

TENDER SPECIFICATIONS

Open Invitation to Tender

No. CEPOL/PR/OP/2016/009

Temporary Employment Agency Services in Budapest

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SECTION A – INTRODUCTION

A.1. SUMMARY

Contracting authority	European Union Agency for Law Enforcement Training (hereafter referred to as CEPOL).
Purpose	The purpose of procurement is to award a framework service contract for the provision of temporary employment agency services (provision of temporary staff) in Budapest, Hungary.
Lots	This procurement is not divided into lots.
Volume (maximum)	<p>CEPOL estimates, without this being binding, that the aggregate value of all specific contracts signed during the initial duration of 12 months of the framework contract shall not exceed EUR 400,000 (excluding VAT) and that the aggregate value of all specific contracts signed over the maximum possible duration of 48 months of the framework contract shall not exceed EUR 1 600,000.</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 Commission Delegated Regulation (EU, EURATOM) No 1268/2012¹ on the rules of application of Regulation (EU, EURATOM) No 966/2012² 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 framework service contract with the successful tenderer. The framework contract will be implemented through specific contracts. Please note that signature of a framework contract imposes no obligation on CEPOL to purchase the services. Only implementation of the framework contract through specific contracts is binding on CEPOL.

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

² As amended by Regulation (EU, Euratom) 2015/1929 of the European Parliament and of the Council of 28 October 2015.

Duration of contract	The duration of the 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, thus the maximum possible contract duration is 48 months.
Main place of performance of services	CEPOL headquarters in Budapest.
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?

1. What is CEPOL?

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

Since 1 July 2016, the date of its new legal mandate³, CEPOL's official name is "The European Union Agency for Law Enforcement Training".

2. Where is CEPOL located?

CEPOL's headquarters are located in Budapest, Hungary.

3. Why does CEPOL exist?

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

4. What does CEPOL do?

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

³ Regulation (EU) 2015/2219 of the European Parliament and of the Council of 25 November 2015.

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:

- Regulation (EU, Euratom) No 966/2012 of the European Parliament and the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union, as amended by Regulation (EU, Euratom) No 2015/1929 of the European Parliament and the Council of 28 October 2015; and
- Commission Delegated Regulation (EU, Euratom) No 1268/2012 of 29 October 2012 on the rules of application of Regulation (EU, Euratom) No 966/2012, as amended by Commission Delegated Regulation (EU) 2015/2462 of 30 October 2015.

A.4. CONFIDENTIALITY & PUBLIC ACCESS TO DOCUMENTS

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

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

A.5 PARTICIPATION IN THE PROCUREMENT PROCEDURE

This procurement procedure is open to any natural or legal person wishing to bid for the assignment and established in any of the European Union Member States, 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.6.2.2. of these tender specifications).

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

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

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

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

SECTION B – SPECIFIC INFORMATION ON THIS PROCUREMENT PROCEDURE

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

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

B.1. TECHNICAL SPECIFICATIONS

B.1.1. BACKGROUND INFORMATION

To achieve its objectives, CEPOL recruits statutory staff. CEPOL's recruitment procedure is regulated by the Staff Regulations and Conditions of Employment of Other Servants (CEOS) of the European Communities, and their implementing rules.

From time to time, CEPOL needs to call upon temporary staff to carry out tasks that cannot be carried out by the CEPOL's statutory staff, e.g.:

- replacement of CEPOL statutory staff member(s) in the event of long-term illness, maternity leave, parental or family leave, other long-term absences, and any other entitled leaves;
- periods of heavy workload, which require an additional workforce for a fixed period of time;
- specific projects and/or tasks, to be performed on a temporary basis, which require specific competences which are not available within CEPOL;
- assisting different events, meetings and workshops, organized by CEPOL;
- receptions and welcoming events.

CEPOL is located in Budapest, Hungary.

The objective of this invitation to tender is to award a long term Framework Service Contract with the successful tenderer for the provision of temporary employment agency services (provision of temporary staff) in Budapest, Hungary. This framework contract will cover CEPOL's needs for temporary staff for a period of up to 4 years after the expiry of the current contract in place.

The temporary staff services required in this invitation to tender will support tasks related to the activities of the following departments of CEPOL:

- Operations Department
- Corporate Services Department
- Director's staff

B.1.2. DESCRIPTION OF THE SERVICES REQUIRED

a) Description of services

CEPOL may need temporary staff as a complement to its statutory staff, under the following circumstances (indicative but not limited):

- replacement of CEPOL statutory staff member(s) in the event of long-term illness, maternity leave, parental or family leave, other long-term absences, and any other entitled leaves;
- periods of heavy workload, which require an additional workforce for a fixed period of time;
- specific projects and/or tasks, to be performed on a temporary basis, which require specific competences which are not available within CEPOL;
- assisting different events, meetings and workshops, organized by CEPOL;
- receptions and welcoming events.

