

CALL FOR TENDER

**Open procedure
No 15/CAT/OP/012**

TITLE

MAIEUTIC TOOL SESSIONS

TENDER SPECIFICATIONS

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Introduction to EDA

The European Defence Agency was established under a Joint Action of the Council of Ministers on 12 July, 2004, "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". On 12 July 2011, the Council adopted a Decision defining the statute, seat and operational rules of the European Defence Agency. This Council decision replaced the Council Joint Action.

The European Defence Agency, within the overall mission set out in the Joint Action, 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 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. TECHNICAL SPECIFICATIONS

1.1. REQUIREMENTS FOR THE SERVICES:

The provision of the services shall serve the purpose of enhancing “information sharing” or “consensus-building” during EDA meetings, from a knowledge-sharing perspective. Whereas EDA’s meetings give the chance to talk with and listen to other meeting participants, too often precious time is wasted by simply disseminating information in speeches, where few talk and many listen.

The provision of the services shall aim to increase the efficiency of meetings and to facilitate having more quickly convergent positions on a large scope (R&T, finance, technics, strategy,...), covering all EDA’s Directorates’ needs, either internal to EDA or with Member States.

The provision of the services shall be aimed at enhancing the ability to mix different competences (technical, operational, financial, economic, diplomatic, ...) from different cultures and experiences (engineers, military, civil, diplomats, nationality -, ...) as well as the ability to understand and share the same objective, and finally to build a shared position, given that this is one of the key factors of success in most of EU- projects or initiatives.

The services shall be provided using a support tool and applying a methodology that allow inter alia for:

- Traceability of ideas and comments exchanged during a meeting
- Capturing and reorganising reasoning schemes or answers of workshop participants
- Conducting table-top exercises/animation with IT support
- Collaborative work to create a document (specification, food for thought paper, policy, ...) or a matrix
- Assessment of ideas, against multiple criteria, with quotation and votes

Each session¹ shall be composed successively of:

- preparation of the session
- management of the session
- follow-up of the session

1.1.1. Session preparation

A preparation of the meeting will be held with the chairman² of the meeting approximately one week before the date of the meeting. All necessary inputs will be defined.

This very important step is to prepare the detailed agenda of the session, specifying the estimated flow of the various sequences. This fundamental work must serve as a frame for conducting the meeting.

Exchanges between the moderator³ and the chairman shall define: the issues and their sequence, the way to consolidate the responses made, the main scheme of analysis, the axes and mode of

¹ A session is to be understood as a project or a workshop for which the incumbent services are provided.

² The chairman” is the EDA project officer responsible of the project or the workshop.

³ The moderator is the contractor’s expert who will be dedicated to the project and who will animate the session

prioritization of ideas, profiles of participants in each session, the equipment to use and the detailed agenda.

To define the way to manage the meeting, the moderator shall take advantage of the collaborative working methods that can be implemented with the tools available, as described hereafter. At the end of this theoretical preparation, some test cases shall be conducted immediately to validate the process proposed by the moderator. During these preparatory meetings EDA will provide a room equipped with a beamer. Any other necessary resources are the responsibility of the contractor (computer, software, etc.). The preparatory meeting must clarify the responsibilities for launching the invitations to the participants of the session, and any documents to be prepared and/or provided as input to the meeting.

The report is established during this pre-meeting and must be nominally submitted to the chairman immediately after. If requested, a corrected version shall be provided by mail at the latest the day after.

After preparation and before the sessions, the moderator has to configure the software tools that (s)he will use for the animation of the session.

The preparatory meetings do not, on average, exceed one half-day and will generally take place in EDA/Brussels.

1.1.2. Session animation and management

These sessions shall cater for the participation of approximately 8 to 16 persons (excluding moderator and Chairman) at EDA's premises in Brussels or exceptionally in another EU capital.

The meeting room has to be equipped as needed with the contractor's tools before the meeting by the contractor, in less than 1 hour.

For the management of these sessions, the moderator must implement the method of the planned collaborative work and the associated software tools. The moderator shall maintain it for the calendar requirements set out in the preparatory meeting.

In any case, if needed, the moderator shall be able to adapt/modify promptly the implementation of the session, at the request of the chairman.

