

Call for Tenders

18.CPS.OP.120

Framework Contract for the provision of
Annual Test and Evaluation Gap Analysis
Services for 2018-2020

Open Procedure

**TENDER SPECIFICATIONS & DRAFT FRAMEWORK
CONTRACT**

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INTRODUCTION TO THE EUROPEAN DEFENCE AGENCY

The European Defence Agency (EDA), governed by *Council Decision (CFSP) 2015/1835*¹, was established to “support the Member States and the Council in their effort to improve European defence capabilities in the field of crisis management and to sustain the European Security and Defence Policy as it stands now and develops in the future”.

The European Defence Agency, within the overall mission set out in the aforementioned Council Decision, has three main missions:

- supporting the development of European defence capabilities and military cooperation;
- stimulating defence Research and Technology² (R&T) and strengthening the European defence industry;
- acting as a military interface to EU policies.

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

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

¹ Council Decision (CFSP) 2015/1835 of 12 October 2015 defining the statute, seat and operational rules of the European Defence Agency (Recast)

² <https://www.eda.europa.eu/what-we-do/our-current-priorities/research-technology>
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LIST OF ACRONYMS

CDP – Capability Development Plan
CFSP – Common Foreign and Security Policy
CODABA – Collaborative database of Member States' defence plans and programmes
DTEB – Defence Test and Evaluation Base
EDA – European Defence Agency
EDSTAR – European Defence Standards Reference System
EEA – European Economic Area
FYROM – Former Yugoslav Republic of Macedonia
GMTL – Generic Military Task List
GPA – Government Procurement Agreement
OS – Open Source
PG – Plenary Group
pMS – Participating Member States (in EDA)
R&T – Research and Technology
SAA – Security Accreditation Authority
T&E – Test and Evaluation
TEGA – T&E (Capability) Gap Analysis
WTO – World Trade Organisation

1. TECHNICAL SPECIFICATIONS

1.1. GENERAL BACKGROUND

The 2016 EU Global Strategy Implementation Plan on Security and Defence identified Test and Evaluation (T&E) as one of the critical enablers for defence cooperation, and tasked EDA and its participating Member States to develop a full spectrum of Test and Evaluation (T&E) capabilities in Europe based on a fully coordinated network of national centres. This entails fostering collaborative activities among Test Centres, creating networks of excellence, and systematically relating them to EDA projects.

In this context EDA Member States approved, in February 2016, a 10-year Defence Test and Evaluation Base (DTEB) Strategy. This Strategy is based on five contributing phases:

- **Phase 1:** Support Test and Evaluation (T&E) collaboration under the Umbrella of DTEB and increase the number of multilateral European collaborations (Active since 2015).
- **Phase 2:** Collect more information about Defence T&E Capabilities in Europe. (Active since 2016)
- **Phase 3:** Develop a Gap Analysis mechanism based on a case study. (Since 2016)
- **Phase 4:** Apply the Gap Analysis Mechanism to all EDA projects and activities. (Starting in 2018)
- **Phase 5:** Develop and apply smart EU T&E Capability investment mechanisms, where required. (Starting in 2020)

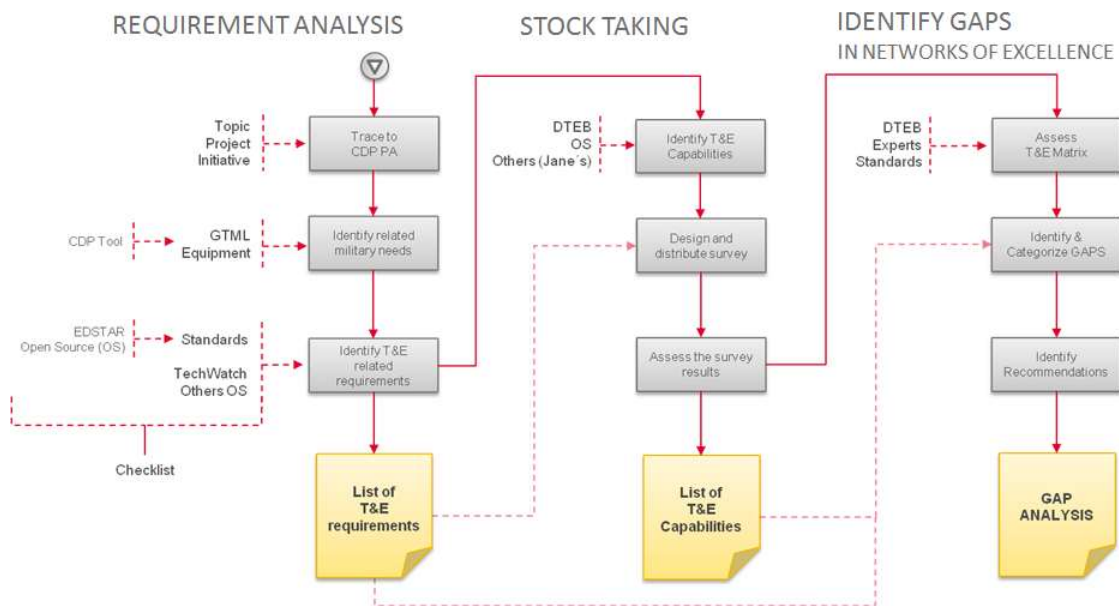
1.2. PURPOSE OF THE FRAMEWORK CONTRACT

The framework contract aimed by present procurement procedure covers the fourth phase of this DTEB strategy, taking into account a holistic and transversal approach between the DTEB database and EDA's current Capability Development Plan (CDP).

The framework contract's implementation shall entail the execution of the following tasks:

1.2.1. Task 1: DATA ANALYSIS

The Contractor conducts an analysis of data in the DTEB Database, CODABA and CDP Tool. The Analysis shall follow the following flow-chart.



The flowchart is divided into three main phases:

- **Phase I: T&E Requirements**

This phase includes the analysis of the sources of information from which T&E requirements can be extracted. Through the CDP tool, any programme, project, or activity shall be traced to a given CDP Priority Action, GMTL tasks and their related equipment, systems and components. This first identification and analysis provides T&E needs associated to the subject.

Equally, a revision and analysis of best practices and standards related to the equipment or platforms identified are required to complete the demanded requirements.

The main output of this phase is a list of prioritized systems or components and its T&E requirements.

- **Phase II: T&E Capabilities**

The aim of this phase is to identify and collect T&E capabilities in Europe that can perform different test and validation activities regarding the T&E requirements identified in phase I.

The main source to elaborate this stocktaking of T&E capabilities should be the DTEB database which includes a list of T&E organisations and capabilities around the EU. The information obtained from DTEB shall be completed, if necessary, by accessing Technology

Watch, an R&T oriented tool through which additional T&E capabilities can be identified to improve the assessment.

When the T&E gap analysis requires it, a survey of the current T&E capabilities, within the DTEB community, can be undertaken in order to validate current information or to identify potential new capabilities.

The main output of this phase is a list of T&E capabilities.

