

Call for Tenders

17.ESI.OP.373

Service Framework Contract “Technology Foresight Follow-on”

**Open Procedure
TENDER SPECIFICATIONS & DRAFT CONTRACT**

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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)
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1. TECHNICAL SPECIFICATIONS

1.1. GENERAL BACKGROUND

The European Defence Agency needs a systematic understanding of evolving technical trends and their impact on future European defence capabilities, both long and short term.

In order to support its activities, EDA is developing a set of tools which are intended to support its mission to help “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”.

1.1.1. Technology Watch and Foresight

Within the work programme 2014-2016, EDA proposed, in 2014, the establishment of a Technology Watch activity from 2015 onwards. The Technology Watch (Tech Watch) activity’s aim was to provide short and medium-term inputs for EDA’s process of evaluation and prioritization of technologies.

The work conducted (and being currently carried out) under the above mentioned activity, defined processes and IT tools to systematically collect and process information about new technologies, and technological trends, tailored to the EDA context, by:

- Identification of best practices on technology watch and horizon scanning;
- Development of processes adapted to an organisation of EDA’s size;
- Production of a pilot Technology Watch IT tool² for the collection and categorization of the information;
- Production (ongoing project, <https://www.eda.europa.eu/info-hub/press-centre/latest-news/2017/03/24/eda-and-jrc-launch-new-project-to-enhance-technology-watch-activity>) of defence version of the JRC tools European Media Monitoring (EMM, <http://emm.newsbrief.eu/overview.html>) and Tools for Innovation Monitoring (TIM, <http://www.timanalytics.eu/>).

² The EDA Technology Watch IT tool is based on Share Point, and integrated into EDA IT infrastructure. It captures technology news from identified open sources, using RSS feeds, and it is also possible to upload information manually. The information is tagged automatically using EDA taxonomies. The EDA Technology Watch IT tool includes both technology watch and horizon scanning features, but not technology foresight or forecast features. Access to the EDA Technology Watch IT tool may be granted to the contractor, if deemed relevant, once the contract is awarded. The tool will be accessible remotely, so the contractor will be able to work in its own premises.

1.1.2. Capability Development Plan

Since 2008, EDA has been producing a Capability Development Plan (CDP) to address security and defence challenges in the short-, mid- and longer-term. It looks at future security scenarios and makes recommendations about the capabilities European militaries will need to react to a variety of potential developments.

The CDP is a comprehensive planning method providing a picture of European military capabilities over time. It can be used by Member States' defence planners when identifying priorities and opportunities for cooperation. EDA is coordinating this work with Member States and other stakeholders such as the EU Military Committee. The CDP benefits from several inputs such as the Headline Goal Process, studies on long-term trends, lessons from operations and information on current plans and programmes.

The CDP category will assure the coherence of the bottom up push from the R&T community with the top down pull from the Capabilities community. For more information on the CDP please visit EDA website at <http://www.eda.europa.eu/what-we-do/eda-priorities/capability-development-plan>.

1.1.3. Overarching Strategic Research Agenda (OSRA)

The Overarching Strategic Research Agenda (OSRA) aims to provide an overall framework for EDA R&T planning, linked to the CDP process which will give a framework for future investment decisions. This uses a systematic approach and will produce high-level inputs to all the CapTech³ areas to enable consistent updating of the Strategic Research Agendas.

The CDP and wider Common Security and Defence Policy (CSDP) strategic context are taken as inputs for the OSRA. The current version of the CDP is taken as a given, but through OSRA capability needs and R&T requirements will be connected in a systematic way, which will be compatible with any further development of the CDP. A baseline for these connections is a common language suitable for all work strands of the CDP framework. Therefore, OSRA will be, at least to a large extent, consistent with the CDP common taxonomy.

More information about OSRA project is available in the tender specifications available under the link: <https://etendering.ted.europa.eu/cft/cft-documents.html?cftId=1102>

³ Information about EDA's Captech could be found on the EDA website: <https://www.eda.europa.eu/Aboutus/how-we-work/expert-teams/capability-technology-areas>

1.1.4. PREPARATORY ACTION ON DEFENCE RESEARCH

The EDA published the three 2017 calls for proposals for the EU's Preparatory Action on Defence Research (PADR). Details about the calls and participation conditions can be found at:

https://ec.europa.eu/research/participants/portal/desktop/en/opportunities/pppa/master_calls.html

One of the call covers specifically the **Strategic technology foresight**. Proposals will need to develop and validate a methodology and/or process to gather data for foresight activities to prepare, among others, the long-term agenda for defence research in the EU. This action should aim to support strategic technology foresight in the defence domain of individual Member States and of the EU as a whole by performing joint technology foresight activities supported by methodologies such as horizon scanning, technology watch, scientometric tools, expert consultation activities. The action should focus in particular on identifying emerging defence research areas for potential exploration in the next Multi-annual Financial Framework. The action should propose and validate a methodology and process for strategic technology foresight activities to be carried out cyclically. Such a methodology should take into account similar activities conducted in EDA, NATO and other military and/or civil organisations. Similar activities that should be considered may include, amongst others:

- Collection of information (national sources, EU research programme, occidental and non-occidental sources);
- Analysis (geopolitical trends, defence and security trends, technology, industrial trends);
- Engagement with European industry trade bodies;
- Evaluation/assessment for defence and security (future scenario-based evaluations such as Disruptive Technology Assessment Games, consultations of technology and military experts, input from “unconventional” groups with an outside view, more creative thinking, ...);
- Defining and setting up strategic trends for the medium and long term;
- Management and controlled dissemination of results (secure web-based access with public and restricted dissemination).

1.2. GENERAL AND SPECIFIC OBJECTIVES

EDA and its Member States (pMS) wish to have a wide and systematic view of the technological landscape of common interest when planning future R&T activities. The object of the present contract is expected to provide inputs to EDA processes of identification and collection of technology trends and forward looking technologies, assessment of technologies' importance and prioritisation linked with defence capability needs. The output will be used as background information and will provide

content on relevant technologies for Defence, to be used and integrated into the Strategic Research Agendas (SRAs), the Overarching Strategic Research Agenda (OSRA), as well as to closely coordinate with other relevant EDA's activities (e.g. other Technology Watch and foresight, Preparatory action on defence).

Technology foresight can reveal social, technological, economic, environmental and political barriers to progress, and show how these obstacles can be overcome, by looking at various possible futures, deliberating scenarios that trace how the future might be changed by technology.

Accordingly, the main objective of this contract is to **establish a framework to support EDA's technology foresight activities through the implementation of a series of technology foresight workshops targeting the future of emerging technologies and their impact on defence capabilities.**

During the implementation of the workshops, the contractor shall exploit as much as possible, the methodology already developed in the frame of the previous EDA contract 15.ESI.OP.201 (see section 1.4), tailored to EDA specific needs. The existing methodology shall be adapted by the contractor taking into account the inputs provided by EDA (see also section 1.7.1) and the specific objectives of each workshop.

In implementing this contract, the contractor will have to take into account the following requirements:

- The outcomes of the technology forecast workshops will need to provide outputs suitable to be integrated into EDA tools and documents, and in particular the EDA Technology Watch tools (as described in section 1.1.1), OSRA, and SRAs. Detailed documentation related to the above mentioned tools will be provided to the successful contractor upon signature of the contract.
- The outcomes of this contract will be made available to EDA Member States, and to other interested stakeholders on a case by case basis;
- Although the foresight activity does not have to be focused only on defence-specific technologies, the workshops will have to consider defence specificities;

1.3.TASKS

In detail and for each workshop, the contractor will have to implement the following tasks:

TASK 1: Workshop Preparation

The preparation of the workshop should exploit as much as possible the methodology developed by the previous EDA contract 15.ESI.OP.201 but also tailor it to the context of this contract, in particular taking into account that technologies and defence scenarios inputs for the workshops will be provided by EDA.

In particular, the definition of the workshops theme (i.e. topics and objectives) will be based on Capability scenarios and Technology themes⁴ and/or technology areas/trends derived by CapTechs SRAs, OSRA, or other activities e.g. linked to the outcome of other ongoing or future EDA activities (like the CDP revision, Technology Watch Activities, Preparatory Action on Defence) which will be provided by EDA either at the project-kick-off or in the course of the contract implementation. In the latter cases, dedicated workshop kick-off meetings are expected to take place between the contractor and EDA for the provision of the relevant input documentation.

The foresight workshops should focus on long term perspective, and the time span for each workshop, e.g. 20 to 30, 35+, will be agreed in advance to the workshop with EDA.

Once defined in detail the workshop topic, objective, and targeted timespan, and as part of the workshop preparation, the contractor should also contribute to the identification (in close cooperation with EDA PO) of the relevant stakeholders to be involved in each workshop which may come both from government, research, institutional and industrial entities.

Key in the design and preparation of each workshop is the production by the contractor of all supporting documentation (workshop documentation package) taking into account future use of the workshop outcomes in support of relevant EDA work strands (e.g. SRAs and CDP updates, OSRA and Tech Watch tools) including at least:

- Agenda and invitation (to be agreed with EDA)
- Working papers and questionnaires if needed (to be agreed at each workshop kick-off)
- Presentations, guiding and prompting questions, game cards, visual aids, and other supporting documents (as required by the proposed methodology and tailored to the workshop objectives) to form and drive the structure of the workshop discussions and ensure the discussions result in the required outputs.

TASK 2: Workshop Implementation

Conduct, in cooperation with relevant EDA staff (e.g. CapTech Moderators) and with the involvement of the relevant stakeholders each of the foresight workshop. The expected duration of each workshop should not exceed two days (and in case expected duration is more than one day, it should target conclusion by 17h00 on the second day). The workshops are in principle expected to take place at EDA premises in Brussels or, upon agreement between EDA and the contractor, at any other location in Europe. The cost for logistics (e.g. meeting rooms and supporting material) and catering for the meeting will be covered by EDA.

