

Call for Tenders

16.CAT.OP.089

**Service Framework Contract
for the provision of bridging exercises for
strategic decision making in cyber
security/defence**

**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) 2015/1835¹ was established to “support the Member States and the Council in their effort to improve European defence capabilities in the field of crisis management and to sustain the European Security and Defence Policy as it stands now and develops in the future”.

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

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

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

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

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

¹ 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. DEVELOPMENT OF THE EXERCISES

1.1.1. Requirements for the services

The Contractor shall develop cyber defence bridging exercises in accordance with the requirements laid down in the following sections.

The context of the exercises

Cyber Defence will have to provide higher, but also, in terms of resources, smarter protection, and adequate measures to respond to cyber incidents or attacks. Cyber Defence, as one dimension of Cyber Security devoted to proactively defend military information infrastructures, is one of the priorities in the EDA Capability Development Plan (CDP). The military requirements on EU Cyber Defence capability are to prepare for, protect, prevent, detect, respond to, recover from and learn lessons from attacks, damage or unauthorized access affecting information infrastructures (including military and civil networks, systems using computer systems as well as programs and data used within) that support and enable the conduct of EU military tasks and CSDP operations. EU-led military operations by their nature are multinational and it is expected that an operation will utilise civil and military ICT from several different nations.

The success of any initiative on Cyber Defence relies on an appropriate combination of doctrine, organisation, training, procedures and behaviours as well as the availability of appropriate products (infra-structures and software). The application of a comprehensive approach such as the methodology DOTMLPF-I2 supports the analysis dedicated to enhance national and EU capabilities in this domain. EDA and its participating Member States (pMS) are jointly involved in the development of Cyber Defence capabilities. This process attains different levels, being the technical one coordinated by the means of a dedicated Project Team. As a first step to focus Cyber Defence activities EDA concluded in 2012 a study (11.CAP.OP.111)³ to landscape current Cyber Defence capabilities among its pMS.

One of the main findings of the study was that training and learning need to be strengthened at all levels (Institutions and Member States). As a result, EDA is following this strand with strong

² Doctrine, Organisation, Training, Material, Leadership, Personnel, Facilities and Interoperability.

³ This study is EU RESTRICTED.

emphasis - Developing a Training Need Analysis (TNA), a common training curriculum for pMS as part of the Cyber Defence framework contract (12.CAP.OP. 332)³. The concluded Cyber Defence TNA indicates that beside general awareness for all ICT users a major shortfall is within the area of Cyber Defence related skills and competencies of military decision makers at all levels. In 2013 Estonia (EE) launched within the framework of the Project Team Cyber Defence an initiative to improve competencies and skills for Cyber Defence decision making of (military) decision makers through conducting comprehensive strategic Cyber Defence decision making exercises. A first 3 days pilot exercise was conducted in close cooperation with EE and the Portuguese Government in Lisbon in May 2014. Two follow-on exercises were organised with the Czech Government in June 2015 and the Austrian Government in September 2015 as proof-of-concept. In parallel EDA has developed a curriculum for a one day seminar for senior decision makers on cyber defence operational planning aspects, for which the pilot seminar was delivered in September 2014⁴. Based on the findings of the pilot exercise, the proof-of-concept exercises and the pilot seminar EDA is planning to support herewith four max. 2 ½ day long bridging exercises for comprehensive strategic decision making in Cyber Defence with four other EDA participating Member States (pMS) in 2016 and 2017.

The objectives of the exercises

The main aim of such exercises is to sensitize and prepare strategic leaders (and their advisors) to deal with cyberspace crisis management. Since "decision leaders" have to facilitate interactions among those who support them and provide inputs to the decision-making process, this shall include a strategic decision-making exercise building on concepts and methodologies used to manage Cyber Security crises in a comprehensive and inclusive manner. There should also be an option of tailoring this in order to reach a wider audience at organizational, national and international levels. It will be carried out at UNCLASSIFIED level.

The bridging exercises shall support/ inform on the following processes:

- Increase awareness and contribute to a better understanding of cyberspace emerging challenges and threats;
- Enhance knowledge sharing and increase cooperation in Cyber Security crisis management situations;
- Identify shortcomings in doctrine, authority and organization; additionally test the efficacy of regulations, contingency and cooperation plans.

⁴ The most salient points of the results and reports of all events are provided in annex to this document. Further information may be requested by the tenderers by submitting a request to procurement@eda.europa.eu together with the duly completed non-disclosure agreement in Annex.

