

## Call for Tenders

**19.RTI.OP.079**

**Service Contract for the provision of “HIGH POWER  
ELECTROMAGNETIC MUNITIONS - HPEM”**

**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 19.RTI.OP.079

# **1. TECHNICAL SPECIFICATIONS**

## **1.1. GENERAL BACKGROUND**

Modern military equipment relies heavily in advanced electronic systems, which greatly contribute to optimize and, in most cases, enhance a great variety of military functions (e.g. detection, identification, communication, engagement and protection). The wide spread of electronics results also on an increased vulnerability of military forces, especially when facing Electromagnetic Pulse (EMP) threats.

Military combat platforms, such as navy vessels, main battle tanks and command posts, are increasingly incorporating improved active protection systems, based on sophisticated electronic sensors and processing units. The aim is to allow an improved survivability to modern missiles and munitions threats, which in their side are also incorporating more electronics. Moreover, several tasks have been replaced by automated systems, allowing to free military staff to perform other combat activities. Though, in case of failure of electronics, manual operations might no longer be possible, or the work force is not proficiently trained anymore.

Moreover, in order to reduce weight, save space and cost reduction, miniaturized circuit and Commercial-of-the-Shelf (COTS) electronics are being introduced in military equipment, where their resilience to external disruption might not be fully known or considered.

In this way, EMP weapons can disrupt military equipment on the battlefield, debilitating critical electronics in numerous mission-critical equipment (e.g. communication systems, radars, unmanned vehicles, electric grid, computers, sensors, ...). Any electric system connected to a wire that can act as an antenna may be disrupted by an EMP effect and generate a cascading effect, affecting the combat readiness level and combat potential of a military force.

An EMP effect can be generated by two main methods: overhead nuclear burst or microwave emission. Technology developments on High-Power Microwaves (HPM) are becoming increasingly interesting for military applications. HPM electromagnetic energy can be formed as a near-instantaneous pulse, created through specific electrical equipment that transforms electric power, powerful chemical reaction or explosion, into microwaves which are can be very damaging to electronics.

The tactical use of EMP weapons, such as guided munitions, missiles or even mortars, might be a significant technological advantage and potential game changer in conventional warfare.

## **1.2. GENERAL AND SPECIFIC OBJECTIVES**

The project consists of a desk study aiming to provide a well-documented and deep analysis on the potential of innovative High-Power Electromagnetic (HPEM) Munition concepts capable of generating an electromagnetic effect on electronic devices on the future battlefield.

Such HPEM Munitions should be able to defeat or destroy electronic systems within a large spectrum of operational scenarios. Depending on these scenarios, Electromagnetic Pulse (EMP) or Electronic Warfare (EW) warheads could be integrated in missiles, munitions and submunitions, or even drones to offer opportunities not available with conventional warheads.

In addition, the results of this study will act as input for assessing the robustness of existing or under development devices or systems equipped with electronics onboard when faced with threats from HPEM munitions.

### 1.3.TASKS/SCOPE

The study is expected to assess the key technology gaps and scientific challenges associated with the development of future High Power Electro-Magnetic Munitions to defeat electronics onboard equipment and systems on the future battlefield. A second outcome will be recommendations to Capability developers on the opportunity HPEM munitions could bring to future warfare, through scenarios and the assessment of their operational performances. Finally, as third output, the study results will help to better understand improvements needed to robust future military equipment and systems with electronics onboard, when facing HPEM threats.

In this way, the study should answer, at least, to the following key questions:

- Which technology building blocks may contribute to achieve HPEM effects?
- Which are the main targets to consider and their vulnerability assessment?
- Which are the most suitable concepts for HPEM munitions and for which scenarios?
- Which are the HPEM munitions requirements from a user point of view?

Other relevant questions can be proposed by the tenderer.

A more comprehensive description above-listed specific tasks will only be disclosed to economic operators against the submission of a duly completed and signed Non-Disclosure Agreement (NDA) (Annex 4.8).

