

## Call for Tenders

### **21.ISE.OP.470**

Service Contract for the provision of a study on  
“Basic requirements for Military ATM exchange of data”

### **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. GENERAL BACKGROUND

### **Motivation:**

SES (Single European Sky) and the ATM (Air Traffic Management) Master Plan edition 2020 foresee that the new model for ATM Data Service Provision (ADSP) should support the progressive shift to a new service delivery model for ATM data through the establishment of dedicated ADSPs market. The ATM data services would provide the data and applications required to ensure ATS (Air Traffic Services) and include surveillance data and flight data-processing functions such as flight correlation, trajectory prediction, conflict detection and conflict resolution, and arrival management planning. These services rely on underlying integration services for weather, surveillance and aeronautical information. The maximum scope of service delivery by ADSPs would cover the ATM data services (e.g. flight data processing) necessary to realise the virtual defragmentation of European skies and would include the provision of AIS (Aeronautical Information Services), MET (Meteorological) and CNS (Communication Navigation Surveillance) services. Furthermore, specific incentives will be put in place for those actors that implement recommended operational improvements, or that shift towards innovative delivery models, with a focus on early movers, in order to initiate the transition.<sup>2</sup>

### **Challenges:**

The continuous exchange of information between civil and military ATM units and Air Defence/Command and Control (AD/C2) is fundamental for the security and defence missions. Therefore, military requirements have to be appropriately considered in this new ADSP environment. For example, to fulfil their security and defence mission, military entities need comprehensive, accurate and timely flight/trajectory data on all flights within their area of responsibility (AoR), at any point in time.

On the other hand, civil ATM entities need military planning information in advance, to improve collaborative decision-making (CDM) and situational awareness (SA). Access to military surveillance capabilities is, in some local implementations, essential in order to maintain situational awareness and to enable infrastructure rationalisation. Those synergies are established and covered by local agreements and based on specific requirements, typically between military and civil (normally nationally owned) ANSPs (Air Navigation Service Providers). A more flexible and dynamic airspace management will also require a higher degree of automation for information exchange between civil and military ANSPs.

Interoperability is a key issue with respect to the current and future ATM/CNS infrastructure. In this context, civil-military interoperability should be the basis to enable military capabilities to respond to increased automation and to be integrated as much as possible into the underlying ATM infrastructure. A substantial amount of data is shared between civil and military stakeholders, based on national arrangements or bilateral agreements.

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<sup>2</sup> <https://www.atmmasterplan.eu/>

This virtualisation, digitalisation and mutualisation of data pose a challenge to the military. As the security is a shared responsibility between civil and military, the collaboration and the sharing of data is key. SWIM (System Wide Information Management) will introduce harmonised ATM services, data reference models and technical infrastructure. The current challenge for the military is to find a way to deal with this new ADSP environment, in which vital ATM data will be handled by third parties (potentially non-national and private) knowing that the current situation differs from one country to another.

## **Opportunities**

However, this shift can be seen for the military as an opportunity to face new concepts and game changers such as Drones, U-Space, higher airspace operations (being supersonic, hypersonic or sub-orbital) and then be capable of generating a Recognised Air Picture (RAP) taking all newcomers aboard.

ADSP will also enable Virtualisation. The concept integrates at least geographical decoupling between ADSP(s) and some ATSU(s) (Air Traffic Services Unit(s)), through service interfaces defined in Service Level Agreements. One ATSU may use data services from multiple ADSPs, just as an ADSP may serve multiple ATSUs. Creation of military virtual centres would allow decoupling that could deliver the flexibility and performance aspects of the services to ensure the ability of the virtual centre solution to, at least, support or to improve the operational performance.

## **Initial “high level” military requirements**

In order to avoid any potential negative impact on national security and defence responsibilities (e.g. confidentiality), military requirements should ensure interoperability with civil stakeholders and should proactively address the mitigation of the challenges (data integrity, new vulnerabilities, etc.) and game changers; and finally should exploit all opportunities while being assured of an uninterrupted access to essential data and to airspace.

Some initial requirements for the future should be addressed such as :

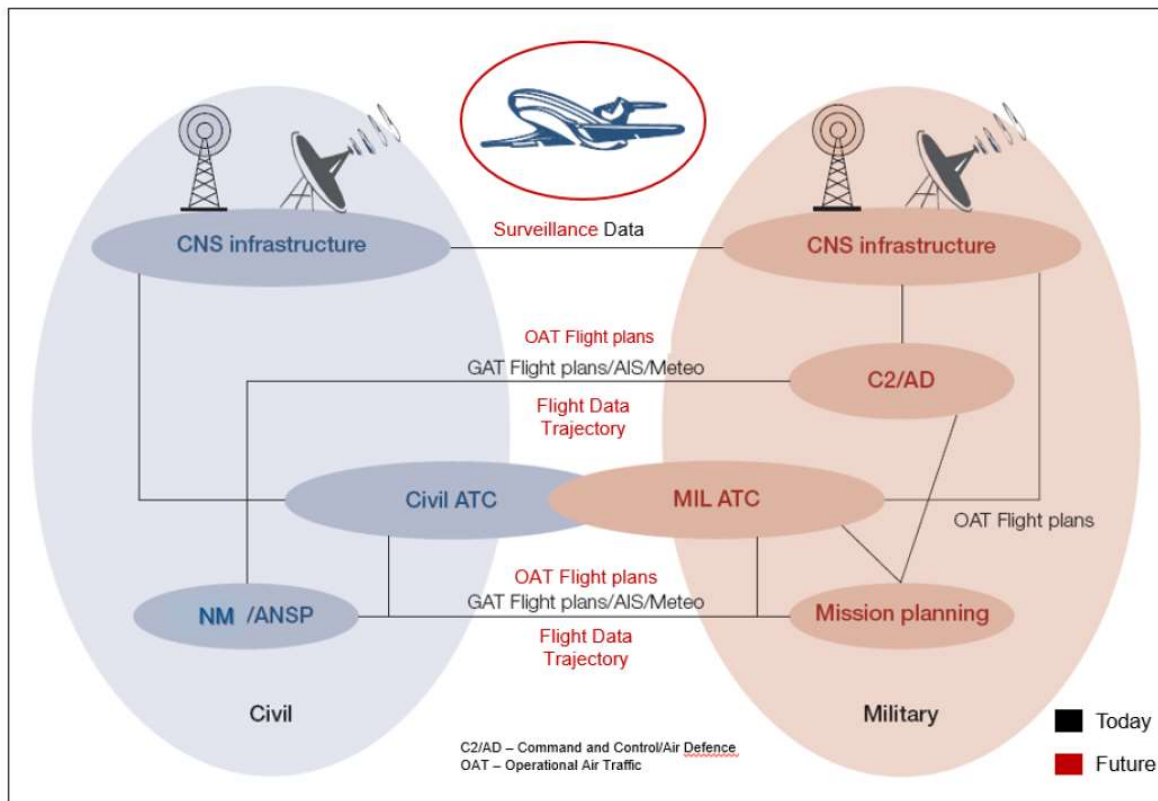
- Interoperability, in particular with military legacy systems.
- The resilience of a robust data sharing network, including cyber resilience and cyber protection.
- Confidentiality of the military shared data should never be jeopardised.
- Military, in the execution of their security and defence tasks, should keep a complete autonomy of its own means, accommodate legacy systems, and liability.
- All those major changes and adaptations will require mitigation measures, a governance and policy framework to assure continuity of military operations in a safe and secure way.
- The production of the RAP (Recognised Air Picture) is key; airspace surveillance and its associated air Policing operations are of outmost importance. Access to all relevant data to identify all tracks above national airspace should be uninterrupted.
- ADSP to provide compulsory services will be defined by a specific legal framework. This should address a permanent access to all data related to aircraft above or in direction of national airspace, guarantee of ADSP service continuity (to avoid bankruptcy for instance),

