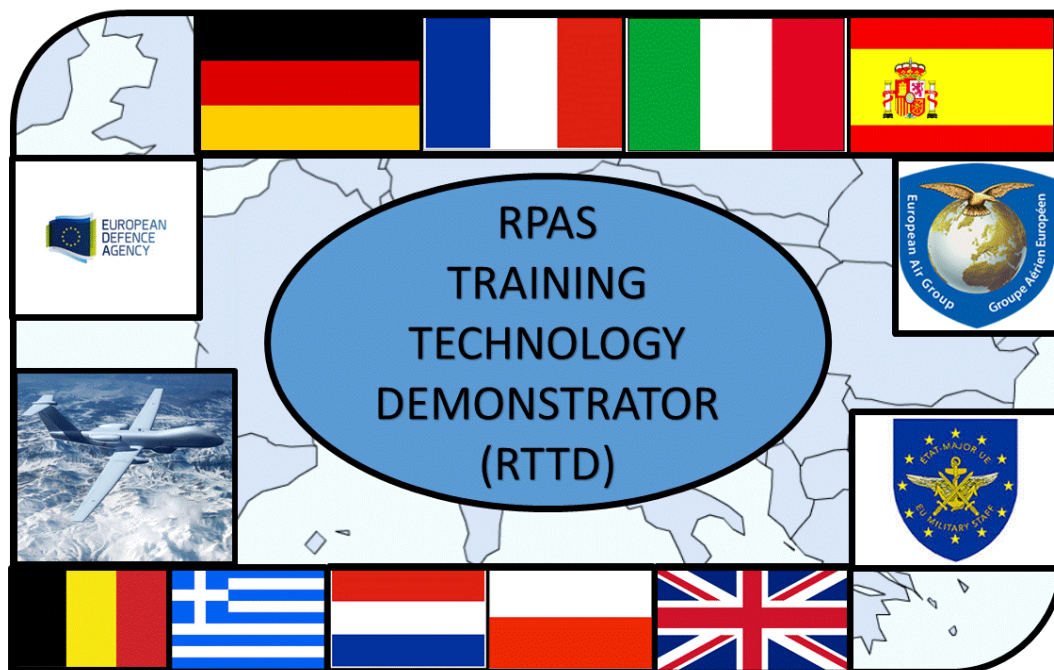


## Call for Tenders

**16.CPS.OP.180**

Framework Contract for the provision of a  
“European Medium Altitude, Long Endurance  
Remotely Piloted Aircraft System (EMALE RPAS)  
Training Technology Demonstrator (RTTD)”

Open Procedure  
**TENDERING SPECIFICATIONS & DRAFT CONTRACT**



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## INTRODUCTION TO THE EUROPEAN DEFENCE AGENCY

The European Defence Agency (EDA) governed by Council Decision (CFSP) 2015/1835<sup>1</sup> was established to “support the Member States and the Council in their effort to improve European defence capabilities in the field of crisis management and to sustain the European Security and Defence Policy as it stands now and develops in the future”.

The European Defence Agency, within the overall mission set out in the Council Decision, is ascribed four functions, covering:

- developing defence capabilities;
- promoting Defence Research and Technology (R&T);
- promoting armaments co-operation;
- creating a competitive European Defence Equipment Market and strengthening the European Defence, Technological and Industrial Base.

These four main tasks form the chain for capability development, from defining requirements via research and armaments cooperation to industrial supply. This integrated approach contributes to coherent capability development, where demand and supply are optimally connected in order to save time and costs for Member States. More collaboration will, in turn, provide opportunities for the European defence industry. The Agency also supports Ministries of Defence in their interactions with other European institutions and keeps them up-to-date regarding wider European Union (EU) policies that have implications for defence.

EDA acts as a catalyst, promotes collaborations, launches new initiatives and introduces solutions to improve defence capabilities. It is the place where Member States willing to develop capabilities in cooperation do so. It is also a key facilitator in developing the capabilities necessary to underpin the Common Security and Defence Policy of the Union.

Further information can be found on the Agency’s web site at <http://www.eda.europa.eu>.

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<sup>1</sup> Council Decision (CFSP) 2015/1835 of 12 October 2015 defining the statute, seat and operational rules of the European Defence Agency (Recast)  
Call for tenders 16.CPS.OP.180

# 1. TECHNICAL SPECIFICATIONS

## 1.1. BACKGROUND AND OBJECTIVES

1.1.1 The use of Medium Altitude, Long Endurance, Remotely Piloted Aircraft Systems (MALE RPAS) to operate at range for long periods, generate intelligence and even, to strike at targets, has become synonymous with modern coalition warfare. Once acquired, they are used extensively, with little downtime and with an operational deployment cycle that often defeats the ability to use them for training or exercises. Moreover, even if training time could be identified, realistic operation of such systems in European airspace can be challenging outside of segregated areas and would not reflect their true long-range, autonomous capabilities. Modern simulation can fill the training and exercise gap and MALE RPAS crews can train within synthetic environments, which are realistic, complex and receptive to training requirements although the costs for such equipment, with high degrees of fidelity and commonality to fielded platforms, can be prohibitive.

1.1.2 Within Europe, several Member States have acquired RPAS capabilities at varying levels: from tactical micro systems, to more strategic systems operating at the edge of space. Although during coalition operations intelligence is often shared, differences in platform types, sovereign protection of sensor capabilities and dissemination networks and purely bi-lateral commercial arrangements for platform procurement can block opportunities for collective development and training outside of operations. Within this critical Intelligence Surveillance Target Acquisition and Reconnaissance (ISTAR) area, the cumulative effect, limits coalition interoperability, concept development and doctrinal improvement.

1.1.3 In 2013, as part of EDA's Pooling and Sharing initiative, several EDA participating Member States (pMS) came together and signed a Letter of Intent to improve training, logistics, doctrine, operational procedures and even maintenance (of similar assets) within the MALE RPAS domain. The group consisted of those Member States who had already acquired MALE RPAS capability and those who aspired to get the capability within a 5 to 10-year period. The group met formally on several occasions and, within the spirit of Pooling and Sharing, undertook to harmonise their RPAS training syllabi, share operational lessons and deepen their collective understanding with meetings held at their respective RPAS training schools. In addition, the group commissioned work within the European Union Military Staff (EUMS) to develop several operational scenarios to frame discussion of MALE RPAS missions and to test the differing national approaches with a view to identifying best practice. Work also began within Germany, Italy France and Spain to develop an indigenous European MALE RPAS capability by the mid-2020s, with other Member States expected to join.

1.1.4 In early 2016, the group initiated work with both EDA and the European Air Group (EAG) to examine options to improve collective training, communications and to look at a common training

syllabus for MALE RPAS crews. As the request fell across the remit of both EDA and the EAG, they decided to work together in a joint programme where EAG would gather information on the different national approaches with a view to harmonisation of training and procedures and EDA would provide a low-cost virtual environment to enable collective training and development to take place across a networked system of generic MALE RPAS procedural trainers. In parallel, the European Union Military Staff (EUMS) Concepts Branch agreed to develop additional scenarios covering Maritime operations, European Air Traffic Insertion and Border Security. The complete set of agreed scenarios would form a basis for exercise development and as a testbed for improved interoperability, tactics and doctrinal development.

1.1.5 The present call for tenders and contracts to be concluded as a result, serves the purpose to fulfil EDA's requirement to provide a cost-effective constellation of networked, generic procedural trainers in up to nine of the pMS selected sites with the objective of enabling collective training, improved information sharing and tactical development through an ongoing virtual exercise programme delivered with pMS, EUMS and EAG partners. Given the rapid turnover and evolution of technology, the contract seeks to maximise innovation by capitalising on COTS (commercial off-the-shelf) sub-systems and looks to identify the best (MALE) RPAS Training Technology Demonstrator (RTTD) to deliver realism and flexibility at the lowest possible cost. The RTTD programme is scheduled to run with up to 9 trainers for 4 years, but may continue after that under the leadership of one or more Member States. The contract assumes a maximum of nine sites for pricing purposes.

## 1.2. REQUIREMENTS FOR THE SERVICES

1.2.1 To enable innovation, the requirements are specified largely in 'expected capability' terms with only a basic description of the possible hardware/software configuration. The framework contract assumes development and delivery of the system, in sequential stages, with prices associated with work packages and related milestones. Essentially, the contract shall provide appropriate hardware and software to deliver **guaranteed training time** on a network linked, generic, MALE RTTD for three system configurations:

**1.2.1.1 Full Collaborative Training.** In this configuration, the generic trainers are linked with the intent of joining a majority of the sites together (up to 9) simultaneously over a network capable of supporting uninterrupted service and with synchronisation of both the virtual environment and events depicted within it. This is envisaged as the primary mode for conducting the virtual exercise programme, noting that the configuration is only available at Full Operating Capability (FOC).

**1.2.1.2 Partial Collaborative Training.** In this configuration, selected sites (up to 4) can connect to each other and use the same functionality as for Full Collaboration, albeit at reduced scale.

This will be the primary mode for tactical development, information sharing and smaller virtual exercises.