The moderator shall be able to lead sessions in English, with EDA-sensitive data up to and including the level "UE RESTREINT/EU-RESTRICTED". The Contractor shall be responsible that the moderator fulfils his obligation of non-disclosure of any information exchanged in the framework of the sessions.

1.1.3. Session follow-up

At the end of each session, the moderator shall provide a draft report summarizing the working day. A final version will be submitted not later than 24 hours after the latter. It will be in English, in electronic format (Word and/or Excel) and will contain as a minimum, in a structured way all data exchanged during the meeting and the participants list. A "HTML version" of the exercise, containing the report, the participants, the executive summary and all others associated documents presented during the meeting, may also be requested.

Where several sessions of different kinds are necessary for conducting a project, the contractor shall provide a thematic summary document that gathers the salient points of the sessions concerned.

At the end of each session, a questionnaire shall be distributed to the participants by the contractor. This questionnaire shall help to assess the level of performance of the method and tool proposed.

The specific equipment of the contractor has to be removed from the meeting room promptly at the end of the session.

1.2. REQUIREMENTS FOR THE RESOURCES

1.2.1. *IT resources*

The IT tool shall be suitable for use by every EDA directorate for internal or external projects and even for strategic decision-making at the level of the Agency Management Board (AMB). The tool shall serve to quickly build roadmaps, to prepare strategic decision, to prioritize actions, to create consensus between shareholders at the beginning of a project, to build a common and really shared point of view on every subject, to support the drafting of initial technical specifications for projects to be launched.

The tool shall be able to be operated without any connection to Internet.

The tool shall be able to be installed/dismantled in a meeting room in less than 1 hour by 1 person.

In case of incident during the use, all the work done by the participants until this moment shall be recoverable and made available.

The hardware equipment shall meet the following requirements:

- A laptop or similar for the moderator
- A laptop or similar for the chairman
- Laptops or similar for up to 16 participants
- A colour printer
- A projector/beamer
- A network to connect all equipment (WIFI not accepted)
- Electrical devices (extension cables, multi-sockets, etc.)
- All other specific devices adapted to the methodology

The software equipment shall meet the following requirements:

- Interface in English,
- 100% reliability (considering participants data recording) even if technical failure of the Operating System happens during the session.
- User friendly: no need for specific learning/training
- Real time exchange and ability to include ideas from group oral debates
- Minimum functionalities:
- Brainstorming (open, stimulated, oriented, ...)
- Grouping/assessment of ideas (random, forced in predefined stow pipe, ...)

- Quotation, evaluation, Votes (Yes/no, scale, ...)
- Agenda management
- Visual display of the results
- Ability to include in the meeting 1 to 3 participants working from a remote location, subject to conformity with security requirements
- Not requiring support of internet (except, if necessary, to integrate in real time remote location)
- Ability to display all documents in .pdf or Microsoft Office format or compatible formats
- Ability to modify/reprogram in real time the course of the initial planning or the contents of the questions/parameters/participants....

1.2.2. Human resources

The contractor shall provide “a moderator”, who manages the tool, captures expressed ideas and their treatments, as well as the timeframe.

In order to effectively manage sessions, the moderator shall have demonstrated experience in:

- EU working environment
- EU defence vocabulary
- Armament, armed forces, military capability, Defence Programs
- Strategic analysis methodology, Lessons identified & learned,
- Change management, creativity, innovation, complex problem-solving methodology
- Chairing and moderating multinational groups
- Using the proposed tool in high level meetings
- Preparing and managing sessions in English
- Brainstorming and the application of the maieutic methodology.

The contractor shall ensure the availability of at least 2 moderators meeting the above-mentioned requirements throughout the duration of the framework contract.

The Contractor shall be able to ensure the availability of a moderator for a specific assignment with a minimum advance notice of 1 month.

2. CONTRACTUAL CONDITIONS

2.1. NATURE OF THE CONTRACT

The contract to be awarded is a framework contract for the provision of services with a single contractor. 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 Framework contract shall enter into force on the date on which it is signed by the last contracting party and shall have a period of validity of 48 months

It is expected to be signed in May 2015.

