Specifications attached to the Invitation to Tender

14.CPS.OP.030

“Key Skills and Competences for Defence”
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Introduction to EDA

Pursuant to Council Decision 2011/411/CFSP of 12 July 2011 defining the statute, seat and operational rules of the European Defence Agency and repealing Joint Action 2004/551/CFSP, the mission of the European Defence Agency (hereinafter “EDA” or “the Agency”) is “to support the Council and the Member States in their effort to improve the EU’s defence capabilities in the field of crisis management and to sustain the CSDP as it stands now and develops in the future.”

Functions and tasks

The European Defence Agency, within the overall mission set out in the Agency’s constituent act, is ascribed four functions, covering:

- developing defence capabilities;
- promoting Defence Research and Technology (R&T);
- promoting armaments co-operation;
- creating a competitive European Defence Equipment Market and strengthening the European Defence Technological and Industrial Base/EDTIB.

All these functions relate to improving Europe’s defence performance, by promoting coherence. A more integrated approach to capability development will contribute to better-defined future requirements on which collaborations - in armaments or R&T or the operational domain - can be built. More collaboration will, in turn, provide opportunities for industrial restructuring and progress towards the continental-scale demand and market, which industry needs.

Further information can be found on the Agency’s web site at http://www.eda.europa.eu
1 Overview of this tender

1.1 Description of the contract

The services required by EDA are described in the terms of reference in part 2 of the present tender specifications.

1.2 Timetable

<table>
<thead>
<tr>
<th>Summary timetable</th>
<th>Date</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Launch date</td>
<td>14/04/2014</td>
<td></td>
</tr>
<tr>
<td>Deadline for request of clarifications from EDA</td>
<td>21/05/2014</td>
<td></td>
</tr>
<tr>
<td>Site visit or clarification meeting (if any)</td>
<td>Not applicable</td>
<td></td>
</tr>
<tr>
<td>Last date on which clarifications are issued by EDA</td>
<td>26/05/2014</td>
<td></td>
</tr>
<tr>
<td>Deadline for submission of tenders</td>
<td>02/06/2014</td>
<td>Tenders delivered by hand shall be submitted not later than <strong>17:00h Local Time</strong></td>
</tr>
<tr>
<td>Opening session</td>
<td>03/06/2014</td>
<td>At <strong>10:00h Brussels local time</strong></td>
</tr>
<tr>
<td>Interviews</td>
<td>Not applicable</td>
<td></td>
</tr>
<tr>
<td>Completion date for evaluation of tenders</td>
<td>June 2014</td>
<td>Estimate</td>
</tr>
<tr>
<td>Signature of contract(s)</td>
<td>Begin July 2014</td>
<td>Estimate</td>
</tr>
</tbody>
</table>

1.3 Participation in the tender procedure

Tenderers must not be in any of the exclusion criteria indicated in section 3.1 of these tender specifications and must have the legal capacity to allow them to participate in this tender procedure (see section 3.2.1).

Please note that any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or the EDA during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of his tender and may result in administrative penalties.

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1. The deadline for submission of tenders shall be considered to be the **date of receipt by the Agency of the tender**.
2. Maximum one legal representative per participating tenderer may attend the opening session. Tenderers shall inform the Agency of their intention to attend, at least 5 days prior to the opening session.
1.4 Participation of consortia

Consortia, may submit a tender on condition that it complies with the rules of competition.

A consortium may be a permanent, legally-established grouping or a grouping which has been constituted informally for a specific tender procedure.

Such grouping (or consortia) must specify the company or person heading the project (the leader) and must also submit a copy of the document authorising this company or person to submit a tender. All members of a consortium (i.e., the leader and all other members) are jointly and severally liable to the Contracting Authority.

In addition, each member of the consortium must provide the required evidence for the exclusion and selection criteria (see Section 3 of these tender specifications).

The participation of an ineligible person will result in the automatic exclusion of that person.

1.5 Sub-contracting

The tenderer must indicate clearly, which parts of the work will be sub-contracted.

Sub-contractors must satisfy the eligibility criteria applicable to the award of the contract. If the identity of the intended sub-contractor(s) is already known at the time of submitting the tender, all sub-contractors must provide the required evidence for the exclusion and selection criteria as detailed in Section 3 of these tender specifications.

If the identity of the sub-contractor is not known at the time of submitting the tender, the tenderer who is awarded the contract will have to seek the EDA’s prior written authorisation before entering into a sub-contract.

Where no sub-contractor is given, the work will be assumed to be carried out directly by the bidder.

1.6 Presentation of the tenders

The tenders must comply with the following conditions:

1.6.1 Tenders must be submitted in accordance with the double envelope system:

The outer envelope or parcel should be sealed with adhesive tape and signed across the seal and carry the following information:
• the reference number of the invitation to tender 14.CPS.OP.030
• the project title “Key Skills and Competences for Defence”
• the name of the Tenderer
• the indication “Tender - Not to be opened by the internal mail service”
• the address for submission of tenders (as indicated in the letter of invitation to tender)
• the date of posting (if applicable) should be legible on the outer envelope.

The outer envelope must contain three inner envelopes, namely, Envelope A, B and C.