- **Phase III: T&E Gap analysis**

With the information obtained in phase I and II, this phase includes the assessment of the T&E requirements and the T&E capabilities to identify any existing T&E gap in the EU and the recommendations and proposals to address those gaps. The effort for this phase comprises most work in the first year in order to achieve the full overview of T&E Capability gaps. In the course of the following years this phase requires only updates.

The output of this phase is the T&E gaps identification and categorisation and the recommendations as to how to close them.

1.2.2. Task 2: DRAFTING SOFTWARE SPECIFICATIONS

The contractor shall draft and update software requirements for new functionalities or for maintenance of those functionalities in the DTEB Database, which support the TEGA.

The functionalities must comprise:

- Filters for systems (i.e. drones)
- All filters used in the CDP tool (CDP Priorities, GMTL, Domains etc.)
- All filters used in the DTEB Database
- Other filters as approved by the DTEB Project Officer
- Free text search
- Option to build up a summary report in word format or other formats as approved by the DTEB Project Officer

The document with software specifications, after revision by the DTEB Project Officer, will be used thereafter to implement new features in the DTEB. However, that project is not under the scope of the framework contract representing the object of the present call for tenders.

1.2.3. Task 3: ANNUAL CATALOGATING OF T&E GAPS AND OPPORTUNITIES

The contractor shall catalogue T&E Capability Gaps Deriving from task 1. Each catalogue item must comprise:

- a unique TEGA item number of the identified T&E Capability Gap;
- a title;
- a short description of the identified gap;
- collaboration proposals to fill the identified gap.

1.2.4. Delivery Schedule and Meetings

The deliverables schedule, as well as the number of the progress meetings, shall depend upon the particularities of each specific contract. The meetings shall typically take place at EDA's premises or remotely (videoconference, WebEx), unless other arrangements are made by mutual consent between EDA and the contractor.

1.2.5. Intellectual property rights

Please see Art. II.13 of the draft framework contract provided in Annex 4.7 of the present tender specifications.

1.2.6. Requirements for the deliverables

The nature and number of the deliverables shall be set by EDA based upon the particularities of each forthcoming specific contract.

1.2.7. Approval Process for the Deliverables

EDA shall have two weeks to submit comments and the contractor shall have one week to address received comments. EDA shall then have two weeks to operationally accept or reject the deliverable. This procedure may be repeated until the deliverables' quality level is deemed acceptable by EDA.

1.3. MANAGEMENT OF THE FRAMEWORK CONTRACT

The contractor is expected to appoint a single Project Manager/Point of Contact, who will work closely with the EDA Project Officer in managing the contract. This person will ensure the overall management of the FWC.

1.4. EVALUATION OF TENDERS AGAINST TECHNICAL REQUIREMENTS (Specific Contract N° 1)

The In order to assess and evaluate tenders submitted in frame of the present call, EDA has developed technical specifications of the first envisaged set of tasks which will be contracted by means of **specific contract N° 1**.

Tenderers are to submit a tender in response to the technical specifications corresponding to Specific Contract N° 1. The tender submitted in response to the technical specifications corresponding to Specific Contract N° 1 will be assessed against the award criteria listed under section 3.5.

The below specifications (Specific Contract N° 1) basically corresponds to a real need. Tenderers are required to demonstrate in their offers how they are going to execute the envisaged tasks.

Subsequent specific contracts may cover either a task or a combination of elements from one or more tasks. The tailoring of the scope of any such specific contract will depend on EDA' specific needs.

Technical Requirements (Specific Contract N°1)

1.4.1. Background

A procedural model for a T&E Gap Analysis mechanism was developed in 2016 and 2017. The Gap Analysis mechanism, as well as supporting EDA tools, shall be further optimised based on lessons learned from the test case. In particular, it needs to be further developed with the view of rightsizing the best practice tools.

In general, the T&E Gap Analysis mechanism consists of 3 steps:

- Step 1: Identify the T&E requirements derived from CDP priority actions and EDA Programmes/projects or other activities.
- Step 2: Compare T&E requirements with existing T&E capabilities provided by the DTEB Database.
- Step 3: Identify any T&E capability gaps from this comparison.

In order to prepare Steps 1 to 3, the newest version of the Capability Development Plan Tool (CDP-Tool) shall be used to get an initial overview of capability requirements and their developments.

In order to find out if related T&E capability investment projects are planned, running or have been completed, the newest version of the Collaboration Database (CODABA) should be consulted to determine the probability of collaborative contributions and to identify key priorities for T&E capability development.

The DTEB Database is used to compare existing T&E capabilities with those required for each key priority in order to identify any T&E capability gaps.

The EDSTAR environment is used to identify suitable best practice standards, applicable to the identified key priorities for T&E capability development gaps.

For further information please refer to section 1.5.

1.4.2. Objectives

The focus objectives of the study are:

- Selection of suitable test centres to identify potential networks of excellence to bridge any T&E capability development gaps.
- Proposal of T&E capability development projects.
- Software design for a new TEGA functionality based on backlog procedures.

1.4.3. Duration and place of performance

The work described in these specifications shall start immediately after signature of the specific contract by the last contracting party (indicatively Q4 2018), with a kick-off meeting in Brussels.

The duration of the task execution shall be a maximum of 12 months. However, some subtasks shall be executed over a shorter timeframe, as described in the relevant sections.

The tasks will be performed on the contractor's premises, unless other arrangements are needed for their completion.

1.4.4. Nature of the services requested

1.4.4.1. Work Package 1: Project Management

- the overall coordination and control of the work in connection with the contract;
- the coordination with EDA and its representatives;
- the preparation of reports/deliverables and high-level presentations;
- the preparation of meetings;
- being the main Point of Contact for EDA;
- revising and updating the project plan(s), as needed, throughout the entire duration of the contract;
- the appropriate and timely reporting (during all phases of the implementation of the project plan/s) of the progress of the work, together with any possible technical/managerial problems or obstacles that may affect the ability of the contracting party to undertake the deliverables stipulated in the contract. This shall also feature a contingency plan.

1.4.4.2. Work Package 2: Rationalization and enhancement of the standard procedural model

Enhance and rationalize the procedural model for the GAP analysis as developed in a first test case - GAP analysis which took place 2016-2018.

1.4.4.3. Work Package 3: Study

- Task 3.1 - Take stock of all required and CDP priority related T&E capability gaps using all relevant EDA tools, by conducting an analysis of data in the DTEB Database, CODABA and CDP Tool.

This will be done according to the specifications provided into the framework contract:

- Phase I: T&E Requirements - analysis of the sources of information from which T&E requirements can be extracted;
- Phase II: T&E Capabilities identification and collection of T&E capabilities in Europe that can perform different test and validation activities regarding the T&E requirements identified in phase I (DTEB database);
- Phase III: T&E Gap analysis - with the information obtained in phase I and II, this phase includes the assessment of the T&E requirements and the T&E

capabilities to identify any existing T&E gap in the EU and the recommendations and proposals to address those gaps.

- Task 3.2 - Drafting software specifications

Deliver functional requirements for new DTEB features. These features shall provide the possibility to assess the requirements of specific topics (derived from the CDP and related standards), the existing T&E capabilities in the EU supporting those requirements and the identification and analysis of the related gaps.

