



**CIVIPOL GUIDE TO PROCUREMENT  
PROCEDURES AND CONTRACT  
AWARD RULES (EN)**

VERSION OF 14/02/2025

**PRO\_S3\_00**

PERSON RESPONSIBLE FOR  
THE PROCEDURE :

S3 PROCESS DRIVER

**CIVIPOL GUIDE TO PROCUREMENT PROCEDURES AND  
CONTRACT AWARD RULES (EN)**

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# 1. INTRODUCTION

The aim of this Guide is to provide all users, in a comprehensive way, with all the information they need on procurement procedures and contract award rules to conclude a contract, from the very first stages through to the award of contracts.

This Guide to contractual procedures applicable to CIVIPOL's purchases on behalf of third parties provides Civipol, on the one hand, and tenderers, candidates and contractors, on the other hand, with practical assistance for the preparation and execution of contracts.

## **Procurement**

The awarding of contracts must be subject to strict rules which help to ensure that suitably qualified contractors are chosen impartially and on the basis of the best value for money or the best price, with full respect for appropriate transparency in the use of public funds.

The procedures established by CIVIPOL for the award of contracts on behalf of third parties are consolidated in this Guide. Any deviation from this Guide or its annexes requires a waiver or exception to be granted by the relevant CIVIPOL departments in accordance with the internal rules.

**Please note:** When Civipol implements projects as an agent of the French public administration, the procurement rules applied in the context of these projects are those of the French Public Procurement Code to which the principal is subject.

CIVIPOL's third-party contracts are contracts concluded in writing with a view of obtaining, in return for payment of a fee, the performance of work, the supply of goods or the provision of services.

The following principles must be observed for all contracts awarded by CIVIPOL:

- Transparency: CIVIPOL must ensure the transparency and clarity of its procurement policy and its implementation. This obligation consists of guaranteeing, for the benefit of all potential bidders, an adequate degree of publicity allowing the market to be opened up to competition, as well as monitoring the impartiality of the award procedures.
- Equal treatment and non-discrimination: All parties concerned must be treated equally, which means that all bidders must have the same opportunities when formulating the terms of their bids, and therefore implies that these bids must be subject to the same conditions for all competitors.
- Competition: Contracts must be awarded on the basis of competitive tendering, unless there are objective reasons for doing otherwise; this obligation also means that the estimated value of a contract cannot be determined in such a way as to avoid the competitive tendering procedure or to circumvent the rules applicable to certain procurement procedures or above a given threshold, nor can a contract be divided up for this purpose.
- Proportionality: This principle requires that the measures adopted by CIVIPOL do not exceed the limits of what is appropriate and necessary to achieve the objectives pursued and that, when there is a choice between several appropriate measures, the least restrictive should be used.
- Sound financial management: Budget appropriations must be used in accordance with the principles of economy, efficiency and effectiveness.

**Please note:** At the start of each project where procurement is planned, the project manager completes a procurement plan (FO\_S3\_04\_Procurement Plan) for the entire duration of the project.

This plan must be refined/updated regularly on the basis of information received/discussed with the field. It is updated at least once at the beginning of the year (when the activity work plan is reviewed/formulated) so that the legal department can consolidate this data in Civipol's annual procurement plan.

**Please note:** In all cases, the Chairman and CEO of CIVIPOL is the contracting authority and takes decisions concerning the procedures and the award of contracts. CIVIPOL assumes full responsibility for its actions and is directly liable in the event of an audit or other control.

There is no rule limiting the duration of a contract. Nevertheless, as a contract is a commitment between CIVIPOL and a beneficiary, it is advisable in the context of sound administrative and financial management not to commit CIVIPOL beyond what is reasonable.

## 2. PRINCIPLES APPLICABLE TO ALL TYPES OF CONTRACT

In the context of projects financed by CIVIPOL, certain principles must be respected regardless of the type of contract when submitting a bid.

### 2.1. EQUAL PARTICIPATION

CIVIPOL takes the necessary measures to ensure, on equal terms, the widest possible participation in the invitations to tender it issues. To this end, CIVIPOL shall:

- Ensure, via the Internet and any other appropriate means of information, the publication of invitations to tender when this is required by the procedure;
- Eliminate discriminatory practices or technical specifications that could hinder broad participation on equal terms;
- Encourage cooperation between companies and firms from African, Caribbean and Pacific States and/or between companies and firms from Member States and ACP States, where the financial instrument and legal basis for the contracts is the EDF (European Development Fund);
- Ensure that all selection criteria are included in the tender documents;
- Ensure that the successful bid or tender meets the conditions and criteria set out in the tender documents.

### 2.2. ELIGIBILITY CRITERIA

**Note:** By extension, the eligibility criteria also apply to all the members of a consortium/grouping and to subcontractors when the grouping of entities or subcontracting is authorised by the rules of the call for tender.

#### 2.2.1. THE RULE OF NATIONALITY AND ORIGIN

##### Nationality

- 1) Participation in calls for tender is open to any legal entity from an eligible State in accordance with the financial instrument used.
- 2) Participation in invitations to tender is open to international organisations (by their very nature, regardless of where they are based). International organisations have no nationality. They are entities formed by at least two States and recognised as such by a third State. Their founding instrument defines them as not subject to the national laws of the country in which their headquarters are located.
- 3) Where funding covers an operation implemented through a regional initiative, participation in calls for tender shall be open to any legal entity which is eligible under point 1) and to any legal entity of a State participating in the initiative concerned;
- 4) Where funding covers an operation co-financed with a third country, participation in calls for tender shall be open to any legal person who is eligible under point 1) and to any legal person who is eligible under the rules of that third country.

**Please note:** The nationality rule does not apply to experts proposed by tenderers in connection with the provision of services.

To check compliance with the nationality rule, the tender documents require tenderers to indicate the country in which they are registered by presenting the usual proof in this regard according to their national law (extract from the entry in the commercial register, for example).

If CIVIPOL suspects that a candidate/tenderer has only a registered office in an eligible country and that the nationality of the candidate/tenderer is ineligible, it is up to the candidate/tenderer to provide proof of the existence of real and continuous links with the economy of that country. The aim is to avoid awarding contracts to companies that are ineligible by virtue of their nationality but have set up a "letterbox" company in an eligible country for the sole purpose of circumventing the nationality rule.

## **Origin**

**1. For purchases made by Civipol under contracts financed by the EU under the 2021-2027 multi-annual financial plan, and regardless of their value, supplies and materials are no longer subject to the rule of origin and may be produced in any country.**

2. However, for contracts financed under the multiannual financial plan for the period 2014-2020, the purchasing rules relating to origin shall continue to apply.

Supplies and materials must originate in an eligible country in accordance with point 1. In this context, the definition of the concept of "originating products" is assessed in relation to the relevant international agreements<sup>1</sup>.

The term 'origin' is defined in particular in the European legislation on rules of origin in the Customs Code (Council Regulation (EEC) No 2913/92).

In principle, the goods supplied must come from an eligible country as designated by the financing instrument(s) funding the contract.

## **Exceptions to the nationality and origin rule**

Exceptions to the rule of origin and nationality may apply. CIVIPOL may decide to grant such exceptions on a case-by-case basis before launching the procedure, or may grant them at the justified request of a candidate for a contract. The derogation must be mentioned in the contract notice (if one is published).

In duly justified cases, CIVIPOL may extend eligibility to legal entities from a non-eligible country and authorise the purchase of goods and materials originating from a non-eligible country.

Circumstances that may be considered for an exemption request are:

- The geographical situation of the State concerned (landlocked State, for example, or difficult to access);
- In the event of unavailability of products and services on the markets of the countries concerned;
- The most appropriate technology for local conditions;

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<sup>1</sup> In accordance with the practices established by the International Chamber of Commerce <https://iccwbo.org/>

- Extreme emergencies/crisis situations;
- If the general eligibility rules are likely to make it extremely difficult to carry out a project, programme or other action.

The argument that a product of non-eligible origin is cheaper than the eligible product or the local product does not in itself constitute a valid reason for a derogation.

### **Checking the nationality rule**

To verify compliance with the rules on nationality, the tender documents require candidates and tenderers (legal entities) to indicate the country in which they are established and to provide proof of this by submitting the documents required under the legislation of that country.

If CIVIPOL (or the evaluation committee) suspects that a candidate or tenderer is not complying with the nationality rules, it must ask them to provide evidence that they are in fact compliant.

### **Checking the original rule**

When submitting its tender, if the rules of origin apply, the tenderer must expressly declare that all goods meet the origin requirements and cite the country or countries of origin. Where a tender is for systems comprising more than one component, the origin of each component must be specified. The tenderer is bound by the declaration of origin it submits.

It is the tenderer's responsibility to ensure that the information provided is accurate. Failure to do so may result in disqualification for negligent misrepresentation. The tenderer may be asked to provide supporting documents certifying origin.

In this case, he must provide a declaration of origin or any additional information, bearing in mind that the body issuing the certificate of origin may refuse to issue it at the tender submission stage, in the absence of commercial invoices.

Declarations of origin must be submitted during the performance of the contract, at the latest when the provisional acceptance certificate is requested. Failing this, CIVIPOL will make no further payments to the contractor. The declaration of origin must be drawn up by the competent authorities of the declared country of origin of the goods or of the supplier (e.g. the Chamber of Commerce), in accordance with the international agreements to which the country concerned is a signatory.

Unless waived (on a case-by-case basis), the rule of origin applies to all goods supplied under a supply contract, as well as to materials, goods and components that are to be incorporated into or form part of the permanent works under a works contract.

Goods purchased by the contractor for use during the performance of the contract (equipment used by a supply contract holder to test and install the goods delivered, equipment used by a works contract holder to build a road, computer(s) used by a service contract holder to draft a study), are not subject to the rule of origin, unless the contract explicitly provides that ownership of these goods will be transferred from the contractor to CIVIPOL at the end of the contract. In this case, the goods are subject to the rule of origin.

**N.B.:** For supply contracts with a value of €100,000 or less (simplified procedure), the goods may be of any origin.

## **2.2.2. SITUATIONS OF EXCLUSION**

An entity that is in one of the following situations of exclusion may not take part in the tendering procedure or be awarded a contract:

- a) it is bankrupt, subject to insolvency or winding-up procedures, where its assets are being administered by a liquidator or by a court, where it is in an arrangement with creditors, where its business activities are suspended, or where it is in any analogous situation arising from a similar procedure provided for under national laws or regulations;
- b) it does not comply with its obligations relating to the payment of tax or social security contributions in accordance with the applicable law;
- c) it has been established by a final judgment or a final administrative decision that the economic operator is guilty of grave professional misconduct by having violated applicable laws or regulations or the ethical standards of the profession to which the economic operator belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility, where such conduct denotes a wrongful intent or gross negligence, including in particular any of the following :
  - i) fraudulent or negligent misrepresentation in supplying information required for the verification of the absence of grounds for exclusion or compliance with eligibility or selection criteria or in the performance of a contract or agreement,
  - ii) entering into an agreement with other persons with a view to distorting competition ;
  - iii) infringement of intellectual property rights,
  - iv) attempting to influence Civipol's decision-making process during the award procedure,
  - v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;
- d) it has been established by a final judgment that the economic operator is guilty of one of the following offences:
  - i) fraud<sup>2</sup>
  - ii) corruption<sup>3</sup>,

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<sup>2</sup> within the meaning of Article 3 of Directive (EU) 2017/1371 and Article 1<sup>er</sup> of the Convention on the protection of the European Communities' financial interests established by the Council Act of 26 July 1995

<sup>3</sup> within the meaning of Article 4(2) of Directive (EU) 2017/1371 or active corruption within the meaning of Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997, or the acts referred to in Article 2(1) of Council Framework Decision 2003/568/JHA , or corruption as defined in other applicable law

- iii) behaviour linked to a criminal organisation<sup>4</sup>,
- iv) money laundering or terrorist financing<sup>5</sup>,
- v) terrorist offences or offences connected with terrorist activities, as well as incitement to commit an offence, complicity in an offence or an attempt to commit an offence,<sup>6</sup>
- vi) child labour or other offences related to trafficking in human beings<sup>7</sup>;

(e) the economic operator has materially breached any material obligations under any other contract or agreement with CIVIPOL; or

(f) it has been established by a final judgment or a final administrative decision that the economic operator has set up an entity in a different jurisdiction with the intention of evading tax, social security or any other legal obligations applicable in the territory where it has its registered office, central administration or principal place of business;

(g) it has been established by a final judgment or a final administrative decision that the entity was created with the intention referred to in point (f)

Entities guilty of fraud, corruption, links to a criminal organisation, money laundering or the financing of terrorism, having been convicted of a terrorist offence, or guilty of trafficking in human beings are therefore excluded from any shareholding.

Point (a) shall not apply where supplies are purchased on particularly advantageous terms either from a supplier which is definitively ending its business activities, or from the liquidators of insolvency proceedings, through an arrangement with creditors, or under a similar procedure provided for by national law.

CIVIPOL also excludes the economic operator:

- where a natural or legal person who is a member of the administrative, management or supervisory body of that undertaking or who has powers of representation, decision-making or control in relation to that undertaking or a beneficial owner<sup>8</sup> of the undertaking is in one of the situations referred to in points c) (serious professional misconduct), d) (fraud, corruption or any other criminal offence), e) (serious breaches in the performance of a contract), f) (creation of an entity with the intention of evading legal obligations) or g) (person created with the intention of evading legal obligations);

- where non? A natural or legal person that assumes unlimited liability for the debts of the economic operator is in one of the situations referred to in point a) (bankruptcy) or b) (failure to comply with obligations to pay taxes or social security contributions).

In all cases, the candidate/tenderer must sign a declaration on their honour that they are not in one of the categories listed above and provide the information requested by CIVIPOL within the deadline. At the latest, during the evaluation procedure and in any event before taking the award decision, CIVIPOL will check the reliability of the documentary evidence of compliance with the exclusion and selection criteria submitted by the pre-selected tenderer and, where applicable, the members of the consortium.

<sup>4</sup> referred to in Article 2 of Council Framework Decision 2008/841/JHA

<sup>5</sup> within the meaning of Article 1<sup>er</sup> (3), (4) and (5) of Directive (EU) 2015/849 of the European Parliament and of the Council

<sup>6</sup> as defined in Articles 3 and 14 and Title III of Directive (EU) 2017/541 of the European Parliament and of the Council of 15 March 2017 on combating terrorism;

<sup>7</sup> referred to in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council

<sup>8</sup> Within the meaning of Article 3(6) of Directive (EU) 2015/849

As far as payment of tax and social security contributions is concerned, a recent certificate issued by the competent authority of the State concerned may be considered sufficient.

Regarding the creation of an entity for the purpose of evading tax, social security or other legal obligations, CIVIPOL may accept as sufficient evidence the production of a recent criminal record or, failing this, an equivalent document issued by a judicial or administrative authority in the country of establishment, demonstrating that these requirements have been met.

### **2.2.3. ETHICS CLAUSES**

Any attempt by a candidate or tenderer to obtain confidential information, to enter into illicit agreements with competitors or to influence the evaluation committee or CIVIPOL during the procedure for examining, clarifying, evaluating and comparing tenders or proposals will result in the rejection of their candidature or tender.

When expressing their candidacy or submitting his tender, the candidate or tenderer is required to declare that there is no potential conflict of interest and that they have no equivalent specific link in this respect with other tenderers or other parties to the project. Should such a situation arise during the performance of the contract, the contractor is obliged to inform CIVIPOL immediately.

The contract holder must at all times act impartially and as a loyal advisor in accordance with the code of ethics of their profession. They shall refrain from making public statements concerning the project or services without the prior approval of CIVIPOL. The contract holder will not bind CIVIPOL in any way without its prior written consent.

During the term of the contract, the contractor and its staff shall respect human rights and undertake not to offend the political, cultural and religious customs of the beneficiary country.

The holder's remuneration under the contract constitutes its sole remuneration under the contract. The holder and their staff must refrain from engaging in any activity or receiving any benefit that conflicts with their obligations to CIVIPOL.

The contractor and its staff are bound by professional secrecy throughout the duration of the contract and after its completion. All reports and documents received or drawn up by the contractor in connection with the performance of the contract are confidential, unless otherwise stipulated in the contract.

CIVIPOL reserves the right to suspend or cancel the procurement process if corrupt practices of any kind are discovered at any stage of the process. For the purposes of this provision, a corrupt practice is any proposal to give or agree to offer to any person an unlawful payment, gift, gratuity or commission as an inducement or reward for performing or refraining from performing acts relating to the award of the contract.

Contractors who have paid unusual commercial expenses on contracts implemented by CIVIPOL are likely, depending on the seriousness of the facts observed, either to have their contracts terminated or to be permanently excluded from future contracts implemented by CIVIPOL.

Failure to comply with one or more of the ethical clauses may result in the exclusion of the candidate, tenderer or contractor from other contracts implemented by CIVIPOL. The person or company in question must be informed of this in writing.

The successful tenderer undertakes to provide CIVIPOL, at its request, with all supporting documents relating to the performance of the contract. CIVIPOL may carry out any documentary or on-the-spot inspection it deems necessary to gather evidence on a presumption of extraordinary commercial expenses.

#### **2.2.4. CONFLICT OF INTEREST**

A conflict of interest arises when the impartial and objective performance of the duties of the CIVIPOL employee in charge is compromised for reasons of family, affection, political or national affinity, economic interest or any other direct or indirect personal interest.

In the context of procurement procedures, the conflict-of-interest situation applies both to those responsible for the procedure and to those involved in the opening and evaluation phases.

