

## Call for Tenders

**18.CAT.OP.137**

Framework Contract for the provision of a Study  
entitled “Cyber Defence Technology Landscaping”

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) 2015/1835<sup>1</sup> 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>.

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<sup>1</sup> Council Decision (CFSP) 2015/1835 of 12 October 2015 defining the statute, seat and operational rules of the European Defence Agency (Recast)  
Call for tenders 18.CAT.OP.137

# 1. TECHNICAL SPECIFICATIONS

## 1.1. GENERAL BACKGROUND

### 1.1.1 Introduction to EDA Cyber Research and Technology

Research & Technology (R&T) makes a critical contribution to the preparation of future capabilities. Together with innovative solutions developed by different defence actors, it brings real and tangible operational benefits to Member States' armed forces. Europe's defence systems have been developed as a consequence of major R&T investments that, given the length of development cycles, were made decades ago.

To accomplish its mission as defined in Council decision (CFSP) 2015/1835 of 12 October 2015<sup>2</sup>, EDA promotes, facilitates and manages Research and Technology activities within 12 technology domains (Capability Technology Groups or CapTechs<sup>3</sup>) and 2 Ad hoc Working Groups (AHWG), on **Cyber Research and Technology** and **Energy and Environment**, in order to develop knowledge and technologies needed for future defence capabilities.

A Capability Technology group (CapTech<sup>4</sup>) is a working group dedicated to a particular technology area (Area of Responsibility, AoR) linked to the EDA R&T taxonomy<sup>5</sup>. The core task of a CapTech is to gather input from the participating Member States' (pMS) experts in order to identify technology gaps and common areas of interest for cooperation. Non-governmental experts (e.g. industries, universities, SMEs, research centers, etc.) also contribute to the discussions with ideas for innovation and the most up-to-date technology trends.

The purpose of a CapTech is to **propose R&T activities in response to agreed defence capability needs and to generate collaborative R&T projects** accordingly within a specific technological scope. The CapTechs also contribute to the preparation of projects and programmes not carried out within the CapTech framework, as e.g. Preparatory Action on Defence Research, with CapTech's experts whenever required.

CapTechs are responsible to elaborate Strategic Research Agendas (SRA) in their respective fields. The aim of the SRA is to provide shared visions between governmental and non-governmental members of each EDA CapTech on the most urgent technical challenges in order to describe scope, AoR and activities and to propose an investment plan. Thus, EDA CapTech SRAs have been established bottom-up, based

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<sup>2</sup> <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32015D1835>

<sup>3</sup> <https://www.eda.europa.eu/Aboutus/how-we-work/expert-teams/capability-technology-areas>

<sup>4</sup> Further information on the EDA CapTechs can be found following this link: <https://eda.europa.eu/what-we-do/our-current-priorities/research-technology>

<sup>5</sup> <http://www.eda.europa.eu/docs/default-source/procurement/eda-technology-taxonomy.pdf>

on priority areas for research indicated by pMS where cooperation has been identified as beneficial and where interests and funding can be aligned to support national or multinational capability needs.

Key Cyber Defence references (2013 EU Cyber Security Strategy<sup>6</sup>, 2014 Cyber Defence Policy Framework<sup>7</sup>) are very clear in assigning technology a level of priority. In 2013, EDA conducted a **study on cyber security technologies**<sup>8</sup> including roadmaps to close identified gaps, suggesting priorities, and providing general descriptions of 99 proposed Research & Technology (R&T) projects and Outline Descriptions of those judged most urgent. This study was restricted to Information Communication Technologies (ICT) but cyber defence is constantly evolving into a wider technology landscape of networked platforms and systems for the armed forces which demands a thorough analysis of the state-of-the-art including disruptive technologies with cyber implications.

Since the initial study on cyber security technologies, the strategic framework (e.g. EU and national Cyber Security/Defence strategies, EU Global Strategy, Implementation plan on security and defence, NATO-EU Joint Declaration, European Defence Action Plan) has changed fundamentally and pMS as well as EU institutions, bodies and agencies have developed further their Cyber Defence capabilities.

The 2013 study on cyber security technologies was the basis to produce a **Cyber Strategic Research Agenda (SRA)** with Member States in the remit of the EDA Cyber R&T Ad Hoc Working Group (AHWG).

The study proposed in this document<sup>9</sup> is intended to **analyse thoroughly the implementation aspects of the elaborated Cyber SRA and to provide additional inputs in specific areas of interest which complements the findings on the state-of-the-art** cyber security and cyber defence technology.

### 1.1.2 Overarching Strategic Research Agenda

The Overarching Strategic Research Agenda (OSRA)<sup>10</sup> aims at providing an overall framework for EDA R&T planning, linked to the Capability Development Plan (CDP) process which will give a framework for future investment decisions. It is based on a systematic approach and it will establish links between activities in the CapTechs and the CDP. In addition, it will allow coordination and adjustment of the work done in the CapTech to the needs defined in the CDP, thus providing high-level inputs to all the CapTech areas and enabling consistent updating of the respective Strategic Research Agendas.

The CDP and the wider Common Security and Defence Policy (CSDP) strategic context are taken as inputs for the OSRA. The current version of the CDP (last update in June 2018<sup>11</sup>) serves as the basis, whereas the OSRA process connects capability needs with R&T requirements in a systematic way, and thus by

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<sup>6</sup> Joint communication to the European Parliament, the Council, the European Economic and Social Committee and the Committee of the Regions "Cybersecurity Strategy of the European Union: An Open, Safe and Secure Cyberspace", of 7 February 2013, and the related General Affairs Council conclusions of 25 June 2013.

<sup>7</sup> Council of the EU 15585/14, EU Cyber Defence Policy Framework, November 2014.

<sup>8</sup> 12.R&T.RP.279

<sup>9</sup> Cyber Defence Technology Landscaping

<sup>10</sup> <https://eda.europa.eu/docs/default-source/brochures/eda-osra-brochure.pdf>

<sup>11</sup> [https://www.eda.europa.eu/docs/default-source/eda-factsheets/2018-06-28-factsheet\\_cdpb020b03fa4d264cfa776ff000087ef0f](https://www.eda.europa.eu/docs/default-source/eda-factsheets/2018-06-28-factsheet_cdpb020b03fa4d264cfa776ff000087ef0f)

means of the OSRA tool future updates of the CDP will be taken into account dynamically. 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.

