



## **TENDER SPECIFICATIONS**

### **Open Invitation to Tender**

**No. CEPOL/PR/OP/2014/002  
Travel Arrangement Services**

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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 procurement procedure is to conclude a framework contract with a Travel Agency able to provide the travel arrangement services and handle the volume of such services as detailed below.
Lots	This procurement procedure is <b>not</b> divided into lots.
Volume (maximum)	The maximum volume of the contract (all payments to the contractor) over a maximum possible duration of 48 months is estimated at: <b>8,500,000 Euro (excluding VAT)</b>  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) (f) 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).
Contracts	CEPOL will sign a framework contract with the successful tenderer, referred to as “Contractor” or “the Travel Agency” in the tender specifications. A Draft framework contract is included (see Annex I).
Duration of contract	12 months, renewable up to three times, each time for a 12 months period, thus the maximum possible contract duration is 48 months.
Main place of performance of services	From the Travel Agency’s business premises.
Variants	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 20 September 2005). CEPOL has an annual budget of 8.3 million euro (2014) 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.

On 6 May 2014 the Council of the European Union following a vote of the European parliament on 16 April 2014 decided that the agency is to be relocated from the United Kingdom to Budapest, Hungary.

CEPOL organises between 70–100 courses, seminars and conferences per year on key topics relevant to police forces in Europe. These activities are supported by online learning such as online modules and webinars as well as by specialised projects such as the CEPOL exchange programme for senior officers and trainers.

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

## A.3. WHAT IS PROCUREMENT?

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

The purpose is:

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

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

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

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

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



the rules of application of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union.

#### **A.4. CONFIDENTIALITY & PUBLIC ACCESS TO DOCUMENTS**

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

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

#### **A.5 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, Liechtenstein or Switzerland.

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 have the legal capacity to allow them to participate in this tender procedure (see section indicated in section B.6.2.1. 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. PURPOSE OF THE PROCUREMENT PROCEDURE AND SCOPE OF THE CONTRACT**

The purpose of this procurement procedure is to conclude a framework contract with a Travel Agency able to provide the travel arrangement services and handle the volume of such services as detailed below.

CEPOL requires a Travel Agency in order to make travel arrangement services (hereafter referred to as "Services) for the following type of travel:

- its staff members going on mission, specifically referred to as "mission";
- participants to CEPOL's activities travelling from the place of service to the course venue, specifically referred to as "participant travel"; and
- other persons travelling at the invitation of CEPOL, specifically referred to as "meetings",

collectively all travellers are referred to as "Traveller" in these tender specifications. Collectively an authorised business trip of a traveller is referred to as "Business trip" in these tender specifications unless a reference needs to be made concerning a specific type of travel as per indications under above bullet points.

The main services under the contract shall include, but not be limited to, booking, changing, cancellation of transport and accommodation reservations, visa assistance, 24 hours assistance, reporting as requested.

The below table shows an indicative annual volume of business trips, broken down between return flights (or other type of travel) and accommodation<sup>1</sup>, undertaken in 2013 by CEPOL:

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<sup>1</sup> Not all accommodation nights are booked through a Travel Agency

	<b>Flights</b>	<b>Accommodation (bed nights)</b>
CEPOL staff missions	280	200
Members of CEPOL network participating in CEPOL activities	2350	4500
Other persons travelling at the invitation of CEPOL	500	1000
<b>TOTAL</b>	<b>3130</b>	<b>5700</b>

The annual volume of business trips for the years 2015-2018 is expected to increase by 10-30% in comparison with 2013.

However please note that the above figures are indicative only and have no contractual value. The actual volume of services may vary depending on the needs of CEPOL.

It also has to be taken into account that requirements for travel services are not distributed evenly throughout the year. Peak periods are April-mid June, mid-August-October.

The maximum contract volume (all payments to the contractor) over its total possible duration of 48 months is estimated at **8,500,000 Euro**.

<b>B.1.2. DESCRIPTION OF THE SUBJECT OF THE CONTRACT AND GENERAL REQUIREMENTS</b>
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The business trips will take place mainly in the European Union member states; however services across Europe and beyond are required. Travel arrangements will be made on the basis of the most convenient trip (shortest schedule possible in terms of the time schedule from departure to destination) at the best possible price, according to the provisions mentioned below.

