



Specifications attached to the Invitation to Tender

**14.CAT.OP.066**

**“Train the Trainer course for naval operations room  
personnel”**

# CONTENTS

<b>INTRODUCTION TO EDA</b>	<b>4</b>
<b>1 OVERVIEW OF THIS TENDER</b>	<b>5</b>
1.1 DESCRIPTION OF THE CONTRACT	5
1.2 TIMETABLE	5
1.3 PARTICIPATION IN THE TENDER PROCEDURE	5
1.4 PARTICIPATION OF CONSORTIA	6
1.5 SUB-CONTRACTING	6
1.6 PRESENTATION OF THE TENDERS	6
1.7 PERIOD DURING WHICH THE TENDERS ARE BINDING	8
1.8 CONTACTS BETWEEN EDA AND TENDERERS	8
1.9 VISITS TO EDA PREMISES	9
1.10 DIVISION INTO LOTS	9
1.11 VARIANTS	9
1.12 NEW SERVICES	9
1.13 SECURITY STANDARDS	10
1.14 CONTRACT PROVISIONS	10
<b>2 TERMS OF REFERENCE</b>	<b>11</b>
2.1 MANAGEMENT OF THE TRAINING:	11
2.1.1 <i>Requirements</i>	11
2.1.2 <i>Deliverables</i>	12
2.1.3 <i>Meetings</i>	12
2.1.4 <i>Resources</i>	12
2.2 DESIGN OF THE TRAINING:	12
2.2.1 <i>Requirements</i>	12
2.2.2 <i>Deliverables</i>	14
2.2.3 <i>Meetings</i>	15
2.2.4 <i>Resources</i>	15
2.3 PREPARATION AND DELIVERY OF THE TRAINING:	15
2.3.1 <i>Requirements</i>	15
2.3.2 <i>Deliverables</i>	16
2.3.3 <i>Meetings</i>	16
2.3.4 <i>Resources</i>	16
2.4 ASSESSMENT, CERTIFICATION AND EVALUATION OF THE TRAINING:	17
2.4.1 <i>Requirements</i>	17
2.4.2 <i>Deliverables</i>	17
2.4.3 <i>Meetings</i>	18
2.4.4 <i>Resources</i>	18
2.5 SPECIFIC SECURITY ISSUES	18
2.6 TYPE OF CONTRACT	18
2.7 VOLUME OF THE CONTRACT	18
2.8 DURATION OF THE CONTRACT	18
2.9 PLACE OF PERFORMANCE	18
2.10 TERMS OF PAYMENT	18
2.11 VARIANT SOLUTIONS	19
<b>3 EXCLUSION AND SELECTION CRITERIA</b>	<b>19</b>
3.1. EXCLUSION CRITERIA	19
3.2. SELECTION CRITERIA	20
3.2.1 <i>Legal capacity</i>	20
3.2.2 <i>Economic &amp; Financial capacity</i>	21
3.2.3 <i>Technical and professional capacity</i>	22
<b>4. AWARD OF THE CONTRACT</b>	<b>22</b>

4.1.	TECHNICAL EVALUATION .....	24
4.2.	TECHNICAL PROPOSAL .....	24
4.3.	TECHNICAL QUALITY THRESHOLD.....	25
4.4.	FINANCIAL EVALUATION .....	25
4.5.	FINANCIAL PROPOSAL .....	25
4.6.	CHOICE OF THE SELECTED TENDER .....	25
<b>ANNEX I - DRAFT CONTRACT.....</b>		<b>26</b>
<b>ANNEX II - MODEL FINANCIAL OFFER.....</b>		<b>27</b>
<b>ANNEX III - CURRICULUM VITAE.....</b>		<b>28</b>
<b>ANNEX IV - DECLARATION ON EXCLUSION CRITERIA.....</b>		<b>29</b>
<b>ANNEX V - LEGAL ENTITY FORM.....</b>		<b>30</b>
<b>ANNEX VI - FINANCIAL IDENTIFICATION FORM .....</b>		<b>31</b>
<b>ANNEX VII - TENDER SUBMISSION FORM .....</b>		<b>32</b>
<b>ANNEX VIII – ECONOMIC AND FINANCIAL CAPACITY .....</b>		<b>35</b>

## **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

Summary timetable	Date	Comments
Launch date	15/10/2014	
Deadline for request of clarifications from EDA	27/11/2014	
Site visit or clarification meeting (if any)	Not applicable	
<b>Deadline for submission of tenders</b>	<b>04/12/2014</b>	Tenders delivered by hand shall be submitted not later than <b>17:00h Brussels Local Time</b>
Opening session	05/12/2014	At 10:00h Brussels local time
Interviews	Not applicable	
Completion date for evaluation of tenders	December 2014	Estimate
Signature of contract(s)	December 2014	Estimate

### 1.3 Participation in the tender procedure

This procurement procedure is open to any natural or legal person wishing to bid for the assignment and established in any of the European Union Member States, countries under the Stabilization and Association Agreements (SAA) or countries under the EEA Agreement.