- Develop strategic leaders' analysis capability by applying new concepts and methodologies to manage cyber crises (in an exercise context) that may lead to the adoption of more effective organizational strategies;
- Promote a Cyber Security and Cyber Defence strategic culture that may stimulate national synergies and foster EU Member States cooperation.
- Enable participants (potential strategic decision makers) to make decisions on basis of situational awareness of cyber crisis, their nature and likelihood and also the impact of the options to be chosen

The purpose of the exercises is to devise a final exercise curriculum for a coherent conceptual toolkit that could be used in assessing current and devising future decision-making frameworks. The toolkit would form a conceptual basis for future strategic decision-making training and exercise programmes.

The bridging exercises (in full recognition, if applicable, of contractor's pre-existing intellectual property rights [IPR]) can also be future integrated in/adapted for future Cyber Defence training curricula as developed in EDA and/or the European Security and Defence College (ESDC) framework.

The contents of the exercises

The exercises shall be based on the scenario of an exemplary crisis that can turn into a national cyber crisis and relevant Cyber Incident Vignettes provided by EDA.

The exercises shall comprise at least the following items:

- How to establish IT-security for information management environments;
- Overview of typical cyber situations (threats, nature and likelihood, possible impact);
- Assessment of typical cyber situations (mirrored to [multinational] scenarios/ frameworks, doctrines);
- Response management (options, decisions and outcome, execution and success control);
- Table-top exercise on decision making; Lessons learned and evaluation of exercise/ process of decision making.

The exercises shall follow basic and general principles of decision making process, tailored to military and cyber framework for this exercise, but also should be open to integrate other aspects of the cyber framework (civilian, governmental, private sector) in future exercises.

Each bridging exercise shall consist of training for the exercise players and one day of exercise for comprehensive strategic decision making in Cyber Defence.

The exercises shall comprise four curricular educational modules on: (1) civil Cyber Security, (2) military Cyber Defence, (3) international Cyber Diplomacy/Cyber Governance and (4) Economical and Technical Cyber Security/Defence decision making aspects. The comprehensive strategic decision-making exercise of 6 hours (last day).

1.1.2. Requirements for the deliverables

The contractor shall develop an exercise curriculum, a training manual and training material in accordance with the requirements of the exercises.

The contractor shall submit these deliverables for approval to the responsible EDA project officer within 4 weeks following entry into force of the corresponding order form.

1.1.3. Requirements for the resources

EDA shall provide to the Contractor the scenario and related vignettes, as well as the content of the studies and associated sources referred to above.

The Contractor shall provide all other resources, including the management of external sources of information.

1.2. CONDUCT OF THE EXERCISES

1.2.1. Requirements for the services

The Contractor shall develop cyber defence bridging exercises in accordance with the requirements laid down in the previous and the following sections.

The exercises for comprehensive strategic decision making in Cyber Defence shall:

- Consist of 4 bridging exercises with a maximum duration of 2 ½ days (09:00-18:00), each consisting of one and a half days of training for the exercise players and one day of table-top pilot exercise for comprehensive strategic decision making in Cyber Defence (6 hours);
- Take place in a National Defence Institute or Military Academy premises of 4 EDA pMS.

- Be executed in English language;
- Accommodate 40 participants from member States participating in the activities of EDA (EDA pMS). The participants shall have a decision making background with no or only basic knowledge on Information Assurance/Cyber Defence (target audience must not necessarily have a technical Cyber Defence background but they must be enabled to understand and act against the background of cyber crisis as they might be or get in the position of being a strategic decision maker previously or during one);
- Be possibly observed in place by representatives from other EU Member States or other institutions (Exercise days only).

Be in accordance with the modalities of the exercise as mutually agreed with EDA in the kick-off meeting (possibly by VTC) concerning the date, location, participants' pre-requisites and the required real life support. The contractor shall send meeting minutes to be sent by e-mail, in pdf format – not classified

1.2.2. Requirements for the deliverables

The Contractor shall provide:

- Each exercise in accordance with the requirements laid down in these sections;
- The training material to each participant at the start of the exercise;
- Interim reports on the outcome of the given exercise to the responsible EDA Project Officer within two weeks following the completion of the exercise. The report will be shared and evaluated in cooperation with the exercising pMS.

