

Call for Tenders

17.ESI.OP.085

Service Contract for the provision of a study on
“disruptive technologies: from civil to defence, how
Nano-electronics and MEMs can bring new
capabilities”
(DiTech Nano)

**Open Procedure
TENDERING SPECIFICATIONS & DRAFT CONTRACT**

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1. INTRODUCTION TO THE EUROPEAN DEFENCE AGENCY

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

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

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

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

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

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

2. TECHNICAL SPECIFICATIONS

1.1. GENERAL BACKGROUND

Defence systems along with military capabilities are in continuous development and have to make use of the innovation outcomes produced in the commercial world. Key enabling electronic components are building blocks essential for achieving continuous enhancements and superiority of defence systems capabilities, especially in the sensor, communication, electronic warfare/protection, navigation, IT/cyber security as well as other relevant defence applications.

The civilian sector is now driving most of the innovation in the electronics sector: new applications (like smart house, self-driving cars, Internet of Things, Virtual Reality etc.) entail the development of new systems (neuromorphic compute, quantum computing, 3D holography etc.) which, in turn, push for new technologies (new semiconductors, new processes etc.). It is critical for defence stakeholders to assess the impact (opportunities and threats) of the developments in Nano-electronics, new sensors, novel electronic architecture. Non-European countries (US, South Korea, China) are investing massively to adapt these technologies to defence applications. During non-conventional and hybrid warfare, enemies used cheap technologies to get some tactical advantages (e.g. mini drone were used by ISIS to block progress of troops on the battlefield in Iraq).

The present procurement procedure aims at awarding a direct (i.e. one-off) service contract whose main deliverable will be a study. The overall objective of the study is to address advanced/disruptive components technologies for future defence applications which have been prioritized and endorsed as the most important ones by Member States' Captech National Coordinators (CNCs) and supported by the industry and research institutes' representatives (Captech non-Governmental Experts, CnGEs). The study has to provide a clear picture of civilian advanced technologies useable for defence purposes, the necessary actions to be undertaken to make them useable in a military context. The study, which is linked with the ongoing actions of the Captech Components to update the Strategic Research Agenda, is also expected to lead to further projects.

1.2. GENERAL AND SPECIFIC OBJECTIVES

The first aim of the study is to analyse potential disruptive technologies (e.g. ano-electronic, MEMS²...) for the development of a new generation of defence equipment.

The study shall identify technology gaps which can arise due to these disruptive technologies developed in the civilian sectors, specific defence requirements and risks to use these innovative technologies, and finally determine solutions including RD&T actions in the form of roadmaps, cost assessments as well as recommendations and way forward with a medium to long term perspective.

The study shall investigate the state of the art for the current and next generation technology in electronic components (e.g. Nano-electronic, MEMS...) and critical defence building blocks/functionalities enhancing and impacting on future strategic defence system capabilities. The study shall identify relevant European defence or dual use activities such as those related to procurement requiring early preparatory technology RD&T actions. It has to prepare for technology innovation and European strategic non-dependence sources, including design and manufacturing capabilities needed.

The study shall also exploit already existing roadmaps, mature and develop them further in short, medium and long term perspectives. It shall, to the extent possible, set the identified technologies in the context of future operational capabilities/requirements and relevant technology gaps for foreseeable procurement actions at European level.

The roadmaps and recommendations shall be developed for practical use and further development by participating Member States (pMS) especially for cooperative European RD&T planning and risk mitigation. Recommendations shall outline foreseeable technology gaps and actions, assess costs as well as efforts and establish priorities, considering pMS and strategic EDTIB³ perspectives. The study shall make recommendations, including further studies and/or projects, and shall indicate the appropriate fora/funding instruments to launch these studies/projects.

1.3. TASKS AND SCOPE

The following work packages (WP) are suggested to achieve the aim of the study. A proper work breakdown description has to be provided by the tenderer as part of its technical offer.

² MEMS: Micro Electro-Mechanical System

³ ETIB: European Defence Technological and Industrial Base

WP1- State of the art and review of new disruptive technologies in the field of Nano-electronics and MEMs and their potential application in defence to develop critical building blocks/functionalities enhancing and impacting on future strategic defence system capabilities.