There is a risk of a conflict of interest when, for example, a member of the evaluation committee or CIVIPOL, or any other person involved in the procedure, grants himself or herself or others unjustified direct or indirect advantages by influencing the outcome of the procedure.

#### **Participation in drafting specifications and distortion of competition**

In some cases, CIVIPOL uses a technical assistance contract to help draw up the specifications for a subsequent procurement procedure. In such cases, CIVIPOL is responsible for ensuring equal treatment between the operator providing the technical assistance and other economic operators. The contractor may be rejected from the subsequent procedure if they, their staff or their subcontractors (e.g. one or more experts) have been involved in the preparation of contract documents and this leads to a distortion of competition that cannot otherwise be corrected.

The onus is on CIVIPOL to prove the distortion of competition and to demonstrate that it has taken all possible measures to avoid rejection. In particular, these measures include the communication to the other candidates/tenderers of relevant information exchanged in the context of the participation of the candidate/tenderer concerned in the preparation of the procurement procedure or resulting from such participation, the setting of appropriate deadlines for the receipt of tenders.

Rejection is subject to an adversarial procedure, so that the tenderer must have the opportunity to prove that its previous participation cannot distort competition.

#### **2.2.5. ANTI-FRAUD STRATEGY**

CIVIPOL is committed to fighting fraud, corruption and any other illegal activity that damages its financial interests and those of its donors. In this context, the development of an anti-fraud culture among all stakeholders is of paramount importance.

Raising staff awareness and an effective system for reporting signs of fraud and irregularities are important factors in the fight against fraud.

Civipol also uses screening software to check bidders' compliance with international law, financial crime, PEP and international sanctions.

The project managers file the results of these verifications in the tender evaluation files.

In general, verification by query on the screening software should be carried out before the tender dossier (or the draft contract for single bids) is sent in the context of the following procedures:

- unique offer
- negotiated procedure
- simplified procedure
- restricted procedure.

CIVIPOL employees have a duty to report serious irregularities.

### **2.3. PENALTIES**

Where the award procedure or the performance of a contract is tainted by substantial irregularities, CIVIPOL will suspend the performance of the said contract. A substantial irregularity is any breach of a contractual or regulatory provision resulting from an act or omission which has or would have the effect of prejudicing CIVIPOL.

The purpose of suspending the contract is to verify the reality of the alleged irregularities. If they are not confirmed, performance of the contract is resumed at the end of this verification.

If these irregularities are the fault of the contractor, CIVIPOL may apply the contractual sanctions provided for in the special and general conditions. In addition, CIVIPOL may refuse to make payment or recover amounts already paid, in proportion to the seriousness of the said irregularities.

Without prejudice to the application of contractual penalties, candidates or tenderers and contractors who have been guilty of making false declarations or have been declared to be in serious breach of contract due to non-compliance with their contractual obligations under a previous contract will be excluded from future calls for tenders by CIVIPOL for a maximum period of two years from the date on which the breach is established, confirmed after an adversarial discussion with the contractor.

### **2.4. REMEDIES**

If a tenderer or candidate considers that he has been harmed by an error or irregularity committed during a tender procedure, he shall refer the matter directly to the person responsible for the contract indicated in the contract notice or letter of invitation to tender.

The complaint will be forwarded by the contract manager to the quality team and the legal department for their assessment, who must reply to the tenderer with the results of the investigation within 30 days of the date of receipt of the complaint.

### **2.5. FAIR COMPETITION**

The procedures for inviting tenders and advertising service, supply and works contracts are determined according to their value.

**Please note:** In any procedure, CIVIPOL must check that the conditions of fair competition are respected.

### **2.6. KEY POINTS**

**Prohibition of retroactive awards:** contracts take effect from the date of signature by the last signatory (or from the date of notification of the service order if this is not prior to the date of the financing decision). Under no circumstances may contracts or amendments be applied retroactively (i.e. after implementation has begun). Consequently, any disbursement or supply of goods or services prior to the signature of the contract or amendment, or notification of the corresponding service order, is prohibited.

**Use of standard documents:** contracts and other standard documents must be used.

**Retention of documents:** CIVIPOL shall retain, in confidence, documents relating to all award procedures and contracts until the end of a period of 13 years from the date of commencement of the contract with our end client giving rise to this tender. These documents must include the originals of all tenders submitted, all proposals submitted, the relevant tender documents and related correspondence. Electronic copies are also accepted.

**Security and confidentiality of information :**

Only employees of CIVIPOL's Operations and Development Department have access to the documents mentioned in this guide. Documents may be shared with other CIVIPOL employees, provided that this is necessary for the proper execution of the project concerned (e.g. request for an opinion from the Legal Department on a question relating to the award of the contract).

To ensure protection against unauthorised access to these documents, and to reduce the risk of data leakage in the event of cyber attacks, an IT security policy has been implemented at Civipol, and the use of the Civipol VPN is compulsory for all employees.

For more information on CIVIPOL's privacy policy, please refer to the RGPD section of the company's website (link: <https://www.civipol.fr/fr/rgpd>).

## **2.7. PROCUREMENT PROCEDURES**

There are different types of procurement procedure, each providing for varying degrees of competition.

The applicable standard procedures, explained in more detail in the Guide, are summarised in the table below.

They fall into three categories:

- Services (e.g. technical assistance or studies),
- Supplies (i.e. equipment and materials)
- Works (i.e. infrastructure and other engineering works).

The thresholds indicated in the tables represent the maximum budget allocated to the contract in question. Where contracts are subdivided into lots, the value of each lot must be considered when calculating the total threshold.

In the case of mixed contracts, i.e. those involving both the provision of services and the supply of goods or the execution of works, CIVIPOL determines the thresholds and procedure applicable to the contract, depending on the main component (works, goods or services) in terms of value.

Whatever procedure is used, all the basic principles must be respected (including eligibility, exclusion and selection criteria).

Where possible and appropriate given the nature of the action, and in compliance with the financing agreement, the simplest procedures are preferred.

**N.B.: Projects must not be artificially split up to circumvent the thresholds.**

## **Service contracts**

Service contracts include studies and technical assistance based on the Terms of Reference drawn up by CIVIPOL.

In the context of the provision of services, legal entities with legal personality may participate (for example, private companies, public companies or sole traders, which are included in the category of legal entities).

There are thresholds that trigger tendering procedures:

Service contracts				
AMOUNT	< 2 500 €	> 2 500 € and < 20 000 €	> 20 000 € and < 300 000 €	> 300 000 €
PROCEDURE	Payment can be made against invoice, without prior acceptance of an offer.	A single offer is enough	Simplified procedure	International restricted procedure

## **Supply contracts**

The purpose of supply contracts is to purchase or hire products. The supply of products may also include installation and maintenance work.

Supply contracts may only be concluded with a legal entity.

The thresholds that trigger tender procedures are as follows:

Supply contracts					
AMOUNT	< 2 500 €	> 2 500 € and < 20 000 €	> 20 000 € and < 100 000 €	> 100 000 € and < 300 000 €	> 300 000 €
PROCEDURE	Payment can be made against invoice, without prior acceptance of an offer.	A single offer is enough	Simplified procedure	Local open procedure (local publication).	International open procedure

### **Works contracts**

Works contracts cover either the execution or both the design and execution of works or structures.

A "work" is the result of a set of building or civil engineering works intended to fulfil an economic or technical function in its own right.

Works contracts may only be concluded with a legal entity.

The thresholds that trigger tender procedures are as follows:

Works contracts				
AMOUNT	< 20 000 €	> 20 000 € and < 300 000 €	> 300 000 € and < 1 000 000 €	> 1 000 000 €
PROCEDURE	A single offer is enough	Simplified procedure	Local open procedure (local publication).	International open procedure

### **Negotiated procedure**

It is provided for in certain special cases (see articles 3.7, 4.8 and 5.7).

It applies in particular in the following two cases:

a) Urgency

In cases of extreme urgency, contracts may be awarded by negotiated procedure.

Crisis situations are considered to be situations of imperative urgency (Cotonou Agreement, Articles 72 and 73). Crisis situations, including long-term structural instability or fragility, are situations that threaten public order or the security and safety of individuals, risk degenerating into armed conflict or threaten to destabilise the country. Crisis situations can also result from natural disasters or man-made crises such as wars or other conflicts, or from extraordinary circumstances with comparable effects linked to, among other things, climate change, environmental deterioration, access to energy and natural resources or extreme poverty.

In this case, Civipol takes the appropriate steps to act quickly to meet immediate needs. The emergency is managed and implemented according to procedures that enable rapid, flexible and efficient operations.

Therefore, in cases of strict necessity, contracts may be awarded by negotiated procedure on the basis of one or more tenders when, for reasons of extreme urgency resulting from unforeseeable events, it is impossible to meet the deadlines set and the circumstances justifying this extreme urgency are not attributable to Civipol.

b) Confidential/Classified material

For contracts that are declared secret, or for those whose execution must be accompanied by special security measures in accordance with the administrative provisions in force, these measures may consist of imposing conditions designed to protect the confidentiality of the information that CIVIPOL makes available as part of the procurement procedure.

Consequently, in the case of contracts declared confidential/classified, contracts may be awarded by negotiated procedure on the basis of one or more tenders.

## **2.8. CONTRACT AWARD PROCEDURE CANCELLED**

Until the contract is signed, CIVIPOL may either abandon the contract or cancel the procedure for awarding the contract, without the candidates or tenderers being entitled to claim any compensation whatsoever.

Cancellation may occur in the following cases:

- When the call for tenders is unsuccessful, i.e. in the following cases:
  - o There was no response;
  - o None of the bids or proposals received can be accepted from a technical point of view;
  - o All technically compliant bids exceed the budget ceiling.
- When the technical or economic elements of the project have been fundamentally modified;
- When exceptional circumstances or force majeure make normal execution of the project impossible;
- Where there have been procedural irregularities, in particular preventing fair competition.

In the event of cancellation of a procedure, all tenderers/candidates **who have submitted a request to participate or a tender** shall be informed in writing, as soon as possible, of the reasons for the cancellation. **If a contract notice has been published, a cancellation notice must be published.**

**Please note:** If the contract is divided into lots, the procedure may be cancelled for one lot only and continued for the other lots if the conditions for cancellation for these lots are not met.

**After the procedure has been cancelled**, CIVIPOL may decide:

- Either to launch a new call for tenders;
- Or to initiate a negotiated procedure (see Sections 3.7, 4.8 and 5.7) with the tenderer(s) who meet(s) the selection criteria and have submitted technically compliant tenders, provided that the original terms of the contract are not substantially altered;
- Or not to enter into any contract.

The final decision rests with CIVIPOL. Under no circumstances will CIVIPOL be liable to pay any compensation whatsoever as a result of the cancellation of a call for tenders, even if CIVIPOL had been informed in advance by a candidate or tenderer of the existence of potential damage, particularly in terms of loss and profit.

However, immediate transition to a negotiated procedure is not possible if there have been procedural irregularities that have prevented fair competition.

In this case, the call for tenders must be relaunched.

**Please note:** The publication of a tender notice does not commit CIVIPOL to implementing the contract or project announced.

## **2.9. EVALUATION COMMITTEE**

An evaluation committee must be set up as soon as the contract notice or call for proposals is published.

### **Composition**

The opening and evaluation are carried out by an evaluation committee comprising a non-voting chairman, a non-voting secretary and an odd number of voting members (minimum three), all appointed by CIVIPOL. The voting members must have all the technical and administrative skills required to give a valid opinion.

Members of the Evaluation Committee must attend all meetings. All voting members of the evaluation committee have equal voting rights.

A specific evaluation committee must be set up for each project.

The evaluation committee can be conducted by videoconference. All that needs to be done is to indicate at the beginning of the evaluation report who is present at the meeting and who is participating remotely. All members of the evaluation committee must sign the report.

**Please note:** The Evaluation Committee is constituted in the same way for open, restricted and simplified procedures.

## **Impartiality and confidentiality**

All members of the evaluation committee must sign a declaration of impartiality and confidentiality. Any member or observer of the evaluation committee who finds himself in a situation of potential conflict of interest due to links with a bidder or candidate must declare this and withdraw immediately from the evaluation committee. The member is then no longer authorised to participate in any capacity whatsoever in evaluation meetings. Any member who withdraws from the evaluation committee for any reason whatsoever must be replaced and the evaluation procedure restarted.

No information on the analysis, clarification, evaluation or comparison of the tenders or on the decisions to award the contract may be disclosed before the contract is signed by CIVIPOL and the successful tenderer. Any attempt by a tenderer/candidate to influence the procedure in any way (by contacting members of the evaluation committee or otherwise) will result in the immediate rejection of his tender.

The deliberations of the evaluation committee, from the opening of tenders to the closure of the procedure, take place behind closed doors and are confidential.

To ensure the confidentiality of deliberations, attendance at Evaluation Committee meetings is limited to members of the Evaluation Committee.

Bids must not leave the room in which the committee meetings are held until the work of the evaluation committee has been completed. They must be kept in a safe place when not in use.

**Please note:** Tenders must be kept in a safe place so that the date of receipt can be proven.

## **Responsibilities of evaluation committee members**

The Chairman coordinates the evaluation procedure and guarantees its impartiality and transparency. The voting members of the evaluation committee are collectively responsible for the decisions taken by the committee.

The committee secretary is responsible for all administrative tasks relating to the assessment procedure, including:

- Filing of all documents relating to the procedure, including published notices, any correspondence with tenderers and minutes of evaluation committee meetings.
- Distribution and collection of impartiality and confidentiality declarations;
- Drafting the minutes of the evaluation committee meetings, from the opening of tenders to the proposal to award the contract, and filing them together with the relevant data and documents;
- Recording attendance at meetings and drawing up the assessment report and its appendices.

Any reply to a question raised by a tenderer/applicant during the evaluation procedure must be in writing (by e-mail or post) and signed by both the chairman and the secretary of the evaluation committee and sent to all tenderers. A copy of this correspondence must be attached to the evaluation report.

The evaluation committee must be set up early enough to ensure that the appointed members are available in time to prepare and complete the evaluation procedure. Bids must be evaluated in time to allow the procedure to be completed within the bid validity period.

**Please note:** An evaluation committee must be set up for all procurement procedures, with the exception of:

- single tender (amount less than or equal to EUR 20 000) ;
- purchases of EUR 2 500 or less;
- negotiated procedures.

## **2.10. CHANGES TO CONTRACTS**

Contracts may need to be amended during their period of validity if circumstances relating to the performance of the action have changed since the initial contract was signed. Amendments to a contract must be formalised in an amendment to the contract signed by the parties to the contract.

No contract amendment may alter the award conditions in force at the time the contract was awarded.

**Please note:** A contract may be modified under the conditions set out in the contract itself. Minor changes, such as changes of address or bank account, can simply be notified in writing by the beneficiary of the contract to CIVIPOL, which nevertheless has the right to refuse the beneficiary's choice of bank account.

Similarly, when the financial impact is limited to a variation of less than or equal to 15% of the initial amount, no amendment is necessary, but CIVIPOL must be informed, at the latest in the next report (see general conditions of the contract).

### **Preparing an addendum**

Any article amended in an initial contract must appear in the amendment with its exact references, as they appear in the initial contract.

If the amendment concerns annexes to the initial contract, in particular the terms of reference and/or the budget, the amended annexes must be attached to the amendment.

The procedure is as follows:

- 1) Prepare a file containing the following information:
  - Explanatory note providing technical and financial justification for the changes contained in the proposed amendment;
  - Copy of the contract holder's request (or agreement) concerning the proposed changes ;
  - Copy of the initial contract and any subsequent amendments ;
  - 2 copies of the proposed amendment, drawn up on the basis of the amendment template and including any revised appendices.
- 2) Sign and date all the originals of the Amendment and initial each page, including the appendices.
- 3) Send the two signed copies of the amendment to the contract holder, who must countersign them within 15 days of receipt and return one copy to CIVIPOL.

The amendment takes effect on notification of the service order or, failing this, on the date of the last signature.

### **Changes to works contracts**

In addition to the above, for works contracts there are cases where it is not necessary to amend the contract.

In the vast majority of cases, works contracts provide for payment to be made on the basis of measurement: the quantities indicated in the estimated details and the resulting value of the initial contract are estimates.

When payment is requested, CIVIPOL measures the actual quantities of work carried out for the various elements and certifies the amount due, applying the unit prices.

If the value of the initial contract increases due to a quantity actually measured exceeding the quantity indicated in the detailed estimate or the price schedule, this does not constitute a change to the contract and does not require either a service order to change the contract or an amendment to the contract.

In addition, the application of the price review clause in the contract may also result in an increase in the contract price. Here again, insofar as the price revision formula has already been agreed between the contracting parties in the initial contract, no amendment to the contract is necessary to allow increases in relation to the price set out in that contract.

In a contract relating to a works contract, CIVIPOL has the power to issue an administrative order for any modification to a part of the works that is necessary for the proper execution and/or operation of the works. Such modifications may consist of additions, deletions, substitutions, changes in quality, quantity, form, nature, kind, location, dimensions, level or alignment as well as changes in the phasing, method or timing, as stipulated, of the performance of the works.

The contractor is obligated to carry out the change ordered. He may not suspend the work ordered pending a decision on any request for an extension of the time limit for performance or for additional payment.

Contract amendments that are not covered by a service order must be formalised by means of an amendment. A modification must be made by means of an amendment to the contract if it involves an increase or reduction in the total value of the work of more than 15% compared with the initial contract price.

The total performance period of a works contract includes the period of implementation of the works and the guarantee period between provisional acceptance and final acceptance. During this time, the implementation period(s) may be extended by service order or by amendment during the contract performance period, even after the expiry of the implementation period stipulated in the contract.