The Cyber SRA identified several Technology Building Blocks (TBBs) in compliance with the OSRA methodology and agreed by Member States at the Cyber R&T AHWG. The evolution and understanding of TBBs through this study will improve the knowledge and capabilities related and the cooperation among EDA participating Member States (pMS).

### 1.1.3 Capability Development Plan

EDA's capability development strategy is based on the Capability Development Plan (CDP)<sup>12</sup>, a tool to address operational security and defence challenges in the short, mid and long term. The CDP analyses and prioritizes military tasks based on the Generic Military Task List (GMTL)<sup>13</sup> and on operational scenarios and gives recommendations to EDA pMS on capability gaps that have to be addressed.

The CDP is a comprehensive planning methodology providing and updating a picture of planned European military capabilities over time. It can be used by pMS' defence planners while identifying priorities and opportunities for cooperation. EDA is coordinating this work with pMS 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 learnt from operations and information on current plans and programmes.

The CDP process aims at establishing coherence between the bottom-up technology push from the R&T community and the top-down technology pull from the Capabilities community. More information on the CDP can be found on the EDA website<sup>14</sup>.

The success of any initiative on Cyber Defence relies on an appropriate combination of doctrine, organisation, training, procedures and human skills as well as the availability of appropriate products (infrastructures and software). EDA and its participating Member States (pMS) are jointly involved in the development of Cyber Defence capabilities.

This study will conduct a **prompt analysis of new work streams emerging from the 2018 CDP and contribute to the future update of the Strategic Context Case (SCC)**. The 2018 CDP is output oriented and this will be further reinforced by the development of the SCC in the second half of 2018, with a view to support Member States in the implementation of the 2018 EU Capability Development Priorities<sup>15</sup>. The Strategic Context Case on Cyber Defence provides a detailed description of the current strategic

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<sup>12</sup> <https://www.eda.europa.eu/what-we-do/our-current-priorities/strategies/Capabilities>

<sup>13</sup> [https://www.eda.europa.eu/docs/documents/factsheet\\_CDP.pdf](https://www.eda.europa.eu/docs/documents/factsheet_CDP.pdf)

<sup>14</sup> <https://www.eda.europa.eu/what-we-do/our-current-priorities/capability-development-plan>

<sup>15</sup> <https://www.eda.europa.eu/info-hub/press-centre/latest-news/2018/06/28/new-2018-eu-capability-development-priorities-approved>

objectives and the activities to be pursued over the years to achieve them, such as the ad-hoc projects<sup>16</sup> Cyber Situation Awareness Project (CySAP) and the Military multi-Agent System for APT Detection II (MASFAD II).

## 1.2. OBJECTIVES

The objective of the study is to provide an **in depth analysis of cyber defence technologies** subject to research activities and to complement the findings of the Cyber SRA. It will **provide a level of detail to support the specification of project activities** where Member States can decide to consider collaborative projects in the framework of EDA or any other EU research funding mechanisms where EDA is able to act as a facilitator. The analysis may include activities to provide a deeper perspective on research activities within EDA by conducting research on specific areas or complementing security/cyber defence building blocks for systems and services with additional elements, including specific documentation to initiate projects (outline description and research technical proposals among others) as requested by EDA.

This study shall be aligned and coordinated with the Overarching Strategic Research Agenda (OSRA) ongoing work, thus benefiting from recent achievements. Working within this framework, where possible, the **“Cyber Defence Technology Landscaping”** study shall consider other EU funding mechanisms relevant to the EDA R&T activities, notably the Horizon 2020/Horizon Europe, the Preparatory Action and the upcoming European Defence Fund<sup>17</sup> (especially the research window). Structuring the technology dimension of capability projects, the research activities may progress to capability outputs.

The subject study shall support EDA pMS in the identification of existing or needed common cyber research projects and shall identify the military added value and potential application of emerging technologies in cyber defence for Common Security and Defence Policy (CSDP) operations and missions. This study shall provide guidance and a roadmap to where EDA Cyber R&T AHWG shall put its efforts. Any cyber security-related calls under the H2020/Horizon Europe as well as ECSO's<sup>18</sup> research agenda topics will need to be considered in order to find synergies with civilian research projects; NATO Science and Technology Organisation (STO) activities shall also be taken into account. Due to its dual-use character and its complexity, this study shall focus on identifying synergies and avoiding duplication of efforts with relevant actors in EU such as, but not limited to, ENISA, CERT-EU and EUROPOL EC3<sup>19</sup>.

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<sup>16</sup> <https://eda.europa.eu/docs/default-source/eda-annual-reports/eda-2017-annual-report-final>

<sup>17</sup> <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:52017DC0295&from=EN>

<sup>18</sup> ECSO represents the contractual counterpart to the European Commission for the implementation of the Cyber Security contractual Public-Private Partnership (cPPP), <https://www.ecs-org.eu/>

<sup>19</sup> <https://www.eda.europa.eu/info-hub/press-centre/latest-news/2018/05/23/four-eu-cybersecurity-organisations-enhance-cooperation>

The study objectives can be broken down as follows:

- 1) To identify and analyse **technology challenges** translated from:
  - military Cyber Defence Capabilities requirements, as of the 2018 CDP.
- 2) To discover **technology gaps** deriving from existing and planned civil and military Cyber Security and Cyber Defence technology maps/portfolios.
- 3) To identify “**enabling technologies**” with disruptive potential for military Cyber Defence.
- 4) To recommend **principles of systems engineering/design with a focus on the cybersecurity aspects** to facilitate the adoption of modular and scalable architectures for military systems.
- 5) To recognise R&T where EU collaboration is of added value, and produce a **roadmap for joint defence R&T investment** for military Cyber Defence as a whole, closing the gaps and exploiting enabling technologies.
- 6) To identify and justify **collaborative opportunities** at EU level, in order to work on gaps and enabling technologies for Cyber Defence.
- 7) To produce relevant **project documentation** and **conduct research activities** (if required) in support of evidence for a further collaborative research work e.g. Ad-Hoc Cat B project.
- 8) To propose possible topical **project clusters** of Cyber SRA elements (taken into account existing TBBs and related descriptions in compliance with OSRA methodology) and/or EU wide industrial, academic and Small Medium Enterprise (SME) capacities.