As a minimum provision of the following services is required:

- Booking, issuing and delivery of flight/train/ferryboat tickets, where applicable with the competent CRS (Computer Reservation Systems);
- Electronic ticketing
- Booking of accommodation (hotel rooms) on various board basis (bed & breakfast, half-board, full-board)
- Booking of meeting facilities and ancillary services (e.g. catering for participants to the meetings);
- Providing assistance in obtaining visas;
- 24 hours assistance to travellers;
- Booking of local transportation services.





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

Occasionally the Travel Agency may be required to provide other travel arrangement services not listed above (e.g. car rental arrangements, providing information on public transport means at the place of meeting and other information of importance to the traveller).

The biggest volume of foreseen transactions consists of issuing of flight tickets and booking of accommodation (See Annex III – Financial Proposal Form). Out of all travel services, the largest share is related to provision of travel arrangements for participants to CEPOL training activities, i.e. participant travel. Different rules are applicable to various types of travel. The rules have to be strictly adhered to, exceptions can be made only if authorised by authorised CEPOL staff.

The Travel Agency shall provide the different travel options and rates available, taking into account the requirements of the business trip as indicated by CEPOL.

Travel must be organised so that the business trip lasts as short a time as possible given the means of transport used and is as cost-effective as possible.

The services will be provided from the Travel Agency's business premises.

In providing the services, the Travel Agency shall follow the rules of:

- for missions - the Mission Guide of CEPOL which is available in annex X;
- for participant travel as set out in annex XI;
- for meetings as defined in annex XII;

The following validation requirements apply:

- all mission travels have to be validated by authorised CEPOL staff<sup>2</sup>;
- participant travel and meetings:
  - every flight exceeding the established rate of EUR 400 has to be validated by authorised CEPOL staff prior to booking;
  - every 10<sup>th</sup> flight below EUR 400 has to be validated and approved by authorised CEPOL staff prior to booking; it is the Travel Agency's responsibility to request this validation;
  - travel by other means than air shall be authorised only by authorised CEPOL staff prior to booking;
  - accommodation where rates are above the ceilings established in the Mission Guide of CEPOL shall be authorised only by authorised CEPOL staff prior to booking.

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

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<sup>2</sup> The names of the authorised CEPOL staff will be communicated to the Travel Agency after signature of the contract

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

#### **B.1.3.a. Issuing tickets for travellers**

The Travel Agency must be able to issue and deliver tickets for all air (mainly), rail, sea and road travel, as requested by CEPOL, at the best possible price (combining the most direct and least expensive routes to achieve cost effectiveness). If requested, other alternatives should be proposed.

The Travel Agency may be required to use CEPOL CRM based travel management application to access travel request forms and record bookings and related correspondence. If such use would be requested CEPOL will provide the Travel Agency with relevant training material and start-up training session. Any further training of new new staff should be arranged by the Travel Agency internally.

Unless otherwise instructed, reservations shall always be made in Economy class, at the most cost effective and convenient trip and at the best available market price. Low cost airlines, e.g. EasyJet, Ryanair, Wizzair, etc, shall be considered unless authorised CEPOL staff instructs otherwise, particularly where low cost airline is the only option for a direct flight. If a low cost airline is chosen, seat and one checked-in bag shall be always booked.

Preference should also be given to the scheduled flights over charter flights.

The requests for services will be sent to the Travel Agency by the authorised CEPOL staff members in writing by email and will include the commitment<sup>3</sup> number and the necessary information to be taken into account.

#### **Missions**

Request to book travel will be sent by CEPOL staff member indicating all requirements.

Response to requests for services shall be provided by e-mail to the same staff member within 2 hours during the CEPOL business hours from the time of original inquiry, at which time CEPOL shall receive routing options and relevant cost quotations. Occasionally (in case of urgent requirements) CEPOL may ask the Travel Agency to provide a response within a shorter period of time, therefore the Travel Agency shall be able to respond within a period of time as short as 30 minutes. The CEPOL staff members will then confirm the choice of the travel option and will ask the Travel Agency to put the ticket "on hold" pending approval of the selected travel by authorised CEPOL staff member. Only when such an approval is received the Travel agency can proceed with issuing tickets. The Travel Agency shall inform the CEPOL staff member and authorised CEPOL staff member for how long the ticket can be kept "on hold". If the offered travel options are not suitable, the CEPOL staff member may request alternative proposals. For more details on the ordering process see section B.1.4.f. – Ordering process of the tender specifications.