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 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.

#### **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). Concerning the selection criteria “economic and financial capacity” as well as “technical and professional capacity”, the evidence provided by each member of the consortium will be checked to ensure that the consortium as a whole fulfils the criteria.

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 and to what extent (proportion in %).**

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 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.CAT.OP.066**
- “Train the Trainer course for naval operations room personnel”**
- 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**, as well as a **USB key containing an electronic copy of the tender**.

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 Form**<sup>1</sup> 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.

---

<sup>1</sup> 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

### **Envelope B – Technical proposal**

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, 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 EDA and tenderers**

Contacts between 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, 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](mailto: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 EDA as specified in point 1.2 – *Timetable* will not be processed.
- 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 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, EDA may contact the tenderer, although such contact may not lead to any alternation of the terms of the submitted tender.
- All tenderers will be informed of the outcome of this procedure by e-mail. It is the tenderer's responsibility to provide a valid e-mail address together with their contact details in their tender and to check their e-mail regularly.

**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, 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, EDA observes the Council Decision 2013/488/EU of 23 September 2013 on the security rules for protecting EU classified information.

### **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.

The subject of the contract is the design, management, preparation, delivery and evaluation of “train the trainer courses for naval operations room personnel”. The sections hereafter lay down the requirements for the services, as well as the corresponding deliverables and delivery schedule.

### **2.1 Management of the training programme:**

#### **2.1.1 Requirements**

##### Coordination and communication

For the framework contract, as well as for each of the specific contracts, the contractor shall designate a contract manager responsible for overseeing the successful management of the contract. The contract manager will be the point of contact for the European Defence Agency for educational, organisational and administrative aspects (including invoicing and payment).

The role of the contract manager will be to:

- Act as the main focal point for all coordination, planning, administrative, contractual and financial issues; as well as being responsible for keeping the European Defence Agency informed about all aspects relating to the implementation of the project.
- Manage the day-to-day work on the project and coordinate the work of trainers working on the project, arranging briefing and meeting as necessary.
- Ensure the proper information flow and coordination between the trainers as appropriate and the European Defence Agency (although the contractor must also provide the means for the European Defence Agency to pass on urgent information to all or part of the trainers' team as necessary).
- Prepare and/or oversee the preparation of all reports to be submitted to the European Defence Agency.

##### Quality control

The contract manager is also responsible for the completion of the quality plan, the implementation of the quality plan and communicates details of this to the European Defence Agency.

The quality plan will set out how the contractor intends to monitor and ensure the quality of services supplied. It shall include the following:

- Details of the selection and recruitment procedure for trainers
- Details of staff policy and management

- In-service training and/or staff development
- Planning of services and response to requests
- Invoicing procedures
- Risk management processes
- Evaluation of overall performance
- Evaluation of the performance of trainers
- Procedures to deal with complaints and problems
- Procedures to update the quality plan

All expenses incurred in developing and implementing the quality plan are to be borne by the contractor.

### **2.1.2 Deliverables**

The deliverables corresponding to this service are the Coordination Plan and the Quality Plan.

The Coordination Plan and the Quality Plan are based on the relevant parts of the technical proposal of the tenderer and are to be updated throughout the implementation of the contract.

### **2.1.3 Meetings**

During the implementation of the framework contract, the contract manager will be available to participate in regular meetings with the EDA project officer by phone- or videoconferences, or web-conferencing.

### **2.1.4 Resources**

The contractor will have the necessary logistical set-up for the management of the contract, including for the participation in phone-or videoconferences.

## **2.2 Design of the training:**

### **2.2.1 Requirements**

#### The context of the course:

The introduction of a European Union Maritime Security Strategy (EUMSS) has ensured that Europe has placed a renewed emphasis on the importance of the maritime domain. Many of the subsequent action points occurring as a result of the adoption of the EUMSS will be the responsibility of Europe's Navies.

