

## Call for Tenders

**17.ESI.OP.006**

Service Contract for the provision of a  
“Study on SMRF Demonstration Requirements”  
– SREQ

**Open Procedure  
TENDER 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 aforementioned Council Decision, has three main missions:

- supporting the development of European defence capabilities and military cooperation;
- stimulating defence Research and Technology (R&T) and strengthening the European defence industry;
- acting as a military interface to EU policies.

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)

# 1. TECHNICAL SPECIFICATIONS

## 1.1. INTRODUCTION

### 1.1.1. Background

EDA is aiming at developing a scalable architecture for Multifunction Radio Frequency (SMRF) sensors applying modularity, standardization and Commercial Off The Shelf (COTS) technologies to achieve flexibility in size, performance and functionality. Multifunction RF Systems are the next generation of sensors that can provide advantage to the European industry if their definition and development are mastered and agreed between Member States and the different partners of collaboration projects.

Advances in technology offer the prospect of modular system architectures that are flexible and scalable for different applications by using hardware and software modular function blocks with isolated self-contained functional elements. A scalable and open multifunction radar architecture that can be sized for various platforms and adapted to meet different mission and functionality needs might be expected to halt or reverse the escalating development and procurement costs.

The Scalable Multifunction RF concept applies modularity, standardisation and COTS technologies in order to achieve flexibility in size, performance and functionality for RF systems, with the emphasis on radar functions. Multifunctionality in the context of SMRF systems means combining different functions (e.g. communication, Electronic Support Measures (ESM), Electronic Counter Measures (ECM), radar etc.) that utilise the RF spectrum into one or more apertures. Similarly, in the SMRF context a 'radar' will not be coupled to single hardware. Different apertures on the same platform or different cooperating platforms (bi- or multi-static) might as well perform the radar function.

It has been possible to show the reduction in development, procurement and life cycle costs that should be achievable through this concept. In that sense, EDA is looking for establishing a recognized European architecture following the concepts of modularity and scalability for multifunction sensors; in the long term this architecture may evolve into an open standard following an agreement of participants and to be used in all Member States participating in the activities of EDA (pMS). The idea is that the established architecture will provide the basis for many national or international programmes realizing open and competitively priced RF products. This concept could be used as well in future European funded initiatives like the Preparatory Action <sup>2</sup> or the future European Defence Research Programme.

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<sup>2</sup> For further information on the Preparatory Action:

<http://eda.europa.eu/what-we-do/activities/activities-search/preparatory-action-for-defence-research>

Under the EDA Capability Technology group (CapTech) “Radar”, there is a common agreement that this methodology has added value and enables and allows for European collaboration in this competitive and highly complex field. Therefore, the need is evident to apply it for a demonstrator project to test the new technologies that are being produced by using it. This demonstrator will provide proof and show the validity of this concept in a tangible way.

The aim of this project is to pave the way towards the development of a demonstrator in order to show the advantages of the Scalable Multifunctional RF sensor concept and the definition of the roadmaps needed for the development of the related capability, including a preliminary cost estimation.

#### **1.1.2.Objective**

The objective of this study is the analysis and assessment of the benefits of multifunction sensors in the field of RPAS and to gather the requirements of a demonstrator of the Modular and Scalable Multifunction concept that has been identified to be essential to promote collaborative initiatives in the realm of the CapTech Radar.

### **1.2. REQUIREMENTS FOR THE DELIVERABLES**

#### **1.2.1.Substantial requirements**

The following deliverables are the minimum required to be provided in support to the definition of the technical requirements for the demonstrator of the Modular and Scalable Multifunction concept.

The work to be done under this project, initially addressing the field of RPAS comprises:

##### **1.2.1.1. Deliverable 1 (D1): Scenarios demonstrating the SMRF concept**

This deliverable shall contain a definition and a selection of at least two scenarios suitable to demonstrate the benefits of applying the SMRF concept to the concept and design of the RF sensor suite for a RPAS. The generated advantages and benefits in terms of SWAP-C (Size Weight and Power Consumption and Cost) shall be elaborated on. The scenarios developed within the study are to be discussed and agreed with EDA and pMS. The scenarios shall comprise at least an analysis assessing the potential of improving sensor performances through application of the SMRF concept.

##### **1.2.1.2. Deliverable 2 (D2): Architecture, System Engineering and Simulation Frameworks**

This deliverable shall contain a proposal for an Interoperable Modular and Scalable

Architecture to be used in the future demonstrator. This architecture has to be approved by EDA upon presentation by the contractor. It shall provide an analysis of the proper level of granularity needed to specify the system in order to facilitate the collaboration of different companies in the project, i.e. the definition of the right Building Blocks. It shall make use of Model Based System Engineering to support the preparation of the demonstration. It shall propose, for mutual agreement between EDA and MS, the System Engineering Framework under which the project will run, as well as the simulation Framework that will facilitate collaboration between Member States (MS).

#### 1.2.1.3. Deliverable 3 (D3): Use Case

This deliverable shall comprise a Use Case, based on the analysis of the scenarios described in D1 and selected in agreement with EDA and pMS, which shall be developed and described for being optimal to demonstrate the SMRF concept in the field of RPAS. In relation to this, the use of an Active Electronic Scanning Array (AESA) antenna is understood as an essential enabler of the multifunctionality of the system under consideration.