The overall objective of the Framework Contract is to provide CEPOL with the necessary temporary staff in a timely fashion and in line with the profiles requested.

b) Description of job requirements

CEPOL may need to call on the services of a temporary employment agency that will work in this capacity and is duly authorized to run its businesses in Hungary, to cover the further described temporary job requirements.

CEPOL might request temporary staff in a variety of activities within 4 (four) job categories. The following profiles are not exhaustive, they are indicative of the type of assignments likely to arise:

Temporary staff category	Profiles	Minimum educational requirements
Category I Technical support level	Support in the areas of: <ul style="list-style-type: none"> ▪ Reception and switchboard; ▪ Data input; ▪ Driver; ▪ Handyman; ▪ Other facility tasks. 	Completed compulsory education and appropriate professional experience of one year.
Category II Technical assistant level	Support in the areas of: <ul style="list-style-type: none"> ▪ Finance and Procurement ▪ Human Resources; ▪ Organization of meetings and events; ▪ Clerical and secretarial support; ▪ Information and dissemination; ▪ Document management, filing and archiving; ▪ Data input; 	Secondary education attested by a diploma giving access to postsecondary education and appropriate professional experience of one year.

Temporary staff category	Profiles	Minimum educational requirements
	<ul style="list-style-type: none"> ▪ IT and logistics technical support; ▪ Travel and mission arrangement; 	
Category III Assistant level	Support in the areas of: <ul style="list-style-type: none"> ▪ Human Resources; ▪ Administration; ▪ IT help desk and/or Web; ▪ Communication; ▪ Finance, Procurement and/or Legal. 	Post-secondary education attested by a diploma OR Secondary education attested by a diploma giving access to postsecondary education and appropriate professional experience of two years.
Category IV Administrator level	Organization and coordination in the areas of: <ul style="list-style-type: none"> ▪ Project Management; ▪ IT programming and/or Web; ▪ Communication; ▪ Administration; ▪ Human Resources; ▪ Finance, Procurement and/or Legal. 	Completed university studies of at least three years attested by a diploma and appropriate professional experience of at least one year.

In addition to the minimum requirements, the temporary staff will be required to have a very good command of English language, both written and oral (minimum C1 level of the Common European Framework of Reference for Languages). English is the working language of CEPOL. For specific activities, the knowledge of other European Union languages might also be required.

For all categories, computer literacy and in particular a good knowledge of MS Outlook, MS Office and Internet Explorer are required.

Specific training and experience: to be defined for each specific job and within the limits mentioned in the table.

Additional profiles may be requested, if CEPOL considers it necessary during the implementation of the Framework Contract and its specific contracts.

By requesting temporary staff, CEPOL will define the job description for the assignment, the skills and qualifications required, and the expected timeframe (starting date and duration). The duration may last from a few weeks up to several months, but normally is not anticipated to exceed 6 months.

c) Place of performance of services

The services have to be performed at the new CEPOL premises in Budapest, Hungary.

Travel time, travel costs, subsistence allowance or any other costs sustained by the temporary staff in order to work at CEPOL's premises will not be reimbursed by CEPOL to either the temporary staff or the contractor.

However, in certain cases, temporary staff might be required to travel on business mission on behalf of CEPOL. In such cases CEPOL will cover the travel costs, subsistence allowance or any other related costs in accordance with CEPOL's applicable travel rules and guidelines.

d) Working hours

Working hours for temporary staff shall be the same as those in force at CEPOL and in line with the Staff Regulations⁴, except for provisions related to flexitime and teleworking, that are not applicable to temporary staff, except in extraordinary circumstances duly authorized by CEPOL. If the Staff Regulations are changed, the working hours of the temporary staff will be changed accordingly.

According to the needs of the service, temporary staff may be subject to special working hours appropriate to the functions they perform. The duration of the working week is 40 hours, i.e. 8 hours per day from Monday to Friday (from 8:30 to 12:30 and from 13:30 to 17:30). Lunch break would be from 12:30 to 13:30.