Maritime awareness is seen as crucial for effective monitoring and patrolling of European seas. It remains an important factor in allowing Naval Commanders to make effective operational

decisions at the right time. The performance of a complex and effective decision making system is dependent on all aspects that make up the decision making chain.

The objective of the course:

To meet the challenges referred to above and those of the EUMSS it is important for Naval personnel to be in possession of the required tools and skills so as to add value to the decision making process. This is particularly pertinent for operations room personnel, the first provider of the received information. The objective of the 'train the trainer course' for Naval Operations room personnel is to assist them in the interpretation and analysis of varying sources of maritime information so that effective operational decisions can be made.

The course is intended to provide personnel with the required knowledge of operational, legal and technical doctrine so that they can return and impart this knowledge to other trainers and subordinates alike and thus increase the effectiveness and value of the course. It is a requirement of the course that it address the issue of threat identification and assessment. With the increase in information which personnel are confronted with, the human element of assessing what constitutes unusual behaviour and a threat is to be addressed. This is one of the main pillars of the course.

The contractor is also to be aware that the students of the course are experienced in Naval Operations, that this is not a beginners course and this shall be reflected in the design of the course.

The content of the course:

The course will cover at a minimum, but is not limited to, the subject areas listed below. On completion of the course students are to be fully competent in the theory and practice pertaining to these domains.

1. Law of the Sea – Warship status and the law of naval warfare, UN Convention on the Law of the Sea (UNCLOS) key figures and documentation, Rules of Engagement (ROE), Maritime areas definitions and Law enforcement at Sea.
2. Introduction to Warfare – Anti Submarine Warfare, Anti Air Warfare, Anti Surface Warfare, Mine Warfare, Amphibious Warfare.
3. Picture Compilation – Principles, Sensor and Communication means, Tactical Picture fusion and Management, interpretation of data and adding value – operational and strategic filtering.
4. Maritime Domain Surveillance – Platforms, Data links and Data fusion

5. Command and Control – Foundations and key considerations and processes of command and control, Joint staff organisation, the relationship of command and control to technology and warfare.
6. Maritime Interdiction Operations (M.I.O.) - International organisations and conventions, Identification and tracking systems –Peace Support Operations, Interrogation approach and stopping, searching and boarding.
7. Unusual Behaviour – What constitutes unusual behaviour – typical features, the identification of threats and their assessment, illegal activities analysis and non-compliance picture. Early warning.

The scope of the course will be characterised by the development of an increased knowledge base and enduring skill set that allows personnel to identify, assess and recommend specific courses of action based on the scenarios presented.

During the implementation of the Framework Contract, EDA may require the Contractor to further develop the designed training on the basis of the experience gained - at no additional cost, except if substantial changes to the initially developed course accepted by EDA would be requested.

### **2.2.2 Deliverables**

The contractor will develop:

1. A detailed curriculum containing a list of the subjects, the objective and learning outcomes from each subject and the method of teaching for each subject.
2. A precise timetable containing units of teaching for each course will be provided.
3. The details and background of the trainers, in particular highlighting their suitability for preparation of the course.

A set of draft deliverables is to be submitted to EDA within 30 calendar days following the signature of the specific contract. EDA will have 30 calendar days to provide comments. The contractor will have 14 calendar days to incorporate the comments and to submit the final deliverables, to which the contractually foreseen acceptance procedure will apply.

All material produced in all formats for the European Defence Agency becomes the Agency's intellectual property. EDA may then make use, publish, assign or transfer this material as they see fit, without geographical or other limitation, except where industrial or intellectual property

rights exist prior to the contract being entered into. The Contractor is required to notify EDA where this might be the case.

### **2.2.3 Meetings**

Following the signature of the framework contract and the first specific contract a kick off meeting will be held in the EDA premises in Brussels.

### **2.2.4 Resources**

The successful contractor will have sufficient resources (expertise) for the development of the curriculum and the timetable.

## **2.3 Preparation and delivery of the training:**

### **2.3.1 Requirements**

#### The participants:

In each training session approximately 20 to 30 students will participate.

Students on the course will be able to avail of course material in advance of the course. The contractor will provide information as to the source of the material that will be used.

#### The location of the courses:

The contractor will be required to prepare, plan and deliver the courses. The courses will be run in separate locations. The locations for the courses will be in EU Member States. The exact location will be communicated to the Contractor not later than one month before the envisaged start date of the course.

The contractor will be responsible for the delivery and coordination of the course. The contractor will liaise closely with the host nation to ensure that the course can be delivered in a timely and efficient manner.

