



Specifications attached to the Invitation to Tender

13.CAP.OP.710

**“PROTECTION OF CRITICAL INFRASTRUCTURE
(POCI)- SUPPORT TO CONCEPT DEVELOPMENT
STUDY”**

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Introduction to EDA

Pursuant to Council Decision 2011/411/CFSP of 12 July 2011 defining the statute, seat and operational rules of the European Defence Agency and repealing Joint Action 2004/551/CFSP, the mission of the European Defence Agency (hereinafter “EDA” or “the Agency”) is "to support the Council and the Member States in their effort to improve the EU's defence capabilities in the field of crisis management and to sustain the CSDP as it stands now and develops in the future."

Functions and tasks

The European Defence Agency, within the overall mission set out in the Agency's constituent act, 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.

All these functions relate to improving Europe's defence performance, by promoting coherence. A more integrated approach to capability development will contribute to better-defined future requirements on which collaborations - in armaments or R&T or the operational domain - can be built. More collaboration will, in turn, provide opportunities for industrial restructuring and progress towards the continental-scale demand and market, which industry needs.

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

1 Overview of this tender

1.1 Description of the contract

The services required by EDA are described in the terms of reference in part 2 of the present tender specifications.

1.2 Timetable

Summary timetable	Date	Comments
Launch date	15/10/2013	
Deadline for request of clarifications from EDA	26/11/2013	
Site visit or clarification meeting (if any)	Not applicable	
Last date on which clarifications are issued by EDA	31/11/2013, 17:00h, Brussels local time	
Deadline for submission of tenders	05/12/2013	Tenders delivered by hand shall be submitted not later than 17:00h Local Time
Opening session	06/12/2013 ¹	At 10:00h Brussels local time
Interviews	Not applicable	
Completion date for evaluation of tenders	December 2013	Estimate
Signature of contract(s)	January 2014	Estimate

1.3 Participation in the tender procedure

Tenderers must not be in any of the exclusion criteria indicated in section 3.1 of these tender specifications and must have the legal capacity to allow them to participate in this tender procedure (see section 3.2.1).

Please note that any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or the EDA during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of his tender and may result in administrative penalties.

¹ Maximum one legal representative per participating tenderer may attend the opening session. Tenderers shall inform the Agency of their intention to attend, at least 5 days prior to the opening session.

1.4 Participation of consortia

Consortia, may submit a tender on condition that it complies with the rules of competition.

A consortium may be a permanent, legally-established grouping or a grouping which has been constituted informally for a specific tender procedure.

Such grouping (or consortia) must specify the company or person heading the project (the leader) and must also submit a copy of the document authorising this company or person to submit a tender. All members of a consortium (i.e., the leader and all other members) are jointly and severally liable to the Contracting Authority.

In addition, each member of the consortium must provide the required evidence for the exclusion and selection criteria (see **Section 3** of these tender specifications).

The participation of an ineligible person will result in the automatic exclusion of that person.

1.5 Sub-contracting

The tenderer must indicate clearly, which parts of the work will be sub-contracted.

Sub-contractors must satisfy the eligibility criteria applicable to the award of the contract. If the identity of the intended sub-contractor(s) is already known at the time of submitting the tender, all sub-contractors must provide the required evidence for the exclusion and selection criteria as detailed in **Section 3** of these tender specifications.

If the identity of the sub-contractor is not known at the time of submitting the tender, the tenderer who is awarded the contract will have to seek the EDA's prior written authorisation before entering into a sub-contract.

Where no sub-contractor is given, the work will be assumed to be carried out directly by the bidder.

1.6 Presentation of the tenders

The tenders must comply with the following conditions:

1.6.1 Tenders must be submitted in accordance with the **double envelope system**:

The **outer envelope** or parcel should be sealed with adhesive tape and signed across the seal and carry the following information:

- the reference number of the invitation to tender **13.CAP.OP.710**
- the project title “**Protection of Critical Infrastructure (POCI)- Support to Concept Development Study**”
- the name of the Tenderer
- the indication “***Tender - Not to be opened by the internal mail service***”
- the address for submission of tenders (*as indicated in the letter of invitation to tender*)
- the date of posting (*if applicable*) should be legible on the outer envelope.

The outer envelope must contain **three inner envelopes**, namely, **Envelope A, B and C**.