**In order to receive the description of the specific tasks, the potential tenderers have to submit their request sending an e-mail from an account having the same domain of the entity to the EDA functional mailbox: [procurement@eda.europa.eu](mailto:procurement@eda.europa.eu)**

EDA strongly advises all the potential tenderers to submit their request as soon as possible. Please also note that EDA cannot be held liable for non-processing of requests due to noncompliance resulting from factors beyond EDA responsibility and control.

The request shall include the following information:

- Object of the request (in the subject of the message);
- Full name of the requesting entity;
- Contact details of person requesting/receiving the description of the tasks (name and surname);
- A Scanned version of a duly completed and signed NDA

Please note that in case of a consortium, all the members have to send their individual request and sign the NDA in order to receive the description of the tasks.

Please be aware that giving the time required to process each individual request, the requests to have access to the description of the tasks which are received by EDA in the last 5 working days before the closure of the call (**05/11/2019**) may not be satisfied.

### 1.4.INPUT BY THE CONTRACTING AUTHORITY

N/A.

### 1.5.REQUIREMENTS FOR THE SERVICES OR SUPPLIES

#### 1.5.1. Guidance on Methodology

Tenderers are to ensure that the methodology proposed in their respective tenders covers all aspects of the study also considering the context and objectives of this study and the following conditions:

- The balance between the efforts devoted to each specific objective of the study should be reasonable and well justified. The analysis of today's situation should build on recent and relevant information.
- More generally, the study should be based on data from a variety of sources such as company, industry, government, trade journals and organisations, as well as market studies. It should include information from literature reviews and discussions/interviews with technology/market experts and key stakeholders in the field of Electromagnetic Pulse Technologies, Munition and Missiles systems. Efficient use of available networks should be made by liaising with relevant stakeholder groups.

Key performance indicators should be established to carry out the performance analysis of the selected technologies.

### **1.5.2. Performance and Quality Requirements**

EDA will apply the following general 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 tender specifications?
- b) Reliable information: Is the information and material collected or selected relevant and valid?
- c) Sound analysis: Is the analysis of the information and material complete and appropriate? Are proposed datasets relevant for the analysis?
- d) Credible results: Are the results logical and justified by the analysis of the data and literature?
- e) Valuable results: Are the results valuable and representative?
- f) 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?
- g) Language: Is the English language used in the report understandable, of high quality and sharable with EDA stakeholders?

### **1.5.3. Delivery Time and Meetings**

In the frame of the execution of the tasks encompassed in the contract, 6 meetings and 2 workshops, as described below, are foreseen. More meetings may be requested if deemed necessary. The type of meetings shall be:

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

At the kick-off meeting, the contractor shall present its proposed Management Plan (including the draft consultation strategy) to be followed in conducting the study, based on/complementing further the drafts provided by the contractor previously within the tender. Two week after the kick-off meeting, the contractor shall submit the final Management Plan which will take into account inputs received during the kick-off meeting, to EDA for final approval.

- **Interim Report Meetings:** 4 interim report meetings (T0+4, T0+9, T0+13, T0+16) to be held in EDA premises in Brussels or in one of the Member States. The precise location will be agreed between EDA and the contractor. Meetings could be held, as far as possible, together with the CapTech Ammunition Technologies meetings and/or CapTech Components meetings, in order for Member States experts to be involved on the development of the Study.
- **Workshops:** The contractor shall organise 2 workshops, to be held at T0+4 and T0+13, with experts coming from EU Member States, from Governmental organizations and Industries (to be assessed during the development of the study). The contractor will be responsible for proposing an agenda for the workshops, which will be assessed and approved by the assigned PO and included in an EDA official invitation. Supporting documentation should be distributed one month ahead of the workshop, to allow participants to be prepared to discuss the study theme and functional/technical aspects. During each workshop, the contractor will present the progress report, discuss the achievements up to date and receive further guidance and information to develop the study.

The first workshop aims to discuss and validate both:

- Identified HPEM technology building blocks;
- Targets & vulnerability assessments.

The second workshop aims to discuss and validate:

- Concepts of HPEM munitions and scenarios;
- Identification of HPEM munitions requirements from a user point of view.