#### Timing and duration of the courses:

Currently two courses are foreseen. The first course has a provisional start date of the 11<sup>th</sup> of May 2015 with the second course being run on the 8<sup>th</sup> of June 2015. Each course will have at a minimum a duration of 10 days.

### **2.3.2 Deliverables**

The training sessions including the training material, as specified above.

- The training conducted must adhere to the curriculum that has been agreed by EDA.
- The training is to be deeply interactive with emphasis placed upon the involvement of the students.
- The delivery of the training shall place an emphasis on the use of operational scenarios.
- The learning outcomes for each subject will be met.

The contractor is to provide an online registration portal for students to avail of.

A consultation plan with the host nation is to be provided in advance of the course.

### **2.3.3 Meetings**

Once the host nations have been identified the contractor will be required to liaise closely and to conduct a pre course meeting with the host nation representatives and the EDA project officer prior to the start date.

### **2.3.4 Resources**

#### Logistical resources:

With regard to travel and accommodation expenses, EDA will cover all costs pertaining to the students during attendance at the course. The contractor will cover the expenses incurred by the instructors as these will not be reimbursed by EDA. The management of the instructors will remain the sole responsibility of the contractor.

With regard to the training material, the service to be provided must include all subsidiary services, in particular the production and distribution of teaching materials, slides and transparencies (on whatever medium), working documents for participants, summaries, bibliographies, and the drafting and printing of the trainer's guide and documents presenting/publicising the training course. These documents and this material must be provided in the language(s) of the training both in electronic form to the ordering service and in a paper version to each participant (if necessary). All participants and EDA will be provided with electronic copies of the course notes.

The Contractor will also ensure that an online registration and training portal is also provided.



## Human Resources:

Trainers will be required to have a very good command of the training language. Training will be given in English only.

The contractor must be able to supply top quality trainers to deliver the various training programmes developed. The required minimum level and length of previous experience for the trainers for each programme may be further specified in the specific contracts.

For the trainers, the minimum services required of them are:

- to prepare the training properly and in good time, in other words (this list is not exhaustive): to inform themselves of the training course and the participants (number, level, requirements), to coordinate with any other trainers running the same programme, to check that the logistical aspects of the training (including documentation and teaching materials) are ready in good time;
- to run the training in such a way that the training objectives are sufficiently achieved for all participants to an adequate level of satisfaction;
- to explain the training objectives clearly and specifically to the participants at the beginning of the training course and before beginning each new separate session of a programme; to answer participants' questions clearly and exactly, provide a recommended reading list (if necessary/appropriate);

## **2.4 Assessment, certification and evaluation of the training:**

### **2.4.1 Requirements**

In order to evaluate the effectiveness of the course, a pre and a post assessment will be developed and administered by the Contractor and undertaken by the students.

Certification will be provided for each successful student. The contractor will evaluate the impact of the training.

This can be audited at any moment by the Agency or any delegated authorities.

### **2.4.2 Deliverables**

Within thirty calendar days after a course has been fully completed, the contractor shall submit a report evaluating its impact, factoring in the certification of the successful participants following their assessment. Within fifteen calendar days after the submission of the draft report, EDA shall provide comments and indicate the date of the meeting to discuss the report. Within fifteen calendar days after the meeting, the contractor shall submit the report incorporating the comments. Following this, the contractually foreseen acceptance procedure will apply.

### **2.4.3 Meetings**

The contractor shall be available for a meeting at EDA premises in Brussels to discuss the report, as well as the feedback from EDA stakeholders.

### **2.4.4 Resources**

The contractor shall have suitable resources to timely and effectively capacity o assess the success of delivery of the course, as indicated above.

### **2.5 Specific Security Issues**

Nil.

### **2.6 Type of contract**

The contract to be awarded is a framework contract. The Framework Contract involves no direct commitment and, in particular, does not constitute orders per se. Instead, it lays down the legal, financial, technical and administrative provisions governing the relationship between EDA and the Contractor during their period of validity. Actual orders will be placed after the Framework Contract is signed and in force, through “order forms” and/or “specific contracts” concluded in performance of the Framework Contract. The draft Framework Contract specifies the basic conditions applicable to any assignment placed under its terms. Signature of the Framework Contract does not place EDA under any obligation to place an assignment. The Framework Contract does not preclude EDA from assigning tasks in the areas set out above to other Contractors or from having these tasks carried out by EDA staff.