It also shall provide the management of possible opportunities for cooperation and shall allow the pMS to express their interest in the proposed initiatives and manage, at a minimum, the initial coordination tasks until the initiative is launched.

Within this functionality, the possibility to propose new specific cooperation activities shall also be open. The CODABA Database shall be considered as initial platform for the further development of relevant IT workflows. These features shall be developed together with EDA.

- Task 3.3 - Catalogue of T&E gaps and opportunities

Provide an annual report (booklet) releasable to EDA pMS and DTEB PG members comprising tangible T&E capability gap descriptions.

The contractor shall catalogue T&E Capability Gaps Deriving from task 3.1. Each catalogue item must comply to the specification indicated in the framework contract:

- a unique TEGA item number of the identified T&E Capability Gap;
- a title;
- a short description of the identified gap;
- collaboration proposals to fill the identified gap.

The outcome of the study shall be delivered as:

- interim reports for the optimised TEGA methodology;
- final report, at the end of the study, on T&E capability gaps and proposed multinational EU T&E capability investments;
- software development proposals structured in backlog/sprint technology.

1.5.INPUT BY THE CONTRACTING AUTHORITY

IMPORTANT: EDA puts the final report of the previous TEGA study at the tenderers' disposal to assist in preparation of their tenders.

To obtain this document which is EDA Proprietary Information, interested economic operators are to send a request by e-mail to the following address: procurement@eda.europa.eu along with a scanned copy of the signed Non-Disclosure Agreement provided in Annex 4.8.

Further public available relevant information can be found at:

- DTEB: <https://www.eda.europa.eu/what-we-do/portals/dteb>
- EDSTAR: <https://edstar.eda.europa.eu/>
- CDP: <https://eda.europa.eu/what-we-do/our-current-priorities/capability-development-plan>
- CoDaBa: <https://eda.europa.eu/what-we-do/activities/activities-search/collaborative-database>
- Backlog/Sprint Technology: for example (<https://www.scrum.org>)

1.6.REQUIREMENTS FOR THE SERVICES OR SUPPLIES

1.6.1. Guidance on expected results

The contractor shall consult in the framework of the study all relevant stakeholders including but not limited to:

- Government officials of the Ministries of Defence of EDA participating Member States;
- Modelling and Simulation national and international Team of Experts;
- Research and Technology Organizations;
- EU and national operational planners and decision makers.

The Contractor shall avoid over-burdening EDA's stakeholders with questionnaires. The use of viable alternative methods should be considered (e.g. separate meetings with pMS and other stakeholders).

The contractor shall coordinate its activities with the EDA project officer and where necessary with other relevant actors.

The Contractor will be expected to:

- Provide detailed improvement proposals for further development of the above-mentioned tools (CDP, CODABA, DTEB Database).
- Insert additional T&E Capabilities in the DTEB Database as identified during the landscaping process.
- Develop and describe a simplified management process based on the above-mentioned mechanism.
- Describe functional requirements for new DTEB Database functionalities to support the TEGA, with the view to develop a comprehensive IT support tool. This would incorporate the TEGA mechanism process and the included tools to allow regular and automatic gap analyses to be done.

1.6.2. Time schedule for Deliverables, Meetings and Payments

An initial kick-off meeting (T0) will take place in the EDA premises in Brussels within one month of the contract being signed. This meeting will include EDA and interested pMS to ensure full coordination.

During the kick-off meeting, the contractor will explain the way in which it intends to manage the entire contract and execution of tasks to guarantee satisfactory completion of all goals and objectives of the study. It will present and explain the proposed methodology (to address the technical specifications), the project schedule, resource, quality, and risk management activities.

Three Interim Review Meetings are envisaged (at milestones within the project to be proposed by the contractor) to present and discuss the progress of the related work packages. Interim meetings will be held in EDA premises in Brussels, unless otherwise agreed between EDA and the contractor.

A Final Meeting (T0+12 Months) will take place in the EDA premises in Brussels and will be held with EDA and with interested Member State MOD representatives.

As a general rule, the contractor shall be responsible for organising and conducting the meetings. The contractor shall submit to EDA all the documentation related to the meetings (invitation, agenda, background documents, working papers, presentations, etc.), at least 2 weeks before each meeting. Once approved by EDA, the contractor shall send to all the meeting participants the final Agenda and supporting documentation for

the meetings. Minutes of the Meetings shall be drafted by the Contractor within 5 working days and should be agreed by the meeting participants and EDA.

The detailed time schedule for the meetings, progress reports and deliverables shall be the following:

Progress / Time	Meetings	Deliverable	Milestones (corresponding to Payments)
T0	Kick Off Meeting (EDA premises, Brussels)		
T0+4 Months	Meeting No 2 (EDA premises, Brussels)	D1: Progress Report No 1 D2: Identification/Stocktaking of the T&E requirements derived from CDP priorities and EDA programmes / projects	
T0+6 Months	Meeting No 3 (EDA premises, Brussels)	D3: Progress Report No 2 D4: Comparison of T&E requirements with existing T&E capabilities.	40%
T0+8 Months	Meeting No 4 (EDA premises, Brussels)	D5: Progress Report No 3 D6: Software design for TEGA Functionality - Backlog Sprint Proposals	
T0+12 Months	Meeting No 5 (EDA premises, Brussels)	- D7: Final Study Report - D8: Annual TEGA Booklet - D9: Handbook for TEGA procedure - D10: Backlog Sprint Plan for TEGA functionalities	60%

1.6.3. Intellectual property rights

Please see Art. II.13 of the draft framework contract, provided in Annex 4.7 of the present tender specifications.

The Final Study Report will be published by EDA. The results could be considered for implementation in EDA's Project and Programme Management Mechanisms.

Presented technical proposals for optimized links will be considered for further IT tool developments in 2017.

1.7. REQUIREMENTS FOR THE DELIVERABLES

1.7.1. Intermediate outputs and deliverables

The interim progress reports listed in Section 1.6.2 shall be written in English and shall be released on electronic support (Microsoft Office, PDF).

1.7.2. Final output and deliverables

The Final Study Report shall be delivered and presented to EDA by the end of the period of the execution of the tasks specified in the specific contract. It shall contain all products and documents provided during the contractual period including a PowerPoint Presentation and a publishable Executive Summary, no longer than 10 pages, identifying the key conclusions and recommendations. The executive summary shall not contain any classified/proprietary information. Reports may have Annexes/Appendices.

The contractor shall also release a handbook which describes the gap analysis standard procedure as proposed in the study.

The contractor will be expected to present the final results of the study to EDA and participating Member States of the DTEB Plenary Group in Brussels. Following the final results presentation, the contracted party shall revise/update as appropriate the Final Report (including executive summary) within a maximum of 30 days, taking into consideration the EDA Member States' comments and feedback.