**1.2.1.3 Individual Training.** In this configuration, the trainers at each site are used in isolation, without network control link to other sites, but with retained normal network functionality to access the internet, email and to access any shared databases. This will be the primary configuration for individual teaching and exercise mission rehearsal.

**1.2.2 Expected System Configurations.** Tenderers should provide their own solutions to the requirements contained within this specification and are actively encouraged to innovate and test new technology and concepts within their proposals to offer additional features and functions over and above the suggested requirements. It is assumed that tenderers will propose the use of COTS technology to provide basic functionalities and that proposals would likely contain licences for commercially available services to minimise developmental costs. To situate the requirement and provide some general guidance on the expected system to be provided under the contract, the text below offers some thoughts on possible configuration and capability for the overall system and likely components.

**1.2.3 Generic MALE RTTD.** Each site shall be equipped with a generic procedural trainer, which will likely consist of two functional consoles: The Operator Console and the Instructor Console. The dual console configuration shall be identical at each of the selected sites and offer the functionality to link them across a network of appropriate bandwidth, quality and security (the network traffic will remain unclassified). The hardware configuration shall be matched with appropriate software making maximum use of existing COTS technologies and products, including proprietary services of realistic virtual environments. The virtual environment shall be identical at each site, but not shared in real time, and exercises will be enabled through a synchronising signal, which will enable operators to experience the same real-time, synchronised experience, but without the need for a common federated environment. The environmental experience shall be physically realistic to conduct joint operations (land, sea, air and space) in terms of visual appearance, altitude/radar horizon and corresponding sensor performance. The term 'linking' refers to the ability to synchronise the environment at all of the sites so that operators are able to share the same experience (for example: observe the same vehicle move along a road and crossing the same geographic features at the same time from their respective virtual RPAS platform). In addition, they shall be able to communicate between themselves, locally across intercom with each other and their instructors, and with other sites. It is envisaged that they will be able to plan and execute the same mission and then compare results with a view to improving tactics, techniques and procedures. The simulation should also be able to support weapons employment from the platform, but with a generic capability set without direct correlation to real-world weapon inventories; however, there is no requirement to show weapon effects outside of the local simulation.

**1.2.4 The Operator Console.** An Operator Console should be capable of seating two individuals simultaneously, to take on primarily the duties of MALE RPAS Pilot and MALE RPAS Sensor/Payload Operator. The console shall be developed for ergonomic and physical comfort and include multiscreen displays of the virtual environment, sensors and flight displays. In addition, the pilot sub-console should provide sub-screens to simulate RPAS flight controls, instruments, supporting systems (fuel, anti-ice, external lights), radio communications, IFF, navigation and other relevant displays. The sensor operator sub-console shall include normal sensor controls, sensor displays for Radar (SAR/ISAR/MTI) and Electro-optic (including infra-red). The sensor screen functionality should be capable of displaying EO/IR and Radar data simultaneously from both overland and maritime environments and be adaptable to use with other feeds such as Link or Automatic Identification System (AIS). The two positions shall be linked by an intercom system and allow communication with the instructor console and other sites over configurable virtual voice networks. Communications shall include normal V/UHF military capabilities, SATCOM, data and additional intercom circuits to support instructor intervention and control of the scenarios through the Instructor Console.

**1.2.5 The Instructor Console.** The Instructor Console may be similar or dissimilar in design to the Operator Console and shall provide a supervisory function across the three operating modes (Full, Partial and Individual described in 1.2.1 above), allowing configuration of the individual Operator Consoles and control of the network for collaborative events. Each Instructor Console shall have the capability to act as a Master Instructor Console with the capability to execute its supervisory tasks across all 9 sites simultaneously. The Instructor Console shall display the same information seen by the pilots and sensor operators, but with additional control functionality, for example: to introduce technical problems with platform systems, share a display output between sites (screen mirroring), freeze activity, jump position, change characteristics of the generic MALE platform (including configuration of different sensor payloads) and control the network configuration to enable the Full, Partial and Individual training modes. The console shall also have the functionality to record the mission for post-event replay and have additional and separate communications exclusively with the instructor consoles of the other sites and separate from the direct communications with the local pilot/operator console. The Instructor Console shall also have email, FTP, database access and printing facilities, including normal propriety office tools. Its design shall also be ergonomically and physically comfortable. In addition to the supervisory functions, the Instructor console shall allow configuration of environmental effects (cloud, visibility, wind etc.) and facilitate the generation of both static and dynamic operational scenarios within the simulation through a separate Scenario Planning Application. The Scenario Planning Application shall allow placement of high definition objects within the background environment to create detailed operational environments to be used as the focus for mission execution. Once the files have been inserted into the virtual environment, it shall allow scripted events such as vehicles to move around, people to enter and leave houses, explosions to occur etc. to be visible to the operators and to drive events within the exercise scenarios.

**1.2.6 Deployment Requirement:** The system will be deployed in two phases. Completion of deployment of the first phase, including system acceptance at the respective sites, local training and including the networked functionality will define the Initial Operating Capability (IOC). Deployment of the remaining systems and successful completion of the local and global acceptance testing will define Full Operating Capability (FOC). Additionally, milestones are offered to match development and payment goals.

**1.2.6.1 Phase One Deployment (IOC)** will include delivery, installation, and testing of the system at four of the Member States sites, specifically: Italy, France, Germany and Spain and also an initial support package to ensure availability of the live systems is maximised as the deployment tranches are rolled out. IOC is expected to be complete in 2017; however, tenders shall include expected deployment schedules in the form of a Gantt chart and project plan. The maximum price for delivery of IOC is 350,000 EUR, which, in addition to development, deployment and local training costs, includes delivery of ongoing support services to guarantee availability of the simulators throughout the whole duration of the framework contract.

**1.2.6.2 Phase Two Deployment (FOC)** will assume successful delivery of IOC and include delivery, installation, and testing of the system at up to five additional Member States' sites. For planning purposes, the contract assumes these sites to be: Greece, Poland, the Netherlands, Belgium and the UK. The maximum price for delivery of FOC (from IOC) is 300 000 EUR and it is expected to be complete by 2018; however, tenders shall include expected deployment times in the form of a Gantt chart and project plan. Again, the maximum price includes delivery of a suitable support arrangement for the additional infrastructure, licences and services to cover the expected 48-month duration and local training.

**1.2.7 Government Furnished Services (Phase I & II).** The contract assumes that the respective national government will provide a suitable site for installation, including lighting, heating/cooling, security and personnel to operate the trainer at no cost to the contractor (outside of the delivery of local initial and continuation training). The contract also assumes that appropriate network installation, physical connection cost, network operating cost for the trainer will be borne by the respective government. Responsibility for the ongoing stability of the network systems (e.g. network control) will fall to the contractor. Normal office furniture (additional chairs, tables etc. will be provided free of charge by the host nation; however, specialist cabinets to house electronic components and the specific elements of the Trainer will be provided by the contractor. Each site will nominate an official to act as the local interface with the contractor and to agree local training requirements.

**1.2.8 Expected Support Solution (Phase I & II).** The hardware will remain in the possession of EDA throughout the contract duration, unless a transfer to national government is agreed. The contract assumes that the contractor will provide initial training to local staff on the operation and maintenance of the trainer and will provide a suitable support arrangement to guarantee availability of the individual



functionality and networked functionalities. The local training package will be assumed to be repeated once within every 12-month period from completion of the initial course to cater for changeover of staff and will be agreed locally as required. It is expected that the courses will be combined to cover several sites within one session, with travel cost of non-contractor personnel falling to the national authorities. The contractor will provide appropriate on-site or off-site support to guarantee the agreed service and shall provide local documentation and basic spares to address minor availability issues. A help-line (or novel support arrangement) shall be available in normal office hours to provide immediate advice. The contract does not assume permanent deployment of contract staff at the respective sites; however, the penalty charges detailed in TABLE 1 will apply to longer-term unserviceability.

**1.2.9 Performance of the Contract.** EDA, as the contracting authority, will ensure that the contract is performed in line with the tender specification, the contractor's proposal and any agreement made subsequently to optimise the efficiency of service delivery within the scope of this contract. EDA will retain responsibility for activating the proposed elements of the framework contract and will administer the contract through meetings with the contractor either in Brussels or, if required, at the selected sites. EDA will nominate a Project Officer as the Point of Contact for all aspects of the contracts execution and will liaise with local sites to ensure conformity. After FOC, elements of this responsibility may be delegated to local site managers.

**1.2.10 Quality Requirements.** The quality of the service prior to initial deployment will be assessed at the completion of factory testing and after deployment to the first 2 sites through an agreed phase of acceptance testing based on Tables 3-5 below and through reasonable assessment of the instructors and operators comments as to utility and ease of use. Subsequent orders for the additional sites will be predicated on successful deployment of an agreed quality standard at the first 2 sites. IOC, will be assessed through the successful completion of a virtual exercise involving all 4 Member States. For FOC, the quality will be assessed through local acceptance testing at each site (to the same standards as sites 1 and 2) at the time of installation and a final, Full Collaborative Training configuration test, which will exercise all of the required functionalities specified within the tender specifications, again through execution of a virtual exercise. A table showing milestones for the contract with indicative timelines is shown below. The acceptance testing will require acceptable demonstration of the expected functionalities detailed within the tables 3-5.

