

Specifications attached to the Invitation to Tender

14.CPS.OP.095

Framework contract for Permanent Monitoring
and Analysis of military capabilities and defence
sector trends.

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Introduction to EDA

The European Defence Agency, (hereinafter “EDA” or “the Agency”), was established under a Joint Action of the Council of Ministers on 12 July, 2004, "to support the Member States and the Council in their effort to improve European defence capabilities in the field of crisis management and to sustain the European Security and Defence Policy as it stands now and develops in the future”.

The European Defence Agency, within the overall mission set out in the Joint Action, 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.

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. This contract will be a framework contract.

1.2 Timetable

Summary timetable	Date	Comments
Launch date	02.12.2014	
Deadline for request of clarifications from EDA	05.01.2015	
Last date on which clarifications are issued by EDA	09.01.2015	
Deadline for submission of tenders	19.01.2015	Tenders delivered by hand shall be submitted not later than 15:00h Local Time
Opening session	20.01.2015 at 10.00* ¹	Opening of tenders will take place at EDA premises
Completion date for evaluation of tenders	February 2015	Estimate
Signature of contract(s)	March 2015	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.

* Brussels local time

¹ 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 What is a Framework Contract?

A framework contract is a legal agreement between two parties - in this case, EDA and the Contractor. It acts as the basis for possible future purchase of services by the Agency. The framework contract contains, inter alia, a description of the scope of services that can be purchased by EDA, methodology, timing and fees to be respected by the Contractor. It is a contract of a fixed duration but with no fixed value, only a maximum total value. The framework contract itself is not an order for services or supplies and does not constitute a financial commitment. Services are requested under "specific contracts" linked to particular activities, over a given period. At the time of the framework contract award, simultaneously, a first one year specific contract will be automatically awarded

Specific contracts shall take the form of one or both of the documents provided in the annexes of the draft framework contract. Either format may be used for implementation of the framework contract indiscriminately, depending on the Agency's needs.

1.5 Implementation of framework contracts

The framework contract shall have initial duration of one year, renewable automatically up to a maximum of three times, under the same conditions.

EDA intends to conclude simultaneously both the framework contract and the first specific contract which will cover the first year of activity.

NB: no legal or financial commitment exists on behalf of either party until the specific contract/order form is signed by both parties.

1.6 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 *de facto* 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. In particular, if that ineligible person belongs to a consortium, the whole consortium will be excluded.

1.7 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.

Additionally, the tenderer shall provide appropriate documentation indicating the contractual arrangement agreed between the parties, in order to ensure the successful implementation of the project's deliverables. Should any of the selected and agreed sub-contractors fails for any reason throughout the project's life-cycle to fulfil its undertaken obligations then the contractor will be held responsible and will have to provide alternative solutions to remedy the problem or else penalties might be incurred.

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 tenderer.

Sub-contractors may not sub-contract further.

1.8 Submission of the tenders

The tenders must comply with the following conditions:

1.8.1 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.095
- the project title “**Framework contract for Permanent Monitoring and Analysis of military capabilities and defence sector trends**”
- 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 Form**² 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
- **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.

² 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) photocopies of the technical proposal providing all information requested in point 4.2.

Envelope C – Financial proposal

One signed original, 3 (three) photocopies and an electronic version of the financial proposal based on the format found in **Annex II**

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

1.8.3 Tenders should be drafted in one of the official languages of the European Union, **preferably English**. Requested documents not available in English must 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.

1.9 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 6 months 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.

1.10 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** 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.

After the award decision, 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.

1.11 Visits to EDA premises

Not applicable

1.12 Division into lots

Not applicable

The tenderer must be in a position to be able to provide all the services requested.

1.13 Variants to the requirements

Nihil

1.14 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 awarded this contract.

1.15 Security standards

In the general implementation of its activities and for the processing of tendering procedures in particular, EDA observes the EU Council Security Regulations 2013/488/EU on the security rules for protecting EU classified information.

1.16 Applicable law

The present procurement procedure is governed by the Procurement Rules and Rules for Financial Contributions from the Operational Budget of the European Defence Agency (Council Decision 2007/643/CFSP of 18 September 2007, OJ L 269, 12.10.2007, p. 1-38).

Any Contract signed as a result of this tendering procedure shall (except as otherwise provided in the Contract) be governed by European Union law, complemented, where necessary, by the national substantive law of Belgium.

2 Terms of Reference

2.1 Background:

The lingering impact of the Financial crisis defines more than any other single factor the current and future challenges of the EU defence sector, which are: shrinking defence budgets, growing military capabilities gaps and a diminishing defence industrial and technological base. Not only the magnitude of the negative impacts but also the speed at which the headline news succeed as never ending beach-combers provide a totally new challenge to military capability planners who are struggling with more rapidly than ever outdated data. The existing data collection and analysis loop is not fast enough to provide reliable assessments in particular with a view of identifying areas where shortfalls may appear or widen.

2.2 Objective:

EDA is tasked to support its participating Member States (pMS) in their efforts to build a predictive global capability picture and to identify emerging gaps as well as new opportunities for cooperation – in particular through Pooling and Sharing (P&S) mechanisms. It requires to maintain a permanently updated picture and add a predictive overlay based on a systematic monitoring and analysis of EU defence budgets, military capabilities and defence industrial and technological base trends.