A contractor is obliged to carry out the work in full and CIVIPOL is obliged to pay for the certified work. These obligations and the contract remain valid even if the contractor fails to complete the work within the period(s) stipulated in the contract, with the consequence that damages for delay may be deducted from the amount due.

## **2.11. AVENUES OF APPEAL**

Any candidate or tenderer who feels aggrieved by an error or irregularity allegedly committed in the context of a selection or contract award procedure has, provided the conditions are met, the remedies available under ordinary law.

The appeal must be lodged in accordance with the conditions and time limits laid down by French law.

Subcontracting does not create a contractual relationship between the subcontractor and CIVIPOL. CIVIPOL cannot therefore be held responsible in the event that the contractor fails to fulfil its contractual obligations towards the subcontractor.

In the event of disagreement concerning the implementation of this contract, the subcontractor must apply to the contractor and/or to the court competent to hear such a dispute. This situation applies to experts working under service contracts.

### **3. SERVICE CONTRACTS**

#### **3.1. DEFINITION AND TYPE OF SERVICE CONTRACTS**

Technical and economic cooperation under CIVIPOL policy involves the use of external know-how through service contracts, whether for studies or technical assistance.

##### **Research contracts**

As a general rule, design contracts imply an obligation to achieve a specific result, which means that the contractor is required to supply a specific product regardless of the technical and operational resources it has to implement to achieve the prescribed objective. Consequently, the services due under these contracts are paid for on a lump-sum basis. However, the contractor will only be entitled to payment of the full lump sum if the specific result is fully achieved.

##### **Technical assistance contracts**

Technical assistance contracts are used in cases where the service provider is asked to perform an advisory function, to manage or supervise a project, or to provide the experts specified in the contract.

Technical assistance contracts often involve only an obligation of means, which means that the contract holder is responsible for carrying out the tasks entrusted to it in the terms of reference and for the quality of the services required. These contracts are paid for on the basis of the resources and services actually used and delivered. However, the contractor has a contractual duty of care to alert CIVIPOL in good time of any event that could affect the proper execution of the project.

Some service contracts may have a mixed aspect, involving both an obligation of means and an obligation of result, depending on the activities defined.

Within the framework of CIVIPOL's activities, it is possible to define each activity as either a research contract or a technical assistance contract.

**Please note:** When implementing a project, it is often necessary to rent office space. Due to the special nature of this purchase, the "office rental" category is not included in the procurement plan, regardless of the contract value. The procedure is as follows: at least 3 premises must be visited, and the premises evaluation grid and report must be completed.

#### **3.2. RULES APPLICABLE TO ALL SERVICE CONTRACTS**

##### **3.2.1. BASIC PRINCIPLES**

The awarding of contracts is subject to strict rules. These help to guarantee the impartiality and quality of the choice of successful tenderers, as well as the best and most transparent use of public funds.

The basic principle governing the award of contracts is competitive tendering. The purpose of this call for competition is twofold:

- 1) Ensuring transparency of operations;
- 2) Get the quality you want at the best price.

There are different types of procurement procedure, each providing for different degrees of competition.

Once CIVIPOL has defined the maximum budget allocated to the contract in question, it can launch the call for tenders using the appropriate procedure.

**Please note:** Where contracts are subdivided into lots, the procedure to be applied is determined by the total amount obtained by adding together the value of each of the lots.

In the context of a service contract, a lot is an indivisible element which could not be put out to tender on its own and which, for technical reasons, cannot be combined with any other element. <sup>9</sup>

It should be noted that projects cannot be artificially split in order to circumvent the thresholds.

A service contract may provide for two types of service contracts:

- Unit price contracts: When it is difficult or impossible to predict results or the amount of work required to achieve them, unit price contracts are more appropriate, since it is economically more advantageous to pay for services on the basis of the time actually worked (day worked - day paid). It should be noted that unit price contracts (fees) are contracts with an obligation of means. The budget is therefore broken down.
- Lump sum contracts: a contract is a lump sum contract where one or more specific outcomes are stipulated in the form of clearly defined deliverables (e.g. a report or plans). A lump sum contract must always specify one or more outcomes to be achieved by the contractor and therefore services will be paid for on the basis of the outcome(s) achieved. Payment may be withheld in part or in full if the contracted result(s) have not been achieved in accordance with the detailed terms of reference. Payment(s) are conditional upon approval of such deliverable(s). If the result(s) is/are only partially achieved, a partial payment will be determined accordingly. The budget is not broken down.

### 3.2.2. THE DIFFERENT PROCEDURES FOR AWARDING SERVICE CONTRACTS

Procurement procedures differ according to the value (threshold) of the service contract to be awarded.

The international restricted procedure is the most comprehensive procedure for obtaining the most economically advantageous tender. It is the only procedure that takes place in two separate stages.

The first stage consists of drawing up, after publication of a contract notice, a shortlist of entities which at this stage are referred to as "candidates" (as no bids are submitted). To establish this shortlist, selection criteria are established, including professional criteria.

During the second stage, the entities on the shortlist receive a tender dossier including the terms of reference. From then on, the entities are referred to as "tenderers".

For other tendering procedures (simplified procedure, negotiated procedure) there is only one stage for which the participating entities are referred to as "tenderers".

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<sup>9</sup> For example, when buying computers, the keyboard is an indivisible part of the computer and cannot be purchased as a separate lot. A printer, on the other hand, can be purchased as a separate lot, as it is not essential to the operation of a computer.

### **3.3. PROCEDURES FOR AWARDING SERVICE CONTRACTS WITH A VALUE OF €300,000 OR MORE: INTERNATIONAL RESTRICTED PROCEDURE**

All service contracts with a value of €300,000 or more are subject to an international restricted invitation to tender after publication of a contract notice on the CIVIPOL website.

A competitive tender is said to be "restricted" when all economic operators may apply to take part and only candidates who meet the selection criteria may submit a bid.

The selection procedure is used to move from the long list (all candidates who have expressed an interest) to the short list. This is done by analysing the applications received following the publication of a contract notice, in which the selection criteria and an abbreviated description of the tasks to be performed have been defined. Only candidates who meet these criteria are placed on the shortlist.

CIVIPOL then issues the invitation to tender to the short-listed candidates, who then receive the tender documents. In order to ensure fair competition, no change of any kind in the identity or composition of the bidder is permitted unless CIVIPOL has given its prior written approval. An example of a situation where such approval could be given is where a merger has taken place between a successful applicant/consortium member and another company, and the new company meets the eligibility and exclusion criteria and does not give rise to a conflict of interest or unfair competition.

The successful tenderer is chosen following the award procedure, which includes an analysis and comparison of the tenders.

**Please note:** It is not permitted to modify, in any way whatsoever, the technical and economic offer of the successful tenderer. However, non-substantial errors in the tender, such as arithmetical errors, may be corrected.

#### **3.3.1. TERMS OF REFERENCE**

The purpose of the terms of reference (or technical specifications) is to provide bidders, during the tendering phase, with instructions and guidance on the nature of the bid they will be required to submit, and to serve as terms of reference for the successful bidders during project implementation. They are also intended to enable candidates to assess whether they have the capacity to carry out the contract. The terms of reference (or technical specifications) are included in the tender documents sent with the letter of invitation to tender to the entities on the shortlist.

Careful preparation of the terms of reference (or technical specifications) is extremely important to the ultimate success of the project. It is the best guarantee that the project design will be appropriate, that the work will be carried out according to schedule and that resources will be used economically. In other words, better project preparation saves time and money in the later phases of the project cycle.

The terms of reference (or technical specifications) should therefore be prepared well in advance of the tendering procedure. This time can be used to consult all parties involved in the project. This consultation will help to improve the quality of the project and strengthen the commitment of CIVIPOL itself and of the beneficiaries.

Given the complexity of certain contracts, the preparation of the terms of reference (or technical specifications) may sometimes require the assistance of one or more external specialists. In this case, the specialist(s) may neither apply nor submit a tender.

Once the terms of reference have been finalised, the call for tenders must be launched as soon as possible. Indeed, the terms of reference should reflect as accurately as possible the situation at the time of the project's start-up, in order to avoid making major efforts to redesign the project during the launch period.

### 3.3.2. ADVERTISING MARKETS

#### **Publication of contract notices**

In order to ensure the widest possible participation in calls for competition and appropriate transparency, all service contracts with a value of €300,000 or more must give rise to the publication of a specific contract notice (international restricted procedure) at least on the CIVIPOL website and - if necessary - in any appropriate media.

The contract notice must enable interested service providers to submit their applications on the basis of the information required to assess their ability to carry out the contract in question.

The contract notice must therefore contain the following information:

- **Description of the contract**, including the number and titles of the lots (if applicable);
- **The conditions for participation**, including: eligibility criteria and rules of origin; the number of tenders authorised per candidate; situations of exclusion; the possibility of sub-contracting; the debriefing meeting and/or site visit; the validity of tenders; the planned start date for the service; the period for carrying out the tasks;
- **The criteria for selecting and awarding** the contract (specification of economic and financial capacity; professional capacity; the most economically advantageous tender), etc.;
- **The submission procedure**: information on how to obtain the complete tender dossier; indication of the person responsible for the contract and contact details (e-mail and/or post); the deadline for the candidate to send any additional questions to the dossier, and the deadline for a reply by CIVIPOL; the deadline for submission of the tender; the date scheduled for the opening of tenders; the budget for the contract; the currency unit; the language of the procedure and; indication of the CIVIPOL guide to Procurement Procedures and Applicable Rules for the Award of CIVIPOL Contracts as the legal basis.

The above information is not exhaustive and may be supplemented by any other information necessary to enable the candidate to formulate a complete offer (with the exception of project information considered confidential).

Only a reasonable period of time for the submission of applications can allow competition to play a valid role. The minimum period for receiving multiple applications is 15 days from the date of publication of the notice.

If it is necessary to correct the contract notice, a notice in the form of a corrigendum must be published. The deadline for the submission of applications must then be extended to allow candidates to take these changes into account.

The selection criteria identified in the contract notice must:

- Be clearly and unambiguously worded;
- Be easy to apply for on the basis of the information submitted using the standard application form;
- Allow you to clearly determine (by YES or NO) whether the candidate meets a given selection criterion.

The criteria must be adapted according to the nature, value and complexity of the contract.

### **3.3.3. SELECTION CRITERIA**

#### **General principles**

CIVIPOL establishes clear and non-discriminatory selection criteria. In any procurement procedure, the following selection criteria shall apply:

- a) Eligibility of the tenderer or candidate to participate in the current contract after verification of its eligibility and/or the origin of the supplies and materials;
- b) Criteria for assessing its financial, economic, technical and professional capacity.

CIVIPOL may set minimum capacity levels below which it cannot accept candidates.

CIVIPOL specifies, in the contract notice, the references chosen as proof of the status and legal capacity of the tenderers or candidates.

The scope of the information requested by CIVIPOL as proof of the applicant's financial, economic, technical and professional capacity may not go beyond the subject of the contract and takes account of the legitimate interests of economic operators, in particular as regards the protection of the company's technical and commercial secrets.

#### **Checking the eligibility of candidates and/or the origin of supplies and equipment**

Verification of the nationality and/or origin of supplies and materials may be carried out by providing:

- A certificate issued by an authority in the country where the applicant is established (see Section 2.2.1);
- Proof that the origin of the supplies or materials complies with the international agreements in force (see Section 2.2.1);
- A declaration on their honour signed by the candidate to the effect that they are not in any of the exclusion situations (see Section 2.2.2).

#### **Verification of candidates' financial and economic capacity**

Proof of financial and economic capacity may be provided by one or more of the following documents:

- An appropriate statement from the bidder's bank (for example, a statement attesting to the bidder's good financial health);
- And/or a statement of overall turnover and turnover in respect of the services to which the contract relates, over a period which may not exceed the last three financial years;

- And/or, where applicable, the presentation of balance sheets or extracts from the balance sheets for the last two financial years for which the accounts have been closed.

**Please note:** Verification of financial and economic capacity does not apply to public entities or international organisations.

### **Verification of candidates' technical and professional capacity**

In procurement procedures, the technical and professional capacity of economic operators is assessed on the basis of their know-how, efficiency, experience and reliability.

It may be justified, depending on the nature, quantity or importance and use of the services to be provided, on the basis of the following documents:

- The professional qualifications of the service provider or the company's managerial staff and, in particular, those of the person or persons responsible for the service;
- And/or a list of the main services carried out during a predetermined period, indicating their value, date and recipient, whether public or private;
- And/or, possibly:
  - o A description of the technical equipment;
  - o Indication of technicians or technical bodies, whether or not they are part of the company, in particular those responsible for quality control;
  - o A statement of the average annual manpower of the service provider or contractor and the number of managerial staff over a predetermined period;
- Indication of the proportion of the contract that the service provider may intend to subcontract.

#### **3.3.4. SHORTLISTING**

The shortlist of candidates must be drawn up by the evaluation committee (see Section 2.9). The selection procedure consists of applying the selection criteria unchanged to each of the applications received.

The aim is to shortlist the candidates who best meet the selection criteria and therefore offer the best guarantees for successfully completing the contract.

**Please note:** The shortlist is necessarily the result of the longlist. No entity that has not expressed an interest at the time of the call for expressions of interest may be added to the shortlist.

**The shortlist must include a minimum of four candidates and a maximum of eight candidates.** If the number of eligible candidates meeting the selection criteria is greater than eight, additional criteria must have been provided for and published in the contract notice so as to reduce the number of eligible candidates to eight.

Shortlists of no more than four candidates should be avoided, as the successful completion of the procedure depends in particular on the number of tenders that can be evaluated (see Section 3.3.11).

The procedure leading to the establishment of the shortlist is documented in the minutes of the Evaluation Committee meeting.

All unsuccessful candidates are informed by letter that their application has not been selected by CIVIPOL. Selected candidates receive the letter of invitation to tender together with the tender documents. At the same time, the final shortlist is published on the CIVIPOL website or any other appropriate media.

**Please note:** If the number of eligible candidates meeting the selection criteria is less than four, CIVIPOL may continue the procedure, even if there is only one candidate.

### 3.3.5. DRAFTING AND CONTENT OF TENDER DOCUMENTS

Correctly drafted tender documents are essential not only to the success of the contract award procedure, but also to its proper execution.

These documents must contain all the provisions and information required by the candidates invited to submit their bids: procedures to be followed, documents to be provided, cases of non-compliance, award criteria and their weighting, sub-contracting conditions, etc. Given the complexity of some contracts, the preparation of tender documents may require the services of one or more external technical specialists.

CIVIPOL is responsible for drawing up these documents.

The tender documents must contain at least :

- The letter of invitation to tender (by post and/or email);
- Acknowledgement of receipt of the tender documents;
- Instructions to tenderers;
- Terms of reference;
- The award criteria, i.e. the criteria used in the technical evaluation with their weighting and the indication that the contract will be awarded to the "most economically advantageous tender";
- Templates for bid submission;
- General terms and conditions of CIVIPOL contracts;
- Possibly other documents such as the shortlist or the pre-financing model (for information only, as the guarantee may not be put in place until the contract has been awarded).

### 3.3.6. THE AWARD CRITERION

The contract award criteria are used to identify the most economically advantageous tender. These criteria relate to the technical quality and price of the tender.

The system for rating the technical quality of bids must be linked as closely as possible to the terms of reference describing the services to be provided, and must refer to parameters that are easily identifiable in the bids and, if possible, quantifiable.

The selection criteria that have been used to establish the shortlist and the award criteria that will be used to determine the best tender must be clearly distinct.

**Please note:** The definition of the various criteria used in the technical evaluation and their weighting must be included in the tender documents.

### **3.3.7. ADDITIONAL INFORMATION DURING THE PROCEDURE**

#### **Clarifications**

The tender documents must be sufficiently clear to avoid the need for tenderers to request additional information during the procedure. If CIVIPOL, on its own initiative or in response to a bidder's request, decides to provide additional information on the tender documents, the project manager will communicate this information by e-mail simultaneously to all other bidders.

Tenderers may ask questions in writing no later than 15 days before the deadline for submission of tenders. CIVIPOL must answer questions from all candidates invited to tender no later than 10 days before the final date set for the receipt of tenders.

For the sake of total transparency and public control, all these exchanges are also published on the Civipol website on the relevant contract notice page.

#### **Debriefing meeting**

If expressly provided for in the contract notice, the tenderer may request a debriefing meeting with CIVIPOL by post. In this case, CIVIPOL will confirm to the tenderer the date, time, points to be discussed and the access link to the meeting, which will be held by videoconference. The minutes of the debriefing meeting will be posted on the CIVIPOL website in the section dedicated to the tender in question. If the call for tenders has not been published, CIVIPOL will send the minutes of the debriefing meeting by e-mail to each of the candidates as soon as possible.

No confidential information will be revealed at the debriefing meeting.

### **3.3.8. DEADLINE FOR SUBMISSION OF TENDERS**

Tenders must be sent to CIVIPOL no later than the date indicated in the invitation to tender by registered post or express courier (the postmark or the slip issued by the courier service will serve as proof).

The minimum period between the date of dispatch of the letter of invitation to tender by CIVIPOL and the deadline for receipt of tenders is 30 days and may be extended to 45 days (or more) if justified by the size and complexity of the contract.

Only a reasonable deadline for the submission of bids can guarantee their quality and allow competition to play a valid role. Experience shows that a deadline that is too short prevents candidates from bidding or leads them to submit incomplete or poorly prepared bids.

