions of the ECB, the EIB, the European Investment Fund or international organisations;
- (iv) decisions of the Commission relating to the infringement of the Union's competition rules or of a national competent authority relating to the infringement of Union or national competition law; or
- (v) decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body.

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 III**, dated and duly signed by the legal representative of the tenderer.

B.6.2. CAPACITY OF THE TENDERER: SELECTION CRITERIA

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

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

B.6.2.1. ECONOMIC AND FINANCIAL CAPACITY

Selection criteria:

The tenderer must prove that he is in a stable financial position and he has the financial capacity to provide the required services. Furthermore, the tenderer's average yearly turnover for each of the last three financial years for which accounts have been closed should be at least **45,000 EUR** per year.

The tenderers shall provide - in original - a declaration to meet the economic and financial capacity selection criteria according to the template found in **Annex III**, dated and duly signed by the legal representative of the tenderer.

Only the successful tenderers shall provide the following evidence:

- copies of audited¹ financial statements (balance sheets & profit and loss account) for the last three financial years for which accounts have been closed, or equivalent documentation (e.g. where company law in the country in which the tenderer is established does not require the publication of the balance sheet);
- the tenderers may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to CEPOL that it will have at its disposal the resources necessary for performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal. CEPOL may require that the tenderer and the entities referred above are jointly liable for the execution of the contract.
- If, for any valid reason, the tenderer is unable to provide the documents requested by the contracting authority, he may prove his economic and financial standing by any other document which the contracting authority considers appropriate.

B.6.2.2. TECHNICAL AND PROFESSIONAL CAPACITY

Selection criteria:

- a) The tenderer must have a minimum experience of at least 3 years in providing the services as stated in these Tender Specifications (project management pan-European campaigns as well as coordination of editorial, design and multimedia content) and his professional capacity should be appropriate to the required services.

The tenderers shall provide - in original - a declaration to meet the technical and professional capacity selection criteria according to the template found in **Annex III**, dated and duly signed by the legal representative of the tenderer.

Only the successful tenderers shall provide the following evidence:

- a brief history of the economic operator, including length of time in business, overall size and description of activities relating to services of the type required in this invitation to tender;
- A presentation of at least 5 contracts successfully performed in the last three years covering the similar type of services as requested in this invitation to tender. The total value of the contracts should be at least **5,000 EUR per year**. The tenderer is requested to specify the following in regard each contract.

Customer name and address

Contact name and telephone number

¹ If the tenderer is not required to have their financial statements audited, the provided financial statements shall be certified by the signature of the tenderer's accounting officer.

Contract reference and brief description of supplies and/or service provided

Contract value (total and per year)

Name(s) of sub-contractors and/or consortium members and their role.

Name(s) of sub-contractors and/or consortium members and their role.

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

- b) The tenderers must have a suitable organisational and staffing structure available for the activities covered by the contract (including all consortia members and/or any proposed subcontractors).
- i. Tenderers must have at least 1 project director who has minimum 7 years' experience and has the ability to work and operate at European and international level with excellent communication skills in English proven by a level of the Common European Framework of reference for languages corresponding to B1/B2;
 - ii. Tenderers must have at least 1 project manager who has minimum 5 years' experience and has the ability to work and operate at European and international level with excellent communication skills in English proven by a level of the Common European Framework of reference for languages corresponding to C1/C2;

Each of the above criteria must be fulfilled by at least one member of the team.

Only the successful tenderers shall provide the following evidence:

- Criteria relating to the teams: detailed curriculum vitae for each of the team members of up to two A4 pages and covering relevant educational and professional qualifications and experiences. The CVs must specify:
 - the level of written and spoken language skills with reference to the European Common Framework;
- A presentation of the structure of the organisation (including all consortia members and/or any subcontractors and the number of staff involved, explaining the suitability of the tenderer's organisation and of the staff directly involved in the performance of the contract).

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

Selection criteria:

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

Evidence to be provided:

A certificate of registration in the relevant trade or professional registers in the country of establishment/incorporation. If the tenderer is not required or allowed to register in such a register for reasons related to its statute or legal status, CEPOL shall accept, as satisfactory evidence, a sworn declaration or certificate, membership of a specific organisation, express authorisation or entry in the VAT register.

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

Once the tenderer has demonstrated the 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.7.2. FINANCIAL EVALUATION

The financial evaluation will be made on the basis of the total price offered in the model financial offer (Annex II) applying the following formula:

$$\text{Financial Score for Offer X} = 100 * (\text{Lowest Total Price} / \text{Total Price of the tender being evaluated})$$

B.7.3. AWARD OF THE CONTRACT

The contract shall be awarded to maximum five best ranked tenderers submitting the admissible tender offering the lowest price.