The execution of the tasks may not start before the framework contract has been signed, as well as the relevant order form(s). The period of execution of the tasks may be extended, only with the written agreement of the contracting parties, before the end of the period originally stated in the contract.

2.3. MAXIMUM VALUE OF THE FRAMEWORK CONTRACT

The maximum value of the framework contract is 400 000 EUR. The estimated indicative number of sessions for which services are foreseen to be ordered under the framework contract is 40.

The maximum value of the framework contract may be increased by up to 50 % of the amount of the initial contract, for new services consisting in the repetition of similar services entrusted to the economic operator awarded the initial contract by the Agency, during the three years following conclusion of the initial contract, 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.

2.4. TERMS OF PAYMENT

Services for sessions shall be ordered through Order Forms.

Payments shall consist of a balance payment equal to 100% of the total amount of the Order Form under which the services are ordered.

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.

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 shall render directly applicable all relevant contractual obligations between EDA and the contractor.

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 paragraph 3.3, in particular article II.18 of the standard service contract by returning the form in annex 6.11, filled in and signed.

Tenderers shall inform the subcontractor(s) and include in their sub-contracting documents that Article II.18 of the standard framework service contract (Annex 6.7) may be applied to sub-contractors.

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

2.7. JOINT TENDERS

A joint tender is a situation where an 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.

3. Administrative information concerning the invitation to tender

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).

Grouping of firms shall nominate one party to be responsible for the receipt and processing of payments for members of the grouping, for managing the service administration, and for coordination. The documents required and listed in the present specifications shall be supplied by every member of the grouping, the checklist in annex 6.6 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.

The tender has to be signed by all members of the group. However, if the members of the group so desire they may grant an authorisation to one of the members of the grouping. In this case they should attach to the tender a power of attorney (see model in annex 6.2). 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 contract will have to be signed by all members of the group. If the members of the group so desire, they may grant authorisation to one of the members of the grouping by signing a power of attorney. The same model as above duly signed and returned together with the tender (see annex 6.2) is valid also for signature of the contract.

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. GUARANTEES

No guarantees are required.

3. ADMINISTRATIVE INFORMATION CONCERNING THE INVITATION TO TENDER

These specifications follow the publication of a contract notice in OJ S.

3.1. DATE AND PLACE OF OPENING OF THE TENDERS

Tenders will be opened on 31/03/2015 at 10:00 Brussels time, at the following location:

*European Defence Agency (EDA)
Contracting Unit
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.

3.2. CONTACT BETWEEN THE TENDERER AND EDA

Contacts between EDA and the tenderers may take place only in exceptional circumstances and under the following conditions only:

- Before the final date for submission of tenders:

* 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 EDA website at the following address:

<http://www.eda.europa.eu/procurement-gateway/opportunitites/eda-procurement>

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

The requests for additional information may be made by e-mail exclusively to the dedicated functional mailbox indicated below :

procurement@eda.europa.eu

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 EDA website as soon as possible and no later than six calendar days before 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 tender in order that

3. Administrative information concerning the invitation to tender

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 EDA website at the following address:

<http://www.eda.europa.eu/procurement-gateway/opportunities/eda-procurement>

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

- After the opening of tenders :

If clarification is requested or if obvious clerical errors in the tender need to be corrected, the contracting authority may contact the tenderer provided the terms of the tender are not modified as a result.

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

3.3. GENERAL TERMS AND CONDITIONS FOR THE SUBMISSION OF TENDERS

The present tender documents are drawn up in respect of the Financial Rules applicable to the European Defence Agency.

Participation in tendering procedures is open on equal terms to all natural and legal persons from one of the EU Member States and to all natural and legal persons in a third country which has a special agreement with the European Union in the field of public procurement on the conditions laid down in that agreement.

Operators in third countries which have signed a bilateral or multilateral agreement with the European Union in the field of public procurement shall be allowed to take part in the tendering procedure on the conditions laid down in this agreement. EDA refuses/tenders submitted by operators in third countries which have not signed such agreements for the present call for tenders.

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.

Once EDA has accepted the tender, it shall become the property of EDA and EDA shall treat it confidentially.

EDA shall not reimburse expenses incurred in preparing and submitting tenders.

