Specifications attached to the Invitation to Tender

11.CAP.OP.111

A Stock Take of Capabilities
for Cyber Defence in the military domain (milCyberCAP)

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Introduction to EDA

The European Defence Agency, (hereinafter “EDA” or “the 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”.

Functions and tasks

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.

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	11.07.2011	
Deadline for request of clarifications from EDA	01.09.2011	
Site visit or clarification meeting (if any)	Not applicable	
Last date on which clarifications are issued by EDA	07.09.2011	
Deadline for submission of tenders	15.09.2011	Tenders delivered by hand shall be submitted not later than **17:00h Local Time**
Opening session	16.09.2011[1]	EDA premises at 14.00h. Local time
Interviews	Not applicable	
Completion date for evaluation of tenders	September	Estimate
Signature of contract(s)	October/November	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.

1.4 Participation of consortia

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

[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.

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). Concerning the selection criteria "technical and professional capacity", the evidence provided by each member of the consortium will be checked to ensure that the consortium **as a whole** fulfils the criteria.

The participation of an ineligible person will result in the automatic exclusion of that person. In particular, if that ineligible person belongs to a consortium, the whole consortium will be excluded.

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 Format

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 11.CAP.OP.111
- the project title "A Stock Take of Capabilities for Cyber Defence in the military domain (milCyberCAP)"
- 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 Form**[2] 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
- **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 (*please see **Section** Error! Reference source not found. of the Tender Specifications*)

[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 B – Technical proposal

One signed original and 3 (three) photocopies of the technical proposal providing all information requested in point 0.

Envelope C – Financial proposal

One signed original, 3 (three) photocopies and an electronic version of the financial proposal based on the format found in **Annex II**

1.6.2 Submission

The original tender must be marked *"ORIGINAL"*, and the copies signed in the same way as the original and marked "*COPY"*.

1.6.3 Language

Tenders should be drafted in one of the official languages of the European Union, preferably English. Requested documents not available in English must 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 Scope for additional services

The EDA may, at its own discretion, extend the project in duration and/or scope subject to the availability of funding and to satisfactory performance by the Contractor.

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 the Council Decision 2011/292/EU.

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

2.1.1 Used abbreviations in the Terms of Reference

- CERT : Computer Emergency Response Team
- CIIP: Critical Information Infrastructure Protection
- CMO : Crisis Management Operations
- CSDP: Common Security and Defence Policy
- EEAS: European External Action Service
- ENISA: European Network and Information Security Agency
- EU: European Union
- EUMS: European Union Military Staff

2.1.2 Reference documents

EDA will furnish all documents for the assessment to the selected contractor for contract performance.

[1]. EDA Study "End-to-end Security in a Heterogeneous Environment", 08-CAP-27 (RESTREINT UE)
[2]. EDA Study "Computer Network Operations (CNO) for EU led military operations", 10-CAP-OP-37 (EU milops CNO Capability)
[3]. EDA Study "Rules and Regulations for Management of Crypto Keys for EU led mil operations (MCK), 10-CAP-007
[4]. 10-CAP-OP-37GSC/EUMS doc 16441/09 – COSDP 1154 – EUMC Interoperability Study, 26 November 2009
[5]. ENISA study "Cloud Computing. Benefits, risks and recommendations for information security", 2009
[6]. ENISA study "Cloud Computing. Information Assurance Framework", 2009
[7]. ENISA study "Mapping security services to authentication levels", 2011
[8]. ENISA Study 'Resilience of the Internet Interconnection Ecosystem' April 2011 (available at: http://www.enisa.europa.eu/act/res/other-areas/inter-x/report/interx-report)
[9]. ENISA Report 'Cyber Europe 2010: Final Report', April 2011 (available at: https:// www.enisa.europa.eu/act/res/ce2010). More ENISA documents are accessible via the ENISA web site: http://www.enisa.europa.eu.
[10]. EUMC, doc 16741/09, Final Report, Interoperability Study, 26 November 2009 (RESTREINT UE)
[11]. EU GSC EUMS doc 10688/08, Concept for Military Command and Control, 16 June 2008 (RESTREINT UE)
[12]. EU GSC/EUMS doc 11702/08, Concept for CIS for EU-led Military Operations,10 July 2008 (RESTREINT UE)
[13]. EU MC doc ST 6630/05, Military Information Security Concept for EU-led Crisis Management Operations, 21 February 2005 (RESTREINT UE)
[14]. EUMS Document 13537/09, EU Concept for Computer Network Operations in EU-led Military Operations (CNO), 22 September 2009
[15]. ISSC Core Enterprise Services Working Group, Core Enterprises Services Framework V1.2, January 2010