#### 1.2.1.4. Deliverable 4 (D4): Functional requirements

This deliverable shall list and describe the functional requirements of the demonstrator, which shall be based on an analysis of the requirements of the system in order to be able to perform functions such as Radar Detection, Imaging (SAR/ISAR), ESM, Communications and Sense and Avoid, as considered optimal in light of the SMRF concept.

#### 1.2.1.5. Deliverable 5 (D5): Roadmaps for the demonstrator implementation

This deliverable shall elaborate on roadmaps for the application of above methodologies and techniques to the military capabilities considered suitable as a result of the previous activities, including an estimation of the investment needed and the main activities to be performed. Additionally, in order to avoid potential duplication, the roadmap shall capture projects funded from other sources, e.g. from EC, NATO or national programs, insofar as the information is available publicly or disclosed for the purposes of the study.

#### 1.2.1.6. Deliverable 6 (D6): Final report and executive summary

The final delivery shall contain all products and documents provided during the implementation of the contract, including the final report, the PowerPoint presentations, and a publishable executive summary based on a template to be provided by EDA. The final report shall explain problems or issues studied, include the discussion of the research

methods used, describe data collected, describe findings, explain implications, and state the main results and conclusions. The executive summary shall, identify the key conclusions and recommendations.

If the Contractor intends to communicate or to transfer in any form to a third party or to develop for a later use the information gathered in the process of this study, including the methodologies derived, it has to seek the prior written authorization from EDA, who reserves the right to refuse the authorization and the right to participate in exploitation of the subsequent products.

### **1.2.2. Formal requirements**

#### **1.2.2.1. Form of deliverables:**

- All documentation shall be provided in English.
- Neither the final report nor the executive summary shall contain any confidential/proprietary information and shall be unclassified.
- The executive summary shall be not greater than 5 pages in length.
- The front cover of the final report and the executive summary shall carry the following text within a delineated box of at least 10 cm x 4 cm, preferably located in the top or bottom left-hand corner of the cover:

This study was commissioned by the European Defence Agency. The study does not, however, express the Agency's official views. The views expressed and all recommendations made are those of the authors.

This study as well as any other results and rights obtained in performance of the ensuing contract, including copyright and other intellectual or industrial property rights, shall be owned solely by the Agency, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation, except where industrial or intellectual property rights exist prior to the contract being entered into.

#### **1.2.2.2. Submission of deliverables:**

- 3 CD-ROMs or equivalent containing all deliverables including the final report, the executive summary and other information shall be sent to the EDA Project Officer.
- The CDs shall be labelled with: the title "Final Report", the project name, the company name, the contract number, and the completion date. They shall include Acrobat Reader



and the documents in PDF format and it shall be possible to print the documents from the CD-ROM or equivalent. The videos shall be Microsoft Media Player compatible.

- 2 paper copies each of the final report and the executive summary shall be sent to the EDA Project Officer.
- All documentation shall be submitted in draft and shall be provided in final format after comments and acceptance by EDA.

TIMING	DELIVERABLE	MILESTONE
T0 + 3 months	D1, D2	M1
T0 + 6 months	D3	
T0 + 10 months	D4, D5	M2
T0 + 11 months	D6	

T0 = kick-off meeting date. This meeting is planned to take place in mid-November 2017.

#### 1.2.2.3. Acceptance of deliverables

From the date of the corresponding Review Meeting, as specified in section 1.3.2, EDA shall have three weeks to submit comments on such deliverables and the Contractor shall have one week to address/incorporate the comments or the time agreed by the EDA Project Officer. EDA shall have two weeks to accept or reject the improved deliverable.

### 1.3. REQUIREMENTS FOR THE SERVICES

#### 1.3.1. Methodology

##### 1.3.1.1. Technical support

With regard to all deliverables specified above, the Contractor shall provide the technical support services based on internationally recognized quality standards.

The Contractor shall provide a revised version - incorporating the comments received during the kick-off meeting - of the proposed Technical Plan, which was submitted as part of the tenderer's Technical Proposal, to EDA for approval no later than two weeks after the kick-off meeting. The contractor shall maintain it updated throughout the implementation of the contract, of which it is an integral part.

#### 1.3.1.2. Consultation:

The contractor shall consult in the framework of the study, when required by the outcomes, all relevant stakeholders including but not limited to:

- Government officials of the Ministries of Defence of EDA participating Member States
- RF Sensors national and international Teams of Experts
- Research and Technology Organizations (e.g. NATO, EC DG Research)
- EU and national operational planners and decision-makers
- Cap Tech Radar non-governmental experts (e.g. academia and industry)

The Contractor shall avoid over-burdening EDA's stakeholders with questionnaires. The use of viable alternative methods should be considered (e.g. separate meetings with pMS and other stakeholders). The Contractor has responsibility for all phases of the implementation of the Technical Plan and the Consultation Plan to report in written form to the Agency in a proper timing through regularly e-mailing the responsible EDA Project Officer. This should be timely and taking into consideration possible technical or managerial problems or obstacles (i.e.: delay of possible EDA's stakeholders responses needed) that may affect its capability to undertake the contract deliverables according to the terms of the contract.

The Contractor shall provide a revised version - incorporating the comments received during the kick-off meeting - of the proposed Consultation Plan, which was submitted as part of the tenderer's Technical Proposal, to EDA for approval no later than two weeks after the kick-off meeting. The contractor shall maintain it updated throughout the implementation of the contract, of which it is an integral part.