The content of each of these three envelopes must be as follows:

Envelope A – Administrative documents

• the Tender Submission Form found in Annex VII
• the duly filled in, signed and dated Exclusion Criteria Declaration(s) as requested in section 3.1 and using the standard template in Annex IV
• the duly filled in, signed and dated Legal Entity Form(s) as requested in section 3.2 and using the standard template in Annex V
• the duly filled in, signed and dated Financial Identification Form3 using the template in Annex VI
• The Economic & Financial Capacity criteria documents as requested in section 3.2
• The Technical & Professional Capacity criteria documents as requested in section 3.2 - One signed original and 3 (three) copies.
• Duly authorised signature, i.e. an official document (e.g. statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the tenderer is duly authorised to do so.
• In case of consortia, the consortium agreement or a duly signed and dated consortium statement by each of the consortium members specifying the company or person heading the project and authorised to submit a tender on behalf of the consortium.

Envelope B – Technical proposal

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3 in case of consortia, only one Financial Identification Form for the whole consortium shall be submitted, nominating the bank account into which payments are to be made under the contract in the event that the respective tender is successful
One signed original and 3 (three) copies of the technical proposal providing all information requested in point 4.2.

**Envelope C – Financial proposal**

One signed original of the financial proposal based on the format found in Annex II.

1.6.2 The original tender must be marked “ORIGINAL”, and the copies signed in the same way as the original and marked “COPY”.

1.6.3 Tenders should be drafted in one of the official languages of the European Union, preferably English. Requested documents not available in English should be accompanied by an English courtesy translation. The contract shall be entered into in English.

It is extremely important that tenders be presented in the correct format and include all documents necessary to enable the evaluation committee to assess them. Failure to respect these requirements will constitute a formal error and may result in the rejection of the tender.

1.7 **Period during which the tenders are binding**

Period of validity of the tenders, during which tenderers may not modify the terms of their tenders in any respect is 120 days after the deadline for the submission of tenders. In exceptional cases, before the period of validity expires, the EDA may ask tenderers to extend the period for a specific number of days, which may not exceed 40.

The selected tenderer must maintain its tender for a further 60 days from the date of notification that his tender has been recommended for the award of the contract. The further period of 60 days is added to the validity period irrespective of the date of notification.

1.8 **Contacts between the EDA and tenderers**

Contacts between the EDA and tenderers are prohibited throughout the procedure save in exceptional circumstances and under the following conditions only:

**A. Before the final date for submission of tenders:**

- At the request of the tenderer, the EDA may provide additional information solely for the purpose of clarifying the nature of the contract. Any request for additional information must be made in writing by e-mail at procurement@eda.europa.eu or at the Fax No.: +32 (0)2 504 29 75 and should indicate the reference number and the title of the tender.
• Requests for additional information received after the deadline for request of clarifications from the EDA as specified in point 1.2 – Timetable will not be processed.

• The EDA may, on its own initiative, inform interested parties of any error, inaccuracy, omission or any other clerical error in the text of the call for tender.

• Any additional information including that referred to above will be published on the EDA’s website. Please ensure that you visit regularly the site for updates.

B. After the opening of tenders:

• If, after the tenders have been opened, some clarification is required in connection with a tender, or if obvious clerical errors in the submitted tender must be corrected, the EDA may contact the tenderer, although such contact may not lead to any alternation of the terms of the submitted tender.

1.9 Visits to EDA premises

No site visit/information meeting at EDA’s premises is deemed necessary for this procedure.

1.10 Division into lots

This tender is not divided into lots. The tenderer must be in a position to be able to provide all the services requested.

1.11 Variants

In the absence of any such indication in the terms of reference your tender should not deviate from the services requested.

1.12 New services

In accordance with Article 31 of the Council decision 2007/643/CFSP of 18 September 2007 on the financial rules of the European defence Agency and on the procurement rules and rules on financial contributions from the operational budget of the European defence Agency, the 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 party that was awarded this contract.

1.13 Security standards

In the general implementation of its activities and for the processing of tendering procedures in particular, the EDA observes the Council's security rules set out in

1.14 Contract provisions

In drawing up your tender, you should bear in mind the provisions of the draft contract (see Annex I to the present tender specifications). In particular, the draft contract indicates the method and the conditions for payments to the contractor.
2 Terms of Reference

The Terms of Reference will become part of the contract that may be awarded as a result of the tender.

2.1 Introduction: background of the invitation to tender

The Heads of States meeting at the European Council format on 19 and 20 December 2013 highlighted the need for “a more integrated, sustainable, innovative and competitive defence and technological and industrial base (EDTIB) to develop and sustain defence capabilities.” In this context, the European Council “stress[ed] the need to further develop the necessary skills identified as essential to the future of the European defence industry.” To address this, the EDA seeks to map key European defence skills and competences and to develop concrete recommendations to maintain key defence skills and competences across the defence sector.

In the past, the EDA has undertaken studies on the air, land, naval and ammunition industrial sectors. At scientific and technology level, EDA’s Capability Technology (CapTechs) networks have identified capabilities at risk (affecting technologies, skills, know-how, competencies, non-EU dependencies etc.). At strategic level, coordination has started with the European Commission on EDA’s work in the European Technology non-Dependence (ETnD) area.