Working at CEPOL, temporary staff shall work subject to CEPOL public holiday calendar, which differs from the Hungarian public holiday calendar to a certain extent. CEPOL has from 17 to 19 holiday days per year⁵. As an indication, in 2017 the following days will be CEPOL public holidays:

2 January	Monday, day following New Year's Day
15 March	Wednesday, Hungarian National Day- 1848 Revolution Memorial day
13 April	Maundy Thursday
14 April	Good Friday
17 April	Easter Monday
1 May	Monday, Labour day
9 May	Tuesday, Anniversary of the Declaration made by President Robert Schuman in 1950
25 May	Thursday, Ascension Day
26 May	Friday, day following Ascension Day
5 June	Whit Monday
15 August	Tuesday, Assumption Day
23 October	Monday, 1956 Revolution Memorial Day
1 November	Wednesday, All Saints' Day
2 November	Thursday, All Souls' Day
25 December to 29 December	(Monday-Friday, 5 end-of-year days)

⁴ http://ec.europa.eu/civil_service/docs/toc100_en.pdf

⁵ In case a Hungarian public holiday is a working day in CEPOL, temporary staff may choose among the following options: a) working voluntarily, not requesting compensation; b) exchanging that date with a CEPOL public holiday which is working day in Hungary with prior and written approval of his/her superior; c) requesting leave for that day.

CEPOL will inform the contractor at the end of year N-1 of the schedule of CEPOL public holidays for the year N.

CEPOL's Unit where the temporary staff will be attributed will check the hours worked and will be responsible of the signature of the time sheets (the template to be agreed by CEPOL and the contractor), which will be later attached to the contractor's invoice. This will be the responsibility of each Head of Department/Unit or the respective administrative manager.

e) Remuneration of temporary staff

Under the terms of Article 5 Paragraph 1 of Directive 2008/104/EC of the European Parliament and of the Council of 19 November 2008 on temporary agency work⁶ the basic working and employment conditions of temporary agency workers shall be, for the duration of their assignment at a user undertaking, at least those that would apply if they had been recruited directly by that undertaking to occupy the same job. The basic working and employment conditions means working and employment conditions laid down by legislation, regulations, administrative provisions, collective agreements and/or other binding general provisions in force in the user undertaking relating to the duration of working time, overtime, breaks, rest periods, night work, holidays and public holidays and pay.⁷ The working conditions and employment regulations shall apply inter alia to work remuneration. The remuneration of temporary staff to be applied under this contract is the European Union institution contractual agent remuneration scale applicable under the terms of Conditions of Employment of Other Servants of the European Communities (Annex X shows a summary table of the remuneration applicable in 2016 with effect from 1 July 2016).

CEPOL will determine the category of each position based on the nature and importance of the functions, while the level based on the specific professional experience must be accredited by the contractor (i.e. the temporary employment agency) in the same way as in the rules applied when allocating a level to contractual agents. The gross monthly remuneration of the temporary staff will be obtained by applying the correction coefficient applicable for Hungary (which is 0.70 for 2016) to the basic monthly salary as defined in Annex X to these tender specifications.

Where the duration of assignment is less than one month or where the temporary staff does not work the full working hours (in accordance with paragraph d) above), the gross monthly remuneration will be calculated on a pro rata basis.

The following table provides examples of indicative gross monthly remuneration of temporary staff in force for 2016, which is subject to update (upwards/downwards) each year:

⁶ <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2008:327:0009:01:EN:HTML>

⁷ Article 3 Paragraph 1 (f) of the Directive 2008/104/EC of the European Parliament and of the Council of 19 November 2008 on temporary agency work

Category	Level (grade)	Experience	Basic salary
Group I	1	-	1.970,92
Group II	4	up to 7 years	2.046,33
	5	more than 7 years	2.315,36
Group III	8	up to 7 years	2.619,87
	9	more than 7 years	2.964,22
	10	more than 15 years	3.353,83
Group IV	13	up to 7 years	3.353,84
	14	more than 7 years	3.794,69
	16	more than 20 years	4.857,84

Basic salary: to be weighted by the applicable weighting factor/correction coefficient for Hungary, Budapest. Since 1 July 2016, it is 0,70. Every year in December the weighting factor changes and apply retroactively as of 1 July of that year.

This gross monthly remuneration must be broken down, on the pay slip of the temporary staff member, into the payment items. The contractor must be able to justify, at any time and upon the request of CEPOL or the temporary staff member, that the gross monthly payment shown on the pay slip or, if appropriate, the total gross remuneration paid throughout the contract to a temporary staff member is consistent with the gross monthly remuneration calculated as described above.

f) Situation of temporary incapacity of temporary staff

Temporary staff who is in a situation of temporary incapacity due to illness must notify both the contractor and CEPOL, of their unavailability on the first day of absence. In case of illness they are bound to provide a corresponding doctor's note. Staff in a situation of temporary incapacity will continue to receive their salary as laid down in the legislation. The contractor will be responsible for paying the salary without any repercussions on the invoicing.