The final score will be calculated using the financial evaluation formula.

B.7.4. RE-OPENING OF COMPETITION - AWARD OF SPECIFIC CONTRACTS

Specific contracts will be awarded in line with the Re-Opening of Competition Process described in section B.1.3.b. CEPOL will select a contractor for a specific assignment on the basis of the submitted offers.

Content of Offers

Offers must contain (as a minimum):

A. Technical Offer:

Criterion	Maximum obtainable points
<p>1. How will you proceed to deliver communications projects?</p> <p>1.1. Please provide a description of the proposed approach (i.e. steps to take, etc.). max. 8 points</p> <p>1.2. Please provide a description of the content of the proposal (i.e. structure, etc.). max. 8 points</p> <p>1.3. Please provide a description of the proposed organisation/timeline (including time per task and milestones). max. 7 points</p> <p>1.4. Please provide an assessment of the main issues, limitations and risks of the assignment, as well as the proposed mitigation measures. max. 7 points</p>	<p>30</p>
<p>2. How will you proceed to evaluate communications related activities?</p> <p>2.1. Please provide a description of the proposed approach (i.e. steps to take, etc.). max. 8 points</p> <p>2.2. Please provide a description of the content of the proposal (i.e. structure, etc.). max. 8 points</p> <p>2.3. Please provide a description of the proposed organisation/timeline (including time per task and milestones). max. 7 points</p> <p>2.4. Please provide an assessment of the main issues, limitations and risks of the assignment, as well as the proposed mitigation measures. max. 7 points</p>	<p>30</p>
<p>3. How do you propose to organise the workflow with CEPOL?</p> <p>3.1. Please describe how you will handle contacts with CEPOL staff (i.e. number of contact per week, type of contacts – emails, meetings, etc.). max. 5 points</p> <p>3.2. Please provide a description of the project team composition, the roles and responsibilities of the team members in respect to the services to be delivered, availability assurance of key personnel that will execute the planned activities + back-ups. max. 5 points</p> <p>3.3. Please provide a description of the tools you propose to use to collaborate with CEPOL (emails, intranet, etc.). max. 5 points</p> <p>3.4. Please describe how you will follow-up the progresses/ implementation of the tasks (i.e. progress tracker, etc.). max. 5 points</p>	<p>20</p>

Criterion	Maximum obtainable points
4. Delivery time <i>Please describe how you intend to meet the deadlines and state the maximum delivery time for all the tasks.</i>	10
5. Contributing to enhancing CEPOL's innovative streak <i>Please describe how you would contribute to enhance innovation at CEPOL.</i>	10
TOTAL	100

B. Financial Offer:

Description	Net Price per Man-day* (not exceeding the prices defined in the framework)	Nr. of Man-days	Total
Communications project	EUR.....	EUR.....	EUR.....
Multimedia projects	EUR.....	EUR.....	EUR.....
Open Day/15 th anniversary celebration	EUR.....	EUR.....	EUR.....
Any other communications projects	EUR.....	EUR.....	EUR.....

Evaluation of communication related activities	EUR.....	EUR.....	EUR.....
Travel**	N/A	N/A	EUR.....
GLOBAL PRICE: ***			EUR.....

*Price per Man-day: not exceeding the prices defined in the framework.

**Travel: lump sum for anticipated travel costs.

***Global Price: Not exceeding the maximum budget defined for the specific contract.

Specific Contract Award Criteria

The specific contract will be awarded to the most economically advantageous offer (quality/price ratio) according to the criteria given below.

*Important Note: Conflict of Interest, Independence & Impartiality:

Specific contracts will not be awarded to contractors who:

- a) are subject to a conflict of interest;
- b) are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the contract procedure or fail to supply this information.

In order to ensure an independent evaluation and absence of conflict of interest, CEPOL may, after giving the tenderer an opportunity to express its views, decide not to award a specific contract to carry out the interim and/or the ex-post evaluation to the same contractor who has carried out the interim assessment, ex-ante and/or the interim evaluation or any other preliminary work associated to the same project, policy or programme.

Technical Evaluation

Points will be allocated according to the following system (except for the Criterion 5: Delivery time):

Points awarded ²	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.
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.

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 (i.e. 70 points minimum, out of the overall total of 100 points).