1.2.3. Requirements for the resources

The contractor shall ensure that the training and exercise team offered has the appropriate competencies and skills to cover the above areas of expertise both under (classroom) training and exercise execution aspects, including but not limited to:

- Experience of conducting and managing strategic decision making trainings and exercises;

- Profound knowledge and experience of at least 3 years in the area of Cyber Defence system aspects, latest innovative developments, risk management consultancy and trans-/multi-national aspects;
- The knowledge of the current multinational military framework;
- The knowledge of global trends and drivers that determine the overall environment (research, technological, industrial and market) for the evolution of technologies in the IT/ Cyber security/ Cyber Defence domain.
- knowledge on strategic decision making as well as on Cyber Defence

All costs incurred (exercise material for participants, travel costs for trainers, per diem and accommodation for trainers, etc. to be included in the total amount of the financial offer).

Meals (including lunch) are an individual responsibility of each participant (instructor, player/trainee/observer). Host nations will ensure the provision of lunch for reasonable costs. Travel, accommodation costs and per diem of participants are a responsibility of sending pMS and not subject of this contract.

Hosting EU member states will provide the classroom (up to 40 participants) as host nation support, including basic ICT equipment for presentations (Computer and Beamer) and coffee/ tea catering during breaks free of costs. Internet Access can be provided as host nation support either through Fixed Line or Wi-Fi free of costs. ICT (e.g. laptop or desktop PC) will be provided either by EDA or the host nation.

1.3.ASSESSMENT AND CONCLUSIONS OF THE EXERCISES

1.3.1.Requirements for the services

The contractor shall make an evaluation and draw up conclusions based on the feedback from the participants and EDA regarding the development and the conduct of the exercises.

The contractor shall reflect these in the final training curriculum.

1.3.2.Requirements for the deliverables

The Contractor shall submit to the responsible EDA Project Officer a final report (including evaluation of all exercises and the final exercise curriculum), within 4 weeks after the 4th exercise execution in the form of 5 hard-paper copies and one electronic copy of final report (CD/DVD, MS Office/pdf) – not classified.

1.3.3. Requirements for the resources

The feedback shall be provided by the responsible EDA project Officer.

2. THE CONTRACT

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

2.1. NATURE OF THE CONTRACT

The contract to be awarded is a framework contract for the provision of services.

The Framework Contract involves no direct commitment and, in particular, does not generate any obligations for EDA. Instead, it lays down the legal, financial, technical and administrative provisions governing the relationship between EDA and the Contractor during its period of validity. Request for services will be contracted by means of order forms only once the Framework Contract is signed and has entered into force. The draft Framework Contract specifies the basic conditions applicable to any assignment placed under its terms. The Framework Contract does not preclude EDA from assigning tasks in the areas set out above to other Contractors or from having these tasks carried out by EDA staff.

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

The contract shall enter into force on the date on which it is signed by the last contracting party (expected to be signed Q3/2016).

The duration of the framework contract shall not exceed 24 months.

The execution of the tasks may not start before the framework contract and the relevant order form have been signed by both parties.

2.3. MAXIMUM VALUE OF THE CONTRACT

The maximum value of the contract is 125 000 EUR.

In accordance with Article 31 of the Council decision 2007/643/CFSP of 18 September 2007 on the financial rules of the European defence Agency and on the procurement rules and rules on financial contributions from the operational budget of the European defence Agency, 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 the Special Conditions and the General Conditions of the draft contract in annex to the tender specifications.

The payment scheme will consist of a final payment of 100 % of the order form, following the acceptance by EDA of all deliverables of the corresponding order form.

2.5. PLACE OF PERFORMANCE

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

2.6. SUBCONTRACTING

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

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

Accordingly:

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

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

Under no circumstances can the contractor avoid liability towards EDA on the grounds that the subcontractor is at fault. The contractor remains notably 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 his subcontractor is supposed 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.18 of the standard service contract by returning the

Subcontractor Letter of Intent in annex to the tender specifications, filled in and signed (insert in e-Submission under: "Qualification" -> "Identification of the tenderer" under "Documents").

Tenderers shall inform the subcontractor(s) and include in their sub-contracting documents that Article II.18 of the draft contract may be applied to sub-contractors.

Once the contract has been signed, Article II.7 of the above-mentioned service contract shall govern the subcontracting.

2.7. JOINT TENDERS

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

EDA will not request consortia to have a given legal form in order to be allowed to submit a tender, but reserves the right to require a consortium to adopt a given legal form before the contract is signed if this change is necessary for proper performance of the contract. This can take the form of an entity with or without legal personality but offering sufficient protection of EDA's contractual interests (depending on the Member State concerned, this may be, for example, a consortium or a temporary association).