guarantee no additional costs, access to the data as a public service for security and defence actors.

- A strong governance will ensure application of these services and appointment of ADSP. Confidentiality will be closely looked at in order to avoid in the future current issues such as ADS-B (Automatic Dependent Surveillance – Broadcast).
- Resilience and detection of non-cooperative aircraft will be complementary to civil-military CNS systems.

The interoperability of systems should not be limited to national borders in between military and civilian domains. Cross border and transnational ANSP/ADSP, the virtual defragmentation of ATS and ANS provision will be considered. New elements such as Foreign ANS/ATS operating over part of third party national airspace will be taken into account.

The responsibilities and liabilities regarding defence & security will be defined in a legal framework. New actors ATS/ANS/ADSP will be included and will participate to the airspace surveillance. New service and data chain will probably create chains of Service Levels Agreements (SLA) including transnational services. Liability and accountability clauses including security considerations such as “ownership and control” requirements for certain data and/or services must be included and guaranteed.



Source:

<https://www.eurocontrol.int/publication/eurocontrol-guidelines-civil-military-coordination-information-exchanges> (online page 12)

## 1.2. GENERAL AND SPECIFIC OBJECTIVES

The general objective of this contract is the development of a study through thorough and permanent consultation and report with Military authorities & ESMAB<sup>3</sup>/military expert community all along the project.

This study will serve to achieve the following specific objectives (SO):

- SO1: Set the scene by summarising the existing literature regarding ADSP for the military.
- SO2: Generate a status report regarding the national military-civil current system of exchange of data's in each EU country and beyond EU when relevant.
- SO3: Develop common basic EU military requirements regarding ASDP and future data exchanges.
- SO4: Identify challenges and opportunities related to ASDP.
- SO5: Establish recommendations and actions to mitigate the challenges and seize opportunities at technical and regulatory level.
- SO6: Generate an increased awareness and better understanding of the specificities of military aviation among key civil stakeholders, in support of safety, security, defence and civil-military cooperation in the framework of the future development of ADSP and exchange/access to ATM data.
- SO7: Generate an increased awareness in the military community.
- SO8: Create basic common requirements and establish harmonized views, as well as measures which should later be promoted to the Civilian Authorities to achieve/maintain the Military key objectives for ATM Data exchange and future ADSP market.

## 1.3. SCOPE AND TASKS

### Scope

This study shall review and summarize relevant literature regarding ADSP for the military. Relevant information and guidance regarding ADSP can be found in several documents<sup>4</sup>. This study shall also identify the shortages as well as the best practices regarding civil-military ATM data exchanges in different countries as this might differ from one nation to the other.

The development of common military requirements, in accordance with high level principles regarding ADSP for the military will ease the identification of possible gaps and challenges ahead in the current and planned ADSP implementation plans when compared to military requirements.

The development of open standards for ATM systems also means that stakeholders will find commonalities in terms of their operations and service needs, allowing for the development and introduction of a common service layer achievable through a set of ADSPs. This will make possible the optimisation and rationalisation of ATM support services, enabling a move from physical infrastructures to virtual infrastructures that are characterised by automation and increased sharing of data and information to enhance predictability and enable the remote provision of ATS<sup>5</sup>. Out of

<sup>3</sup> ESMAB : European Defence Agency Single European Sky Military Aviation board – composed of national EU ATM representatives at management level.

<sup>4</sup> ATM MP 2020, Airspace Architecture Study, SES 2+ regulations, Integra analysis (EC study report done in 2019), ICAO regulation, etc...

<sup>5</sup> <https://www.atmmasterplan.eu/>

this virtualisation, opportunities and possible synergies might emerge. The challenges ahead could be mitigated at technical and regulatory level by the identification of new opportunities. Taking into account the complexity of the data exchange and sharing as well as the diversity of the actors, the findings about ADSP for the military could be implemented in different possible scenarios. A regular consultation of Military expert level groups in domains directly related to ADSP is key for gathering military related information.