The Protocol on the Privileges and Immunities or, where appropriate, the Vienna Convention of 24 April 1963 on Consular Relations shall apply to this invitation to tender.

Variants are not allowed.

3.4. NO OBLIGATION TO AWARD THE CONTRACT

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.

3.5. DATA PROTECTION

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 pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Union institutions and bodies and on the free movement of such data. 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 on 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.8 of the draft contract (See Annex 6.7).

Data of economic operators which are in one of the situations of exclusion referred to in Article 9 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, up on request to the accounting officer of EDA.

3.6. PROTECTION OF EU CLASSIFIED INFORMATION

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 RESTREINT UE/EU RESTRICTED. For details about the elements of contract to which security classification is assigned refer to the draft Contract, Annex 6.7, Appendix I.

4. FORM AND CONTENT OF THE TENDER

4.1. HOW TO SUBMIT A TENDER

Tenderers shall observe precisely the indications in points 1 and 2 of the invitation to tender in order to ensure their tenders are admissible.

Evidence of timely delivery by post or courier service will be constituted by the receipt signed and dated by EDA.

Late delivery will lead to the non-admissibility of the tender and its rejection from the award procedure for this contract. Tenders sent by e-mail or by fax will also be non-admissible. Envelopes found open at the opening session will also lead to non-admissibility of the tender. Consequently, tenderers shall ensure that their tenders are packed in such a way as to prevent any accidental opening during its mailing.

4.2. STRUCTURE 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, with continuous page numbering, and assembled in a coherent fashion (e.g. bound or stapled, etc.). Moreover, it is requested for tenders to be submitted in an environmentally friendly way, e.g., by choosing a simple and clear structure (list of contents and consecutive page numbering), double-sided printing, limiting attachments to what is required in the technical specifications (no additional material) and avoiding plastic folders or binders.
- Tenders shall be written in one of the official languages of the European Union. The contract (and its deliverables) will be executed in English language. Tenderers are invited to submit a copy of their technical proposal in English language.
- 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 Annex 6.6. 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.
- Prices shall be quoted in euros.
- Tenders shall be prepared, in triplicate, under double sealed cover.

The inner envelope should be addressed to the department indicated above in section 3.1 and marked "Call for tenders 15/CAT/OP.012" and "Not to be opened by the internal mail service". The inner envelope shall also include a USB key containing an electronic copy of the tender documents.

If self-adhesive envelopes are used, they shall be sealed with adhesive tape and the tenderer shall sign across the tape.

All tenders shall be presented in five sections:

Section one: Administrative information

Section two: The exclusion criteria form

Section three: Evidence relating to the selection criteria

Section four: Technical Proposal – Addressing technical specifications and award criteria

Section five: Financial Proposal

4.2.1. Section One of the tender: Administrative information

Tenderers may choose between presenting a joint tender (see 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 (see 2.6 and 2.7).

a) To identify himself the tenderer shall fill in a Legal Entity Form and a Financial Identification Form:

- The Legal Entity Form is to be signed by a representative of the tenderer authorised to sign contracts with third parties.
- The form is available for individuals, private entities and public entities 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.
- The Financial identification form shall be duly filled in and signed by an authorised representative of the tenderer and his or her banker. A specific form for each official language is available at the following Internet address:

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

4. Form and content of the tender

b) The tender shall include a statement confirming the validity of the tender (preferably in blue ink) signed by the authorised representative.

c) The tender shall indicate the name of a contact person in relation to the submission of the tender.

- ! *All tenderers, as part of a consortium or a joint tender if applicable, shall provide their legal entity files as well as the necessary evidence. Only subcontractors are requested to provide solely the legal entity file without evidence.*
- ! *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 form, on condition they indicate in their tender the references of the procurement procedure for which this evidence was already provided.*
- ! *In case of a joint tender or a tender presenting subcontracting, only the co-ordinator is obliged to return the financial identification form.*

4.2.2. Section Two of the tender: The Exclusion Criteria Form

Tenderers or their representatives shall provide a declaration on their honour, 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 form in Annex 6.3 to these specifications.

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.

4.2.3. Section Three of the tender: Evidence relating to the selection criteria

Tenderers shall provide proof of their economic and financial capacity by submitting the documents stated under paragraph 5.2.2 below.