2.1.3 Introduction

The increasing level of threat of cyber-attack on European Union owns military networks has pushed Member States, institutions and agencies to set up organizations and to put in place security measures and capabilities to reduce the risk of these attacks in an uncoordinated manner.
This approach has disadvantages ([2]):
Effectiveness: Although EU Cyber Defence requirements are not fully developed and articulated, there is evidence to show that unacceptable risks have not been addressed.

Efficiency: These multiple structures are not so efficient because they are not integrated into a pan EU organization in which dialogue and data ex-changes would be easier. Current measures are not cost effective because the same capability developments have been duplicated.
The European Union, has led many initiatives to meet all the requirements linked to the in-creasing level of threat and has tried to promote best practices among member states and private actors. Particularly involved, the EUMS has developed a concept for EU led military computer network operation in 2009 [14].

2.2 Description of the subject and scope of the contract

The study clearly focuses on "EU Cyber Defence in the military domain". The contractor is expected to work on the following aspects:

- Work package 1: Realise a state of the art of the threats and challenges in relation to the Cyber Defence domain based on the referenced documents as well as knowledge of the contractor. Examples proving current vulnerabilities and key figures are expected to raise awareness of decision makers not expert in the Cyber Defence domain; this should also include the development of a common understanding between the various stakeholders (e.g. definitions). In this work package, the contractor will also derive the military implications of this threat assessment. These implications should cover the identification of dual civ/mil capabilities and the need for development of specific capabilities,
- Work package 2: Identify mainly the EU actors and capabilities in the field of Cyber Defence, and to explain their mandate, responsibilities, and resources. Information should also be gathered on their future plans/strategies. Some recommendations to improve co-operation and expected benefits for CSDP missions are foreseen.
- Work package 3: Identify the shortfalls and their nature in relation to these capabilities. The contractor should provide some recommendations on the best way to solve these shortfalls (organisation matter, technical work, legal framework…) including a proposal on a first structured capability roadmap on Cyber Defence based on already developed gaps analysis and requirements ([3]).

2.3 Outcomes of the study

The outcome of the study will be used to evaluate and prepare the playing field and achieve an effective and efficient strategy for the development of Cyber Defence Capabilities used in EU CSDP CMO and to derive future actions. It will prepare follow on steps to develop EU Cyber Defence Capabilities and to improve existing architectures.
The expectation is a more granular capability-oriented overview of actors of EU MS/organisations and related organisations in the military domain, including input from the civilian domain (Member states (governmental/commercial), Commission, ENISA, and wider EEAS). The evaluation of the civilian domain is assumed by the input of ENISA and its on-going and past activities in the area of CIIP and CERTs.

2.4 Contract Management Plan, Meetings at the EDA and Reporting

2.4.1 Management Plan

A draft management plan is to be elaborated already at the tendering stage, building upon the information provided in these tender specifications.

The management plan shall:

- Provide evidence that the contractor endorses responsibility for the general objectives of the project and that he will produce the required results;
- Propose any potential relevant modification in the logic of the project to improve its results;
- Include a Statement of Work (*including an analytical outline on how the key aspects of the study will be approached*);
- Explain the organisation, methodology and means intended to be used in the project;
- Provide a GANTT chart with logical dependencies for the production of the project;

- Explain the monitoring structure proposed to ensure appropriate decisions in due time, including interaction with EDA and its representatives for project orientation matters.