During the execution of the study the contractor shall foresee the interaction with the Cyber R&T AHWG and/or Project Team Cyber Defence (PT CD) members. The contractor is required to present during the duration of each specific contract the status and progress of the project to the EDA Cyber R&T AHWG and/or Project Team Cyber Defence. Cyber R&T AHWG meets three times per year, each meeting is expected to last no more than 2 days and the contractor is expected to attend each meeting.

The results will be used to provide strategic guidance for the R&T priorities dealt within the Cyber R&T AHWG. It will also serve as a guideline for cyber related aspects in other CapTechs. This study should furthermore provide inputs in a suitable format to be included in relevant EDA IT tools , and in particular in the OSRA IT Tool and in the EDA Technology Watch and Horizon Scanning tools, according to templates which will be provided by EDA. The contractual work will serve to mature and prepare the understanding and the full description of the relevant cyber defence TBBs and give coherence and completeness to the Cyber SRA. The implementation of projects/clusters following the study will be subject to individual pMS case-by-case decisions and the availability of funding.

Lastly, this study and its outcome should be communicated in an appropriate manner (see section 1.6) to a wider audience in order to proliferate the engagement of the organisation in Cyber Defence. Given the extensive involvement of the organisation in the domain of Research and Technology, it is deemed important to reach out to such audience and attract their attention in a suitable manner. This will further support the efforts for stakeholder engagement for the European Defence Agency being the hub for this activity. Additionally, it will enable wider participation and crowdsourcing of information in the future multisector activities that the EDA will conduct in the field of Cyber Defence.

### 1.3.SCOPE/TASKS OF THE CONTRACT

The present study will support the EDA Cyber R&T AHWG in updating and complementing the Cyber Defence SRA in order to guide future Cyber R&T work. In order to achieve the objectives of the study, the scope of this framework contract will include (but will not be limited to):

- both broad and profound review of various civil and military sources, complemented by personal interviews and workshops organised within the Cyber R&T AHWG/ PT CD, to develop the vision and derive the strategic and technical objectives;
- analysing formal military Cyber Defence requirements at EU level (e.g. Cyber Defence Strategic Context Case), results of past and on-going studies, in order to derive and document the **technology requirements** for military Cyber Defence as framed in the CDP (“requirements pull”);
- analysing technological trends in cyber threats, and in EDA CapTechs’ Strategic Research Agendas (SRA), for technology-induced cyber threats and vulnerabilities, in order to identify and document **additional technology challenges** for military cyber defence and cross-cutting issues (→ “technology push”);
- identifying **“enabling technologies”** for cyber defence (such as artificial intelligence, blockchain<sup>20</sup>, autonomous systems, visualisation, etc.) and **other “enablers”** (such as architectures, standards, human factors etc.), and describing their potential and area of impact;
- considering, to mitigate identified shortfalls at EU level, Cyber technology state-of-the-art, but also agendas and roadmaps of technological and industrial evolution e.g. ECSO Strategic Research and Innovation Agenda<sup>21</sup>), to identify and document remaining **technology gaps** for military Cyber Defence and point out where R&D investment is needed;
- evaluating these technology gaps against pMS and EU capacities, to recognise where EDA R&T collaboration for Cyber Defence can provide value;

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<sup>20</sup> <https://www.eda.europa.eu/webzine/issue14>

<sup>21</sup> <https://www.ecs-org.eu/working-groups/wg6-strategic-research-and-innovation-agenda-sria>

- performing risk assessment of technical capabilities against operational requirements, time and cost; “time” requirements either from the EDA Cyber R&T AHWG or PT Cyber Defence.
- presenting, for the coming 5-10 years, **a plan to close these gaps** (technology milestones/readiness level (TRL), necessary investment figures), taking into account collaborative opportunities at EU level (CapTech, clusters).

The following tasks are foreseen to be undertaken by the contractor in order to achieve the aim of this study.

**First specific contract: Implementation plan of cyber defence technologies proposals subject to research**

WP 1: to analyse the results of the EDA cyber security technologies study, the Cyber SRA and the CDP long term capability assessment (Strand B), and other stakeholders' agendas (EU, NATO) for relevant R&T activities/plans, assess their implication on the shortfalls identified, particularly in terms of utilisation.

The assessment shall include:

- i. use-cases for military applications, derived from concrete applications of the technology observed (or planned) in the commercial / civilian world;
- ii. the terms for exploitation of civil or dual-use technologies, e.g. military add-ons, re-engineering or development from scratch, related to the use cases identified at the step above;
- iii. a revision of existing cyber technology building blocks reflecting state-of-the-art technology, clearly identifying which parts of the technologies and techniques are not or are unlikely to be covered by civilian investments. This should include outline descriptions for potential military research activities, following the template used in the OSRA.

WP2: to produce a detailed implementation plan including technology roadmaps for identified military cyber defence technology gaps and future emerging technologies with cyber implications (including technology readiness level (TRL) and investment over time). It shall include a proposal for a work programme to address the identified priorities and recognized R&T gaps considering the timeframe 2019-2027. This programme should aim to become a key reference for participating Member States (pMS) national planning of future joint projects, in the scope of the Cyber R&T AHWG. The work programme shall investigate other relevant research areas within capability lines of development in addition to material and technology in line with the DOTMLPF-I methodology (e.g. legal, procedural, organisational).

WP3: to produce white papers/special reports on relevant research topics for the military such as (but not limited to): Artificial Intelligence for Cyber Defence, Cyber Threat Intelligence, Threat Hunting, Supply Chain Management and Cloud Security. The focus of these reports shall be given to: assessing impacts

on military operations and consolidating a list of collaborative project proposals (supported by detailed outline descriptions, technical proposals, etc.) to be assessed by the Cyber R&T AHWG..

