



CONFLICT ARMAMENT RESEARCH

Systems and Analytics Division

Document Name:	Instructions to Tenderers
Tender Name:	Data Management Solution (DMS)
Project Title:	Provision of a secure data management solution to host geospatial information on conventional and unconventional weapons, ammunition and related materiel.
Tender Code:	CAR_iTrace III_2018_001_DMS
Tender Dossier:	http://www.conflictarm.com/vacancies/

Instructions to Tenderers

The following instructions determine the rules for submitting, selecting and implementing contracts financed under this call for tenders, in conformity with the Practical Guide, (available on the internet at this address: <http://ec.europa.eu/europeaid/prag/document.do>).

When submitting a tender, tenderers must follow all instructions, forms, terms of reference, contract provisions, and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified may lead to the rejection of the tender.

1. Services to be provided

The service requirements for this tender are in document '1.3_ToR_DMS' of this dossier.

2. Timetable

EVENT	DATE ¹	TIME
Request for tenders/proposals posted	15 June 2018	23:59 GMT+1
Deadline for requesting clarifications from the Contracting Authority	25 June 2018	23:59 GMT+1
Last date on which clarifications are issued by the Contracting Authority	6 July 2018	23:59 GMT+1
Deadline for submission of tenders	16 July 2018	23:59 GMT+1
Tender opening session	18 July 2018	23:59 GMT+1
Deadline for notifying shortlist candidates	6 August 2018	23:59 GMT+1
Notification of award to the successful tenderer	14 October 2018	23:59 GMT+1
Signature of the contract	13 December 2018	23:59 GMT+1
Project start date	14 December 2018	23:59 GMT+1

¹ Provisional dates are subject to change by the Contracting Authority.

3. Participation and subcontracting

- a) Natural or legal persons are not entitled to participate in this tender procedure or be awarded a contract if they are in any of the situations mentioned in Section 2.3.3.1. or 2.3.3.2. of the **Practical Guide**. Should they do so, their tender will be considered unsuitable or irregular respectively.
- b) In the cases listed in Section 2.3.3.1. of the **Practical Guide** tenderers may be excluded from EU financed procedures and be subject to financial penalties representing 2 % to 10 % of the total value of the contract in accordance with the conditions set in Section 2.3.4. of the **Practical Guide**. This information may be published on the Commission website in accordance with the conditions set in Section 2.3.4. of the Practical Guide.
- c) The tenderer must intend to provide the majority of the services itself. If the tenderer intends to subcontract one or more parts of the contracted services, this must be clearly stated in the Organisation and Methodology form (see document '2.6_Organisation_and_Methodology_DMS') and the Tender submission form (see document '2.3_Tenderform_DMS').
- d) All subcontractors must conform to the eligibility criteria.
- e) Subcontractors cannot be in any of the exclusion situations listed in Section 2.3.3 of the Practical Guide.
- f) If the offer includes subcontracting, it is recommended that the contractual arrangements between the tenderer and its subcontractors include mediation, according to national and international practices, as a method of dispute resolution.

4. Content of tenders

All correspondence and documents related to the tender exchanged by the tenderer and the Contracting Authority must be written in English. Supporting documents and printed literature furnished by the tenderer may be in another language, provided they are accompanied by a translation into the language of the procedure. For the purposes of interpreting the tender, the language of the procedure has precedence. Answers to questions posed by tenderers regarding this procurement will be available on CAR's vacancy page (<http://www.conflictarm.com/vacancies/>).

The tender must comprise of a Technical offer and a Financial offer, which must be submitted by email to procurement@conflictarm.com by the time and deadline specified in Section 2 - Timetable.

