

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 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	■		■		'Attachments' section -> 'Other documents' tab
Power of attorney of partners in joint tender indicating the group leader		■			'Attachments' section -> 'Technical and professional capacity' tab
Letter of intent of subcontractor				■*	'Attachments' section -> 'Technical and professional capacity' tab
Legal Entity Form	■	■	■		'Attachments' section -> 'Other documents' tab
Supporting documents for the Legal Entity File Form	■	■	■		'Attachments' section -> 'Other documents' tab
Financial Identification form (either signed & stamped by the bank or accompanied by a recent bank statement)	■		■		'Attachments' section -> 'Other documents' tab
Exclusion and Selection Criteria form	■	■	■	■*/**	'Attachments' section -> 'Declaration on honour'
Evidence of Economic and financial capacity	■	■	■	■**	'Attachments' section -> 'Economic and financial capacity' tab
Evidence of Technical and professional capacity	■	■	■	■	'Attachments' section -> 'Technical and professional capacity' tab
The following sections shall be provided in the tender, their absence would mean rejection of the tender for incompleteness:					
Technical Proposal	■		■		'Tender Data' section -> 'Technical tender' tab
Financial Proposal	■		■		'Tender Data' section -> 'Financial tender' tab

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

4.2.SUBCONTRACTOR / LETTER OF INTENT

Call for tenders *18.CPS.OP.120 provision of Annual Test and Evaluation Gap Analysis Services for 2018-2020*

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 tenders, 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

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 **18.CPS.OP.120....** (« **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

4.4. EXCLUSION -CRITERIA FORM (INVITATION TO TENDER NO 18.CPS.OP.120)

Declaration on honour on exclusion criteria and selection criteria

The undersigned [*insert name, function of the authorised representative 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"> 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; 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; iii. decisions of the ECB, the EIB, the European Investment Fund or international organisations; 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 v. decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body. 		

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 sole tenderer or the leader in case of joint tender , 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 <u>exchange rate</u> 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/infocentre/index.cfm?fuseaction=home&Language=en			
Tenderer name:			
Begin and end of the financial year (eg: 1/1/n - 31/12/n):			
Is the entity an SME in accordance with EU recommendation 2003/361 (http://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en): Yes/No			
Asset	2017	2016	2015
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
Total assets (TOTAL ASSETS SHOULD EQUAL TOTAL LIABILITIES)	€ 0	€ 0	€ 0
Liabilities	2017	2016	2015
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
Total liabilities (TOTAL LIABILITIES SHOULD EQUAL TOTAL ASSETS)	€ 0	€ 0	€ 0
Profit and loss account data	2017	2016	2015
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	2017	2016	2015
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.			
Name of Chief Accounting Officer of the tenderer:			
Date:			
Signature:			

4.6. MODEL FINANCIAL PROPOSAL FORM

4.6.1 Price for the execution of the tasks corresponding to Specific Contract No1

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 75 000 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:	18.CPS.OP.120 Provision of Annual Test and Evaluation Gap Analysis Services for 2018-2020
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Name of Tenderer:	
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TOTAL COST OF EXECUTION OF THE TASKS CORRESPONDING TO SPECIFIC CONTRACT NO.1, 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:
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4.6.2 Unit Price Catalogue

Nr. crt	Category of personnel ¹ / other costs (if case)	Man-day price / Unit Price
1		
2		
3		
...		
...		

¹ This table shall list the price of all categories of resources, whether of human or of any other nature, necessary for the execution of the tasks laid down in the framework contract.

4.7. DRAFT FRAMEWORK CONTRACT

Enclosed as a separate document

4.8. NON-DISCLOSURE AGREEMENT

The European Defence Agency (hereinafter referred to as "EDA"), with offices at Rue des Drapiers 17-23, B-1050 Brussels, Belgium;

and

[*Name of the Co./entity receiving information*], with offices at [*address*] (hereinafter referred to as "the Recipient"), represented by [*Name, e-mail address and phone number of the authorised representative*]

Have agreed as follows:

1. In the frame of *Call for Tenders 18.CPS.OP.120* (the Purpose), EDA intends to disclose information (the Proprietary Information) to the Recipient.
2. The Recipient undertakes to use the Proprietary Information solely for *the preparation of their tender* (the Use) for the Purpose and in accordance with the terms of this Agreement.
3. The Recipient undertakes to keep the Proprietary Information secure and not to disclose it to any third party, except to its employees [*and subcontractors*] who need to be granted access to the Proprietary information and who have a need-to-know for the Use in the frame of the Purpose. The said employees [*and subcontractors*] are fully aware they owe a duty of confidence to EDA and are bound by obligations equivalent to those in paragraph 2 above and this paragraph 3.
4. The undertakings in paragraphs 2 and 3 above apply to all of the information disclosed by EDA to the Recipient, regardless of the way or form in which it is disclosed or recorded but they do not apply to:
 - a) any information which is or in future comes into the public domain (unless as a result of the breach of this Agreement); or
 - b) any information which is already known to the Recipient and which was not subject to any obligation of confidence before it was disclosed to the Recipient by EDA.
5. Nothing in this Agreement will prevent the Recipient from making any disclosure of the Proprietary Information as required by law.
6. The Recipient will, on request from EDA, destroy all copies and records of the Proprietary Information and provide a written confirmation in that sense to EDA.
7. Neither this Agreement nor the supply of any information grants the Recipient any licence, interest or right in respect of any intellectual property rights of EDA except the right to copy the Proprietary Information solely for the Purpose.
8. Any dispute between the parties in relation to the interpretation, application or validity of the present Agreement which cannot be settled amicably shall be settled before the courts of Brussels, Belgium and in accordance with Belgian law.
9. This Agreement shall remain in effect until such time as the Purpose is considered achieved by both parties. Notwithstanding the foregoing, the Recipient's duty to hold Proprietary Information which was disclosed under this Agreement in confidence will remain in effect indefinitely, unless otherwise agreed.

In witness hereof, the Parties have agreed to execute this Agreement as of the date of signature.

On behalf of *[Recipient]*

[Name/ title]

On _____, in _____

Signature