Upon receipt of the confirmation of the choice of the travel option and of the request to issue the ticket from CEPOL, the Travel Agency shall issue and deliver the electronic (where applicable) travel ticket within 1 hour (during the normal business hours) or within 15

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<sup>3</sup> The commitment numbers will be used for the purpose of grouping missions on invoices (for more details see section **B.1.4.g. Invoicing** of the tender specifications).



minutes (in urgent cases). The electronic tickets shall be sent by email to the authorised CEPOL staff member and CEPOL staff member.

### **Participant travel**

Authorised CEPOL staff member will send to the Travel Agency a pack of 30-35 travel requests related to one activity by e-mail or through the travel management application. The e-mail will indicate the general requirements for the activity, such as location, start and end time, which have to be taken into consideration when Travel Agency is choosing flights for participants. Additional travel requests related to the same event will be sent to the Travel Agency if needed.

Other rules and guidelines are given in Annex XI. All requests for travel other than air and all requests for changes must be authorised by authorised CEPOL staff member. In principle all contacts with course event organisers shall be conducted only by authorised CEPOL staff, except in emergency situations, e.g. flight cancellations, airline strikes, etc.

Travel Agency will book flights on the basis of information provided and in line with the rules laid down above, in line with the Annex XI and obtain validations as stipulated under B.1.2. It will contact participants for their agreement in case of inconvenient flights such as starting very early or having more than two connections (see Annex XI).

Travel Agency having booked the travel will forward the ticket to the following addressees:

- Authorised CEPOL staff
- Participant
- CEPOL National Contact point of the country where the participant comes from.

The average time for completion a pack of 30-35 flights shall be no longer than 2.5 working days. For last minute participant travel changes an urgent response time of 30 minutes shall apply.

### **Meetings**

Authorised CEPOL staff member will send to the Travel Agency a pack of travel requests related to one meeting by e-mail. The e-mail will indicate the general requirements for the meeting, such as location, start and end time, which have to be taken into consideration when Travel Agency is choosing flights for participants. Additional travel requests will be sent to the Travel Agency if needed. In case of some meetings, travel requests will be sent one by one. Key rules are given in Annex XII.

Travel Agency having booked the travel will forward the ticket to the following addressees:

- Authorised CEPOL staff
- Participant
- CEPOL National Contact point of the country where the participant comes from, if applicable.

The times for completion of a pack of travel requests and for last minute travel changes shall be the same as for the participant travel.

### **General conditions applicable to all types of travel**

In the exceptional cases when travel tickets cannot be delivered electronically they should be delivered in paper to the premises of CEPOL or directly to the traveller with a copy sent to CEPOL no later than 72 hours before the time of departure.

Other types of tickets, e.g. rail, bus, ferryboat etc., shall be delivered as appropriate in either paper or electronic form within the respective timeframes mentioned above. Preference is given to electronic tickets when available or applicable.

As a last resort tickets may be made available for collection by the traveller on business trip, in paper form, at the point of departure (e.g. airport, train station, port). No additional charge should be made for this delivery service.

The Travel Agency shall send separate tickets for each traveller on business trip. The tickets should contain information on:

- Name of the traveller;
- Complete itinerary;
- Ticket class;
- Fare and tax details, including fare calculation details and additional data such as flight codes;
- Fare restrictions, change or refund permissions;
- Baggage allowance;
- Carriage terms and conditions;
- Visa requirements
- Other relevant information.

#### **B.1.3.b. Arranging accommodation for travellers**

When requested, the Travel Agency shall arrange hotel accommodation for travellers, within the hotel price ceilings specified in the CEPOL Mission Guide (see Annex X). Convenience (proximity to the mission venue) should also be taken into account. The Travel Agency shall be able to book accommodation on various board bases, e.g. room only, bed and breakfast, half or full board. Occasionally Travel Agency will be required to arrange group bookings.

To this end the Travel Agency shall have at its disposal a broad selection of hotels across Europe, including hotels applying special prices as granted to the European Commission servants.

The category of the proposed hotels shall be minimum 3 (\*\*\*) stars, provided that the offers do not exceed the hotel price ceilings specified in the Mission Guide (see Annex X).

The requests for services will be sent to the Travel Agency by the authorised CEPOL staff members or CEPOL staff members in case of missions, in writing, by email and will include the reference of the business trips (Commitment and mission number, as applicable) and the necessary information to be taken into account. Response to requests for services should

be provided by e-mail within 2 hours during the normal CEPOL business hours from the time of original inquiry, at which time CEPOL shall receive accommodation options and relevant cost quotations. Occasionally (in case of urgent requirements) CEPOL may ask the Travel Agency to provide a response within a shorter period of time, therefore the Travel Agency shall be able to respond within a period of time as short as 30 minutes. Authorised CEPOL staff members will then confirm the choice of the accommodation option or will request alternative proposals (if needed) (for more details on the ordering process see section B.1.4.f. – Ordering process of the tender specifications).