The content of each of these three envelopes must be as follows:

Envelope A – Administrative documents

- the **Tender Submission Form** found in **Annex VII**
- the duly filled in, signed and dated **Exclusion Criteria Declaration(s)** as requested in section 3.1 and using the standard template in **Annex IV**
- the duly filled in, signed and dated **Legal Entity Form(s)** as requested in section 3.2 and using the standard template in **Annex V**
- the duly filled in, signed and dated **Financial Identification Form²** using the template in **Annex VI**
- The **Economic & Financial Capacity** criteria documents as requested in section 3.2
- The **Technical & Professional Capacity** criteria documents as requested in section 3.2 - **One signed original and 3 (three) photocopies.**
- **Duly authorised signature**, i.e. an official document (e.g. statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the tenderer is duly authorised to do so.
- In case of **consortia**, the consortium agreement or a duly signed and dated consortium statement by each of the consortium members specifying the company or person heading the project and authorised to submit a tender on behalf of the consortium.

Envelope B – Technical proposal

One signed original and 3 (three) photocopies of the technical proposal providing all information requested in point 4.2.

² in case of consortia, only **one** Financial Identification Form for the whole consortium shall be submitted, nominating the bank account into which payments are to be made under the contract in the event that the respective tender is successful

Envelope C – Financial proposal

One signed original of the financial proposal based on the format found in **Annex II**

- 1.6.2 The original tender must be marked “**ORIGINAL**”, and the copies signed in the same way as the original and marked “**COPY**”.
- 1.6.3 Tenders should be drafted in one of the official languages of the European Union, **preferably** English. Requested documents not available in English should be accompanied by an English courtesy translation. The contract shall be entered into in English.

It is extremely important that tenders be presented in the correct format and include all documents necessary to enable the evaluation committee to assess them. Failure to respect these requirements will constitute a formal error and may result in the rejection of the tender.

1.7 Period during which the tenders are binding

Period of validity of the tenders, during which tenderers may not modify the terms of their tenders in any respect is 120 days after the deadline for the submission of tenders. In exceptional cases, before the period of validity expires, the EDA may ask tenderers to extend the period for a specific number of days, which may not exceed 40.

The selected tenderer must maintain its tender for a further 60 days from the date of notification that his tender has been recommended for the award of the contract. The further period of 60 days is added to the validity period irrespective of the date of notification.

1.8 Contacts between the EDA and tenderers

Contacts between the EDA and tenderers are prohibited throughout the procedure save in exceptional circumstances and under the following conditions only:

A. Before the final date for submission of tenders:

- At the request of the tenderer, the EDA may provide additional information solely for the purpose of clarifying the nature of the contract. Any request for additional information must be made in writing by **e-mail** at procurement@eda.europa.eu or at the **Fax No.: +32 (0)2 504 29 75** and should indicate the reference number and the title of the tender.
- Requests for additional information received after the deadline for request of clarifications from the EDA as specified in point 1.2 – *Timetable* will not be processed.

- The EDA may, on its own initiative, inform interested parties of any error, inaccuracy, omission or any other clerical error in the text of the call for tender.
- Any additional information including that referred to above will be published on the EDA's website. Please ensure that you visit regularly the site for updates.

B. After the opening of tenders:

- If, after the tenders have been opened, some clarification is required in connection with a tender, or if obvious clerical errors in the submitted tender must be corrected, the EDA may contact the tenderer, although such contact may not lead to any alternation of the terms of the submitted tender.

1.9 Visits to EDA premises

No site visit/information meeting at EDA's premises is deemed necessary for this procedure.

1.10 Division into lots

This tender is not divided into lots. The tenderer must be in a position to be able to provide all the services requested.

1.11 Variants

In the absence of any such indication in the terms of reference your tender should not deviate from the services requested.

1.12 New services

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, the 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 party that was awarded this contract.

1.13 Security standards

In the general implementation of its activities and for the processing of tendering procedures in particular, the EDA observes the Council's security rules set out in Council Decision 2011/292/EU of 31 March 2011 on the security rules for protecting EU classified information.

1.14 Contract provisions

In drawing up your tender, you should bear in mind the provisions of the draft contract (see **Annex I** to the present tender specifications). In particular, the draft contract indicates the method and the conditions for payments to the contractor.

2 Terms of Reference

The Terms of Reference will become part of the contract that may be awarded as a result of the tender.

2.1 Introduction: Background of the invitation to tender

The EDA recently established the Project Team “Protection of Critical Infrastructure” as a successor of the formerly Project Team “Camp Protection”, which was dormant for a couple of years.