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

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

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

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

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

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

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

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

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

2.8. SECURITY STANDARDS

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

The overall classification of the present contract is UNCLASSIFIED.

3. THE PROCUREMENT PROCEDURE

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

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
Section one: Administrative information	"Qualification" → "Identification of the Tenderer" → "[Party Name]"
Section two: Exclusion criteria form	"Qualification" → "Exclusion Criteria" → "[Party name]"
Section three: Evidence relating to the selection criteria	"Qualification" → "Selection Criteria" → "Financial and Economic Capacity" → "[Party name]" "Qualification" → "Selection Criteria" → "Technical and Professional Capacity" → "[Party name]"
Section four: Technical Proposal - Addressing technical specifications and award criteria	"Tender" → "[name of Call for Tender]"
Section five: Financial Proposal	"Tender" → "[name of Call for Tender]"

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

3.1.1.2. Conformity of the tender

Tenders shall be prepared in accordance with the terms and conditions set out in this invitation to tender, in the tender specifications and in the draft contract. Non-conformity with the technical specifications 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.

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 call for tenders.

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

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

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

Insofar as it has been requested in good time, the additional information will be made available to all economic operators interested in this call, on the eTendering website indicated above, as soon as possible and no later than six calendar days before the submission deadline of tenders or, in the case of requests for information received less than eight calendar days before the final date for the receipt of tenders, as soon as possible after the request for information has been received.

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

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

Potential tenderers may also contact EDA by e-mail (procurement@eda.europa.eu) for any question regarding the e-submission application.

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

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

3.1.2. Form of the tender

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

3.2. SUBMISSION OF TENDERS

3.2.1. How to Submit a tender

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

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

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

The deadline for the receipt of tenders ("Receipt Time Limit") is 29/08/2016, at 17h00 (<u>Brussels time</u>)
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The tender (including the scanned copy of the Tender Preparation Report) must be fully uploaded and received within the "Receipt Time Limit" indicated above.

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

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

You are advised not to wait to submit the tender until the last moment before the deadline for receipt indicated herein. In case of any problems with the submission of the electronic tender, we recommend that you call the helpdesk (identified in the e-Submission application) in reasonable time before the time limit for receipt.

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 30/08/2016 at 11h00 Brussels time, at the following location:

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

An authorised representative of each tenderer may attend the opening of the tenders. Companies wishing to attend are requested to notify their intention by sending an e-mail to procurement@eda.europa.eu 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.

3.4. PROCESSING OF TENDERS

3.4.1. Protection of Personal Data

If processing your reply to the invitation to tender involves the recording and processing of personal data (such as your name, address and CV), such data will be processed by EDA in accordance with

Article 31 of Council Decision (CSFP) 2015/1835 which establishes that the rules laid down in Regulation (EC) No 45/2001⁵ shall apply to the processing of personal data by EDA.

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

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

You are informed that for the purposes of safeguarding the financial interest of the Union, your personal data may be transferred to Internal Audit, to the College of Auditors or to any other body to ensure the adequate implementation of Article II.18 of the draft contract in annex to the tender specifications.

Data of economic operators which are in one of the situations of exclusion referred to in Article 9 and 10 of the Financial Rules applicable to EDA may be included in a central database and communicated to the designated persons of EDA, other institutions, agencies, authorities and bodies. This refers as well to the persons with powers of representation, decision making or control over the said economic operators. Any party entered into the database has the right to be informed of the data concerning it, by sending a request by e-mail to procurement@eda.europa.eu.

3.4.2. Protection of EU Classified Information

EDA will process any information in accordance with the rules of the classification level indicated in section 2.10. 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:

⁵ Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data.

- If clarification or additional evidence in relation to the exclusion and selection criteria is required.

-If clarification is requested or if obvious clerical errors in the tender need to be corrected, provided that the terms of the tender are not modified as a result.

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

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

3.5. EVALUATION OF TENDERS

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

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

The aim of each of these stages is:

- To check, in the first stage, that the tenderer has access to the procurement procedure of EDA.
- to check, in the second stage (exclusion criteria), whether tenderers can take part in the tendering procedure and, where applicable, be awarded the contract;
- to check, 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 assess on the basis of the award criteria the technical and financial tenders and establish a ranking list, by order of merit, of all tenders having passed the exclusion and selection stages, as well as the quality thresholds set for the assessment of the award criteria.

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

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

Participation in EDA's public procurement procedures is open on equal terms to all natural and legal persons coming within the scope of the EU Treaties. When applying the rules of access to the

market, it is the country where the tenderer is established which is to be considered. As regards a natural person, it is the State in which the person has his domicile.