This management plan considered as a living document will be updated during the duration of the contract and will be part of the deliverables.

2.4.2 Meetings at the EDA

Three meetings are foreseen to manage the contract (Kick off, Progress and Final meeting, see 2.4.3). The Contractor can propose in its management plan additional meetings if deemed necessary for the management of the contract.

2.4.3 Reporting

The contractor is responsible for the management plan ensuring the success of this contract. For example, the contractor may wish to include in his proposal a first coordination meeting to prepare kick-off meeting and to discuss further information exchange needs with EDA. All reports (as drafts) have to be presented during official EDA meetings (to be coordinated with contractor, depending on final timelines). The study ends after duration of 10 months dated from the first coordination meeting with the handover of the final report and a final presentation during a formal meeting. The contractor will report on study interim results during other meetings on request.

The major audience of the contractor and the study will be EDA's respective project team, actors of EU MS/organisations (ENISA), related organisations in the military and civilian domain. The input from the civilian domain is assumed to be strongly supported by ENISA.

Nr	Title	Description	Timelines	Format deliverable
1	**Kick-off presentation**	Presentation of the study including a draft project plan	T0	5 hard-paper copies and one electronic copy (CD/DVD, MS Office/pdf) – not classified
2	**Intermediate report**	Intermediate status report	T0+5	5 hard-paper copies and 20 electronic copies (CD/DVD, MS Office/pdf)
3	**Final presentation and final report**	Presentation of the reports	T0+10	5 hard-paper copies of final electronic copies (CD/DVD, MS Office/pdf)

For the work packages, a powerpoint presentation summarizing the reports as well as an executive summary shall be realised.

In addition to the deliverables associated with the three work packages, the following deliverables must be produced by the Contractor:

- Minutes of the meeting. The Contractor is responsible for the preparation and distribution of minutes, after approval by EDA, of all meetings held in connection with the contract.
- An action list. The Contractor shall maintain an action list (to-do list), recording all actions agreed with EDA. This list shall be reviewed on a regular basis.

All deliverables shall be submitted in MSWord and/or Adobe PDF format. Presentations shall be submitted in MSPower Point and/or Adobe PDF format.

The reports are to be submitted 20 (twenty) calendar days before the progress meetings to the project manager identified in the contract who is responsible for approving them.

The EDA will have 10 (twenty) calendar days to approve the above-mentioned reports or to make comments and request amendments after their official presentation and the Contractor will have 20 (twenty) calendar days to amend them accordingly.

The final version of these deliverables shall be submitted in electronic form followed by a paper version form once approved by EDA. It has to be noted that up to 30 additional copies could be requested by the pMS and other organisation bodies (paper and/or electronic format)

2.5 Volume of the contract

The maximum value of the contract is € 100 000.

2.6 Duration of the contract

The maximum duration of the contract is 10 months.

2.7 Place of delivery/execution

With the exception of the meetings mentioned at point 2.4.2 above to be organised at the EDA premises, the Contractor shall execute the contract at his premises.

2.8 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

Proof of economic and financial capacity shall be furnished by the tenderer, **including every consortium member and every sub-contractor where applicable**, as follows:

- balance sheets or extracts from balance sheets for at least the last two years for which accounts have been closed (where publication of the balance sheet is required under the company law of the country in which the economic operator is established);
- a statement of overall turnover and turnover concerning services/supplies covered by the contract during the last three financial years.

If, for some exceptional reason which the EDA considers justified, the tenderer is unable to provide the references requested by the contracting authority, he may prove his economic and financial capacity by any other means which the EDA considers appropriate.

3.2.3 Technical and professional capacity

Requirement(s)

The tenderer, **including every consortium member where applicable**, must be in a situation to demonstrate a sufficient experience in the field of this study and the capacity to handle classified information up to, and including CONFIDENTIEL UE/ EU CONFIDENTIAL level.