Critical Infrastructure is here used in the operational context for EU led crisis management operations and missions.

As Critical Infrastructures are seen all physical facilities or parts of it which are of major importance for the deployment, support and control of assets in EU led crisis management operations and missions. This includes deployed operational facilities (e.g. Camps, Forward Operating Bases; HQ/FHQ); logistics facilities when not part of deployed operational facility (support, medical, transport, maintenance); and all Reception Staging Onward Movement facilities (e.g. Air and Sea ports of embarkation).

The aspect of ‘Critical Information Infrastructure Protection’ is not be included since the cyber space is part of a separate work strand within EDA.

The highest priority within the Project team work is given to concept development since single national concepts exist but no harmonised multinational concept is in place. Especially smaller PMS are looking for assistance to be interoperable in missions abroad.

The clear focus is on the protection of Critical Infrastructures in CSDP missions and operations abroad. The aspect of civil-military coordinated activity needs to be taken into account. The study will therefor contribute with professional consultant support for concept development.

2.2 Description of the subject and scope of the contract

The subject of the contract is to support the concept development work strand of the PT POCI.

The study aims at reviewing existing military national concepts in a crisis management context as well as EU Policies to elaborate possible overlapping.

It will concentrate on the definition of Critical Infrastructure, the dimensions to be addressed, challenges and threats as well required civil-military interaction, where appropriate.

The result of the study will introduce a draft concept for the Protection of Critical Infrastructure in EU CSDP operations.

2.3 Outline of the services required

The study shall include at least the following Work Packages:

- **WP 100 Management of the Study**
 - Work break down structure
 - time and resource schedule

- risk management
- internal and external meeting schedule
- reporting and liaison to EDA
- controlling
- **WP 200 Analysis of Challenges and Threats**
 - Analysis of factors
 - Area of operations
 - Environment
 - Definition of Critical Infrastructures
 - Own infrastructure
 - Critical infrastructure in place in area of operations
- **WP 300 Analysis of national approaches, EU Civil Policies in the homeland and in CSDP engagements**
 - Analysis of existing national concepts
 - Analysis of existing EU Policies for homeland security
 - Definitions
 - Guidance
 - Potential overlapping
- **WP 400 Definition of needs**
 - Key requirements
- **WP 500 Work shop**
 - Discussion about the analysis results and key requirements with pMS representatives who have expertise in the area of Force Protection and Protection of Critical Infrastructure
 - An appropriate venue shall be proposed
- **WP 600 Overview of key findings and civil-military synergies**
 - Harmonised draft definition
 - Harmonised key requirements
 - Key Areas of common interest for the military and civilian communities
 - Damage avoidance aspects
 - Recommendations

The results of the study will be:

- Proposal for harmonised definition of “Critical Infrastructure” for missions abroad;
- Overview of key findings to protect own infrastructure;
- Overview of required action to avoid unnecessary collateral damage at critical infrastructure in the area of operations;

and will inform a draft concept regarding Protection of Critical Infrastructure.

2.4 Management and Contractual Deliverables

2.4.1 Management

The Contractor shall appoint a **Contract Manager** who will be the single point of contact with the EDA and will be responsible for the execution of the study. The **Contract Manager** shall ensure the overall management of the study and an appropriate reporting all along the study execution, including:

- Coordination with EDA and its representatives;
- Preparation of reports/deliverables, meetings and high-level presentations;
- Management of external sources of information.

Dates to be proposed by the tenderer for the meetings/workshops and deliverables shall be expressed in terms of:

- To (date of the kick-off meeting) + [x] months.
- The timelines indicated by the EDA are indicative and can be revised as appropriate to fit the project proposed approach.

2.4.2 Meetings

All meetings, workshops or equivalent listed below will be contractual deliverables. The contractor will prepare the work required regarding the content of the event (i.e presentations, working papers, brochures etc.).

After each meeting, the contractor will produce and dispatch the meeting minutes, the list of attendees and the action items. All aforementioned documents will be contractual deliverables. During meetings, deliverables, results or findings will be summarised using slide presentations. Exact dates and agendas are to be mutually agreed between the Agency and the Contractor prior to the meetings/workshops.