A comprehensive review of the current state of the art in disruptive technologies in the civilian sector (e.g. automotive, industry) is the first aim of this WP. Specificities of these systems with regard to the commercial components have to be highlighted. Based on this review, an analysis and description have to be done of the relevant work and existing initiatives worldwide to develop components and related critical building blocks/functionalities for defence applications. The contractor shall perform an estimation of the future strategic defence system capabilities which will be strongly supported by electronics and require advanced technologies of components. A prioritization of those future capabilities shall be established based on a set of criteria proposed by the contractors and agreed by EDA.

There are many related initiatives, like those established in the US, that need to be analysed from different perspectives like quality, feasibility, business model or impact. Other countries from Asia, like China and South Korea, have applied different strategies and have achieved success in certain electronic and processing domains. Apart from those mentioned initiatives, any other experiences deemed to be relevant have to be analysed as well.

The study can include the organisation and exploitation of the results of at least one dedicated workshop on these topics, the purpose being to grab innovation from other domains, from innovative startups, and to attract non-traditional players. NB All the costs concerning this workshop have to be considered by the tenderer when preparing the financial offer (Annex 4.6).

The organisation of this workshop shall include as a minimum the selection of qualified speakers, a moderator (if needed), identification and invitation of participants (e.g. startups, innovative SMEs, RTOs...), preparation of workshop material. The tenderer may explore the possibility to combine this workshop with other existing or planned events/exhibition to optimize the attendance and the cost.

WP2 – Identification of relevant European defence procurement activities which require early preparatory technology RD&T actions, prepare for technology innovation, risk mitigation and European strategic non-dependence sources.

The contractor has to perform an estimate of the military capabilities where procurement activities should potentially be funded in Europe in the next 5 years and their link to these new technologies of components. The methodology to acquire this information needs to be explained in detail and to demonstrate the feasibility of the approach selected by the contractor. Any specific way to achieve collaboration between Ministries of Defence (MoD) has to be described. In parallel, through the

analysis of the trends in semiconductor technology developments, an estimate of the enabled defence capabilities expected in the near future supported by these advanced electronics technologies and their potentiality for application to future demands has to be performed as well.

Both through the examination of these potential procurement activities and the trends in future civilian technology sector of components, the contractor shall provide recommendations for actions to mitigate the associated risks that should be properly identified in the study. When the expected manufacturing sources for this new generation of technology/components are analysed, the contractor shall take into account the issue of non-European dependency. In this respect, needed design and manufacturing capabilities for Europe have to be addressed and recommended.

WP3 - Identification of technology gaps, specific defence requirements and risks associated.

This WP aims at analysing and identifying the technology gaps that future defence capabilities will suffer in the electronic domain, taking as a baseline the expected civil sector developments. When the future electronics devices will be used in defence applications, there would be specific requirements that will have to be addressed to allow for this application to be used for operational situations or missions. Those military requirements and the way to fulfil them should be described, analysed and assessed under this WP.

The need for and the feasibility of procedures and requisites for conformity or certification of the technologies shall be analysed to facilitate their integration. Analysis and recommendations shall be provided in order to make available clear an efficient processes for the certified modules or components. Security requirements have to be taken into account as well for these modules and components in view of the different cyber threats.

WP4 - Technology solutions including RD&T actions in the form of roadmaps, including effort and estimation of costs for short (1-3 years), mid (4-6 years) and long term (6-10 years) as well as recommendations and way forward considering pMS, the EDA Overarching Strategic Research Agenda (OSRA) as well as strategic EDTIB perspectives.

Roadmaps to implement the proposed technology solutions discussed and estimated in previous WPs have to be proposed. The roadmaps shall cover the short, medium and long time terms with indication of main milestones and rough budgets and human resources efforts required. The aim of these roadmaps is to give inputs for future initiatives and identifying funding opportunities from different sources. In order to do that, the rationale and justification for the different topics in the roadmaps shall be linked to the analysis done in the previous WPs and taking into account the developments proposed by OSRA and the previously mentioned procurement initiatives from pMS.

1.4.INPUT BY THE CONTRACTING AUTHORITY

For the purposes of tender preparation, the following background documents will be made available to tenderers upon requests and signature of a non-disclosure agreement (see Annex 4.8):

- OSRA methodology extract;
- SRA of Captech Components extract, SRAs from other CapTech on case by case;
- CeeDees list extract and executive summary.