### **1.3.2. Project management**

#### 1.3.2.1. Coordination

The Contractor is required to appoint a single Project Representative, who shall work closely with the EDA Project Officer in implementing the contract. The Project Representative will be responsible for the coordination and control of the overall work in connection with the contract and he/she will serve as the main Point of Contact for EDA. The Contractor shall ensure the overall management and an appropriate reporting during the contract. The Contractor has responsibility for all phases of the implementation of the contract and to report in written form to the Agency in a proper timing—regular mail and e-mail to the EDA Project Officer. This shall be done timely and taking into consideration possible technical or managerial problems or obstacles that may affect

its capability to undertake the study deliverables according to the terms of the contract, together with a contingency plan.

The contractor shall coordinate its activities with the EDA project officer and, where necessary and requested by the EDA project officer, with other relevant actors, in particular:

- the EDA Capability Technology group “CapTech” Radar

#### 1.3.2.2. Meetings

MEETING SCHEDULE			
TIMING	DURATION	LOCATION	OBJECTIVE
T0	Half a day	EDA premises	Kick-off meeting to present the Contractor's technical proposal for conducting the study and to receive feedback from the EDA Project Officer.
T0 +3,5 months	Half a day	EDA premises	Review Meeting 1 to assess deliverables D1 and D2
T0 +6,5 months	Half a day	EDA premises	Review Meeting 2 to assess deliverable D3
T0 + 10,5 months	Half a day	EDA premises	Review Meeting 3 to assess deliverables D4 and D5
T0 + 11,5 months	Half a day	EDA premises	Review Meeting 4 to assess deliverable D6

T0 = kick-off meeting date. This meeting is planned to take place in mid-November 2017.

The contractor shall:

- be responsible for organizing and conducting the meetings;
- submit for acceptance to EDA all documentation related to the meeting (invitation, agenda, background documents, working papers, questionnaires, presentations, etc.), at the latest 6 weeks before the meeting;
- send to the meeting participants all documentation related to the meeting accepted by EDA, at the latest 4 weeks before the meeting;
- submit for acceptance to EDA all documentation related to the outcome of the meeting (minutes, etc.), at the latest 2 weeks after the meeting;

- send to the meeting participants all documentation related to the outcome of the meeting accepted by EDA, at the latest 3 weeks after the meeting.

All documentations related to the meeting and for which the contractor is responsible are considered as contractual deliverables.

The Contractor shall provide a revised version - incorporating the comments received during the kick-off meeting - of the proposed Project Management Plan, which was submitted as part of the tenderer's Technical Proposal, to EDA for approval no later than two weeks after the kick-off meeting. The contractor shall maintain it updated throughout the implementation of the contract, of which it is an integral part.

### **1.3.3.Resource management**

#### **1.3.3.1. Human Resources**

The Contractor shall ensure that the key personnel responsible for implementing the contract shall meet jointly the following combination of requirements.

- Excellent knowledge of:
  - Multifunction RF Sensors
  - Radar, Electronic Warfare and Communications techniques
  - English
- Excellent experience in:
  - Stakeholder coordination
  - Project management

The Contractor shall provide a revised version - incorporating the comments received during the kick-off meeting - of the proposed Resource Management Plan, which was submitted as part of the tenderer's Technical Proposal, to EDA for approval no later than two weeks after the kick-off meeting. The contractor shall maintain it updated throughout the implementation of the contract, of which it is an integral part.

#### **1.3.3.2. Other**

Not applicable.

### **1.3.4. Quality management**

The Contractor shall provide a revised version - incorporating the comments received during the kick-off meeting - of the proposed Quality Management Plan, which was submitted as part of the tenderer's Technical Proposal, to EDA for approval no later than two weeks after the kick-off

meeting. The contractor shall maintain it updated throughout the implementation of the contract, of which it is an integral part.

#### **1.3.5.Risk management**

The Contractor shall provide a revised version - incorporating the comments received during the kick-off meeting - of the proposed Risk Management Plan, which was submitted as part of the tenderer's Technical Proposal, to EDA for approval no later than two weeks after the kick-off meeting. The contractor shall maintain it updated throughout the implementation of the contract, of which it is an integral part.

## **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 direct contract for the provision of services.

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

The contract shall enter into force on the date on which it is signed by the last contracting party (expected to be signed in October/November 2017).

The duration of the contract shall not exceed 12 months.

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 and may be extended, only with the written agreement of the contracting parties, before the end of the period originally stated in the contract.

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

The maximum value of the contract is EUR 135 000.

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 Article I.5 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 of 50 % upon receiving an invoice and subject to the approval of all deliverables set out in section 1.2 for Milestone 1,
- and the balance of 50% upon receiving an invoice and subject to the approval of all deliverables set out in section 1.2 for Milestone 2.

## **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.

Tenderers are required to identify all subcontractors whose share of the contract is above 10% and whose capacity is necessary to fulfil the selection criteria.

Any change in subcontracting during the procurement procedure may lead to the rejection of the tender. Any change in subcontracting after the signature of the contract may lead to the termination of the contract. During contract performance, the change of any subcontractor identified in the tender or additional subcontracting will be subject to prior written authorisation of EDA.

## **2.7. JOINT TENDERS**

A joint tender is a situation where a tender is submitted by a group of tenderers. Joint tenders may include subcontractors in addition to the members of the group. 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.

In case of joint tender, all members of the group assume joint and several liability towards EDA for the performance of the contract as a whole, i.e. both financial and operational liability.



Nevertheless, one member of the consortium must be designated as lead partner ("consortium leader"). 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.) as well as operational management of the contract 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).

After the award, EDA will sign the contract with the consortium leader on behalf of all members of the group, authorised by the other members via powers of attorney.