They shall equally provide proof of their professional and technical capacity by submitting the documents required under paragraph 5.2.3 below.

4.2.4. Section Four of the tender: Technical proposal

Tenderers shall include in their tenders the technical proposal addressing all aspects detailed in the technical specifications set out in section 1.

The technical proposal shall respond to these technical specifications and provide, as a minimum, all the information needed for the purpose of awarding the contract.

Due consideration should be given to the award criteria and method as stipulated under section 5.3 in this document.

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.

The technical specifications and the tenderer's tender shall be integral parts of the contract and will constitute annexes to the contract.

4.2.5. Section Five of the tender: Financial proposal

Tenderers shall use the model financial proposal form (see Annex 6.5) to formulate their financial proposal.

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

- Prices shall be expressed in euros.
- Prices should be quoted free of all duties, taxes and other charges, i.e. also free of VAT. The European Union Institutions are exempt from such charges in the EU under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union of 8 April 1965 (OJ 152 of 13 July 1967). Exemption is granted to EDA by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption.

For those countries where national legislation provides an exemption by means of a reimbursement, the amount of VAT is to be shown separately. In case of doubt about the applicable VAT system, it is the tenderer's responsibility to contact national authorities to clarify the way in which the European Union is exempt from VAT.

- Prices shall not be conditional and be directly applicable by following the technical specifications.
- Prices shall be fixed and not subject to revision.
- The price to be quoted and upon which the financial proposal will be assessed, shall be the price corresponding to the provision of services for a session to be held in EDA offices in Brussels, or exceptionally in another EU capital. 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 price quoted will be the reference price for all sessions organised, irrespective of the location which may be within EDA offices in Brussels or very exceptionally in another EU capital.
- The reference price for the award of the contract shall consist of the unit price quoted per session. Tenders quoting a unit price above 10 000 EUR shall be rejected.

4. Form and content of the tender

- ! EDA will reject tenders where no technical proposals or financial proposals are proposed.
- ! Non-conformity with the technical specifications in section 1. will also result in rejection from award.
- ! 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 3.3.

5. ASSESSMENT AND AWARD OF CONTRACT

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 three 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 (exclusion criteria), whether tenderers can take part in the tendering procedure and, where applicable, be awarded the contract;
- to check, in the second stage (selection criteria), the technical and professional capacity and economic and financial 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.

5.1. STAGE 1 – APPLICATION OF EXCLUSION CRITERIA AND EXCLUSION OF TENDERERS

5.1.1. Declaration

As mentioned above under paragraph 4.2.2, tenderers or their representatives shall provide the form in Annex 6.3 duly signed and dated in which they declare:

- not to be in one or more of the situations of exclusion referred to in Article 9 of the EDA Procurement Rules and detailed in the form;
- to 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.

5.1.2. Grounds for disqualification

In accordance with the 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 standard form in annex 6.3.

If a tenderer is a legal person, criterion b) and criterion e) specified in the standard form in annex 6.3 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.

5.1.3. Evidence

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 referred to in paragraph 5.1.1:

- 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 of the 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 the 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 the 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.

You may refer to the e-Certis web-site listing the certificates available in EU Member States:

<http://ec.europa.eu/markt/ecertis/login.do>

5.1.4. Administrative and financial penalties

By returning the form in annex 6.3, 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 provided for in 5.1.2 above 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.

5.2. STAGE 2 - APPLICATION OF SELECTION CRITERIA (SELECTION OF TENDERERS)

This part of the tender concerns the criteria and evidence relating to the technical and professional capacity and economic and financial capacity of the service provider(s) involved in the tender. It should also contain any other document that the tenderer(s) wish(es) to include by way of clarification.

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 shall have the professional and technical capacity to perform the tasks assigned to them in the tender and the necessary economic and financial capacity.

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.