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

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

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

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

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

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

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

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

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

The Legal Entity Form can be generated via the e-Submission application from the section "Qualification" -> "Identification of the tenderer" under "Documents"/"Generate pre-filled documents" and uploaded under "Documents" in the same section.

Alternatively, a standard template in each EU language is available at the following address:

http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm

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

For private and public entities:

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

For Individuals:

- Where applicable, a proof of registration, as prescribed in their country of establishment, on one of the professional or trade registers or any other official document showing the registration number in case of a joint tender, all tenderers part of a consortium must provide their legal entity files as well as the necessary evidence. Only subcontractors are requested to provide solely the legal entity file without evidence.

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

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

The form is available at the following Internet address:

http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_fr.cfm

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

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

3.5.2. Stage 2 – application of exclusion criteria and exclusion of tenderers

In accordance with EDA Financial Rules, tenderers shall be excluded from the selection and award procedures if they do not satisfy criteria a) to f) specified in the Exclusion criteria form in annex to the tender specifications.

If a tenderer is a legal person, criterion b) and criterion e) specified in the Exclusion criteria form apply not only to the tenderer, but to also to the natural persons having power of representation, decision-making or control over this legal entity.

In addition, contracts may not be awarded to tenderers who, during the procurement procedure are subject to a conflict of interest (criterion g) or are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the contract procedure or fail to supply this information (criterion f) or fall into one of the situations as specified under criteria a) to f).

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

Evidence relating to the exclusion criteria (Section Two)

Tenderers or their representatives shall provide a declaration on their honour (Exclusion Criteria Form), duly signed and dated in which they:

- state whether or not they are in one or more of the situations of exclusion referred to in the Financial Rules of EDA and detailed in the form;
- undertake to submit to EDA any additional document relating to the exclusion criteria, that EDA considers necessary to perform its checks, within seven calendar days following the receipt of EDA's request.

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

This declaration(s) must be filled in, signed by an authorised representative, scanned and uploaded under "Qualification" -> "Exclusion Criteria".

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

Any total or partial omission for which one or more legal entities involved in the tender are responsible may lead EDA to exclude the tender from the procedure.

By returning Exclusion criteria form, duly signed, tenderers confirm that they have been notified of the following points:

Administrative or financial penalties may be imposed by EDA on tenderers who are in one of the cases of exclusion after they have been given the opportunity to present their observations.

These penalties are detailed in Article 12 of the Procurement Rules applicable to EDA.

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

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

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

<u>SELECTION CRITERIA</u>
1. ECONOMIC AND FINANCIAL CAPACITY
1.1 Sufficient economic and financial capacity to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract.

Minimum standard:

Minimum annual turnover of 125 000 EUR for the last three financial years.

2. TECHNICAL AND PROFESSIONAL CAPACITY

Criteria relating to tenderers:

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

Minimum requirement/standard:

Minimum of 2 contracts for providing services in the domains indicated in section 1 in the past 3 years.

Criteria relating to the team delivering the service:

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

Minimum requirement/standard:

The team proposed to deliver the service shall include, as a minimum, 4 experts with the expertise/qualifications stipulated in section 1.

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 should ensure that it is not in exclusion situation and it has access to the market.

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

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

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

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

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

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

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

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

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

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

This evidence refers to selection criterion 2.1:

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

This evidence refers to selection criterion 2.2:

- The CVs of experts detailing the educational and professional qualifications and experience. The Europass curriculum vitae format⁶ shall be filled in. Each CV provided should indicate the intended function in the delivery of the service. The precise contractual link with the tenderer has also to be described.

For all selection criteria above:

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

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

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

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

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

The contract will be awarded to the most cost-effective tender. The following award criteria will be applied:

3.5.4.1. Technical Award Criteria

⁶ <http://europass.cedefop.europa.eu/en/home>

No	Qualitative award criteria	Weighting (maximum points)
1	Quality of the proposal for the provision of the services and for the development of the deliverables for the development of the exercises: Methodology Project management Resource management Quality management Risk management	25 points 10 points 5 points 5 points 3 points 2 points
2	Quality of the proposal for the provision of the services and for the development of the deliverables for the conduct of the exercises: Methodology Project management Resource management Quality management Risk management	60 points 20 points 10 points 10 points 10 points 10 points
3	Quality of the proposal for the provision of the services and for the development of the deliverables for the assessment and conclusions of the exercises: Methodology Project management Resource management Quality management Risk management	15 5 points 2 points 2 points 3 points 3 points
Total Number of Points for Technical Quality Score		100

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.