When it is estimated that the incapacity will last 10 (ten) days or more, the contractor must make a replacement available to CEPOL. From the moment when it becomes aware of these circumstances, the contractor will be allowed a maximum term of 5 (five) working days to submit to CEPOL CVs of 3 (three) potential replacements with the required qualifications and experience, and, once a candidate has been chosen by CEPOL, the contractor shall make him or her available as soon as possible within a minimum of 15 (fifteen) working days and maximum of 30 days. Any such replacement will not involve any additional cost to CEPOL.

In case of incapacity due to personal or professional contingencies, the contractor is obliged to provide a competent replacement person, as per the request of CEPOL. For such replacements the same selection procedure and deadlines shall apply. Any such replacement will not involve any additional costs to CEPOL.

g) Personal data

The execution of the Framework Contract will require the processing of personal data (in particular, the data of temporary staff) by the contractor. When processing this data, the contractor(s) is bound to observe scrupulously the applicable Hungarian legislation on data protection.

The processing of personal data by CEPOL for the purpose of implementing this procurement procedure is subject to Regulation (EC) No. 45/2001.

h) Occupational risk prevention

Before any worker is made available to CEPOL, the contractor must have provided him or her with relevant training in occupational risk prevention.

CEPOL has its own health and safety measures in place, which applies to interim staff by analogy. CEPOL provides regular health and safety training related to the specific work area and conditions to its employees, including temporary staff.

The contractor undertakes to inform CEPOL in writing, as quickly as possible, of any occupational accident suffered by its workers during the performance of the services covered by this contract. It shall enclose a report stating the causes of the accident and explaining whether the measures laid down in the applicable law on the subject were adopted to avoid it.

i) Security and confidentiality requirements

The temporary staff shall comply with CEPOL's security rules.

CEPOL may request temporary staff to provide a certificate of good conduct or equivalent (e.g. criminal records). In such case, CEPOL will specify this requirement in the job description.

The temporary staff will be requested to sign the CEPOL confidentiality agreement.

j) Responsibilities of the contractor (the temporary employment agency)

The contractor shall:

- perform with high level of professionalism, human resources competence and good service manner. The contractor must ensure that any staff performing under the contract has the professional qualifications and experience;
- comply with all the relevant Hungarian labour legislation, taxes, health insurance, social and pension contributions;
- ensure that temporary staff follow and obey the internal regulations and rules of CEPOL, is acknowledged with job description and any additional requirements, which may be applicable to the temporary staff;

- be responsible for mandatory medical check-ups for the temporary staff members;
- ensure the fulfillment of all legal and financial obligations towards the temporary staff. CEPOL may not under any circumstances be considered the temporary staff's employer;
- be able to communicate in a timely manner. The contractor's response time to requests or enquiries from CEPOL shall not exceed 2 (two) working days;
- The contractor shall appoint a contact person (contract manager) within their organisation, who will handle communications with CEPOL, supervise and manage CEPOL's requests, and liaise with CEPOL. The nominated contact person (contract manager) must possess a very good command of English language (C1 level). English shall be used throughout the implementation of the contract for all communication, reports and other documentation;
- be in touch with CEPOL on any temporary staff issues;
- give at least 1 (one) month notice to CEPOL of any change in the contractor's team, i.e. contact person, responsible person for signature of the specific contracts etc.;
- have an office in Budapest, Hungary.

k) Invoicing

The invoicing shall be done on a monthly basis. The contractor shall attach to the invoice the timesheets signed by CEPOL.

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 name and surname of the temporary staff
- the job profile
- the invoiced period
- the total number of hours worked during the invoiced period
- the unit price and the total amount due
- the reference number of the framework contract
- the reference number of the specific contract
- the CPL number (provided by CEPOL on the order form)
- if any VAT is applicable, the amount must be shown separately
- CEPOL is in the process of moving towards the use of the e-PRIOR platform for its ordering and payment processes. Current expectation is that e-Invoicing will be introduced in 2017 and CEPOL strongly recommends Contractors to use this for its invoicing of CEPOL. 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.1.3. VARIANTS

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

Variants are not permitted in this invitation to tender.

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

B.1.4. DIVISION INTO LOTS

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

B.2. CONTRACT

B.2.1. TYPE OF CONTRACT

CEPOL wishes to conclude a framework service contract with a single economic operator for the supply of services specified in the Section B.1. of the Tender Specifications.