Upon receipt of the confirmation of the choice of the accommodation option from the authorised CEPOL staff member, the Travel Agency shall book the accommodation and shall send the booking confirmation by email to the authorised CEPOL staff members within 1 hour (during the normal business hours) or within 30 minutes (in urgent cases).

The Travel Agency must be able to settle the hotel bill (cost of the accommodation and/or meals) directly with the hotel if required by CEPOL (this is a mandatory requirement).

#### **B.1.3.c. Booking of meeting venues**

When requested, the Travel Agency shall arrange the booking of meeting venues and ancillary services (e.g. catering for participants). The process of requesting the services and confirmation of the CEPOL's choice as describes in the above section will be applied by analogy.

The Travel Agency must be able to settle the bill for the meeting room and ancillary services directly with the hotel, if required by CEPOL (this is a mandatory requirement).

#### **B.1.3.d. Providing assistance in obtaining visas for travellers**

Where any person on mission by reason of his/her nationality requires a visa for a business trip, the Travel Agency shall endeavour and possibly mediate with the appropriate visa issuing authorities to obtain such a visa before the departure date.

The Travel Agency shall provide visa requirement information in all applicable cases. This information shall be included in the travel ticket.

#### **B.1.3.e. Providing information on public transport means at the venue of meeting**

Upon request the Travel Agency shall send information on the public means of transport and more specifically timetables of bus, metro and train available from and to the airport, from and to the hotel as well as within the city of the meeting.

#### **B.1.3.f. Providing local transportation services at the place of meeting**

Upon request the Travel Agency shall book local transportation services (e.g. taxi, minibus, coach) at the place of the meeting. The Travel Agency must be able to settle the invoice for such services directly with the service providers if required by CEPOL (this is a mandatory requirement). If the local transportation service providers require a contract to be signed prior to providing the services, such contracts shall be concluded between the Travel Agency and the service providers. In no case will CEPOL enter into a contract with the local transportation service providers.

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

##### **B.1.4.a. Working hours**

The Travel Agency must be able to provide the aforementioned services, including the delivery of tickets to CEPOL, during normal working hours (Monday to Friday 8:30-17:30, CET).

Ability to provide services outside the normal working hours (out-of-hours), as well as during weekends and holidays will be considered advantageous in the evaluation of tenders.

CEPOL public holidays may differ from national holidays. CEPOL will provide the list of its holidays in due time after signature of the contract.

The Travel Agency must be able to guarantee emergency assistance / hotline services 365 days per year, 7 days per week and 24 hours per day and the name(s) of (a) contact person(s) and telephone number(s) must be provided after the signature of the contract (this is a mandatory requirement).

The Travel Agency must provide assistance to persons on mission and inform them immediately of any changes, cancellations or problems with their travelling.

##### **B.1.4.b. Cancellation**

In case of cancellation by CEPOL at a short notice, the Travel Agency will endeavour to minimise any penalties to be incurred by CEPOL. No penalties attributable to a fault of the Travel Agency will be accepted.

##### **B.1.4.c. Communication of interest to CEPOL**

The Travel Agency will inform CEPOL immediately of upcoming changes in scheduled flights, new routes established to/from frequent destinations, possible new regulations applicable, planned strikes, or other events which may affect travels of persons on mission.

The Travel Agency should ensure that travellers are informed in due course of any delays, changes, cancellations or bad weather conditions, which will affect the travelling schedule.

##### **B.1.4.d. Confidentiality of information**

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

The Travel Agency is bound by standard confidentiality obligations. (See also Article II.9 of the Draft Framework Contract attached in Annex I).

##### **B.1.4.e. Statistics**

The contractor may be asked to submit detailed overviews of the services provided to CEPOL at the end of each semester. Such statistics may include number and type of transactions ordered by CEPOL, number of ticket purchases by CEPOL per month, number of hotel nights booked, etc. as well as expenditure under the contract by month.

##### **B.1.4.f. Ordering process**

Ordering process and delivery of services will be ensured through exchange of emails (request for service) between CEPOL and the Travel Agency throughout the validity of the Framework Contract.



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

The requests for services will be sent to the Travel Agency either by the authorised CEPOL staff members (as notified in advance) or by CEPOL staff member in case of missions.