From this work and from EDA’s daily engagement with industry it is apparent that engineering and know-how is eroding in many of the important industrial and technology areas of the defence sector. Given the lack of new programmes, design skills are particularly at risk. The number of experts, specialists, mechanics and scientists in the defence sector is shrinking dramatically; the situation is becoming more critical due to defence budget cuts. As a prime example, engineers are predominantly middle-aged as the younger generation is less attracted to apply for engineering jobs in the defence industry and research institutes. This is likely to cause major problems in 5-15 years, with the risk of a significant loss of knowledge and experience and a consequent loss of industrial capability.

The requirement for skilled personnel for future defence related projects is generated by governments and official services. The natural source for the recruitment and further education and training of engineers, service personnel and experts in research, development, testing, manufacturing, procurement and management processes, are civilian universities, supplemented by defence universities. However, programme curricula at civilian universities do not usually cover defence technology and/or defence related management processes. Concomitantly, defence universities do not always cover the full spectrum of education and training needed to ensure a stable future supply of key skills and competences for defence. These courses are also organised and managed nationally, seldom taking advantage of joint initiatives and pooling and
sharing education and training offerings across Europe. There is a missed opportunity to create the best possible pool of talent and avoid duplication.

Europe will face serious consequences if no action is taken to address the loss of key specialist skills and competences required by the defence sector. In particular, the defence sector will not have the skills and competences needed to develop, sustain and deploy Europe’s defence capabilities. The EDA is aiming to combat this as it would lead to increasing EU dependencies and a resulting loss of freedom of action. It would also have an adverse impact on European endeavours towards better integration and interoperability.

The EDA work in the defence skills and competences domain will be complementary to the more general skills enhancements being undertaken by the European Commission (EC). The EC intends to promote skills identified as essential to the future of industry in general, encouraging the use of European Structural and Investment Funds, in particular for projects addressing skills needs, skills matching and anticipation of change, as stated in the European Commission’s communication “Towards a more competitive and efficient European defence and security sector” on 24 July 2013.

2.2 Description of the subject and the scope of the contract

The European defence industry has to retain key skills and competences and acquire new ones. Therefore, the Contractor will have to analyse key skills and competences for defence across Europe and develop concrete recommendations to maintain these skills and competences across the defence sector. More specifically, the Contractor will have to provide the EDA with an analysis of skills and competences in the defence sector, the supply and demand of these skills and competences now and in the future given likely developments/deliverables in military capability requirements, and of the measures needed to ensure that these skills and competences are available when required.

2.3 Outline of the services required

As part of the Contractor’s obligations under the contract it is understood that they will exploit previous studies in this domain to confirm trends, ensure complementarity and avoid duplication. This includes, but is not limited to, the 2008 EDA “Enhancing the mutual understanding of stakeholders engaged in cooperative programmes” Study, the 2009 EC “A comprehensive analysis of emerging competences and skill needs for optimal preparation and management of change in the EU defence industry” Study, the 2011 EDA “Precision Guided Ammunition (PGA) Roadmap and Implementation Plan” Study, the 2012 EDA “Ammunition non-EU Dependencies” Study, the 2012 EDA “FAS4Europe” Study, the 2012 “Addressing key European Defence
Technology and Industrial Dependences” Study, the 2013 EDA “Future Land Systems” Study, the 2013 EDA “Future Naval System,” and the EDA Technology Taxonomy. These studies/reports should be used as points of reference, taking into account the existing EDA Member States’, NATO’s and third countries’ best practices in this area, as well as on-going work of the European Commission, the EU Military Staff and the European Security and Defence College (ESDC). The Contractor should also consider existing practices and mitigation plans in the EDA Members States or countries outside the EU (e.g. the US) both on the government and industry side. Through this proposed methodology the following key deliverables are mandatory:

- **Definition**
  Define the specialist skills and competences necessary to design, build and support military equipment in the defence sector. Given likely developments/deliverables in military capability requirements, this shall to be done for both job specific skills and competences related to a specific job (occupation), which is relevant and/or unique to the defence sector, and for transversal skills and competences related to a broad range of jobs (occupations), which are relevant and/or unique to the defence sector.

- **Taxonomy**
  Build a taxonomy of these specialist skills and competences based on international standards (best practices), for example International Labour Organization (ILO), and to identify, which are the critical skills and competences without which it will not be possible to design, build and support military equipment in all domains (in other words, without which the defence sector cannot function now and in the future given likely developments/deliverables in military capability requirements). The taxonomy shall contain associated jobs (occupation). Based on this taxonomy, a list of critical skills and competences shall be established.

- **Supply and Demand**
  Identify the current supply of the critical skills and competences on the list through the analysis of those skills and competences available within the EDA Member States’ educational sector, government (National Defence Academies etc.) and industry. Identify the current demand for these critical skills and competences in the defence sector. Based on the result of this analysis, undertake a comparison of the supply side and demand side, highlighting existing and future gaps. Given likely developments/deliverables in military capability requirements, the critical skills and competences contained in the list (see para. 2) shall be prioritised, according to whether they are less, more or completely in danger now and in the future, given likely developments/deliverables in military capability requirements.