If the Contractor intends to communicate or to transfer in any form to a third party or to develop for a later use the information gathered in the process of this study, it has to seek

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

1.7.3. Structure and Graphic Requirements

The delivery of the final study report shall be in accordance with the following requirements:

- All deliverables and associated documentation to be produced in the frame of present contract shall be provided in English. A quality control by an English native speaker shall precede the released documents.
- The contractual deliverables shall be delivered in accordance with the following requirements:
 - All contractual deliverables shall be delivered in word and .pdf format and presentations in .ppt format on a USB stick/flash drive, to be a master copy with documents in editable form.
 - The Final Report, the Executive Summary and the annual booklet shall be copied in 30 USB stick/flash drive to be distributed to EDA participating Member States.
 - All USB stick/flash drives should be dully packed, identified with EDA logo, name of the study, date and copy number.
 - The contractor shall deliver 3 paper copies of the handbook which describes the gap analysis standard procedure as proposed in the study.
 - The contractor shall also deliver 3 paper copies of the Final Report and the Executive Summary.

All studies produced for EDA must conform to the corporate visual identity of EDA: to this purpose, EDA will put examples of previous studies at the contractor´s disposal.

The final study report shall include:

- an abstract of no more than 200 words and an executive summary of maximum 10 pages, in English;
- the following standard disclaimer:

“This study was commissioned by the European Defence Agency in response to the invitation to tender No. The study does not, however, express the Agency’s official views. The views expressed and all recommendations made are those of the authors.

This study as well as any other results and rights obtained in performance of the ensuing contract, including copyright and other intellectual or industrial property rights, shall be owned solely by the Agency, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation, except where industrial or intellectual property rights exist prior to the contract being entered into force. In such a case, the concerned elements of the study (e.g. a photo, a diagram) are accompanied with a clear disclaimer of the copyright holder”.

1.7.4. Approval Process for the Deliverables

EDA shall have two weeks to submit comments and the contracted party shall have one week to address received comments. EDA shall then have two weeks to operationally accept or reject the deliverable. This procedure may be repeated until the deliverables' quality level was ascertained as acceptable by EDA.

It shall be the contracted party's sole responsibility to manage all aspects of the specific contract and provide the deliverables with the required quality, in the required time scales.

2. THE FRAMEWORK CONTRACT

The draft framework contract is included in Annex 4.7 to the present Tender Specifications.

2.1. NATURE OF THE FRAMEWORK CONTRACT

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

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

The framework contract shall enter into force on the date it is signed by the last contracted party (expected to be signed by last quarter of 2018).

The overall duration of the framework contract shall not exceed 48 months, including the renewals (see Art. I.3 of the draft framework contract provided in Annex 4.7).

The signature of the framework contract imposes no obligation on EDA to purchase. Only implementation of the framework contract through specific contract(s) or order form(s) is binding on EDA. The execution of the tasks – by means of the signature of individual specific contracts or order forms under the framework contract may not start before the framework service/supply contract and the subsequent specific contract (s)/order form (s) have been signed.

2.3. MAXIMUM VALUE OF THE FRAMEWORK CONTRACT

The maximum value of the framework contract is EUR 140 000.

2.4. TERMS OF PAYMENT

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

A payment scheme shall be set up for each forthcoming specific contract/order form.

2.5. PLACE OF PERFORMANCE

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

2.6. SUBCONTRACTING

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

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

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

Accordingly:

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

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

Under no circumstances can the contractor avoid liability towards EDA on the grounds that the subcontractor is at fault. The contractor remains fully responsible for timely execution.

A contract which includes subcontracting is subject to certain general conditions - in particular the provisions on subcontracting, checks and audits, and confidentiality. Where justified by the subject matter of the contract, a statement of confidentiality may be required to be submitted to EDA. The subcontracting arrangement between the contractor and subcontractor is to render all contractual obligations with regard to EDA directly applicable to the subcontractor.

Consequently, the tender shall clearly identify the subcontractor(s) and document their willingness to accept the tasks and their acceptance of the terms and conditions set out in the tendering specifications and in particular article II.24 of the standard service contract by returning the Subcontractor Letter of Intent in annex to the tender specifications, filled in and signed (insert in e-Submission under: '*Attachments*' section -> '*Technical and professional capacity*' tab).

Tenderers shall inform the subcontractor(s), and include in their subcontracting documents, that Article II.24 of the draft framework contract may be applied to subcontractors.

Once the framework contract has been signed, Article II.10 of the above-mentioned service framework contract shall govern the subcontracting.

Special attention of tenderers is brought to Article II.10.4 of the draft framework contract according to which EDA may request the contractor to replace a subcontractor found to be in a situation provided for in points (d) and (e) of Article II.18.1 of the draft framework contract.

Tenderers are required to identify all subcontractors whose share of the contract is above 10% and whose capacity is necessary to fulfil the selection criteria.

Any change in subcontracting during the procurement procedure may lead to the rejection of the tender. Any change in subcontracting after the signature of the contract may lead to the termination of the contract. During contract performance, the change of any subcontractor identified in the tender or additional subcontracting will be subject to prior written authorisation from EDA.

2.7. JOINT TENDERS

A joint tender is a situation where a tender is submitted by a group of tenderers. Joint tenders may include subcontractors in addition to the members of the group. If awarded the contract, the tenderers of the group will have an equal standing towards EDA in executing supply, service or works contracts.

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 one before the contract is signed, should this change be necessary for proper performance of the contract. This can take the form of an entity with or without legal personality but offering sufficient protection of EDA's contractual interests (depending on the Member State concerned, this may be, for example, a consortium or a temporary association).

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

In case of joint tender, all members of the group assume joint and several liability towards EDA for the performance of the contract as a whole, i.e. both financial and operational liability. Nevertheless, one member of the consortium must be designated as lead partner ("consortium leader"). The consortium leader will have full authority to bind the consortium and each of its members, and will be responsible for the administrative management of the contract (invoicing, receiving payments, etc.) as well as operational management of the contract on behalf of all other entities.

To this end all members of the consortium shall sign a power of attorney (in annex to the tender specifications). This document must be scanned and included in the offer (insert in e-Submission under: 'Attachments' section -> '*Technical and professional capacity*' tab).

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

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

After the award, EDA will sign the contract with the consortium leader on behalf of all members of the group, authorised by the other members via powers of attorney.

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

Any change in the composition of the group during the procurement procedure may lead to the rejection of the tender. During contract performance, any change in the composition of the group may lead to the termination of the contract.

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

2.8.SECURITY STANDARDS

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

The overall classification of the present framework contract is Unclassified.

2.9. GUARANTEES

Not applicable.

3. THE PROCUREMENT PROCEDURE

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

This procurement procedure is governed by Title V of Regulation (EU, Euratom) No 966/2012 of the European Parliament and the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union, as amended by Regulation (EU, Euratom) No 2015/1929 of the European Parliament and the Council of 28 October 2015, as well as its Rules of Application (Commission Delegated Regulation (EU, Euratom) No 1268/2012 of 29 October 2012, amended by Commission Delegated Regulation (EU) C(2015)7555 of 30 October 2015.