5.2.1. Selection criteria

<u>SELECTION CRITERIA</u>	
1. ECONOMIC AND FINANCIAL CAPACITY	
1.1	<p>Sufficient economic and financial capacity to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract.</p> <p><u>Minimum standard:</u></p> <p>Minimum average annual turnover of 50 000 EUR during the past three financial years</p>
2. TECHNICAL AND PROFESSIONAL CAPACITY	
2.1	<p>Sufficient technical capacity with regard to the required IT resources to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract,</p> <p><u>Minimum standard:</u></p> <p>Minimum of two contracts with different organisations for providing services using a maieutic tool similar to the one required in section 1.2.1 of the tender specifications during the past year</p>
2.2	<p>Sufficient professional capacity with regard to the required human resources to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract,</p> <p><u>Minimum standard:</u></p> <p>Minimum of two moderators meeting all the requirements in section 1.2.2 of the tender specifications and contracted by the tenderer during the past year</p>
2.3	<p>Sufficient professional capacity with regard to the required security standards to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract</p> <p><u>Minimum standard:</u></p> <p>Minimum level of classified information at RESTREINT UE/EU RESTRICTED, for which the tenderer must have the capacity to comply with the corresponding requirements as set out in Appendix I to Annex I of the draft Contract, (annex 6.7 to the tender specifications).</p>

These criteria will be assessed on the basis of the documents referred to in 5.2.2 and 5.2.3.

5.2.2. Evidence of the economic and financial capacity of the service provider(s)

All tenderers 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 appended in Annex 6.4.

If, for some exceptional reason which EDA considers justified, a tenderer is unable to provide one or other of the above documents, 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 in paragraph 1 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.

5.2.3. Evidence of the technical and professional capacity of the service provider(s)

The ability of service providers to perform services will be assessed in particular with regard to their know-how, efficiency, experience and reliability as specified in paragraph 5.2.1.

Evidence of the technical and professional capacity of the providers involved in the tender may be furnished on the basis of the following documents.

This evidence refers to selection criterion 2.1:

Certificates of satisfactory execution, specifying whether they have been carried out in a professional manner and have been fully completed, signed by an authorised representative of the organisations for whom these were provided.

This evidence refers to selection criterion 2.2:

The CVs of the contracted moderators detailing the educational and professional qualifications. The Europass curriculum vitae format⁴ shall be filled in and signed, by each contracted moderator. The precise contractual link with the tenderer will also be described.

This evidence refers to selection criterion 2.3:

A commitment⁵ from the tenderer, including all consortium partners and the subcontractors already identified that they will comply with the requirements to handle classified information at level RESTREINT UE/EU RESTRICTED before the signature of the contract, and consequently, that they have or will nominate a

⁴ <http://europass.cedefop.europa.eu/en/documents/curriculum-vitae>

⁵ In accordance with Article 22 (a) of Directive 2009/81/EC of the European Parliament and of the Council of 13 July 2009 on the coordination of procedures for the award of certain works contracts, supply contracts and service contracts by contracting authorities or entities in the fields of defence and security, and amending Directives 2004/17/EC and 2004/18/EC

5. Assessment and award of contract

Security Officer, who will be responsible to its management for enforcing the security obligations within such an entity, and that they will appropriately safeguard the confidentiality of all classified information in their possession or coming to their notice throughout the duration of the contract and after termination or conclusion of the contract, in accordance with the basic principles and minimum standards of security laid down in the Council Decision of 23 September 2013 on the security rules for protecting EU classified information (2013/488/EU) and the contract-specific security requirements mentioned in the Security Aspect Letters (SAL) of the future contract (see draft Contract, Annex III, Appendix I); Additionally, in case the management of classified information at level RESTREINT UE/EU RESTRICTED is envisaged to take place at their premises, the above-mentioned commitment shall include the statement that they have established in their facilities, as a minimum, an "Administrative Area" as defined in Annex II title IV of the Council Decision of 23 September 2013 on the security rules for protecting EU classified information (2013/488/EU). Therefore, the tenderers and potential subcontractors are requested to fill out the form found in Annex 6.4 and submit it together with their tender;

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.

5.3. STAGE 3 - 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:

No	Qualitative award criteria	Weighting (maximum points)
1.	Quality of the proposal for the preparation of sessions (methodological approach)	15
2.	Quality of the proposal for the animation of sessions (methodological approach)	30
3.	Quality of the proposal for the follow-up of sessions (methodological approach)	15
4.	Quality of the proposal for the management of the Human Resources (selection of moderators and knowledge management of moderators)	20
5.	Quality of the proposal for the IT support tool used for the provision of the services	20
<i>Total number of points for Technical quality score</i>		100

The selected tender is assessed according to the above qualitative award criteria and the weighting applicable to each criterion.