⁴ A technology Theme is a combination of technology trends whose application are likely to have an impact on defence.
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The workshop implementation shall always include a session in which the outcomes of the workshops (including potential actions and recommendations) are summarized and agreed by the workshop participants.

During the workshop implementation the contractor shall, as a minimum:

- Co-chair the meeting (together with EDA PO in charge of the workshop);
- Act as a facilitator of the workshop (i.e. stimulate, moderate, and guide the discussions for an effective participation and common understanding of the workshop participants);
- Be responsible of all the logistics and secretarial tasks in support of the activities to be carried out;
- Ensure that relevant documentation is available to the participants;
- Guarantee sufficient full-time contractor resources are available on-site to ensure effective and efficient workshop implementation.

TASK 3: Workshop follow-on:

Following the implementation of each workshop the contractor shall analyse and post-process all the information gathered and summarize it in a comprehensive report which shall be delivered at the latest two months after the workshop.

The workshop findings will have to be analysed to identify in particular how and when technology development and/or innovation can support defence Capability Developments. Regarding this point, the identified areas where technologies could make an impact will have to be further developed and linked to the relevant Technology Building Block (TBB), derived from the Overarching Strategic Research Agenda (OSRA) or led to the definition of new TBB. The information to be provided as input to the TBBs will have to be fully described providing all the data required for the OSRA prioritization criteria.

A **workshop operational conclusions report** shall include the following:

- A summary of the workshop findings
- A list of recommendations for the next steps and/or actions to be undertaken (within the timeframe agreed for each workshop) linked to the specific topic/objectives;
- Draft roadmaps to mature the identified technologies;
- Proposals (including associated drafting) of inputs to OSRA, SRAs (including detailed TBB inputs as per the template which will be provided (see section 1.6 point VI a) derived from the workshop outcomes;
- Identification of possible updates to EDAs Technology Watch & Horizon Scanning tools and R&T Taxonomy
- Detailed minutes of the meetings and the list of the documentation used.

1.4. First Specific Contract (SC1)

In order to assess the quality of tenders, tenderers are requested to submit a tender demonstrating how they would intend to execute the typical tasks described in Section 1.3 in compliance with the requirements of Sections 1.7, 1.8 and duly taking into consideration, as relevant, the background documents listed in Section 1.6.

The general methodology and pricing (i.e. experts' daily fees) for the typical tasks, as submitted by the awarded tenderer, will be binding on the future contractor for the purposes of concluding the first specific contract as well as any further specific contracts throughout the duration of the framework contract.

The objective of the first specific contract will be to **organise 4 Technology Foresight Workshops over a 12 month period** on topics to be agreed with EDA, in particular targeting Capability scenarios and technology themes being discussed in the frame of the CDP revision (which will be provided to the contractor in due time and following the award of the contract and before the signature of the specific contract) in order to identify what will be the future of emerging technologies and their impact in defence capabilities for the period post 2035.

1.5. Future Specific contracts

The implementation of future specific contracts is subject to budget availability and may cover either the implementation of a set of technology foresight workshops similarly to what requested for SC1 or the implementation of a single technology foresight workshop on specific topics to be defined by EDA (e.g. tailored to specific CapTech needs).

1.6. INPUT BY THE CONTRACTING AUTHORITY

The following EDA documentation is available for consultation:

- OSRA tender specifications: <https://etendering.ted.europa.eu/cft/cft-documents.html?cftId=1102>
- CDP: <https://www.eda.europa.eu/what-we-do/eda-priorities/strategies/capabilities>;

The following documents shall be used as inputs to the study and will be provided to the contractor at the kick-off meeting:

- I. The templates of roadmaps and prioritization criteria from EDA OSRA project and any other relevant information relevant for the correct performance of the project;
- II. The CapTechs' Strategic Research Agendas executive summaries and the list of TBBs;
- III. Other relevant Technology analysis documentation (e.g. CDP strand B technology themes)

The below listed documents are deemed necessary in view of preparing a tender; such documents will be provided to tenderers during the tender preparation phase against a signed non-disclosure agreement. Tenderers shall send a request to access the documentation to EDA for the purpose of this procurement to procurement@eda.europa.eu together with a signed NDA (available in annex to the tender specifications). Upon receiving the scanned signed NDA, EDA will communicate to the requesting tenderer the following documents:

- IV. EDA Technology foresight manual – (D2.5, 15.ESI.OP.201) including the following annexes:
 - 1 Starting List of Metascanning Sources
 - 2 Synopsis/Clustering Workshop Template
 - 3 Technology-Sketch Template
 - 8 IoS-Card Template
 - 9 IoA-Card Template
 - 10 Presentation of World-Café methodology and process
 - 13 World-Café Marching Orders
 - 15 Capability-Analysis-Profile Template
 - 16 Technology-Theme-Evaluation Profile Template
- V. Report on the performance and results of the two technology-foresight exercises – (D2.3, 15.ESI.OP.201)
- VI. The following documentation produced so far in the frame of the contract- 15.ESI.OP.162 Overarching strategic research agenda and CapTech SRAs harmonisation (OSRA).
 - a. Full TBB Template used as input to the EDA OSRA IT-tool
 - b. OSRA presentation

1.7. REQUIREMENTS FOR THE SERVICES

During the implementation of each specific contract, the distribution of the project effort is expected to be evenly distributed across the implementation of the workshops, with some margin left for the implementation of the final reporting and overall contract management.

1.7.1. Guidance on Methodology

The work organization should allow the contractor to perform the tasks identified in section 1.3. in the most efficient and effective way, maximizing the output of the workshops results and minimizing the resources to be committed by EDA and involved stakeholders.

Although freedom is left to the tenderers in the organization of the work into Work Packages, the methodology to be applied to carry out the contract tasks is to be elaborated by tenderers based on the results obtained as part of past EDA activities on this subject (see section 1.4.) and adequately

aligned with the relevant EDA work strands. Methodology description should be included as part of the Technical Proposal and presented in a draft Project Management Plan, reflecting the proposed approach.

In relation to EDA's input methodology and given the scope of the contract, attention of the tenderers is drawn to the fact that the contractor's work associated to the identification (phase I) and selection (phase II) of the technological themes and the development of the military scenarios would be facilitated due to the fact that the contractor will receive inputs from other EDA work strands (see also section 1.3. TASK 1).

Tenderers are requested to include in their proposals a critical assessment of the input methodology especially in view of the inputs which will be provided by EDA and propose means to improve the effectiveness of the workshops and the quality of the results.

In particular, the proposed consultation strategy identifying the expected interactions with key stakeholders and including proposals to complement EDA's input technical documentation with additional supporting information and by performing additional technology scanning in support to the workshop preparation will be evaluated as part of the proposed methodology for the execution of the contract;

In defining the methodology to implement the required tasks, the contractor should take into full consideration the fact that the level of available EDA resources is limited (in particular the methodology should assume that only one EDA staff will be available for each workshop implementation), and the contractor should seek to minimize the effort required for EDA staff and relevant stakeholders;

Proposals from tenderers aiming to improve the effectiveness and efficiency of the proposed methodology will be evaluated a part of the technical quality of the offer (see section 3.5.4.1.).

1.7.2. Delivery Time and Meetings

For each specific contract, the Contractor is expected to take part in the following meetings:

- A **contract Kick-off Meeting (T0)** which will take place at EDA premises (tentatively within 2 week after the signature of the contract. The exact date of the kick-off meeting will constitute (T0) and will be used to fix the exact date of milestones. The kick-off meeting date (T0) will be set by EDA in consultation with the Contractor. At the kick-off meeting, the Contractor shall present its detailed Management Plan to be followed in conducting the activities and shall receive feedback from the EDA Project Officer (**PO**). Fourteen days after the kick-off meeting (T0+14 days), the contractor shall submit the final Management Plan which will take into

account inputs received during the kick-off meeting. Furthermore, the contractor is expected to deliver the draft agenda of the meeting at least one week before the meeting and final agenda including EDA comments at least one day before the meeting. The draft minutes of the meeting, gathering the relevant information discussed during the kick-off meeting and any presentation made, will be provided within one week from the date of the meeting.

- For each workshop whose details are not defined at the contract kick-off, **a workshop kick-off meeting** (likely to be held via phone or video conference) in order to formally start the preparation of the workshop and agree on the workshop details (e.g. provision of input documentation, exact timing, draft agenda, workshop specific objectives). For these meetings, the contractor is expected to deliver the draft agenda of the meeting at least one week before the meeting and final agenda including EDA comments at least one day before the meeting.
- **Workshop(s) implementation:** the necessary organisational arrangements are to be described in the tender, noting that further details will be discussed at the kick-off meeting. Tenderers are requested to consider when drafting their tenders that involvement of the relevant stakeholders have to be ensured. The contractor will have to organize and manage these meetings, which normally should take place at EDA premises (unless otherwise agreed between the parties), in close consultation with EDA PO. Bearing in mind that Agenda and supporting documentation for these workshops will have to be approved by EDA before they can be sent to participants, and in order to ensure the success of the exercise, the workshop supporting information will have to be prepared and sent to EDA well in advance. The following deliveries and associated timing are to be envisaged:
 - Draft workshop agenda and invitation: 1 week after the workshop kick-off meeting (but no later than 2 months before the meeting date);
 - Workshop Supporting documentation:
 - Drafts (presentations, working papers, and any other document required by the methodology to be provided to the workshop attended): 4 weeks in advance to the meeting
 - Final: 1 week in advance to the meeting
- **Post workshop meeting:** this meeting should take place (normally through VTC or phone) latest 2 weeks following the completion of each workshop to consolidate the operational conclusion of each meeting prior to its inclusion in the workshop reports. For these meetings, the contractor is expected to deliver the draft agenda and supporting documentation for the meeting at least one week before the meeting and the final agenda including EDA comments at least one day before the meeting.
- **A Final meeting** which should be held in Brussels , at the latest 3 months after the last workshop implemented in each specific contract. During this meeting the contractor will present and discuss the work carried out within the specific contract and present the Final

Report. Two weeks in advance of this meeting the contractor shall provide EDA with all related draft documentation.