Additional topics can be addressed during the workshops, as far added value for the study development will be identified.

- **Final meeting:** Final meeting to be held at T0+18 months at EDA premises in Brussels, unless otherwise agreed between EDA and the contractor. During the meeting, the contractor will present the study /results and related deliverables to EDA and Member States.



The contractor will prepare the work needed regarding the content of each event. All meetings shall include a power point presentation of the work progress and the status & overview of the remaining activities. At least three weeks before each meeting, the contractor shall provide EDA's PO with the draft agenda and material to be presented/discussed/approved during the upcoming meeting. The contractor will provide the final agenda including EDA PO comments the day before the meeting, at the latest.

Within one week after each meeting, the contractor will produce and dispatch the draft meeting minutes, the list of attendees and the action items, to be approved by EDA PO.

Apart from the meetings mentioned above, the contractor will have regular contacts with EDA PO to monitor the contract implementation. Video Teleconference meetings might take place, upon agreement between EDA and the contractor.

**Table 1**

Timeline	Meetings	Reports/ Deliverables	Milestones (corresponding to payments)
T0	Kick-Off Meeting		
T0+4 months	Interim Progress Meeting 1 + Workshop 1	Interim Progress Report 1 [Draft HPEM technology building blocks + draft Targets & vulnerability assessments] Workshop Report 1	
T0+9 months	Interim Progress Meeting 2	Interim Progress Report 2 [Final – HPEM technology building blocks + Final – Targets & vulnerability assessments + draft Concepts of HPEM munitions and scenarios]	Interim Payment 35%
T0+13 months	Interim Progress Meeting 3 + Workshop 2	Interim Progress Report 3 [Final – Concepts of HPEM munitions and scenarios + draft Identification of HPEM munitions requirements from a user point of view] Workshop Report 2	
T0+16 months	Interim Progress Meeting 4	Interim Progress Report 4 [Final – Identification of HPEM munitions requirements from a user point of view + draft Conclusions and recommendations]	
T0+18 months	Final Meeting	Final Report Publishable Summary Factsheet	Final Payment 65%

The timelines indicated by EDA are indicative and can be revised as appropriate to fit the proposed management plan.

#### 1.5.4. Intellectual property rights

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

## **1.6.DELIVERABLES**

The list of contractual deliverables is as follows:

- All Interim Progress Reports, minutes of meetings, PowerPoint presentations and other documents related to the meetings;
- Final Report including the tasks described at 1.5;
- Executive Publishable Summary identifying the key conclusions and recommendations of the study;
- Factsheet on the main results of the study.

### **1.6.1.Intermediate outputs and deliverables**

The contractor shall submit the progress reports to EDA for acceptance as indicated on Table 1. The content of each progress report is associated to the progress review meeting the report is related to and the development of the study should be achieved according to the expected deliverables/tasks in Table 1.

### **1.6.2.Final output and deliverable**

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

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

Interim reports shall be sent electronically 21 days ahead of the interim report meetings to the Project Officer. The draft final version of the study shall be submitted to EDA 15 days before the foreseen date for the Final Report. EDA is entitled to ask for clarifications on the elements and parameters of the report and the contractor shall provide such clarifications in writing before the final deliverables are submitted for approval.

EDA shall have 15 days from receipt to approve or reject the deliverables through a revision procedure that can be repeated as long as the content of the deliverables is not consistent with EDA requirements. The contractor shall have 15 days to submit additional information, corrections or new deliverables.