IMPORTANT ! In order to obtain any of the above-listed documents, tenderers are requested to submit a request to the following e-mail address: procurement@eda.europa.eu along with a scanned copy of completed and signed Non Disclosure Agreement (Annex 4.8). EDA recommends for such request to be made in due time for preparation of tender.

1.5.REQUIREMENTS FOR THE SERVICES

1.5.1.Delivery Time and Meetings

It is envisaged that during the contract execution a minimum of 3 technical meetings will take place as described below (if deemed necessary, more meetings may be arranged at no additional costs):

- **Meeting 1:** Kick-off meeting to be held in the EDA premises in Brussels within 1 month after the contract signature. Kick-off meeting date will be referred as T0 and will be used to fix the exact date of consequent milestones. The contractor is expected to deliver the minutes of the kick-off meeting within two weeks' time after T0.

At the kick-off meeting, the contractor shall present its proposed Management Plan and the Consultation Strategy to be followed in conducting the study, based on/complementing further the drafts provided by the contractor as part of its technical offer. One week after the kick-off meeting, the contractor shall submit the final Management Plan which will take into account inputs received during the kick-off meeting, to EDA for final approval.

- **Meeting 2:** Mid-term progress review meeting to be held approximately T0+4,5 months in EDA premises in Brussels, unless otherwise agreed between EDA and the contractor.
- **Meeting 3:** Final meeting to be held at T0+9,5 months in EDA premises in Brussels, unless otherwise agreed between EDA and the contractor. During the meeting, the contractor will present the study/results and related deliverables to EDA and Member States.

At least one **workshop** shall be prepared during this period; details shall be provided during Meeting 1 on the organisation and selection of speakers; the presentation shall also include the most suitable approach to get the best audience (e.g. combined with another event, or completely independent). The contractor shall prepare the work needed regarding the content of the event. All meetings shall include a power point presentation of the work progress and a presentation of the status & overview of the remaining activities. Two weeks before each meeting the contractor shall provide the EDA project Officer (PO) with the draft agenda and material to be presented/discussed/approved during the upcoming meeting. The contractor shall provide the final agenda including EDA PO comments the day before the meeting, at the latest. The minutes of the meeting, gathering the relevant information/incorporating issues discussed during the meeting, and any related documentation (e.g. presentations made, materials distributed), shall be provided by the contractor to EDA within one week from the date of the meeting. Before the minutes are finalised, the contractor shall provide draft minutes for review/comments by EDA.

Apart from the meetings mentioned above, the contractor shall have regular contacts with the EDA PO to monitor contract implementation.

A summary of meetings and deliverables along with the foreseen timelines follow:

Meeting	Deliverables	Content	Date	Milestone
Kick-Off Meeting		Presentation of Contractor's methodological approach through draft Management Plan and Consultation Strategy.	T0	M1
	DO.1	PowerPoint presentation related to the Kick-Off Meeting including presentation of the Management Plan and Consultation Strategy .	T0	
	DO.2	Final Management Plan and Consultation Strategy, in line with the conclusions of the Kick-Off Meeting. Workshop proposal (draft organisation plan and draft list of topics).	T0+2 weeks	

	D1.1	Mid-term report including preliminary findings on WP1, WP2 and WP3. An interim proposal for roadmaps in WP4 is required as well.	T0+4 months	
	D1.2	PowerPoint presentation related to the Mid-term progress Review Meeting. Workshop proposal (final organisation plan and list of topics and speakers, and an invitation plan)	T0+4,5 months	
Mid-term Progress Review Meeting		Meeting where the progress of the different Work Packages will be presented.	T0+4,5 months	
	D2.1	Workshop outputs executive summary, detailed report including all presentations and conclusions.	T0+9 months	
	D2.2	Final report with findings on WP1, WP2, WP3 and WP4	T0+9 months	
	D2.3	Public Executive Summary: Identification of the key conclusions and recommendations of the study.	T0+9 months	M2
	D2.4	PowerPoint presentation related to the Final Meeting.	T0+9 months	
Final Meeting		Meeting where the complete work carried out in all Work Packages will be presented.	T0+9,5 months	

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

T0 (date of kick-off meeting) +[x] months

The timelines indicated by EDA are indicative and can be revised as appropriate to fit the proposed Management Plan and and Consultation Strategy.