**1.2.11 Penalty Charges.** Prior to IOC, penalty charges will not apply. Following IOC, in circumstances where one or more trainer(s) at sites 1-4 are not available for Individual and/or Partial training for a short period (less than 7 cumulative working days in a quarter) no penalty will be applied. However, if the period of non-availability exceeds 7 working days (measured cumulatively per site) in any quarter, the contractor will be required to pay a penalty charge to EDA for the lack of service. The period of unserviceability does not apply to down-time resulting from normal maintenance activity (software updates etc.) or for system time allocated to initial and continuation training for staff. The expected

duration of non-availability per quarter related to routine maintenance and training should be included within proposals. From Milestone 3 onwards the penalty will apply to sites 1-6 and from FOC onwards it will apply to sites 1-9. Penalty charges will only occur when the loss of availability is directly attributable to the actions of the contractor and not due to external factors (network outage) or the actions of Member State personnel.

#### 1.2.11 - TABLE 1 - Penalty Charges Payable per Quarter

| Period of unserviceability | Charges Payable to EDA |
|----------------------------|------------------------|
| 0-7 Days                   | Nil                    |
| 8-28 Days                  | 200 EURO per lost day  |
| Over 28 Days               | 300 EURO per lost day. |

**1.2.11 Expected Structure of Work Packages.** The phases of activity to reach IOC and FOC are further divided into four work packages (WP) with associated milestones for achievement and to regulate financial payments. TABLE 2 below describes the content of each WP.

#### 1.2.12 - TABLE 2 - Key Events and Milestone Descriptions.

| Key Event          | Description   | Indicative Timeline <sup>2</sup> |
|--------------------|---|----------------------------------|
| Kick-off Meeting   | The first formal meeting after contract signature at EDA in Brussels to agree and discuss delivery implementation. This meeting will include expert representatives of the Member States.   | T0                               |
| WP1 - Milestone 1  | Delivery of a working trainer at two selected sites and completion of development (assumed to be at Contractor's facility) and acceptance testing and local training at deployed sites. Includes on-going support solution for 2 sites. | T0 + 9 months                    |
| WP 2 - Milestone 2 | <b>Initial Operating Capability</b> – Deployment at four sites and completion of a successful virtual exercise in Partial Collaborative Training Mode. Includes on-going support solution for 4 sites.                                  | T0 + 12 months                   |
| WP-3 Milestone 3   | Delivery of a working trainer at fifth and sixth site and completion of acceptance testing and local training. Includes on-going support solution for 6 sites.  | T0 + 16 months                   |
| WP-4 Milestone 4   | <b>Full Operating Capability</b> – Deployment at up to 9 sites and completion of a virtual exercise in Full Collaborative Training mode. Includes on-going support solution for up to 9 sites for full period of contract (48 months)   | T0 + 20 months                   |

<sup>2</sup> The timings associated with the relevant milestones are indicative only. Proposals should include a project plan a Gantt chart showing the Contractor's expected timescale for deployment, which, subject to assessment by the EDA PO and MS representatives, will be agreed at the Kick-off meeting (T0).

### 1.3.REQUIREMENTS FOR THE DELIVERABLES

**1.3.0 Overview of the Requirements.** Section 1.2 above gives a detailed overview of the RTTD requirement in terms of expected services as work packages to deliver the IOC and FOC capability. This section gives a more detailed statement of the required deliverable functionalities and also covers the additional requirements to ensure good project management, risk management and to ensure the proposed support package is adequate to achieve the aim. The expected Functionalities for the proposed systems are given in Tables 3-5 below. Tenderers are to consider the listed points to be non-exhaustive and to provide overall guidance as to the type of system required. Tenderers should aim if possible to provide in their tender additional functionalities through use of innovation, novel technologies and new concepts to enhance the operators training experience and deliver a high degree of fidelity and utility.

#### 1.3.1 - The RTTD System – TABLE 3

| Reference | Description of Expected RTTD System Functionality   |
|-----------|---|
| 1.3.1.1   | The individual site installations and overall RTTD system should conform to all applicable safety and security standards that apply (both nationally and international).  |
| 1.3.1.2   | The site installations should be installable in a normal classroom environment and should not require any additional building or modification other than normal power and network connection.   |
| 1.3.1.3   | The site installations should be able to operate by day and night in both the real and virtual world.   |
| 1.3.1.4   | The network speed should be sufficient to allow full synchronisation of the virtual environment and to allow inter-site communications and control without degradation of the required functionalities. In particular, voice and media transmission should be of high quality, without distortion.  |
| 1.3.1.5   | The RTTD should be designed with ergonomic and physical comfort in mind to allow extended use during exercises.   |
| 1.3.1.6   | The installed virtual environment should be realistic and commensurate with COTS proprietary products standards.  |
| 1.3.1.7   | The installed virtual environment should be able to support all aspects of the virtual exercise programme in terms of environmental factors (cloud, visibility, wind, icing, sun position etc.) variability of background terrain (Land: (urban, mountains, desert, forests, polar etc.) and Sea: (littoral areas and blue ocean). The background display should be of sufficient fidelity to identify key features such as road and rail networks, rural and urban environments. Military specific objects such as aircraft hangers, |

|          |   |
|----------|---|
|          | harbours, ammunition and fuel storage sites should be included to increase realism of operational events. Through use of the Scenario Planning Application should enable the insertion of local areas of higher definition and dynamic content such as moving people, vehicles, trains, etc. The environment should be directly mapped to corresponding sensor displays such as radar and EO/IR to achieve a high degree of correlation. The Virtual Environment should capitalise to the maximum degree on COTS proprietary products and should avoid in house design to minimise costs. |
| 1.3.1.8  | The environment should include latitude and longitude positional coordinates in line with normal GPS requirements and the ability to toggle to MGRS.  |
| 1.3.1.9  | The system should be capable of simulating start up, taxi and take off from a generic airfield and landing at the same or another site.   |
| 1.3.1.10 | The RTTD will operate in the English (UK) language only.  |
| 1.3.1.11 | The system should be supported with critical spares and technical documentation to enable on-site resolution of minor unserviceability.   |
| 1.3.1.12 | Liability for normal risks such as fire, theft and accidental damage will be at no cost to the contractor unless the resulting damage is attributable to the actions of the contractor.   |
| 1.3.1.13 | The RTTD will be supported on an 'obsolesce only' basis over the 48 months of the contract. This will include software patches to assure ongoing stability/security but not improvements to capability.   |
| 1.3.1.14 | Following FOC, system improvements above the obsolescence baseline, may be administered through a 'change request' process and funded by EDA on a case-by-case basis and mutual agreement.  |
| 1.3.1.15 | The support service should maximise availability. It is assumed that the contractor will propose a certain number of days per quarter for routine maintenance and to conduct staff training. Outside of these periods the system should achieve availability of both the consoles and the network of at least 90%, equating to a maximum of 7 days per quarter of unserviceability before the penalty clause is activated.  |

### 1.3.2 - The Operator Console - TABLE 4

| Reference | Description of Expected Operator Console Functionality   |
|-----------|--|
| 1.3.2.1   | The Operator Console (Pilot Station) will enable conventional control of the air platform and the ability to monitor the general systems of the air vehicle to ensure a safe and stable flight within the flight envelope of the system. Controls should |

|         |  |
|---------|--|
|         | include point and click device, keyboard and appropriate HMI for control of 3-axis motion and thrust. Additional functions such as autopilot and communications displays should be included and normally be touch screen or switch activated.  |
| 1.3.2.2 | The Operator Console (Payload Station) will enable conventional management of sensor payloads (configurable at the Instructor Console) through touch screens, and sensor displays in an ergonomic screen arrangement. EO/IR, RADAR (SAR/ISAR and MTI) sensors are assumed with the functionality to integrate Automatic Information System (AIS) for maritime missions. Control of the sensors should be through conventional point and click device, keyboard and appropriate HMI for the manual control of sensors.  |
| 1.3.2.3 | The Operator Console should include additional shared screens to display moving map, platform camera (nose or tail) and mission planning functions. Displays should include overlays for data link coverage, nominal and return-to-home routes, fuel planning, validation of the mission in compliance with performance, in-flight re-planning, etc. The moving map display should also include functionality to draw and insert tactical overlays such as threat circles, which can be automatically deployed from a generic threat database using drag and drop functions.   |
| 1.3.2.4 | <p>The Mission system capabilities should also include:</p> <p>A laser pointer to enable Laser Target Marking (LTM) and Laser Range Designation (LRD).</p> <p>Simulation of the communications links and the associated equipment, including:</p> <p>Establishment and management of the communications between the Air Segment and Ground Segment, including command and control and the monitoring of the status of the air vehicle, antennas and satellite operation.</p> <p>Simulation of digital terrain to predict and manage data link coverage for Line of Sight connectivity.</p> <p>Visualization of video signal from payload and/or forward looking camera</p> <p>Payload data: date and time, mode (EO, IR, etc.), field of view, deviation and aiming of the EO/IR regarding the heading of the aircraft, elevation, aircraft position, barometric altitude, azimuth, and slant range to the acquired target position.</p> |

|          |  |
|----------|--|
|          | Track function and footprint. Slave to sensor/camera guide mode (the air vehicle is controlled by the camera pointing).<br><br>Snapshot and recording of images/video.   |
| 1.3.2.5  | Command panel to send orders to the air vehicle and monitoring its execution.<br>Payload command controls (joystick and controls).<br><br>Automatic, semi-automatic and manual modes (the manual mode could be an emergency mode in some systems). |
| 1.3.2.6  | Monitoring of the flight parameters and airborne equipment “health monitoring panel”   |
| 1.3.2.7  | Several map layers at different scales autopilot controls and drawing functions  |
| 1.3.2.8  | Management of emergencies (the operator should have the chance to train emergency procedures). Aural and visual warnings.  |
| 1.3.2.9  | Communication management for Air Traffic Control and intercom students-instructor.   |
| 1.3.2.10 | Customisable displays from threats data base with threats ring displays (SAM, AAA, etc.) on tactical screen.   |