## **Tasks**

The contractor will be expected to structure their work along the following tasks:

### **Task 1. Setting the scene**

#### **Sub-Task 1.1 : - Review and summarize all literature regarding ADSP for the military.**

- a. This task will consider reviewing all documentation and existing regulation regarding ADSP. An exhaustive list will be made available together with a summary of the most important information deemed needed for the future tasks.
- b. Input : Available ADSP literature.
- c. Output : deliverable 1

#### **Sub-Task 1.2 : Mapping current and planned situation in EU and beyond**

- a. The sub-task 1.2 will gather all information regarding the way military is organised in EDA participating Member States to cope with the exchange of data internally and for cross border operations. Additional data could be collected (beyond EU) in order to identify best practices.
- b. Input: Interviews from military community, review of literature, consultations.
- c. Output : deliverable 1

#### **Sub-Task 1.3 : Develop common basic/minimum military requirements.**

- a. The sub-task 1.3 should consider the current military diversity and could propose clusters of requirements or scenarios as a basis to provide flexibility to the military community. The extremes of these scenarios could be: - fully integrated civ-mil approach and full cross border collaboration and integration - minimum collaboration - separated approach. Minimum cross border collaboration.
- b. Inputs : Deliverables from sub-tasks 1.1 and 1.2, consultations.
- c. Output : deliverable 1

### **Task 2. Challenges and opportunities**

#### **Sub-Task 2.1 : Identify gaps and challenges in current and planned ADSP implementation vis a vis those common Military requirements**

- a. This task will be directed to the identification of gaps and future challenges regarding ADSP implementation.
- b. Inputs : Consultations, documentation, previous deliverables.
- c. Output : deliverable 2

#### **Sub-Task 2.2 : Identify opportunities and synergies**



- a. This task will determine opportunities regarding the future way of exchanging ATM data. Out of those opportunities, synergies at national and international level can be proposed. Other opportunities found during the analysis could be proposed as a basis for upcoming analysis and R&D projects.
- b. Inputs : Consultations, documentation, previous deliverables.
- c. Output : deliverable 2

### Task 3 : Recommendations

- a. The task 3 consists of proposing first set of recommendations and actions in order to mitigate the challenges and gaps described in previous tasks and to seize opportunities nationally and internationally on the regulatory level and also at technical level. This set of recommendations and actions could address the different clusters of requirements or scenarios in accordance with sub-task 1.3.
- b. Input: Task 4 deliverable, consultations, documentation.
- c. Output deliverable 3 – Recommendations – Final report – Presentation to members states.

### Task 4 : Consultations

- a. The Contractor shall organise a thorough military consultation and endeavour to engage military experts from the outset in order to provide information to the study and to monitor its production. This “Stakeholder Consultation Group” (SCG) shall include ESMAB management members. Additional consultation could include EUROCONTROL, EASA, SJU and NATO experts if deemed relevant. The Contractor shall distribute the intermediate and final deliverables to ESMAB and to potential experts for review. ESMAB, experts and additional relevant attendees shall be invited to Dissemination Workshop if deemed relevant.
- b. Inputs : ESMAB community/SES experts, any agency/stakeholder.
- c. Output : A Consultation Strategy should be presented at the beginning of the study and a report at the end.
- d. This document shall be presented for approval, according to its content, maturity and alignment with the overall project’s objectives.

Task 4 : Consultations and military involvement	<b>TASK 1 : Setting the scene</b>  TASK 1.1 : - Review and summarize all literature regarding ADSP for the military TASK 1.2 : Mapping current and planned situation in EU and beyond TASK 1.3 : Develop common basic/minimum military requirements  Deliverable 1
	<b>Task 2 : Challenges and opportunities</b>  TASK 2.1 : Identify gaps and challenges in current and planned ADSP implementation TASK 2.2 : Identify opportunities and synergies  Deliverable 2
	<b>Task 3 : Recommendations</b>  Deliverable 3

### 1.4. INPUT BY THE CONTRACTING AUTHORITY

For the purposes of preparing their technical offer, tenderers must take into account the following information, which is publicly available:

1. Regulation (EU) N° 716/2014 of 27 June 2014 on the establishment of the Pilot Common Project supporting the implementation of the European Air Traffic Management Master Plan
2. Commission Implementing Regulation (EU) N° 2019/123 of 24 January 2019 laying down detailed rules for the implementation of air traffic management (ATM) network functions and repealing Commission Regulation (EU) N° 677/2011
3. EUROCONTROL Specification for On-Line Data Interchange (OLDI) - Ed. 5.0 - EUROCONTROL-SPEC-106 - 14/07/2020
4. Civil-Military Coordination Considerations for SWIM Deployment - Interoperability – 06/08/2019
5. EUROCONTROL Specification for SWIM Technical Infrastructure (TI) Yellow Profile - Ed. 1.1 - EUROCONTROL-SPEC-170 - 05/07/2020
6. Regulation (EU) N° 2018/1048 of 18 July 2018 laying down airspace usage requirements and operating procedures concerning performance-based navigation,
7. Regulation (EC) N° 1207/2011 of 22 November 2011 laying down requirements for the performance and interoperability of surveillance for the Single European Sky (amended by Regulation (EU) 2020/587 of 29 April 2020)
8. ATM MP edition 2020 <https://www.atmmasterplan.eu/>
9. Airspace architecture study <https://www.sesarju.eu/node/3253>

Tenderers can also consult the List of Acronyms at the end of this document.

### **1.5. REQUIREMENTS FOR THE SERVICES OR SUPPLIES**

Tenderers are requested to submit a tender fully explaining how they intend to address the general and specific objectives described in section 1.2., by executing the tasks described in section 1.3. in compliance with the requirements of sections 1.5., 1.6. and 1.8.

The tasks described under section 1.3. should be considered as minimum requirements. However, additional information, activities or tasks that will significantly improve the outcome of this study can be proposed by the Tenderers and will be taken into account in the evaluation of the tender.

#### **1.5.1. Guidance on Methodology**

The study should be developed following a clear methodology covering all aspects. Tenderers are free to propose the specific methodology, taking into account the context and objectives of the study. The balance between the efforts devoted to each specific objective of the study should be reasonable and well justified.