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

Signature of the framework service contract imposes no obligation on CEPOL to purchase any minimum quantity of supplies. Only implementation of the framework contract through order forms is binding on CEPOL.

The details of the signature of specific contracts are detailed below.

a) Candidate requests (Step 1)

The initial request for candidates from CEPOL will be sent by e-mail to the contractor's e-mail address specified in Article I.8 of the Framework Contract. This will contain the job requirements for the position to be filled, estimated duration of the assignment, training requirements, experience etc., and the maximum term for submission of documents for each

candidate (minimum 10 (ten) and maximum of 30 (thirty) calendar days, depending on the type of profile). As a minimum requirement, these documents must include Curriculum Vitae (CV) using the EUROPASS CV format. The CV format can be downloaded from:

<http://europass.cedefop.europa.eu/en/documents/curriculum-vitae>.

The contractor shall identify suitable candidates. The contractor may advertise the requested profile(s), using media adverts, newspapers, websites, and/or online job portals. The contractor must present candidates that match the requested profile description. The contractor must ensure that the proposed candidates possess the necessary professional qualifications for the duties to be carried out.

By the deadline laid down in the request (minimum 10 (ten) and maximum of 30 (thirty) calendar days, as specified in the request), the contractor must submit a minimum of 3 (three) and a maximum of 5 (five) candidates who meet the stated job requirements, indicated in order of priority.

Unsolicited applications by the contractor are not permitted. They must refrain from submitting candidates unless they have received a request from CEPOL.

The contractor must work in close and regular cooperation with responsible Units of CEPOL. The contractor works under his capacity and responsibility and does not represent CEPOL.

b) Selection of the successful candidate and award of specific contract (step 2)

CEPOL will notify the contractor of the names of the candidates that CEPOL wishes to interview and the dates and times of the interviews, based on information received from the contractor. The candidates must be available for interviews at CEPOL premises within a short notice (minimum 1 (one) working day and maximum 3 (three) working days).

The quality of the candidates offered will be assessed, checking CVs in the interviews and the suitability of the candidates for the profile, requirements and knowledge set out in the request.

CEPOL is not obliged to select a candidate and reserves the right to reject all proposed candidates if they do not meet requirements.

The specific contract will be awarded once a suitable candidate has been selected by CEPOL. The selection of the candidates, based on the CV, the tests and the interviews, will be done on the basis of the requirements predefined in the request submitted by CEPOL. The candidate who is suitable and best meets the requirements will be selected.

c) Signature of specific contract (step 3)

Once a candidate has been selected for the job, CEPOL and the contractor will agree on the salary scale that should be applicable to CEPOL for the particular staff category, and the specific contract will be drawn up based on the model contract between the contractor and CEPOL.

The contractor must provide to CEPOL the proof of the temporary staff's lawful employment - such as employment contracts (including the agreed wages). Additionally the following documents may be requested by CEPOL:

- information on the risk specific to the job to be carried out, duly signed by the worker;
- evidence of training in occupational risk prevention held by the worker, duly signed by the worker;
- CEPOL confidentiality agreement, duly signed by the person who will provide the service.

The required documents documentation shall be sent to CEPOL at the latest 2 (two) days prior the date the temporary staff is supposed to take up duties.

Within 5 (five) working days of a specific contract being sent by CEPOL to the contractor, CEPOL shall receive it back, duly signed and dated.

Once the specific contract has been signed by both parties, it will be considered a firm order and will determine the start of contractual obligations. A temporary staff cannot begin work at CEPOL until the specific contract between CEPOL and the contractor has been signed by both parties.

Candidates proposed must be available at the start of the assignment and also be able to work at CEPOL premises, for the required period.

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**.

The model Specific Contract is attached as Annex III of the Model Framework Contract.

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 price of the services to be paid to the contractor will be the result of applying the coefficients (commission) offered by the contractor (in their Financial Proposal, see Annex III) to the gross monthly remuneration of the temporary staff, in accordance with the following formula:

$$P = G * C$$

where:

P = the price of the services

G = the gross monthly remuneration of the temporary staff

C = the coefficient (commission) offered by the contractor in their financial proposal.

For informative purposes only the indicative gross monthly remunerations of the temporary staff (for 2016) are given in paragraph e) of Section B.1.2 point (e) of these tender specifications, and the basic monthly salaries applicable by the CEPOL (for 2016) are detailed in Annex X.

The coefficients (commissions) applied must cover all the contractor's expenses, all contractor's contributions and any other contractor's payments established by law⁸. Coefficients shall be fixed throughout the duration of the Framework Contract.