4.1. Technical offer

The Technical offer must include the following documents:

- (1) **Technical proposal** (see documents '1.3_ToR_DMS' and '1.4_Evaluation_Criteria_DMS' of this tender dossier)
 - a) Table of contents
 - b) Description of solution
 - c) Solution capabilities and functions
 - d) Minimum requirements
 - e) Product support and service warranty
 - f) Training
 - g) Implementation timeline (estimated)
- (2) **Tender submission form** (see Part D of this tender dossier) including:

- a) A signed **declaration** together with a signed "Declaration of honour on exclusion criteria and selection criteria" from each legal entity identified in the tender submission form, using the document '2.2_Declaration_Honour_DMS' then attached to the tender submission form, document '2.3_Tenderform_DMS'.
 - b) A completed **Financial Identification form** (see document '2.4_Financial_Identification_DMS') to indicate the bank account into which payments should be made if the tender is successful.
 - c) The **legal entity file** and supporting documents (see document '2.5_Legal_Entity_Form_DMS').
 - d) Duly authorised signature: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company/joint venture/consortium is duly authorised to do so.
- (3) **Organisation and methodology**, to be drawn up by the tenderer using the format found in document '2.6_Organisation_and_Methodology_DMS'. This document will then be included in Annex III to the draft contract.
- (4) Documentary proof or statements required under the law of the country in which the company (or each of the companies for consortia) is effectively established, to show that it is not in any of the exclusion situations listed in section 2.3.3 of the Practical Guide. This evidence, documents, or statements must be dated, no more than one year before the date of submission of the tender. In addition, a statement must be furnished stating that the situations described in these documents have not changed since then.
- If the nature of your entity is such that it cannot fall into the exclusion situations and/or cannot provide the documents indicated above (for instance, national public administrations and international organisations), please provide a declaration explaining this situation.
- (6) Documentary evidence of the financial and economic capacity and/or of the technical and professional capacity according to the selection criteria specified in point 16 of the contract notice. (See further point 2.4.11 of the Practical Guide).

If the documentary evidence submitted is not written in English, a translation must be attached. Documentary proof or statements may be in original or copy. If copies are submitted, the originals must be available to send to the Contracting Authority upon request.

Tenderers are reminded that the provision of false information in this tender procedure may lead to the rejection of their tender and to their exclusion from EU-funded procedures and contracts.

Tenderers do not need to strictly follow the structure for technical proposals outlined above and can organise it as is best for their solution, its features, and their overall services. However, it is important that the information in each section is addressed if the tender deviates from this structure. The Contracting Authority reminds tenderers that four criteria specifically address the quality of the proposal. These criteria can be found in Part C of this tender dossier.

4.2. Financial offer

The Financial offer must be presented as an amount in EUR and must be submitted using the template supplied in document '2.1_Budget_Template_DMS' of this tender dossier. The total value must include cost of all deliverables specified in the document '1.3_ToR_DMS'.

Tenderers are reminded that the maximum budget available for this contract is EUR 150,000. Payments under this contract will be made in the currency of the tender.

The global price must be broken down by outputs as outlined in Part B: Terms of Reference under Pricing Requirements.

To complete the spreadsheet:

- 1) Enter any information which may help to explain assumptions for each budget line in worksheet (column 'B').
- 2) Enter the estimated numbers of units for each budget line in the worksheet (column 'C')
- 3) Enter the unit costs for each budget line in the worksheet (column 'D')
- 4) Add new budget lines as required.

Tenderers are reminded that the maximum budget available for this contract, is EUR 150,000. Payments under this contract will be made in the currency of the tender.

5. Variant solutions

Tenderers are not authorised to tender for a variant in addition to this tender.

6. Period during which tenders are binding

Tenderers are bound by their tenders for 90 days after the deadline for submitting tenders or until they have been notified of non-award.

The selected tenderer must maintain its tender for a further 60 days. A further period of 60 days is added to the validity period irrespective of the date of notification. This period can be further extended when the contracting authority is required to obtain the recommendation of the panel referred to in section 2.3.3.1 of the Practical Guide, up to the adoption of that recommendation.

7. Additional information before the deadline for submitting tenders

If the Contracting Authority, either on its own initiative or in response to a request from a tenderer, provides additional information on the tender dossier, it must send such information in writing to all the tenderers at the same time.

Tenderers may submit questions in writing to the following address up to 21 days before the deadline for submission of tenders, specifying the publication reference and the contract title:

CAR Evaluation Committee

Email: procurement@conflictarm.com

The Contracting Authority has no obligation to provide clarification after this date.

Any tenderer seeking to arrange individual meetings with the Contracting Authority concerning this contract during the tender period may be excluded from the tender procedure.