### **3.3.9. TENDER VALIDITY PERIOD**

Tenderers remain bound by their tenders for the period specified in the invitation to tender. This period must be sufficient to allow CIVIPOL to analyse the tenders, approve the award proposal, notify the award and conclude the contract. Tenders are valid for 60 days from the deadline for submission.

The successful tenderer must also maintain the validity of its tender for a further 30 days from the date of notification of the award of the contract. This period of 30 days is added to the initial period of 60 days, regardless of the date of notification.

### 3.3.10. PRESENTATION OF OFFERS

Bids must be submitted separately for the technical and financial bids, so that the technical and financial bids can be assessed successively and separately: this ensures that the technical quality of the bids is judged independently of the price proposed. The financial offer must be placed in a sealed document.

Any breach of this measure (for example, unsealed document or mention of a price element in the technical offer) constitutes an element of non-compliance and will result in the rejection of the offer.

The tender must be submitted in accordance with the instructions to tenderers.

### 3.3.11. STAGES IN THE TENDER EVALUATION PROCEDURE

#### **Receipt and registration of bids**

On receipt of tenders, CIVIPOL must register them and issue an acknowledgement of receipt for hand-delivered tenders. Tenders must not be consulted before the opening session and must be kept in a safe place until they are opened.

Tenders must be numbered in the order in which they are received (whether or not they are received before the deadline for receipt of tenders).

#### **Tender opening session**

##### ***Part one: preparatory phase***

At the first meeting of the evaluation committee, which is held before the evaluation actually begins, the Chairman explains the purpose of the call for tenders, the evaluation system and the procedures to be followed by the committee. The tender documents must have been sent to the members of the Evaluation Committee beforehand.

##### ***Second part: compliance with administrative requirements***

The committee must decide which tenders meet the administrative formal requirements and which do not. The list of tenders received must appear in the minutes of the tender opening.

The committee checks that the bids comply with the formal requirements set out in the tender documents. These are set out in the form of an administrative compliance grid which, once completed, will be appended to the tender opening minutes. In particular, the requirements concerning:

- The date of receipt of the offer;
- The presentation of bids (see Section 3.3.10);
- The language(s) authorised for submitting the tender;
- Groups or consortiums and subcontracting;
- The nationality of subcontractors: the evaluation committee must check at this stage that the nationalities of the subcontractors proposed in the technical bids comply with the nationality rule;
- The rule of origin if the service provider is required under the terms of reference to provide supplies or materials;
- The presence in the technical offer of all the elements required by the terms of reference (for example: methodology, list and CVs of experts, timetable of activities);

- More generally, the presence of all the duly signed documents requested and other documents and information required by the tender documents.

Defects of form or significant shortcomings likely to have an impact on the performance of the contract or which distort competition and, more generally, non-compliance with administrative requirements, lead to the immediate rejection of the tenders concerned.

Within the framework of the discretionary power of the Evaluation Committee and with the agreement of its members, the Chairman of the Evaluation Committee may, in the event of doubt, request clarification from a tenderer in a situation of exclusion. In this case, the tenderer must provide alternative proof of non-exclusion within 48 hours by the same means of communication. The request, together with the new documents, must be analysed by the contract manager in the quality team and the legal department, and a response must be given to the tenderer within 48 hours and at the latest before the award decision. As a result of this request, either the tender is definitively rejected, or it will be evaluated if it complies with the established rules of non-exclusion.

Only tenders that comply with the administrative requirements will be subject to a technical evaluation.

## **Evaluation of bids according to award criteria**

### ***Part 1: Evaluation of technical offers***

The committee then examines the technical bids, with the financial bids remaining sealed. The committee members receive a copy of the technical bids. When evaluating the technical bids, each evaluator assigns a mark to each bid out of a maximum score of 100 points. This is done using a technical evaluation grid based on the weighted technical criteria stipulated in the tender documents. The committee and the evaluators may under no circumstances modify the technical criteria or the weighting of the technical criteria communicated to the tenderers.

Each voting member of the committee fills in an evaluation grid in which they record their assessment of each technical bid in order to establish an overall assessment of the strengths and weaknesses of the various technical bids.

Once the technical assessment work has been completed, the scores awarded by each assessor are compared at the committee meeting. In addition to the numerical result of his or her rating, the assessor must provide the reasons for his or her choices and justify his or her rating to the assessment committee.

In the event of major differences, the members whose opinions differ must fully justify their position during the assessment committee meeting.

They can then modify their individual evaluation grids, taking into account the general discussion on the merits of each bid. Once each technical offer has been examined, each member of the committee finalises, if necessary, his evaluation grid for each technical offer and signs it, before handing it over to the secretary of the evaluation committee.

The secretary summarises the committee members' comments in the evaluation report and calculates the final overall score, which is the arithmetic average of the final individual scores.

Once the committee has established the average score awarded to each technical bid (the arithmetic average of the final scores awarded by each voting member), bids that have not obtained the minimum score of 80 points are automatically eliminated.

**Please note:** If no technical offer achieves a minimum of 80 points, the call for tenders is declared unfruitful and must be relaunched.

The committee will only consider bids that score at least 80 points. Of these bids, the best technical bid then receives 100 points. The other bids are awarded a score calculated according to the following equation:

$$\text{Technical score} = (\text{final score of the technical offer} / \text{final score of the best technical offer}) \times 100.$$

Example of a technical assessment

	Maximum possible score	Tenderer 1	Tenderer 2	Tenderer 3
Evaluator A	100	55	88	84
Assessor B	100	60	84	82
Assessor C	100	59	82	90
Total	300	174	254	256
Average score (mathematical average)		$174/3 = 58,00$	$254/3 = 84,67$	$256/3 = 85,33$
<b>Technical score</b> (actual final score / highest final score)		Eliminated*	$84,67/85,33$ $\times 100 =$ <b>99,22</b>	<b>100,00</b>

\* Average score below 80 points. This bidder's financial offer will not be evaluated.

**Part Two: Evaluation of financial offers**

At the end of the technical evaluation, the financial bids of the tenderers who have obtained an average technical score higher than or equal to 80 points are opened, and all copies of these financial bids are initialled by the chairman and the secretary of the evaluation committee. The financial bids of rejected bidders must be kept by CIVIPOL together with the other documents relating to the call for tenders. They must remain closed.

The evaluation committee checks that the financial offers of the successful tenderers contain no arithmetical errors. Any arithmetical errors are corrected.

The comparison of the financial proposals accounts for the total amount of the fees excluding reimbursable expenses based on supporting documents. The classification of these costs by the tenderer is a requirement of the tender documents, which include a budget breakdown. Fees are determined exclusively by the tenderer.

Tenders exceeding the maximum budget allocated to the contract will be eliminated.

**Please note:** If the tender documents require the tenderer to declare and/or limit the volume and nature of subcontracted services, compliance with these obligations is verified when the financial bids are opened. Tenders that do not comply with these obligations are eliminated.

The cheapest bid receives 100 points. The other bids are awarded a score calculated according to the following equation:

Financial score = the price of the cheapest financial offer (excluding reimbursables) / the price of the financial offer in question (excluding reimbursables) x 100.

Example of a financial valuation

	Maximum possible score	Tenderer 1	Tenderer 2	Tenderer 3
Overall fees (direct costs, flat rates, etc.)		Eliminated following technical assessment	951 322 €	1 060 452 €
<b>Financial score</b> (lowest overall fee / effective overall fee x 100)			<b>100,00</b>	951 322 / 1 060 452 x 100 = <b>89,71</b>

**Please note:** If all the technically compliant bids exceed the maximum budget allocated to the project, the call for tenders is declared unsuccessful and the procedure must be cancelled. CIVIPOL may then decide to launch a negotiated procedure (see Section 3.5) with all tenderers who have submitted a technically compliant tender.

**Conclusions of the evaluation committee**

The most economically advantageous bid is selected by weighting the technical quality and price of the bids on an 80/20 basis. To this end:

- The points awarded to the technical bids are multiplied by a coefficient of 0.80;
- The points awarded to the financial bids are multiplied by a coefficient of 0.20.

### Example of a composite assessment

	Maximum possible score	Tenderer 1	Tenderer 2	Tenderer 3
Technical score x 0.80		Eliminated following technical assessment	$99,22 \times 0,80 = 79,38$	$100,00 \times 0,80 = 80,00$
Financial score x 0.20			$100,00 \times 0,20 = 20,00$	$89,71 \times 0,20 = 17,94$
Overall score			$79,38 + 20,00 = 99,38$	$80,00 + 17,94 = 97,94$
Final rankings			1	2

Tenders are ranked in descending order according to their total score obtained by adding the weighted technical and financial scores. It is essential that the calculations are carried out scrupulously in accordance with the above requirements.

Following its deliberations, the evaluation committee therefore proposes to award the contract to the tenderer:

- Who meets the rules of eligibility and origin;
- Which offers sufficient technical and professional capacity;
- Whose offer complies with the formal requirements;
- Whose financial offer does not exceed the budget allocated to the project; and
- Whose bid obtained the highest total score and is therefore deemed to be the most economically advantageous (satisfying all of the above conditions).

The entire procedure is recorded in minutes (minutes of the opening of tenders and evaluation minutes) to which are attached the administrative compliance and technical and financial evaluation grids and the declarations of impartiality and confidentiality. These minutes, signed by the Chairman, the Secretary and all the voting members of the evaluation committee, are submitted to the relevant CIVIPOL department, which, after approving the report, recommends that the contract be awarded.

The entire evaluation procedure, including the notification of the award of the contract to the successful tenderer, must take place within the period of validity of the tenders. In this respect, it is important to bear in mind the risk that the successful tenderer may no longer be able to confirm its tender (for example, because one or more of the principal experts is/are no longer available) if the evaluation procedure lasts too long.

The tender procedure, from the drawing up of the shortlist to the signing of the contract by both parties, is confidential. The decisions of the evaluation committee are collective, and its deliberations are kept secret. The members of the evaluation committee and any observers are obliged to respect confidentiality.

**Please note:** the evaluation report is for internal use only and may not be communicated to tenderers or to any party other than the authorised CIVIPOL departments.

### 3.3.12. AWARDING THE CONTRACT

At the latest, during the assessment procedure and before making the award decision, CIVIPOL ensures:

- That the potential successful tenderer, and where applicable the members of the consortium, have submitted an original signed declaration of honour concerning the exclusion and selection criteria;
- That the shortlisted bidders, and where applicable the consortium members, have submitted documentary evidence of compliance with the exclusion and selection criteria and that this evidence is admissible;
- That the pre-selected tenderers, and where applicable the consortium members and sub-contractors, are not registered in the EDES database because they are in a situation of exclusion or on the list of entities subject to EU restrictive measures. To do this, it is advisable to use the Lexis Nexis screening software and to make a screen copy to keep proof.

CIVIPOL asks the best bidder to provide the required documents and evidence within seven days of the request.

CIVIPOL must examine these documents before notifying the award decision and sending the contract for signature. If the documents are not relevant, the evaluation committee must request the same set of documents from the second-best bidder. The documents must be kept on file. This procedure cannot be carried out beyond the second-best bidder.

#### Notification to the successful tenderer

**Before the expiry of the period of validity of the tenders, and on the basis of the evaluation report as approved, CIVIPOL informs the successful tenderer in writing that its tender has been accepted, pointing out any arithmetical errors that have been corrected during the evaluation procedure.**

#### Preparation and signature of the contract

When preparing the contract for signature, CIVIPOL must proceed as follows:

- Prepare a contract file using the following structure:
  - o Copies of all documents relating to the call for tenders (contract notice, application selection report, tender opening report, evaluation report and other relevant information);
  - o two copies of the proposed contract, drawn up on the basis of the model service contract and including all the appendices, the special conditions of which must be completed.
- Sign all copies of the contract and initial all pages.
- Send the two signed copies of the contract to the successful tenderer, who must return one countersigned copy within 15 days of receipt (and, in any case, before the expiry of the tender

validity period). In duly justified cases of urgency, it is possible to accept a scanned countersignature of the contract as long as an original copy is sent at the same time. In this case, the 15-day time limit is applied to the scanned version.

**Please note:** in the event of a request for payment of an advance in excess of €100,000, the request must be accompanied by the guarantee issued by the bank guaranteeing the pre-financing. This deposit will be released as and when the advance or advances are repaid.

Public bodies and international organisations are not required to provide a bank guarantee.

### **Publication of the contract award**

Once the contract is signed, CIVIPOL must prepare a contract award notice and publish the result of the tender on the CIVIPOL website and possibly in any other appropriate media.

This includes the following information:

- Type of contract awarded
- Subject and amount of the contract awarded
- Name and address of successful bidder

In addition, CIVIPOL must simultaneously inform the other tenderers by letter that their bids have not been accepted.

#### **3.3.13. PROVISION AND REPLACEMENT OF EXPERTS**

Where the contract includes the provision of technical assistance staff, the contractor is required to provide the experts specified in its tender. In the event that the tendering company and/or the experts proposed have deliberately concealed in their tender the fact that all or part of the principal personnel proposed are in fact unavailable on the date specified for their provision in the tender documents, the committee may recommend exclusion from the tender.

Where an expert has to be replaced, the replacement expert must have qualifications and experience at least equivalent to those of the expert replaced, and the remuneration to be paid to the replacement may under no circumstances exceed that received by the expert replaced. In the event that the contractor is unable to provide an expert with equivalent qualifications and/or experience, CIVIPOL may either decide to terminate the contract if its proper performance is compromised or, if it considers that this is not the case, decide to accept the replacement, provided that the latter's fees do not exceed those of the expert replaced.

### **3.4. PROCEDURES FOR AWARDING SERVICE CONTRACTS WORTH LESS THAN €300,000: SIMPLIFIED PROCEDURE**

For a contract worth less than 300,000 euro, CIVIPOL may award the contract by simplified procedure.

The simplified procedure is similar to the international restricted procedure except that:

- The contract has not been published;
- CIVIPOL invites the entities of its choice to submit an offer (by e-mail or post);
- The list of entities receiving the letter of invitation to tender and the tender dossier must include a minimum of three service providers;
- Tenders must be made by separating the elements relating to the financial part, which must be in a sealed document;

Tenders must be received by CIVIPOL no later than the date indicated in the invitation to tender by registered letter or express courier (the postmark or courier slip serving as proof). A minimum period of 30 days from the date of receipt of the invitation letter must be allowed to the selected tenderers<sup>10</sup>.

An evaluation committee with the requisite administrative and technical capacity evaluates the bids, following the same procedure as that described for international restricted invitations to tender for service contracts.

If CIVIPOL does not receive a minimum of three tenders that satisfy the administrative formal requirements and meet the criteria of eligibility and financial, economic, technical and professional capacity, the procedure may nevertheless continue. It is nevertheless prudent to invite more than three entities to tender.

The contract is awarded to the bidder who:

- Submits a tender that complies with the administrative formalities;
- Meets the eligibility criteria, i.e. obeys the rules of nationality and origin and is not in a situation of exclusion;
- Meets the economic, financial, technical and professional capacity criteria set out in the tender documents;
- Presents the most economically advantageous offer.

As with other procedures, the invitation to tender must be cancelled and relaunched if:

- None of the bids or proposals received can be accepted from a technical point of view;
- All technically compliant bids/proposals exceed the financial resources available or the ceiling set.

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<sup>10</sup> Exceptionally, a waiver may be granted by Civipol's legal department when no valid response has been received following an initial simplified procedure and the call for tenders cannot be declared unsuccessful in order to proceed with a negotiated procedure. This applies to the following situations:

- none of the tenders received can be accepted from a technical point of view
- all the bids are technically compliant but exceed the ceiling set or the financial resources available.

In all cases, the appraisal report must contain the reasons for the reduction in this period.

### **3.5. PROCEDURES FOR AWARDING SERVICES CONTRACTS WITH A VALUE OF LESS THAN €20,000: SINGLE TENDER**

For service contracts, CIVIPOL may use a single tender procedure for all contracts worth less than €20,000.

The single tender procedure is similar to the simplified procedure except that CIVIPOL invites a single entity of its choice to submit a tender by e-mail.

No evaluation committee is required for this procedure; however a negotiation report must be drawn up explaining how the participant in the negotiation was chosen, how it met the selection criteria, how the price was set and the basis for the award decision. This must be signed by all those involved in negotiating the contract.

The single tender dossier, which must be approved by CIVIPOL, must include: the invitation email, the draft contract and its relevant annexes as well as the terms of reference/technical specifications and the tenderer's declaration.

The tender must be sent to CIVIPOL no later than the date indicated in the invitation to tender by e-mail.

If CIVIPOL receives a bid that does not comply with the administrative formal requirements and does not meet the criteria of eligibility and financial, economic, technical and professional capacity, the procedure cannot continue and must be cancelled. In this case, the procedure must be re-launched with another bidder chosen freely by CIVIPOL.

The contract is awarded if the tender submitted by the invited tenderer meets:

- administrative formalities;
- the eligibility criteria, i.e. obey the rules of nationality and origin and are not in a situation of exclusion;
- the economic, financial, technical and professional capacity criteria defined in the tender documents.

**Please note:** For services worth less than €20,000, it is possible to use the service provider's standard contract and general conditions of sale instead of CIVIPOL's standard service contract.

### **3.6. PROCEDURES FOR AWARDING SERVICE CONTRACTS WORTH €2,500 OR LESS**

Payments made for expenditure of up to EUR 2,500 may take the form of a simple invoice reimbursement, without prior acceptance of a quotation. For amounts between EUR 1,000 and EUR 2,500, a purchase order is required.

For more information on the awarding of contracts under EUR 2,500, please refer to form "PRO\_S3\_11\_ Procurement procedures within the framework of a project".