### 1.3.3 The Instructor Console – TABLE 5

| Reference | Description of Expected Instructor Console Functionality   |
|-----------|--|
| 1.3.3.1   | The Instructor Console should allow managements of ‘faults’ for insertion into the Operator console, including: data link, screen crashes on operator consoles (during these malfunctions the instructor console should work properly showing the position and movement of the air vehicle), environmental conditions (cloud, vis, temp and wind etc.), electrical system and engine failures. “Emergency reset button” to continue the mission once the instructor checks that the students know how to handle a specific malfunction.<br><br>A touch screen ‘Malfunction panel’ for overall ease of use. |
| 1.3.3.2   | Management of the weather conditions (clouds, wind, visibility, altimeter setting, day/night scenario, etc.)   |
| 1.3.3.3   | Change the position, speed, height of the air vehicle as desired.  |
| 1.3.3.4   | Total freeze function. Whenever the freeze function is active the air vehicle and sensors are stopped. When the function is deactivated, the simulation resumes to aid with explanations in training modes.  |
| 1.3.3.5   | Touch screen or keyboard, mouse functionality throughout.  |

|          |   |
|----------|---|
| 1.3.3.6  | Summary information display (altitude, speed, position, etc.) and moving map  |
| 1.3.3.7  | A Scenario Planning Application to include: tailorable tactical scenarios with scriptable sequences such as moving human and vehicle models, urban areas, special effects. The entities and their movement should be editable in real time but will normally be loaded prior to the commencement of the exercise. The email/FTP functionality should allow rapid dissemination of such scenario files between the 9 sites.  |
| 1.3.3.8  | Profile for generic air platforms to take advantage of existing profiles in proprietary brands and configurable to meet specific mission requirements.  |
| 1.3.3.9  | Traces recording (show/hide function) and mission recording and playback.   |
| 1.3.3.10 | Each instructor console should be able control 2 or more operator consoles when working in partial of full collaboration mode. Each Instructor Console should be selectable as the Master terminal will full control to pause, jump etc. for the whole constellation.   |
| 1.3.3.11 | Airspace overlays (to match overlays within the Operator Console).  |
| 1.3.3.12 | <p>A supervisory panel in 'Master Instructor Terminal' mode showing real indications of connectivity status to other sites and with functionality to act as the Instructor Console for up to nine selected sites. The functionality would be very similar to the normal Instructor mode but allow remote control of the other sites including freeze, jump functions and the ability to share screens and media clips for collaborative dispersed training evolutions.</p> <p>Replay capability to include permanent saving of mission segments for future reference.</p> |

#### 1.3.4 Project Planning and Contractual Meetings

**1.3.4.1** The Contractor shall have responsibility for the delivery of both phases of the RTTD project (IOC and FOC) in line with the specification. The Contractor shall appoint a Project Management Team, the leader of which shall work with the responsible EDA Project Officer to manage risks to cost, time and performance of the RTTD development and deployment and highlight any possible procedural or managerial problems. Regular meetings will take place between the two parties and will be attended by the contractor's project manager, project team members together with the EDA Project Officer, Member States experts together and representatives from the EUMS and EAG.

**1.3.4.2** The revised schedule of key milestones (TABLE 2) will be agreed at the Kick off meeting:

**1.3.4.3 Kick-off meeting (T0):** The meeting will take place after contract signature, at EDA's premises

in Brussels. The exact date of the kick-off meeting will constitute (T0), and will be used to fix the exact date of consequent milestones. The kick-off meeting date (T0) will be set by EDA in consultation with the Contractor. At the kick-off meeting, the contractor shall present their proposed Project Management Plan for RTTD development and delivery and receive feedback from EDA, supported by Member States experts. One week after the kick-off meeting, the contractor shall submit the final Management Plan which will take into account inputs received during the kick-off meeting, to EDA for final approval.

**1.3.4.4 Progress meetings:** After the kick-off meeting, progress meetings will be held on a bi-monthly basis until IOC and will include a meeting at the Contractor's premises to assess the progress at the end of Factory Acceptance Testing for the first 2 Trainers. Following IOC, meetings will occur either quarterly or to agree the stated milestones have been achieved (incl. FOC) and will take place at the sites of recent installation (as part of site acceptance testing) or at EDA's premises.

**1.3.4.5 Final meeting:** The final meeting will take place at EDA premises in Brussels, at T0+45months (unless otherwise agreed between EDA and the contractor), to assess the achievements of the RTTD. Two weeks in advance of this meeting the contractor shall provide EDA with all related documentation.

**1.3.5 Risk Management.** The contractor will propose a risk management strategy and mitigation plan as part of their proposal. Managed risks shall include shortfalls in simulator performance, deployment time schedule and other identified management risks.

**1.3.6 Support Package.** The contractor will propose a detailed description of the support arrangements including expected availability, expected down times due to maintenance and requirements for initial and continuation training. The support package shall specifically outline arrangements to cover the period from Milestone 1 to FOC as the system is incrementally deployed.

**1.3.7 Steady State Support.** The nature of the Technical demonstrator project is to prove innovative concepts and to improve cooperation in the MALE RPAS domain as a pre-cursor to the MALE 2025 programme. There is no plan to fund continuous improvements of the system (obsolescence management only).



## **2. THE CONTRACT**

The draft contract is included in annex to the present Tender Specifications.

### **2.1. NATURE OF THE CONTRACT**

The contract to be awarded is a framework contract for the provision of a “European Medium Altitude Long Endurance Remotely Piloted Air System (EMALE RPAS) Training Technology Demonstrator (RTTD)”

### **2.2. STARTING DATE OF THE CONTRACT AND DURATION OF THE TASKS**

The contract is expected to enter into force in December 2016. Please note that EDA intends to sign the first specific contract covering the services under Phase I (WP 1 & 2) in December 2016. The kick-off meeting is expected to be held in January 2017.

The execution of the tasks may not start before the contract has been signed by both parties. The period of execution of the tasks will start from the day of the Kick-off meeting.

Signature of the framework contract imposes no obligation on EDA to purchase. Only implementation of the service framework contract through specific contract(s) is binding on EDA. The execution of the tasks – by means of the signature of individual specific contracts under the service framework contract may not start before the framework service contract and the subsequent specific contract(s) have been signed.

The duration of the framework contract shall not exceed 12 months. The service framework contract shall be renewed automatically up three times under the same conditions, unless written notification to the contrary is sent by one of the parties and received by the other three months before expiry of the period indicated in Article I.3 of the contract. Renewal does not imply any modification or deferment of existing obligations.

### **2.3. MAXIMUM VALUE OF THE CONTRACT**

The maximum value of the framework contract is EUR 650 000 being divided as follows:

For all tasks related to Phase I (WP1 & 2) the maximum amount is 350 000 EUR.

For all tasks related to Phase II (WP 3) the maximum amount is 150 000 EUR.

For all tasks related to Phase II (WP 4) the maximum amount is 150 000 EUR.

In accordance with Article 134(1)(e) of the Commission Delegated Regulation (EU, Euratom) No 1268/2012 of 29 October 2012, amended by Commission Delegated Regulation (EU) C(2015)7555 of 30 October 2015, EDA may have recourse to the negotiated procedure without prior publication of a contract notice for additional contracts involving services similar to those assigned to the tenderer that was awarded this contract.

## **2.4. TERMS OF PAYMENT**

Payments shall be made in accordance with Articles I.5 and I.6 of the Special Conditions and Article II.21 of the General Conditions of the draft contract in annex to the tender specifications.

The payment scheme will consist of:

- one interim payment, equal to 50% of the total value of the first specific contract for the implementation of Phase I (WP 1 & 2), following successful completion and acceptance by EDA of services encompassed in WP1. Payment of the balance, equal to 50% of the total value of the first specific contract for the implementation of Phase I (WP 1 & 2), following successful completion and acceptance of the remaining services encompassed in Phase I (WP 2).
- Separate payments following successful completion of WP 3, WP4 –Phase II.

The schedule and the procedure for the approval of payments and the documents to be submitted are described in Articles I.4, II.15, II.16 and II.17 of the draft contract and in Annex I thereto.