The contractor will integrate the outcome of the tasks described under section 1.5 into the full Cyber SRA and the Cyber SRA Executive Summary while using the OSRA template (all templates will be provided by EDA). In addition, the contractor will be requested to summarize the SRA on a poster which can be used for exhibitions, using a template to be provided by EDA.

Additional tasks not included above and which are in line with the objectives of the study, may be requested when launching specific request for services (following specific contract 1):

#### **1.4.INPUT BY THE CONTRACTING AUTHORITY**

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

- I. The latest version of the Cyber Strategic Research Agenda
- II. Cyber R&T AHWG TBBs including titles and descriptions as provided to the OSRA IT tool in 2018
- III. Latest version of TBB template (MS Office document)
- IV. EDA technology taxonomy
- V. OSRA R&T prioritisation criteria
- VI. Relevant extract from the latest available version of the CDP
- VII. Other technical reports considered as relevant e.g. cyber security technologies study

The documents indicated below are deemed necessary **in order to prepare a tender in line with this specification**; they will be provided to tenderers during the tender preparation phase, providing that the tender can sign a non-disclosure agreement:

The following documentation produced so far in the frame of the contract- 15.ESI.OP.162:

Overarching strategic research agenda CapTech SRAs harmonisation (OSRA):

- I. Full TBB template used as input to the EDA OSRA IT-tool
- II. OSRA presentation

Tenderers shall send a request to access the documentation to EDA for the purpose of this procurement to [procurement@eda.europa.eu](mailto:procurement@eda.europa.eu) together with a signed Non-Disclosure Agreement (NDA; available in

annex to the tender specifications). Upon receiving the scanned signed NDA, EDA will communicate to the requesting tenderer the aforementioned documents:

## **1.5. REQUIREMENTS FOR THE SERVICES**

In order to assess the quality of tenders, tenderers are requested to submit a tender demonstrating how they would intend to execute the **first specific contract** as described in Section 1.3 in compliance with the requirements of Sections 1.5, 1.6, 1.7.

**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.**

### **Future Specific contracts**

The implementation of future specific contracts is subject to budget availability and may cover one or several objectives of the study as described in section 1.2 similarly to what requested for SC1..

#### **1.5.1. Guidance on Methodology**

During the execution of the specific contracts, the last version of the Cyber SRA as well as previous OB studies containing technology surveys and evaluations as well as roadmaps shall be taken into account as far as they are considered as relevant. Such information should be complemented by additional information (open-source, industrial, governmental) which will be gathered by the tenderer according to the consultation plan (e.g. web searches, bilateral meetings, interviews, remote questionnaires, etc.) proposed by the tenderer.

As the contractual work requires a close interaction with the pMS represented in the Cyber R&T AHWG or PT CD as well as with the European defence industry and academia, such interactions should be adequately taken into considerations and planned. The offer shall therefore contain a proposal on how this interactions will be organized (e.g. which documents will be prepared in advance, which will be the expected contributions from the relevant stakeholders, etc.).

The contractor shall avoid over-burdening EDA's stakeholders with questionnaires. The use of viable alternative methods should be considered (e.g. phone interviews, separate meetings with pMS and other stakeholders). The contractor shall coordinate its activities with the EDA project officer and where necessary with other relevant actors.

### 1.5.2. Performance and Quality Requirements

EDA will apply the following quality criteria, as relevant, when reviewing the final version of a deliverable:

- a) Relevance: Does the deliverable deal adequately with requests for information from EDA and is it in line with the specifications? Was any part of the assignment de-scoped by the contractor without consulting with EDA (NB: this may result in price deduction)?
- b) Appropriate methodology: Is the design of the deliverable adequate and suitable for providing the results required within the time limits to answer the objectives of the underlying task?
- c) Reliable information: Is the information and material collected or selected relevant and valid?
- d) Sound analysis: Is the analysis of the information and material complete and appropriate? Are proposed datasets relevant for the analysis?
- e) Credible results: Are the results logical and justified by the analysis of the data and literature?
- f) Valuable results: Are the results valuable and representative?
- g) Clarity: Does the deliverable describe the context and goal of the work and are the results presented in such a way that they can be validated and transferred by/to stakeholders?
- h) Language: Is the English language used in the report understandable, of high quality and shareable with EDA stakeholders?

### 1.5.3. Delivery Time and Meetings

For the implementation of first specific contract, the contractor is expected to organize and participate in at least the following meetings:

- A kick-off meeting;
- An interim progress review meeting;
- Two Workshops;
- A final meeting.

The time lines for the meetings are presented in the Table 1 below.

- Kick-off Meeting (T0):** Kick-off meeting to be held at EDA premises (within 2 weeks after the signature of the specific contract). The exact date of the kick-off meeting will constitute (T0) and will be used to fix the exact dates of the milestones. The kick-off meeting date (T0) will be set by EDA in agreement with the Contractor. At the kick-off meeting, the Contractor shall present a detailed Management Plan to be followed throughout the project which shall be commented by the EDA Project Officer (PO) based on/complementing further the drafts provided by the contractor previously within the tender. Three weeks after the kick-off meeting, the contractor shall submit the final Management Plan taking into account the outcomes of the kick-off meeting. Furthermore, the contractor is expected to deliver the draft agenda at least one week before the meeting and the final agenda including EDA comments at least one day prior to the meeting. The minutes of the meeting, gathering the relevant information discussed and all presentations made, are to be uploaded to the ECP workspace to be created by the PO within two weeks from the date of the meeting.
- Interim Progress Review Meeting:** Progress review meeting to be held approximately T0+6 months at EDA premises, unless otherwise agreed between EDA and the contractor.
- Workshops.** The contractor shall prepare and conduct **two workshops** in support of the work packages described under section 1.3. These meetings, which by default will take place at EDA premises (unless otherwise agreed between the parties) and, if possible and deemed adequate, conducted in combination with the Cyber R&T AHWG/PT CD meetings allowing the participation of governmental representatives and non-governmental Experts. Bearing in mind that the agenda and supporting documentation for these workshops will have to be approved by EDA before submission to participants, and in order to ensure the success of the exercise, the workshop supporting information shall be sent to EDA for revision 2 weeks before the workshop. The following deliverables and associated timing are to be envisaged:

  - Propose a list of participants of the workshop for EDA's approval. This list shall contain relevant stakeholders: 2 months before the workshop
  - Draft workshop agenda: 4 weeks before the workshop
  - Workshop supporting documentation: presentations, working papers and any other document required by the proposed methodology to be provided to the workshop attendees: 2 weeks before the workshop.
- Final Meeting :** Final meeting to be held approximately T0+12 months at EDA premises, unless otherwise agreed between EDA and the contractor. During this meeting the contractor shall present and discuss the work carried out within the specific contract and present the Final Report. Two weeks before this meeting the contractor shall provide EDA with all related draft documentation. The Cyber R&T AHWG / PT CD members will be invited to attend to this meeting.