Tenders scoring

5. Assessment and award of contract

- * less than 70 % in the overall points total or
 - * less than 60% in the points awarded for a single criterion
- will be excluded from the rest of the assessment procedure.

Award criterion	
Financial score : Price of the lowest admissible tender received	
_____	x 100
Price of your tender (unit price for one session)	

! Tenders presenting a unit price per session superior to the maximum amount of 10 000 € shall be excluded from the rest of the assessment procedure.

The contract will be awarded to the tender which is the most cost-effective (offers the best value for money) on the basis of the ratio between the total points scored and the price.

Final Evaluation
Final Score: (Technical quality score x 0.6) + (financial score x 0.4)

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.

5.4. INFORMATION FOR 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.

5.5. AWARD OF THE CONTRACT

The procurement procedure is concluded by a contract signed by the parties. In this case, the General Terms and Conditions applicable to service 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 or framework 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 defined in section 5.1.3. 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.

6. ANNEXES

ANNEXES

6.1. Subcontractor / Letter of Intent 15/CAT/OP/012

The undersigned:

Name of the company/organisation:

Address:

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

Declares hereby accepting the general conditions attached to the tendering specifications for this call for tender, and in particular art. II.18 in relation with checks and audits.

Full name

Date

Signature

.....

6.2. POWER OF ATTORNEY

POWER OF ATTORNEY – MODEL 1

Agreement / Power of Attorney**(DESIGNATING ONE OF THE COMPANIES OF THE GROUP AS LEADER AND
GIVING A MANDATE TO IT)**

We the undersigned:

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

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

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

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

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

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

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

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

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

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

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

Signed in on

Name

Function

Company

Name

Function

Company

Name

Function

Company

Name

Function

Company

POWER OF ATTORNEY – MODEL 2

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

We the undersigned:

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

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

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

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

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

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

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

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

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

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

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

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

Signed in on

Name

Function

Company

Name

Function

Company

Name

Function

Company

Name

Function

Company

6.3. EXCLUSION CRITERIA FORM (INVITATION TO TENDER NO 15/CAT/OP/012 (MATOS))

Declaration of honour on exclusion criteria and absence of conflict of interest

(Complete or delete the parts in grey italics in parentheses)

[Choose options for parts in grey between square brackets]

The undersigned *(insert name of the signatory of this form)*:

☐ in *[his][her]* own name *(for a natural person)*

or

☐ representing the following legal person: *(only if the economic operator is a legal person)*

full official name:

official legal form:

full official address:

VAT registration number:

➤ declares that *[the above-mentioned legal person][he][she]* is not in one of the following situations:

- a) is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) has been convicted of an offence concerning professional conduct by a judgment of a competent authority of a Member State which has the force of *res judicata*;
- c) has been guilty of grave professional misconduct proven by any means which the contracting authorities can justify including by decisions of the European Investment Bank and international organisations;
- d) is not in compliance with all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established, with those of the country of the contracting authority and those of the country where the contract is to be performed;
- e) has been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity, where such activity is detrimental to the Union's financial interests;
- f) is a subject of an administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in a procurement procedure or failing to supply this information, or having been declared to be in serious breach of its obligations under contracts covered by the Union's budget.

➤ *(Only for legal persons other than Member States and local authorities, otherwise delete)* declares that the natural persons with power of representation, decision-making or control⁶ over the above-mentioned legal entity are not in the situations referred to in b) and e) above;

➤ declares that *[the above-mentioned legal person][he][she]*:

⁶ This covers the company directors, members of the management or supervisory bodies, and cases where one natural person holds a majority of shares.

- g) has no conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinity, family, emotional life or any other shared interest;
 - h) will inform the contracting authority, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest;
 - i) has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to award of the contract;
 - j) provided accurate, sincere and complete information to the contracting authority within the context of this procurement procedure ;
- acknowledges that [the above-mentioned legal person][he][she] may be subject to administrative and financial penalties⁷ if any of the declarations or information provided prove to be false.