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

- value for money (cheapest option of suitable flights);
- quality of the itinerary of the chosen travel.

In case the authorised CEPOL staff member refuses to validate the selected flight, justification will be given and re-quote requested. Number of refused validations versus total bookings will be assessed quarterly. Results of quarterly validations will be used for annual assessment of quality of services assisting CEPOL in decision on renewal of the contract.

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

- Issuing of tickets (air/rail/sea/road);
- Booking of accommodation;
- Information on public transport means;
- Booking local transportation services; etc.

The Travel Agency shall send all offers pertaining to one request in a single email.

A request for services for which a confirmation was issued by CEPOL (as described above) is a “confirmed request for services” and is binding on both CEPOL and the contractor.

#### **B.1.4.g. Invoicing**

The Contractor shall submit on a monthly basis one invoice per each commitment number. The invoice shall cover all the services executed during the previous month under the commitment number in question. The payment will be done in accordance with the relevant provisions of the Model Contract (**Annex I**). In particular, the invoice shall specify the total amount due, the month and year to which the invoice refers and shall contain the Framework Contract reference number.

The invoice shall be accompanied by a detailed itemised report listing each service provided during the month in question. Each item must specify as a minimum the following:

- Mission number (where applicable)
- Name of the traveller
- Name of the CEPOL staff who authorised the travel, if applicable
- Type of service (e.g. flight ticket, hotel accommodation, etc.,)
- Travel itinerary (if applicable)



- Dates and times of travel (if applicable)
- Name of the hotel (if applicable)
- Duration of stay in the hotel (if applicable)
- Total fare (if applicable)
- Hotel rate per night and total cost of stay (if applicable)
- Travel Agency's transaction fee (must always be shown separately for each item)
- Any VAT amounts on the Travel Agency's services (if applicable) must be indicated separately.

The invoice shall cover all the services provided during one calendar month (e.g. from 1<sup>st</sup> October to 31<sup>st</sup> October 2014).

Please note that the requirement regarding the reporting and invoicing as described above is a **minimum requirement**. Thus the tenders failing to comply with this requirement will be rejected.

The Travel Agency shall be able to provide the following documents for individual bookings:

- Quote, with highlighted travel option chosen to book and its price
- Electronic ticket.

#### **B.1.4.h. Meetings**

The Travel Agency will be requested to attend a number of meetings at the premises of CEPOL (one initial meeting at the start of contract followed by an annual contract performance review meeting – see section **B.2.8. Contract Implementation Timetable** of the tender specifications).

The travel agency shall delegate at least one representative with sufficient competence and authority to represent the Travel Agency in these meetings.

Any expenses incurred by the Travel Agency in connection to these meetings shall be borne by the Travel Agency.

#### **B.1.4.i. Contract management and customer support**

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

The Travel Agency shall also appoint a contract manager within its organisation, who will coordinate the provision of services to CEPOL, will handle communications with CEPOL, supervise and manage CEPOL's requests, respond to queries, assist CEPOL with both technical and administrative issues or in case of special requirements CEPOL may need. All the members of the contract implementation/customer support team must have a very good working knowledge of English (this is a mandatory requirement).



### B.1.5. VARIANTS

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.1.6. DIVISION INTO LOTS

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

## B.2. CONTRACT

### B.2.1. TYPE OF CONTRACT

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

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

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

Issuing requests for services and confirmations will be done in accordance with the process described in section **B.1.4.f. Ordering process** of the tender specifications.

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

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

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

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

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

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

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

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

#### **Price revision**

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

Afterwards the prices may be revised as specified in ARTICLE I.3 – PRICES of the Model Contract (**Annex I**).

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

The duration of the Framework Contract shall not exceed an initial fixed term of 12 (twelve) months. The Framework Contract may be renewed up to 3 (three) times, each time for an additional period of 12 (twelve) months. The total duration of the Framework Contract shall not exceed 48 (forty eight) months.

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

The maximum volume of the contract (all payments to the contractor) over a maximum possible duration of 48 months is estimated at: **8,500,000 Euro (excluding VAT)**

CEPOL may at a later stage exercise the option to increase the maximum contract volume via negotiated procedure with the successful tenderer in accordance with Art. 134 (1) (f) 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).

### **B.2.6 PAYMENT**

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

### **B.2.7. CONTRACT IMPLEMENTATION TIMETABLE**

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

The estimated date for signature of the contract is December 2014.



After the signature of the contract, an initial meeting will be held at the CEPOL premises in Budapest, Hungary, in order to settle all the details of the contract performance.