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

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

#### 1.6.4. Structure and Graphic Requirements of the Final Deliverables

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

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

*This study was commissioned by the European Defence Agency in response to the invitation to tender No.19.RTI.OP.079. The study does not, however, express the Agency's official views. The views expressed and all recommendations made are those of the authors.*

*This study as well as any other results and rights obtained in performance of the ensuing contract, including copyright and other intellectual or industrial property rights, shall be owned solely by the Agency, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation, except where industrial or intellectual property rights exist prior to the contract being entered into.*

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

- All contractual deliverables shall be delivered in .word, .pdf and .ppt formats on 2 (two) USB stick/flash drive, to be master copies with documents in editable form;
- The USB stick/flash drive should be dully packed and with the name of the study (abbreviation);
- The contractor shall also deliver 5 Paper copies of the Final Report and supporting context reports and the Executive Summary;
- 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, using EDA graphical chart. A template (as InDesign file) can be put at the disposal of the contractor. The factsheet is to be delivered (as open InDesign file, PDF file and 50 print copies) together with the Final Report;
- The contractor will also be expected to present the final results of the study to the EDA participating Member States representatives attending the Final Meeting. Within two weeks following to the Final Meeting the contractor shall revise/update the Final Report (including Executive Summary) as appropriate taking into consideration the EDA 's Member States comments and feedback.
- The contractor, besides the formal meetings of the study (Table 1) is also expected to make, at least, a presentation during the CapTech Ammunition Technologies and CapTech Components meetings,

to present a study update or the study final report. The exact dates will be coordinated during the kick-off meeting.

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. EXPORT CONTROL REQUIREMENTS**

The tender shall indicate whether any of the products or services associated with the contract or execution thereof, are subject to any national export, transfer or transit licensing restrictions.

If such restrictions apply, then the tender shall include:

- Certification or documentation demonstrating that the tenderer will be able to honour its obligations regarding export, transfer and transit of goods associated with the contract;
- An indication of any restriction on EDA regarding disclosure, transfer or use of the products and services, which would result from export control or security arrangements.

It shall be the responsibility of the contractor to take all the necessary actions directed at obtaining from the relevant national authority in a timely manner any import/export licenses and import/export documentation required to perform any of its obligations under the Contract.

## **1.8. MANAGEMENT OF THE CONTRACT**

The Tenderer 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 coordination and control of the overall work in connection with the contract;
- the coordination with EDA and its representatives, being the main Point of Contact for EDA for this Contract;
- the preparation of reports / deliverables and high-level presentations;

- the preparation of meetings;
- revising and updating the Management Plan, as needed, throughout the entire duration of the Contract;
- reviewing comments made by EDA on the interim report and resolve them in order to produce the final report;
- the overall management, including management of internal (in case of consortium) and external sources of information;
- the appropriate and timely reporting (during all phases of the implementation of the Management Plan), regarding the progress of the work and any possible technical or managerial problems or obstacles that may affect its capability to undertake the study deliverables according to the terms of the contract, together with a contingency plan.

## **2. THE CONTRACT**

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

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

The contract to be awarded is a direct 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 Q4/2019).

The duration of the contract shall not exceed **18 months**.

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

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

The maximum value of the contract is **EUR 250 000**.

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 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 will consist of:

- one interim payments of 35% upon receiving of an invoice and subject to the approval of all deliverables set out in section 1.5.3 Table 1.
- and the balance of 65% upon receiving of an invoice and subject to the approval of all deliverables set out in section 1.5.3 Table 1.

EDA reserves the right to pay less than the amount foreseen in the financial offer for the contract according to tasks actually performed and /or accepted.

## 2.5. PLACE OF PERFORMANCE

The place of performance of the tasks shall be the contractor's premises and EDA's premises or any other place indicated in the 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 (insert in e-Submission under: '*Attachments*' section -> '*Technical and professional capacity*' tab).

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 **up to EU Confidential**. For details about the elements of contract to which security classification is assigned refer to the draft contract, Appendix III. Several obligations for tenderers and the Contractor derive from this classification.

## **2.9.GUARANTEES**

N/A

### 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	<i>'Attachments' section -&gt; 'Legal and regulatory capacity' tab</i>
<b>Section two:</b> Exclusion and selection criteria form	<i>'Required fields' section'</i>
<b>Section three:</b> Evidence relating to the selection criteria	<i>'Attachments' section -&gt; 'Economic and financial capacity' tab</i>  <i>'Attachments' section -&gt; 'Technical and professional capacity' tab</i>
<b>Section four:</b> Technical Proposal – Addressing technical specifications and award criteria	<i>'Tender Data' section -&gt; 'Technical tender' tab</i>
<b>Section five:</b> Financial Proposal	<i>'Tender Data' section -&gt; 'Financial tender' tab</i>

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>2</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

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<sup>2</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).  
Call for tenders 19.RTI.OP.079

procurement documents in order that EDA can evaluate the need for corrective measures and implement them before the submission of tenders.