Deliverable	Content	Delivery Date
Kick-Off Meeting (1/2 day meeting)	Presentation of the Contractor's approach: management plan and methodology to be followed	T0
Progress Meeting 1 (1/2 day meeting)	Presentation of the progress of the different Work Packages	T0+2,5 months
Work shop	Discussion with interlocutors about WP 200 and 300	Pending proposal by potential contractor
Final Meeting (1/2 day meeting)	Presentation of the Work carried out in all Work Packages	T0+6 months

2.4.3 Management Plan

An initial Management Plan will be provided along with the tender for evaluation.

The Management Plan will:

- Provide the approach and the methodology to run the study and propose any potential relevant modification in the logic of the study to improve its results;
- Present the work break down structure proposed and its compliance level with the functional and technical specification;
- Explain the organisation, methods and means intended to be used in the study;
- Provide a GANTT chart with logical dependencies for the production of the project;

- Provide an analysis of the structure and the preparation/organisation of the planned meetings/workshops during the study which will safeguard the quality of the expected results;
- Provide detailed risk management;.
- Explain the reporting structure and tools offered (for the reports and intermediate periods between the reports: beginning of the project, core effort, and ending of the project): work progress, achievements, remaining work and expected remaining spending, risks and difficulties, ways to reduce and manage risk levels and report on corresponding actions, updates proposed to the project structure and schedule, etc.;
- Explain the monitoring structure proposed to ensure a proper information flow internally and appropriate decisions and outputs in due time, including interaction with EDA and its representatives for work orientation matters; and
- Explain the interaction required with EDA, pMS and its representatives during the entire project performance.

The Management Plan will be finalised and delivered by the contractor one week after the kick off meeting, having endorsed all issues/comments raised by the Agency during the kick-of meeting. The EDA will be entitled to ask for clarification of the elements and parameters and the contractor will provide such clarification in writing and/or verbally.

The Management Plan will be updated also as required by the Agency during the duration of the study.

The contractor bears the responsibility in all phases of the implementation of the Management Plan to report, in writing, to the Agency (regular mail and e-mail to the EDA project officer) in an appropriate time, any possible technical or managerial problems or obstacles (i.e delay of possible pMS responses needed) that may affect their capability to deliver the study deliverables according to the terms of the contract together with a plan to overcome these.

2.4.4 Consultation Plan

An explanation of how the contractor intends to identify access and exploit sources of information relating to the study objectives and how pMS or other stakeholders, institutions, organisations etc. will be consulted will be provided. This plan will be provided for evaluation along with the Management Plan and be updated as necessary. It will be delivered in its final form with the final Management Plan.

2.4.5 Summary of Deliverables

Deliverables are listed in the table below, T0 being the date of the kick-off meeting:

Deliverable	Content	Delivery Date
Progress Report 1	Progress Report on the different Work Packages	T0+2 months
Workshop Report	Report on key findings and minutes of the meeting	14 days after WS
Draft Final Report	Full Draft Report of the Work carried out	T0+5,5 month
Final Report	Full Report of the Work carried out and key findings to inform a draft concept	T0+6 months
Public Executive Summary	Identification of the key conclusions and recommendations of the study	T0+6 months

The reports and all deliverables shall be submitted to the EDA for approval. These are to be submitted to the EDA Project Officer identified in the contract who is responsible for approving them.

The EDA will be entitled to ask for clarification of the elements and conclusions of the study and the contractor must provide such clarification in writing within two weeks. This revision procedure can be repeated as long as the final contents are not consistent with EDA expectations. Acceptance certificate will be issued only after approval of EDA deliverables. Clarification that is sought and provided is to be incorporated into the final report.

All documentation shall be provided in English.

The reports/deliverables are to be delivered electronically to the EDA Project Officer who is responsible for approving them. Once all deliverables are approved by the EDA, all presentations and reports shall be delivered on CD-ROM in 30 copies, and in 5 paper copies.

2.5 Specific Security Issues

This study shall be unclassified but limited in distribution as “EDA – FOR GOVERNMENTAL USE ONLY”.

2.6 Volume of the contract

The maximum contract value is **100,000.00 EUR** (VAT excluded).

2.7 Duration of the contract

Estimated contract implementation period: **6 months**.

2.8 Place of delivery/execution

The Contractor shall execute the contract at its premises. Deliverables shall be delivered at EDA premises in Brussels, Belgium. All meetings and presentation shall normally be held at EDA premises, unless otherwise indicated in this document or agreed between the two parties.

2.9 Terms of Payment

Pre-financing

No pre-financing payment will be made for the implementation of the ensuing service contract.

Interim Payment

No interim payment is foreseen.