- **Other meetings:** Additional meetings may be required between the contractor and EDA's stakeholders (e.g. project progress reports). Should such a need be identified, it should either be included in the technical proposal or notified by the Contractor or EDA in the course of the contract implementation one week in advance in order to facilitate the meeting set up. These meetings will be held via video-teleconference (VTC) or phone. In case of facing extreme difficulties, the contractor and the EDA PO might decide to transform a VTC meeting into a face-to-face meeting at EDA premises.

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

For all the meetings, the Contractor shall be responsible for organising, conducting and taking minutes of all meetings; it shall submit to EDA all the documentation related to the meeting (invitation, agenda, background documents, working papers, questionnaires, presentations, etc.), according to the deadlines set for each specific meeting. Minutes of the meetings shall be communicated by the Contractor within one week and should be agreed by the meeting participants and EDA (Note: for the foresight workshops, the minutes will constitute a part or an annex to the operational conclusions report).

A tentative timeline for key meetings and deliverables for the Specific Contract 1 is presented in the Table 1 below.

Table 1

Time-line	Meetings	Reports/ Deliverables	Milestone & Milestone Payments
T0	Kick-Off Meeting	DO.1. Management Plan DO.2. Project control data pack	M1
T0+2weeks		D1.1. 1 st workshop agenda and invitation (DRAFT)	M1
T0+2months		D1.2. 1 st Workshop documentation package (draft)	M1
T0+3 month	1 st workshop	D 1.1 1 st Workshop agenda and invitation (FINAL) D1.2. 1 st Workshop documentation package (FINAL)	M1
T0+5		D1.3: 1 st workshop operational conclusion report D2.2. 2 nd Workshop documentation package (draft)	M1
T0+6	2 nd workshop	D 2.1 2 nd Workshop agenda and invitation (FINAL)	M1 – Interim Payment

Time-line	Meetings	Reports/ Deliverables	Milestone & Milestone Payments
months		D2.2. 2 nd Workshop documentation package (FINAL)	
T0+8months		D2.3: 2 nd workshop operational conclusion report D3.2. 3 rd Workshop documentation package (draft)	M2
T0+9 months	3 rd workshop	D 3.1 3 rd Workshop agenda and invitation (FINAL) D3.2. 3 rd Workshop documentation package (FINAL)	M2
T0+11months		D2.3: 3 rd workshop operational conclusion report D4.2. 4 th Workshop documentation package (draft)	M2
T0+12 months	4 th workshop	D 4.1 4 th Workshop agenda and invitation (FINAL) D4.2. 4 th Workshop documentation package (FINAL)	M2
T0+14 months		D4.3: 4 th workshop operational conclusion report D0.3. Final report	M2
T0+15 months	Final Meeting	D0.7. Final presentation Slides on the project	M2 – Final Payment

All time periods included in Table 1 are tentative and are subject to change following agreement by both parties.

Future Specific contracts are expected to follow similar timelines.

1.8. REQUIREMENTS FOR THE DELIVERABLES

1.8.1. Technology Foresight Workshops

Key objective of this contract is to ensure the implementation of high quality workshops capable to deliver added value to EDA activities. Therefore, the contractor shall organise such workshop involving the relevant EDA stakeholders (internal and external) including, but not limited to, governmental representatives (e.g. CapTech Members), SMEs, Research Centres, Academia and other subject matter experts.

All the documentation related with the preparation, implementation and post-processing of each workshop should be considered contractual deliveries. The contractor will be responsible for proposing an agenda and draft invitation for the workshop, which will be assessed and approved by the assigned Project Officer and included in an EDA official invitation. Supporting documentation should be distributed one month ahead of the workshop, to allow participants to be prepared to discuss the study

theme and functional/technical aspects. Draft invitation/save the date should be sent at least 2 months prior to each workshop, in coordination with EDA.