3.1. PREPARATION OF TENDERS

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

3.1.1. Contents of the tender

3.1.1.1. Structure of the tender

All tenders shall consist of five sections as indicated below:

Section	Where to insert in e-Submission
Section one: Administrative information	'Attachments' section ->'Legal and regulatory capacity' tab
Section two: Exclusion and selection criteria form	'Required fields' section'
Section three: Evidence relating to the selection criteria	'Attachments' section ->'Economic and financial capacity' tab 'Attachments' section ->'Technical and professional capacity' tab
Section four: Technical Proposal – Addressing technical specifications and award criteria	'Tender Data' section ->'Technical tender' tab
Section five: Financial Proposal	'Tender Data' section ->'Financial tender' tab

Detailed provisions regarding the content of each proposal are provided in Section 3.5.

3.1.1.2. Conformity of the tender

Tenders shall be prepared in accordance with the terms and conditions set out in this invitation to tender, in the tender specifications and in the draft framework contract. Non-conformity with the minimum requirements described in section 1 will result in rejection from award. EDA will also reject tenders where no technical proposals or financial proposals are included.

Tenderers are to note that variants are not allowed.

The tender must comply with applicable environmental, social and labour law obligations established by Union law, national legislation, collective agreements or the international environmental, social and labour conventions listed in Annex X to Directive 2014/24/EU³.

Contact between tenderers and EDA before the final date for submission of tenders

Tenders shall also be prepared duly taking into account any clarifications and/or corrections issued by EDA, as indicated hereafter. With regard to clarifications or corrections, contacts between EDA and tenderers, before the final date for submission of tenders, may take place only in exceptional circumstances and under the following conditions only:

- * EDA may, on its own initiative, inform interested parties of any error, inaccuracy, omission or other clerical error in the text of the procurement documents.

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

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

Any request for additional information must be made in writing only through the eTendering website in the “questions and answers” tab by clicking “create a question” (registration on TED e-Tendering is required to be able to create and submit a question).

³ Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC (OJ L 94, 28.3.2014, p. 65).

Insofar as it has been requested in good time, the additional information will be made available to all economic operators interested in this call, no later than six days before the submission deadline for tenders, via the eTendering website.

Potential tenderers are encouraged to formulate, at least six working days before the time limit to submit tenders, any remark, complaint or objection they would have in relation to all aspects of these procurement documents in order that EDA can evaluate the need for corrective measures and implement them before the submission of tenders.

Answers to requests for additional information will be published solely on the eTendering website, under the eTendering link used to access the procurement documents. The website will be updated regularly. It is the responsibility of the tenderer to check regularly for updates and modifications. They may also subscribe to the call for tenders in order to automatically receive notifications for any updates of the tendering documentation/publication of new documents.

Any additional information or clarification provided by EDA, through the eTendering website, before the final date for submission of tenders shall be considered part of the minimum requirements of the procurement documents.

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

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

3.1.2. Form of the tender

- Tenders shall be perfectly legible so that there can be no doubt as to words and figures.
- Tenders shall be clear and concise. They must be complete and consistent with all the requirements and instructions laid down in the tender specifications.
- Tenders shall be written in one of the official languages of the European Union. The contract (and its deliverables) will be implemented in English. Tenderers are requested to submit a copy of their technical proposal in English.
- Tenderers shall include all the information and documents requested by EDA in order to assess the tender. To help tenderers presenting a complete tender, a checklist of the documents to be submitted is provided in annex to the tender specifications. This

checklist does not need to be included in the tender but we encourage to use it in order to ease the assessment of the tenders.

3.2.SUBMISSION OF TENDERS

3.2.1. How to submit a tender

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

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

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

<https://eda.europa.eu/docs/default-source/procurement-library/quick-e-submission-guide-for-economic-operators-applicable-for-call-for-tenders-published-as-of-22-03-18.pdf> **The deadline for the receipt of tenders ("Receipt Time Limit") is 13/09/2018, at 17h00 (Brussels time)**

The tender (including the scanned copy of the signed Tender Report and all documents) must be fully uploaded and received within the "Receipt Time Limit" indicated above.

Please note that the tenderer is responsible to ensure that their full tender (all required documents and evidence) reaches the destination in due time. To avoid any difficulties with regard to late receipt/non-receipt of tenders within the deadline, tenderers are advised to initiate their tender submission (in eSubmission) as early as possible. The time

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

Evidence of timely receipt will be constituted by the timestamp in the '*Tender Reception Confirmation*' which will be sent to your e-Submission mailbox.

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

Make sure you submit your tender on time: tenderers are advised to start completing their tender early and not to wait until the last moment (Receipt Time Limit) to submit their tenders. To avoid any complications with regard to late receipt/non-receipt of tenders within the deadline, please ensure that your tender is submitted several hours before the deadline.

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

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

- ☎ +(32) 229 71063
- ✉ DIGIT-EPROCUREMENT-SUPPORT@ec.europa.eu

Please note that the support line is open from 8:00 until 18:00 (Brussels time), on all EDA working days.

After submitting a tender, but before the deadline for receipt of tenders, a tenderer may definitively withdraw its tender, or withdraw it and replace it with a new one⁴. In these cases, the tenderer must send a withdrawal/replacement notification, clearly specifying the call for tender's reference and the e-Submission ID of the tender⁵ being

⁴ To submit a new version, the tenderer must create a new tender in e-Submission and include all the information and documents required in the procurement documents with the submission of a tender, even if some of them have already been included in the replaced tender.

⁵ The e-Submission ID of the tender can be found on the left-hand side of the screen of the tender in e-Submission as well as in the tender reception confirmation.

withdrawn/replaced. The notification must be dated, signed by the tenderer or the group leader in case of a joint tender and sent as follows:

-by e-mail sent before the deadline for receipt of tenders to the contracting authority's e-mail address: procurement@eda.europa.eu;

3.2.2. Acceptance of terms and conditions

Submission of a tender implies acceptance of the terms and conditions set out in this invitation to tender, in the tendering specifications and in the draft framework contract and, where appropriate, waiver of the tenderer's own general or specific terms and conditions. It is binding on the tenderer to whom the contract is awarded for the duration of the contract.

3.2.3. Period of validity of the tender

The period of validity of the tender, during which tenderers may not modify the terms of their tenders in any respect, is 6 months from the final date for submitting tenders.

3.3.OPENING OF TENDERS

The received electronic tenders will be opened on **14/09/2018 at 10h00** Brussels time, at the following location:

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

An authorised representative of each tenderer may attend the opening of the tenders. Companies wishing to attend are requested to notify their intention by sending an e-mail to procurement@eda.europa.eu at least 48 hours in advance. This notification shall be signed by an authorised officer of the tenderer and specify the name of the person who will attend the opening of the tenders on the tenderer's behalf. On the day of opening the representatives of tenderers shall present the 'Tender Reception Confirmation' sent by the e-Submission application in order to be allowed to attend the opening meeting.

3.4.PROCESSING OF TENDERS

3.4.1. Protection of Personal Data

If processing your reply to the invitation to tender involves the recording and processing of personal data (such as your name, address and CV), such data will be processed by EDA in accordance with Article 31 of Council Decision (CSFP) 2015/1835 which establishes that the rules laid down in Regulation (EC) No 45/2001⁶ shall apply to the processing of personal data by EDA.