- **Recommendations**
Evaluate the need, added value, and possibilities for an initiative at the EU/EDA level (both legislative measures and political, legally non-binding instruments). This shall include the assessment of its feasibility, and the formulation of a set of specific recommendations and proposals, corresponding roadmap(s), and options on how to ensure a stable supply of key skills and competences for the defence sector. There should be a particular focus on the key skills and competences, which are/will be more or completely in danger now and in the future given likely developments/deliverables in military capability requirements. Each recommendation/proposed measure shall be in the form of a business case, accompanied by a detailed analysis, outlining the issues this recommendation/measure seeks to address, its cost, benefits, risks and timeframe for implementation. This shall include the identification of roles the relevant actors should play in this process.

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

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

The final version of the Management Plan shall be finalised and delivered by the Contractor one week after the kick-off meeting (see below), having endorsed all issues/comments raised by the EDA during the kick-off meeting. The Management Plan shall be updated as required over the duration of the study.

A draft Consultation Strategy shall contain an explanation of how the Contractor intends to identify access and exploit sources of information relating to the study objectives and how the EDA’s Member States and other stakeholders, institutions, organisations, experts will be consulted, shall be provided. The Consultation Strategy shall be an integral part of the bid 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 one week after the kick-off meeting. The Contractor should avoid over-burdening EDA’s Member States with questionnaires. The use of viable alternative methods should be considered (e.g. separate meetings with pMS and other stakeholders).

The Contractor has responsibility for all phases of the implementation of the Management Plan and the Consultation Strategy to report in written form to the Agency in a proper timing—regular mail and e-mail to the responsible EDA/Cooperation Planning and Support (CPS) Directorate and Defence and Industry Analysis (DIA) Unit Project Officer. This should be timely and taking into consideration possible technical or managerial problems or obstacles (i.e.: delay of possible EDA’s Member States responses needed) that may affect its capability to undertake the study deliverables according to the terms of the contract, together with a contingency plan.

In addition, it is expected that the Contractor will appoint a Project Representative, who will be responsible for the coordination and control of the overall work in connection with the contract, and will serve as the main Point of Contact for the EDA.

2.4 Volume of the contract

The maximum budget for the contract is 150,000 EUR, VAT excluded.

2.5 Duration of the contract

Six months from the signature of the contract.
2.6 Place of delivery/execution

Meetings between the Contractor and the EDA will take place at the EDA premises in Brussels, Belgium. Other location, if authorised by the Agency, might also be possible.

In addition to the monthly meetings described below, ad hoc meetings or workshops organized in the EDA together with other stakeholders, especially EDA's Member States, might be held, if considered necessary by the Agency.

For each monthly and ad hoc meeting or workshop, the Contractor shall provide an agenda and hand-outs of his presentation(s). Those should be provided at least five days before the start of the meeting.

For each monthly meeting, the Contractor shall give to the Agency a report on the meetings with third parties in connection with the contract held in the previous month and planned to be held in the next month. The Agency reserves itself the right to participate in such meetings.

2.7 Additional information with regard to reporting

The reports and all the deliverables shall be submitted to the EDA for approval, namely to the EDA/CPS (DIA) Project Officer for approval.

The Contractor is expected to appoint a single Contractor Representative, who shall work closely with the EDA/CPS (DIA) in implementing the requested contract. The Contractor shall ensure the overall management and an appropriate reporting during the contract, as described in points a, b and c below.

Monthly meetings will be held between the Contractor and the EDA, following the schedule set by the EDA/CPS (DIA) at the kick-off meeting described below. These meetings will be attended by the appointed Contract Project Representative and relevant experts as appropriate from the Contractor side, and by the Project Officer, relevant experts from the EDA/CPS (DIA), and other EDA directorates/units as appropriate, from the EDA side. If considered necessary, the EDA reserves itself the right to ask for the presence of a specific expert from the Contractor's side. Some meetings can alternatively take the form of a videoconference.

Reports are allowed to have appendices. The 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 in the required time scales.
• **Kick-off meeting**
  The kick-off meeting will take place within a few days immediately following the signature of the Contract. The exact date will be set by the EDA in consultation with the Contractor. At the kick-off meeting, the Contractor shall present a detailed Management Plan and a detailed Consultation Strategy. The Agency, in consultation with the Contractor, shall set the schedule of the monthly meetings.

• **Intermediate Report**
  The Contractor shall provide an Intermediate Report and present it in writing to the EDA for acceptance. This Intermediate Report should be presented within the ten days following the first 90 days of the contract and should provide a detailed description of the actions taken until that time in meeting the deliverables of the study.

• **Final Report**
  The Final Report (including Executive Summary) shall provide the EDA with all the deliverables.

A draft Final Report shall be submitted to the EDA **30 days before the end of the contract.** The EDA will be consulted and is entitled to ask for clarifications on the elements and parameters of the report. The Contractor shall provide such clarifications in writing before the Final Report is submitted and approved.

The Final Report shall be delivered and presented to the EDA (at the EDA premises) by the end of the period of the execution of the tasks specified in the contract. It shall contain all products and documents provided during the contractual support including a PowerPoint Presentation and an Executive publishable summary, not greater than 10 pages in length, identifying the key conclusions and recommendations.