As a minimum, the following set of deliverable are expected for each workshop:

- D n.1 : nth Workshop agenda and invitation
- D n.2 : nth Workshop documentation package (document set)
 - The expected content will be linked to the methodology adopted and to the specific scope/objective of the workshop but in general should include:
 - All the presentations used in the workshop
 - A read ahead data pack (working papers, articles, FFT papers, etc....)
 - The list of questions to be used in the workshop
 - Other supporting documents
- D n.3 : nth Workshop operational conclusion report. Including at least the following:
 - A summary of the workshop findings
 - A list of recommendations for the next steps and/or actions to be undertaken linked to the specific workshop topic/objectives;
 - Depending on the specific workshop objectives:
 - Draft roadmap(s) to mature the identified technologies, and/or
 - Identification and proposal of inputs to OSRA, and/or
 - Identification and proposal of inputs to the relevant SRAs (including detailed TBB inputs, and/or new TBB proposal)
 - Identification of possible updates to the EDA Technology Watch & Horizon Scanning tools and R&T Taxonomy
 - As annexes:
 - the detailed minutes of the workshop
 - the list of documentation used

The participation of at least 2 of the contractor's staff is requested during the workshop implementation.

1.8.2. Deliverables for the Specific Contracts Management

- D0.1. Management plan: draft to be provided with the technical proposal, to be further discussed at the project kick-off meeting (KoM) and provide final version fourteen days after KoM;
- D0.2. Project Control data pack: including as a minimum:
 - the Gantt chart of the project possibly in a Microsoft Project format, including work packages (if applicable), tasks, deliverables, milestones and personnel involved.

- The deliverables documentation configuration list (identifying the name, version, delivery date (expected and real) of the applicable project deliverable versions)
- The risk register

The data pack should be maintained and updated for the whole duration of the contract;

- DO.3. Final report: including the publishable executive summary and the list of all the deliverable and associated final versions of the contract.
- DO.4. Meeting Minutes and presentations (data pack with all meeting minutes, with the exclusion of the foresight workshop Minutes which are to be included in the relative workshop operational conclusion report)

1.8.3. Final Report

The Final Report will have to be delivered at the latest 2 (two) months after the implementation of the last workshop. This report shall present a summary the work performed by the contractor, the key conclusions, lessons learnt and recommendations for future work. This document should furthermore include:

- a publishable Executive Summary, not greater than 5 pages in length, summarizing the key conclusions and recommendations.
- an annex including a list of all the documentation and associated version of the deliverables of the project.

1.8.4. Approval Process for the Deliverables

The deliverables are to be provided electronically, via e-mail and uploaded in a dedicated EDA's ECP workspace⁵, for approval to the EDA PO identified in the contract (or the corresponding replacement), who is responsible to provide the contractor with EDA's operational approval. For each of the project deliverables EDA will be entitled to ask for clarification and/or updates. EDA shall have two weeks to submit comments in written form. The contractor must provide reply to the request for clarification in writing or incorporate the requested updates within two weeks of when the request was made by EDA. This revision procedure can be repeated as long as the content of the deliverables is not consistent with the contract requirements mentioned either in the technical specifications or in the contractor's tender. Following the implementation of the update EDA shall have two weeks to accept or reject the deliverables.

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

⁵ Access to the project workspace will be provided by EDA following the award of the contract
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authorisation from EDA, who reserves the right to refuse the authorisation and the right to participate in exploitation of the subsequent products.

1.8.5. Structure and Graphic Requirements of the Final Deliverables

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 draft/interim deliverables documentation shall be submitted both via e-mail and uploaded in the ECP Workspace of the project, in an editable file (Word, Excel, PowerPoint, etc.) and be provided in final format (both editable and pdf) after acceptance by EDA.
- A USB stick/flash drive or a CD ROM with all final deliverables in both editable and .pdf format shall be provided to EDA in 3 copies. The USB stick/flash drive or the CD ROM should be dully packed, identified with the EDA logo, name of the study, date and copy number.

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

The final report shall include:

- An abstract of no more than 200 words and an executive summary of maximum 6 pages, both in English;
- The Executive Summary shall not contain any confidential/proprietary information.
- The overall process and all deliverables shall be unclassified.
- The deliverables shall carry the following standard disclaimer 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.373. 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.”

1.9. MANAGEMENT OF THE CONTRACT

The Contractor is expected to prove that is capable of carrying out an effective management system to deliver all of the required services. Therefore, a draft Management Plan on the planning and methodology to be used to execute the contract, including the main expected challenges, should be included in the tender. The Management Plan shall be an integral part of the bid and, as such, shall as a minimum:

- provide evidence that the Contractor takes responsibility for the general objectives of the contract, demonstrates a good understanding of the subject matter, the scope of the contract and that the required results will be produced;
- propose any potential relevant modification of the services required in the logic of this contract to improve its results;
- explain the organisation, methods and means intended to be used within this contract; present the work break down structure proposed and its compliance level with the functional and technical specifications;
- explain the reporting structure and tools offered (for the reports and intermediate periods between the reports: beginning of the project, core effort and ending of the project): work progress, achievements, remaining work and expected remaining spending, risks and difficulties, ways to reduce and manage risk levels and report on corresponding actions, updates proposed to the project structure and schedule, etc.;
- provide an analysis of the structure and the preparation/organisation of meetings/presentation planned within this contract which will safeguard the quality of the expected results;
- provide a GANTT chart with logical dependencies for the conduct of the services required within this contract;
- explain the monitoring structure proposed to ensure appropriate decisions and outputs in due time, including interaction with EDA and its representatives for work orientation matters;
- Identify the interaction required with EDA's internal and external stakeholders during the contract implementation for the successful implementation of the work.
- Explain how the tenderer intends to implement an adequate risk management for capturing technical, financial and planning risks (including a risk register); and,
- explain documentation management.