In this case, no tender documents are drawn up and there is no evaluation committee. CIVIPOL makes the purchase and keeps the invoice as proof of the procedure.

### **3.7. NEGOTIATED PROCEDURE**

The negotiated procedure may only be used in the cases provided for below. No prior approval may be granted to use the negotiated procedure outside the cases provided for in this chapter.

The tender documents, which must be approved by CIVIPOL, include at least the contract notice with the selection criteria (if applicable), the draft contract and its annexes and the terms of reference/technical specifications. The invitation to tender must specify that it is a negotiated procedure, indicate the deadline for submission of the tender (to be determined on a case-by-case basis) and set out the award process and criteria (if applicable).

The minimum requirements set out in the terms of reference/technical specifications, the final offers and the criteria specified in the contract documents are non-negotiable.

CIVIPOL may organise negotiations and possibly invite the tenderer(s) to discuss the technical and financial offer, which may be communicated at any time during the process. Recommendations regarding the award decision will be made by CIVIPOL on the basis of the results of the discussions held during the negotiation(s) and will be documented in the negotiation report.

CIVIPOL may award a contract on the basis of the initial offer without negotiation when it has indicated in the contract documents that it reserves the right to do so.

CIVIPOL must inform tenderers who are not in a situation of exclusion, whose offer complies with the contract documents and who request it in writing, of the progress of the negotiations. Such information must not prejudice the legitimate commercial interests of tenderers or distort fair competition between them.

A negotiation report must be drawn up.

This option is also available (with no value limit) in the following cases:

- A. In the case of force majeure, when CIVIPOL is obliged by compelling urgency, resulting from unforeseeable events, to act within deadlines that are not compatible with those required by the international restricted procedure or the simplified procedure.
- B. For services in extension of services already provided.

Additional services consisting of the repetition of similar services entrusted to the contractor, provided that:

- They are justified by special circumstances; and
  - They do not exceed, in value and duration, the value and duration of the initial contract.
- C. When a call for tenders is unsuccessful, CIVIPOL may, after cancelling the procedure, enter into negotiations with the tenderer(s) of its choice who participated in the call for tenders, provided that the initial conditions of the contract are not substantially altered and respecting the principle of equal treatment (for service contracts, the conditions under which a negotiated procedure is possible are defined in Sections 2.8, 3.3.4 and 3.3.11 for the international restricted procedure and 3.4 for the simplified procedure);
  - D. For actions with specific characteristics requiring the involvement of an entity due to its particular technical skills or high degree of specialisation.

- E. When a new contract has to be concluded following the early termination of an existing contract.
- F. In an emergency (see Art. 2.7)
- G. In the case of secret / confidential defence (see Art. 2.7)

CIVIPOL must prepare a negotiation report describing how the negotiations were conducted and justifying the basis for the contract award decision resulting from these negotiations.

### **3.8. FRAMEWORK SERVICE CONTRACTS**

A framework contract is a contract concluded between CIVIPOL and a company to establish the essential terms governing a series of specific contracts to be awarded during a given period, in particular as regards the duration, subject, prices and conditions of performance of the contract, as well as the quantities envisaged.

CIVIPOL may also enter into multiple framework contracts, which are separate but identical contracts with several suppliers or service providers. The specifications then specify the maximum number of operators with whom CIVIPOL will contract.

The term of such contracts may not exceed four years, save in exceptional cases duly justified, in particular, by the purpose of the framework contract.

For each specific assignment, CIVIPOL invites the successful bidder or potential bidders on the list to submit a bid within the limits of the framework contract. The most economically advantageous proposal is selected.

#### **3.8.1. SCOPE OF APPLICATION**

CIVIPOL may decide to adopt such an instrument for any project requiring the systematic use of contracts for identical purposes (e.g. translation or interpreting services).

In operational terms, it means that services can be provided as early as 14 days after the request is made.

No amount is attached to the framework contract. CIVIPOL must have funds available to cover the services contracted via the framework contract when a specific contract is concluded.

The duration of an assignment may not exceed 2 years to the day. It begins on the start date of the assignment and ends when CIVIPOL formally accepts or rejects the final report.

**Note** that an assignment can extend beyond the period of validity of a framework contract as long as it was contracted before the end of the framework contract.

#### **3.8.2. DESCRIPTION OF THE PROCEDURE**

The procedure for drawing up a framework contract is similar to that for a restricted invitation to tender.

In order to set up a framework contract, it is first necessary to launch a call for tenders under the international restricted procedure in order to draw up a list of entities likely to meet CIVIPOL's specific needs.

The steps involved in drawing up a framework contract are described below.

### **Stage 1: Advertising**

In order to ensure the widest possible participation in the framework contract and appropriate transparency, the framework contract must give rise to the publication of a specific contract notice on the CIVIPOL website or any other appropriate media.

The framework contract notice must enable interested service providers to submit their applications on the basis of the information required to assess their ability to carry out the contract in question.

The minimum deadline for receipt of applications is 30 days from the date of publication of the notice.

### **Stage 2: Evaluation (selection criteria + award criteria)**

Unlike a simple restricted invitation to tender, for a framework contract it is necessary not only to arrive at a shortlist but also to ensure that the entities on this list have the capacity to provide the service under acceptable technical and financial conditions. The evaluation must result in a shortlist of no more than eight entities, which will then not be put out to tender again.

Evaluation according to the selection criteria (see Section 3.3.3) must be followed immediately by evaluation according to the award criteria (see Section 3.3.6).

The general terms of reference may need to take account of the fact that the framework agreement may have a maximum duration of four years.

In order for the framework agreement to work, the tenderer must propose a price, accounting for, for example, the forecast inflation rate over the duration of the framework agreement, the levels of expertise involved or even cases where an intervention has to be carried out urgently<sup>11</sup>.

**Please note that there is** no successful tenderer and no service contract following the evaluation, but only a selection of entities authorised to provide specific services, and which are ranked in order of their price offer, from the lowest to the highest.

CIVIPOL only has a contractual obligation when it activates the framework agreement.

### **Stage 3: Signature of framework service contracts**

A framework service contract is signed with the entity or entities selected. It is possible (in which case it is essential to make provision for this in the contract notice) to have only one framework contractor per framework contract or several framework contractors. If the framework contract provides for the possibility of having more than one framework contractor, then a framework service contract must be signed with all the framework contractors.

**Please note:** The Master Service Agreement is signed with a value of €0. Only the contract letters activating the missions have an amount indicated.

### **Stage 4: Activating a framework contract**

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<sup>11</sup> For example, a translation to be completed within 24 hours.

For each service requirement falling within the scope of the framework agreement, CIVIPOL contacts the entities on the list in the order resulting from the evaluation (see the Request for a framework mission). The entity's availability and interest in providing the service as promised for a corresponding budget are checked.

Several framework contractors in the framework contract:

If the framework contract provides for several framework contractors, if the entity ranked first does not have the availability or is not interested, the entity ranked next is contacted, and so on.

In practice, the procedure used will be as follows:

- 1) Check the availability of funds beforehand. No application can be launched if there are no funds available to cover the operation.
- 2) Prepare specific terms of reference/mission which must be consistent with the terms of reference used to draw up the shortlist.
- 3) Send the request for tender and the terms of reference to all the entities involved in the framework agreement, regardless of the size of the services to be provided.

When preparing the offer, the entities may ask CIVIPOL for clarification of the terms of reference. Responses are sent simultaneously to all the entities consulted.

If a request for clarification results in a change to the terms of reference, CIVIPOL must inform the entities, amend the terms of reference and send the updated version of the terms of reference to all the entities consulted.

- 4) Evaluating offers.

The technical evaluation aims to verify: 1/ the compliance of the proposed experts with the expertise or profiles defined in the terms of reference, and 2/ the availability of the proposed experts.

Verification can be carried out, if necessary, on the basis of the experts' CVs and a declaration of availability and exclusivity for each expert proposed.

The purpose of the financial evaluation is to check that: 1/ the fees proposed are, for the work required, in line with the prices initially indicated by the tenderer (those that led to its inclusion on the shortlist), and 2/ any other costs associated with the work are acceptable.

The tender is awarded to the entity that meets these three criteria and is ranked highest.

If all the entities in the lot have been questioned, but no offer is acceptable, the negotiated procedure can be used.

- 5) Notifying results

The result of the evaluation, whether positive or negative, must be notified to the contractor within 14 calendar days of the deadline for submission of tenders. Entities that are not selected may ask CIVIPOL for the reasons for their rejection, as in the case of the international restricted procedure or the simplified procedure.

- 6) Preparing the specific contract (contract letter for an assignment)

To do this, the standard format in force must be used, quoting the references of the framework agreement.

7) Send the Specific Contract (Contract letter for an assignment)

A single framework contractor in the framework contract: the procedure used will be as follows:

- 1) Check the availability of funds beforehand. No application can be launched if there are no funds available to cover the operation.
- 2) Prepare the specific terms of reference, which must be consistent with the general terms of reference used to draw up the shortlist.
- 3) Send the request and the terms of reference to the framework agreement entity.

When preparing the offer, the entity may ask CIVIPOL for clarification of the terms of reference.

If a request for clarification leads to a change in the terms of reference, CIVIPOL must amend the terms of reference.

4) Evaluating offers.

The technical evaluation aims to verify: 1/ the compliance of the proposed experts with the expertise or profiles defined in the terms of reference, and 2/ the availability of the proposed experts.

Verification can be carried out, if necessary, on the basis of the experts' CVs and a declaration of availability and exclusivity for each expert proposed.

The purpose of the financial evaluation is to check that: 1/ the fees proposed are, for the work required, in line with the prices initially indicated by the bidder and 2/ any other costs associated with the work are acceptable.

The tender is awarded to the entity that meets these three criteria and is ranked highest.

If all the entities in the lot have been questioned, but no offer is acceptable, the negotiated procedure can be used.

5) Notifying the results

The result of the evaluation, whether positive or negative, must be notified to the contractor within 14 calendar days of the deadline for submission of tenders. Entities that are not selected may ask CIVIPOL the reasons for their rejection, as in the case of the international restricted or simplified or simplified procedure.

6) Preparing the specific contract (contract letter for an assignment)

This should be done using the standard format (Contract letter for an assignment to in force, mentioning the framework agreement references).

Send the specific Contract.

**Please note:** Under no circumstances may the total number of assignments carried out by the same entity under the framework contract exceed 220 days or the total amount of €100,000.

## **4. SUPPLY CONTRACTS**

### **4.1. DEFINITION**

The purpose of supply contracts is to purchase or hire products. The supply of products may also include installation and maintenance work.

### **4.2. RULES APPLICABLE TO ALL SUPPLY CONTRACTS**

#### **4.2.1. BASIC PRINCIPLES**

The basic principles described in Section 3.2.1 for service contracts also apply to supply contracts.

#### **4.2.2. THE DIFFERENT PROCEDURES FOR AWARDING SUPPLY CONTRACTS**

Procurement procedures differ according to the value (threshold) of the supply contract to be awarded:

- Supply contracts of €300,000 or more: international open procedure. The call for tenders is launched after publication of a contract notice and is open to all suppliers meeting the eligibility criteria.
- Supply contract less than €300,000 but greater than or equal to €100,000: local open procedure. The invitation to tender is issued following publication of a contract notice published locally and is open to all suppliers meeting the eligibility criteria.
- Supply contracts under €100,000: simplified procedure. The invitation to tender is issued directly to suppliers selected by CIVIPOL without publication of a contract notice. It is sufficient to receive three valid bids.
- Supply contract less than or equal to €20,000: a single tender is sufficient.
- Purchases of €2,500 or less: payments made for expenses of €2,500 or less may take the form of a simple invoice reimbursement, without prior acceptance of an offer.

### **4.3. PROCEDURES FOR AWARDING SUPPLY CONTRACTS WITH A VALUE OF €300,000 OR MORE: INTERNATIONAL OPEN INVITATION TO TENDER**

#### **4.3.1. ADVERTISING CONTRACTS**

All supply contracts with a value of €300,000 or more must give rise to the publication of a contract notice on the CIVIPOL website or in any other appropriate media.

The text of the notice must provide interested suppliers with the necessary information to determine their ability to respond to the contract in question. The tender documents for the contract in question are published on the CIVIPOL website or any other appropriate media.

In the context of advertising contracts in the press, one day's publication of the contract notice is sufficient. The rest of the time the invitation to tender will be available on the Civipol website.

For further details on the drafting of the supply contract notice, please refer to section 3.3.2. PUBLICITY OF CONTRACTS, sub-section "Publication of contract notices" of the international restricted procedure for the award of service contracts with a value equal to or greater than €300,000.

#### 4.3.2. DRAFTING AND CONTENT OF TENDER DOCUMENTS

Correctly drafted tender documents are essential not only to the success of the contract award procedure, but also to its proper execution.

These documents must contain all the provisions and information necessary for candidates invited to tender to submit their bids, in particular the instructions to tenderers setting out the administrative requirements, technical specifications and selection and award criteria.

Technical specifications must allow equal access for candidates and tenderers and must not have the effect of creating unjustified obstacles to the opening up of contracts to competition. They define the characteristics required of a product, service, material or work with regard to the use for which it is intended by CIVIPOL.

These features include:

- a) Minimum quality standards;
- b) If possible, design for all uses;
- c) Conformity assessment levels and procedures;
- d) Job ownership;
- e) Safety or dimensions, including requirements applicable to supplies for the sales name and instructions for use and for all markets, terminology, symbols, tests and test methods, packaging, marking and labelling, production procedures and methods.

As supply contracts are often technically complex, the preparation of the tender documents - in particular the technical specifications - may require the involvement of one or more external technicians. Each technician must sign a declaration of neutrality and confidentiality.

The technical specifications indicate - where appropriate, lot by lot - the exact nature and operating characteristics of the supplies. Where applicable, they also specify the conditions of delivery and installation, training and after-sales service.

It is essential that the operating characteristics correspond to the intended purpose. If a meeting is necessary to clarify the technical standards of the site on which the supplies are to be installed, the instructions to tenderers must mention this, together with the precise arrangements made for this purpose.

The purpose of the technical specifications is to define precisely the supplies required. The minimum quality standards defined in the technical specifications will enable the evaluation committee to determine which tenders are technically acceptable.

Unless justified by the subject matter of the contract, technical specifications which mention or describe products of a specific manufacture and origin and which, as such, have the effect of favouring or excluding certain products are prohibited. However, where products cannot otherwise be described in sufficiently precise and intelligible terms, they may be identified by their trade name, which must be followed by the words "or equivalent".

**The tender file must include the following documents:**

- Instructions to tenderers, including instructions relating to joint ventures and subcontracting;
- Technical specifications;
- Selection criteria;
- Award criteria;
- Templates for bid submission;
- General terms and conditions of supply contracts;
- Possibly other documents such as the model performance bond or pre-financing guarantee (for information only, as the guarantee may only be put in place when the contract is awarded).

The tender documents establish whether the offer must be made on a firm, non-revisable price basis. If not, they set out the conditions and formulas by which the price may be revised during the term of the contract. In this case, CIVIPOL takes into account in particular:

- The nature of the market and the economic climate in which it will take place;
- The nature and duration of the tasks and the contract;
- Its financial interests.

**4.3.3. SELECTION AND AWARD CRITERIA**

**Selection criteria**

The selection criteria relate to the tenderer's ability to carry out similar contracts.

The selection procedure consists of:

- Eliminating ineligible candidates on the grounds of nationality or origin of supplies or because they are in one of the situations of exclusion;
- Checking, if necessary, that the candidates' financial situation is solid and sound (financial and economic capacity);
- Verifying the technical and professional capacity of the applicants, for example by examining the average annual workforce, the size and professional experience of the applicant's supervisory staff, and the main services provided in the field of the planned action over the last few years.

Only successful bidders will be required, if necessary, to provide additional documentary evidence for the selection criteria before the contract is awarded.

**Award criteria**

These criteria must be precise and non-discriminatory and must not harm fair competition. All the criteria specified in the tender documents must be applied as they stand and may not be modified in any way during the procedure. The technical evaluation will be carried out on the basis of the evaluation criteria published in the tender documents, in particular compliance with the technical specifications requested. These criteria must not be modified in any way during the evaluation procedure. Given the diversity of supplies and their technical nature, the grid must be specially designed for each call for tender, and must make it possible to clearly determine (by YES/NO) whether the offer meets the technical specifications stipulated in the tender documents.

1) Supply contracts without after-sales service or other ancillary services

In the case of a supply contract without after-sales service or other ancillary services, price is the final award criterion. As all non-compliant proposals have already been eliminated, the tenderer with the lowest priced, technically compliant proposal is declared the successful tenderer.

2) Supply contracts involving ancillary services

In the case of a supply contract including ancillary services such as after-sales service and/or training which represent a significant proportion of the contract value, the technical evaluation must take account of the quality of these services on a YES/NO basis. In this case, all non-compliant proposals having already been eliminated, the contract is awarded to the bidder having offered the lowest total price for supplies and ancillary services.

#### 4.3.4. **ADDITIONAL INFORMATION DURING THE PROCEDURE**

##### **Clarifications**

The tender documents must be sufficiently clear to avoid the need for tenderers to request additional information during the procedure. If CIVIPOL, on its own initiative or in response to a bidder's request, decides to provide additional information on the tender documents, the project manager will communicate this information by e-mail simultaneously to all other bidders.

Tenderers may ask questions in writing no later than 15 days before the deadline for submission of tenders. CIVIPOL must answer questions from all candidates invited to tender no later than 10 days before the final date set for the receipt of tenders.

For the sake of total transparency and public control, all these exchanges are also published on the Civipol website on the relevant contract notice page.