#### **1.5.2. Performance and Quality Requirements**

EDA will apply the following quality criteria, as relevant, when reviewing the final version of a deliverable:

- **Relevance:** Does the deliverable deal adequately with requests for information from EDA and is it in line with the tender specifications? Was any part of the assignment de-scoped by the Contractor without consulting with EDA? (NB: this may result in price deduction).
- **Appropriate methodology:** Does the methodology used by the contractor follow the approach originally proposed in its tender, and agreed by the Contracting Authority?

- **Reliable information:** Has the contractor used at least the sources originally proposed in its tender, in order to collect reliable information and reach sound conclusions? Are proposed datasets relevant for the analysis?
- **Sound analysis:** Is the analysis process used by the contractor comprehensive and appropriate for reaching conclusions and making recommendations? Is it clearly evident in the deliverables?
- **Credible results:** Are the results logical and justified by the analysis of the data and literature?
- **Clarity:** Is the information provided in a clear manner? Is it supported by summary tables, charts and graphics – as applicable?
- **Language:** Is the English language used in the reports understandable, of high quality and shareable with EDA stakeholders?

### 1.5.3. Delivery Time and Meetings

The expected meetings schedule of the project is as follows:

- Kick-off Meeting (T<sub>0</sub>):** The Kick-off Meeting (KoM) will be held not later than 15 days after contract signature. The date of the KoM will constitute (T<sub>0</sub>) and will be used to fix the exact date of milestones. During the KoM, the contractor will present the Management Plan, which will be further discussed, amended - if necessary - and agreed by EDA. The Contractor will produce the minutes from the KoM and provide them together with the revised Management Plan within two weeks after the meeting.
- 1<sup>st</sup> Progress Review Meeting (T<sub>0</sub>+5 months):** During this meeting, the contractor will report the work performed and consultation conducted, communicate any issues, and update the risk register, if necessary. The meeting will assess the draft D1 deliverable to include/consider the comments received from the Stakeholders Consultation Group.
- 2<sup>nd</sup> Progress Review Meeting (T<sub>0</sub>+8 months):** During this meeting, the contractor will report the work performed and consultation conducted, communicate any issues, and update the risk register, if necessary. The meeting will assess the draft D2 deliverable to include/consider the comments received from the SCG.
- 3<sup>rd</sup> Progress Review Meeting (T<sub>0</sub>+11 months):** During this meeting, the contractor will report the work performed and consultation conducted, communicate any issues, and update the risk register, if necessary. The meeting will assess the draft D3 deliverable to include/consider the comments received from the SCG.
- Final Meeting (T<sub>0</sub>+12):** The meeting will mark the conclusion of the contract. All deliverables should be submitted prior to the meeting. The meeting will entail a Dissemination Workshop (presentation of the conclusions to EDA participating Members States).

Timeline	Meetings	Reports/ Deliverables	Milestone (corresponding to payments)
T <sub>0</sub>	Kick-Off Meeting		
T <sub>0</sub> + 5 months	Progress Review 1	D1 Review Gate: by teleconference.	

Timeline	Meetings	Reports/ Deliverables	Milestone (corresponding to payments)
T <sub>0</sub> + 6 months		Deliverable 1 (D1)	M1 (50%)
T <sub>0</sub> + 8 months	Progress Review 2	D2 Review Gate: by teleconference.	
T <sub>0</sub> + 9 months		Deliverable 2 (D2)	
T <sub>0</sub> + 11 months	Progress Review 3	D3 Review Gate: by teleconference.	
T <sub>0</sub> + 12 months		Deliverable 3 (D3)	
T <sub>0</sub> + 12 months	Final Meeting	Dissemination Workshop: in EDA premises in Brussels, unless this is not possible as a result of the Covid-19 pandemic or similar situation.	M2 (50%)

Progress review meetings will take place via VTC. The contractor will be responsible for the preparation of the meeting materials. Two weeks before each meeting, a draft agenda shall be provided by the contractor, along with any other relevant draft material to be presented. The contractor shall submit the minutes for approval to EDA not later than one week after each meeting. In addition to the meetings, regular contacts between the contractor and the EDA Project Officer(s) are expected in order to monitor the progress of the contract execution.

#### 1.5.4. Intellectual property rights

As per Art. I.10 and Art. II.13 of the draft contract provided in Annex 4.7.

### 1.6. DELIVERABLES

#### 1.6.1. Final outputs and deliverables

##### Deliverable 1 (D1): Concerns Task 1

Draft expected by T<sub>0</sub> + 5 months / Finalisation and acceptance by EDA by T<sub>0</sub> + 6 months

- The document shall consist of three main parts. At first, it should contain a thorough summary of existing ADSP literature, which be followed by an updated situation of ADSP in each EU state. Based on the findings, a third part will be composed of an analysis and a proposal developing common basic/minimum military requirements regarding access to ADSP and subsequent exchange of data.

##### Deliverable 2 (D2): Concerns Task 2

Draft expected by T<sub>0</sub> + 8 months / Finalisation and acceptance by EDA by T<sub>0</sub> + 9 months

- The document shall contain an analysis which permitted the identification of the gaps and challenges. Based on the first part of the Deliverable 2 (sub-task 2.1), opportunities and challenges will be detailed.

##### Deliverable 3 (D3): Concerns Task 3

Draft expected by T<sub>0</sub> + 11 months / Finalisation and acceptance by EDA by T<sub>0</sub> + 12 months

- The last deliverable will aim at elaborating recommendations on the “way forward”, i.e. how mitigate the challenges and seize opportunities at technical and regulatory level.

### **1.6.2. Intermediate outputs and deliverables**

#### **Communication Material**

The contractor shall produce communication materials (at least a leaflet) to raise the Military awareness on ADSP and to explain the objectives of the study. The communication materials, when approved by EDA, will be made available on the EDA website pages dedicated to the study for dissemination purposes at the start of the study.