Payment of the Balance

Under the conditions set out in the draft contract annexed hereto, payment of the total amount shall be made following delivery and acceptance of the final Report.

2.10 Variant solutions

Not applicable.

3 Exclusion and selection criteria

3.1 Exclusion criteria

Participation to this tender is only open to tenderers who are not in one of the situations listed below:

- a) bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) have been convicted of an offence concerning their professional conduct by a judgement which has the force of res judicata;
- c) have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- d) have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the

contracting authority or those of the country where the contract is to be performed;

- e) have been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the Communities' financial interests;
- f) following another procurement procedure or grant award procedure financed by the Community budget, they have been declared to be in a serious breach of contract for failure to comply with their contractual obligations.

In addition to the above, contracts may not be awarded to tenderers who, during the procurement procedure:

- are subject to a conflict of interest;
- 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.

Means of proof required

Tenderers, **including all consortium members and all sub-contractors where applicable**, shall provide a declaration on their honour (see model in **Annex IV**), duly signed and dated, stating that they are not in one of the situations referred to above.

Nota bene:

The tenderer to whom the contract is to be awarded shall provide, within 15 days following notification of award and preceding the signature of the contract, the following documentary proofs to confirm the declaration referred to above:

- For points a), b) and e) 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.
- For point d) a recent certificate issued by the competent authority of the State concerned.

Where the document or certificate referred to above is not issued in the country concerned, 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.

3.2 Selection criteria

The tenderers must submit evidence of their legal, economic, financial, technical and professional capacity to perform the contract.

3.2.1 Legal capacity

Requirement

The tenderers, **including all consortium members and all sub-contractors where applicable**, are asked to prove that they are authorised to perform the contract under their national law as evidenced by inclusion in a trade or professional register, or a sworn declaration or certificate, membership of a specific organisation, express authorisation or entry in the VAT register.

Evidence required

Each tenderer, **including every consortium member and every sub-contractor where applicable**, shall provide a duly filled in and signed **Legal Entity Form** (see **Annex V**) accompanied by the documents requested therein.

3.2.2 Economic & Financial capacity

Requirement

The tenderer, including every consortium member and every sub-contractor (where applicable), must be in a stable financial position and have the economic and financial capacity to perform the contract.

Evidence required

The tenderer which according to the law of the country in which it is established is required to publish the balance sheet shall complete and include in the offer a financial statement form as in **Annex VIII** to these tender specifications. Please observe the following aspects in completing this financial statement:

1. It should be certified by means of a signature of the chief accounting officer of tendering organization.
2. EDA has the right during the tendering process and before awarding the contract to request further evidence on the tenderer's compliance with the economic & financial capacity requirement, in which case balance sheets and profit & loss accounts for the past financial years may be requested.
3. In the case of a consortium submitting an offer, or in case of subcontracting, the financial statement as is **Annex VIII** should be included in the offer for all consortium partners and subcontractors.
4. In the case of a physical person the financial statement as in **Annex VIII** should be included in the offer for where only the lines 16 and 17 need to be filled in and the financial statement can be signed by the physical person only.

3.2.3 Technical and professional capacity

Requirement(s)

To successfully conduct the study the tenderer:

- Shall demonstrate the necessary know-how, experience and reliability to perform the contract with particular reference to:
 - expertise and understanding of the threats, procedures, training requirements and methods related to Protection of Critical Infrastructure and Force Protection.
 - Good operational understanding of challenges and threats in CSDP.
 - Expertise in understanding the requirement for modelling & simulation of threats and environments as well as the technical and cognitive risks
- Shall demonstrate experience in productively interacting with military organisations.
- Shall propose a team of experts with the following profile:
 - Knowledgeable in protection of critical infrastructure
 - Project Management Experience
 - Analytical and conception skills
 - Proficiency in the English language (oral and written skills)
- Shall have the capacity to coordinate the team of experts who will carry out the study.
- Shall have accessibility to sources of information across Europe and in EU entities without dependence on surveys and inputs from MoD's.

Evidence required

The following documents or information must be presented as evidence of compliance with the technical and professional criteria:

- A list of at least 3 principal services (contracts, studies) corresponding in terms of scope and complexity to the services of the present call for tenders provided in the past five years;
- Structure of the company organisation;
- CVs of persons nominated to conduct the study detailing current and operational and/or scientific experience in the above related field, using the model proposed in Annex III;
- Any other evidence that the tenderer may present in support of his complying with the above mentioned criteria, for example a list of supporting documents that the tenderer deems appropriate for the conduct of the contract (e.g. EU/NATO Concepts, NATO Directives, STANAGs etc.).