##### **Debriefing meeting**

If expressly provided for in the contract notice, the tenderer may request a debriefing meeting with CIVIPOL by post. In this case, CIVIPOL will confirm to the tenderer the date, time, points to be discussed, and the access link to the meeting, which will be held by videoconference. The minutes of the debriefing meeting will be posted on the CIVIPOL website in the section dedicated to the tender in question. If the call for tenders has not been published, CIVIPOL will send the minutes of the debriefing meeting by e-mail to each of the candidates as soon as possible.

No confidential information will be revealed at the debriefing meeting.

#### 4.3.5. **DEADLINE FOR SUBMISSION OF TENDERS**

Tenders must be received by CIVIPOL no later than the date indicated in the call for tenders by registered letter or express courier (the postmark or courier slip serving as proof).

The minimum period between the date of dispatch of the letter of invitation to tender by CIVIPOL and the deadline for receipt of tenders is 30 days, which may be extended to 45 days (or more) if justified by the size and complexity of the contract.

#### 4.3.6. PERIOD OF VALIDITY

Tenderers remain bound by their tenders for the period specified in the invitation to tender. This period must be sufficient to allow CIVIPOL to analyse the tenders, approve the award proposal, notify the award and conclude the contract. Tenders are valid for 60 days from the deadline for submission.

The successful tenderer must also maintain the validity of its tender for a further 30 days from the date of notification of the award of the contract. This period of 30 days is added to the initial period of 60 days, regardless of the date of notification.

#### 4.3.7. PRESENTATION OF OFFERS

The technical and financial bids must be separate.

In all cases, the tender must be made in accordance with the instructions to tenderers. Failure to comply with these instructions constitutes non-compliance and will result in the rejection of the tender.

**Please note:** The tenderer must have ensured, before submitting his tender, that it is accurate and complete, that he has taken into account all the elements necessary for the complete and correct implementation of the tasks and that he has included in his rates and prices all the costs relating to the supplies, in particular:

- a) transport costs;
- b) handling, packing, loading, unloading, transit, delivery, unpacking, checking, insurance and other administrative costs relating to the supplies;
- c) the cost of documents relating to supplies, where such documents are requested by CIVIPOL;
- d) on-site implementation and supervision of the assembly and/or commissioning of the supplies delivered;
- e) the supply of tools required for the assembly and/or maintenance of the supplies delivered;
- f) the provision of detailed operating and maintenance manuals for each component of the supplies delivered, as specified in the contract;
- g) the inspection or maintenance and/or repair of supplies, for a period set out in the contract, provided that this service does not have the effect of releasing the contractor from its contractual warranty obligations;
- h) training of CIVIPOL staff, if specified in the contract.

#### 4.3.8. STAGES IN THE ASSESSMENT PROCEDURE

##### **Receipt and registration of bids**

On receipt of tenders, CIVIPOL must register them and issue an acknowledgement of receipt for hand-delivered tenders. Tenders must remain sealed and kept in a safe place until they are opened.

Tenders must be numbered in the order in which they were received (whether or not they were received before the deadline set for the receipt of tenders).

## **Tender opening session**

### ***Part one: preparatory phase***

At the first meeting of the evaluation committee, which is held before the evaluation actually begins, the chairman explains the purpose of the call for tenders, the evaluation system and the procedures to be followed by the committee. The tender documents must have been sent to the members of the Evaluation Committee beforehand.

### ***Second part: compliance with administrative requirements***

The evaluation committee must determine which tenders meet the formal requirements and which do not. The list of tenders received must appear in the tender opening minutes.

The committee checks that the bids comply with the formal requirements set out in the tender documents. These are set out in the form of an administrative compliance grid which, once completed, will be appended to the tender opening minutes. In particular, the requirements concerning:

- The date of receipt of the offer;
- The language(s) authorised for submitting the tender;
- Groups or consortiums and subcontracting;
- The nationality of subcontractors: the evaluation committee must check at this stage that the nationalities of the subcontractors proposed in the technical bids comply with the nationality rule;
- The rule of origin for supplies or equipment;
- More generally, the presence of all the duly signed documents requested and other documents and information required by the tender documents.

Failure to comply with the administrative requirements will result in the immediate rejection of the tenders concerned.

Within the framework of the discretionary power of the Evaluation Committee and with the agreement of its members, the Chairman of the Evaluation Committee may, in the event of doubt, request clarification from a tenderer in a situation of exclusion. In this case, the tenderer must provide alternative proof of non-exclusion within 48 hours by the same means of communication. The request, together with the new documents, must be analysed by the contract manager in the quality team and the legal department, and a response must be given to the tenderer within 48 hours and at the latest before the award decision. As a result of this request, either the tender is definitively rejected, or it will be evaluated if it complies with the established non-exclusion rules.

### ***Third part: verification of tenderers' capacity***

Verification of financial, economic, technical and professional capacity is based on the requirements set out in the tender documents.

This may include one or more of the following documents justifying financial and economic capacity:

- An appropriate statement from the bidder's bank (for example, a statement attesting to the bidder's good financial health);

- And/or a statement of overall turnover and turnover in respect of the type of supplies and ancillary services to which the contract relates, over a period which may not exceed the last three financial years;
- And/or, if applicable, the presentation of balance sheets or extracts from the balance sheets for the last two financial years for which the accounts have been closed.

This may include one or more of the following documents justifying technical and professional capacity:

- The professional qualifications of the service provider or the company's managerial staff and, in particular, those of the person or persons responsible for the service;
- And/or a list of references for similar supply contracts obtained during a predetermined period, indicating their value, date and recipient, public or private;
- And/or, possibly:
  - o A description of the technical resources;
  - o A description of the product range;
  - o Indication of technicians or technical bodies, whether or not they are part of the company, in particular those responsible for quality control;
  - o A statement of the average annual manpower of the service provider or contractor and the number of managerial staff over a predetermined period;
- Indication of the proportion of the contract that the service provider may intend to subcontract.

The scope of the information requested by CIVIPOL as proof of the candidate's financial, economic, technical and professional capacity must take account of the nature, quantity or size and use of the supplies. It may not go beyond the subject of the contract and must take account of the legitimate interests of economic operators, in particular as regards the protection of the company's technical and commercial secrets. Depending on the size of the call for tenders

Only those tenders will be technically evaluated:

- Meets administrative formal requirements;
- Meeting the eligibility criteria;
- Providing the required financial, economic, technical and professional guarantees.

### **Technical compliance of bids**

The criteria used are those published in the tender documents and, consequently, the technical evaluation is carried out using the resulting evaluation grid. Neither the committee nor the evaluators may modify the technical evaluation criteria communicated to the bidders in the tender documents.

The results are recorded in an analysis grid with the answer YES or NO for all the elements specified in the tender documents. If the invitation to tender is divided into lots, the technical evaluation must be carried out lot by lot.

If there is any doubt about the origin of the products, additional information must be requested. The tenderer must then provide proof of origin in the form of a certificate of origin or other official documents constituting prima facie evidence.

Once completed, the analysis grid is appended to the minutes of the evaluation committee.

At the end of the evaluation of the tenders, the evaluation committee decides on the technical compliance of each tender and classifies the tenders in two categories: "technically compliant" or "technically non-compliant". In the case of contracts involving after-sales services and/or training, the technical quality of these services is also assessed during the technical analysis of the tenders.

**Please note:** If no offer is technically compliant, the call for tenders is declared unfruitful and must be relaunched.

### **Evaluation of financial proposals**

Only technically compliant bids will give rise to a financial evaluation.

The committee first checks the financial proposals for arithmetical errors. Any arithmetical errors are corrected.

Tenders exceeding the maximum budget allocated to the contract will be eliminated.

**Note:** If the tender documents require the tenderer to declare and/or limit the volume and nature of subcontracted supplies, compliance with these obligations is verified when the financial offer is opened. Tenders that do not comply with these obligations are eliminated.

If the invitation to tender covers several lots, prices are compared for each lot. The financial evaluation must identify the best financial proposal for each lot, taking into account any discounts made by tenderers.

#### Example:

- Company A is offering a 20% discount if it is awarded lots 1 and 3,
- Company B offers a 10% discount if it is awarded all three lots,
- Company C does not offer any discounts.

The rankings before the handover are as follows:

	Company A (prices)	Company B (prices)	Company C (prices)	Score without discount
LOT 1	90	80	70	Company C
LOT 2	-	40	50	Company B
LOT 3	60	70	55	Company C

The rankings after the discount are as follows:

	Company A (price with 20% discount)	Company B (price with 10% discount)	Company C (no discount)
LOT 1	72	72	70
LOT 2	-	36	50
LOT 3	48	63	55

The 3 possible combinations are:

- Combination 1:  $72 + 40 + 48 = 160$
- Combination 2:  $72 + 36 + 63 = 171$
- Combination 3:  $70 + 50 + 55 = 175$  but since Lot 2 has a cheaper price on offer, the sum becomes  $70 + 40 + 55 = 165$

In conclusion, you should choose combination 1, awarding the contracts for lots 1 and 3 to company A and lot 2 to company B for the initial price offered.

**Please note:** If all the technically compliant bids exceed the maximum budget allocated to the project, the call for tenders is declared unsuccessful and the procedure must be cancelled. CIVIPOL may then decide to launch a negotiated procedure (see Section 0) with all bidders who have submitted technically compliant bids.

### **Conclusions of the Evaluation Committee**

The successful tenderer is the one submitting the lowest bid classified as "technically compliant" during the technical evaluation. He must be declared the successful tenderer if the tender is equal to or less than the maximum budget available for the contract.

Unless the procedure is cancelled, the evaluation committee will propose, at the end of its deliberations, that the contract be awarded to the tenderer:

- Which complies with administrative requirements;
- Who provides the required financial, economic, technical and professional guarantees;
- Who meets the technical specifications stipulated in the tender documents;
- Which corresponds to the cheapest offer meeting the above conditions;
- Whose total budget does not exceed that allocated to the project.

The entire procedure is recorded in minutes (tender opening minutes and evaluation minutes) to which are attached the administrative compliance and technical and financial evaluation grids and the impartiality and confidentiality declarations. These minutes, signed by the chairman, secretary and all the voting members of the evaluation committee, are submitted to the relevant CIVIPOL department, which, after approving the report, recommends that the contract be awarded.

The entire evaluation procedure, including notification of the award of the contract to the successful tenderer, must take place within the period of validity of the tenders. In this respect, it is important to

bear in mind the risk that the successful tenderer may no longer be able to confirm his tender if the evaluation procedure lasts too long.

The tender procedure is strictly confidential. The decisions of the evaluation committee are collective and its deliberations are kept secret. The members of the evaluation committee and any observers are obliged to respect confidentiality.

**Please note:** the evaluation report is for CIVIPOL's internal use only and may not be communicated to tenderers or to any party other than authorised CIVIPOL departments.

#### 4.3.9. AWARD OF THE CONTRACT

At the latest during the assessment procedure and before making the award decision, CIVIPOL ensures:

- That the potential successful tenderer, and where applicable the members of the consortium, have submitted an original signed declaration of honour concerning the exclusion and selection criteria;
- That the shortlisted bidders, and where applicable the consortium members, have submitted documentary evidence of compliance with the exclusion and selection criteria and that this evidence is admissible;
- That the pre-selected tenderers, and where applicable the consortium members and sub-contractors, are not registered in the EDES database because they are in a situation of exclusion or on the list of entities subject to EU restrictive measures. To do this, use the LexisNexis screening software and make a screen copy to keep proof.

CIVIPOL asks the best bidder to provide the required documents and evidence within 7 days of the request.

CIVIPOL must examine these documents before notifying the award decision and sending the contract for signature. If the documents are not relevant, the evaluation committee must request the same set of documents from the second best bidder. The documents must be kept on file. This procedure cannot be carried out beyond the second best bidder.

#### **Notification to the successful tenderer**

Before the expiry of the period of validity of the tenders, and on the basis of the evaluation report as approved, CIVIPOL informs the successful tenderer in writing that its tender has been accepted, pointing out any arithmetical errors that have been corrected during the evaluation procedure.

#### **Preparing and signing the contract**

When preparing the contract for signature, CIVIPOL must proceed as follows:

- Prepare a contract file using the following structure:
  - o copies of all tender documents (contract notice, tender opening report, evaluation report and other relevant information);
  - o 2 copies of the proposed contract, drawn up on the basis of the model supply contract and including all the appendices, the special conditions of which must be completed.
- Sign all copies of the contract and initial all pages.

- Send the 2 signed copies of the contract to the successful tenderer, who must return one countersigned copy within 15 days of receipt (and, in any case, before the expiry of the tender validity period).

**Please note:** in the event of a request for payment of an advance in excess of €200,000, the request must be accompanied by the guarantee issued by the bank guaranteeing the pre-financing. This deposit will be released as and when the advance or advances are repaid.

Public entities are not required to set up a bank guarantee.

### **Publication of the contract award**

Once the contract has been signed, CIVIPOL must prepare a contract award notice and publish the result of the tender on the CIVIPOL website and possibly in any other appropriate media.

This includes the following information:

- Type of contract awarded
- Subject and amount of the contract awarded
- Name and address of successful bidder

In addition, CIVIPOL must simultaneously inform the other tenderers by letter that their bids have not been accepted.

#### **4.4. PROCEDURES FOR AWARDING SUPPLY CONTRACTS WORTH LESS THAN €300,000 BUT MORE THAN €100,000 LOCAL OPEN PROCEDURE**

These contracts are awarded following an open call for tenders published locally, during which the contract notice is published in the country where the work is to be carried out and on the CIVIPOL website, where only the address where companies can obtain further information is given.

The rest of the procedure is absolutely identical to the international open procedure.

#### **4.5. PROCEDURES FOR AWARDING SUPPLY CONTRACTS WORTH LESS THAN €100,000 BUT MORE THAN €20,000: SIMPLIFIED PROCEDURE**

The simplified procedure is similar to the international open procedure except that:

- The contract has not been published;
- CIVIPOL invites the suppliers of its choice to submit a tender;
- The number of suppliers receiving a letter of invitation to tender and the tender documents must be at least three.

Tenders must be received by CIVIPOL no later than the date indicated in the invitation to tender by registered letter or express courier (the postmark or courier slip serving as proof). The minimum period

between the date of dispatch of the letter of invitation to tender by CIVIPOL and the deadline for receipt of tenders is 30 days<sup>12</sup>.

An evaluation committee with the required administrative and technical capacity evaluates the bids following the same procedure as that described for international open tenders for supply contracts.

If CIVIPOL does not receive a minimum of three tenders meeting the criteria of eligibility and financial, economic, technical and professional capacity and satisfying the administrative requirements, the procedure may nevertheless continue. It is nevertheless prudent to invite more than three entities to tender.

The contract is awarded to the bidder who:

- Submits a bid that meets the formal administrative requirements;
- Meets the eligibility criteria, i.e. obeys the rules of nationality and origin and is not in a situation of exclusion;
- Meets the economic, financial, technical and professional capacity criteria set out in the tender documents;
- Presents the most economically advantageous offer.

As with other procedures, the invitation to tender must be cancelled and relaunched if:

- None of the bids or proposals received can be accepted from a technical point of view;
- All technically compliant bids/proposals exceed the financial resources available or the ceiling set.

**N.B.:** For supply contracts with a value of €100,000 or less (simplified procedure), the goods may be of any origin.

#### **4.6. PROCEDURES FOR AWARDING SUPPLY CONTRACTS WITH A VALUE OF LESS THAN €20,000: A SINGLE OFFER**

For supply contracts, CIVIPOL may use a procedure based on a single tender for all contracts worth less than €20,000.

The single tender procedure is similar to the simplified procedure except that CIVIPOL invites a single entity of its choice to submit a tender by e-mail.

No evaluation committee is required for this procedure; however a negotiation report must be drawn up (under penalty of ineligibility) explaining how the participant in the negotiation was chosen, how it met the selection criteria, how the price was set and the basis for the award decision. This must be signed by all those involved in negotiating the contract.

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<sup>12</sup> Exceptionally, a waiver may be granted by Civipol's legal department when no valid response has been received following an initial simplified procedure and the call for tenders cannot be declared unsuccessful in order to proceed with a negotiated procedure. This applies to the following situations:

- none of the tenders received can be accepted from a technical point of view
- all the bids are technically compliant but exceed the ceiling set or the financial resources available.

In all cases, the appraisal report must contain the reasons for the reduction in this period.

The single tender dossier, which must be approved by CIVIPOL, must include: the invitation email, the draft contract and its relevant annexes as well as the terms of reference/technical specifications and the tenderer's declaration.

The tender must be sent to CIVIPOL no later than the date indicated in the invitation to tender by e-mail.

If CIVIPOL receives a bid that does not comply with the administrative formal requirements and does not meet the criteria of eligibility and financial, economic, technical and professional capacity, the procedure cannot continue and must be cancelled. In this case, the procedure must be re-launched with another bidder chosen freely by CIVIPOL.

The contract is awarded if the tender submitted by the invited tenderer meets:

- administrative formalities;
- the eligibility criteria, i.e. obey the rules of nationality and origin and are not in a situation of exclusion;
- the economic, financial, technical and professional capacity criteria defined in the tender documents.

**Please note:** For supplies worth less than €20,000, the supplier's standard contract and general terms and conditions of sale may be used instead of CIVIPOL's standard supply contract.

#### **4.7. PROCEDURES FOR AWARDING CONTRACTS WITH A VALUE OF LESS THAN OR EQUAL TO €2,500**

Payments made for expenditure of up to EUR 2,500 may take the form of a simple invoice reimbursement, without prior acceptance of a quotation. For amounts between EUR 1,000 and EUR 2,500, a purchase order is required.