The coefficients (commissions) offered by the contractor shall be fixed for the duration of the contract and shall not be subject to 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.

⁸ In case of temporary incapacity of the temporary staff, as described under paragraph B.1.2.f; the related expenses are covered by the contractor's coefficient in accordance with the relevant provisions of the Hungarian Labour Law.

B.2.5. VOLUME OF THE CONTRACT

CEPOL estimates, without this being binding, that the aggregate value of all specific contracts signed during the initial duration of 12 months of the framework contract shall not exceed EUR 400,000 (excluding VAT) and that the aggregate value of all specific contracts signed over the maximum possible duration of 48 months of the framework contract shall not exceed EUR 1 600 00,000.

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) No 1268/2012⁹ on the rules of application of Regulation (EU, EURATOM) No 966/2012¹⁰ of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union).

B.2.6 PAYMENT

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

The currency of payment will be the Euro.

B.2.7. CONTRACT IMPLEMENTATION TIMETABLE

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

The estimated date for signature of the contract is February 2017.

After the signature of the contract, a kick-off meeting will be held at CEPOL premises in Budapest, Hungary, in order to settle all the details of the contract performance. It is expected that the contract manager, responsible for the implementation of the framework contract, will be present at the meeting.

A performance review meeting with regards to the framework contract will be held once per year at CEPOL premises.

Performance review meetings in respect of the specific contracts may also be held at the request at CEPOL.

⁹ As amended by Commission Delegated Regulation (EU) 2015/2462 of 30 October 2015.

¹⁰ As amended by Regulation (EU, Euratom) 2015/1929 of the European Parliament and of the Council of 28 October 2015.

Action	Timetable
Signature of the framework contract	Reference date
Kick-off meeting	Reference date + 1 week
Signature of specific contracts	As and when required by CEPOL during the period of validity of the framework contract
Framework contract performance review Meeting	Once per year

B.3. THE CONTENT OF THE TECHNICAL PROPOSAL

Tenderers must submit their technical proposal using the **Technical Proposal Form (see Annex II)**.

B.4. THE CONTENT OF THE FINANCIAL PROPOSAL

The tenderers must use the **Financial Proposal Form (see Annex III)** in preparing their financial proposals and the form must be signed by an authorised representative of the tenderer.

Tenderers should fill in the table in the Annex III indicating four coefficients to be applied to the gross monthly remuneration of the temporary staff depending on the staff category, (i.e. for Staff Category I – coefficient A; for Staff Category II - coefficient B; for Staff Category III - coefficient C; for Staff Category IV - coefficient D). **Each coefficient (A, B, C and D) quoted by the tenderer cannot exceed 1,75. Tenders with higher coefficients will be rejected.** Tenderer must indicate coefficients with maximum 2 (two) decimal digits.

Based on the provided coefficients A, B, C and D the tenderer must calculate the “Average Coefficient” as it is prescribed in Annex III. The “Average Coefficient” will be used for evaluation of financial offer only and will not be used for calculation of the price during the contract implementation. Only the coefficients A, B, C and D will be used for calculation of the price during the contract implementation.

The price of the services to be paid to the contractor will be the result of applying the coefficients (commission) offered by the contractor (to the gross monthly remuneration of the temporary staff), in accordance with the following formula:

$$P = G * C$$

where:

P = the price of the services

G = the gross monthly remuneration of the temporary staff (basic salary multiplied by the correction coefficient)

C = the coefficient (commission) offered by the contractor in their financial proposal.

For informative purposes only the indicative gross monthly remuneration of the temporary staff (for 2016) are given in paragraph e) of Section B.1.2 point (e) of these tender specifications, and the basic monthly salaries applicable by the CEPOL (for 2016 are detailed in Annex X).

The coefficients applied must cover all the contractor's expenses directly or indirectly related to the performance of the contract (e.g. cost of administration, contract management costs, etc.), all contractor's contributions and any other contractor's payments established by law. Coefficients shall be fixed throughout the duration of the Framework Contract.

The aggregate value of price paid by CEPOL may not exceed the total maximum amount for the duration of the Framework Contract as it is stated in Section B.2.5 of these tender specifications.

CEPOL, pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union, is exempt from all duties, taxes and dues, including value added tax (VAT). Such charges may not therefore be included in the calculation of the price quoted.

VAT exemption is granted to CEPOL by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption. For those countries where national legislation provides an exemption by means of reimbursement, the amount of VAT is to be shown separately. In case of doubt about the applicable VAT system, it is the tenderer's responsibility to contact his or her national authorities to clarify the way in which CEPOL is exempt from VAT.