- **Additional meetings** may be required between the contractor and EDA’s stakeholders (e.g. to discuss project progress reports). Should such a need be identified, it should either be included in the technical proposal or notified by the contractor to EDA in the course of the contract implementation one week in advance in order to facilitate the meeting organization. These meetings will be held via WebEx or telephone. In case of facing difficulties during the project execution which cannot be handled otherwise, the contractor and the EDA PO can decide to transform a WebEx meeting into a face-to-face meeting at EDA premises.

The contractor will prepare the work needed regarding the content of the events (i.e. presentations, working papers, brochures etc.). All meetings/workshops shall include a power point presentation of the work progress and a presentation of the status & overview of the remaining activities. For all the meetings, the Contractor shall be responsible for organising, conducting and taking minutes of all meetings. He shall upload to the respective ECP workspace 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 submitted for review to the EDA PO by the Contractor within two weeks after the meeting.

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

Table 1

Time-line	Meetings	Content/Deliverables	Milestone & Milestone Payments
Contract signature + 2 weeks max T0	Kick-Off Meeting	Management Plan and Consultation Strategy	
T0+3 weeks		<u>DO.1</u> .Final Management Plan and Consultation Strategy in line with the conclusions of the Kick-Off Meeting	

T0+6 months	Interim Progress Review Meeting	<u>D1.1</u> Interim Progress Report	M1 – Interim Payment (40%)
T0+12 months	Final Meeting	<u>D2.1.</u> Final Report <u>D3.1</u> Executive Summaries of publishable quality <u>D4.1</u> Factsheet, white papers, special reports	M2- Balance Payment (60%)
To be defined	2 workshops		

Future specific contracts:

Deliverables and payments schedule, as well as the number of required progress meetings shall depend upon the specificities of each forthcoming specific contract. The meetings shall ideally take place at EDA's premises or remotely (videoconference, WebEx), unless other mutually consent arrangements between EDA and the contractor are made.

## 1.6. REQUIREMENTS FOR THE DELIVERABLES

### 1.6.1. Intermediate outputs and deliverables

The contractor is expected to provide a thorough analysis about cyber defence technology aspects as indicated in section 1.3.

#### First Specific Contract (SC1)

##### DO.1 Final Management Plan and Consultation Strategy

It shall be in line with the conclusions of the kick-off meeting.

##### D1.1 Interim Progress Report

Interim Progress Report shall include results of the WP.1. and WP.2.

The Interim Progress Report shall provide intermediate results which include, but not limited to, the following aspects:

- 1) A list and description of **technology challenges** derived from military Cyber Defence capabilities requirements notably the CDP and the Cyber SRA (TBBs) findings, from trends in Cyber threats, vulnerabilities, and from Cyber Defence enabling technologies identification including use cases for military applications.
- 2) For each listed item a **comparative assessment** with existing and planned civil and military Cyber Security and Cyber Defence capacities, technology (road)maps and portfolios. At the end of each comparative assessment a proposed action: no action (technology expected to be available off-the-shelf) – limited action (plan for military adaptation or add-on) – full action (plan for full military R&D). For each item requiring limited or full action, a risk assessment if this action will be taken or not in due time (see section 1.3 “scope of work” for details on the “time” requirement).
- 3) For the same items (limited/full action), and looking at the coming 10 years, a **detailed implementation plan of R&T activities** to be initiated over time, including a detailed technologies roadmap with respective technology milestones/readiness level (TRL), necessary investment (the military Cyber Defence R&T roadmap) and expected impact on elements of the vision and strategic objectives. This work will complement and update the Cyber SRA including a **work programme** of potential collaborative R&T projects supported by outline descriptions and technical proposals. A proposal for prioritisation of investments (top 10 priorities), from combining risk assessment with the roadmap.
- 4) Proposals for topical clusters (refinement of existing TBBs or proposed new TBBs) within the roadmap following OSRA methodology, by grouping of activities and/or capacities.

In putting together results from the implementation plan, a comprehensive approach shall be taken, including system aspects, latest innovative developments, academic sciences, consultancy for risk management, and collaborative trans-/multi-national aspects of Cyber Defence.

#### **Future specific contracts:**

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

### **1.6.2.Final output and deliverables**

#### **First Specific Contract (SC1):**

##### **D2.1 Final Report**

Final report shall include the final results on work packages listed in section 1.3. The final report shall explain and highlight issues studied, describe data collected, describe findings, explain implications, and stating the main results and conclusions in compliance with the scope of work in coherence with the interim progress report.

##### **D3.1 Publishable Executive Summaries**

Publishable Executive Summaries of the results achieved through the implementation of work packages listed in section 1.3 (including additional tasks proposed by the tenderer, if applicable) identifying key conclusions and recommendations of the study. The Executive Summaries shall be suitable for publication (e.g. academic journals, scientific publications, defence journals, conferences or other fora) in order to enable the European Defence Agency to proliferate and raise awareness to relevant audiences for its engagement in the activity. References and citations should be marked appropriately.

##### **D.4.1 Factsheet, white papers, special reports on the main results of the study**

The contractor is requested to write and produce a factsheet on the main results of the study. The factsheet is to be elaborated in coordination with EDA Project Officer. The contractor shall produce white papers or special reports on relevant research topics as described in section 1.3.