1.6.REQUIREMENTS FOR THE DELIVERABLES

The list of contractual deliverables is as follows.

- D0.1: Management Plan and Consultation Strategy;
- D0.2: Final Management Plan and Consultation Strategy, in line with the conclusions of the Kick-Off Meeting. Workshop proposal (including a draft organisation plan and a draft list of topics);
- D1.1: Mid-term report including preliminary findings on WP1, WP2 and WP3. An interim proposal for roadmaps in WP4 is required as well;
- D1.2 PowerPoint presentation for the mid-term progress review meeting. The presentation will also include the final Workshop proposal (final organisation plan and list of topics and speakers, invitation plan);
- D2.1: Workshop outputs executive summary, detailed report including all presentations and conclusions;
- D2.2: Final Report including the final findings on WP1, WP2, WP3 and WP4;
- D2.3: Executive Publishable Summary identifying the key conclusions and recommendations of the study;
- D2.4: PowerPoint presentation for the final meeting.

The reports and all the study documentation deliverables shall be in the UK English language and shall be submitted two weeks before the respective established deadline electronically to the EDA PO identified in the contract (or the corresponding replacement) for approval. EDA shall have two weeks to submit comments after the corresponding delivery date. Subsequently, the contractor shall have two weeks to incorporate the comments. EDA shall have two weeks to accept or reject the deliverable through a revision procedure that can be repeated as long as the content of the deliverables is not consistent with EDA expectations.

Reports are allowed to have Annexes/Appendices. EDA shall be entitled to ask for clarifications and modifications of the elements and parameters of the deliverables and the Contractor shall provide such clarifications/modifications in writing. It shall be the Contractor's sole responsibility to manage all aspects of the contract and provide the deliverables with the required quality, in the required time scales.

All studies produced for EDA must conform to the corporate visual identity of EDA.

▪ **Management Plan**

The Contractor is expected to demonstrate its capability to carry out an effective management system to deliver all of the required services. Consequently, a draft Management Plan on the planning and methodology to be used to execute the contract, including the main expected challenges, is to be included in the tender. The draft Management Plan shall be an integral part of the technical offer and, as such, shall as a minimum:

- provide evidence that the Contractor takes responsibility for the general objectives of the study, including the organisation of the workshop, demonstrates a good understanding of the subject matter, the scope of the study and that the required results will be produced;
- propose any potential relevant modification in the logic of the study to improve its results;
- explain the organisation, methods and means intended to be used in the study; present the work break down structure proposed and its compliance level with the functional and technical specifications;
- provide a GANTT chart in MS project with logical dependencies for the conduct of the study;
- explain the reporting structure and tools offered (for the reports and intermediate periods between the reports: beginning of the project, core effort and ending of the project): work progress, achievements, remaining work and expected remaining spending, risks and difficulties, ways/mitigating measures to reduce and manage risk levels (including those factors that might impact negatively on meeting the timelines of the study) and report on corresponding actions, updates proposed to the project structure and schedule, etc.;
- quality control system applied to the service foreseen, concerning the quality of the deliverables, the language quality check, and continuity of the service in case of absence of a member of the team.
- explain risk management tools for capturing technical, financial and planning risks, as well as possible mitigation plan for risk identified already based on the study requirements ; and,
- explain study documentation management.

The final Management Plan shall be delivered by the Contractor one week after the kick-off meeting, having endorsed all issues/incorporated comments raised by EDA during the kick-off meeting.

Proposed updates to the Management Plan shall be submitted as required over the duration of the study, for EDA review and approval.

▪ **Consultation Strategy**

The Contractor is expected to effectively and efficiently identify, access and exploit sources of information relating to the contract objectives. To this end, a comprehensive and fit-for-purpose

Consultation Strategy needs to be set up with a view to illustrating how the relevant stakeholders, institutions, organisations, experts will be consulted. The Consultation Strategy shall aim at acquiring the most accurate and exhaustive information and data concerning the topics of the study. It shall also encompass the workshop required under WP1.