## **2.5. PLACE OF PERFORMANCE**

The place of performance of the tasks shall be the Contractor's premises and EDA's premises or any other place indicated in the tender specifications. Meetings shall normally be held at EDA premises, unless otherwise indicated in this document or agreed between the two parties.

## **2.6. SUBCONTRACTING**

Subcontracting is defined as the situation where a contract has been or is to be established between EDA and a contractor and where the contractor, in order to carry out that contract, enters into legal commitments with other legal entities for performing part of the service. However, EDA shall have no direct legal commitment with the subcontractor(s).

At the level of the liability towards EDA, tasks provided for in the contract may be entrusted to subcontractors, but the contractor retains full responsibility and liability towards EDA for performance of the contract as a whole.

Accordingly:

EDA will treat all contractual matters (e.g. payments) exclusively with the contractor, whether or not the tasks are performed by a subcontractor.

EDA will solely have direct contacts with the contractor, who is responsible for executing the contract;

Under no circumstances can the contractor avoid liability towards EDA on the grounds that the subcontractor is at fault. The contractor remains fully responsible for timely execution.

A contract which includes subcontracting is subject to certain general conditions - in particular the provisions on subcontracting, checks and audits, and confidentiality. Where justified by the subject matter of the contract, a statement of confidentiality may be required to be submitted to EDA. The subcontracting arrangement between the contractor and subcontractor is to render directly applicable to the subcontractor all those contractual obligations with regard to EDA.

Consequently, the tender shall clearly identify the subcontractor(s) and document their willingness to accept the tasks and their acceptance of the terms and conditions set out in the tendering specifications and in particular article II.24 of the standard service contract by returning the Subcontractor Letter of Intent in annex to the tender specifications, filled in and signed (insert in e-Submission under: "Qualification" -> "Identification of the tenderer" under "Documents").

Tenderers shall inform the subcontractor(s) and include in their sub-contracting documents that Article II.24 of the draft contract may be applied to sub-contractors.

Once the contract has been signed, Article II.10 of the above-mentioned service contract shall govern the subcontracting.

Special attention of tenderers is brought to Article II.10.4 of the draft contract according to which EDA may request the contractor to replace a subcontractor found to be in a situation provided for in points (d) and (e) of Article II.18.1 of the draft contract.

## **2.7. JOINT TENDERS**

A joint tender is a situation where a tender is submitted by a group of tenderers. If awarded the contract, the tenderers of the group will have an equal standing towards EDA in executing a supply, service or works contract.

EDA will not request consortia to have a given legal form in order to be allowed to submit a tender, but reserves the right to require a consortium to adopt a given legal form before the contract is signed if this change is necessary for proper performance of the contract. This can take the form of an entity

with or without legal personality but offering sufficient protection of EDA's contractual interests (depending on the Member State concerned, this may be, for example, a consortium or a temporary association).

The documents required and listed in the present specifications must be supplied by every member of the grouping, the checklist in annex to the tender specifications will help verifying the level of information to be provided according to the role of each entity in the tender.

Each member of the grouping assumes a joint and several liability towards EDA.

In case of joint tenders, one member of the consortium must be designated as lead partner ("consortium leader" in the e-Submission application). The consortium leader will have full authority to bind the consortium and each of its members, and will be responsible for the administrative management of the contract (invoicing, receiving payments, etc.) on behalf of all other entities.

To this end all members of the consortium shall sign a power of attorney (in annex to the tender specifications). This document must be scanned and included in the offer (Qualification" -> "Identification of the tenderer" under "Documents"). For groupings not having formed a common legal entity, model 1 shall be used, and for groupings with a legal entity in place model 2.

The expression "consortium leader" in the e-Submission application is equivalent to "Group Leader" or "Group Manager" in the document of power of attorney.

The offer (Tender Preparation Report) has to be signed by the consortium leader (hand signature).

Partners in a joint tender assume joint and several liability towards EDA for the performance of the contract as a whole.

Statements, saying for instance: "that one of the partners of the joint tender will be responsible for part of the contract and another one for the rest", or "that more than one contract should be signed if the joint tender is successful", are thus incompatible with the principle of joint and several liability. EDA will disregard any such statement contained in a joint tender, and reserves the right to reject such tenders without further evaluation, on the grounds that they do not comply with the tendering specifications.

An economic operator can only participate once as a tenderer, whether as single tenderer, lead organisation in a consortium/joint tender or partner in a consortium. The economic operator may however agree to act as a subcontractor in a distinct tender from which it is participating as either of the aforementioned options. However, such a situation is not advisable for the high potential of conflicts of interest it may generate.

## **2.8.SECURITY STANDARDS**

In the general implementation of its activities and for the processing of tendering procedures in particular, EDA observes the Council's security rules set out in Council Decision 2013/488/EU of 23 September 2013 on the security rules for protecting EU classified information.

The overall classification of the present contract is Unclassified.

### 3. THE PROCUREMENT PROCEDURE

These specifications follow the publication of a contract notice in the Official Journal of the European Union S series.

This procurement procedure is governed by Title V of Regulation (EU, Euratom) No 966/2012 of the European Parliament and the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union, as amended by Regulation (EU, Euratom) No 2015/1929 of the European Parliament and the Council of 28 October 2015, as well as its Rules of Application (Commission Delegated Regulation (EU, Euratom) No 1268/2012 of 29 October 2012, amended by Commission Delegated Regulation (EU) C(2015)7555 of 30 October 2015.

#### 3.1. PREPARATION OF TENDERS

EDA shall not reimburse expenses incurred in preparing and submitting tenders.

##### 3.1.1. Contents of the tender

###### 3.1.1.1. Structure of the tender

All tenders shall consist of five sections as indicated hereafter:

| Section  | Where to insert in e-Submission  |
|--|--|
| <b>Section one:</b> Administrative information   | "Qualification" → "Identification of the Tenderer" → "[Party name]"  |
| <b>Section two:</b> Exclusion and selection criteria form  | "Qualification" → "Identification of the Tenderer" → "[Party name]"  |
| <b>Section three:</b> Evidence relating to the selection criteria                                | "Qualification" → "Selection Criteria" → "Financial and Economic Capacity" → "[Party name]"<br><br>"Qualification" → "Selection Criteria" → "Technical and Professional Capacity" → "[Party name]" |
| <b>Section four:</b> Technical Proposal – Addressing technical specifications and award criteria | "Tender" → "[name of Call for Tender]"   |
| <b>Section five:</b> Financial Proposal  | "Tender" → "[name of Call for Tender]"   |

Detailed provisions regarding the content of each proposal are provided in section 3.5 below

### 3.1.1.2. Conformity of the tender

Tenders shall be prepared in accordance with the terms and conditions set out in this invitation to tender, in the tender specifications and in the draft contract. Non-conformity with the minimum requirements described in section 1 will result in rejection from award. EDA will also reject tenders where no technical proposals or financial proposals are proposed.

Tenderers are to note that variants are not allowed.

Tenders must comply with applicable environmental, social and labour law obligations established by Union law, national legislation, collective agreements or the international environmental, social and labour conventions listed in Annex X to Directive 2014/24/EU<sup>3</sup>.

#### Contact between the tenderer and EDA before the final date for submission of tenders

Tenders shall also be prepared duly taking into account the clarifications and/or corrections issued by EDA, as indicated hereafter. With regard to clarifications or corrections, contacts between EDA and the tenderers before the final date for submission of tenders may take place only in exceptional circumstances and under the following conditions only:

\* EDA may, on its own initiative, inform interested parties of any error, inaccuracy, omission or other clerical error in the text of the procurement documents.

This information will be published solely on the eTendering website under the eTendering link used to access the procurement documents.

\* Potential tenderers may request clarifications with regard to the procurement documents and the nature of the contract.

Any request for additional information must be made in writing only through the eTendering website in the “questions and answers” tab by clicking “create a question”.

Insofar as it has been requested in good time, the additional information will be made available to all economic operators interested in this call, on the eTendering website indicated above, as soon as possible and no later than six days before the submission deadline of tenders.

Potential tenderers are encouraged to formulate, at least six calendar days before the time limit to submit tenders, any remark, complaint or objection they would have in relation to all aspects of these

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<sup>3</sup> Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC (OJ L 94, 28.3.2014, p. 65).

procurement documents in order that EDA can evaluate the need for corrective measures and implement them before the submission of tenders.

The answers to the requests for additional information will be published solely on the eTendering website under the eTendering link used to access the procurement documents. The website will be updated regularly. It is the responsibility of the tenderer to check regularly for updates and modifications or to subscribe to the call for tenders in order to automatically receive notifications for any updates of the tendering documentation/publication of new documents.

EDA is not bound to reply to requests for additional information made less than six working days before the deadline for submission of tenders.

Any other contacts are prohibited and can lead to the exclusion of the tenderer.

EDA reserves the right, however, to request clarification or additional evidence in relation to the exclusion and selection stages after the opening within a time-limit stipulated in its request and in the conditions explained in section 3.5.4.