Evidence required

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

- List of the relevant past activities of all the consortium members in the field of this tender within last 5 years.
- References from previous clients, where relevant

- All additional documentation deemed necessary from the tenderer's perspective to demonstrate the ability to meet the prescribed technical requirements.
- Facility security clearance up to CONFIDENTIEL UE/ EU CONFIDENTIAL level for all consortium member and/ or sub-contractor, if applicable.
- Personnel security clearance up to CONFIDENTIEL UE/ EU CONFIDENTIAL level for all the Contractor's staff proposed to work under the contract having access to EU classified information.

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.

The additional column relative to interviews may be removed, if irrelevant.

No	CRITERIA	Max points	Awarded score
1	**Rationale & Strategy (see section 4.2)** • **Work Package 1** • **Work Package 2** • **Work Package 3**	 **25** **10** **15**	
2	**Quality of the proposed Management Plan** (as stated in Para 2.4.1) in terms of: • Statement of Work; • organisation, methodology and means intended to be used in the project, • Coordination with EDA representatives • Reporting;	**10**	
3	**Relevant qualification, experience and skills of the proposed Project Team members** against the requirements listed under point 2.2 and Annex VIII of the Terms of Reference) based on their CVs (model in Annex III) and the division of labour between the team members and the proportion of time each will dedicate to the study	**40**	
	TOTAL	**100**	

Interviews

The Evaluation Committee does not expect to conduct any interviews.

4.2 Technical proposal

The assessment of the technical quality will be based on the ability of the tenderer to meet the purpose of the contract as described in the terms of reference. To this end, technical proposal shall contain the following information to allow evaluation of their tender according to the technical criteria mentioned above:

- For criteria 1:
  - A document about the description of the reference methodologies and approaches proposed to be applied for the conduct of the study for the three work packages; This document has to present the tenderer vision and how the contents of the work package and issues are understood; An added value will consist on practical experience on the challenges and threats related to Cyberdefence.
- For criteria 2:
  - A draft management plan sufficiently developed to give confidence on the ability of the tenderer to fulfil the objectives of this study without delays;
- For criteria 3:
  - A description of the proposed team clearly explaining their individual expertise and past achievements (in relation to this study). The use of the CV format proposed in annex III is strongly recommended;
  - The Contractor shall propose the team of experts who will execute the Contract already at the tendering stage (as part of his tender proposal). The propose experts shall have the following qualifications, experience and skills:
    - Knowledge from a practical point of view of the threats and challenges in the cyberdefence/cybersecurity domain
    - References and experience of the practical solutions developed to fill these capabilities shortfalls
    - Fluency in English (spoken, written and superior drafting skills).

    Knowledge of the EU environment, military and civilian structures and/or involvement in CSDP Crisis management operations will constitute a particular advantage.
  - An estimate of the workload for the consulting team broken down by task and by role

In addition to the above the tenderer must provide the information concerning sub-contracting as requested in **point 1.5**.

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

Where there is a discrepancy between the price quoted in the paper-based financial offer and the one in the electronic version of the financial offer, the price to be considered in the evaluation will be the one on the paper version.

The evaluation will be made on the basis of the price offered. 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 Decision of the Representatives of the Governments of the Member States, meeting within the Council, of 10/11/2004, on the Privileges and Immunities granted to the European Defence Agency and to its Staff Members.
- 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.

ANNEX I - DRAFT CONTRACT

ANNEX II - MODEL FINANCIAL OFFER

All-inclusive Flat Rate

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 2.4 shall be excluded outright.

Name of Tenderer:	

TOTAL COST OF ASSIGNMENT, INCLUDING ALL ASSOCIATED EXPENSES AND EXCLUDING VAT :	**€**

ANNEX III - CURRICULUM VITAE

EUROPEAN CURRICULUM VITAE FORMAT	
PERSONAL INFORMATION	
Name	**[SURNAME, other name(s)]**
Address	**[House number, street name, postcode, city, country]**
Telephone	
Fax	
E-mail	
Nationality	
Date of birth	[Day, month, year]
TOTAL YEARS OF EXPERIENCE	[month, year]
WORK EXPERIENCE	
• Dates (from – to) • Name and address of employer • Type of business or sector • Occupation or position held • Main activities and responsibilities	[Add separate entries for each relevant post occupied, starting with the most recent.]
EDUCATION AND TRAINING	
• Dates (from – to)	[Add separate entries for each relevant course you have completed, starting with the most recent.]
• Name and type of organisation providing education and training • Principal subjects/occupational skills covered • Title of qualification awarded • Level in national classification (if appropriate)	