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

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

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

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

### **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 "Quick e-Submission guide for Economic Operators" found under link below:

<https://eda.europa.eu/docs/default-source/procurement-library/quick-e-submission-guide-for-economic-operators-applicable-for-call-for-tenders-published-as-of-22-03-18.pdf>

**The deadline for the receipt of tenders ("Receipt Time Limit") is 05/11/2019, at 15h00 (Brussels time)**

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

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

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

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

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

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

In case of any problems with the submission of the electronic tender, we recommend that you call the 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 until 18:00 (Brussels time), on all EDA working days.

After submitting a tender, but before the deadline for receipt of tenders, a tenderer may definitively withdraw its tender, or withdraw it and replace it with a new one<sup>3</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>4</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.

### **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.

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<sup>3</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>4</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.

### 3.3. OPENING OF TENDERS

The received electronic tenders will be opened on **05/11/2019 at 15h30** 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 Regulation (EU) No 2018/1725<sup>5</sup>, pursuant to Article 31 of Council Decision (CSFP) 2015/1835.

Unless indicated otherwise, personal data will be processed by EDA solely for evaluation purposes in accordance with the specifications of the call for tenders. Details concerning the processing of your personal data are available in the privacy statement at:

<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 EDA's Internal Auditor, to the College of Auditors or to any other body to ensure the adequate implementation of Checks and Audits (Article II.24 of the draft contract in annex to the tender specifications).

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<sup>5</sup> Regulation (EU) No 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC (OJ L 295, 21.11.2018, p.39) .



Personal data may be registered in the Early Detection and Exclusion System (EDES) if you are in one of the situations mentioned 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. For more information see the Privacy Statement on:

[http://ec.europa.eu/budget/explained/management/protecting/protect\\_en.cfm#BDCE](http://ec.europa.eu/budget/explained/management/protecting/protect_en.cfm#BDCE)

### **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.

Important notice for British tenderers:

Please be aware that after the UK's withdrawal from the EU, the rules of access to EU procurement procedures of economic operators established in third countries will apply to tenderers from the UK depending on the outcome of the negotiations. In case such access is not provided by legal provisions in force candidates or tenderers from the UK could be rejected from the procurement procedure.

#### 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.
- 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 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 may be excluded. If a subcontractor is subject to exclusion, the tender may be excluded.

#### Evidence relating to the exclusion criteria (Section Two)

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

1. state whether 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 and technical and professional capacity, tenderers (in case of joint tender, the combined capacity of all members of the consortium and the identified subcontractors) must comply with the following minimum levels of capacity.

<u>SELECTION CRITERIA</u>	
<b>1. ECONOMIC AND FINANCIAL CAPACITY</b>	
1.1 The tenderer must have a minimum annual turnover for the last three financial years for which accounts have been closed of 100 000 EUR	
<b>2. TECHNICAL AND PROFESSIONAL CAPACITY</b>	
Sufficient know-how, experience, technical and professional capacity to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract.	
2.1 The tenderer shall prove experience and understanding in:	
<ul style="list-style-type: none"> <li>• High Power Electromagnetic (HPEM) pulse</li> <li>• Technologies and components to generate HPEM pulse</li> <li>• Technologies for Missiles and Munitions</li> </ul>	
<u>Minimum capacity level relating to tenderers:</u>	
Minimum of 1 contract and 2 scientific publications in one of the domains indicated above, in the past 7 years.	
2.2 In terms of available human resources, with proven competences in:	
<ul style="list-style-type: none"> <li>• Project Management</li> <li>• High Power Electromagnetic (HPEM) pulse</li> <li>• Technologies and components to generate HPEM pulse</li> <li>• Technologies for Missiles and Munitions</li> <li>• Proficiency in the English language (oral and written skills)</li> </ul>	

Minimum capacity level relating to the team delivering the service:

Tenderers must propose a team that possesses at least 5 years of experience/expertise in each of the above-listed fields, with a minimum of 5 experts.