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

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

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

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

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

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

The tenderers must use the **Financial Proposal Form (see Annex 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 prices must be inclusive of all costs directly or indirectly related to the performance of the contract, which may be sustained by the tenderer (e.g. cost of administration, contract management costs, etc.);
- All prices must be quoted in Euros (EUR);
- All prices must be free of all duties, taxes and other charges (including VAT), as CEPOL is, as a rule, exempt from all taxes and duties, and in certain circumstances is entitled to a refund for indirect tax incurred such as value added tax (VAT), pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union. Tenderers must therefore give prices which are exclusive of any taxes and duties. Where applicable, any amount of VAT must be indicated separately.

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

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

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

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

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

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

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

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



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

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

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

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

Evidence to be provided:

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

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

The tenderer must have the overall capabilities (technical / professional, economic / financial, legal) to perform the contract. If one of the selection criteria listed below is not positive, your 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 6,000,000 EUR** per year.

Evidence to be provided:

- evidence of professional risk indemnity insurance;
- 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.

##### Evidence to be provided:

- 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 for provision of similar services as those requested in this invitation to tender, successfully implemented in the past three years, of a comparable size to the value of this procurement procedure and with a minimum annual value of provided services of **650,000 EUR** (invoiced amount). The tenderer is requested to specify the following in regard of each contract

*Customer name and address*

*Contact name and telephone number*

*Contract reference and brief description of service undertaken*

*Total contract value*

*Annual value of the provided services*

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

- Be enrolled in the relevant professional register and possess relevant authorisations or licenses to provide national and international travel services as required by the national laws of the European Union member state where they are registered;
- Be an IATA accredited travel agent, with access to normally obligatory restricted airline and train booking systems such as the computer reservations system (CRS) AMADEUS, SABRE, GALILEO or AMTRAK to be able to access online (SSIM, ASM's and SSM's) available accessible travel routes, date ranges, fare classes, fare amounts, fare discounts, one way / return fares, etc.;
- Be adequately staffed for a smooth and efficient performance of the tasks required in this invitation to tender, i.e. have at least **one experienced and qualified contract manager** and at least **five experienced and qualified travel booking staff** who could be dedicated to the implementation of the CEPOL contract. Furthermore, the **contract manager** who will be proposed to be responsible for the implementation of the CEPOL contract must have **at least 5 (five) years** of experience in the field of providing national and international travel services, out of which **3 (three) years** working as coordinator. Each of the staff members who will be proposed for the **travel booking role** must have **at least three (3) years** of experience in the field of providing national and international travel services, including the use of CRM systems. Each of the proposed staff must have a very good working knowledge of English.
- Have in place existing and functioning standardised quality management systems;

Evidence to be provided:

- Copy of the document of enrolment in the relevant professional register and/or copies of authorisations and/or licenses for provision of national and international travel services, as required by the national laws of the European Union member state, where the tenderer is established;
- Copy of valid IATA accreditation;
- Description of the booking systems used and other operational facilities, including number of staff (location and full address of headquarters and representative offices).
- The CVs of the staff who will be proposed to implement the contract (contract manager and travel booking staff) demonstrating the required length of work experience, relevant qualifications and training, as well as English language abilities.
- Evidence that the tenderer has implemented a quality management systems (for example ISO 9001 certification or equivalent or if not certified by a third party, a description of the implemented quality management system).



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

Selection criteria:

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

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.7.1 TECHNICAL EVALUATION**

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

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

Criterion	Maximum score
<p><b>Quality of the contract implementation proposal, assessed on the basis of the following sub-criteria:</b></p> <ul style="list-style-type: none"> <li>- How the contract implementation will be organised in order to guarantee efficiency and quality of the provision of services to CEPOL, in accordance with the requirements listed in Section B.1? (max. 10 points)</li> <li>- Ability to proactively provide solutions to optimize travel time and improve cost efficiency (please provide at least one example) (max. 5 points)</li> <li>- Broad selection of hotels across EU member states and availability of lists of preferred hotels (max. 5 points);</li> <li>- Ability to provide competitive hotel rates (on different board basis) to CEPOL (please provide at least one example) (max. 5 points)</li> </ul> <p><i>The assessment of this criterion will be done on the basis of the tenderer's replies to questions no. 2.1-2.4 of Technical Proposal Form (Annex II)</i></p>	25