CEPOL will reject tenders where no financial offer is proposed.

The currency of the contract will be the Euro.

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

B.5. ASSESSMENT OF TENDERERS AND TENDERS

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

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

B.6. ASSESSMENT OF TENDERERS: ELIGIBILITY AND CAPACITY

B.6.1. ELIGIBILITY OF THE TENDERER: EXCLUSION CRITERIA

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

Evidence to be provided:

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

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

- For situations described in (a), (c), (d) or (f), production of a recent extract from the judicial record is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the person showing that those requirements are satisfied.
- For the situation described in point (a) or (b), production of recent certificates issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the person is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions. Where any document described above is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.
- If the person already submitted such evidence for the purpose of another procedure, its issuing date does not exceed one year and it is still valid, the person shall declare on its honour that the documentary evidence has already been provided and confirm that no changes have occurred in its situation.

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

B.6.2. CAPACITY OF THE TENDERER: SELECTION CRITERIA

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

a) 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 **300,000.00 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 IV**, dated and duly signed by the legal representative of the tenderer.

Only the successful tenderer shall provide the following evidence:

- 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 be authorised, under the national law of the European Union member state where they are registered, to provide temporary employment agency 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 IV**, dated and duly signed by the legal representative of the tenderer.

Only the successful tenderer shall provide the following evidence:

- Proof of registration in the professional register of temporary employment agencies under the conditions laid down in the national law of the European Union member state where the tenderer is established (in case of economic operators established in Hungary, legible photocopy of valid license issued by the relevant Hungarian authority)

b) The tenderer must have a minimum experience of at least 3 years in providing the services as stated in these Tender Specifications, in particular providing English speaking temporary staff to international organisations (both public and private sector)

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

Only the successful tenderer 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 3 contracts signed in the last three years with international organisations (both public and private sector), each amounting to at least 50,000 EUR per year, providing English speaking temporary staff with similar job profiles as requested in these tender specifications. The tenderer is requested to specify the following in regard of each contract:

Customer name and address

Contact name, email address and telephone number

Contract reference and brief description of service undertaken, including type of job profiles supplied

Contract value

Name(s) of sub-contractors and/or consortium members (if any) 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.
--

c) The tenderer must have a suitable organizational and staffing structure, available for the activities covered by the contract and ability to provide relevant administrative support. As a minimum the managerial staff and the members of the team proposed for the implementation of the contract must have at least 3 years of working experience in providing temporary employment agency services. The tenderer's nominated contact person (contract manager) must possess a very good command of written and spoken English language.

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

Only the successful tenderer shall provide the following evidence:

- organizational internal structure, the number of employees and the number of managerial staff;
- concise but informative curricula vitae (CVs) of relevant team members (in particular managerial staff and the members of the team proposed for the implementation of the contract)
- proof or certification that the nominated contact person (contract manager) possesses a very good command of written and spoken English language.

d) The tenderer must have quality management systems in place.

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

Only the successful tenderer shall provide the following evidence:

- Evidence that tenderer has implemented a quality management system(s) (for example ISO 9001 certification or equivalent or if not certified by a third party, a description of the implemented quality management system).

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

B.7.1 TECHNICAL EVALUATION

Once the tenderer has demonstrated the appropriate eligibility and capacity to perform the contract on the grounds of the exclusion and selection criteria, their tenders will be checked for compliance with the requirements described in **Section B.1. Technical Specifications** of these tender specifications. The tenders which do not meet all the mandatory requirements will be rejected.

B.7.2. AWARD OF THE CONTRACT

The contract will be awarded under the **automatic award procedure** to the tenderer who submits the tender which satisfies all the technical specifications and provides the lowest price, i.e. the lowest average coefficient (commission).

The average coefficient (commission) will be determined on the basis of the tenderer's financial offer (see Financial Proposal Form in Annex III).

Please note that each coefficient (A, B, C and D) quoted by the tenderer cannot exceed 1,75. Tenders with higher coefficients will be rejected.