### **3.1.2. Form of the tender**

- Tenders shall be perfectly legible so that there can be no doubt as to words and figures.
- Tenders shall be clear and concise. They must be complete and consistent with all the requirements and instructions laid down in the tender specifications.
- Tenders shall be written in one of the official languages of the European Union. The contract (and its deliverables) will be implemented in English. Tenderers are requested to submit a copy of their technical proposal in English.
- Tenderers shall include all the information and documents requested by EDA in order to assess the tender. In order to help tenderers presenting a complete tender, a checklist of the documents to submit is provided in the tender submission form (in annex to the tender specifications). This checklist does not need to be included in the tender but we encourage to use it in order to ease the assessment of the tenders.

## **3.2. SUBMISSION OF TENDERS**

### **3.2.1. How to submit a tender**

Tenders shall be solely submitted electronically via the e-Submission application through the eTendering link used to access the procurement documents. Offers sent on paper, by e-mail or by fax will be non-admissible.



Information about the e-Submission application as well as a step by step guide on how to access it and submit a tender is provided in the document “E-submission application-Guide for Economic Operators“ found under link below:

<https://www.eda.europa.eu/docs/default-source/procurement/e-submission-application-guide-for-economic-operators.pdf>

|  |
|--|
| <b>The deadline for the receipt of tenders (“Receipt Time Limit”) is <u>30/11/2016, at 17h00 (Brussels time)</u></b> |
|--|

The tender (including the scanned copy of the Tender Preparation Report) must be fully uploaded and received within the "Receipt Time Limit" indicated above.

**Evidence of timely receipt will be constituted by the timestamp in the tender receipt confirmation which will be sent to your e-Submission mailbox.**

**Receipt after the deadline shall lead to the non-admissibility of the tender and its exclusion from the award procedure for this contract.**

**You are advised not to wait to submit the tender until the last moment before the deadline for receipt indicated herein.** In case of any problems with the submission of the electronic tender, we recommend that you contact the helpdesk by e-mail: DIGIT-ESUBMISSION-SUPPORT@ec.europa.eu, or by phone: +32 (0)2 297 10 63. Please note that the support line is open from 8:30 to 12:00 and from 13:00 to 17:30 (Brussels time), on all EDA working days.

### **3.2.2. Acceptance of terms and conditions**

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

### **3.2.3. Period of validity of the tender**

The period of validity of the tender, during which tenderers may not modify the terms of their tenders in any respect, is 6 months from the final date for submitting tenders.

## **3.3. OPENING OF TENDERS**

The received electronic tenders will be opened on 01/12/2016 at 10h00 Brussels time, at the following location:

|  |
|--|
| European Defence Agency (EDA)<br>Rue des 17-23<br>B-1050 Brussels, Belgium |
|--|

An authorised representative of each tenderer may attend the opening of the tenders. Companies wishing to attend are requested to notify their intention by sending an e-mail to [procurement@eda.europa.eu](mailto:procurement@eda.europa.eu) at least 48 hours in advance. This notification shall be signed by an authorised officer of the tenderer and specify the name of the person who will attend the opening of the tenders on the tenderer's behalf. On the day of opening the representatives of tenderers shall present the tender receipt confirmation sent by the e-Submission application in order to be allowed to attend the opening meeting.

### **3.4. PROCESSING OF TENDERS**

#### **3.4.1. Protection of Personal Data**

If processing your reply to the invitation to tender involves the recording and processing of personal data (such as your name, address and CV), such data will be processed by EDA in accordance with Article 31 of Council Decision (CSFP) 2015/1835 which establishes that the rules laid down in Regulation (EC) No 45/2001<sup>4</sup> shall apply to the processing of personal data by EDA.

Unless indicated otherwise, your replies to the questions and any personal data requested required to evaluate your tender in accordance with the specifications of the invitation to tender will be processed solely for that purpose by the responsible staff members of EDA. Details concerning processing of your personal data are available in the privacy statement at the page:

<http://www.eda.europa.eu/docs/default-source/procurement/privacy-statement.pdf>

You are informed that for the purposes of safeguarding the financial interest of the Union, your personal data may be transferred to Internal Audit, to the College of Auditors or to any other body to ensure the adequate implementation of Article II.24 of the draft contract in annex to the tender specifications.

Data of economic operators which are in one of the situations of exclusion, referred to in Article 106 of the Regulation (EU, Euratom) No 966/2012 of the European Parliament and the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union, as amended by Regulation (EU, Euratom) No 2015/1929 of the European Parliament and the Council of 28 October 2015, may be included in a central database and communicated to the designated persons of EDA, other institutions, agencies, authorities and bodies. This refers as well to the persons with powers of representation, decision making or control over the said economic operators. Any party entered into the database has the right to be informed of the data concerning it, by sending a request by e-mail to [procurement@eda.europa.eu](mailto:procurement@eda.europa.eu).

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<sup>4</sup> Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data.

### **3.4.2. Protection of EU Classified Information**

EDA will process any information in accordance with the rules of the classification level indicated in the section “Security Standards” above. Several obligations for tenderers and the Contractor derive from this classification.

### **3.4.3. Confidentiality of Tenders**

Once EDA has accepted the tender, it shall become the property of EDA and shall be treated confidentially.

### **3.4.4. Correction or clarification of information in the tenders**

#### Contact between the tenderer and EDA after the opening of tenders

Contacts between EDA and the tenderers after the opening of tenders may take place only in exceptional circumstances and under the following conditions only:

- If clarification or additional evidence in relation to the exclusion and selection criteria is required.
- If clarification is requested or if obvious clerical errors in the tender need to be corrected, provided that the terms of the tender are not modified as a result.

In the above cases, the contracting authority may contact the tenderer and request a response within a time-limit stipulated in its request.

Any other contacts are prohibited and can lead to the exclusion of the tenderer.

### **3.5. EVALUATION OF TENDERS**

The assessment will be based on the information provided in the tender. EDA reserves the right to use any other information from public or specialist sources.

This assessment will be performed by applying the criteria set out in these specifications. To award the contract, the assessment of admissible tenders will be carried out in four successive stages. Only tenders meeting the requirements of one stage will be examined in the next stage.

The aim of each of these stages is:

- To verify, in the first stage, that the tenderer has access to the procurement procedure of EDA.
- to verify, in the second stage (exclusion criteria), whether tenderers can take part in the tendering procedure and, where applicable, be awarded the contract;

- to verify, in the third stage (selection criteria), the economic and financial capacity and technical and professional capacity of each tenderer who has passed the exclusion stage;
- to verify compliance with the minimum requirements specified in the tender documents
- to assess on the basis of the award criteria the technical and financial tenders and establish a ranking list, by order of merit, of all tenders having passed the above stages, as well as the quality thresholds set for the assessment of the award criteria.

### **3.5.1.Stage 1 – application of eligibility criteria (access to the procedure)**

Tenderers shall be excluded if they do not have access to the procurement procedure, in accordance with the provisions laid down here.

Participation in EDA's public procurement procedures is open on equal terms to all natural and legal persons coming within the scope of the EU Treaties. When applying the rules of access to the market, it is the country where the tenderer is established which is to be considered. As regards a natural person, it is the State in which the person has his domicile.

EDA procurement procedures are not covered by the WTO Multilateral Government Procurement Agreement (GPA). Tenderers established in third countries (non-EU countries) do not have the right to participate in procurement procedures unless international agreements in the field of public procurement grant them the right to do so. In case there is no such agreement, or the agreement does not apply to the kind of contracts put out to tender, tenderers of third countries are not entitled to participate.

The relevant international agreements in the field of public procurement are the Stabilization and Association Agreements (SAA) and the European Economic Area Agreement (EEA). Currently, the following countries have signed and ratified the above Agreements and therefore economic operators established in Iceland, Liechtenstein, Norway, FYROM, Albania, Montenegro, Serbia, Kosovo, Bosnia and Herzegovina also have the right to participate in EDA's public procurement procedures.

#### **Evidence relating to the identity of the tenderer (Section One - Administrative Information)**

Tenderers may choose between presenting a joint tender (see section 2.7) and introducing a tender as a sole contractor, in both cases with the possibility of having one or several subcontractors (see 2.6).

Whichever type of tender is chosen, the tender shall stipulate the legal status and role of each legal entity in the tender proposed and the monitoring arrangements that exist between them and, failing this, the arrangement they foresee to establish if they are awarded the contract.

In the e-submission application, tab "Qualification" -> "Identification of the Tenderer", the tenderers shall fill in the required information (Identification info, Registration info, Fiscal info, Contact info), according to the type of tender. The information has to be completed for all the entities participating in the tender.

- A. After filling in the fields, the tenderer should generate the "Administrative Identification Form" from section "Qualification" -> "Identification of the tenderer" under "Documents"/"Generate pre-filled documents" in the e-Submission application and upload it under "Documents" in the same section. This document does not need to be signed.

In addition, to identify himself the tenderer shall fill in a Legal Entity Form and a Financial Identification Form:

- B. The Legal Entity Form is to be signed by a representative of the tenderer authorised to sign contracts with third parties.

The form needs to be printed, filled in, signed and then scanned and uploaded in the section "Qualification" -> "Identification of the tenderer" -> "Documents".