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.

Any change in the composition of the group during the procurement procedure may lead to the rejection of the tender. During contract performance, any change in the composition of the group may lead to the termination of the contract.

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" → "[Member name]" → "Documents"
<b>Section two:</b> Exclusion and selection criteria form	"Qualification" → "Identification of the Tenderer" → "[Member name]" → "Documents"
<b>Section three:</b> Evidence relating to the selection criteria	"Qualification" → "Selection Criteria" → "Financial and Economic Capacity" → "[Member name]"  "Qualification" → "Selection Criteria" → "Technical and Professional Capacity" → "[Member 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.

The tender 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

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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).

these 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.

Any additional information or clarification provided by EDA, through the eTendering website, before the final date for submission of tenders shall be considered part of the minimum requirements of the procurement 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 be submitted is provided 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>

The deadline for the receipt of tenders ("Receipt Time Limit") is **27/09/2017, at 17h00 (Brussels time)**

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.

Tenderers are advised not to wait until the last moment (**submission deadline**) to submit their tenders. To avoid any complications with regard to late receipt/non receipt of tenders within the deadline, please ensure that your tender is submitted several hours before the deadline.

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 **29/09/2017 at 10h00 AM Brussels time**, at the following location:

European Defence Agency (EDA) Rue des Drapiers 17-23 B-1050 Brussels, Belgium
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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

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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.

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).

#### **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 five 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, in the fourth stage, compliance with the minimum requirements specified in the procurement documents;
- to assess, in the fifth stage, 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.

For contracts with overall classification RESTREINT UE/EU RESTRICTED or above (see section Security Standards) the following rule shall apply. In accordance with Annex V (21) of the Council Decision 2013/488/EU of 23 September 2013 on the security rules for protecting EU classified information, tenderers shall not include in their proposals subcontracting to industrial or other entities registered in a non-EU Member State which has not concluded a security of information Agreement with EDA. Currently, Norway has concluded a security of information Agreement with EDA.

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

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

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.

- A. 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.

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".

A standard template in each EU language is available at:

[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.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_fr.cfm)

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 tender 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 – application of exclusion criteria (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 minimum levels of capacity.

<b><u>SELECTION CRITERIA</u></b>
<b>1. ECONOMIC AND FINANCIAL CAPACITY</b>
1.1 The tenderer must have a minimum annual turnover of 135 000 EUR for the last three financial years for which accounts have been closed.
<b>2. TECHNICAL AND PROFESSIONAL CAPACITY</b>
<u>Minimum capacity level relating to tenderers:</u>  2.1 The tenderer shall demonstrate experience in providing services in all of the following domains in at least 3 projects conducted in the past 5 years: <ul style="list-style-type: none"><li>• Analysis or development of RF Sensors systems and technologies</li><li>• Knowledge and use of methodologies of System Engineering and architectural approaches</li></ul>
<u>Minimum capacity level relating to the team:</u>  2.2 The tenderer shall demonstrate its capacity to provide a team of a minimum of three experts having jointly at least the knowledge and experience specified in section 1 under resource management.

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.

The selection criteria remain applicable throughout the whole performance of the contract. Therefore, when replacing a subcontractor or a member of the team delivering the service the contractor must ensure that the proposed subcontractor or team member complies with the relevant minimum capacity levels set above.

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

Tenderers (in case of joint tender, the relevant members of the consortium) 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"-> "[Member 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/profile in the delivery of the service, as part of the resource management proposal. The precise contractual link with the tenderer has also to be described.

For all selection criteria above:

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

- 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"-> "[Member 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.

#### **3.5.4.Stages 4 and 5 – verification of compliance with the minimum requirements and application of award criteria (assessment of tenders)**

The contracting authority will verify compliance of the tenders with the minimum requirements specified in the procurement documents. The tenders that will be considered compliant will be admitted to the award stage.

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 (maximum points)
1	<b><u>Quality of the proposed methodology</u></b> This criterion will assess the relevance, completeness and viability of the proposed Technical Plan (50 points) and of the proposed Consultation Plan (10 points).	60
2	<b><u>Quality of the proposed project management</u></b> This criterion will assess the proposed work breakdown structure with regard to tasks, deliverables, and milestones (10 points). It also assesses the global allocation of time to the project and to each task or deliverable, and whether this allocation is adequate for the work (5 points). It also assesses the reporting and monitoring regime (5 points).	20
3	<b><u>Quality of the proposed resource management</u></b> This criterion will assess how the roles and responsibilities of the proposed team and of the economic operators (in case of joint tenders, including subcontractors if applicable) are distributed for each task (5 points). It also assesses the global allocation of resources to the project and to each task or deliverable, and whether this allocation is adequate for the work (5 points).	10
4	<b><u>Quality of the proposed quality management</u></b> This criterion will assess the quality system applied to the service foreseen in this tender specification concerning the quality of the deliverables, the language quality check, and continuity of the service in case of absence of a team member. The quality system shall be detailed in the tender and specific to the tasks at hand; a generic quality system will result in a low score.	5
5	<b><u>Quality of the proposed risk management</u></b> This criterion will assess the Identification of risks and mitigation measures applied to the service foreseen in this tender specification, as well as safeguards.	5
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 or
  - \* 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.