A draft Management plan shall be included in the tenderer proposal. Such plan will be discussed at the kick-off meeting and its final version shall be finalised and delivered by the Contractor two weeks after the kick-off meeting, having endorsed all issues/comments raised by EDA during the kick-off meeting. The Management Plan, also taking into account that the exact scope of the workshops and its timing cannot be fully anticipated, has to be considered to be a living document which shall be updated as required over the duration of the contract.

A Consultation Strategy shall be part of the Management plan and shall contain an explanation of how the Contractor intends to identify access and exploit sources of information relating to the services required within this contract and how the identified EDA stakeholders' experts will be involved, shall be provided. The Consultation Strategy shall be an integral part of the bid along with the draft Management Plan and be updated as necessary. The final version of the Consultation Strategy shall be delivered with the final Management Plan two weeks after the contract kick-off meeting.

The Contractor has responsibility for all phases of the implementation of the Management Plan and the Consultation Strategy to report in written form to the Agency in a proper timing both by regular mail and e-mail to the responsible EDA PO. This should be timely and taking into consideration possible technical or managerial problems or obstacles (i.e.: low level of involvement of stakeholders) that may affect its capability to meet contract deliverables, together with a contingency plan.

In addition, it is expected that the Contractor will appoint a Project Manager, who will be responsible for the coordination and control of the overall work in connection with the contract and will serve as the main Point of Contact for EDA. In order to facilitate the coordination, EDA PO will provide an ECP Workspace of the project, where all the information of the project will be. The Project Manager will be responsible to maintain the list of the deliverables status, the list of pending actions and the documents library of the workspace updated. The Project Manager will be responsible for submission of all the documentation requested under the contract throughout the entire duration of the Contract

2. THE CONTRACT

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

2.1. NATURE OF THE CONTRACT

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

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

The framework contract shall enter into force on the date on which it is signed by the last contracting party (expected to be signed Q4/2017). Please note that EDA intends to sign the first specific contract covering the services related to four workshops in November 2017. The kick-off meeting for the implementation of the first specific contract is expected to be held in November/December 2017.

The duration of the framework contract shall not exceed 12 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.

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

The service framework contract shall be renewed automatically up to three times under the same conditions, unless written notification to the contrary is sent by one of the parties and received by the other three months before expiry of the period indicated in Article I.3.5 of the contract. Renewal does not imply any modification or deferment of existing obligations.

2.3. MAXIMUM VALUE OF THE CONTRACT

The maximum value of the contract is EUR 400 000. EDA intends to sign one specific contracts as stated above for an amount of up to 100 000€. The remaining of the maximum budget of the framework contract will be used in case of budget availability, to cover either the implementation of a set of technology foresight workshops similarly to what requested for SC1 or the implementation of a single technology foresight workshop (e.g. tailored to specific CapTech needs) on specific topics to be defined by EDA.

In accordance with Article 134 (1) (e) of the 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, EDA may have recourse to the negotiated procedure without prior publication of a contract notice for additional contracts involving services similar to those assigned to the tenderer that was awarded this contract.

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 tender specifications.

The payment scheme for each specific contract will consist of two payments associated to the two project milestones defined within each specific contract.

- 40% Interim Payment at the end on the first milestone (M1) and only after the acceptance of all its deliverables;
- 60 % Final Payment at the end of the second milestone (M2) and only after the acceptance of all its deliverables.

The payment scheme for a specific contract with duration of less than six months will consist of one final payment only after the acceptance of all the deliverables described in the specific contract.

2.5. PLACE OF PERFORMANCE

The place of performance of the tasks shall be the Contractor's premises and EDA's premises or any other place indicated in the tender specifications. 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 tender 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. 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 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 tender specifications will help verifying 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 (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.

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 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 tender 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 proposed.

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/EU⁶.

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

⁶ 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).

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 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 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. In order 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.

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 13/10/2017, 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 16/10/2017 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 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 45/2001⁷ 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

⁷ 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.

ensure the adequate implementation of Article II.24 of the draft 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.