<p><b>Ability to provide better response times than those expected by CEPOL (described in section B.1.3), assessed on the basis of the following sub criteria<sup>4</sup>:</b></p> <ul style="list-style-type: none"> <li>- Response time for normal mission requests (max. 5 points)</li> <li>- Response time for urgent mission requests (max. 10 points)</li> <li>- Response time for participant travel per pack (max. 5 points)</li> </ul> <p><i>The assessment of this criterion will be done on the basis of the tenderer's replies to questions no. 3.1 – 3.3 of Technical Proposal Form (Annex II)</i></p>	20
<p><b>Service Levels, assessed on the basis of the following sub-criteria:</b></p> <ul style="list-style-type: none"> <li>- Alert systems for travel disruptions and contingency plans (max. 5 points);</li> <li>- Emergency Assistance / Hotline support (max. 5 points)</li> <li>- Services provided outside the normal working hours (out-of-hours), as well as during weekends and holidays (max. 5 points)</li> <li>- Reporting/statistics provided (max. 5 points)</li> </ul> <p><i>The assessment of this criterion will be done on the basis of the tenderer's replies to questions no. 4.1 – 4.4 of Technical Proposal Form (Annex II)</i></p>	20
<p><b>Contract implementation team</b></p> <ul style="list-style-type: none"> <li>- Team size and composition, staffing plan to cope with peak times and resource back up plan</li> </ul> <p><i>The assessment of this criterion will be done on the basis of the tenderer's replies to question no. 5.1 of Technical Proposal Form (Annex II)</i></p>	25
<p><b>Quality and appropriateness of proposal for selected itineraries and related accommodation proposals (see Section B.3. The content of the technical proposal), assessed on the basis of the following sub-criteria:</b></p> <ul style="list-style-type: none"> <li>- Appropriateness and quality of the proposed itineraries and selection of suitable flight in relation to price, trip duration and airport waiting time (max. 5 points)</li> <li>- Appropriateness of the proposed accommodation in relation to price, hotel category and proximity to meeting venue. (max. 5 points)</li> </ul> <p><i>The assessment of this criterion will be done on the basis of the tenderer's replies to questions no. 6.1 – 6.2 of Technical Proposal Form (Annex II)</i></p>	10
<p><b>TOTAL</b></p>	<b>100</b>

### Total technical score

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

### Thresholds

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

<sup>4</sup> With regards to the response times, the score for each sub criteria will be calculated as follows:

- a response time equal to the one expected by CEPOL will receive 60% of the maximum score per sub criterion;
- other response times will receive scores as per the following formula:  $\text{expected time} / \text{offered time} * 60\%$  of the maximum score per respective sub criterion (with the result being capped at the level of maximum score per sub criterion)

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

### B.7.2. FINANCIAL EVALUATION

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

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

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

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

### B.7.3. AWARD OF THE CONTRACT

The contract will be awarded to the most economically advantageous tender, which will be established by weighing technical quality against price on a **50/50 basis**.

The final score will be calculated using the following formula:

**Final score = Technical score x 50% + Financial score x 50 %**

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

### B.8. TIMETABLE

Milestone	Deadline (*)	Notes
Deadline for sending requests for additional clarifications	20 October 2014	The modalities for sending requests for additional clarifications are specified in Section C.5.
Deadline for dispatching tenders	27 October 2014	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	30 October 2014	The modalities for attending and registering for the public opening session are specified in Section D.1.
Public opening session	3 November 2014, at 10:00	The public opening session will take place at premises in Budapest, Hungary, located at the following address: Ó utca 27 1066 Budapest Hungary
First meeting of the evaluation committee	Within 1 week following the public opening session	Estimated
Notification of the outcome of the procurement procedure to the successful and unsuccessful tenderers	Within 1 week after the award decision is signed	
Signature of the contract	December 2014	Estimated

## SECTION C – INSTRUCTIONS ON HOW TO TENDER

### C.1. CONTENTS OF YOUR TENDER

The tenders shall consist of the following three elements:

#### Envelope A: Administrative documentation

1. A cover letter enclosing the Tender on the official letterhead paper of the Tenderer and signed by an authorised representative of the Tenderer. The cover letter shall contain:
  - The name and the designation of the person who is authorised to sign the contract on behalf of the tenderer;
  - The written statement on tenderer's acceptance of the CEPOL's model contract without reservations;
  - The confirmation that the period of validity of the tender is as required in Section C.1.1.
2. Filled in Tenderer's Identification form (see **Annex V**)
3. Filled in Legal Entity Form (see **Annex VII**)

4. Filled in Financial Identification Form (see **Annex VIII**)
5. Information and documentation about the tenderer's eligibility and capacity including:
  - Original Declaration of Honour on Exclusion Criteria (see **Annex IV**) as specified in Section B.6.1.
  - Duly filled in and signed Tender form (see **Annex VI**)
  - 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 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. Please use the Technical Proposal Form (see **Annex II**). For more details on the content of the technical proposal please refer to **section B.3. "THE CONTENT OF THE TECHNICAL PROPOSAL"** of these tender specifications.