Tenders will be assessed against the above-listed qualitative award criteria. Tenders shall be structured consistently with the pre-set award criteria and shall include 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 technical proposal shall contain as a minimum the following:

#### **Proposed methodology**

- The proposed Technical Plan on the methodology to be used to execute all the services and provide all deliverables described in Section 1. The proposed Technical Plan shall include as a minimum:
  - a detailed description of how the tenderer will develop the deliverables
  - evidence that the tenderer takes responsibility for the objectives of the contract and demonstrates a good understanding of the subject matter, as well as evidence that that the required results will be produced;
  - Advice on how EDA could realise and measure benefits expected from the project.
  - Any potential relevant modification in the logic of the services and deliverables to improve the expected results.
- The proposed Consultation Plan shall contain an explanation of how the tenderer intends to identify, access and exploit sources of information relating to the contract objectives and how the stakeholders, institutions, organisations, experts will be consulted.

#### **Proposed Project Management Plan**

- The Work Schedule in the format of a Gantt Chart (preferably in MS Project) that depicts project phases and their associated tasks and work packages together with key milestones and deliverable points;
- The timetable, structure and preparation of initial, periodic update and end-of stage meetings/presentations/workshop (for both internal and external parties) planned within the duration of the contract, and;

- An explanation of the reporting and monitoring regime to ensure appropriate decisions and outputs are reported / monitored in due time, including appropriate interaction with EDA and its representatives.

#### **Proposed Resource Management Plan**

- A description of the resources requirements to deliver the project including:
  - The level of resource proposed;
  - The composition of teams assigned to each project phase;
  - Inputs from any third parties (not out-sourced activities)
  - Activities to be shared by/out-sourced to co-contractors/sub-contractors and the % contribution to achievement of the relevant deliverable to be out-sourced
  - A breakdown of workshare if activities are shared by/outsourced to multiple co-contractors/sub-contractors;
- A description of key technologies that will be employed to achieve deliverables and their level of maturity, where relevant;

#### **Proposed Quality Management Plan**

- An outline of the quality system, including the events to be undertaken within a task or work package, as relevant, and that may include any reviews, inspection points, testing, pilots and acceptance points, as relevant, to achieve and assure the functional and technical specifications required for each deliverable;

#### **Proposed Risk Management Plan**

- An analysis of risks that have been identified and assessed, the level of tolerance established for key risks and actions to manage them, particularly response plans for any risks that require mitigation;
- Safeguards to preserve intellectual property and adherence to security classification, as relevant.

The technical proposal needs to be uploaded in the section "Tender"->"Tender"->"Name of call for 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 tenders deviating from the technical specifications and/or not meeting the minimum requirements set in the procurement documents shall be considered as irregular and consequently be rejected.

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 € 135 000 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" -"Tender"-> <"Name of call for 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.
- The contracting authority may reject abnormally low tenders, in particular if it established that the tenderer or a subcontractor does not comply with applicable obligations in the fields of environmental, social and labour law.

#### 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)
<p>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.</p> <p>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.</p>

### 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 (and to the consortium members when applicable) 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. Checklist of Documents to be Submitted in the E-Submission Application**
- 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**
- 4.8. Non-Disclosure Agreement (if applicable)**
- 4.9. Security Information Sheet (applicable only to contracts EU Confidential/EU Secret)**



## 4. ANNEXES

### 4.1. CHECKLIST OF DOCUMENTS TO BE SUBMITTED IN THE E-SUBMISSION APPLICATION

The purpose of the table below is to facilitate the preparation of the tender by providing an overview of the documents that shall be included (marked by ■) depending on the role of each economic operator in the tender (coordinator/group leader in joint tender, partner in joint tender, single contractor, main contractor, subcontractor). Some of the documents are only relevant in cases of joint tenders or when subcontractors are involved. Additional documents might be necessary depending on the specific characteristics of each tender.

Description	Coordinator or group leader in joint tender	All partners in joint tender	Single or Main contractor	Sub-contractor	Where to fill in / upload a document in e-Submission
Tender Preparation Report.	■		■		Generated by the e-Submission application once all information and documents below have been encoded and uploaded in the application
Duly authorised signature, i.e. an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the Tenderer is duly authorised to do so	■		■		"Qualification" -> "Identification of the tenderer" under "Documents"
Power of attorney of partners in joint tender indicating the group leader		■			"Qualification" -> "Identification of the tenderer" under "Documents"
Letter of intent of subcontractor				■	"Qualification" -> "Identification of the tenderer" under "Documents"
Legal Entity Form	■	■	■	■	"Qualification" -> "Identification of the tenderer" under "Documents"
Supporting documents for the Legal Entity File Form	■	■	■	■	"Qualification" -> "Identification of the tenderer" under "Documents"
Financial Identification form (either signed & stamped by the bank or accompanied by a recent bank statement)	■		■		"Qualification" -> "Identification of the tenderer" under "Documents"
Exclusion and Selection Criteria form	■	■	■	■	"Qualification" -> "Identification of the tenderer" under "Documents"
Evidence of Economic and financial capacity	■	■	■	■*	"Qualification" -> "Selection Criteria" -> "Financial and Economic Capacity"
Evidence of Technical and professional capacity	■	■	■	■	"Qualification" -> "Selection Criteria" -> "Technical and Professional Capacity"
The following sections shall be provided in the tender, their absence would mean rejection of the tender for incompleteness:					
Technical Proposal	■		■		"Technical tender"
Financial Proposal	■		■		"Financial tender"

\*only if the main tenderer relies on the financial capacity of the sub-contractor

4.2. SUBCONTRACTOR / LETTER OF INTENT 17.ESI.OP.006

The undersigned: .....