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

To do so, tenderers shall include in their tenders, at least the following elements/information:

The tenderer shall structure the proposal in three parts:

- Development of the exercises
- Conduct of the exercises
- Assessment and Conclusions of the exercises

Each part shall contain the following sub-parts:

- Methodology

Under the relevant part, this will include but not be limited to the following aspects:

- the tenderer's plan how to tackle and structure the exercise, precise description of exercise elements, objectives, tasks, terms, inputs, outputs, dependencies (exercise outline, scenario will be provided by EDA);
- outline of scope and structure of exercise deliverables (including exercise material);
- which reference documents will be exploited for the exercise, how?
- information about the skills and competency prerequisites for participants;
- Participant ICT requirements for the exercise and how the ICT has to be provided;
- Project management

Under the relevant part, this will include but not be limited to the following aspects:

- (time) schedule (project plan, milestones), including Exercise Breakdown Structure. The interaction with the customer and the site providers in the exercising EDA pMS should also be considered and presented.

- Resource management

Under the relevant part, this will include but not be limited to the following aspects:

- how will internal resources be managed? Which sub-contracting, if applicable, will be foreseen?

- Quality management

Under the relevant part, this will include but not be limited to the following aspects:

- What process/system will be applied?

- Risk management

Under the relevant part, this will include but not be limited to the following aspects:

- risk management, conflict resolution measures;

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

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

Please note that, to grant equal treatment of all tenders, it is not possible to modify tenders after their submission in relation to the technical and financial proposals. As a consequence, incompleteness in this section can only result in negative impact for the evaluation of award criteria. Please note also, that proposals deviating from the technical specifications may be rejected for non-conformity.

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

The technical 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 € 125 000 EUR or to the maximum prices authorized by EDA shall be automatically excluded from the rest of the assessment procedure.

3.5.4.4. Financial Proposal (Section Five)

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

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

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

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

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

3.5.4.5. Final Evaluation

The contract will be awarded to the tender which is the most cost-effective (offers the best value for money) on the basis of formula below.

Final Evaluation
Final Score: (Technical quality score x 0. 7) + (financial score x 0. 3)

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 submitting an admissible tender of the characteristics and relative advantages of the selected tender and the name of the successful tenderer.

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

All tenderers will be informed of the outcome of this procedure by e-mail. It is the tenderer's responsibility to provide a valid e-mail address together with their contact details in their tender and to check their e-mail regularly.

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

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

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

After the award, during standstill period, EDA will request to the tenderer proposed for award the evidence on exclusion criteria referred to hereafter. 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 7 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 following evidence confirming the declaration on honour (Exclusion Criteria Form):

- EDA shall accept as satisfactory evidence that the tenderer to whom the contract is to be awarded is not in one of the situations described in point (a), (b) or (e) of Article 9 and following of EDA Procurement Rules, a recent extract from the judicial record or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied;
- EDA shall accept, as satisfactory evidence that the tenderer is not in the situation described in point (d) of Article 9 of EDA Procurement Rules, a recent certificate issued by the competent authority of the State.
- Where the document or certificate referred to in paragraph 1 & 2 is not issued in the country concerned and for the other cases of exclusion referred to in Article 9 of EDA Procurement Rules, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.
- Depending on the national legislation of the country in which the tenderer is established, the documents referred to in paragraphs 1, 2, 3 shall relate to legal persons and/or natural persons including, where necessary, company directors or any person with power of representation, decision-making or control in relation to the tenderer. This would be the case when the national legislation concerned gives juridical responsibility of the acts committed by a legal entity (moral persons) to their legal representatives. The tenderer shall provide information on the ownership or on the management, control and power of representation of the legal entity whenever necessary for the proper understanding of the evidence submitted or whenever EDA requests it.
- Where they have doubts as to whether tenderers are in one of the situations of exclusion, EDA may itself apply to the competent authorities referred to in the third point to obtain any information they consider necessary about that situation.

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
- 4.2. Subcontractor – Letter of Intent
- 4.3. Power of Attorney
- 4.4. Exclusion criteria form
- 4.5. Financial and Economic Capacity Overview Form
- 4.6. Model Financial Proposal Form
- 4.7. Draft contract
- 4.8. Non-Disclosure Agreement (if applicable)
- 4.9. Security Information Sheet (applicable only to contracts EU Confidential/EU Secret)