² 100% equals the maximum number of points achievable per question

In addition, tenders that do not reach a minimum score of 60% for each criterion of the technical evaluation (except for the Criterion 5: Delivery time) will be considered of insufficient quality and will be eliminated from further evaluation.

In addition, 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.

Financial Evaluation

Any contractor submitting a financial offer exceeding the budget defined for the specific contract will be rejected.

The financial evaluation will be made on the basis of the total (global) price offered applying the following formula:

$$\text{Financial Score for Offer X} = 100 * (\text{Cheapest Global Price} / \text{Global Price of Offer X})$$

Consolidated Score – Specific Contract Award

The specific contract will be awarded to the contractor offering the best value for money established by weighing technical quality against price on a 60/40 basis.

The consolidated score for each tenderer will be calculated as follows:

$$\text{Consolidated score} = \text{Technical score} * 0,6 + \text{Financial score} * 0,4$$

B.8. TIMETABLE

Milestone	Deadline (*)	Notes
Deadline for sending requests for additional clarifications	10 July 2016	The modalities for sending requests for additional clarifications are specified in Section C.5.
Deadline for sending requests for translation	17 June 2016	Suggested deadline
Deadline for dispatching tenders	20 July 2016	The modalities for preparing and dispatching tenders are specified in Sections C.1, C.2, C.3 and C.4.
Deadline for registering at the public opening session	24 July 2016	The modalities for attending and registering for the public opening session are specified in Section D.1.
Public opening session	27 July 2016, at 10:00 (Budapest time)	The public opening session will take place at CEPOL's premises in 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	End of August - mid September 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 IV**)
3. Filled in Legal Entity Form (see **Annex VI**)
4. Filled in Financial Identification Form (see **Annex VII**)
5. Information and documentation about the tenderer's eligibility and capacity including:
 - Original Declaration of Honour on Exclusion Criteria (see **Annex III**) as specified in Section B.6.1.
 - Duly filled in and signed Tender form (see **Annex V**)
 - Copies of all original certificates and documents on the tenderer's capacity as specified in Section B.6.2. issued by an official authority in the country of origin or provenance of the tenderer.
 - All other evidence documents and the information required for the assessment of the selection criteria as specified in Section B.6.2.
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 VIII**)

Envelope B: 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 II**). For more details on the content of the financial proposal please refer to **section B.4. "THE CONTENT OF THE FINANCIAL PROPOSAL"** of these tender specifications. Should there be any discrepancies between the different copies submitted, the printed and signed version marked as "ORIGINAL" shall prevail.

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/OP/2015/004

Tender Title: Communication services for 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 **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)

Ó utca 27.

Budapest

H-1066 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 (+3618038032), 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)

Ó utca 27.

Budapest

H-1066 HUNGARY

Fax: +3618038032

E-mail: tenders@cepol.europa.eu

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

C.5.1.2. AMENDMENT OF THE TENDER SPECIFICATIONS

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

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

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

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

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

C.5.2. AFTER THE DEADLINE FOR DISPATCHING TENDERS

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

SECTION D – HOW WILL TENDERS BE EVALUATED?

D.1. PUBLIC OPENING SESSION

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

D.1.1. FORMAL OPENING REQUIREMENTS

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

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

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

D.1.2. MODALITIES TO ATTEND THE PUBLIC OPENING SESSION

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

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

Should a tenderer wish to be present, it shall inform CEPOL of the name of its representative by email (tenders@cepol.europa.eu) or by fax (+3618038032), not later than the date and time indicated in **Section 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.

- (i) The evaluation committee first checks the eligibility of the tenderer to participate in the procurement procedure as defined in **Section B.6.1**.
- (ii) The evaluation committee then checks the capacity of the tenderer to perform the contract against the selection criteria as defined in **Section B.6.2**. If one of the relevant criteria is not positive, its tender may not be further evaluated.
- (iii) The evaluation committee checks if all the minimum requirements listed in **Section B.1** are met. The tenders that do not meet all the minimum requirements shall be rejected.
- (iv) Afterwards, the evaluation committee evaluates the financial proposals against the award criteria and identifies the offer presenting the best value for money as explained in **Section B.7**.

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

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

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

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

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

The members of the consortium shall designate one member as consortium leader with full authority to bind the consortium and each of its members (a power of attorney must be included in the tender). The consortium leader shall act as a single point of contact with CEPOL in connection with the present procurement procedure. Each legal entity shall assume joint and several liability towards the contracting authority for the fulfilment of the terms and conditions of the contract.