Name of the company/organisation: .....

Address: .....

Declares hereby the intention to collaborate in the execution of the tasks subject to the above call for tender, in accordance with the terms of the tender to which the present form is annexed, if the contract is awarded to ... .... (*name of the tenderer*).

Declares hereby accepting the general conditions attached to the tendering specifications for this call for tender, and in particular art. II.24 in relation with checks and audits.

Full name	Date	Signature
.....		

#### 4.3. POWER OF ATTORNEY

##### POWER OF ATTORNEY – MODEL 1

##### Agreement / Power of Attorney

##### (DESIGNATING ONE OF THE COMPANIES OF THE GROUP AS LEADER AND GIVING A MANDATE TO IT)

We the undersigned:

- Signatory 1 (Name, Function, Company, Registered address, VAT Number)
- Signatory 2 (Name, Function, Company, Registered address, VAT Number)
- .....
- Signatory N (Name, Function, Company, Registered address, VAT Number),

Each of them having the legal capacity required to act on behalf of his/her company,  
HEREBY AGREE AS FOLLOWS:

In case the European Defence Agency awards Contract **17.ESI.OP.006** (« **the Contract** ») to Company 1, Company 2, ..., Company N (« **the Group Members** »), based on the joint tender submitted by them on ... ..... for the supply of ..... and/or the provision of services for ... (« **the Supplies and/or the Services** »).

(1) As co-signatories of the Contract, all the Group Members:

- (a) Shall be jointly and severally liable towards the European Defence Agency for the performance of the Contract.
- (b) Shall comply with the terms and conditions of the Contract and ensure the proper execution of their respective share of the Supplies and/or the Services.

(2) To this effect, the Group Members designate Company X as **Group Leader**. [*N.B.: The Group Leader has to be one of the Group Members*]

(3) Payments by the European Defence Agency related to the Supplies or the Services shall be made through the Group Leader's bank account. [*Provide details on bank, address, account number, etc.*].

(4) The Group Members grant to the Group Leader all the necessary powers to act on their behalf in connection with the Supplies and/or the Services. This mandate involves in particular the following tasks:

- (a) The Group Leader shall sign any contractual documents—including the Framework Contract, the Order Forms and Amendments thereto—and issue any invoices related to the Supplies or the Services on behalf of the Group Members.
- (b) The Group Leader shall act as single point of contact for the European Defence Agency in connection with the Supplies and/or the Services to be provided under the Contract. It shall co-ordinate the provision of the Supplies and/or the Services by the Group Members to the European Defence Agency, and shall see to a proper administration of the Contract.

Any modification to the present agreement / power of attorney shall be subject to the European Defence Agency's express approval.

This agreement / power of attorney shall expire when all the contractual obligations of the Group Members towards the European Defence Agency in connection with the Supplies and/or the Services to be provided under the Contract have ceased to exist. The parties cannot terminate it before that date without EDA's consent.

Signed in ..... on ..... ..

Name

Function

Company

Name

Function

Company

Name

Function

Company

Name

Function

Company

**POWER OF ATTORNEY – MODEL 2**  
**Agreement / Power of Attorney**

**(CREATING THE GROUP AS SEPARATE ENTITY, APPOINTING A GROUP  
MANAGER AND GIVING A MANDATE TO HIM/HER)**

We the undersigned:

- Signatory 1 (Name, Function, Company, Registered address, VAT Number)
- Signatory 2 (Name, Function, Company, Registered address, VAT Number)
- .....
- Signatory N (Name, Function, Company, Registered address, VAT Number),

Each of them having the legal capacity required to act on behalf of his/her company, HEREBY AGREE AS FOLLOWS:

In case the European Defence Agency awards the Contract **17.ESI.OP.006....** (« **the Contract** ») to Company 1, Company 2, ..., Company N (« **the Group Members** »), based on the joint tender submitted by them on ... .. for the supply of ..... and/or the provision of services for ... (« **the Supplies and/or the Services** »).

(1) As co-signatories of the Contract, all the Group Members:

- (a) Shall be jointly and severally liable towards the European Defence Agency for the performance of the Contract.
- (b) Shall comply with the terms and conditions of the Contract and ensure the proper execution of their respective share of the Supplies and/or the Services.

(2) To this effect, the Group Members have set up under the laws of ..... the Group ..... (« **the Group** »). The Group has the legal form of a ..... [*Provide details on registration of the Group: VAT Number, Trade Register, etc.*].

(3) Payments by the European Defence Agency related to the Supplies or the Services shall be made through the Group's bank account. [*Provide details on bank, address, account number, etc.*].

(4) The Group Members appoint Mr/Ms ..... as **Group Manager**.

(5) The Group Members grant to the Group Manager all the necessary powers to act alone on their behalf in connection with the Supplies and/or the Services. This mandate involves in particular the following tasks:

- (a) The Group Manager shall sign any contractual documents—including the framework contract, order forms and Amendments thereto—and issue any invoices related to the Supplies or the Services on behalf of the Group Members.
- (b) The Group Manager shall act as single point of contact for the European Defence Agency in connection with the Supplies and/or the Services to be provided under the Contract. He/she shall co-ordinate the provision of the Supplies and/or the Services by the Group Members to the European Defence Agency, and shall see to a proper administration of the Contract.

Any modification to the present agreement / power of attorney shall be subject to the

European Defence Agency's express approval.

This agreement / power of attorney shall expire when all the contractual obligations of the Group Members towards the European Defence Agency in connection with the Supplies and/or the Services to be provided under the Contract have ceased to exist. The parties cannot terminate it before that date without EDA's consent.