For more information on the awarding of contracts under EUR 2,500, please refer to form "PRO\_S3\_11\_ Procurement procedures within the framework of a project".

In this case, no tender documents are drawn up and there is no evaluation committee. CIVIPOL makes the purchase and keeps the invoice as proof of the procedure.

#### **4.8. NEGOTIATED PROCEDURE**

The negotiated procedure may only be used in the cases provided for below. No prior approval may be granted to use the negotiated procedure outside the cases provided for in this chapter.

The tender documents, which must be approved by CIVIPOL, include at least the contract notice with the selection criteria, the draft contract and its annexes and the terms of reference/technical specifications. The invitation to tender must specify that it is a negotiated procedure, indicate the deadline for submission of the tender (to be determined on a case-by-case basis) and set out the award process and criteria.

The minimum requirements set out in the terms of reference/technical specifications, the final offers and the criteria specified in the contract documents are non-negotiable.

CIVIPOL may organise negotiations and possibly invite the tenderer(s) to discuss the technical and financial offer, which may be communicated at any time during the process. Recommendations regarding the award decision will be made by CIVIPOL on the basis of the results of the discussions held during the negotiation(s) and will be documented in the negotiation report.

CIVIPOL may award a contract on the basis of the initial offer without negotiation when it has indicated in the contract documents that it reserves the right to do so.

CIVIPOL must inform tenderers who are not in a situation of exclusion, whose offer complies with the contract documents and who request it in writing, of the progress of the negotiations. Such information must not prejudice the legitimate commercial interests of tenderers or distort fair competition between them.

A negotiation report must be drawn up.

In addition, supply contracts may be awarded by negotiated procedure on the basis of a single tender in the following cases:

- A. When justified by the nature or particular characteristics of certain supplies, for example, when performance of the contract is reserved exclusively for holders of patents or licences governing their use;
- B. For additional deliveries made by the initial supplier and intended either for the partial renewal of supplies or installations in current use, or for the extension of existing supplies or installations and where the change of supplier would oblige CIVIPOL to acquire equipment using a different technique resulting in incompatibility or disproportionate technical difficulties in use and maintenance;
- C. When a call for tenders has remained unsuccessful, CIVIPOL may, after cancelling the procedure, enter into negotiations with the supplier(s) of its choice who participated in the call for tenders, provided that the initial conditions of the contract are not substantially modified and respecting the principle of equal treatment (for supply contracts, the conditions under which a negotiated procedure is possible are defined in Sections 2.8, 4.3.8 for the international open procedure and 4.5 for the simplified procedure).
- D. When a new contract has to be concluded following the early termination of an existing contract.
- E. In an emergency (see Art. 2.7)
- F. In the case of secret / classified content (see Art. 2.7)
- G. For the purchase of public communications networks and electronic communications services within the meaning of Directive 2002/21/EC of the European Parliament and of the Council of 7 March 2002 on a common regulatory framework for electronic communications networks and services (Framework Directive OJ L 108, 24.4.2002, p. 33).

CIVIPOL must prepare a negotiation report describing how the negotiations were conducted and justifying the basis for the contract award decision resulting from these negotiations.

## **5. WORKS CONTRACTS**

### **5.1. DEFINITION**

The purpose of works contracts is either the execution, or both the design and execution, of works or structures, or the realisation, by whatever means, of a work or structure that meets the requirements laid down by the client, who has a decisive influence on its nature or design.

A "work" is the result of a set of building or civil engineering works designed to fulfil an economic or technical function in its own right.

### **5.2. RULES APPLICABLE TO ALL WORKS CONTRACTS**

#### **5.2.1. BASIC PRINCIPLES**

The basic principles described in Section 3.2.1 for service contracts also apply to works contracts.

#### **5.2.2. THE DIFFERENT PROCEDURES FOR AWARDING WORKS CONTRACTS**

The procedures for awarding contracts differ according to the value (threshold) of the works contract to be awarded:

- Works contracts of €1,000,000 or more: international open procedure. The call for tenders is launched after publication of a contract notice and is open to all companies meeting the eligibility criteria.
- Works contracts under €1,000,000 but over €300,000: local open procedure. The invitation to tender is issued following publication of a contract notice published locally and is open to all companies meeting the eligibility criteria.
- Works contracts under €300,000: simplified procedure. The invitation to tender is issued directly to companies selected by CIVIPOL without publication of a contract notice. It is sufficient to receive three valid bids.
- Works contract less than or equal to €20,000: a single bid is sufficient.

### **5.3. PROCUREMENT PROCEDURES**

#### **5.3.1. CONTRACTS WITH A VALUE OF EUR 1,000,000 OR MORE**

##### **International open procedure**

The general rule for awarding works contracts is international open tendering, after publication of all relevant notices.

### 5.3.2. ADVERTISING

In order to ensure the widest possible participation in calls for tender and the necessary transparency, a contract notice must be published for each open call for tender.

All works contracts with a value of €1,000,000 or more must give rise to the publication of a contract notice on the CIVIPOL website or in any other appropriate media.

The text of the contract notice must be clear, precise and complete. It must also specify that the contracting authority is CIVIPOL and must give interested companies the information they need to determine their capacity to respond to the contract in question. The tender documents for the contract in question are published on the CIVIPOL website or any other appropriate media.

For further details on the drafting of the supply contract notice, please refer to section 3.3.2.

PUBLICITY OF CONTRACTS, sub-section "Publication of contract notices" of the international restricted procedure for the award of service contracts with a value equal to or greater than €300,000.

Due to their volume and printing costs, tender documents for works contracts are generally sent on payment of a lump sum. The tender documents must also be available for inspection at CIVIPOL. If the tender documents are subject to a charge, the contract notice will mention CIVIPOL's full bank details for its purchase.

If CIVIPOL, on its own initiative or in response to a bidder's request, changes information in the contract notice, it publishes a corrigendum including an extended submission deadline to allow applicants to take the corrections into account.

The corrigendum must be published no later than 10 days before the initial submission deadline.

### 5.3.3. DRAFTING AND CONTENT OF TENDER DOCUMENTS

Correctly drafted tender documents are essential not only to the success of the contract award procedure, but also to its proper execution.

These documents must contain all the provisions and information necessary for candidates invited to tender to submit their bids, in particular the instructions to tenderers setting out the administrative requirements, technical specifications and selection and award criteria.

Technical specifications must allow equal access for candidates and tenderers and must not have the effect of creating unjustified obstacles to the opening up of contracts to competition. They define the characteristics required of a product, service, material or work with regard to the use for which it is intended by CIVIPOL.

The specifications may concern:

- a) quality levels;
- b) environmental and climate performance;
- c) for purchases intended for use by natural persons, accessibility criteria for disabled persons or design for all users, except in duly justified cases;
- d) conformity assessment levels and procedures;
- e) performance (fitness for purpose);
- f) safety or dimensions, including the requirements applicable to supplies for the sales name and instructions for use and, for all markets, terminology, symbols, tests and test methods, packaging, marking and labelling, production processes and methods;

- g) the procedures for quality assurance, as well as the rules for designing and calculating the cost of the works, the conditions for testing, inspection and acceptance of the works, as well as the construction techniques or methods and all other conditions of a technical nature that CIVIPOL is in a position to prescribe, by way of general or specific regulations, with regard to the finished works and the materials or elements constituting them.

CIVIPOL is responsible for drawing up these documents.

As works contracts are often technically complex, the preparation of the tender documents - in particular the technical specifications - may require the involvement of one or more external technical experts. Each of these experts must sign a declaration of impartiality and confidentiality.

As with the terms of reference for service contracts, it is important to pay particular attention to the drafting of technical specifications. These are crucial to the success of the call for tenders and the proper execution of the works contract and project.

It is essential that the operating characteristics correspond to the intended purpose. If an information meeting or site visit is necessary to clarify the technical standards of the site on which the work is to be carried out, the instructions to tenderers must mention this and specify the details.

The purpose of the technical specifications is to define precisely the work required. The minimum quality standards defined in the technical specifications will enable the evaluation committee to determine which bids meet the technical requirements.

Unless justified by the subject of the contract, technical specifications which mention or describe products of a specific manufacture and origin and which, as such, have the effect of favouring or excluding certain products are prohibited. However, when products cannot be described in sufficiently precise and intelligible terms, they may be identified by their trade name, which must be followed by the words "or equivalent".

**The tender file must include the following documents:**

- Instructions to tenderers, including instructions on joint ventures and subcontracting;
- Technical specifications;
- Selection criteria;
- Award criteria;
- Templates for submitting your offer.

The tender documents must clearly indicate whether the bid is to be made at a firm price and not subject to revision. However, a review clause may be justified (to be included in the special conditions), as works contracts are often subject to price reviews.

For works contracts with a value of €1,000,000 or more, the contract notice should include a bid guarantee to ensure that bids submitted are not withdrawn. This possibility is left to the discretion of CIVIPOL, which may require a tender guarantee if it considers it appropriate and proportionate. The amount of this bid security represents between 1% and 2% of the total value of the contract. CIVIPOL releases and returns this guarantee to all tenderers when the contract is signed.

On the other hand, CIVIPOL calls the bid guarantee if the bid is withdrawn before the contract is signed.

Guarantees (pre-financing, retention and/or performance bonds) are optional. If CIVIPOL decides to require them, this obligation must be included in the tender documents.

## **Selection criteria**

The selection criteria relate to the tenderer's ability to perform similar contracts. These criteria must be precise and non-discriminatory and must not prejudice fair competition. All the criteria specified in the tender documents must be applied as they stand and may not under any circumstances be modified during the procedure.

The selection procedure consists of:

- Eliminate candidates who are ineligible on the grounds of nationality or origin of the supplies included in the works contract or because they are in one of the situations of exclusion;
- Check, if necessary, that the candidates' financial situation is solid and sound (financial and economic capacity);
- Verify the technical and professional capacity of the applicants, for example by examining the average annual workforce, the size and professional experience of the applicant's supervisory staff, and the main works carried out in the field of the proposed action over the last few years.

Only successful bidders will be required, if necessary, to provide additional documentary evidence for the selection criteria before the contract is awarded.

Concerning the supporting documents relating to the selection criteria, if the tenderer or candidate is unable to provide the references requested by CIVIPOL, CIVIPOL may, for an exceptional and justified reason, allow it to prove its economic and financial capacity by any appropriate means.

Where the work to be carried out is complex or, exceptionally, is required for a particular purpose, the technical and professional capacity may be justified by a check carried out by CIVIPOL, or on its behalf, by a competent official body of the country in which the tenderer is established, subject to the agreement of that body. This check covers the tenderer's technical capacity and production capabilities and, if necessary, the study and research resources at his disposal, as well as the measures he is taking to ensure "quality control".

## **Award criteria**

These criteria must be precise and non-discriminatory and must not harm fair competition. All the criteria specified in the tender documents must be applied as they stand and may not be modified in any way during the procedure. The technical evaluation will be carried out on the basis of the evaluation criteria published in the tender documents, in particular compliance with the technical specifications requested. These criteria must not be modified in any way during the evaluation procedure.

The technical requirements for the work are set out in the specifications (which include plans, drawings, material specifications, etc.), which may have been drawn up in advance by an engineering/architectural service provider or by CIVIPOL and which are attached to the tender documents. They describe in great detail how the work will be carried out. In this way, it must be possible to make a clear assessment (YES/NO) as to whether the bid meets the technical specifications stipulated in the tender documents.

The award criterion for the financial evaluation of work tenders is the lowest price.

### **5.3.4. ADDITIONAL INFORMATION DURING THE PROCEDURE**

#### **Clarifications**

The tender documents must be sufficiently clear to avoid the need for tenderers to request additional information during the procedure. If CIVIPOL, on its own initiative or in response to a bidder's request,

decides to provide additional information on the tender documents, the project manager will communicate this information by e-mail simultaneously to all other bidders.

Tenderers may ask questions in writing no later than 15 days before the deadline for submission of tenders. CIVIPOL must answer questions from all candidates invited to tender no later than 10 days before the final date set for the receipt of tenders.

For the sake of total transparency and public control, all these exchanges are also published on the Civipol website on the relevant contract notice page.

### **Debriefing meeting**

If expressly provided for in the contract notice, the tenderer may request a debriefing meeting with CIVIPOL by post. In this case, CIVIPOL will confirm to the tenderer the date, time, points to be discussed and the access link to the meeting, which will be held by videoconference. The minutes of the debriefing meeting will be posted on the CIVIPOL website in the section dedicated to the tender in question. If the call for tenders has not been published, CIVIPOL will send the minutes of the debriefing meeting by e-mail to each of the candidates as soon as possible.

No confidential information will be revealed at the debriefing meeting.

A corrigendum must be published before the tender deadline if the text of the contract notice is changed. The deadline for submission of tenders may be delayed to allow tenderers to take account of these changes.

### **5.3.5. DEADLINE FOR SUBMISSION OF TENDERS**

Tenders must be received by CIVIPOL no later than the date indicated in the call for tenders by registered letter or express courier (the postmark or courier slip serving as proof).

The minimum period between the date of dispatch of the letter of invitation to tender by CIVIPOL and the deadline for receipt of tenders is 60 days, which may be extended to 90 days (or more) if justified by the size and complexity of the contract.

If the technical aspect of the tender is particularly complex, CIVIPOL can organise an information meeting and/or a site visit. This meeting/site visit must be announced in the tender documents and must take place at least 20 days before the deadline for submission of tenders. CIVIPOL must indicate in the tender documents whether attendance at this meeting and/or site visit is strongly recommended or compulsory. All costs associated with attending this meeting are to be borne by the tenderers.

For reasons of transparency and equal treatment of tenderers, no individual visits may be organised by CIVIPOL during the tender period. These information meetings are not compulsory but are strongly encouraged. Any presentation or documentation used during the information meeting, as well as the minutes of the meeting, must be published on the website on which the tender was published.

### **5.3.6. PERIOD OF VALIDITY**

Tenderers remain bound by their tenders for the period specified in the invitation to tender. This period must be sufficient to allow CIVIPOL to analyse the tenders, approve the award proposal, notify the award and conclude the contract. Tenders are valid for 60 days from the deadline for submission.

The successful tenderer must also maintain the validity of its tender for a further 30 days from the date of notification of the award of the contract. This period of 30 days is added to the initial period of 60 days, regardless of the date of notification.

### 5.3.7. PRESENTATION OF OFFERS

Technical and financial bids must be separate.

In all cases, the tender must be made in accordance with the instructions to tenderers. Failure to comply with these instructions constitutes non-compliance and will result in the rejection of the tender.

### 5.3.8. STAGES IN THE ASSESSMENT PROCEDURE

#### **Receipt and registration of bids**

On receipt of tenders, CIVIPOL must register them and issue an acknowledgement of receipt for hand-delivered tenders. Tenders must remain sealed and kept in a safe place until they are opened.

Tenders must be numbered in the order in which they were received (whether or not they were received before the deadline set for the receipt of tenders).

#### **Tender opening session**

##### ***Part one: preparatory phase***

At the first meeting of the evaluation committee, which is held before the evaluation actually begins, the chairman explains the purpose of the call for tenders, the evaluation system and the procedures to be followed by the committee. The tender documents must have been sent to the members of the Evaluation Committee beforehand.

##### ***Second part: compliance with administrative requirements***

The evaluation committee must decide which tenders meet the formal requirements and which do not. The list of tenders received must appear in the tender opening minutes.

The committee checks that the bids comply with the formal requirements set out in the tender documents. These are set out in the form of an administrative compliance grid which, once completed, will be appended to the tender opening minutes. In particular, the requirements concerning:

- The date of receipt of the offer;
- The language(s) authorised for submitting the tender;
- Groups or consortiums and subcontracting;
- The nationality of subcontractors: the evaluation committee must check at this stage that the nationalities of the subcontractors proposed in the technical bids comply with the nationality rule;
- The original rule for supplies or materials included in the work;
- More generally, the presence of all the duly signed documents requested and other documents and information required by the tender documents.

Failure to comply with the administrative requirements will result in the immediate rejection of the tenders concerned. Within the framework of the discretionary power of the Evaluation Committee and with the agreement of its members, the Chairman of the Evaluation Committee may, in the event of doubt, request clarification from a tenderer in a situation of exclusion. In this case, the tenderer must provide alternative proof of non-exclusion within 48 hours by the same means of communication. The request, together with the new documents, must be analysed by the contract manager in the quality team and the legal department, and a response must be given to the tenderer within 48 hours and at the latest

before the award decision. As a result of this request, either the tender is definitively rejected, or it will be evaluated if it complies with the established rules of non-exclusion.

Any tender securities must be returned to tenderers whose bids do not comply with the formal requirements. This means that each bid that arrives after the deadline must also be opened (after the opening session), so that the guarantees can be returned to the bidders.

### ***Third part: verification of tenderers' capacity***

Verification of financial, economic, technical and professional capacity is based on the requirements set out in the tender documents.

This may include one or more of the following documents justifying financial and economic capacity:

- An appropriate statement from the bidder's bank (for example, a statement attesting to the bidder's good financial health);
- And/or a statement of overall turnover and turnover in respect of the type of supplies and ancillary services to which the contract relates, over a period which may not exceed the last three financial years;
- And/or, if applicable, the presentation of balance sheets or extracts from the balance sheets for the last two financial years for which the accounts have been closed.