### **2.7 Volume of the contract**

The maximum budget for the framework contract is €195,000 EUR, VAT excluded.

### **2.8 Duration of the contract**

The framework contract will have an initial duration of nine months, renewable once for another period of nine months, under the same terms and conditions.

### **2.9 Place of performance**

The contract will be performed in different EU Member States and in EDA premises.

### **2.10 Terms of Payment**

Payment

The payment of 100% of the value of the order form by which a service is ordered will be made on the acceptance of the corresponding deliverables.

## **2.11 Variant solutions**

Not applicable.

## **3 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. EDA may waive the obligation of a tenderer to submit the documentary evidence referred to in paragraphs 1 and 2 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.

### ***Nota bene:***

The tenderer to whom the contract is to be awarded shall provide, within 10 calendar 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. “Economic operators already registered as a legal entity with EDA (i.e. they are or have been contractors of EDA) are not obliged to provide the evidence requested in the form on the condition that the legal entity details of the contractor have not changed . In such case economic operators are to provide reference of the last contract awarded by EDA”.

### **3.2.2. Economic & Financial capacity**

#### **Requirement**

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

- A minimum average annual turnover for the past three financial years of 100 000 EUR

#### **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 shall 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 consortium 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 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 EDA considers appropriate. EDA reserves the right to ask sub-contractors to prove their financial capacity should their share of work is 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.

More specifically, to successfully perform the contract the tenderer shall have:

- Sufficient experience in the development and provision of courses similar to those indicated in the technical specifications: having had in the past three calendar years at least two different assignments similar in size and scope to those indicated in the technical specifications.
- Sufficient capacity to provide a team of at least four experts that have the capability and subject matter know-how to conduct the courses in English in various EDA Member States

#### **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 contracts corresponding in terms of size and scope to the services of the present call for tenders;
- Tenderer's organisation structure; CVs of experts (using the template in Annex III) and any references, presentation of performance record in similar projects;
- 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;

**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)

No	Criteria	Weight
1	Quality of the proposal for the management of the training programme:	20
2	Quality of the proposal for the design of the training programme:	30
3	Quality of the proposal for the preparation and delivery of the training programme:	30
4	Quality of the proposal for the evaluation of the training programme:	20
	<b>Total</b>	<b>100</b>

#### **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.

##### **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 high quality training. 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 tenders at least the following elements/information:

1) Proposal for the management of the training programme:

- The methodological approach for this service, including but not limited to:
  - Developing and updating the Coordination and Communication plan
  - Developing and updating the Quality plan

2) Proposal for the design of the training programme:

- The methodological approach for this service, including but not limited to:
  - How the use of scenarios and a practical approach to training can be integrated into the curriculum proposed. How will these be used to meet the learning objectives.

3) Proposal for the preparation and delivery of the training programme:

- The methodological approach for this service, including but not limited to:
  - How will the tenderer ensure that the learning experience is maximised and the objectives are met. How will lesson plans be used for each subject block. How will effective use of the time be maximised.

4) Proposal for the evaluation of the training programme:

- The methodological approach for this service, including but not limited to:
  - How will the students development be assessed. How does the tenderer propose to ensure that all learning objectives are met and verified.



#### 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” = (price of the cheapest admissible offer 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 NOT subject to revision.
- Prices must be quoted free of all duties, taxes and other charges (including VAT) as 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.
- Prices shall be all-inclusive. No other costs, such as for shipping or for travel, shall be reimbursed.

#### 4.6. Choice of the selected tender

The most economically advantageous tender is established by weighing technical quality against price on a **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**  
**(attached as a separate document)**

**ANNEX II - MODEL FINANCIAL OFFER**

<b>Name of Tenderer:</b>	
--------------------------	--

No.	Service	All-inclusive unit price excluding VAT, in EUR	Quantity	Total
1	Design of the training		1	
2	Preparation and delivery of the training		2	
3	Evaluation of the training		2	
	Total assignment			

<b>Name:</b> (of the Tenderer or authorised representative)	<b>Signature:</b>	<b>Date:</b>
--	-------------------	--------------

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 2.7 shall be excluded outright.**

### **ANNEX III - CURRICULUM VITAE**

To be downloaded from the following URL address:

<http://europass.cedefop.europa.eu/en/documents/curriculum-vitae/templates-instructions>

#### 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 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:

[http://ec.europa.eu/budget/info\\_contract/legal\\_entities\\_en.htm](http://ec.europa.eu/budget/info_contract/legal_entities_en.htm)