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

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

You are informed that for the purposes of safeguarding the financial interest of the Union, your personal data may be transferred to Internal Audit, to the College of Auditors or to any other body to ensure the adequate implementation of Checks and Audits (Article II.24 of the draft framework contract in annex to the tender specifications).

Data of economic operators which are in one of the situations of exclusion, referred to in Article 106 of the Regulation (EU, Euratom) No 966/2012 of the European Parliament and the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union, as amended by Regulation (EU, Euratom) No 2015/1929 of the European Parliament and the Council of 28 October 2015, may be included in a central database and communicated to the designated persons of EDA, other institutions, agencies, authorities and bodies. This refers as well to the persons with powers of representation, decision making or control over the said economic operators. Any party entered into the database has the right to be informed of the data concerning it, by sending a request by e-mail to procurement@eda.europa.eu.

⁶ Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data.

3.4.2. Protection of EU Classified Information

EDA will process any information in accordance with the rules of the classification level indicated in the section “Security Standards” above. Several obligations for tenderers and the Contractor derive from this classification.

3.4.3. Confidentiality of Tenders

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

3.4.4. Correction or clarification of information in the tenders

Contact between tenderer and EDA after the opening of tenders

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

- If clarification or additional evidence in relation to the exclusion and selection criteria is required.
- If clarification is requested or if obvious clerical errors in the tender need to be corrected, provided that the terms of the tender are not modified as a result.

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

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

3.5.EVALUATION OF TENDERS

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

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

The aim of each of these stages is:

- To verify, in the first stage, that the tenderer has access to the procurement procedure of EDA.
- to verify in the second stage (exclusion criteria) whether tenderers can take part in the tendering procedure and, where applicable, be awarded the contract;
- to verify in the third stage (selection criteria) the economic and financial and technical and professional capacity of each tenderer who has passed the exclusion stage;
- to verify in the fourth stage compliance with the minimum requirements specified in the procurement documents;
- to assess in the fifth stage, based on the award criteria, the technical and financial tenders and establish a ranking list, by order of merit, of all tenders having passed the previous stages as well as the quality thresholds set for the assessment of the award criteria.

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

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

Participation in EDA's public procurement procedures is open on equal terms, to all natural and legal persons coming within the scope of the EU Treaties. When applying the rules of access to the market, it is the country where the tenderer is established which is to be considered. As regards a natural person, it is the State in which the person has his domicile.

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

The relevant international agreements in the field of public procurement are the Stabilization and Association Agreements (SAA) and the European Economic Area Agreement (EEA). Currently, the following countries have signed and ratified the above

Agreements and therefore economic operators established in Iceland, Liechtenstein, Norway, FYROM, Albania, Montenegro, Serbia, Kosovo, Bosnia and Herzegovina also have the right to participate in EDA's public procurement procedures.

For contracts with overall classification RESTREINT UE/EU RESTRICTED or above (see section Security Standards) the following rule shall apply. In accordance with Annex V (21) of the Council Decision 2013/488/EU of 23 September 2013 on the security rules for protecting EU classified information, tenderers shall not include in their proposals subcontracting to industrial or other entities registered in a non-EU Member State which has not concluded a security of information Agreement with EDA. Currently, Norway has concluded a security of information Agreement with EDA.

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

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

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

- A. In the e-submission application, under '*Identification of the Tenderer*' section Click 'Add new' to identify each entity participating in the tender (please refer to p. 5-6 of the "Quick e-Submission Guide for Economic Operators Applicable for Call for Tenders Published as of 22-03-18" available under the link: <https://eda.europa.eu/docs/default-source/procurement-library/quick-e-submission-guide-for-economic-operators-applicable-for-call-for-tenders-published-as-of-22-03-18.pdf>).

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

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

The form needs to be printed, filled in, signed and then scanned and uploaded, together with the supporting evidence, to the section '*Attachments*' -> '*other documents*' tab.

A standard template in each EU language is available at:

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 the following information, the tender shall include:

For private and public entities:

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

For Individuals:

- Where applicable a proof of registration, as prescribed in their country of establishment, on one of the professional or trade registers or any other official document showing the registration number. In case of a joint tender, all tenderers part of a consortium must provide their legal entity files as well as the necessary evidence.

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

The form needs to be printed, filled in, signed and then scanned and uploaded, together with the supporting evidence, to the section '*Attachments*' -> '*other documents*' tab.

The form is available at the following Internet address:

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

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

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

3.5.2. Stage 2 – application of exclusion criteria (grounds for disqualification)

In accordance with Article 107 of the *Regulation (EU, Euratom) No 966/2012 of the European Parliament and the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union*, as amended by *Regulation (EU, Euratom) No 2015/1929 of the European Parliament and the Council of 28 October 2015*, a contract for a given procedure may not be awarded to an economic operator who:

- is in an exclusion situation established in accordance with Article 106;
- has misrepresented the information required as a condition for participating in the procedure or has failed to supply that information;
- was previously involved in the preparation of procurement documents where this entails a distortion of competition that cannot be remedied otherwise.

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

Evidence relating to the exclusion criteria (Section Two)

Tenderers or their representatives shall provide a declaration on their honour, duly signed and dated in which they:

1. state whether they are in one or more of the situations referred to in Articles 106 and 107 of the Financial Regulation and detailed in the form;
2. state whether they fulfil the selection criteria;
3. undertake to submit to EDA any additional document relating to the exclusion/selection criteria, that EDA considers necessary to perform its checks, within fifteen calendar days following the receipt of EDA's request.

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

This declaration(s) must be filled in, signed by an authorised representative, scanned and uploaded to the e-Submission application under '*Attachments*' section -> '*Declaration on honour*'.

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

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

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

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

<u>SELECTION CRITERIA</u>
1. ECONOMIC AND FINANCIAL CAPACITY
1.1 The tenderer must have a minimum annual turnover for the last three financial years for which accounts of 150 000 EUR have been closed.
2. TECHNICAL AND PROFESSIONAL CAPACITY
<p data-bbox="272 562 894 590">2.1 <u>Minimum capacity level relating to tenderers:</u></p> <p data-bbox="272 646 1362 779">The tenderer shall have expertise in the field of defence capability development and/or defence standardisation, proven by the successful completion of at least 2 projects (with minimum value for each project of 50 000 EUR) in the last three years.</p> <p data-bbox="272 835 1162 863">2.2 <u>Minimum capacity level relating to the team delivering the service:</u></p> <ul data-bbox="321 919 1362 1472" style="list-style-type: none"> <li data-bbox="321 919 1362 1052">• 1 Project Manager with a minimum of 5 years' experience in conducting projects at international level, with special dimension given to international relations, engineering, political science or equivalent. <li data-bbox="321 1073 1362 1157">• 1 expert* with a minimum 3 years' experience in defence Test & Evaluation capability analysis. <li data-bbox="321 1178 1362 1220">• 1 expert* with a minimum of 3 years' experience in T&E requirements analysis. <li data-bbox="321 1230 1362 1314">• 1 expert* with a minimum of 3 years' experience in capability gap analysis in defence. <li data-bbox="321 1335 1362 1377">• 1 expert with a minimum of 3 years' experience in defence standardisation. <li data-bbox="321 1388 1362 1472">• 1 expert with a minimum of 2 years' experience in designing software requirements based on backlog procedures. <p data-bbox="272 1528 1362 1661">All the experts must be highly proficient in spoken and written English - C1 or C2 (Common European Framework of Reference for Languages of the Council of Europe), or equivalent.</p> <p data-bbox="305 1696 1362 1755">* The profiles marked with “*” may be covered by the same person, if the condition related to experience is met.</p>

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 the economic operator's 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 guarantees.