#### **Monthly Progress Reports (MPR)**

During the contract execution, the Contractor shall provide, within the first five working days of each month, the MPR, a concise status report including at least:

- Activities Performed during the period
- Problems Encountered and Corrective Actions
- Risk Management
- Planned Activities for Next Period

#### **Risk Reporting**

The Contractor shall notify EDA (in its MPR, or within 24 hours after a major risk was identified) of any critical risk that may arise, analysing the cause, assessing the potential impacts on the project in terms of time, objectives and scope and formulating in the shortest possible time a mitigation strategy. Risks already identified and not completely resolved shall be addressed in a specific paragraph in the MPR together with the associated mitigation strategy.

The Contractor shall ensure that the provided services and deliverables meet the specific risk management requirements specified under article 3.5.4.2 of these Tender Specifications.

### **1.6.3. Approval Process for the Deliverables**

The deliverables are to be submitted via e-mail for approval to the EDA Project Officer identified in the contract at least two weeks before the Progress Review Gates.

EDA is entitled to ask for clarifications and/or amendment of the deliverables. Clarifications and/or amendments by the Contractor shall be provided in writing not later than the day before the Progress Review Meeting. Two weeks after the respective Progress Review Meeting, EDA shall accept or reject the deliverables, whereupon the Contractor will have two weeks in which to submit additional information, corrections or new deliverables (revised version taking into account all possible remarks of EDA).

In case a deliverable does still not pass the Progress Review Gate, the revision procedure will be repeated until the content of the deliverables is consistent with the contract requirements mentioned either in the technical specifications or in the contractor's tender.

### **1.6.4. Structure and Graphic Requirements of the Final Deliverables**

Deliverables shall be written in English. A linguistic quality control by an English native speaker shall precede the release of the documents. Deliverables shall be produced in electronic format. Hardcopy of the Executive Summary will be welcomed.

The final versions of the deliverables shall be provided in .pdf format (.doc format may be used for interim documents and drafts) and accompanying factsheets in .ppt or .pdf format. Supporting .xls spreadsheets and videos will be accepted.

The study shall comprise:

- The three separate Deliverables (D1-D3) listed above;
- A final Study Report, describing the work performed and the methodology applied;
- An Abstract (of no more than 250 words);
- An Executive Summary (of no more than 10 pages), describing the main findings of the study.

All deliverables shall carry the following disclaimer:

*“This study was commissioned by the European Defence Agency in response the Call for Tender 21.ISE.OP.470. 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 the 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 force. In such a case, the concerned elements of the study (e.g. a photo, a diagram) are accompanied with a clear disclaimer of the copyright holder”.*

**All communication/information material produced for EDA that will be made publicly available (i.e. web portals, factsheets, visuals) must conform to the corporate visual identity of the Agency, which is defined in detail in the EDA Graphic Charter.<sup>6</sup>**

Any video-clip produced by the contractor will have to follow the look & feel of EDA’s videos (e.g. <https://www.youtube.com/watch?v=eMsShRHggAc>, <https://www.youtube.com/watch?v=UWZdNUrGpws> – other examples are available from EDA on request).

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, it has to seek the prior written authorisation from EDA, who reserves the right to refuse the authorisation and the right to participate in exploitation of the subsequent products.

## **1.7. EXPORT CONTROL REQUIREMENTS**

Not applicable

## **1.8. MANAGEMENT OF THE CONTRACT**

The Tenderer must nominate in its tender a Project Manager, who will serve as the main point of contact for EDA. The Project Manager shall work closely with EDA, being responsible for and ensuring the overall management, coordination and appropriate reporting during the execution of the contract.

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<sup>6</sup> The EDA Graphic Charter is available upon request.

## **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 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 November 2021).

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 200 000.

In accordance with Article 11.1 (e) Annex I FR of Regulation (EU, Euratom) N° 2018/1046 of the European Parliament and the Council, EDA may have recourse to the negotiated procedure without prior publication of a contract notice for additional contracts involving services similar to those assigned to the tenderer that was awarded this contract.

### **2.4. TERMS OF PAYMENT**

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

The payment scheme will consist of

- One interim payment of 50% upon receiving of an invoice and subject to the acceptance of deliverable D1 as set out in section 1.6.;
- One balance payment of 50% upon receiving of an invoice and subject to the approval of deliverables D2 and D3, as set out in section 1.6.

### **2.5. PLACE OF PERFORMANCE**

The place of performance of the tasks shall be the Contractor'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).

Individual external experts, not part of the tenderer's staff, foreseen to execute a part of the work are to be considered subcontractors.

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: '*Attachments*' section -> '*Technical and professional capacity*' tab).

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 (insert in e-Submission under: 'Attachments' section -> 'Technical and professional capacity' tab).

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 tender has to be signed by the consortium leader (hand signature or equivalent).

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.

## **2.9. GUARANTEES**

Not applicable.

### 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 Regulation (EU, Euratom) N° 2018/1046 of the European Parliament and the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union.

#### 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	'Attachments' section ->'Legal and regulatory capacity' tab
<b>Section two:</b> Exclusion and selection criteria form	'Required fields' section'
<b>Section three:</b> Evidence relating to the selection criteria	'Attachments' section ->'Economic and financial capacity' tab  'Attachments' section ->'Technical and professional capacity' tab
<b>Section four:</b> Technical Proposal – Addressing technical specifications and award criteria	'Tender Data' section ->'Technical tender' tab
<b>Section five:</b> Financial Proposal	'Tender Data' section ->'Financial tender' tab

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>7</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” (registration on TED e-Tendering is required to be able to create and submit 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 working days before the time limit to submit tenders, any remark, complaint or objection they would have in relation to all aspects of 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.

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<sup>7</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).

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

### **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.

In order to submit a tender using e-Submission, tenderers (each member of the group in the case of a joint tender) will need to register in the European Commission's Participant Register - an online register of organisations participating in EU calls for tenders or proposals. On registering each organisation obtains a Participant Identification Code (PIC, 9-digit number) which acts as its unique identifier in the above register. Instructions on how to create a PIC can be found in the [eSubmission Quick Guide](#). Tenderers already registered in the Participant Register shall reuse their existing PICs when preparing tenders in e-Submission.

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 [eSubmission Quick Guide](#).