**ANNEX VI - FINANCIAL IDENTIFICATION FORM**  
**(attached as a separate document)**

**ANNEX VII - TENDER SUBMISSION FORM**

---

**14.CAT.OP.066**

**“Train the Trainer course for naval operations room personnel”**

---

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

---

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

	<b>Name(s) of legal entity or entities submitting this tender</b>	<b>Nationality<sup>2</sup></b>
<b>Leader</b>		
<b>Member 2</b>		
<b>Etc ... <sup>3</sup></b>		

**2. SUBCONTRACTORS (if applicable)**

	<b>Name(s) of the legal entity or entities identified as sub-contractor(s)</b>	<b>Nationality</b>
<b>Sub-contractor 1</b>		
<b>Etc ... <sup>4</sup></b>		

---

<sup>2</sup> Country in which the legal entity is registered

<sup>3</sup> 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)

<sup>4</sup> 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 EDA and the Tenderer)**

<b>Name and position</b>	
<b>Organisation</b>	
<b>Address</b>	
<b>Telephone</b>	
<b>Fax</b>	
<b>e-mail</b>	

**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 EDA. We are also aware that the consortium members would have joint and several liability towards 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:

<b>ENVELOPE A - ADMINISTRATIVE DATA:</b>	
▪ This <b>Tender Submission Form</b>	<input type="checkbox"/>
▪ The duly filled in, signed and dated <b>Exclusion Criteria Declaration(s)</b> by every legal entity identified under point 1 and point 2 of this Tender Submission Form	<input type="checkbox"/>
▪ The duly filled in, signed and dated <b>Legal Entity Form</b> ( <i>using the standard template referred to in Annex V to the Tender Specifications</i> ) and the supporting documents requested therein, by every legal entity identified under point 1 and point 2 of this tender submission form	<input type="checkbox"/>
▪ The duly filled in, signed and dated <b>Financial Identification Form</b> ( <i>using the standard template in Annex VI to the Tender Specifications</i> ) to nominate the bank account into which payments would be made in the event that our tender is successful	<input type="checkbox"/>
▪ <b>Documents proving the economic and financial status</b> (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	<input type="checkbox"/>
▪ <b>Documents proving our technical and professional capacity</b> (as requested in point 3.2.3 of the Tender Specifications) - One signed original and three copies	<input type="checkbox"/>
▪ <b>Duly authorised signature</b> , i.e. an official document ( <i>statutes, power of attorney, notary statement, etc.</i> ) proving that the person who signs on behalf of the Tenderer is duly authorised to do so	<input type="checkbox"/>
▪ Our <b>consortium agreement/</b> duly signed and dated <b>consortium statement</b> 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	<input type="checkbox"/>
<b>ENVELOPE B - TECHNICAL PROPOSAL</b> (one signed original and three copies and providing all information requested in point 4.2 of these specifications).	<input type="checkbox"/>
<b>ENVELOPE C - FINANCIAL PROPOSAL</b> (one signed original using the template in Annex II), <b>which is submitted in a separate, sealed envelope.</b>	<input type="checkbox"/>

Signed on behalf of the Tenderer

<b>Name</b>	
<b>Signature</b>	
<b>Date</b>	

## ANNEX VIII – ECONOMIC AND FINANCIAL CAPACITY

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

(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>

Tenderer name:

Begin and end of the financial year (eg: 1/1/n - 31/12/n):

<b>Asset</b>	<b>2013</b>	<b>2012</b>	<b>2011</b>
Long term assets (assets convertible in cash in > than 1 year)	€ 0	€ 0	€ 0
Short term assets (current assets convertible in cash in =< than 1 year)	€ 0	€ 0	€ 0
<b>Total assets ( TOTAL ASSETS SHOULD EQUAL TOTAL LIABILITIES)</b>	<b>€ 0</b>	<b>€ 0</b>	<b>€ 0</b>
<b>Liabilities</b>	<b>2013</b>	<b>2012</b>	<b>2011</b>
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
<b>Total liabilities (TOTAL LIABILITIES SHOULD EQUAL TOTAL ASSETS)</b>	<b>€ 0</b>	<b>€ 0</b>	<b>€ 0</b>
<b>Profit and loss account data</b>	<b>2013</b>	<b>2012</b>	<b>2011</b>
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
<b>Main indicators</b>	<b>2013</b>	<b>2012</b>	<b>2011</b>
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 - indebttness (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 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.

**Name of Chief Accounting Officer of the tenderer:**

**Date:**

**Signature:**