Any change in the composition of the consortium during the procurement procedure may lead to the rejection of the corresponding tender. Any change in the composition of the consortium after the signature of the contract may lead to the termination of the contract.

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 the eligibility of the tenderer, as specified in **Section B.6.1**;
- Documentation related to the economic and financial capacity of the tenderer, as specified in **Section B.6.2.1**;
- Documentation related to the authorisation to perform the contract under national law, as specified in **Section B.6.2.3**;

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

E.1.3. EVALUATION

Joint offers submitted by consortia will be assessed as follows:

- The exclusion criteria (**Section B.6.1**) will be assessed in relation to each member of the consortium individually;
- The selection criteria for the economic and financial capacity (**Section B.6.2.1**) will be assessed as follows:
 - For criteria set as minimum viability standards on financial and economic standing (e.g. by means of appropriate statements from banks or balance sheets), an individual evaluation will be made;
 - For criteria that are deemed to be achieved above a certain level (e.g. overall turnover or turnover with respect to the specific tender), a consolidated assessment – all members of the consortium together – will be made;
- The selection criteria for the technical and professional capacity (**Section B.6.2.2**) will be assessed in relation to the combined capacities of all members of the consortium, as a whole;
- The authorisation to perform the contract under national law will be assessed individually for each legal entity (**Section B.6.2.3**)
- The technical and financial evaluation of the offers (**Section B.7**) will be carried out in relation to the tender.

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

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

are incompatible with the principle of joint and several liability.

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

N.B. If a member of the consortium does not fulfil one of the exclusion criteria or selection criteria that must be met individually by each legal entity, the whole consortium may 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 (a power of attorney must be included in the tender) – will be entitled to sign any contractual documents; it shall act as a single point of contact with CEPOL in connection with the services to be provided under the Contract; it shall co-ordinate the provision of the services by the consortium members to CEPOL; it shall guarantee a proper administration of the Contract.

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

E.2. SUBCONTRACTING

E.2.1. INTRODUCTION

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

E.2.2. DOCUMENTATION / INFORMATION TO BE PROVIDED

The tenderer shall:

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

In addition, if the tenderer intends to subcontract more than 20% of the activities specified in Section B.1 to a one subcontractor, the documentation related to the eligibility, as specified in

Section B.6.1, must be provided for each subcontractor performing a share of more than 20% of the contract:

- Documentation related to the eligibility of the subcontractor(s), as specified in Section B.6.1

If the tenderer relies on the subcontractor(s) in order to meet the selection criteria, as specified in Section B.6.2. the following documentation must be provided for each subcontractor on whose capacities the tenderer relies on:

- Documentation related to the economic and financial capacity, 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.
- Documentation related to the authorisation to perform the contract under national law, as specified in Section B.6.2.3;

E.2.3. EVALUATION

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

- *(if applicable)* the exclusion criteria (Section B.6.1) 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 financial evaluation of the offers (Section B.7) will be carried out in relation to the tender.

E.2.4. CONTRACT IMPLEMENTATION

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

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

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

Eligibility documentation (exclusion criteria)

The successful tenderer to whom CEPOL intends to award the contract will have to provide – within a time limit of 10 calendar days and preceding the signature of the contract – specific evidence in order to prove that they are not in a case of exclusion.

The following documentary evidence, confirming the declaration on honour, as referred to in Article 143 (3) of the Rules of Application (Commission Delegated Regulation (EU) No 1268/2012 of 29 October 2012 on the rules of application of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union) is listed below and will be accepted in **original only**:

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

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

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

However, CEPOL may decide to waive the obligation of the successful tenderer to submit the documentary evidence if such evidence has already been submitted to CEPOL for the purposes of another procurement procedure and provided that the issuing date of the documents does not exceed one year and that they are still valid. In such a case, the successful tenderer shall declare on its honour that the documentary evidence has already been provided

to CEPOL in a previous procurement procedure and confirm that no changes in its situation have occurred.

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

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

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

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

Capacity documentation (selection criteria)

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

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

LIST OF ANNEXES

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

ANNEX I. – MODEL CONTRACTS

ANNEX II – FINANCIAL PROPOSAL FORM

ANNEX III – DECLARATION BY THE TENDERER

ANNEX IV – IDENTIFICATION OF THE TENDERER

ANNEX V – TENDER FORM

ANNEX VI – LEGAL ENTITY FORM

ANNEX VII – FINANCIAL IDENTIFICATION FORM

ANNEX VIII - CHECKLIST OF DOCUMENTS WHICH TENDERERS MUST SUBMIT