If the third party chooses to sign the contract, the contracting authority shall ensure that it is not in exclusion situation and it has access to the market.

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

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

The selection criteria remain applicable throughout the whole performance of the contract. Therefore, when replacing a subcontractor, or a member of the team delivering the service, the contractor must ensure that the proposed subcontractor or team member complies with the relevant minimum capacity levels set above.

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

Tenderers (in case of joint tender, the relevant members of the consortium) shall provide proof of their economic and financial capacity by submitting the following documents:

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

Documents certifying financial and economic capacity must be uploaded to the e-Submission application under: '*Attachments*' section -> '*Economic and financial capacity*' tab.

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

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

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

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

This evidence refers to selection criteria 2.1:

- An acceptance certificate, or any other document, proving the successful completion of the required number of projects;
- A list of relevant services provided in the past three years, with sums, dates and recipients, public or private, describing the services provided with respect to the requirements laid out above. The most important services shall be accompanied by certificates of satisfactory execution, specifying that they have been carried out in a professional manner and have been fully completed (where applicable).

This evidence refers to selection criteria 2.2:

- The CVs (following the Europass curriculum vitae format⁷) of experts detailing the educational and professional qualifications and experience. Each CV provided shall indicate the intended function in the delivery of the service. The precise contractual link with the tenderer must also be included.

For all selection criteria above:

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

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

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

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

3.5.4. Stages 4 and 5 – verification of compliance with the minimum requirements and application of award criteria (assessment of tenders)

The contracting authority will verify compliance of the tenders with the minimum requirements specified in the procurement documents. The tenders that will be considered compliant will be admitted to the award stage.

The contract will be awarded based on the most economically advantageous tender, according to the 'best price-quality ratio' award method.

⁷ <http://europass.cedefop.europa.eu/en/home>

3.5.4.1. Technical Award Criteria

The quality of the tender will be evaluated based on the following criteria:

No	Qualitative award criteria	Weighting (max. points)
1	Quality of the proposed methodology for Specific Contract No.1 Relevance, completeness and viability of the proposed methodology and manner in which the tasks corresponding to Specific Contract No.1, described in Section 1.4 of the present tender specifications, will be executed, and the completeness of the draft Consultation Strategy.	50
2	Quality of the proposed schedule management for Specific Contract No.1 This criterion will assess the proposed work breakdown structure regarding tasks, deliverables, milestones etc.	10
3	Quality of the proposed resource management for Specific Contract No.1 This criterion will assess how the roles and responsibilities of the proposed team and of the economic operators (in case of joint tenders, including subcontractors if applicable) are distributed to address each task. It also assesses the global allocation of time and resources to the project and to each task or deliverable, and whether this allocation is adequate for the work.	20
4	Quality of the proposed quality management for Specific Contract No.1. This criterion will assess the quality system applied to the service foreseen in these tender specifications (concerning the quality of the deliverables, the language quality check, and continuity of the service in case of absence of a team member).	10
5	Quality of the proposed risk management for Specific Contract No.1. This criterion will assess the identification of risks and mitigation measures applied to this system.	10
Total Number of Points for Technical Quality Score		100

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

Tenders scoring

- * less than 70 % in the overall points total or
 - * less than 50 % in the points awarded for a single criterion
- will be excluded from the rest of the assessment procedure.

3.5.4.2. Technical Proposal (Section Four)

Tenderers shall include in their tenders the technical proposal addressing all aspects detailed in the technical specifications concerning Specific Contract No 1, which is in fact a real scenario. The technical proposal shall comply with the technical specifications and provide, as a minimum, the information specifically requested.

The above-listed qualitative award criteria shall be used to assess the tenderers' technical proposals concerning the methodology, means and resources employed to execute the tasks under Specific Contract No 1, whose specifications are provided in Section 1.4.

Tenders should be structured consistently with the pre-set award criteria and should include all detailed information and documentation to allow the Evaluation Committee to assess all the qualitative award criteria mentioned above. Due consideration shall be given to the award criteria and method stipulated above.

Tenders shall elaborate on all points addressed by the specifications covering Specific Contract No 1 in order to score as many points as possible. The mere repetition of mandatory requirements set out in these specifications, without going into details or without giving any added value, will only result in a very low score. In addition, if certain essential points of these specifications are not expressively covered by the tender, EDA may decide to give a zero mark for the relevant qualitative award criteria specified in the above section. The following aspects should in particular be taken into consideration when drafting a tender:

Proposed methodology.

- A **draft Management Plan**⁸ on the planning and methodology for executing all the services and deliverables for Specific Contract No.1. As a minimum this should include:
 - evidence that the tenderer takes responsibility for the general objectives of the contract, demonstrates a good understanding of the subject matter, the scope and that they can produce the required results;
 - any potential relevant modification in the logic of the services and deliverables to improve the expected results.
- A **draft Consultation Strategy**⁹ shall contain an explanation of how the tenderer intends to identify, access and exploit sources of information relating to the objectives of Specific Contract No.1. and how stakeholders, institutions, organisations, experts will be consulted.

Advice on how EDA could realise and measure benefits expected from the project.

Proposed timescale for delivering the project under Specific Contract No.1.

- A Work Schedule in the format of a Gantt Chart (to be submitted electronically and ideally as an MS Project file) that depicts project phases, their associated tasks and work packages together with key milestones and deliverable points;
- The **timetable**, structure and preparation of initial, periodic update and end-of stage meetings/presentations/workshops (for both internal and external parties) planned within the duration of the contract, and;

⁸ The **final version of the Management Plan** shall be finalised and delivered by the Contractor in an electronic version **two weeks after the kick-off meeting**, having endorsed all issues/comments raised by EDA at this time. The Management Plan shall be updated as required over the duration of the contract.

⁹ The Consultation Strategy shall be an **integral part of the tender**, along with the Management Plan, and shall be updated as necessary. The **final version of the Consultation Strategy** shall be delivered with the final Management Plan, **two weeks after the kick-off meeting**. The Contractor should avoid **over-burdening EDA's stakeholders with questionnaires**. The use of viable alternative methods should be considered (e.g. separate meetings with pMS and other stakeholders). The tenderer has responsibility for all phases of the implementation of the Management Plan and the Consultation Strategy. They must submit timely written reports to the Agency through regularly e-mailing the EDA's relevant Project Officer. This should take into consideration possible technical or managerial problems or obstacles that may affect its capability to undertake the deliverables according to the terms of the contract. This should also include a contingency plan.