<b>The deadline for the receipt of tenders ("Receipt Time Limit") is <u>05/10/2021, at 17:00 (Brussels time)</u></b>
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The tender (including all the documents listed in Annex 4.1. "Checklist of Documents to be Submitted in the E-Submission Application") must be fully uploaded and received within the "Receipt Time Limit" indicated above.

For all documents to be submitted by tenderers to EDA procurement procedures, blue ink (= handwritten) signature or equivalent is required. In this context, "equivalent" signature is defined as a qualified electronic signature (QES) used within the EU and recognised as equivalent to a handwritten one in the corresponding EU Member State. Please use the Trusted List Browser (<https://webgate.ec.europa.eu/tl-browser/#/>) to verify if the e-signature solution used by your

company has been granted a qualified status by a national competent authority as indicated in the national 'trusted lists' of the EU Member State.

Please note that the tenderer is responsible to ensure that their full tender (all required documents and evidence) reaches the destination in due time. To avoid any difficulties with regard to late receipt/non receipt of tenders within the deadline, tenderers are advised to initiate their tender submission (in eSubmission) as early as possible. The time it takes to submit the tender and upload all your documents may vary considerably depending on the number of concurrent submissions by other economic operators, the size of your tender and the type of internet service you are using.

**Evidence of timely receipt will be constituted by the timestamp in the 'Tender Reception 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.

Make sure you submit your tender on time: tenderers are advised to start completing their tender early and not to wait until the last moment (Receipt Time Limit) 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.

The time it takes to submit the tender and upload all your documents may vary considerably depending on the number of concurrent submissions by other economic operators, the size of your tender and the type of internet service you are using.

In case of any problems with the submission of the electronic tender, we recommend that you call the helpdesk in reasonable time before the time limit for receipt. The contact details of the helpdesk are as follows:

- ☎ + (32) 229 71063
- ✉ EC-PROCUREMENT-SERVICE-DESK@ec.europa.eu

Please note that the support line is open from 08:00 until 18:00 (Brussels time), on all EDA working days.

After submitting a tender, but before the deadline for receipt of tenders, a tenderer may definitively withdraw its tender, or withdraw it and replace it with a new one<sup>8</sup>. In these cases the tenderer must send a withdrawal/replacement notification, clearly specifying the call for tender's reference and the e-Submission ID of the tender<sup>9</sup> being withdrawn/replaced. The notification must be dated, signed by the tenderer or the group leader in case of a joint tender and sent by e-mail sent before the deadline for receipt of tenders to the contracting authority's e-mail address: [procurement@eda.europa.eu](mailto:procurement@eda.europa.eu).

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<sup>8</sup> To submit a new version, the tenderer must create a new tender in e-Submission and include all the information and documents required in the procurement documents with the submission of a tender, even if some of them have already been included in the replaced tender.

<sup>9</sup> The e-Submission ID of the tender can be found on the left-hand side of the screen of the tender in e-Submission as well as in the tender reception confirmation.

### **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 06/10/2021 at 11:00 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, if circumstances allow. 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 Reception 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 Regulation (EU) No 2018/1725<sup>10</sup>, pursuant to Article 31 of Council Decision (CSFP) 2015/1835.

Unless indicated otherwise, personal data will be processed by EDA solely for evaluation purposes in accordance with the specifications of the call for tenders. Details concerning the processing of your personal data are available in the privacy statement at:

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<sup>10</sup> Regulation (EU) N° 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC (OJ L 295, 21.11.2018, p.39).

<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 EDA's Internal Auditor, to the College of Auditors or to any other body to ensure the adequate implementation of Checks and Audits (Article II.24 of the draft contract in annex to the tender specifications).

Personal data may be registered in the Early Detection and Exclusion System (EDES) if you are in one of the situations mentioned in Article 136 of the Regulation (EU, Euratom) N° 2018/1046 of the European Parliament and the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union. For more information see the Privacy Statement on:

[https://ec.europa.eu/info/sites/default/files/about\\_the\\_european\\_commission/eu\\_budget/privacy\\_statement\\_edes\\_january\\_2021\\_en.pdf](https://ec.europa.eu/info/sites/default/files/about_the_european_commission/eu_budget/privacy_statement_edes_january_2021_en.pdf)

#### **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, North Macedonia, 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, under ‘*Identification of the Tenderer*’ section Click ‘Add new’ to identify each entity participating in the tender (please refer to [eSubmission Quick Guide](#)).

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 together with the supporting evidence to the section ‘*Attachments*’ -> ‘*Other documents*’ tab.

A standard template in each EU language is available at:

[https://ec.europa.eu/info/publications/legal-entities\\_en](https://ec.europa.eu/info/publications/legal-entities_en)

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.

- 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 together with the supporting evidence to the section '*Attachments*' -> '*Other documents*' tab.

The form is available at the following Internet address:

[https://ec.europa.eu/info/publications/financial-identification\\_en](https://ec.europa.eu/info/publications/financial-identification_en)

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 (except for the official document proving that the person who signs on behalf of the Tenderer is duly authorised to do so), 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 141 of the Regulation (EU, Euratom) N° 2018/1046 of the European Parliament and the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, 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 136;
- 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 may 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 136 and 141 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 ten 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 to the e-Submission application under 'Attachments' section -> 'Declaration on honour'.

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 their economic and financial, as well as their technical and professional capacity to carry out the work subject to this call for tenders.

In order to prove their economic and 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.