The technical and professional capacity will be assessed in relation to the combined capacities of all the Consortium members [leader and member(s)] and the subcontractor(s), if any, as a whole.

The above mentioned technical and professional capacity shall be demonstrated by tenderers within maximum of 10 pages

4 Award of the contract

Only the tenders meeting the requirements of the exclusion and selection criteria will be evaluated in terms of quality and price.

The contract shall be awarded to the tenderer submitting the tender offering the best-value-for-money (best quality-price ratio).

4.1 Technical evaluation

The quality of each technical offer will be evaluated in accordance with the award criteria and the associated weighting as detailed in the evaluation grid below.

No.	Quality Criteria		Max. points
1	Quality & suitability of the technical proposal with the stated requirements	<ul style="list-style-type: none"> -Identification, full coverage and rationale of the important items and key issues. -Adequacy of the proposed Work Breakdown Structure. -Synthesis and interactions of the main Work Elements. -Selection of optimal approach/methodology to achieve stated goals. - Proposal of potential relevant modifications in the logic of the studies 	40
2	General Management & Methodology	<ul style="list-style-type: none"> - Compliance of the Project Management Plan with the subject, scope and services required for the study. -Management of the internal resources and Project Team members. -Communication strategy, including reporting, progress meetings -Coordination with EDA. -Risk management tools for capturing technical, financial and planning risks. 	30
3	Work Organisation	<ul style="list-style-type: none"> -Internal structure/organisation of the team (roles, responsibilities and interactions) in charge for the study, support from the contractor (or companies in case of consortium) balance of the team (i.e multinational, different relevant professional origin). - Division of labour between the team members (leader, experts, etc.) and the proportion of time each will dedicate to the study, review cycles of the output, quality reviews of the deliverables. -In case of a consortium the time share between consortium entities should also be provided. -Description of key contributions from sub-contracting arrangements foreseen (if applicable). 	20
4	Information handling	<ul style="list-style-type: none"> -A plan on how the tenderer intends to identify and exploit sources of information (internally and externally) related to the study. -Sources that will be used in the project. -Use of background information and management of external information resources. 	10
	TOTAL		100

Interviews

The Evaluation Committee does not expect to conduct any interviews.

4.2 Technical proposal

The Tenderers shall present evidence that they are capable to deliver a high quality study and deliverables. Tenderers shall also include in their tender all detailed information and documentation (incl. technical data, catalogues etc.) to allow the Evaluation Committee to assess all the quality criteria mentioned above. The Evaluation Committee reserves the right not to attribute points when insufficient evidence is provided.

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

- a) Executive summary of the tender
- b) Statement of Work
- c) Project Management Plan including project schedule
- d) Consultation Plan
- e) A description of key roles and responsibilities of the key experts involved (whose CVs are required under section 3.2.3)
- f) Indicate clearly all consortium members/sub-contractors (where applicable) and their specific roles & responsibilities/proportion of work.
- g) All additional documentation deemed necessary from the tenderer's perspective in order to assess the criteria established in 4.1.

4.3 Technical quality threshold

Only tenders scoring 70 points or more (of a maximum of 100) points against the technical award criteria will have their financial proposal evaluated.

4.4 Financial evaluation

The evaluation will be made on the basis of the price offered in the model financial offer (Annex II) and based on the following formula:

Financial Score for "offer X" = (cheapest bid price received/price of "offer X") * 100

Where a maximum budget is mentioned in these tender specifications, any tenderer submitting a financial proposal exceeding this budget will be rejected.

4.5 Financial proposal

- The financial proposal should be presented in the format found in **Annex II**.

- Prices must be quoted in **EURO** and include all expenses necessary to perform the contract.
- The price quoted is fixed and is subject to **NO revision**.
- Prices must be quoted free of all duties, taxes and other charges (including VAT) as the EDA is exempt from such charges under Article 3 of the Protocol on the Privileges and Immunities of the European Union.
- Costs incurred in preparing and submitting tenders are borne by the tenderer and shall not be reimbursed.

4.6 Choice of the selected tender

The most economically advantageous tender is established by weighing technical quality against price on an **80/20** basis.