##### **Other Documents related to the study implementation**

All progress reports, agenda and minutes of meetings and workshops, PowerPoint presentations and other documents related to the meetings have to be prepared and delivered by the contractor. A PowerPoint presentation on the full Cyber SRA content should be delivered at the final meeting, with the

objective to use it as reference presentation for future meetings. In addition, a **poster** which can be used for exhibitions presenting the Cyber R&T scope shall be prepared and delivered together with the final deliverables.

#### **Future specific contracts:**

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

### **1.6.3.Resources**

To successfully perform the tasks of the FWC, the contractor is expected to deploy a team of experts covering the following fields of expertise or topics:

- Project Management
- Knowledge about Cyber Security/Cyber Defence/Information Security research activities
- Knowledge about Cyber Security/Cyber Defence state-of-the art technologies and trends
- Knowledge about cyber defence/information security specificities for military communications and information systems
- Knowledge of the Cyber Security Industry

~~The man-day efforts expected for each task have been estimated by EDA and are provided in the Financial Offer Form (Annex 4.6).~~

### **1.6.4.Intellectual property rights**

Any intellectual property rights generated under the present FWC will be owned by EDA.

### **1.6.5.Approval Process for the Deliverables**

The deliverables are to be provided electronically, by e-mail or preferably by uploading them in a dedicated EDA collaboration workspace (ECP)<sup>22</sup>, for approval by 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

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<sup>22</sup> Access to the project workspace will be provided by EDA following the award of the contract

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.

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

#### **1.6.6. Structure and Graphic Requirements of the Final Deliverables**

All deliverables and associated documentation to be produced in the frame of present framework contract shall be provided in English, and both in electronic and hardcopy formats. A quality control by an English native speaker shall precede the released documents.

The final version of all deliverables shall be delivered and presented to EDA by the Contractor at EDA premises by the end of every period of execution of the tasks specified in the specific contract. All presentations and reports shall be delivered in .pdf format on USB stick/flash drive with all reports on .word and pdf format and presentations on .ppt format.

The contractual deliverables shall be delivered in accordance with the following requirements:

- All draft/interim deliverables documentation/presentations shall be submitted both via e-mail (if size allows) or preferably uploaded to the ECP workspace of the project (which will be created by EDA), in an editable file format (MS Word, MS Excel, MS 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 and presentations in both editable and .pdf format shall be provided to EDA in 20 copies to be distributed to EDA participating Member States. The USB stick/flash drive or the CD ROM should be duly packed, identified with the EDA logo, name of the study, date and copy number.
- The contractor shall also deliver 1 paper copy of the Interim Progress Report and Final Report.

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

The interim progress report and final study report shall include:

- an abstract of no more than 200 words
- the following standard disclaimer:

*“This study was commissioned by the European Defence Agency in response to the invitation to tender No 18.CAT.OP.137. 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.”*

If the contractor intends to communicate or to transfer in any form to a third party or to develop for a later use the information gathered in the process of this study, it has to seek the prior written authorisation from EDA, who reserves the right to refuse the authorisation and the right to participate in exploitation of the subsequent products.

## **1.7. MANAGEMENT OF THE CONTRACT**

The contractor shall be responsible for the overall management of the project performance and for an appropriate coordination with the EDA including, but not limited to:

- Coordination with the EDA and its representatives for the contract;
- Management of external sources of information;
- Preparation of the meetings, workshops and deliverables;
- Ensure minimum requirements on the quality of the deliverables.

The contractor is expected to appoint for this contract a project manager (serving as the main point of contact for EDA), who shall work closely with EDA for the execution of the present contract. The project manager shall ensure the overall management, coordination and appropriate reporting during the contract.

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 through regularly e-mailing the responsible EDA 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 capacity to undertake the contract deliverables according to the terms of the contract.

## **2. THE CONTRACT**

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

### **2.1. NATURE OF THE CONTRACT**

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

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

The contract shall enter into force on the date on which it is signed by the last contracting party (expected to be signed Q4/2018).

The duration of the framework contract shall not exceed 48 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/supply contract and the subsequent specific contract (s)/order form (s) have been signed.

### **2.3. MAXIMUM VALUE OF THE CONTRACT**

The maximum value of the framework contract is EUR 470 000. EDA intends to sign one specific contract as stated above for an amount of up to EUR 170 000. The remaining of the maximum budget of the framework contract will be used in case of budget availability.

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

In accordance with Article 11.1 (e) Annex I FR of Regulation (EU, Euratom) No 2018/1046 of the European Parliament and the Council, 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.

- One interim payment of 40 % upon receiving of an invoice and subject to the approval of all deliverables set out in section 1.5.2 up to Milestone M1.and
- the balance payment of 60% upon receiving of an invoice and subject to the approval of all deliverables set out in section 1.5.2 up to Milestone M2.

## **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).

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

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

Accordingly:

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

EDA will solely have direct 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.

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 (insert in e-Submission under: 'Attachments' section ->'Technical and professional capacity' tab). The expression "consortium leader" in the e-Submission application is equivalent to "Group Leader" or "Group Manager" in the document of power of attorney.

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

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

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

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

An economic operator can only participate once as a tenderer, whether as single tenderer, lead organisation in a consortium/joint tender or partner in a consortium. The economic operator may however

agree to act as a subcontractor in a distinct tender from which it is participating as either of the aforementioned options. However, such a situation is not advisable for the high potential of conflicts of interest it may generate.

## **2.8.SECURITY STANDARDS**

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

The overall classification of the present contract is Unclassified.

## **2.9.GUARANTEES**

Not applicable.

### 3. THE PROCUREMENT PROCEDURE

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

This procurement procedure is governed by Regulation (EU, Euratom) No 2018/1046 of the European Parliament and the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union.

#### 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
<b>Section one:</b> Administrative information	'Attachments' section ->'Other documents' tab
<b>Section two:</b> Exclusion and selection criteria form	'Required fields' section'
<b>Section three:</b> Evidence relating to the selection criteria	'Attachments' section ->'Economic and financial capacity' tab  'Attachments' section ->'Technical and professional capacity' tab
<b>Section four:</b> Technical Proposal – Addressing technical specifications and award criteria	'Tender Data' section ->'Technical tender' tab
<b>Section five:</b> Financial Proposal	'Tender Data' section ->'Financial tender' tab

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/EU<sup>23</sup>.