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.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, 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 tender 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 The tenderer must have a minimum annual turnover for the last three financial years for which accounts have been closed of 400.000 EUR.
2. TECHNICAL AND PROFESSIONAL CAPACITY
<u>Minimum capacity level relating to tenderers:</u>
2.1 The tenderer shall demonstrate experience of at least 3 years in the field of: <ul style="list-style-type: none"> • Technology assessment • Horizon scanning • Strategic technology foresight <p>with at least 2 projects (with minimum value for each project of 100 000€) delivered in the last five years in the field(s) above. Evidence of a larger project(s) comprising two or more of the above fields provided that the size of the relevant tasks performed in each field by the tenderer has a minimum value of € 100 000 shall also be sufficient.</p>
2.2 The tenderer shall demonstrate capacity to draft reports in English with a minimum of 2 projects delivered in the last three years.
2.3 The tenderer shall demonstrate experience in stakeholder consultations, in particular through the organization and/or management of at least 2 debates, panels, surveys, workshops in the field of defence and/or research and innovation in the last 3 years.
<u>Minimum capacity level relating to the team delivering the service:</u>
2.4 The tenderer shall demonstrate sufficient technical and professional capacity to guarantee satisfactory performance of the project by providing a team which should include as a minimum: <ul style="list-style-type: none"> - A Project Manager with 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 project of a similar size.

- A Senior Expert in Strategic Technology assessment with at least 5 years professional experience in the field of Technology Watch, Horizon Scanning and foresight.

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 tender 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 and 2.2 :

- 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 criterion 2.3:

- Identification of relevant stakeholder consultations (debates, panels, surveys, workshops) carried out by the tenderer in the last 3 years in the field of defence and/or research and innovation.

This evidence refers to selection criterion 2.4:

- The CVs of experts and any other team member carrying out the tasks of the contract detailing the educational and professional qualifications and experience. The Europass curriculum vitae

format⁸ shall be filled in. Each CV provided shall indicate the intended function in the delivery of the service. The precise contractual link 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.

⁸ <http://europass.cedefop.europa.eu/en/home>

No	Qualitative award criteria	Weighting (maximum points)
1	<p><u>Quality of the proposed methodology</u></p> <p>Relevance, completeness and viability of the proposed methodology and manner in which the tasks will be performed. Including</p> <ul style="list-style-type: none"> • A critical assessment of the EDA input methodology and the proposed approach to match with the scope of this contract, and to minimize the resource and timing required for its implementation maximizing the outcomes of each workshop; • Consultation strategy (interactions with key stakeholders and proposal on how to complement EDA's input technical documentation with additional supporting information for the workshop preparation); • Approach and methodology for a proper analysis of the information gathered during the workshops and integration of the results with the relevant EDA work strands. 	50
2	<p><u>Quality of the proposed resource management</u></p> <p>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 should provide details on the allocation of time and resources and the rationale behind the choice of this allocation. Estimated man days devoted to each task and assigned experts.</p>	30
3	<p><u>Quality of the proposed project management</u></p> <p>This criterion will assess the proposed work organization with regard to tasks, deliverables, milestones etc. In detail, the proposal should demonstrate a good:</p> <ul style="list-style-type: none"> • Identification, full coverage and rationale of the important items, key issues of the specifications; • Adequacy of the proposed time schedule management; • Synthesis and interactions of the main work elements; • Readability and clarity of the technical offer demonstrating understanding of the objectives of the study; • Quality of compliance of the project management plan considering the subject, scope and services required for the study; • Quality of the proposed quality control system applied for the deliverables, the language quality check and continuity of the service in case of absence of the member of the team; • Risk management, identification of risks and mitigation measures applied to the service foreseen in this tender specification. 	20
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 taking into consideration par. 1.7.1 above.

- **A draft Management Plan⁹** on the planning and methodology to be used to execute all the services and deliverables described in Section 1. The draft Management Plan shall include as a minimum:
 - 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 the required results will be produced;
 - any potential relevant modification in the logic of the services and deliverables to improve the expected results.

⁹ 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 during the kick-off meeting. The Management Plan shall be updated as required over the duration of the contract.

A **draft Consultation Strategy**¹⁰ shall be included in the draft management plan and 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.

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;
- 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 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

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

¹⁰ The Consultation Strategy shall be an **integral part of the tender** along with the Management Plan and 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 to report in written form to the Agency in a proper timing through regularly e-mailing the responsible EDA's Project Officer. This should be 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 its capability to undertake the contract deliverables according to the terms of the contract, together with a contingency plan.

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;

The technical proposal needs to be uploaded in the section "Tender"->"Tender"-> <"Name of call for 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 _____ x 100 Price of your tender

! Tenders presenting a price superior to the maximum amount of € 25 000 for one workshop 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 in section "Tender" -"Tender"-> <"Name of call for 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 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.
- 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.
- A Cost Breakdown Structure (CBS) shall be submitted by the tenderer to show what efforts and at what unit prices (i.e. experts' daily fees) have been used to elaborate the financial offer. NB the unit fees presented in the CBS shall be binding on the contractor for the purposes of concluding specific contracts.
- 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 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 contract**
- 4.8. Non-Disclosure Agreement**