The contractor will also be expected to **present the final results of the study to the EDA’s Member States** in the form of a workshop hosted by the EDA. Following the final results presentation, 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 presentation shall take place **after the submission of the Final Report.**

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, including the methodology, it has to seek the prior written authorization from the EDA, who reserves the right to refuse the authorization and the right to participate in exploitation of the subsequent products.
In addition, the following shall apply:

- All documentation shall be provided in English.
- The Final Report shall not contain any confidential/proprietary information.
- The Executive Summary, of up to 10 pages, shall not contain any confidential/proprietary information.
- The front cover of the Final 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:

  “The work described in this report was done under the EDA contract. Responsibility for the contents resides in the author or organisation that prepared it.”

The delivery shall be in accordance with the following distribution:

- 1 CD-ROM containing Final Report, the Executive Summary and other like information and videos if applicable, as well as 1 paper copy of the Final Report and the Executive Summary shall be sent to the respective EDA/CPS (DIA) Project Officer.
- In addition, 33 CD-ROMs containing the Final Report, the Executive Summary, shall be sent to the respective EDA/CPS (DIA) Project Officer.
- The CDs shall be labelled with: the title “Final Report”, the project name, the company name, the contract number, and the completion date. They shall include Acrobat Reader and the documents in PDF format and it shall be possible to print the documents from the CD-ROM. The videos shall be Microsoft Media Player compliant.
- 10 paper copies each of the Final Report and the Executive Summary shall be sent to the respective EDA/CPS (DIA) Project Officer.
- All documentation shall be submitted in draft and shall be provided in final format after comments and acceptance from the EDA.
Software

All software, including applications, simulator scripts, simulator configuration files and databases, developed or procured under this activity shall be delivered to the EDA together with installation and utilisation manuals.

The delivery shall be in accordance with the following distribution:

- CD-ROM copies of all developed software (scripts and executable); together with all the necessary free software required to run the application properly. The software shall contain installation and utilisation manuals in PDF format. These copies shall be sent to the respective EDA/CPS (DIA) Project Officer.

2.8 Payments

A final and only payment will be made. Requests for partial or interim payments will not be accepted.
• Exclusion and selection criteria

3.1. Exclusion criteria

Participation to this tender is only open to tenderers who are not in one of the situations listed below:

a) bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

b) have been convicted of an offence concerning their professional conduct by a judgement which has the force of res judicata;

c) have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;

d) have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;

e) have been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the Communities’ financial interests;

f) following another procurement procedure or grant award procedure financed by the Community budget, they have been declared to be in a serious breach of contract for failure to comply with their contractual obligations.

In addition to the above, contracts may not be awarded to tenderers who, during the procurement procedure:

• are subject to a conflict of interest;

• are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the contract procedure or fail to supply this information.

Means of proof required

Tenderers, including all consortium members and all sub-contractors where applicable, shall provide a declaration on their honour (see model in Annex IV), duly signed and dated, stating that they are not in one of the situations referred to above.
*Nota bene:*

The tenderer to whom the contract is to be awarded shall provide, within 15 days following notification of award and preceding the signature of the contract, the following documentary proofs to confirm the declaration referred to above:

- For points a), b) and e) a recent extract from the judicial record or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied.
- For point d) a recent certificate issued by the competent authority of the State concerned.

Where the document or certificate referred to above is not issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

**3.2. Selection criteria**

The tenderers must submit evidence of their legal, economic, financial, technical and professional capacity to perform the contract.

**3.2.1. Legal capacity**

**Requirement**

The tenderers, including all consortium members and all sub-contractors where applicable, are asked to prove that they are authorised to perform the contract under their national law as evidenced by inclusion in a trade or professional register, or a sworn declaration or certificate, membership of a specific organisation, express authorisation or entry in the VAT register.

**Evidence required**

Each tenderer, including every consortium member and every sub-contractor where applicable, shall provide a duly filled in and signed Legal Entity Form (see Annex V) accompanied by the documents requested therein.

**3.2.2. Economic & Financial capacity**

**Requirement**

The tenderer, including every consortium member where applicable, must be in a stable financial position and have the economic and financial capacity to perform the contract.

**Evidence required**

Proof of economic and financial capacity shall be furnished by the tenderer, including every consortium member and every subcontractor where applicable, as follows:
Where publication of the Balance sheet is required under the law of the country where the economic operator is established, the tenderer shall complete and include in the offer a financial statement form (Annex VIII) to these tender specifications.

Please observe the following aspects in completing this financial statement (Annex VIII):

- It should be certified by means of a signature of the chief accounting officer of the tendering organisation
- EDA has the right during the tendering process and before awarding the contract to request further evidence on the tenderer’s compliance with the economic & financial capacity requirement, in which case balance sheets and profit & loss accounts for the past financial years may be requested.
- In the case of a consortium submitting an offer, the financial statement should be included in the offer for all consortia partners.
- In the case of a physical person the financial statement should be included in the offer for where only the lines 16 and 17 need to be filled in and the financial statement can be signed by the physical person only.