Signed in ..... on ..... ..

Name

Function

Company

Name

Function

Company

Name

Function

Company

Name

Function

Company

#### 4.4. EXCLUSION -CRITERIA FORM (INVITATION TO TENDER NO 17.ESI.OP.006)

### Declaration on honour on exclusion criteria and selection criteria

The undersigned [*insert name of the signatory of this form*], representing:

(only for natural persons) himself or herself	(only for legal persons) the following legal person:
ID or passport number:  (‘the person’)	Full official name: Official legal form: Statutory registration number: Full official address: VAT registration number:  (‘the person’)

#### I – SITUATION OF EXCLUSION CONCERNING THE PERSON

(1) declares that the above-mentioned person is in one of the following situations:	YES	NO
a) it is bankrupt, subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under national legislation or regulations;	<input type="checkbox"/>	<input type="checkbox"/>
b) it has been established by a final judgement or a final administrative decision that the person is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the law of the country in which it is established, with those of the country in which the contracting authority is located or those of the country of the performance of the contract;	<input type="checkbox"/>	<input type="checkbox"/>
c) it has been established by a final judgement or a final administrative decision that the person is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:		
(i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) entering into agreement with other persons with the aim of distorting competition;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) violating intellectual property rights;	<input type="checkbox"/>	<input type="checkbox"/>

(iv) attempting to influence the decision-making process of the contracting authority during the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
d) it has been established by a final judgement that the person is guilty of the following:		
(i) fraud, within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of EU Member States, drawn up by the Council Act of 26 May 1997, and in Article 2(1) of Council Framework Decision 2003/568/JHA, as well as corruption as defined in the legal provisions of the country where the contracting authority is located, the country in which the person is established or the country of the performance of the contract;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
(v) terrorist-related offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision;	<input type="checkbox"/>	<input type="checkbox"/>
(vi) child labour or other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
e) the person has shown significant deficiencies in complying with the main obligations in the performance of a contract financed by the Union's budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by an Authorising Officer, OLAF or the Court of Auditors;	<input type="checkbox"/>	<input type="checkbox"/>
f) it has been established by a final judgment or final administrative decision that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;	<input type="checkbox"/>	<input type="checkbox"/>



g) for the situations of grave professional misconduct, fraud, corruption, other criminal offences, significant deficiencies in the performance of the contract or irregularity, the applicant is subject to:	<input type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>i. facts established in the context of audits or investigations carried out by the Court of Auditors, OLAF or internal audit, or any other check, audit or control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body;</li> <li>ii. non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics;</li> <li>iii. decisions of the ECB, the EIB, the European Investment Fund or international organisations;</li> <li>iv. decisions of the Commission relating to the infringement of the Union's competition rules or of a national competent authority relating to the infringement of Union or national competition law; or</li> <li>v. decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body.</li> </ul>		

**II – SITUATIONS OF EXCLUSION CONCERNING NATURAL PERSONS WITH POWER OF REPRESENTATION, DECISION-MAKING OR CONTROL OVER THE LEGAL PERSON**

**Not applicable to natural persons, Member States and local authorities**

(2) declares that a natural person who is a member of the administrative, management or supervisory body of the above-mentioned legal person, or who has powers of representation, decision or control with regard to the above-mentioned legal person (this covers company directors, members of management or supervisory bodies, and cases where one natural person holds a majority of shares) is in one of the following situations:	YES	NO	N/A
Situation (c) above (grave professional misconduct)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (d) above (fraud, corruption or other criminal offence)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (e) above (significant deficiencies in performance of a contract)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (f) above (irregularity)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**III – SITUATIONS OF EXCLUSION CONCERNING NATURAL OR LEGAL PERSONS ASSUMING UNLIMITED LIABILITY FOR THE DEBTS OF THE LEGAL PERSON**

(3) declares that a natural or legal person that assumes unlimited liability for the debts of the above-mentioned legal person is in one of the following situations:	YES	NO	N/A
Situation (a) above (bankruptcy)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (b) above (breach in payment of taxes or social security contributions)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

#### IV – GROUNDS FOR REJECTION FROM THIS PROCEDURE

(4) declares that the above-mentioned person:	YES	NO
h) has distorted competition by being previously involved in the preparation of procurement documents for this procurement procedure.	<input type="checkbox"/>	<input type="checkbox"/>

#### V – REMEDIAL MEASURES

If the person declares one of the situations of exclusion listed above, it must indicate measures it has taken to remedy the exclusion situation, thus demonstrating its reliability. This may include e.g. technical, organisational and personnel measures to prevent further occurrence, compensation of damage or payment of fines. The relevant documentary evidence which illustrates the remedial measures taken must be provided in annex to this declaration. This does not apply for situations referred in point (d) of this declaration.