No information meeting or site visit is foreseen.

8. Submission of tenders

Tenders must be delivered to the Contracting Authority by email before 17 July 2018. They must include the requested documents in clause 4 above and be sent by email to procurement@conflictarm.com and addressed to Chair of Evaluation Committee.

The Contracting Authority will acknowledgment receipt of submitted tenders via an automated email reply marking the date and time of submission.

Tenders submitted by any other means will not be considered.

9. Amending or withdrawing tenders

Tenderers may amend or withdraw their tenders by written notification via email to procurement@conflictarm.com prior to the deadline for submitting tenders. Tenders may not be amended after this deadline.

Any such notification of amendment or withdrawal must be prepared and submitted in accordance with Clause 8.

10. Costs for preparing tenders

No costs incurred by the tenderer in preparing and submitting the tender are reimbursable. All such costs must be borne by the tenderer, including the cost of interviewing proposed experts.

11. Ownership of tenders

The Contracting Authority retains ownership of all tenders received under this tendering procedure. Consequently, tenderers do not have the right to have their tenders returned to them.

12. Evaluation of tenders

12.1. Evaluation of technical offers

The quality of each technical offer will be evaluated in accordance with the award criteria and the weighting detailed in the evaluation grid found in document '1.4_Evaluation_Criteria_DMS' of this tender dossier. No other award criteria will be used. The award criteria will be examined in accordance with the requirements indicated in document '1.3_ToR_DMS' of this tender dossier.

The Contracting Authority encourages tenderers to propose developments to existing solutions which would add value towards the organisation's specific needs. If developments through configurations or third-party plug-ins (as outlined in document '1.4_Evaluation_Criteria_DMS') are proposed in the technical proposal, the tenderer must be able to complete these developments within 90 days of the contract implementation date.

The evaluation of the technical offers will follow the procedures set out in Section 3.4.2. of the Practical Guide (available at <http://ec.europa.eu/europeaid/prag/document.do>).

To assist tenderers with responding to the evaluation criteria, the Contracting Authority has provided a document that briefly describes its data management approach. This document can be found in document '1.5_Data_Management_Overview_DMS' as part of this tender dossier.

12.2. Evaluation of financial tenders

Upon completion of the assessment of the tender based on the evaluation criteria, tenders with a score of 70% or higher will be evaluated based on their performance on the evaluation criteria and on their financial offer. The Contracting Authority notes that tenders exceeding the maximum budget available for the contract are unacceptable and will be eliminated.

12.3. Choice of selected tenderer

The Contracting Authority will evaluate tenders in two stages: initial selection and final selection. During the initial selection, tenders submitted before 17 July 2018 will be evaluated using the evaluation criteria provided in document '1.4_Evaluation_Criteria_DMS'. Tenders scoring under 70%, against a "Meets expectation" standard, on the evaluation criteria will not be considered for the shortlist. Tenders scoring 70% and over will be evaluated using the evaluation criteria and their financial offer. The Evaluation Committee will then select the shortlist of competitive tenderers from this evaluation.

During the final selection, shortlist tenderers will be evaluated using the same criteria based on a live demonstration of the solution, a question and answer session, results of client reference interviews, and their financial offer. The Procurement Committee will then select the tenderer to receive the contract and a runner up candidate. Shortlist candidates will be notified by 7 August 2018 via email and provided with additional instructions for the final selection phase. Tenderers do not need to provide live demonstrations or client references at this time.

During the initial phase, the following categorical weighting system will be used:

CATEGORY	WEIGHT
Written Proposal	10%
Technical Capacity	70%
Proposal Cost	20%
TOTAL:	100%

For the final selection phase, the following categorical weighting system will be used:

CATEGORY	WEIGHT
Client Questionnaire	15%
Technical Capacity	65%
Proposal Cost	20%
TOTAL:	100%

12.4. Confidentiality

The entire evaluation procedure is confidential, subject to the Contracting Authority's legislation on access to documents. The Evaluation Committee's decisions are collective, and its deliberations are held in closed session. The members of the Evaluation Committee are

bound to secrecy. The evaluation reports and written records are for official use only and may be communicated neither to the tenderers nor to any party other than the Contracting Authority, the European Commission, the European Anti-Fraud Office and the European Court of Auditors.