<u>SELECTION CRITERIA</u>
<b>1. ECONOMIC AND FINANCIAL CAPACITY</b>
1.1 The tenderer must have a minimum annual turnover of 200 000 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 the capacity to draft reports/studies in English, with a minimum of three such reports/studies delivered in the last three years.  2.2 The tenderer shall demonstrate Operational experience in the field of ATM - ADSP development, being involved at least in one project (with a minimum value of 70 000 EUR) delivered in the last three years in this field.  2.3 The tenderer shall demonstrate Military experience in the fields of Military (Air Traffic Management) operations and Military Safety and Security aspects (e.g. Air defence, ATM, protection of infrastructure, data sharing....), being involved at least in one project (with a minimum value of 70 000 EUR) delivered in the last three years in these fields.  2.4 The tenderer shall demonstrate Financial experience in the field of Aviation Economics (e.g. cost-benefit analysis/CBA), being involved at least in one project (with a minimum value of 70 000 EUR) delivered in the last three years in this field.  <u>Minimum capacity level relating to the team delivering the service:</u>

2.5 The tenderer shall demonstrate the capacity to provide a qualified project team of at least three (3) persons, of which at least one (1) Project Manager and at least two (2) ATM/ATC Experts, having at least the following qualifications/expertise:

Project Manager: Must demonstrate at least 5 years of experience in activities such as project coordination, including overseeing project delivery, quality control of delivered service, client orientation and conflict resolution experience in project of a similar size; in addition, excellent proficiency in English language (written and oral, including in ATM technical language) is required.

Experts: Each expert must demonstrate at least relevant higher education degree and at least 3 years of professional experience in any of the following fields. In addition, excellent proficiency in English language (written and oral, including in ATM technical language) is required. Finally, as a team, the experts' profiles shall cover at least 3 years of professional experience cumulatively in the following fields:

- Expertise on ATM/ADSP development and implementation (Aviation Concept expertise)
- Knowledge of Military operations, including Air Policing & Air Defence, rotorcraft and fixed wings aircraft, RPAS and Military ATM (Military expertise)
- Analysis in Aviation Economics, e.g. CBA (Financial expertise)

NB: The profiles of "Project Manager" and "Expert" can be covered by the same person, as long as this person covers both profiles' requirements.

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 as well as the economic and financial capacity necessary to perform the tasks assigned to each one of them in the tender. In all cases, 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) 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 uploaded to the e-Submission application under: 'Attachments' section -> 'Economic and financial capacity' tab.

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:

- A list of the three reports produced in English in the past three years, with abstracts/executive summaries or with weblinks where these reports can be consulted.

This evidence refers to selection criteria 2.2, 2.3 and 2.4:

- A list of projects relevant to the scope of this call for tenders, produced in the past three years, including a summary for each listed project, describing its scope (services provided), value, dates and recipients. Certificates of satisfactory execution shall be provided for at least one listed project, specifying that it/they has/have been carried out in a professional manner and has/have been fully completed (where applicable).

This evidence refers to selection criterion 2.5:

- The CVs of the persons comprising the project team, detailing their educational and professional qualifications and experience. The Europass curriculum vitae format<sup>11</sup> shall be

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<sup>11</sup> <http://europass.cedefop.europa.eu/en/home>

filled in. Each CV provided shall indicate the intended function in the delivery of the service. The precise contractual link with the tenderer has also to be described.

For all selection criteria above:

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

Evidence of technical and professional capacity must be uploaded to the e-Submission application under: '*Attachments*' section -> '*Technical and professional capacity*' tab.

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 to 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.

N°	Qualitative award criteria	Weighting (maximum points)
1	<p><u>Quality of the proposed methodology (to address the technical specifications)</u></p> <p>This criterion assesses the relevance, completeness and viability of the proposed methodology, the manner in which the tasks will be executed and the proposed Work Breakdown Structure. All tasks and sub-tasks described in art. 1.3 shall be addressed distinctly in the technical proposal. The following sub-criteria will be applied with their respective weights:</p> <p><u>Task 1</u> : the methodology will be assessed with a focus on the proposed approach to define basic common requirements: up to <b>20 points</b>;</p> <p><u>Tasks 2</u>: the methodology will be assessed with a focus on the proposed approach to identify opportunities and synergies: up to <b>20 points</b>;</p> <p><u>Task 3</u>: the methodology will be assessed with a focus on the quality of the proposed recommendations: up to <b>5 points</b>.</p> <p><u>Task 4</u>: the methodology will be assessed with a focus on the quality of the proposed consultation: up to <b>10 points</b>.</p> <p>Furthermore, this criterion will also assess positively any additional information/activities/tasks proposed that can improve the results of the study, aligned with the project's objective: up to <b>5 points</b>.</p>	60
2	<p><u>Quality of the proposed schedule management</u></p> <p>This criterion will assess the relevance, completeness and viability of and the proposed time scheduling approach (Gantt chart), with regard to interactions/dependencies of the main work elements (tasks, deliverables, milestones, etc.), as well as with regard to their fit with the subject and scope of the required services.</p>	10
3	<p><u>Quality of the proposed resource management</u></p> <p>This criterion will assess the relevance, completeness and viability of the proposed project team (and of other economic operators in case of joint tenders, including subcontractors if applicable) assigned to the contract implementation, including: structure and balance of the team; allocation of time and resources (e.g. estimated man-hours/resources devoted to each work package, roles and responsibilities of the proposed team members, etc.), and the rationale behind the choice of this allocation.</p>	10
4	<p><u>Quality of the proposed quality management</u></p> <p>This criterion will assess the quality system applied to the services foreseen in these tender specifications concerning aspects such as quality of the deliverables, language quality check, and continuity of the service in case of absence of a team member. The quality management approach should be elaborated in detail and be specific to the tasks at hand; a generic quality system will result in a low score.</p>	10
5	<p><u>Quality of the proposed risk management</u></p> <p>This criterion will assess the proposed Risk Breakdown Structure and the risk management approach applied to the services foreseen in these tender specifications, concerning aspects such as identification of risks and mitigation measures. The proposed risk management approach should be elaborated in detail and be specific to the tasks at hand; a generic approach will result in a low score.</p>	10
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 should be structured consistently with the pre-set award criteria and should 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.

Tenderers are encouraged to maintain the size of the technical proposal below 80 pages. It must be submitted in a format (e.g. Microsoft Word or Adobe PDF) allowing “text search” function (scanned text to be avoided) and with a font of not less than 10 points.

Evidence of the technical and professional capacity as requested in article 3.5.3. shall be submitted as a separate document and does not count towards the maximum number of pages of the technical proposal.