- An explanation of the **reporting and monitoring regime** to ensure appropriate decisions and outputs are reported/monitored in due time, including appropriate interaction with EDA and its representatives.

Proposed Resource Management for Specific Contract No.1.

- A description of the **resource** requirements to deliver the project including:
 - The level of resource proposed;
 - The composition of teams assigned to each project phase;
 - Inputs from any third parties (not out-sourced activities)
 - Activities to be out-sourced to sub-contractors and the % contribution to achievement of the relevant deliverable to be out-sourced
 - A breakdown of workshare if activities are outsourced to multiple sub-contractors;
- A description of key **technologies** that will be employed to achieve deliverables and their level of maturity;

The tender shall provide details on the allocation of time and resources and the rationale for these choices.

Proposed quality management for Specific Contract No.1.

- An outline of the **quality** events to be undertaken within a task or work package. This may include any reviews, inspection points, testing, pilots and acceptance points, as relevant, to achieve the functional and technical specifications required for each deliverable;

The quality system should be specific to the tasks at hand and detailed in the tender; a generic quality system will result in a low score.

Proposed risk management

- An **analysis of risks** that have been identified and assessed, the level of tolerance established
- Actions to manage key risks, particularly response plans for any that require mitigation;

- Safeguards to preserve intellectual property and adherence to security classification, as relevant.

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

Please note that, to grant equal treatment of all tenders, it is not possible to modify tenders after their submission in relation to the technical and financial proposals. Incomplete technical or financial proposal may have a considerable negative impact on the evaluation of award criteria. Please note also, that tenders deviating from the technical specifications and/or not meeting the minimum requirements set in the procurement documents shall be considered as irregular and consequently be rejected.

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

3.5.4.3. Financial Award Criterion

Financial award criterion	
Financial score: Price of the lowest admissible tender received	
$\frac{\text{Price of your tender}}{\text{Price of the lowest admissible tender received}} \times 100$	

! Tenders presenting a price higher than the maximum amount of **€ 75 000** shall be automatically excluded from the rest of the assessment procedure.

3.5.4.4. Financial Proposal (Section Five)

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

The complete financial proposal needs to be uploaded to the section '*Tender Data*' -> '*Financial tender*' tab.

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

- Prices shall be expressed in euros.
- Prices shall be quoted free of all duties, taxes and other charges, i.e. also free of VAT. EDA is exempted from such charges in the EU in accordance with Article 27.3 of *Council Decision (CFSP) 2015/1835 of 12 October 2015*.
- Tenders involving more than one legal entity (including subcontractors) must specify the amounts for each legal entity.
- Prices shall be fixed and not subject to revision.
- **The reference price for the award of the framework contract shall consist of the total cost for the execution of the tasks envisaged under Specific Contract No 1 (see Section 1.4 of the present tender specifications). This price shall be all inclusive and not conditional.**
- A Cost Breakdown Structure (CBS) shall be submitted by the tenderer to show what efforts and at what unit prices (i.e. number of man-days, experts' daily fees, travel and accommodation costs if applicable) have been used to elaborate the financial offer.
- Incomplete submission of the financial proposal or any alteration of the model form may result in the rejection of the tender.
- The contracting authority may reject abnormally low tenders, in particular if it is established that the tenderer or a subcontractor does not comply with applicable obligations in the fields of environmental, social and labour law.

3.5.4.5. Final Evaluation

The contract will be awarded to the most economically advantageous tender, i.e. the tender offering the best price-quality ratio, determined in accordance with the formula below.

Final Evaluation
Final Score: (Technical quality score x 0.7) + (financial score x 0.3)

EDA will reject tenders where no technical offers or financial offers are proposed. Non-compliance with the minimum requirements in section 1 will also result in rejection from award.

EDA reserves the right, however, to request clarification of the tender after the opening. Furthermore, it may require (additional) evidence in relation to the administrative information, exclusion and selection criteria. The information required shall be provided within a time-limit stipulated in the EDA's request and under the conditions explained in section 3.4.4

3.6.AWARD OF THE CONTRACT AND NOTIFICATION TO TENDERERS

EDA will inform tenderers of decisions reached concerning the award of the contract, including the grounds for any decision not to award a contract or to recommence the procedure.

EDA will inform all rejected tenderers of the reasons for their rejection and all tenderers, who are not in an exclusion situation and whose tender is compliant with the requirements of the procurement documents, of the characteristics and relative advantages of the selected tender and the name of the successful tenderer

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

All tenderers will be informed of the outcome of this procedure by e-mail. The notification will be sent to the e-mail address provided in the e-Submission application for the tenderer (group leader in case of a joint tender) under the section Tender Contact Info. The same e-mail address will be used by the contracting authority for all other communications with the tenderer. It is the tenderer's responsibility to provide a valid e-mail address and to check it regularly. Please make sure that the communication from EDA is not classified as spam mail.

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

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

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

After the award, during standstill period, EDA will request to the tenderer (and to the consortium members when applicable) proposed for award the evidence on exclusion criteria referred to in the Exclusion-Selection Criteria Form in annex to the tender specifications. If this evidence was not provided or proved to be unsatisfactory EDA reserves the right to cancel the award procedure or to change the award decision to the benefit of the next best ranked tenderer on condition that he satisfies with the provision of the evidence on exclusion.

The tenderer to whom the contract is to be awarded shall provide, within the 10 calendar days following the receipt of the letter informing him of the proposed award of the contract and preceding the signature of the contract, the evidence confirming the declaration on honour (see directly the text of Exclusion-Selection Criteria Form in annex to the tender specifications).

EDA may waive the obligation of a tenderer to submit the documentary evidence referred to in the first two points if such evidence has already been submitted to it for the purposes of another procurement procedure and provided that the issuing date of the documents does not exceed one year and that they are still valid. In such a case, the tenderer shall declare on his honour that the documentary evidence has already been provided to EDA in a previous procurement procedure and confirm that no changes in his situation have occurred. He shall indicate in its tender all the references necessary to allow EDA services to check this evidence.

The e-Certis web-site lists the certificates available in EU Member States:
<http://ec.europa.eu/markt/ecertis/login.do>

This invitation to tender is in no way binding on EDA. EDA's contractual obligation commences only upon signature of the contract with the successful tenderer. Up to the point of signature, the contracting authority may either abandon the procurement or cancel the award procedure. This decision shall be substantiated and the tenderers notified. No compensation may be claimed by tenderers whose tender has not been accepted, including when EDA decides not to award the contract.

4. ANNEXES

(Enclosed as separate documents)

4.1. Checklist of Documents to be Submitted in the E-Submission Application

4.2. Subcontractor – Letter of Intent

4.3. Power of Attorney

4.4. Exclusion and Selection Criteria Form

4.5. Financial and Economic Capacity Overview Form

4.6. Model Financial Proposal Form

4.7. Draft framework contract

4.8. Non-Disclosure Agreement