The consolidated score for each candidate shall be calculated as follows:

Consolidated score= Technical Score*0,8+Financial Score*0,2

ANNEX I - DRAFT CONTRACT

ANNEX II - MODEL FINANCIAL OFFER

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

Financial proposals exceeding the amount indicated in Section 2.6 shall be excluded outright.

Name of Tenderer:	
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TOTAL COST OF ASSIGNMENT, INCLUDING ALL ASSOCIATED EXPENSES AND EXCLUDING VAT :	€
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Name: (of the Tenderer or authorised representative)	Signature:	Date:
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ANNEX III - CURRICULUM VITAE

To be downloaded from the following URL address:

<http://europass.cedefop.europa.eu/en/documents/curriculum-vitae/templates-instructions>

ANNEX IV - DECLARATION ON EXCLUSION CRITERIA

(To be completed and signed by each Consortium member and by each Sub-contractor, where applicable)

The undersigned:

Name of the individual/company/organisation:

Legal address:

Registration number/ID Card No.:

VAT number:

Declares on oath that the individual/company/organisation mentioned above is not in any of the situations mentioned below:

- a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) they have been convicted of an offence concerning their professional conduct by a judgement which has the force of *res judicata*;
- c) they have been guilty of grave professional misconduct proven by any means which the EDA can justify;
- d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- e) they have been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- f) following another procurement procedure or grant award procedure financed by the European Union or the Agency's general budget, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.
- g) they are subject to a conflict of interest;
- h) they 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

Full name:

Date & Signature:

ANNEX V - LEGAL ENTITY FORM

To be downloaded from the following URL address:

http://ec.europa.eu/budget/info_contract/legal_entities_en.htm

ANNEX VI - FINANCIAL IDENTIFICATION FORM

To be downloaded from the following URL address:

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

ANNEX VII - TENDER SUBMISSION FORM

13.CAP.OP.710

“Protection of Critical Infrastructure (POCI)- Support to Concept Development Study”

One signed original of this tender submission form must be supplied.

1. SUBMITTED by (i.e. the identity of the Tenderer)

	Name(s) of legal entity or entities submitting this tender	Nationality³
Leader		
Member 2		
Etc ... ⁴		

2. SUBCONTRACTORS (if applicable)

	Name(s) of the legal entity or entities identified as sub-contractor(s)	Nationality
Sub-contractor 1		
Etc ... ⁵		

³ Country in which the legal entity is registered

⁴ If this tender is being submitted by an individual legal entity, the name of the legal entity should be entered as “Leader” (and all other lines should be deleted)

⁵ Add / delete additional lines for sub-contractors as appropriate

3. CONTACT PERSON for this tender (to act as focal point for all communication which may take place between the EDA and the Tenderer)

Name and position	
Organisation	
Address	
Telephone	
Fax	
e-mail	

4. STATEMENT

I, the undersigned, being the authorised signatory of the above Tenderer (including all consortium members, in the case of a consortium), hereby declare that we have examined and accept without reserve or restriction the entire contents of the tender specifications for the tender procedure referred to above.

We are fully aware that, in the case of a consortium, the composition of the consortium cannot be modified in the course of the tender procedure except with the prior written authorisation of the EDA. We are also aware that the consortium members would have joint and several liability towards the EDA concerning participation in both the above procedure and any contract awarded to us as a result of it.

Our tender is subject to acceptance within the validity period stipulated in point 1.7 of the Tender Specifications and is made up of the following documents:

ENVELOPE A - ADMINISTRATIVE DATA:	
▪ This Tender Submission Form	<input type="checkbox"/>
▪ The duly filled in, signed and dated Exclusion Criteria Declaration(s) by every legal entity identified under point 1 and point 2 of this Tender Submission Form	<input type="checkbox"/>
▪ The duly filled in, signed and dated Legal Entity Form (<i>using the standard template referred to in Annex V to the Tender Specifications</i>) and the supporting documents requested therein, by every legal entity identified under point 1 and point 2 of this tender submission form	<input type="checkbox"/>
▪ The duly filled in, signed and dated Financial Identification Form (<i>using the standard template in Annex VI to the Tender Specifications</i>) to nominate the bank account into which payments would be made in the event that our tender is successful	<input type="checkbox"/>
▪ Documents proving the economic and financial status (as requested in point 3.2.2 of the Tender Specifications) of every legal entity identified under point 1 and point 2 of this tender submission form	<input type="checkbox"/>
▪ Documents proving our technical and professional capacity (as requested in point 3.2.3 of the Tender Specifications) - One signed original and 3 (three) photocopies	<input type="checkbox"/>
▪ Duly authorised signature , i.e. an official document (<i>statutes, power of attorney, notary statement, etc.</i>) proving that the person who signs on behalf of the Tenderer is duly authorised to do so	<input type="checkbox"/>
▪ Our consortium agreement/ duly signed and dated consortium statement by each of the consortium members specifying the company or person heading the project and authorised to submit a tender on behalf of the, as requested in point 1.4 of the tender specifications	<input type="checkbox"/>
ENVELOPE B - TECHNICAL PROPOSAL (one signed original and three photocopies and providing all information requested in point 4.2 of these specifications).	<input type="checkbox"/>
ENVELOPE C - FINANCIAL PROPOSAL (one signed original, three photocopies using the template in Annex II), which is submitted in a separate, sealed envelope.	<input type="checkbox"/>