PERSONAL SKILLS AND COMPETENCES *Acquired in the course of life and career but not necessarily covered by formal certificates and diplomas*.	
MOTHER TONGUE	**[Specify mother tongue]**
OTHER LANGUAGES	
	[Specify language]
• Reading skills	[Indicate level: excellent, good, basic.]
• Writing skills	[Indicate level: excellent, good, basic.]
• Verbal skills	[Indicate level: excellent, good, basic.]
SOCIAL SKILLS AND COMPETENCES *Living and working with other people, in multicultural environments, in positions where communication is important and situations where teamwork is essential (for example culture and sports), etc.*	[Describe these competences and indicate where they were acquired.]
ORGANISATIONAL SKILLS AND COMPETENCES *Coordination and administration of people, projects and budgets; at work, in voluntary work (for example culture and sports) and at home, etc.*	[Describe these competences and indicate where they were acquired.]
TECHNICAL SKILLS AND COMPETENCES *With computers, specific kinds of equipment, machinery, etc.*	[Describe these competences and indicate where they were acquired.]
ARTISTIC SKILLS AND COMPETENCES *Music, writing, design, etc*.	[Describe these competences and indicate where they were acquired.]
OTHER SKILLS AND COMPETENCES *Competences not mentioned above.*	[Describe these competences and indicate where they were acquired.]
DRIVING LICENCE(S)	
ADDITIONAL INFORMATION	[Include here any other information that may be relevant, for example contact persons, references, etc.]
ANNEXES	[List any attached annexes.]

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

FINANCIAL IDENTIFICATION

ACCOUNT HOLDER

NAME

ADDRESS

TOWN/CITY POSTCODE

CONTACT PERSON

TELEPHONE FAX

E - MAIL

PERSONAL NUMBER

INSTITUTION

BANK

BANK NAME

ADDRESS

TOWN/CITY POSTCODE

ACCOUNT NUMBER - -

IBAN

SWIFT

REMARKS :

BANK STAMP + SIGNATURE BANK REPRESENTATIVE
(Both Obligatory)

DATE + SIGNATURE ACCOUNT HOLDER :
(Obligatory)

ANNEX VII - TENDER SUBMISSION FORM

11.CPA.OP.111 - A Stock Take of Capabilities for Cyber Defence in the military domain (milCyberCAP)

One signed original of this tender submission form must be supplied, together with **three copies.**

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

	Name(s) of legal entity or entities submitting this tender	**Nationality**[3]
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**	☐
▪ 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	☐
▪ The duly filled in, signed and dated **Legal Entity Form** (*using the standard template referred to in Annex V to the Tender Specifications*) and the supporting documents requested therein, by every legal entity identified under point 1 and point 2 of this tender submission form	☐
▪ The duly filled in, signed and dated **Financial Identification Form** (*using the standard template in Annex VI to the Tender Specifications*) to nominate the bank account into which payments would be made in the event that our tender is successful	☐
▪ **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	☐
▪ **Documents proving our technical and professional capacity** (as requested in point **3.2.3** of the Tender Specifications)	☐
▪ **Duly authorised signature**, i.e. an official document (*statutes, power of attorney, notary statement, etc.*) proving that the person who signs on behalf of the Tenderer is duly authorised to do so	☐
▪ 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	☐
ENVELOPE B - TECHNICAL PROPOSAL (one signed original and three photocopies and providing all information requested in point 4.2 of these specifications).	☐
ENVELOPE C - FINANCIAL PROPOSAL (one signed original, three photocopies and an electronic version using the template in Annex II), **which is submitted in a separate, sealed envelope.**	☐

Signed on behalf of the Tenderer

Name	
Signature	
Date	