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” (registration on TED e-Tendering is required to be able to create and submit 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 working days before the time limit to submit tenders, any remark, complaint or objection they would have in relation to all aspects of these procurement documents in order that EDA can evaluate the need for corrective measures and implement them before the submission of tenders.

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<sup>23</sup> 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).

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.

### **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.

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

Information about the e-Submission application as well as a step by step guide on how to access it and submit a tender is provided in the document "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 04/10/2018, 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.

Please note that the tenderer is responsible to ensure that their full tender (all required documents and evidence) reaches the destination in due time. To avoid any difficulties with regard to late receipt/non receipt of tenders within the deadline, tenderers are advised to initiate their tender submission (in eSubmission) as early as possible. The time it takes to submit the tender and upload all your documents may vary considerably depending on the number of concurrent submissions by other economic operators, the size of your tender and the type of internet service you are using.

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

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

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

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

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

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

Please note that the support line is open from 8:00 to 18:00 on all EDA working days.

After submitting a tender, but before the deadline for receipt of tenders, a tenderer may definitively withdraw its tender, or withdraw it and replace it with a new one<sup>24</sup>. In these cases the tenderer must send a withdrawal/replacement notification, clearly specifying the call for tender's reference and the e-Submission ID of the tender<sup>25</sup> being withdrawn/replaced. The notification must be dated, signed by the tenderer or the group leader in case of a joint tender and sent as follows:

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

### **3.2.2. Acceptance of terms and conditions**

Submission of a tender implies acceptance of the terms and conditions set out in this invitation to tender, in the tendering specifications and in the draft 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.

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<sup>24</sup> To submit a new version, the tenderer must create a new tender in e-Submission and include all the information and documents required in the procurement documents with the submission of a tender, even if some of them have already been included in the replaced tender.

<sup>25</sup> The e-Submission ID of the tender can be found on the left-hand side of the screen of the tender in e-Submission as well as in the tender reception confirmation.

### 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 **05/10/2018 at 10h00 Brussels time**, at the following location:

European Defence Agency (EDA) Rue des Drapiers 17-23 B-1050 Brussels, Belgium
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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](mailto:procurement@eda.europa.eu) at least 48 hours in advance. This notification shall be signed by an authorised officer of the tenderer and specify the name of the person who will attend the opening of the tenders on the tenderer's behalf. On the day of opening the representatives of tenderers shall present the '*Tender Reception Confirmation*' sent by the e-Submission application in order to be allowed to attend the opening meeting.

### 3.4.PROCESSING OF TENDERS

#### 3.4.1.Protection of Personal Data

If processing your reply to the invitation to tender involves the recording and processing of personal data (such as your name, address and CV), such data will be processed by EDA in accordance with Article 31 of Council Decision (CSFP) 2015/1835 which establishes that the rules laid down in Regulation (EC) No 45/2001<sup>26</sup> shall apply to the processing of personal data by EDA.

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

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

You are informed that for the purposes of safeguarding the financial interest of the Union, your personal data may be transferred to Internal Audit, to the College of Auditors or to any other body to

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<sup>26</sup> 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 Checks and Audits (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 136 of the Regulation (EU, Euratom) No 2018/1046 of the European Parliament and the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, 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](mailto: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, under 'Identification of the Tenderer' section Click 'Add new' to identify each entity participating in the tender (please refer to p. 5-6 of the "Quick e-Submission Guide for Economic Operators Applicable for Call for Tenders Published as of 22-03-18" available under the link: <https://eda.europa.eu/docs/default-source/procurement-library/quick-e-submission-guide-for-economic-operators-applicable-for-call-for-tenders-published-as-of-22-03-18.pdf>).

In addition, to identify 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 together with the supporting evidence to the section 'Attachments' ->'Other documents' tab. A standard template in each EU language is available at:

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/legal\\_entities/legal\\_entities\\_en.cfm](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. 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 together with the supporting evidence to the section '*Attachments*' -> '*Other documents*' tab.

The form is available at the following Internet address:

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/financial\\_id/financial\\_id\\_fr.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_fr.cfm)

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

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

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

In accordance with Article 141 of the Regulation (EU, Euratom) No 2018/1046 of the European Parliament and the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, 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 136;
- 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 shall 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 136 and 141 of the Financial Regulation and detailed in the form;
2. state whether they fulfil the selection criteria;
3. undertake to submit to EDA any additional document relating to the exclusion/selection criteria, that EDA considers necessary to perform its checks, within fifteen calendar days following the receipt of EDA's request.

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

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

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

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

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

In order to prove their economic and 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>
<b>1. ECONOMIC AND FINANCIAL CAPACITY</b>
1.1 The tenderer must have a minimum annual turnover of 150 000 EUR for the last three financial years for which accounts have been closed.
<b>2. TECHNICAL AND PROFESSIONAL CAPACITY</b>
<u>Minimum capacity level relating to tenderers:</u>
2.1.The tenderer shall demonstrate experience in providing services / expertise in all of the following domains: <p style="margin-left: 40px;">Cyber defence research and technologies</p> <ul style="list-style-type: none"> <li>• Experience in dealing with defence-and security-specific operational requirements and technical aspects for technologies related to cyber defence;</li> <li>• Experience of latest cyber related technology state-of-the-art (including disruptive technologies e.g. Artificial Intelligence, blockchain, etc);</li> <li>• Experience in technology forecasting and industrial road-mapping for long-term projects or programmes involving multiple suppliers;</li> <li>• Experience of global trends and drivers that determine the overall security and defence environment (research, technological, industrial and market) for the evolution of technologies in the IT/cyber security/cyber defence domain.</li> </ul> <p>To comply with the minimum capacity required under 2.1 the tenderer must have successfully completed at least 3 projects (with minimum value for each project of 100 000 €) with different organisations for providing services in at least 2 of the 4 domains indicated above in the past 3 years.</p>

2.2. The tenderer shall demonstrate experience in consultation activities (in particular through the organization and/or active participation of at least 2 debates, panels, surveys, workshops) and management of high-level technological studies in the field of defence and/or research and technology in the last 3 years (with minimum value for each project of 100 000 €).