Additional documentation deemed necessary from the tenderer's perspective to demonstrate the ability to meet the prescribed technical requirements shall be provided.

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:

- List of relevant services provided in the past seven 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 2.2:

- The CVs of experts detailing the educational and professional qualifications and experience. The Europass curriculum vitae format<sup>6</sup> shall be filled in. Each CV provided shall indicate the intended

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



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.

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>• How the key aspects of the study will be approached (max 20 pts)</li> <li>• How the tenderer intends to identify and exploit sources of information, Consultation Strategy (max 25 pts): <ul style="list-style-type: none"> <li>- background information;</li> <li>- management of external information resources;</li> <li>- ways to ensure efficiency in interacting with pMS (MoD's), research &amp; technology organizations, industry and other relevant European stakeholders;</li> <li>- Information gathering and handling.</li> </ul> </li> <li>• Additional tasks, which will improve the outcomes of the study (max 5 pts).</li> </ul>	50
2	<p><u>Quality of the proposed schedule management</u></p> <p>This criterion will assess:</p> <ul style="list-style-type: none"> <li>- the proposed work breakdown structure with regards to identification, full coverage and rationale of the important milestones and key issues, in a comprehensive project management plan;</li> <li>- The Work Schedule that depicts projects phases and their associated tasks and work packages;</li> <li>- Reporting and monitoring regime to ensure appropriate decisions.</li> </ul>	10

3	<u>Quality of the proposed resource management</u> <ul style="list-style-type: none"> <li>• Balance of the proposed team assigned to the contract implementation, in terms of: <ul style="list-style-type: none"> <li>- Level of resources proposed;</li> <li>- roles and responsibilities of the proposed team members;</li> <li>- estimated man-hours/resources devoted to each work-package and assigned experts;</li> <li>- allocation of time and resources and the rationale behind the choice of this allocation.</li> </ul> </li> </ul>	25
4	<u>Quality of the proposed quality management</u> <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	<u>Additional of the proposed risk management</u> <p>Identification of risks considered the greatest obstacles to timely execute the work packages and the proposed mitigation measures which could be applied.</p>	5
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>7</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.
- **A draft Consultation Strategy<sup>8</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.

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<sup>7</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.

<sup>8</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

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

**Proposed timescale for delivering the project.**

- a Work Break Down Structure illustrating efforts distribution and interactions thereof;
- 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;

**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;

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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 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	
$\frac{\text{Price of the lowest admissible tender received}}{\text{Price of your tender}}$	x 100

**!** Tenders presenting a price superior to the maximum amount of **EUR 250 000** shall be automatically excluded from the rest of the assessment procedure.

#### 3.5.4.4. Financial Proposal (Section Five)

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

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

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

- Prices shall be expressed in euros.
- Prices shall be quoted free of all duties, taxes and other charges, i.e. also free of VAT. EDA is exempted from such charges in the EU in accordance with Article 27.3 of Council Decision (CFSP) 2015/1835 of 12 October 2015.
- Prices shall not be conditional and be directly applicable by following the technical specifications.
- Tenders involving more than one legal entity (including subcontractors) must specify the amounts for each legal entity.
- Prices shall be fixed and not subject to revision.
- The price quoted shall be all inclusive, namely reflecting all direct and indirect costs relating to the provision of the services as described under section 1.
- A Cost Breakdown Structure (CBS) shall be submitted by the tenderer to show what efforts and at what unit prices (i.e. 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 0.7) + (financial score x 0.3)
<p><b>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.</b></p> <p><b>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,</b></p>

**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 contract**
- 4.8. Non-Disclosure Agreement**
- 4.9. Security Information Sheet**