This may include one or more of the following documents justifying technical and professional capacity:

- The professional qualifications of the service provider or the company's managerial staff and, in particular, those of the person or persons responsible for the service;
- And/or a list of references for similar works contracts obtained during a predetermined period, indicating their amount, date and recipient, public or private;
- And/or, possibly:
  - o A description of the technical resources;
  - o A description of the range of products used in the work;
  - o Indication of technicians or technical bodies, whether or not they are part of the company, in particular those responsible for quality control;
  - o A statement of the average annual manpower of the service provider or contractor and the number of managerial staff over a predetermined period;
- Indication of the proportion of the contract that the service provider may intend to subcontract.

The scope of the information requested by CIVIPOL as proof of the candidate's financial, economic, technical and professional capacity must take account of the nature, quantity or importance and use of the work. It may not go beyond the subject of the contract and must take account of the legitimate interests of economic operators, in particular as regards the protection of the company's technical and commercial secrets. Depending on the size of the call for tenders

Only those tenders will be technically evaluated:

- Meets administrative formal requirements;
- Meeting the eligibility criteria;
- Providing the required financial, economic, technical and professional guarantees.

With the agreement of the majority of the evaluators, the Chairman may request clarification in writing from the bidders, offering them the opportunity to respond within a reasonable period determined by the Committee.

### **Technical compliance of bids**

The criteria used are those published in the tender documents and, consequently, the technical evaluation is carried out using the resulting evaluation grid. Neither the committee nor the evaluators may modify the technical evaluation criteria communicated to the bidders in the tender documents.

The results are recorded in an analysis grid with the answer YES or NO for all the elements specified in the tender documents. If the invitation to tender is divided into lots, the technical evaluation must be carried out lot by lot.

All products purchased and materials incorporated into permanent works must comply with the original rule. Tenders that do not comply with the rule of origin must be eliminated. The rule of origin does not apply to the contractor's equipment used during construction, unless the tender documents explicitly state that this equipment becomes the property of CIVIPOL at the end of the contract.

The tenderer will be required to provide, if possible before signing the contract, proof of origin in the form of a certificate of origin or other official documents constituting prima facie evidence. The tenderer is responsible for ensuring the accuracy of the information provided.

In addition, and in compliance with the nationality rule, the evaluation committee must check at this stage that the nationalities of the subcontractors identified in the technical bids comply with this rule.

Once completed, the analysis grid is appended to the minutes of the evaluation committee.

Once the bids have been evaluated, the evaluation committee decides on the technical compliance of each bid and classifies the bids in two categories: "technically compliant" or "technically non-compliant".

**Please note:** If no offer is technically compliant, the call for tenders is declared unfruitful and must be relaunched.

### **Evaluation of financial proposals**

Only technically compliant bids will give rise to a financial evaluation.

The committee first checks the financial proposals for arithmetical errors. Any arithmetical errors are corrected.

Tenders exceeding the maximum budget allocated to the contract will be eliminated.

**Note:** If the tender documents require the tenderer to declare and/or limit the volume and nature of subcontracting, compliance with these obligations is verified when the financial offer is opened. Tenders that do not comply with these obligations are eliminated.

If the invitation to tender covers several lots, prices are compared for each lot. The financial evaluation must identify the best financial proposal for each lot, taking into account any discounts made by tenderers.

Example:

- Company A is offering a 20% discount if it is awarded lots 1 and 3,
- Company B offers a 10% discount if it is awarded all three lots,
- Company C does not offer any discounts

The rankings before the handover are as follows:

	Company A (prices)	Company B (prices)	Company C (prices)	Score without discount
LOT 1	90	80	70	Company C
LOT 2	-	40	50	Company B
LOT 3	60	70	55	Company C

The rankings after the discount are as follows:

	Company A (price with 20% discount)	Company B (price with 10% discount)	Company C (no discount)
LOT 1	72	72	70
LOT 2	-	36	50
LOT 3	48	63	55

The 3 possible combinations are :

- Combination 1:  $72 + 40 + 48 = 160$
- Combination 2:  $72 + 36 + 63 = 171$
- Combination 3:  $70 + 50 + 55 = 175$  but since Lot 2 has a cheaper price on offer, the sum becomes  $70 + 40 + 55 = 165$

In conclusion, you should therefore choose combination 1, awarding the contracts for lots 1 and 3 to company A and lot 2 to company B for the initial price offered.

**Please note:** If all the technically compliant bids exceed the maximum budget allocated to the project, the call for tenders is declared unsuccessful and the procedure must be cancelled. CIVIPOL may then decide to start a negotiated procedure with all the bidders who have submitted technically compliant bids.

### Conclusions of the Evaluation Committee

The successful tenderer is the tenderer submitting the lowest bid classified as "technically compliant" during the technical evaluation. He must be declared the successful tenderer if the tender is equal to or less than the maximum budget available for the contract.

Unless the procedure is cancelled, the evaluation committee will propose, at the end of its deliberations, that the contract be awarded to the tenderer:

- Which complies with administrative requirements;
- Who provides the required financial, economic, technical and professional guarantees;
- Who meets the technical specifications stipulated in the tender documents;
- Which corresponds to the cheapest offer meeting the above conditions;
- Whose total budget does not exceed that allocated to the project.

**Please note:** CIVIPOL may reject bids that appear to be abnormally low in relation to the work concerned. However, rejection on this ground alone is not automatic. The tenderer concerned must be invited to specify his tender in writing, in particular the aspects relating to compliance with employment protection legislation or those relating to working conditions in the place where the contract is to be performed, the construction method, the technical solutions adopted or the exceptionally favourable conditions available to the tenderer. Taking into account the evidence provided by the tenderer, CIVIPOL decides whether or not to reject the tender. This decision must be justified in the evaluation report.

The entire procedure is recorded in minutes (tender opening minutes and evaluation minutes) to which are attached the administrative compliance and technical and financial evaluation grids and the impartiality and confidentiality declarations. These minutes, signed by the chairman, secretary and all the voting members of the evaluation committee, are submitted to the relevant CIVIPOL department, which, after approving the report, recommends that the contract be awarded.

The entire evaluation procedure, including notification of the award of the contract to the successful tenderer, must take place within the period of validity of the tenders. In this respect, it is important to bear in mind the risk that the successful tenderer may no longer be able to confirm his tender if the evaluation procedure lasts too long.

The tender procedure is strictly confidential. The decisions of the evaluation committee are collective and its deliberations are kept secret. The members of the evaluation committee and any observers are obliged to respect confidentiality.

**Please note:** the evaluation report is for CIVIPOL's internal use only and may not be communicated to tenderers or to any party other than authorised CIVIPOL departments.

### 5.3.9. AWARD OF THE CONTRACT

At the latest during the assessment procedure and before making the award decision, CIVIPOL will ensure:

- That the potential successful tenderer, and where applicable the members of the consortium, have submitted an original signed declaration of honour concerning the exclusion and selection criteria;
- That the shortlisted bidders, and where applicable the consortium members, have submitted documentary evidence of compliance with the exclusion and selection criteria and that this evidence is admissible;
- That the pre-selected tenderers, and where applicable the consortium members and sub-contractors, are not registered in the EDES database because they are in a situation of exclusion or on the list of entities subject to EU restrictive measures. To do this, it is advisable to use the LexisNexis screening software and to make a screen copy to keep proof.

CIVIPOL asks the best bidder to provide the required documents and evidence within 7 days of the request.

CIVIPOL must examine these documents before notifying the award decision and sending the contract for signature. If the documents are not relevant, the evaluation committee must request the same set of documents from the second best bidder. The documents must be kept on file. This procedure cannot be carried out beyond the second best bidder.

### **Notification to the successful tenderer**

Before the expiry of the period of validity of the tenders, and on the basis of the evaluation report as approved, CIVIPOL informs the successful tenderer in writing that their tender has been accepted, pointing out any arithmetical errors that have been corrected during the evaluation procedure.

### **Preparing and signing the contract**

When preparing the contract for signature, CIVIPOL must proceed as follows:

- Prepare a contract file using the following structure:
  - o copies of all tender documents (contract notice, tender opening report, evaluation report and other relevant information);
  - o 2 copies of the proposed contract, drawn up on the basis of the model works contract and including all the appendices, the special conditions of which must be completed.
- Sign all copies of the contract and initial all pages.
- Send the 2 signed copies of the contract to the successful tenderer, who must return one countersigned copy within 15 days of receipt (and, in any case, before the expiry of the tender validity period).

**Please note:** in the event of a request for payment of an advance in excess of €200,000, the request must be accompanied by the guarantee issued by the bank guaranteeing the pre-financing. This guarantee will be released as and when the advance or advances are repaid.

Public entities are not required to set up a bank guarantee.

### **Publication of the contract award**

Once the contract has been signed, CIVIPOL must prepare a contract award notice and publish the result of the tender on the CIVIPOL website and possibly in any other appropriate media.

This includes the following information:

- Type of contract awarded
- Subject and amount of the contract awarded
- Name and address of successful bidder

In addition, CIVIPOL must simultaneously inform the other tenderers by letter that their bids have not been accepted.

#### **5.4. PROCEDURES FOR AWARDING WORKS CONTRACTS WITH A VALUE OF LESS THAN €1,000,000 BUT MORE THAN €300,000 LOCAL OPEN PROCEDURE**

These contracts are awarded following an open call for tenders published locally, during which the contract notice is published in the country where the work is to be carried out and on the CIVIPOL website, where only the address where companies can obtain further information is given.

The rest of the procedure is completely identical to the international open procedure.

#### **5.5. PROCEDURES FOR AWARDING WORKS CONTRACTS WORTH LESS THAN €300,000 BUT MORE THAN €20,000: SIMPLIFIED PROCEDURE**

The simplified procedure is similar to the international open procedure except that:

- There is no publication of the contract;
- CIVIPOL invites the suppliers of its choice to submit a tender;
- The number of companies receiving a letter of invitation to tender, and the tender documents must be at least three.

Tenders must be received by CIVIPOL no later than the date indicated in the invitation to tender by registered letter or express courier (the postmark or courier slip serving as proof). The minimum period between the date of dispatch of the letter of invitation to tender by CIVIPOL and the deadline for receipt of tenders is 30 days<sup>13</sup>.

An evaluation committee with the requisite administrative and technical capabilities evaluates the bids following the same procedure as that described for international open tenders for works contracts.

If CIVIPOL does not receive a minimum of three tenders meeting the criteria of eligibility and financial, economic, technical and professional capacity and satisfying the administrative requirements, the procedure may nevertheless continue. It is, however, prudent to invite more than three entities to tender.

The contract is awarded to the bidder who:

- Submits a bid that meets the formal administrative requirements;
- Meets the eligibility criteria, i.e. obeys the rules of nationality and origin and is not in a situation of exclusion;
- Meets the economic, financial, technical and professional capacity criteria set out in the tender documents;
- Presents the most economically advantageous offer.

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<sup>13</sup> Exceptionally, a waiver may be granted by Civipol's legal department when no valid response has been received following an initial simplified procedure and the call for tenders cannot be declared unsuccessful in order to proceed with a negotiated procedure. This applies to the following situations:

- none of the tenders received can be accepted from a technical point of view
- all the bids are technically compliant but exceed the ceiling set or the financial resources available.

In all cases, the appraisal report must contain the reasons for the reduction in this period.

As with other procedures, the invitation to tender must be cancelled and relaunched if:

- None of the bids or proposals received can be accepted from a technical point of view;
- All technically compliant bids/proposals exceed the financial resources available or the ceiling set.

## **5.6. PROCEDURES FOR AWARDING WORKS CONTRACTS WITH A VALUE OF LESS THAN €20,000: ONLY ONE TENDER**

For works contracts, CIVIPOL may use a procedure based on a single tender for all contracts worth less than €20,000.

The single tender procedure is similar to the simplified procedure except that CIVIPOL invites a single entity of its choice to submit a tender by e-mail.

No evaluation committee is required for this procedure; however a negotiation report must be drawn up under sanction of ineligibility) explaining how the participant in the negotiation was chosen, how it met the selection criteria, how the price was set and the basis for the award decision. This must be signed by all those involved in negotiating the contract.

The single tender dossier, which must be approved by CIVIPOL, must include: the invitation e-mail, the draft contract and its relevant annexes as well as the terms of reference/technical specifications and the tenderer's declaration. The tender must be sent to CIVIPOL no later than the date indicated in the invitation to tender by e-mail.

If CIVIPOL receives a bid that does not comply with the administrative formal requirements and does not meet the criteria of eligibility and financial, economic, technical and professional capacity, the procedure cannot continue and must be cancelled. In this case, the procedure must be re-launched with another bidder chosen freely by CIVIPOL.

The contract is awarded if the tender submitted by the invited tenderer meets:

- administrative formalities;
- the eligibility criteria, i.e. obey the rules of nationality and origin and are not in a situation of exclusion;
- the economic, financial, technical and professional capacity criteria defined in the tender documents.

## **5.7. NEGOTIATED PROCEDURE**

The negotiated procedure may only be used in the cases provided for below. No prior approval may be granted to use the negotiated procedure outside the cases provided for in this chapter.

The tender documents, which must be approved by CIVIPOL, include at least the contract notice with the selection criteria, the draft contract and its annexes and the terms of reference/technical specifications. The invitation to tender must specify that it is a negotiated procedure, indicate the deadline for submission of the tender (to be determined on a case-by-case basis) and set out the award process and criteria.

The minimum requirements set out in the terms of reference/technical specifications, the final offers and the criteria specified in the contract documents are non-negotiable.

CIVIPOL may organise negotiations and possibly invite the tenderer(s) to discuss the technical and financial offer, which may be communicated at any time during the process. Recommendations

regarding the award decision will be made by CIVIPOL on the basis of the results of the discussions held during the negotiation(s) and will be documented in the negotiation report.

CIVIPOL may award a contract on the basis of the initial offer without negotiation when it has indicated in the contract documents that it reserves the right to do so.

CIVIPOL must inform tenderers who are not in a situation of exclusion, whose offer complies with the contract documents and who request it in writing, of the progress of the negotiations. Such information must not prejudice the legitimate commercial interests of tenderers or distort fair competition between them.

A negotiation report must be drawn up.

In addition, works contracts may be awarded by negotiated procedure on the basis of a single tender in the following cases:

A. For the purchase of public communications networks. Electronic communications network" means transmission systems and, as appropriate, switching or routing equipment and other resources which permit the conveyance of signals by wire, by radio, by optical or by other electromagnetic means, including satellite networks, fixed (circuit- or packet-switched, including Internet) and mobile terrestrial networks, electricity grid systems, insofar as they are used for the transmission of signals, networks used for radio and television broadcasting and cable television networks, irrespective of the type of information transmitted;

B. When a new contract must be concluded following the early termination of an existing contract;

C. For new work consisting of the repetition of work entrusted by CIVIPOL to the company holding the first contract, provided that this work complies with a basic project and that this project was the subject of the first contract awarded after publication of a contract notice. The basic project must specify the scope of the new work envisaged and the conditions under which it will be awarded. The possibility of using the negotiated procedure is indicated as soon as the basic project is put out to tender and the total amount envisaged for the subsequent works is taken into account when applying the thresholds provided for;

D. When a call for tenders has been unsuccessful, CIVIPOL may, after cancelling the procedure, enter into negotiations with the company or companies of its choice that took part in the call for tenders, provided that the initial conditions of the contract are not substantially altered and in compliance with the principle of equal treatment;

E. When the work can only be supplied by one company and for one of the following reasons:  
(i) the subject of the contract is the creation or acquisition of a unique work of art or artistic performance;  
(ii) there is a lack of competition for technical reasons;  
(iii) the protection of exclusive rights, in particular intellectual property rights, must be ensured.  
The exceptions referred to in points (ii) and (iii) shall apply only where there is no reasonable alternative or replacement, and the lack of competition is not the result of an artificial restriction of the parameters when defining the market.

F. In an emergency (see Art. 2.7)

G. In the case of secret / confidential material (see Art. 2.7)

CIVIPOL must prepare a negotiation report describing how the negotiations were conducted and justifying the basis for the contract award decision resulting from these negotiations.

## 6. APPENDIX 1: SUMMARY TABLE OF DIFFERENT TYPES OF PURCHASE ORDER

Purchase amount	Less than €2,500	between €2,500 and €20,000	between €20,000 and €100,000	between €100,000 and €300,000	between €300,000 and €1,000,000	More than €1,000,000
	No purchase order required	Tender documents, contract and purchase order required				
<b>Purchase of services</b>	Payment can be made against invoice, without prior acceptance of an offer	Unique offer No minimum deadline No evaluation committee but report required	Simplified procedure minimum 30 days assessment committee	Simplified procedure minimum 30 days assessment committee	International restricted procedure Minimum 15-day period for receiving applications and drawing up a shortlist + Minimum 30-day period for receiving tenders (or even 45 days or more) Evaluation committee	International restricted procedure Minimum 15-day period for receiving applications and drawing up a shortlist + Minimum 30-day period for receiving tenders (or even 45 days or more) Evaluation committee
<b>Purchase of supplies</b>	Payment can be made against invoice, without prior acceptance of an offer	Unique offer No minimum deadline No evaluation committee but report required	Simplified procedure minimum 30 days assessment committee	Local open procedure minimum 30 days (or even 45 days or more) evaluation committee	International open procedure minimum 30 days (or even 45 days or more) evaluation committee	International open procedure minimum 30 days (or even 45 days or more) evaluation committee
<b>Purchase of construction project</b>	N/A	Unique offer No minimum deadline No evaluation committee but report required	Simplified procedure minimum 30 days assessment committee	Simplified procedure minimum 30 days assessment committee	Local open procedure minimum 30 days (or even 45 days or more) evaluation committee	International open procedure minimum 60 days (or even 90 days or more) evaluation committee