The Contractor should avoid over-burdening stakeholders with written questionnaires. The use of viable alternative methods should be considered (e.g. separate focus groups/meetings/confcalls). For all phases of the implementation of the Consultation Strategy the Contractor will have the responsibility to report in written form through regularly e-mailing the responsible EDA's PO. This has to be done timely and taking into consideration possible technical or managerial problems or obstacles (i.e.: delay of possible EDA's stakeholders responses needed) that may affect the contractor's capability to undertake the contract deliverables according to the terms of the contract. The contractor has to propose contingency plans to proactively overcome any arising issues concerning the implementation of the Consultation Strategy.

▪ **Mid-term Report**

The Contractor shall submit a Mid-term report to EDA for acceptance. This report shall include preliminary findings on:

- WP1– State of the arte and review of next generation key enabling technologies (Nano-electronics, MEMs);
- WP2 - Identification of relevant European procurement activities (non-dependency) in civil and defence sectors;
- WP3 - Identification of technology gaps, specific defence requirements and risks associated;
- WP4 - Technology solutions including RD&T actions in the form of roadmaps;
- Workshop proposal (including a final organisation plan and a final list of topics and speakers, and an invitation plan).

▪ **Final Report**

The Contractor shall submit a Final report to EDA for acceptance. This report shall include findings on

- WP1– SoA and review of next generation key enabling electronic technologies (Nano-electronics, MEMs), including Workshop outcome;
- WP2 - Identification of relevant European procurement activities (non-dependency) in civil and defence sectors and key finding from the workshop;
- WP3-Identification of technology gaps, specific defence requirements and risks associated;

- WP4 - Technology solutions including RD&T actions in the form of roadmaps.

The Final Report shall provide EDA with all the study deliverables. It shall contain all products and documents provided during the contractual support including PowerPoint Presentations, an abstract of no more than 200 words and an executive summary of maximum 6 pages, both in English. The executive publishable summary should be edited separately of the final report, identifying the key conclusions and recommendations.

The front cover of the Final Study Report and the Executive Summary shall carry the following text within a delineated box of at least 10 cm x 4 cm, preferably located in the top or bottom left-hand corner of the cover:

This study was commissioned by the European Defence Agency in response to the invitation to tender No. 17.ESI.OP.085. 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.

The delivery of the Final Study Report shall be in accordance with the following requirements and shall be sent to the EDA PO:

- 4 CD-ROMs containing all the deliverables and products from the project
- The CDs shall be labelled with the title "Final Study Report", the project name, the company name, the contract number, and the completion date. The provided material shall be delivered in Acrobat Reader as well as Microsoft Word format and it shall be possible to print, copy and process the documents from the CD-ROM.
- 2 Paper copies each of the Final Report and supporting context reports and the Executive Summary shall be sent to the EDA PO.
- Architecture products, if any, shall be produced using IBM Rational System Architect (unless otherwise agreed) for EDA to host within the Architecture Repository.

The contractor will also be expected to present the final results of the study to the EDA participating Member States representatives attending the Final Meeting. Within two weeks following to the Final Meeting the Contractor shall revise/update the Final Report (including Executive Summary) as appropriate taking into consideration the EDA's Member States comments and feedback.

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

1.7. MANAGEMENT OF THE CONTRACT

The contractor is expected to appoint a single Project Manager/Representative, who shall work closely with EDA in implementing the requested contract. The Project Manager/Representative shall ensure the overall management of the study and an appropriate reporting all along the contract execution, and will be responsible for:

- the coordination and control of the overall work in connection with the contract;
- the coordination with EDA and its representatives, being the main Point of Contact for EDA for this Contract;
- the preparation of reports / deliverables and high-level presentations;
- the preparation of meetings and the workshop;
- revising and updating the Management Plan and the Consultation Strategy, as needed, throughout the entire duration of the Contract;
- the overall management;
- the appropriate and timely reporting (during all phases of the implementation of the Management Plan and the Consultation Strategy), regarding the progress of the work and any possible technical or managerial problems or obstacles that may affect its capability to undertake the study deliverables according to the terms of the contract, together with a contingency plan.

2. THE CONTRACT

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

2.1. NATURE OF THE CONTRACT

Service Contract for the provision of a study on “disruptive technologies: from civil to defence, how Nano-electronics and MEMs can bring new capabilities”.

The contract to be awarded is a direct (i.e. one-off) contract for the provision of services.