#### VI – EVIDENCE UPON REQUEST

Upon request and within the time limit set by the contracting authority the person must provide information on the persons that are members of the administrative, management or supervisory body. It must also provide the following evidence concerning the person itself and concerning the natural or legal persons which assume unlimited liability for the debt of the person:

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

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

The person is not required to submit the evidence if it has already been submitted for another procurement procedure. The documents must have been issued no more than one year

before the date of their request by the contracting authority and must still be valid at that date. The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

Document	Full reference to previous procedure
<i>Insert as many lines as necessary.</i>	

## VII – SELECTION CRITERIA

(5) declares that the above-mentioned person complies with the selection criteria applicable to it individually as provided in the tender specifications:	YES	NO	N/A
(a) It fulfills the applicable economic and financial criteria indicated in section 3.5.3 of the tender specifications;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) It fulfills the applicable technical and professional criteria indicated in section 3.5.3 of the tender specifications.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(6) if the above-mentioned person is the <b>sole tenderer</b> or the <b>leader in case of joint tender</b> , declares that:	YES	NO	N/A
(c) the tenderer, including all members of the group in case of joint tender and including subcontractors if applicable, complies with all the selection criteria for which a consolidated assessment will be made as provided in the tender specifications.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## VII – EVIDENCE FOR SELECTION

The signatory declares that the above-mentioned person is able to provide the necessary supporting documents listed in the relevant sections of the tender specifications and which are not available electronically upon request and without delay.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

Document	Full reference to previous procedure
<i>Insert as many lines as necessary.</i>	

***The above-mentioned person may be subject to rejection from this procedure and to administrative sanctions (exclusion or financial penalty) if any of the declarations or information provided as a condition for participating in this procedure prove to be false.***

Full name

Date

Signature

#### 4.5. FINANCIAL AND ECONOMIC CAPACITY OVERVIEW FORM

### Financial and Economic Capacity Overview Form

The numbers in the below cells must be indicated in **ABSOLUTE VALUES** (i.e. as full amounts and not in thousands or similar) and in **EUROS**

The exchange rate to be used for the conversion of the amounts should be the monthly accounting rate of the last month of the financial year as published in the Official Journal of the European Union.

<http://ec.europa.eu/budget/infocore/index.cfm?fuseaction=home&Language=en>

Tenderer name:

Begin and end of the financial year (eg: 1/1/n - 31/12/n)):

Asset	2015	2014	2013
Long term assets (assets convertible in cash in > than 1 year)	€ 0	€ 0	€ 0
Short term assets (current assets convertible in cash in ≤/ than 1 year)	€ 0	€ 0	€ 0
<b>Total assets ( TOTAL ASSETS SHOULD EQUAL TOTAL LIABILITIES)</b>	<b>€ 0</b>	<b>€ 0</b>	<b>€ 0</b>
Liabilities	2015	2014	2013
Own capital (Equity)	€ 0	€ 0	€ 0
Long term debts (to be repaid in > than 1 year)	€ 0	€ 0	€ 0
Short term debts (to be repaid in ≤/ than 1 year)	€ 0	€ 0	€ 0
<b>Total liabilities (TOTAL LIABILITIES SHOULD EQUAL TOTAL ASSETS)</b>	<b>€ 0</b>	<b>€ 0</b>	<b>€ 0</b>
Profit and loss account data	2015	2014	2013
Turnover (sales revenue realized from the day-to-day operations of the entity)	€ 0	€ 0	€ 0
Depreciation & amortisation	€ 0	€ 0	€ 0
EBITDA (Earnings before interest, taxes, amortisation, depreciation)	€ 0	€ 0	€ 0
Net profit (Earnings after interest, taxes, amortisation, depreciation)	€ 0	€ 0	€ 0
Main indicators	2015	2014	2013
Operational profit margin (EBITDA/turnover)			
Return on Equity: Rentability of own capital (net profit/own capital)			
Net working capital (current assets - current liabilities)			
Current ratio (current assets/current liabilities)			
Debt ratio - indebtedness (debts/total liabilities)			

### Declaration by the Chief Accounting Officer of the tenderer:

From my position of the Chief Accounting Officer of the tenderer,

1. I confirm that the information presented in this simplified financial statement is correct and is taken from the official financial statements either finally approved, or from the preliminary financial statements in case these are not yet finally approved (applicable only to the last year statements).

2. I confirm that I am aware that, in the case we are successful tenderer, EDA, before signing the contract, may ask and verify the official financial statements for the last 3 years.

3. I confirm that I have been informed that, under Title V of Regulation (EU, Euratom) No 966/2012 and Delegated Regulation (EU) No 1268/2012, tenderers found guilty of false declarations may be subject to administrative and financial penalties in accordance with the conditions laid down in that Decision. In particular, I am aware that the information from this simplified financial statement must be in compliance with the official financial statements which EDA may verify before signing the contract.

<b>Name of Chief Accounting Officer of the tenderer:</b>	
<b>Date:</b>	
<b>Signature:</b>	

#### 4.6. MODEL FINANCIAL PROPOSAL FORM

Prices shall be all-inclusive; the Agency will not pay expenses for any additional costs incurred from the execution of the contract.

Financial proposals exceeding the maximum amount of EUR 135 000 shall be excluded outright.

**Incomplete submission of the financial proposal or any alteration of the present form may result in the rejection of the tender.**

Procurement procedure:	17.ESI.OP.006
------------------------	---------------

Name of Tenderer:	
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TOTAL COST OF ASSIGNMENT, INCLUDING ALL ASSOCIATED EXPENSES AND EXCLUDING VAT:	€
AMOUNT FOR EACH CONSORTIUM MEMBER (WHEN APPLICABLE)	
AMOUNT FOR EACH SUBCONTRACTOR (WHEN APPLICABLE)	
VALUE OR PROPORTION OF THE TOTAL COST OF THE ASSIGNMENT TO BE SUBCONTRACTED (WHEN APPLICABLE)	

Name: (of the tenderer's authorised representative)	Signature:	Date:

#### **4.7. DRAFT CONTRACT**

Enclosed as a separate document