Minimum capacity level relating to the team delivering the service:

2.3 The tenderer shall demonstrate its capacity to provide a team of minimum 4 experts having at least the following qualifications/expertise:

Project Manager: At least 5 years' experience in activities such as project coordination, including overseeing project delivery, quality control of delivered service, stakeholders consultation, client orientation and conflict resolution experience in project of a similar size.

Experts: Relevant Higher education degree on Computing Science, Information Technologies, Telecommunications or any related fields complemented with at least 5 years' professional experience as required under 2.1.

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) shall provide proof of their economic and financial capacity by submitting the following documents:

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

Documents certifying financial and economic capacity must be uploaded to the e-Submission application under: 'Attachments' section ->'Economic and financial capacity' tab. If, for some exceptional reason which EDA considers justified, a tenderer is unable to provide the above document, he or she may prove his or her economic and financial capacity by any other document which EDA considers appropriate. In any case, EDA shall at least be notified of the exceptional reason and its justification in the tender. EDA reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity.

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

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

- The CVs of experts detailing the educational and professional qualifications and experience. The Europass curriculum vitae format<sup>27</sup> 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 uploaded to the e-Submission application under: 'Attachments' section ->'Technical and professional capacity' tab. By submitting a tender, each legal entity involved therein accepts the possibility of a check being carried out by EDA 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.

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<sup>27</sup> <http://europass.cedefop.europa.eu/en/home>

No	Qualitative award criteria	Weighting (maximum points)
1	<p><u>Quality of the proposed methodology (to address the technical specifications)</u></p> <ul style="list-style-type: none"> <li>• The Management Plan with regard to its compliance with the subject, scope and services required for the project. Relevance, completeness and viability of the proposed methodology and manner in which the tasks will be performed. Identification, full coverage and rationale of the important items, key issues of the specifications. (30 pts).</li> <li>• The Consultation Strategy completeness and suitability with the requirements of the project Approach and methodology for a proper analysis of the information gathered during the interactions with the stakeholders and integration of the results in the output documentation (20 pts).</li> </ul>	50
2	<p><u>Quality of the proposed schedule management</u></p> <p>This criterion will assess the proposed work breakdown structure with regard to tasks, deliverables, milestones etc. In detail, the proposal should demonstrate a good:</p> <ul style="list-style-type: none"> <li>• Adequacy of the proposed time schedule management;</li> <li>• Proposed Work Breakdown structure and interactions/dependencies of the main work elements;</li> </ul> <p>Quality of compliance of the proposed Work Breakdown structure with the subject, scope and services required for the project (tasks, deliverables, milestones);</p>	15
3	<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 shall provide details on the allocation of time and resources and the rationale behind the choice of this allocation.</p>	15
4	<p><u>Quality of the proposed quality management</u></p> <p>This criterion will assess the quality system applied to the service foreseen in this tender specification concerning the quality of the deliverables, the language quality check, and continuity of the service in case of absence of a team member. The quality system should be detailed in the tender and specific to the tasks at hand; a generic quality system will result in a low score.</p>	10
5	<p><u>Quality of the proposed risk management</u></p> <p>This criterion will assess the identification of risks and mitigation measures applied to the service foreseen in this tender specification.</p>	10
Total Number of Points for Technical Quality Score		100

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

#### Tenders scoring

\* less than 70 % in the overall points total or

\* less than 50 % in the points awarded for a single criterion

will be excluded from the rest of the assessment procedure.

#### 3.5.4.2. Technical Proposal (Section Four)

Tenderers shall include in their tenders the technical proposal addressing all aspects detailed in the technical specifications set out in section 1. The technical proposal shall comply with the technical specifications and provide, as a minimum, the information specifically requested.

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

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

#### Proposed methodology.

- **A draft Management Plan**<sup>28</sup> 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.

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<sup>28</sup> 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**<sup>29</sup> shall contain an explanation of how the tenderer intends to identify, access and exploit sources of information relating to the contract objectives and how the stakeholders, institutions, organisations, experts will be consulted, shall be provided.

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

#### **Proposed timescale for delivering the project.**

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

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<sup>29</sup> 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.

### Proposed quality management.

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

### Proposed risk management

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

The technical proposal needs to be uploaded to the section 'Tender Data' ->'Technical tender' tab. Please note that, to grant equal treatment of all tenders, it is not possible to modify tenders after their submission in relation to the technical and financial proposals. Incomplete technical or financial proposal may have a considerable negative impact on the evaluation 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	

Tenderers presenting a price in excess of the maximum amount of EUR 170 000 for specific contract 1 shall be 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 Data*' -> '*Financial tender*' tab.

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

- Prices shall be expressed in euros.
- Prices shall be quoted free of all duties, taxes and other charges, i.e. also free of VAT. EDA is exempted from such charges in the EU in accordance with Article 27.3 of Council Decision (CFSP) 2015/1835 of 12 October 2015.
- Prices shall not be conditional and be directly applicable by following the technical specifications.
- The experts' man-day fee quoted for the first specific contract shall be binding on the future contractor for the purposes of providing services in the scope of future specific contracts throughout the duration of the FWC.
- 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 prices 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. number of man-days, experts' daily fees, travel and accommodation costs if applicable) have been used to elaborate the financial offer.
- 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 0.6) + (financial score x 0.4)

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

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

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

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

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

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

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

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

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

## **4. ANNEXES**

(Enclosed as separate documents)

- 4.1. Checklist of Documents to be Submitted in the E-Submission Application**
- 4.2. Subcontractor – Letter of Intent**
- 4.3. Power of Attorney**
- 4.4. Exclusion and Selection Criteria Form**
- 4.5. Financial and Economic Capacity Overview Form**
- 4.6. Model Financial Proposal Form**
- 4.7. Draft framework contract**
- 4.8. Non-Disclosure agreement**