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

The contract shall enter into force on the date on which it is signed by the last contracting party.

The duration of the contract shall not exceed **12 months**. Tasks shall not exceed **9.5 months**.

The execution of the tasks may not start before the contract has been signed by both parties. The period of execution of the tasks will start from the day of the Kick-off meeting and may be extended, only with the written agreement of the contracting parties, before the end of the period originally stated in the contract.

2.3. MAXIMUM VALUE OF THE CONTRACT

The maximum value of the contract is **EUR 150 000**, VAT excluded.

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 contract in annex to the tendering specifications.

The payment scheme will consist of

- one interim payment of **40 %** upon receiving of an invoice and subject to the approval of all deliverables set out above in section 1.4.1 for **Milestone 1 (M1)**;
- and the balance of **60 %** upon receiving of an invoice and subject to the approval of all deliverables set out above in section 1.4.1 for **Milestone 2 (M2)**.

EDA reserves the right to pay less than the amount foreseen in article I.5.1 and the financial proposal of the contract according to tasks performed and accepted.

2.5. PLACE OF PERFORMANCE

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

2.6. SUBCONTRACTING

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

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

Accordingly:

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

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

Under no circumstances can the contractor avoid liability towards EDA on the grounds that the subcontractor is at fault. The contractor remains 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 directly applicable to the subcontractor all those contractual obligations with regard to EDA.

Consequently, the tender shall clearly identify the subcontractor(s) and document their willingness to accept the tasks and their acceptance of the terms and conditions set out in the tendering specifications and in particular article II.24 of the standard service contract by returning the Subcontractor Letter of Intent in annex to the tendering specifications, filled in and signed (insert in e-Submission under: "Qualification" -> "Identification of the tenderer" under "Documents").

Tenderers shall inform the subcontractor(s) and include in their sub-contracting documents that Article II.24 of the draft contract may be applied to sub-contractors.

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

Special attention of tenderers is brought to Article II.10.4 of the draft 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 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 of EDA.

2.7. JOINT TENDERS

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

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

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

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

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

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

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

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

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

2.8. SECURITY STANDARDS

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

The overall classification of the present contract is **UNCLASSIFIED**.

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.

By virtue of Art. 33 of Council decision No. 1353/2016, 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 hereafter:

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

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

3.1.1.2. Conformity of the tender

Tenders shall be prepared in accordance with the terms and conditions set out in this invitation to tender, in the tendering specifications and in the draft 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/EU⁴ .

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

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

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

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

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

The answers to the requests for additional information will be published solely on the eTendering website under the eTendering link used to access the procurement documents. The website will be updated regularly. It is the responsibility of the tenderer to check regularly for updates and

⁴ 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).

modifications or to 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.

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

3.1.2. Form of the tender

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

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

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

The deadline for the receipt of tenders (“Receipt Time Limit”) is 08.06.2017, at 17h00 (Brussels time)

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

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

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

Tenderers are advised not to wait until the last moment (**submission deadline**) 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.

In case of any problems with the submission of the electronic tender, we recommend that you contact the helpdesk by e-mail: DIGIT-ESUBMISSION-SUPPORT@ec.europa.eu, or by phone: +32 (0)2 297 10 63. Please note that the support line is open from 8:30 to 12:00 and from 13:00 to 17:30 (Brussels time), on all EDA working days.

3.2.2. Acceptance of terms and conditions

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

3.2.3. Period of validity of the tender

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

3.3. OPENING OF TENDERS

The received electronic tenders will be opened on **09.06.2017 at 15h00** 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 receipt 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 45/2001⁵ shall apply to the processing of personal data by EDA.

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

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

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

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

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.

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 the tenderer and EDA after the opening of tenders

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

- 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 in the next stage.

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 capacity 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, on the basis of the award criteria the technical and financial tenders and establish a ranking list, by order of merit, of all tenders having passed the above 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, the tender shall stipulate the legal status and role of each legal entity in the tender proposed and the monitoring arrangements that exist between them and, failing this, the arrangement they foresee to establish if they are awarded the contract.