If, for some exceptional reason which the EDA considers justified, the tenderer is unable to provide the information requested by the contracting authority, he may prove his economic and financial capacity by any other means which the EDA considers appropriate. EDA reserves the right to ask subcontractors to prove their financial capacity should their share of work be substantial.

3.2.3. Technical and professional capacity

**Requirement(s)**

The tenderer shall demonstrate the necessary know-how, experience and reliability to perform the contract. The tenderer shall demonstrate expertise and understanding of the field of the contract.

The tenderer shall demonstrate experience in productively interacting with EU institutions, the EDA Member States and other relevant stakeholders.

Taking into account the specificities of the defence market and industry, the tenderer’s expertise should be in the fields of, preferably defence-related, research and analysis, encompassing economics, sociology and statistics, with a good grounding in defence industry, human resources and education and training issues.

**Evidence required**

The following documents or information must be presented as evidence of compliance with the technical and professional capacity:
• A list of the principal services (contracts, studies) corresponding in terms of scope and complexity to the services of the present call for tenders provided in the past five years;
• Organisation structure;
• CVs of project team members (using the template in Annex III); including a declaration of their reliable availability and commitment for the project work;
• Any other document which could demonstrate tenderer’s technical and professional capacity according to the requirements set in this section.

The technical and professional capacity will be assessed in relation to the combined capacities of all the Consortium members [leader and member(s)] and the subcontractor(s), if any, as a whole.

4. Award of the contract

Only the tenders meeting the requirements of the exclusion and selection criteria will be evaluated in terms of quality and price.

The contract shall be awarded to the tenderer submitting the tender offering the best-value-for-money (best quality-price ratio).

4.1. Technical evaluation

The quality of each technical offer will be evaluated in accordance with the award criteria and the associated weighting as detailed in the evaluation grid below.
<table>
<thead>
<tr>
<th>No</th>
<th>Criteria</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Understanding of the subject matter</td>
<td>40</td>
</tr>
<tr>
<td></td>
<td>• A detailed analytical outline of how the study will be performed, demonstrating a good understanding of the subject matter and the scope of the study to produce the required results.</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Proposed methodology</td>
<td>40</td>
</tr>
<tr>
<td></td>
<td>• A detailed work programme, methodology and reporting structure that explain how the various deliverables of the study are to be accomplished;</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• A detailed plan on how the tenderer intends to identify and exploit sources of information related to the study, coupled with a plan on how the tenderer intends to present the information/outputs/results obtained.</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Project management and resources</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>• Internal structure/organisation of the team in charge of the contract, support from the contractor;</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Management of the internal resources, i.e. organisation of the project team, work share between the proposed co-contractors (in case of consortium), and project team members;</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Timing, sequence and duration of proposed activities, identification of tasks and milestones in the execution of the contract, description of the project management, including risk management.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>100</td>
</tr>
</tbody>
</table>

**Interviews**

The Evaluation Committee does not expect to conduct any interviews.
4.2. Technical proposal

The Tenderers shall present evidence that they are capable to deliver a high quality of training, support and written deliverables. Tenderers shall also include in their tender all detailed information and documentation to allow the Evaluation Committee to assess all the quality criteria mentioned above. The Evaluation Committee reserves the right not to attribute points when insufficient evidence is provided.

To do so, tenderers shall include in their bids, at least the following elements/information:

a. Initial Management Plan and Consultation Plan, which will describe the main project phases, their milestones and any interdependencies. It shall include at a minimum all deliverables and meetings/workshops identified in this document and also information on:
   i. Organisation
   ii. Resources
   iii. Activities
   iv. Time Frame

b. A thorough description of the approach to the study including description of the methodology for how the gathering of information will be carried out.

c. A description of the process for how the analysis of the gathered information will be carried out in order to create reliable statistics.

d. Evidence of proof for its experience and knowledge on educational and training systems related to skills and competences for defence.

g. Evidence of proof for its experience on the European Defence Technological and Industrial Base – EDTIB (design, production and maintenance).

h. Evidence of proof for a comprehensive understanding of the process of manufacturing and the role of R&T / R&D.

i. Its capacity to liaise with EU governments, EU institutions, prime contractors and other European industries, supply chain industries, industry associations, clusters/centres of excellence and other relevant organisations or bodies or stakeholders.

j. A description of the proposed team clearly explaining their individual expertise and past achievements (subject related). The use of the CV format proposed in Annex III is strongly recommended. In addition to the above, the tenderer must provide the information concerning sub-contracting as requested in point 1.5.

k. An estimate of the workload for the consulting team broken down by task and by role.

l. Any comments on the terms of reference of importance for the successful execution of the contract, in particular its objectives and expected results.
4.3. Technical quality threshold

Only tenders scoring 70 points or more (of a maximum of 100) points against the technical award criteria in total will have their financial proposal evaluated.

4.4. Financial evaluation

The evaluation will be made on the basis of the price offered in the model financial offer (Annex II) and based on the following formula:

Financial Score for “offer X” = (cheapest bid price received/price of “offer X”) * 100

Where a maximum budget is mentioned in these tender specifications, any tenderer submitting a financial proposal exceeding this budget will be rejected.