The technical proposal shall be structured as follows:

<b>Expected structure of the technical proposal</b>
<ul style="list-style-type: none"><li>- Methodology</li><li>- Schedule management</li><li>- Resource management</li><li>- Quality management</li><li>- Risk management</li></ul>

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

## Proposed Methodology

- A **draft Management Plan**<sup>12</sup> on the planning and methodology to be used to execute all the services and deliverables described in Section 1. The draft Management Plan shall include as a minimum:
  - a **Work Break Down Structure** illustrating efforts distribution and interactions thereof;
  - evidence that the tenderer takes responsibility for the general objectives of the contract, demonstrates a good understanding of the subject matter, the scope and that the required results will be produced;
  - any potential relevant modification in the logic of the services and deliverables to improve the expected results.
- A **draft Consultation Strategy**<sup>13</sup> 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, shall be provided.
- Advice on how EDA could realise and measure benefits expected from the study.

## Proposed Schedule Management

- A Work Schedule in the format of a **Gantt Chart** (to be submitted electronically and ideally 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.

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<sup>12</sup> The **final version of the Management Plan** shall be finalised and delivered by the Contractor in an electronic version two weeks after the kick-off meeting, having endorsed all issues/comments raised by EDA during the kick-off meeting. The Management Plan shall be updated as required over the duration of the contract.

<sup>13</sup> The Consultation Strategy shall be an **integral part of the tender** along with the Management Plan and be updated as necessary. The **final version of the Consultation Strategy** shall be delivered with the final Management Plan **two weeks after the kick-off meeting**. The Contractor should 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 Tenderer has responsibility for all phases of the implementation of the Management Plan and the Consultation Strategy to report in written form to the Agency in a proper timing through regularly e-mailing the responsible EDA's 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, together with a contingency plan.

### Proposed Resource Management

- 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 and task;
  - Inputs from any third parties (not out-sourced activities);
  - Activities to be out-sourced to sub-contractors and the % contribution to achievement of the relevant deliverable to be out-sourced;
  - A breakdown of workshare if activities are outsourced to multiple sub-contractors.
- A description of key **technologies** that will be employed to achieve deliverables and their level of maturity.

**NB:** The resources shall be expressed in “person-days” of effort (one “person-day” corresponding to 7 net hours of effort). Please avoid referring to other units (e.g. man-hour, man-month, man/month).

### Proposed Quality Management

- An outline of the **quality controls** 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

- A **Risk Breakdown Structure** (a hierarchical framework for categorising and ranking the risks);
- Identification of an initial/provisional list of risks relevant to the services foreseen in these tender specifications, including determination of tolerance level, response strategy and mitigation actions for key risks;

The technical proposal needs to be uploaded to the section ‘Tender Data’ ->‘Technical tender’ tab.

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 200 000 EUR 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 to the section 'Tender Data' -> 'Financial tender' tab.

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.
- A **Cost Breakdown Structure (CBS)** shall be submitted by the tenderer to show what efforts and at what unit prices (i.e. number of man-days, experts' daily fees, travel and accommodation costs if applicable) have been used to elaborate the financial offer.
- The reference price for the award of the contract shall consist of the total cost of the assignment including all associated expenses.
- In case travels and meetings foreseen by the contractor are cancelled, related costs shall not be invoiced to EDA.

- 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><b>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.</b></p> <p><b>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.</b></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. The notification will be sent to the e-mail address provided in the e-Submission application for the tenderer (group leader in case of a joint tender) under the section Tender Contact Info. The same e-mail address will be used by the contracting authority for all other communications with the tenderer. It is the tenderer's responsibility to provide a valid e-mail address and to check it 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 and to which the above referred contractual Terms and Conditions 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**

## **List of Acronyms**

ACC Area Control Centre  
AD Air Defence  
ADS Automatic Dependent Surveillance (C - Contract, B – Broadcast)  
AFTN Aeronautical Fixed Telecommunication Network  
AFUA Advanced Flexible Use of Airspace  
AI Aeronautical Information  
AIM Aeronautical Information Management  
AIS Aeronautical Information Services  
AIXM Aeronautical Information Exchange Model  
AMAN Arrival Manager  
AMHS Aeronautical Message Handling System  
ANSP Air Navigation Service Provider  
AO Aircraft Operator  
AoR Area of Responsibility  
ASM Airspace Management  
ATC Air Traffic Control  
ATCO Air Traffic Controller  
ATFCM Air Traffic Flow and Capacity Management  
ATM Air Traffic Management  
ATS Air Traffic Services  
C2 Command and Control  
CDM Collaborative Decision Making  
CNS Communication Navigation Surveillance  
CPDLC Controller-Pilot Data Link Communications  
DAP Downlink Airborne Parameters  
EAD European AIS Data Base  
EATMA European ATM Architecture  
EATMN European ATM Network  
EUROAT Harmonized Rules for Operational Air Traffic (OAT) under Instrument  
FAB Functional Airspace Block  
FDPS Flight Data Processing Systems  
FOC Flight Operations Centre  
FMTP Flight Message Transfer Protocol  
FMS Flight Management System



FPL Flight Plan  
FUA Flexible Use of Airspace  
GAT General Air Traffic  
GNSS Global Navigation Satellite System  
IE Information Exchange  
IFPS Initial Flight Plan Processing System  
HMI Human-Machine Interface  
ICAO International Civilian Aviation Organization  
NM Network Manager  
NMOC Network Manager Operations Centre  
MMS Military Mission System (Military FMS)  
NOP Network Operations Portal  
NOTAM Notice to Airmen  
OAT Operational Air Traffic  
OATTS Operational Air Traffic Transit Service  
OLDI On-Line Data Interchange  
PBN Performance Based Navigation  
PCP Pilot Common Projects  
PENS Pan-European Network Services  
RAP Recognised Air Picture  
RVSM Reduced Vertical Separation Minima  
SES Single European Sky  
SSR Secondary Surveillance Radar  
SWIM System Wide Information Management  
TACAN Tactical Air Navigation system  
TCAS Traffic Collision Avoidance System  
UHF Ultra High Frequency  
VHF Very High Frequency  
WOC Wing Operations Centre  
YP Yellow Profile