Signed on behalf of the Tenderer

Name	
Signature	
Date	

**ANNEX VIII- INFORMATION ON FINANCIAL CAPACITY OF THE TENDER
13.CAP.OP.710
“Protection of Critical Infrastructure (POCI)- Support to Concept
Development Study”**

One signed original of this tender submission form must be supplied.

Information on financial capacity of the tenderer			
When analyzing the submitted simplified financial statements, in the case of doubt and before excluding the company on the sole basis of financial incapacity, EDA will request from the tenderer further information, e.g. complete official financial statements or provisional financial statement at half year.			
The numbers in the below cells must be indicated in ABSOLUTE VALUES (i.e. as full amounts and not in thousands or similar) and in EUROS .			
The <u>exchange rate</u> to be used for the conversion of the amounts should be the monthly accounting rate of the last month of the financial year as published in the Official Journal of the European Union. http://ec.europa.eu/budget/infocoreuro/index.cfm?fuseaction=home&Language=en			
Tenderer name:			
Begin and end of the financial year (eg: 1/1/n - 31/12/n):			
Asset	2012	2011	2010
Long term assets (assets convertible in cash in > than 1 year)	€ 0	€ 0	€ 0
Short term assets (current assets convertible in cash in =< than 1 year)	€ 0	€ 0	€ 0
Total assets (TOTAL ASSETS SHOULD EQUAL TOTAL LIABILITIES)	€ 0	€ 0	€ 0
Liabilities	2012	2011	2010
Own capital (Equity)	€ 0	€ 0	€ 0
Long term debts (to be repaid in > than 1 year)	€ 0	€ 0	€ 0
Short term debts (to be repaid in =< than 1 year)	€ 0	€ 0	€ 0
Total liabilities (TOTAL LIABILITIES SHOULD EQUAL TOTAL ASSETS)	€ 0	€ 0	€ 0
Profit and loss account data	2012	2011	2010
Turnover (sales revenue realized from the day-to-day operations of the entity)	€ 0	€ 0	€ 0
Turnover in the filed of the call for tenders	€ 0	€ 0	€ 0
Depreciation & amortisation	€ 0	€ 0	€ 0
EBITDA (Earnings before interest, taxes, amortisation, depreciation)	€ 0	€ 0	€ 0
Net profit (Earnings after interest, taxes, amortisation, depreciation)	€ 0	€ 0	€ 0
Main indicators	2012	2011	2010
Operational profit margin (EBITDA/turnover)			
Return on Equity: Rentability of own capital (net profit/own capital)			
Net working capital (current assets - current liabilities)			
Current ratio (current assets/current liabilities)			
Debt ratio - indebtness (debts/total liabilities)			
Declaration by the Chief Accounting Officer of the tenderer:			
From my position of the Chief Accounting Officer of the tenderer,			
1. I confirm that the information presented in this simplified financial statement are correct and are taken from the official financial statements either finally approved, or from the preliminary financial statements in case these are not yet finally approved (applicable only to the last year statements).			
2. I confirm that I am aware that, in the case we are successful tenderer, EDA, before signing the contract, may ask and verify the official financial statements for the last 3 years.			
3. I confirm that I have been informed that, under the Procurement rules of the EDA (Council Decision No 2007/643/CFSP of 18 September 2007), tenderers found guilty of false declarations may be subject to administrative and financial penalties in accordance with the conditions laid down in that Decision. In particular, I am aware that the information from this simplified financial statement must be in compliance with the official financial statements which EDA may verify before signing the contract.			
Name of Chief Accounting Officer of the tenderer:			
Date:			
Signature:			