13. Ethics clauses / Corruptive practices

- a) Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the Evaluation Committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its tender and may result in administrative penalties.
- b) The tenderer must not be affected by any conflict of interest and must have no equivalent relation in that respect with other tenderers or parties involved in the project.
- c) The European Commission reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process or during the execution of a contract and if the Contracting Authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, 'corrupt practices' are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or execution of a contract already concluded with the Contracting Authority.
- d) Tenders will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a payee who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

Contractors found to have paid unusual commercial expenses on projects funded by the European Union are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving EU funds.

- e) The Contracting Authority reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to substantial errors, irregularities or fraud. If substantial errors, irregularities or fraud are discovered after the award of the Contract, the Contracting Authority may refrain from concluding the Contract.

14. Signature of contract(s)

14.1. Notification of award

The successful tenderer will be informed by email that its tender has been accepted by 15 October 2018.

Non-selected tenderers will be notified by 29 December 2018 via email, 15 days after the expected countersign date, that they were not selected.

It is reminded that the tenderer/contractor may also be subject to administrative and financial penalties foreseen in section 2.3.4 of the PRAG and article 10.2 of the General Conditions of

service contracts. Furthermore, it may lead to a tenderer's /contractor's exclusion from other contracts funded by the European Union.

14.2. Signature of the contract(s)

Within 30 days of receipt of the contract already signed by the Contracting Authority, the selected tenderer shall sign and date the contract and return it to the Contracting Authority.

Failure of the selected tenderer to comply with this requirement may constitute grounds for annulling the decision to award the contract. In this event, the Contracting Authority may award the tender to another tenderer or cancel the tender procedure.

The other tenderers will, at the same time as the notification of award is submitted, be informed that their tenders were not retained by email. The second-best tenderer is informed of the notification of award to the successful tenderer with the reservation of the possibility to receive a notification of award in case of inability to sign the contract with the first ranked tenderer. The validity of the offer of the second-best tenderer will be kept. The second tenderer may refuse the award of the contract if, when receiving a notification of award, the 90 days of validity of their tender has expired.

The Contracting Authority will furthermore, at the same time, also inform the remaining unsuccessful tenderers and the consequence of these letters will be that the validity of their offers must not be retained.

15. Cancellation of the tender procedure

In the event of cancellation of the tender procedure, the Contracting Authority will notify tenderers of the cancellation.

Cancellation may occur, for example, where:

- the tender procedure has been unsuccessful, i.e., no suitable, qualitatively or financially acceptable tender has been received or there is no valid response at all;
- there are fundamental changes to the economic or technical data of the project;
- exceptional circumstances or force majeure render normal performance of the contract impossible;
- all technically acceptable tenders exceed the financial resources available;
- there have been substantial errors, irregularities or frauds in the procedure, in particular if they have prevented fair competition;
- the award is not in compliance with sound financial management, i.e. does not respect the principles of economy, efficiency and effectiveness (e.g. the price proposed by the tenderer to whom the contract is to be awarded is objectively disproportionate with regard to the price of the market).

In no event shall the Contracting Authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure, even if the Contracting Authority has been advised of the possibility of damages. The publication of a contract notice does not commit the Contracting Authority to implement the programme or project announced.

16. Appeals

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint. See section 2.4.15 of the Practical Guide.

17. Data Protection

If processing your reply to the invitation to tender involves the recording and processing of personal data (such as names, addresses and CVs), it will be processed² solely for the purposes of the performance management and monitoring of the tender and of the contract by the data controller without prejudice to possible transmission to the bodies charged with monitoring or inspection tasks in application of Union law. Details concerning processing of your personal data are available on the privacy statement at <http://ec.europa.eu/europeaid/prag/annexes.do?group=A>³.

Tenderers will be expected to be familiar and compliant with the EU General Data Protection Regulation (GDPR) which came into force 25 May 2018. For further information visit <https://www.eugdpr.org/>. A clause will be added in the final service contract.

² Pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data.

³ This link will lead you to the new "EuropeAid privacy statement" published among the Practical Guide General Annexes (see Annex A13).