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

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

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

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

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 includes the following information, the tender shall include:

For private and public entities:

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

For Individuals:

- Where applicable, a proof of registration, as prescribed in their country of establishment, on one of the professional or trade registers or any other official document showing the registration number. In case of a joint tender, all tenderers part of a consortium must provide their legal entity files as well as the necessary evidence. Only subcontractors are requested to provide solely the legal entity file without evidence.
- C. The Financial identification form shall be duly filled in and signed by an authorised representative of the tenderer and his or her banker.

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

The form is available at the following Internet address:

http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_fr.cf
[m](#)

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

Economic operators already registered as a legal entity in EDA's files (i.e. they are or have been contractors of EDA) are not obliged to provide the evidence requested in the forms, on condition that they: i) indicate in their 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 shall 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 or not 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 tendering specifications.

This declaration(s) must be filled in, signed by an authorised representative, scanned and uploaded under "Qualification" -> "Identification of the Tenderer" ->"<Member Name>" ->Tab "Documents".

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

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

<u>SELECTION CRITERIA</u>
1. ECONOMIC AND FINANCIAL CAPACITY
1.1 Sufficient economic and financial capacity to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract. <u>Minimum standard:</u> Minimum annual turnover of 250 000 EUR for each of the last three financial years.
2. TECHNICAL AND PROFESSIONAL CAPACITY
<u>Minimum capacity level relating to tenderers:</u> 2.1 Sufficient technical and professional capacity to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract, The tenderer shall demonstrate: <ul style="list-style-type: none">• Sufficient technical capacity with regard to Electronics and Microelectronics technologies used for Radar, Electronic Warfare and Communications to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract.• Expertise and knowledge in Nano-electronic and MEMS for Components and Modules for Radar, Electronic Warfare and Communications.• Capacity to manage high level technological studies and analysis. <u>Minimum requirement/standard:</u> Minimum of 2 (two) successfully completed projects/contracts with different organisations/clients for providing services in the domains indicated above during the past 3 years. <u>Criteria relating to the team delivering the service:</u> 2.2 Sufficient technical and professional capacity to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract, in terms of available human resources. <u>Minimum requirement/standard:</u> The team proposed to deliver the service shall include, as a minimum, experts with the following expertise/qualifications:

- Project Leader/Point of Contact: At least 5 years' experience in activities such as project coordination, including overseeing project delivery, quality control of delivered service, client orientation and conflict resolution experience in projects of a similar size.
- Subject Matter Expert(s): Relevant higher education degree and/or 3 years' professional experience as required under "Criteria relating to tenderers".

An economic operator may rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. In that case, evidence shall be provided that it will have at its disposal the resources necessary for performance of the contract, for example by producing a clear undertaking on the part of those entities to place those resources at its disposal.

If the economic and financial selection criteria are fulfilled by relying on a third party, the contracting authority may demand, if that tender wins the contract, that this third party signs the contract (becomes a contractor) or, alternatively, provides a joint and several first-call guarantee.

If the third party chooses to sign the contract, the contracting authority 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) each member of the group in case of a joint tender) shall provide proof of their economic and financial capacity by submitting the following documents:

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

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

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

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

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

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

This evidence refers to selection criterion 2.1:

- **List of relevant projects successfully completed 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. Description of past projects shall be accompanied by certificates of satisfactory execution issued by the respective clients, specifying that the projects have been carried out in a professional manner and have been fully completed;**

This evidence refers to selection criterion 2.2:

- **The CVs of a Project Leader and of the main expert(s) foreseen to be used to fulfil the required tasks, detailing the educational and professional qualifications and experience. The Europass**

curriculum vitae format⁶ shall be filled in. Each CV provided shall indicate the intended function in the delivery of the service. The precise contractual link of each expert with the tenderer has also to be described.

For all selection criteria above:

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

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

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

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

3.5.4. 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.