4.5. Financial proposal

- The financial proposal should be presented in the format found in Annex II.
- Prices must be quoted in EURO and include all expenses necessary to perform the contract.
- The price quoted is fixed and is subject to NO revision.
- Prices must be quoted free of all duties, taxes and other charges (including VAT) as the EDA is exempt from such charges under Article 3 of the Protocol on the Privileges and Immunities of the European Union.
- Costs incurred in preparing and submitting tenders are borne by the tenderer and shall not be reimbursed.

4.6. Choice of the selected tender

The most economically advantageous tender is established by weighing technical quality against price on an 70/30 basis.

The consolidated score for each candidate shall be calculated as follows:

Consolidated score= Technical Score*0,7+Financial Score*0,3
ANNEX I - DRAFT CONTRACT
Prices should be all-inclusive; the Agency will not pay expenses for any additional costs incurred from the execution of the contract.

Financial proposals exceeding the amount indicated in Section 2.4 shall be excluded outright.

<table>
<thead>
<tr>
<th>Name of Tenderer:</th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>TOTAL COST OF ASSIGNMENT, INCLUDING ALL ASSOCIATED EXPENSES AND EXCLUDING VAT:</th>
<th>€</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Name: (of the Tenderer or authorised representative)</th>
<th>Signature:</th>
<th>Date:</th>
</tr>
</thead>
</table>
ANNEX III - CURRICULUM VITAE

To be downloaded from the following URL address:
ANNEX IV - DECLARATION ON EXCLUSION CRITERIA

(To be completed and signed by each Consortium member and by each Sub-contractor, where applicable)

The undersigned:

Name of the individual/company/organisation:

Legal address:

Registration number/ID Card No.:

VAT number:

Declares on oath that the individual/company/organisation mentioned above is not in any of the situations mentioned below:

a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

b) they have been convicted of an offence concerning their professional conduct by a judgement which has the force of res judicata;

c) they have been guilty of grave professional misconduct proven by any means which the EDA can justify;

d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;

e) they have been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities’ financial interests;

f) following another procurement procedure or grant award procedure financed by the European Union or the Agency’s general budget, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.

g) they are subject to a conflict of interest;

h) they are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the contract procedure or fail to supply this information

Full name: Date & Signature:
ANNEX V - LEGAL ENTITY FORM

To be downloaded from the following URL address:
ANNEX VI - FINANCIAL IDENTIFICATION FORM

To be downloaded from the following URL address:
http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm
13.I&M.OP.636

“Key Skills and Competences for Defence”

One signed original of this tender submission form must be supplied.

1. SUBMITTED by (i.e. the identity of the Tenderer)

<table>
<thead>
<tr>
<th>Name(s) of legal entity or entities submitting this tender</th>
<th>Nationality⁴</th>
</tr>
</thead>
<tbody>
<tr>
<td>Leader</td>
<td></td>
</tr>
<tr>
<td>Member 2</td>
<td></td>
</tr>
<tr>
<td>Etc … ⁵</td>
<td></td>
</tr>
</tbody>
</table>

2. SUBCONTRACTORS (if applicable)

<table>
<thead>
<tr>
<th>Name(s) of the legal entity or entities identified as sub-contractor(s)</th>
<th>Nationality</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sub-contractor 1</td>
<td></td>
</tr>
<tr>
<td>Etc … ⁶</td>
<td></td>
</tr>
</tbody>
</table>

⁴ Country in which the legal entity is registered

⁵ If this tender is being submitted by an individual legal entity, the name of the legal entity should be entered as “Leader” (and all other lines should be deleted)

⁶ Add / delete additional lines for sub-contractors as appropriate
3. CONTACT PERSON for this tender (to act as focal point for all communication which may take place between the EDA and the Tenderer)

<table>
<thead>
<tr>
<th>Name and position</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Organisation</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>Telephone</td>
<td></td>
</tr>
<tr>
<td>Fax</td>
<td></td>
</tr>
<tr>
<td>e-mail</td>
<td></td>
</tr>
</tbody>
</table>

4. STATEMENT

I, the undersigned, being the authorised signatory of the above Tenderer (including all consortium members, in the case of a consortium), hereby declare that we have examined and accept without reserve or restriction the entire contents of the tender specifications for the tender procedure referred to above.

We are fully aware that, in the case of a consortium, the composition of the consortium cannot be modified in the course of the tender procedure except with the prior written authorisation of the EDA. We are also aware that the consortium members would have joint and several liability towards the EDA concerning participation in both the above procedure and any contract awarded to us as a result of it.