The form is available at the following address:

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/legal\\_entities/legal\\_entities\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm)

The Legal Entity Form shall be accompanied by all the information indicated in the form. When neither this form nor the evidence to be attached to them includes the following information, the tender shall include:

For private and public entities:

- a legible copy of the notice of appointment of the persons authorised to represent the tenderer in dealings with third parties and in legal proceedings, or a copy of the publication of such appointment if the legislation which applies to the legal entity concerned requires such publication. Any delegation of this authorisation to another representative not indicated in the official appointment shall be evidenced.

For Individuals:

- Where applicable, a proof of registration, as prescribed in their country of establishment, on one of the professional or trade registers or any other official document showing the registration number. In case of a joint tender, all tenderers part of a consortium must provide

their legal entity files as well as the necessary evidence. Only subcontractors are requested to provide solely the legal entity file without evidence.

- C. The Financial identification form shall be duly filled in and signed by an authorised representative of the tenderer and his or her banker.

The form needs to be printed, filled in, signed and then scanned and uploaded in the section "Qualification" -> "Identification of the tenderer" -> "Documents".

The form is available at the following Internet address:

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/financial\\_id/financial\\_id\\_fr.cf](http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_fr.cf)  
[m](#)

In case of a joint tender or a tender presenting subcontracting, only the consortium leader is obliged to return the financial identification form (i.e. only one financial identification form per tender is required).

Economic operators already registered as a legal entity in EDA's files (i.e. they are or have been contractors of EDA) are not obliged to provide the evidence requested in the forms, on condition that they: i) indicate in their offer the references of the procedure for which this evidence was already provided and ii) confirm that there has been no change to the entity's details. This applies to tender procedures launched by EDA during the same year.

### **3.5.2.Stage 2 – grounds for disqualification**

In accordance with Article 107 of the Regulation (EU, Euratom) No 966/2012 of the European Parliament and the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union, as amended by Regulation (EU, Euratom) No 2015/1929 of the European Parliament and the Council of 28 October 2015, a contract for a given procedure may not be awarded to an economic operator who:

- is in an exclusion situation established in accordance with Article 106;
- has misrepresented the information required as a condition for participating in the procedure or has failed to supply that information;
- was previously involved in the preparation of procurement documents where this entails a distortion of competition that cannot be remedied otherwise.

If a member of a consortium is subject to exclusion, the rest of the consortium may be excluded. If a subcontractor is subject to exclusion, the tender shall be excluded.

#### Evidence relating to the exclusion criteria (Section Two)

Tenderers or their representatives shall provide a declaration on their honour, duly signed and dated in which they:

1. state whether or not they are in one or more of the situations referred to in Articles 106 and 107 of the Financial Regulation and detailed in the form;
2. state whether they fulfil the selection criteria;
3. undertake to submit to EDA any additional document relating to the exclusion/selection criteria, that EDA considers necessary to perform its checks, within fifteen calendar days following the receipt of EDA's request.

To this end, tenderers shall fill in and sign the declaration in annex to the tender specifications.

This declaration(s) must be filled in, signed by an authorised representative, scanned and uploaded under "Qualification" -> "Identification of the Tenderer" ->"<'Member Name'>" ->Tab "Documents".

Where the tender involves more than one legal entity (including subcontractors), each entity shall provide the form.

#### **3.5.3.Stage 3 - application of selection criteria (selection of tenderers)**

Tenderers must prove economic, financial, technical and professional capacity to carry out the work subject to this call for tenders.

In order to prove their economic, financial, technical and professional capacity, tenderers (in case of joint tender, the combined capacity of all members of the consortium and the identified subcontractors) must comply with the following criteria.

| <u>SELECTION CRITERIA</u>  |
|--|
| <b>1. ECONOMIC AND FINANCIAL CAPACITY</b>  |
| 1.1 Sufficient economic and financial capacity to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract.<br><br><u>Minimum standard:</u><br>Minimum annual turnover of 650 000 EUR for the last three financial years. |

## 2. TECHNICAL AND PROFESSIONAL CAPACITY

### Criteria relating to tenderers:

Sufficient technical and professional capacity to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract.

The tenderer shall prove:

- Experience in delivering military simulation training solutions.
- Understanding of Unmanned ISTAR platforms.
- Experience in delivering networked simulation solutions.

### Minimum requirement/standard:

The tenderer must prove technical and professional capacity (in case of a joint tender the combined capacity of all tenderers and identified subcontractors) in the above fields, with at least three projects, covering the above fields, during the past 3 years.

### Criteria relating to the team delivering the service:

Sufficient technical and professional capacity to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract, in terms of available human resources:

### Minimum requirement/standard:

The team proposed to deliver the service shall include, as a minimum, experts with the following expertise/qualifications/profiles:

- A Project Team Leader with a least 5 years' experience working in a defence simulation environment and with evidence of project management success.
- A technical team with recent experience of successful development of airborne simulation projects, including:
  - Knowledge of virtual environments and manipulation of virtual objects.
  - Knowledge of linking simulation services over networks
  - Knowledge of the unmanned ISTAR capability.

An economic operator may rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. In that case, evidence shall be provided that it will have at its disposal the resources necessary for performance of the contract, for example by producing a clear undertaking on the part of those entities to place those resources at its disposal.

If the economic and financial selection criteria are fulfilled by relying on a third party, the contracting authority may demand, if that tender wins the contract, that this third party signs the contract (becomes a contractor) or, alternatively, provides a joint and several first-call guarantee.



If the third party chooses to sign the contract, the contracting authority shall ensure that it is not in exclusion situation and it has access to the market.

If several service providers are involved in the tender, each of them must have the professional and technical capacity to perform the tasks assigned to them in the tender and the necessary economic and financial capacity. However, a consolidated assessment will be made to verify compliance with the minimum capacity levels.

This rule applies to all legal entities once they have chosen to be tenderers. If the tender includes subcontractors, EDA reserves the right to request evidence of their economic and financial capacity if the tasks subcontracted represent a substantial part of the contract.

#### Evidence of the economic and financial capacity of the service provider(s) (Section Three)

Tenderers (each member of the group in case of a joint tender) shall provide proof of their economic and financial capacity by submitting the following documents:

- The duly completed and signed Financial and Economic Capacity Overview Form in annex to the tender specifications.

Documents certifying financial and economic capacity must be included in section "Qualification" -> "Selection Criteria" -> "Financial and Economic Capacity" -> "[Party name]" in the e-Submission application.

If, for some exceptional reason which EDA considers justified, a tenderer is unable to provide the above document, he or she may prove his or her economic and financial capacity by any other document which EDA considers appropriate. In any case, EDA shall at least be notified of the exceptional reason and its justification in the tender. EDA reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity.

EDA may waive the obligation of a tenderer to submit the documentary evidence referred to above if such evidence has already been submitted to it for the purposes of another procurement procedure and provided that it complies with the requirements of the present call for tenders. In such a case, the tenderer shall indicate in the tender reference to the contract for which the evidence has been provided, in order to allow EDA services to check this evidence. This applies to tender procedures launched by EDA during the same year.

### Evidence of the technical and professional capacity of the service provider(s) (Section Three)

Tenderers (each member of the group in case of a joint tender and subcontractors) shall provide evidence of their technical and professional capacity by submitting the following documents:

This evidence refers to selection criterion 2.1:

- List of relevant services provided in the past three years, with sums, dates and recipients, public or private describing the services provided with respect to the requirements laid out above. The most important services shall be accompanied by certificates of satisfactory execution, specifying that they have been carried out in a professional manner and have been fully completed (where applicable);

This evidence refers to selection criterion 2.2:

- The CVs of experts detailing the educational and professional qualifications and experience. The Europass curriculum vitae format<sup>5</sup> shall be filled in. Each CV provided shall indicate the intended function in the delivery of the service. The precise contractual link with the tenderer has also to be described.

For all selection criteria above:

- Information on which parts or tasks of the assignment will be assumed by a consortium partner or a subcontractor. The respective subcontractor or consortium partner should be specified for each part or task.
- Any other document which could demonstrate tenderer's technical and professional capacity according to the requirements set in this section.

Proof of technical and professional capacity must be included in section "Qualification" -> "Selection Criteria" -> "Technical and Professional Capacity" -> "[Party name]" in the e- Submission application.

By submitting a tender, each legal entity involved therein accepts the possibility of a check being carried out by EDA on its technical capacities.

In addition, all tenderers are informed that they may be asked to prove that they are authorised to perform the contract under national law, as evidenced by inclusion in a professional or trade register or a sworn declaration or certificate, membership of a specific organisation, express authorisation, or entry in the VAT register.

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<sup>5</sup> <http://europass.cedefop.europa.eu/en/home>

### 3.5.4.Stage 4 - application of award criteria (assessment of tenders)

The contract will be awarded based on the most economically advantageous tender, according to the 'best price-quality ratio' award method.