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

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

#### **C.1.1. IMPORTANT NOTE**

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

#### **C.2. LANGUAGE OF YOUR TENDER**

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



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

### C.3. HOW TO PACKAGE YOUR TENDER?

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

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

#### CEPOL PROCUREMENT

#### TENDER – NOT TO BE OPENED BY CEPOL RECEPTION OR SECURITY STAFF

**Tender Ref. No. CEPOL/PR/OP/2014/002**

**Tender Title: Travel Arrangement Services**

Name of the Tenderer: -----

Address of the Tenderer: -----

-----

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

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

- **Envelope A** containing the **Administrative documentation**
- **Envelope B** containing one signed original of the **Technical proposal**
- **Envelope C** containing one signed original of the **Financial proposal**

### C.4. HOW TO DISPATCH YOUR TENDER?

The tenderer shall dispatch his tender not later than the date and time indicated in 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**

**1066 Budapest**

**Hungary**



Tenders sent by other means (e.g. by e-mail or fax) or dispatched later than the deadline indicated in Section B.8 will be rejected.

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

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

#### **C.4.1. IMPORTANT NOTE: PROOF OF DISPATCH**

##### **C.4.1.a. REGISTERED MAIL AND COURIER SERVICE**

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

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

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

##### **C.4.1.b. HAND DELIVERY**

The tenderer shall hand in its tender to the CEPOL official taking delivery by the deadline indicated in **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](mailto: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 (<http://www.cepol.europa.eu/index.php?id=calls-for-tender>) no later than 6 days before the deadline for dispatching tenders.

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

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

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

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

### **SECTION D – HOW WILL TENDERS BE EVALUATED?**

#### **D.1. PUBLIC OPENING SESSION**

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

### D.1.1. FORMAL OPENING REQUIREMENTS

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

1. the tender was not dispatched later than the dispatch deadline indicated in **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](mailto: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 VII)** for this purpose.

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

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

#### **E.1.1. INTRODUCTION**

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

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

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

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

Each member of the consortium must provide the following documentation:

- Documentation related to its eligibility to tender, as specified in **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 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**) and the selection criteria for the legal capacity (**Section B.6.2.1**) 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 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 or selection criteria, the whole consortium shall be excluded.

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

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

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

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

#### **E.2. SUBCONTRACTING**

##### **E.2.1. INTRODUCTION**

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

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

The tenderer shall:

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

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

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

### E.2.3. EVALUATION

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

- (if applicable) the exclusion criteria (Section B.6.1) and the selection criteria for the legal capacity (**Section B.6.2.1**) will be assessed in relation to each proposed subcontractor individually;
- (if applicable) the selection criteria for the economic and financial capacity (Section B.6.2.1) will be assessed as follows:
  - For criteria set as minimum viability standards on financial and economic standing (e.g. by means of appropriate statements from banks or balance sheets), an individual evaluation will be made;
  - For criteria that are deemed to be achieved above a certain level (e.g. overall turnover or turnover with respect to the specific tender), a consolidated assessment – tenderer plus subcontractor(s) – will be made, depending on the extent to which the subcontractor(s) will put their resources at the disposal of the tenderer for the performance of the contract;
- (if applicable) the selection criteria for the technical and professional capacity (Section B.6.2.2) will be assessed in relation to the combined capacities of the tenderer and the subcontractor(s), as a whole, depending on the extent to which the subcontractor(s) will put their resources at the disposal of the tenderer for the performance of the contract;
- The technical and financial evaluation of the offers (Section B.7) will be carried out in relation to the tender.

### E.2.4. CONTRACT IMPLEMENTATION

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

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

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

### Eligibility documentation (exclusion criteria)

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

The following documentary evidence, confirming the declaration on honour, 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 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 – CEPOL MISSION GUIDELINES;

ANNEX XI - CEPOL GOVERNING BOARD DECISION 30/2006/GB

ANNEX XII - CEPOL GOVERNING BOARD DECISION 20/2014/GB