In case of award of contract, the following evidence shall be provided upon request and within the time limit set by the contracting authority:

For situations described in (a), (b) and (e), production of a recent extract from the judicial record is required or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied. Where the tenderer is a legal person and the national legislation of the country in which the tenderer is established does not allow the provision of such documents for legal persons, the documents should be provided for natural persons, such as the company directors or any person with powers of representation, decision making or control in relation to the tenderer.

For the situation described in point (d) above, recent certificates or letters issued by the competent authorities of the State concerned are required. These documents shall provide evidence covering all taxes and social security contributions for which the tenderer is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.

For any of the situations (a), (b), (d) or (e), where any document described in two paragraphs 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.

If the tenderer is a legal person, information on the natural persons with power of representation, decision making or control over the legal person shall be provided only upon request by the contracting authority.

Full name

Date

Signature

⁷ As provided for in Article 9 and following of the EDA Financial Rules.

6.4. Financial and Economic Capacity Overview Form

(Invitation to tender No 15/CAT/OP/012 (MATOS))

Financial and Economic Capacity Overview			
Currency : <i>EURO</i>		Figures (<i>000</i>)	
	N* (* most recent figures available)	N-1	N-2
Total Balance Sheet			
TRADE DEBTORS <i>Amounts due by commercial customers</i>			
CAPITAL and RESERVES (Equity) <i>Amounts owned by the company</i>			
TRADE CREDITORS <i>Amounts due to commercial suppliers</i>			
SHORT TERM DEBT			
LONG TERM DEBT			
LIQUIDITY <i>Bank accounts, cash at hand</i>			
<u>About PROFIT & LOSS</u>			
TURNOVER			
ORDINARY RESULT			
EXTRAORDINARY RESULT			
INCOME TAX			
NET RESULT			

You may add any data that you would consider of vital relevance for your organisation and for the understanding of the above figures.

Comments: Please explain BRIEFLY important variations from one year to another if appropriate. In case of negative equity or repeated losses, please explain how the future of the organisation will be ensured.

I,(name of the legal entity submitting this tender), the undersigned, declare the below information I provide for this tender is true and complete.

I. Facility particulars

- *****

[] Will not be provided with classified information at Restreint UE/EU Restricted level.

Name : Date :

** Please tick the appropriate box(es)

6.5. MODEL FINANCIAL PROPOSAL FORM

Procurement procedure:	15/CAT/OP/012 (MATOS)
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Service	All-inclusive unit price excluding VAT, in EUR
Comprehensive service for one session in accordance with all requirements set in section 1 of the tender specifications	

Prices shall be all-inclusive; the Agency will not pay expenses for any additional costs incurred from the execution of the contract.
Financial proposals exceeding the maximum amount of 10 000 EUR per session shall be excluded outright.

APPLICABLE VAT RATE	%
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Name: (of the Tenderer or authorised representative)	Signature:	Date:
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6.6. Checklist of documents to be submitted

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

Description	Section	Coordinator or group leader in joint tender	All partners in joint tender	Single or Main contractor	Sub-contractor
Power of attorney of partners in joint tender indicating the group leader (see annex 6.2)	1		■		
Letter of intent of subcontractor (see annex 6.1)	1				■
Legal Entity Form (see section 4.2.1) Download the form from : http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm	1	■	■	■	■
Supporting documents for the Legal Entity File Form	1	■	■	■	
Financial Identification form (see section 4.2.1) Download the form from: http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm	1	■		■	
Exclusion Criteria form (see section 5.1.1 and annex 6.3)	2	■	■	■	■
Evidence of Economic and financial capacity (see section 5.2.2 and annex 6.4)	3	■	■	■	
Evidence of Technical and professional capacity (see section 5.2.3 and annex 6.4) Go to the following page to fill in the CV: http://europass.cedefop.europa.eu/europass/preview.action?locale_id=1	3	■	■	■	■

The following sections shall be provided in the tender, their absence would mean rejection of the tender for incompleteness:

Description	Section	Coordinator or single tenderer
Technical Proposal (see section 4.2.4)	4	■
Financial Proposal (see section 4.2.5)	5	■

6.7. DRAFT CONTRACT