Our tender is subject to acceptance within the validity period stipulated in point 1.7 of the Tender Specifications and is made up of the following documents:
## ENVELOPE A - ADMINISTRATIVE DATA:

- This **Tender Submission Form**

- The duly filled in, signed and dated **Exclusion Criteria Declaration(s)** by every legal entity identified under point 1 and point 2 of this Tender Submission Form

- The duly filled in, signed and dated **Legal Entity Form** *(using the standard template referred to in Annex V to the Tender Specifications)* and the supporting documents requested therein, by every legal entity identified under point 1 and point 2 of this tender submission form

- The duly filled in, signed and dated **Financial Identification Form** *(using the standard template in Annex VI to the Tender Specifications)* to nominate the bank account into which payments would be made in the event that our tender is successful

- **Documents proving the economic and financial status** *(as requested in point 3.2.2 of the Tender Specifications)* of every legal entity identified under point 1 and point 2 of this tender submission form

- **Documents proving our technical and professional capacity** *(as requested in point 3.2.3 of the Tender Specifications)* - One signed original and three copies

- **Duly authorised signature**, i.e. an official document *(statutes, power of attorney, notary statement, etc.)* proving that the person who signs on behalf of the Tenderer is duly authorised to do so

- Our **consortium agreement/ duly signed and dated consortium statement** by each of the consortium members specifying the company or person heading the project and authorised to submit a tender on behalf of the, as requested in point 1.4 of the tender specifications

## ENVELOPE B - TECHNICAL PROPOSAL

*(one signed original and three copies and providing all information requested in point 4.2 of these specifications).*

## ENVELOPE C - FINANCIAL PROPOSAL

*(one signed original using the template in Annex II), which is submitted in a separate, sealed envelope.*

Signed on behalf of the Tenderer

<table>
<thead>
<tr>
<th>Name</th>
<th></th>
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<tbody>
<tr>
<td>Signature</td>
<td></td>
</tr>
<tr>
<td>Date</td>
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</tbody>
</table>
ANNEX VIII – ECONOMIC AND FINANCIAL CAPACITY

(Please fill in the excel file uploaded together with the tender documents)

Information on financial capacity of the tenderer

When analyzing the submitted simplified financial statements, in the case of doubt and before excluding the company on the sole basis of financial incapacity, EDA will request from the tenderer further information, e.g. complete official financial statements or provisional financial statement at half year.

The numbers in the below cells must be indicated in **ABSOLUTE VALUES** (i.e. as full amounts and not in thousands or similar) and in **EUROS**

The exchange rate to be used for the conversion of the amounts should be the monthly accounting rate of the last month of the financial year as published in the Official Journal of the European Union. http://ec.europa.eu/budget/inforeuro/index.cfm?fuseaction=home&Language=en

<table>
<thead>
<tr>
<th>Tenderer name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Begin and end of the financial year (eq: 1/1/n - 31/12/n)):</td>
</tr>
<tr>
<td><strong>Asset</strong></td>
</tr>
<tr>
<td>Long term assets (assets convertible in cash in &gt; than 1 year)</td>
</tr>
<tr>
<td>Short term assets (current assets convertible in cash in &lt;= than 1 year)</td>
</tr>
<tr>
<td><strong>Total assets</strong> (TOTAL ASSETS SHOULD EQUAL TOTAL LIABILITIES)</td>
</tr>
</tbody>
</table>

| **Liabilities** | 2012 | 2011 | 2010 |
| Own capital (Equity) | € 0 | € 0 | € 0 |
| Long term debts (to be repaid in > than 1 year) | € 0 | € 0 | € 0 |
| Short term debts (to be repaid in <= than 1 year) | € 0 | € 0 | € 0 |
| **Total liabilities** (TOTAL LIABILITIES SHOULD EQUAL TOTAL ASSETS) | € 0 | € 0 | € 0 |

| **Profit and loss account data** | 2012 | 2011 | 2010 |
| Turnover (sales revenue realized from the day-to-day operations of the entity) | € 0 | € 0 | € 0 |
| Turnover in the filed of the call for tenders | € 0 | € 0 | € 0 |
| Depreciation & amortisation | € 0 | € 0 | € 0 |
| EBITDA (Earnings before interest, taxes, amortisation, depreciation) | € 0 | € 0 | € 0 |
| Net profit (Earnings after interest, taxes, amortisation, depreciation) | € 0 | € 0 | € 0 |

| **Main indicators** | 2012 | 2011 | 2010 |
| Operational profit margin (EBITDA/turnover) | | | |
| Return on Equity: Rentability of own capital (net profit/own capital) | | | |
| Net working capital (current assets - current liabilities) | | | |
| Current ratio (current assets/current liabilities) | | | |
| Debt ratio - indebtedness (debts/total liabilities) | | | |

**Declaration by the Chief Accounting Officer of the tenderer:**

From my position of the Chief Accounting Officer of the tenderer,

1. I confirm that the information presented in this simplified financial statement are correct and are taken from the official financial statements either finally approved, or from the preliminary financial statements in case these are not yet finally approved (applicable only to the last year statements).

2. I confirm that I am aware that, in the case we are successful tenderer, EDA, before signing the contract, may ask and verify the official financial statements for the last 3 years.

3. I confirm that I have been informed that, under the Procurement rules of the EDA (Council Decision No 2007/643/CFSP of 18 September 2007), tenderers found guilty of false declarations may be subject to administrative and financial penalties in accordance with the conditions laid down in that Decision. In particular, I am aware that the information from this simplified financial statement must be in compliance with the official financial statements which EDA may verify before signing the contract.

<table>
<thead>
<tr>
<th>Name of Chief Accounting Officer of the tenderer:</th>
</tr>
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<tbody>
<tr>
<td>Date:</td>
</tr>
<tr>
<td>Signature:</td>
</tr>
</tbody>
</table>