B.8. TIMETABLE

Milestone	Deadline (*)	Notes
Deadline for sending requests for additional clarifications	2 February 2017	The modalities for sending requests for additional clarifications are specified in Section C.5.
Deadline for dispatching tenders	10 February 2017 15:00 hrs local time	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	14 February 2017	The modalities for attending and registering for the public opening session are specified in Section D.1.
Public opening session	17 February 2017 10:00 hrs local 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	Estimated
Signature of the contract	March 2017	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

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

1. A cover letter enclosing the Tender on the official letterhead paper of the Tenderer and signed by an authorised representative of the Tenderer. The cover letter shall contain:
 - The name and the designation of the person who is authorised to sign the contract on behalf of the tenderer;
 - The written statement on tenderer’s acceptance of the CEPOL’s model contract without reservations;
 - The confirmation that the period of validity of the tender is as required in 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 signed original, clearly marked as “ORIGINAL” 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. Should there be any discrepancies between the different copies submitted, the printed and signed version marked as “ORIGINAL” shall prevail.

Envelope C: Financial Proposal

Financial proposal duly filled in and signed by the tenderer's authorised representative, in one signed original, clearly marked as "ORIGINAL", and one electronic copy on CD, DVD or USB. Please use the Financial Proposal Form (see **Annex III**). 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:

Ref. No. CEPOL/PR/OP/2016/009

Title: Temporary Employment Agency Services in Budapest

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 one signed original of the the **Administrative documentation** and one electronic copy on CD, DVD or USB
- **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 Union Agency for Law Enforcement Training (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), 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 to 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 6 working days before the deadline for dispatching tenders.

C.5.1.2. AMENDMENT OF THE TENDER SPECIFICATIONS

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

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

N.B. The information concerning requests for clarifications and/or amendments of the Tender Specifications will be made available electronically on the CEPOL web site (<https://www.cepol.europa.eu/who-we-are/working-with-cepol/procurement>) 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 Technical and Financial proposals are signed on the front page and initialled on each page, as indicated in **Section C.1**,
5. the tender is submitted in the number of copies required in **Section C.3**.

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

D.1.2. MODALITIES TO ATTEND THE PUBLIC OPENING SESSION

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

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

Should a tenderer wish to be present, it shall inform CEPOL of the name of its representative by email (tenders@cepol.europa.eu), 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 technical and financial proposals against the award criteria and identifies the offer presenting the best value for money as explained in **Section B.7**.

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

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

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

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

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

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

E.1. JOINT OFFERS SUBMITTED BY CONSORTIA

E.1.1. INTRODUCTION

Groups of economic operators (consortia) are authorised to submit tenders (joint offers).

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 and documentation related to its legal capacity as specified in **Section B.6.2.1**;
- Documentation related to the authorisation to perform the contract under national law and technical and professional capacity of the tenderer (relating to the whole consortium in case of joint offers), as specified in **Section B.6.2.2**.

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.6.2.2**)
- 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 (Technical Specifications) to other economic operators, as long as the supplies and/or services are provided in accordance with the Tender Specifications and have no impact on the prices proposed in its financial proposal.

E.2.2. DOCUMENTATION / INFORMATION TO BE PROVIDED

The tenderer shall:

- (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 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 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.6.2.2.

E.2.3. EVALUATION

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

- *(if applicable)* the exclusion criteria (Section B.6.1) 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 in relation to the combined capacities of the tenderer and the subcontractor(s), as a whole, depending on the extent to which the subcontractor(s) will put their resources at the disposal of the tenderer for the performance of the contract;
- *(if applicable)* the selection criteria for the technical and professional capacity (Section B.6.2.2) will be assessed in relation to the combined capacities of the tenderer and the subcontractor(s), as a whole, depending on the extent to which the subcontractor(s) will put their resources at the disposal of the tenderer for the performance of the contract;
- The technical and financial evaluation of the offers (Section B.7) will be carried out in relation to the tender.

E.2.4. CONTRACT IMPLEMENTATION

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

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

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

Eligibility documentation (exclusion criteria)

The successful tenderer to whom CEPOL intends to award the contract will have to provide – within a time limit 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, is listed below and will be accepted in original only:

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

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

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

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

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

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

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

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

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

Capacity documentation (selection criteria)

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

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

LIST OF ANNEXES

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

ANNEX I. – MODEL CONTRACT

ANNEX II – TECHNICAL PROPOSAL FORM

ANNEX III – FINANCIAL PROPOSAL FORM

ANNEX IV – DECLARATION BY THE TENDERER

ANNEX V – IDENTIFICATION OF THE TENDERER

ANNEX VI – TENDER FORM

ANNEX VII – LEGAL ENTITY FORM

ANNEX VIII – FINANCIAL IDENTIFICATION FORM

ANNEX IX - CHECKLIST OF DOCUMENTS WHICH TENDERERS MUST SUBMIT

ANNEX X - SALARY SCALE OF EU BODY CONTRACTUAL AGENTS APPLICABLE TO THE CEPOL (FOR INFORMATION, 2016)