3.5.4.1. Technical Award Criteria

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

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

No	Qualitative award criteria	Weighting (maximum points)
1	<u>Quality of the proposed methodology (to address the technical specifications)</u> Relevance, completeness and viability of the proposed methodology (encompassing the Management Plan and Consultation Strategy) and manner in which the tasks will be undertaken.	50
2	<u>Quality of the proposed schedule management</u> This criterion will assess the proposed work breakdown structure with regard to tasks, deliverables, milestones etc.	10
3	<u>Quality of the proposed resource management</u> 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 for 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. The tender shall provide details on the allocation of time and resources and the rationale behind the choice of this allocation.	20
4	<u>Quality of the proposed quality management</u> This criterion will assess the quality system applied to the service foreseen in this tender specification concerning the quality of the deliverables, the language quality check, and continuity of the service in case of absence of a team member. The quality system should be detailed in the tender and specific to the tasks at hand; a generic quality system will result in a low score.	10
5	<u>Quality of the proposed risk management</u> This criterion will assess the identification of risks and mitigation measures applied to this system applied to the service foreseen in this tendering specification.	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 set out in section 1. The technical proposal shall comply with the technical specifications and provide, as a minimum, the information specifically requested.

Tenders will be assessed against the above-listed qualitative award criteria. 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 these specifications in order to score as many points as possible. The mere repetition of mandatory requirements set out in these specifications, without going into details or without giving any added value, will only result in a very low score. In addition, if certain essential points of these specifications are not expressively covered by the tender, EDA may decide to give a zero mark for the relevant qualitative award criteria specified in the above section. The following aspects should in particular be taken into consideration when drafting a tender:

Proposed methodology.

- **A draft Management Plan⁷** on the planning and methodology to be used to execute all the services and deliverables described in Section 1.
- **A draft Consultation Strategy⁸** shall contain an explanation of how the tenderer intends to identify, access and exploit sources of information relating to the contract objectives and how the stakeholders, institutions, organisations, experts will be consulted, shall be provided.

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

Proposed timescale for delivering the project.

- **A Work Schedule** in the format of a Gantt Chart (to be submitted electronically and ideally MS Project) that depicts project phases and 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/workshop (for both internal and external parties) planned within the duration of the contract, and;

⁷ NB The final version of the Management Plan shall be finalised and delivered by the Contractor in an electronic version one week after the kick-off meeting, having endorsed all issues/comments raised by EDA during the kick-off meeting. The Management Plan shall be updated as required over the duration of the contract.

⁸ NB The Consultation Strategy shall be an integral part of the tender and be updated as necessary. The final version of the Consultation Strategy shall be delivered with the final Management Plan one week after the kick-off meeting. The Consultation Strategy shall be updated as required over the duration of the contract.

- 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

- A description of the **resources** requirements to deliver the project including:
 - The level of resource proposed;
 - The composition of teams (in terms of role and expertise) 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;

Proposed quality management.

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

Proposed risk management

- An **analysis of risks** that have been identified and assessed, the level of tolerance established for key risks and actions to manage them, particularly response plans for any risks that require mitigation;
- Safeguards to preserve intellectual property and adherence to security classification, as relevant.

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

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

Please note that, to grant equal treatment of all tenders, it is not possible to modify tenders after their submission in relation to the technical and financial proposals. Incomplete technical or financial

proposal may have a considerable negative impact on the evaluation on 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	
$\frac{\text{Price of the lowest admissible tender received}}{\text{Price of your tender}} \times 100$	

! Tenders presenting a price superior to the maximum amount of € **150 000** (VAT excluded) 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 tendering specifications to formulate their financial proposal.

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

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

- Prices shall be expressed in EUR.
- Prices shall be quoted free of all duties, taxes and other charges, i.e. also free of VAT. EDA is exempted from such charges in the EU in accordance with Article 27.3 of Council Decision (CFSP) 2015/1835 of 12 October 2015.
- Prices shall not be conditional and be directly applicable by following the technical specifications.
- Tenders involving more than one legal entity (including subcontractors) must specify the amounts for each legal entity.
- Prices shall be fixed and not subject to revision.

- The price quoted shall be all inclusive, namely reflecting all direct and indirect costs relating to the provision of the services as described under Section 1. NB Reimbursement of any kind of expenses is not applicable to the envisaged contract.
- The reference price for the award of the contract shall consist of the total cost of the assignment including all associated expenses.
- Incomplete submission of the financial proposal or any alteration of the model form may result in the rejection of the tender.
- The contracting authority may reject abnormally low tenders, in particular if it 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. It may furthermore 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 its 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. It is the tenderer's responsibility to provide a valid e-mail address together with their contact details in their tender and to check their e-mail regularly. 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 tendering 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 tendering 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 contract**
- 4.8. Non-Disclosure Agreement**