#### 3.5.4.1. Technical Award Criteria

The quality of the tender will be evaluated based on the following criteria.

| No   | Qualitative award criteria   | Weighting<br>(maximum points) |
|--|--|-------------------------------|
| 1  | <b>Quality of the Proposed Solution</b> <ul style="list-style-type: none"><li>• The proposed solution is ergonomically designed (up to 10 points).</li><li>• The Scenario Planning Application is capable of building realistic scenarios (up to 10 points).</li><li>• The network solution gives sufficient channels for communication (up to 10 points).</li><li>• The interim support solution for the increments of deployment is appropriate (up to 10 points).</li></ul> | 40                            |
| 2  | <b>Quality of the Proposed Support Solution</b> <ul style="list-style-type: none"><li>• The support solution is appropriate to guarantee individual console availability over 90%(up to 10 points-1 point for each percentage above 90)</li><li>• The network solution is appropriate to enable the required exercise functionalities to guarantee over 90% availability (up to 10 points -1 point for each percentage above 90).</li></ul>                                    | 20                            |
| 3  | <b>Quality of the proposed Project Management Plan</b> <ul style="list-style-type: none"><li>• The plan is realistic and identifies technical requirements with appropriate resourcing (up to 8 points).</li><li>• The GANTT plan for delivery of WP1-4 is realistic (up to 2 points).</li></ul>   | 10                            |
| 4  | <b>Quality of the proposed risk management</b> <ul style="list-style-type: none"><li>• The plan is realistic and identifies technical and delivery schedule risks with appropriate mitigation plans.</li></ul>   | 10                            |
| 5  | <b>Innovation</b> <ul style="list-style-type: none"><li>• The project proposal includes novel approaches to delivery of the solution and relies on COTS solutions to minimise costs.</li></ul>   | 20                            |
| Total Number of Points for Technical Quality Score |  | 100                           |

The selected tender is assessed according to the above qualitative award criteria and the weighting applicable to each criterion.

#### Tenders scoring

\* less than 70 % in the overall points total and

\* less than 50 % in the points awarded for a single criterion

will be excluded from the rest of the assessment procedure.

#### 3.5.4.2. Technical Proposal (Section Four)

Tenderers shall include in their tenders the technical proposal addressing all aspects detailed in the technical specifications set out in section 1. The technical proposal shall comply with the technical specifications and provide, as a minimum, the information specifically requested.

Tenderers shall also include in their tender all detailed information and documentation to allow the Evaluation Committee to assess all the qualitative award criteria mentioned above. Due consideration shall be given to the award criteria and method stipulated above.

Tenders shall elaborate on all points addressed by these specifications in order to score as many points as possible. The mere repetition of mandatory requirements set out in these specifications, without going into details or without giving any added value, will only result in a very low score. In addition, if certain essential points of these specifications are not expressively covered by the tender, EDA may decide to give a zero mark for the relevant qualitative award criteria specified in the above section.

The following aspects should in particular be taken into consideration when drafting a tender:

- Proposed solution for the provision of the equipment;
- Proposed solution for the support services;
- Proposed Management Plan for the RTTD;
- Proposal for the risk management;
- Proposed novel approaches to delivery of the solution.

The technical proposal needs to be uploaded in the section "Tender" in the e-Submission application.

The tenderer will need to select the "Technical Tender" from the dropdown box ("Financial Tender or Technical Tender"). The e-Submission application allows attachment of as many documents as necessary.

Please note that, to grant equal treatment of all tenders, it is not possible to modify tenders after their submission in relation to the technical and financial proposals. Incomplete technical or financial proposal may have a considerable negative impact on the evaluation on award criteria. Please note also, that proposals deviating from the technical specifications or not meeting the minimum requirements set in the specifications risk to be rejected as non-compliant to the specifications.

The technical specifications and the tenderer's tender shall be integral parts of the contract and will constitute annexes to the contract.

### 3.5.4.3. Financial Award Criterion

| Financial award criterion  |  |
|--|--|
| Financial score: Price of the lowest admissible tender received  |  |
| $\frac{\text{Price of your tender}}{\text{Price of the lowest admissible tender received}} \times 100$ |  |

! Tenders presenting a price superior to the maximum amount of:

€ 80 000 for all tasks related to Phase I

€ 300 000 for all tasks related to Phase II (up to 6 DEMC courses)

shall be automatically excluded from the rest of the assessment procedure.

### 3.5.4.4. Financial Proposal (Section Five)

Tenderers shall use the model financial proposal form in annex to the tender specifications to formulate their financial proposal.

The complete financial proposal, needs to be uploaded in section "Tender" in the e-Submission application. The tenderer will need to select the "Financial Tender" from the dropdown box ("Financial Tender or Technical Tender").

The tenderer's attention is drawn to the following points:

- Prices shall be expressed in euros.
- Prices shall be quoted free of all duties, taxes and other charges, i.e. also free of VAT. EDA is exempted from such charges in the EU in accordance with Article 27.3 of Council Decision (CFSP) 2015/1835 of 12 October 2015.
- Prices shall not be conditional and be directly applicable by following the technical specifications.
- Tenders involving more than one legal entity (including subcontractors) must specify the amounts for each legal entity.
- Prices shall be fixed and not subject to revision.
- The price quoted shall be all inclusive, namely reflecting all direct and indirect costs relating to the provision of the services as described under section 1.

- The reference price for the award of the contract shall consist of the total cost of the assignment including all associated expenses.
- Incomplete submission of the financial proposal or any alteration of the model form may result in the rejection of the tender.

#### 3.5.4.5. Final Evaluation

The contract will be awarded to the most economically advantageous tender, i.e. the tender offering the best price-quality ratio determined in accordance with the formula below.

| Final Evaluation   |
|--|
| Final Score: (Technical quality score x 0.7) + (financial score x 0.3) |

**EDA will reject tenders where no technical offers or financial offers are proposed. Non-compliance with the minimum requirements in section 1 will also result in rejection from award.**

**EDA reserves the right, however, to request clarification of the tender after the opening. It may furthermore require (additional) evidence in relation to the administrative information, exclusion and selection criteria. The information required shall be provided within a time-limit stipulated in its request and under the conditions explained in section 3.4.4**

### 3.6.AWARD OF THE CONTRACT AND NOTIFICATION TO TENDERERS

EDA will inform tenderers of decisions reached concerning the award of the contract, including the grounds for any decision not to award a contract or to recommence the procedure.

EDA will inform all rejected tenderers of the reasons for their rejection and all tenderers, who are not in an exclusion situation and whose tender is compliant with the requirements of the procurement documents, of the characteristics and relative advantages of the selected tender and the name of the successful tenderer.

However, certain information may be withheld where its release would impede law enforcement or otherwise be contrary to the public interest, or would prejudice the legitimate commercial interests of economic operators, public or private, or might prejudice fair competition between them.

All tenderers will be informed of the outcome of this procedure by e-mail. It is the tenderer's responsibility to provide a valid e-mail address together with their contact details in their tender and to check their e-mail regularly. Please make sure that the communication from EDA is not classified as spam mail.

The procurement procedure is concluded by a contract signed by the parties. In this case, the General Terms and Conditions applicable to contracts referred to above shall apply.

After the period of validity of the tender has expired, conclusion of the contract shall be subject to the tenderer's agreement in writing.

EDA shall not sign the contract with the successful tenderer until a standstill period of 10 calendar days has elapsed, counting from the day after simultaneous dispatch of the notification by electronic means to all tenderers (successful and unsuccessful).

After the award, during standstill period, EDA will request to the tenderer proposed for award the evidence on exclusion criteria referred to in the Exclusion-Selection Criteria Form in annex to the tender specifications. If this evidence was not provided or proved to be unsatisfactory EDA reserves the right to cancel the award procedure or to change the award decision to the benefit of the next best ranked tenderer on condition that he satisfies with the provision of the evidence on exclusion.

The tenderer to whom the contract is to be awarded shall provide, within the 10 calendar days following the receipt of the letter informing him of the proposed award of the contract and preceding the signature of the contract, the evidence confirming the declaration on honour (see directly the text of Exclusion-Selection Criteria Form in annex to the tender specifications):

EDA may waive the obligation of a tenderer to submit the documentary evidence referred to in the first two points if such evidence has already been submitted to it for the purposes of another procurement procedure and provided that the issuing date of the documents does not exceed one year and that they are still valid. In such a case, the tenderer shall declare on his honour that the documentary evidence has already been provided to EDA in a previous procurement procedure and confirm that no changes in his situation have occurred. He shall indicate in its tender all the references necessary to allow EDA services to check this evidence.

The e-Certis web-site lists the certificates available in EU Member States:  
<http://ec.europa.eu/markt/ecertis/login.do>

This invitation to tender is in no way binding on EDA. EDA's contractual obligation commences only upon signature of the contract with the successful tenderer. Up to the point of signature, the contracting authority may either abandon the procurement or cancel the award procedure. This decision shall be substantiated and the tenderers notified. No compensation may be claimed by tenderers whose tender has not been accepted, including when EDA decides not to award the contract.

## **4. ANNEXES**

(Enclosed as separate documents)

- 4.1. Tender Submission Form & Checklist of Documents To Be Submitted**
- 4.2. Subcontractor – Letter of Intent**
- 4.3. Power of Attorney**
- 4.4. Exclusion and Selection Criteria Form**
- 4.5. Financial and Economic Capacity Overview Form**
- 4.6. Model Financial Proposal Form**
- 4.7. Draft contract**