The purpose of the contract is to provide EDA with a continuous collection, survey and analysis of open source defence and military capabilities data, including the Defence Technological and Industrial Base (DTIB) of all 27 EDA participating members states (all EU Member States except Denmark) and Partners (Norway, Switzerland, Republic of Serbia).

The contractor shall provide a compiled picture by merging data provided by EDA with its own data. The data to be provided by EDA consists of EDA collection of pMS inputs which includes classified information whilst the Data to be provided/used by the contractor will consist of Data develop as an independent analysis of likely trends and cooperation opportunities by the Contractor..

2.3 Description of Tasks:

2.3.1. “Continuous compilation of data and updating of database”

The contractor is to establish and maintain a detailed database of the above mentioned EDA Participating Member States and Partners defence related data: defence budgets, defence staff/personnel strength, military capability inventories and industrial base. The database shall also compile forward-looking elements: defence contracts either signed or in preparation, military plans and programs. The database shall finally compile non-official elements which may be indicative of future trends such as press releases, specialists analysis or studies. The database shall consist of elements provided by EDA (some being of a classified nature) and by the contractor through the monitoring of available open sources.

On the basis of an existing database (used in its current business), the contractor shall initially contribute together with EDA to the initial baseline and thereafter concentrate resources to continuously updating the data base.

The contractor will be asked to establish a full list of monitored open sources.

In order to facilitate the future handling of data by EDA and by its participating member States (PMS), the contractor will be requested to adopt the format and the taxonomy used within EDA Collaborative Database (CODABA), especially with regards to military capability inventory and defence plans and programs. CODABA-related documents are attached to the invitation (see annex IX) to tender in order to make more understandable the structure and the taxonomy of the database the contractor shall establish and maintain. As a minimum the contractor is required to synchronize its database with the CODABA twice a year at the occasion of the presentation of the six-monthly reports to the EDA Participating Member States (please refer to point 2.4.3).

2.3.2 “Predictive Analysis”

Going beyond a pure description of past events and enabling proactive policy recommendations, the analysis needs to identify trends and mechanisms which could then allow for some preliminary estimates on future scenarios and recommendations based on these assessments. The analysis need to focus on the assessment of implications for the EU's military capabilities and their industrial basis, including indications on the possibility of emerging or widening capability shortfalls and options for deepening or expanding existing or identifying new areas for collaboration; evaluation of realistic opportunities for Pooling and Sharing;

The analysis shall also include an analysis of the major market trends : budget tendency, evolution of European defence Technological and Industrial base (EDTIB) players, mergers and acquisitions.

The contractor will have to deliver a report on new developments in all categories, visible trends and their predictive stability on a yearly contractual basis over respectively two subsequent 6 months reporting periods.

The reports should be twofold:

- Classified reports for EDA and EDA's participating Member States.
- Non-classified reports for potential non-classified external distribution.

2.3.3 “Analysis of new P&S projects”

The aforementioned Bi-annual reports shall include a specific detailed analysis of new potential “Pooling & sharing” opportunities as well as – on specific request from EDA - of projects of special interest to EDA. The analysis shall address the following angles:

- Implementation impact
- Future potential (expansion/deepening)
- EDTIB implication

2.4 Management and Contractual Deliverables

2.4.1 Management

The Contractor will appoint a single Representative, who shall work closely with EDA from the beginning of the implementation of the contract. The Representative 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 EDA. The Contractor shall ensure the overall management and an appropriate reporting during the contract, as described below.

The tenderer is to demonstrate the effective management system to deliver all of the required services. To that end, a **Management Plan** on the planning and methodology to be used to execute the contract, including the main expected challenges, is to be included in the tender. The Management Plan shall be an **integral part of the tender** and shall as a minimum:

- provide evidence that the Contractor takes responsibility for the general objectives of the tasks, demonstrates a good understanding of the subject matter, the scope of the tasks 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 tasks;
- 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 tasks): 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.;
- explain the monitoring structure proposed to ensure appropriate decisions and outputs in due time, including interaction with EDA and its representatives for work orientation matters;
- explain the interaction required with 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 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 be delivered explaining how the tenderer intends to identify, access and exploit sources of information relating to the study objectives. It is up to the tenderer to decide of the opportunity to consult with the stakeholders, institutions, organisations, experts. In that case the tenderer shall include it in the Consultation Strategy. The final version of the Consultation Strategy shall be delivered with the final Management Plan referred above.. The Contractor should avoid over-burdening EDA's Member States or other stakeholders with questionnaires.

The Contractor shall report changes/amendments of the Management Plan and the Consultation Strategy in written form to the Agency in a proper timing—regular mail and e-mail to the responsible EDA Project Officer. This should be timely and taking into consideration possible technical or managerial problems or obstacles (i.e.: delay of possible EDA's 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.

2.4.2 Meetings

Kick-off meeting (T0)

The kick-off meeting will take place within a few days following the signature of the Contract. The exact date will be set by 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 minutes of the meeting shall be provided by the contractor.

Presentation of the semestrial reports to EDA (T0+6) and (T0+12)

The contractor will also be expected to present the final results of the study to first EDA's management and once approved to EDA's Member States at EDA premises.

2.4.3 Deliverables

The reports and all the deliverables shall be submitted to EDA for approval, namely to the Project Officer for approval.

Reports are allowed to have appendices.

Semestrial Reports:

The Reports (including Executive Summary) shall contain all the deliverables.

A **draft Report** shall be submitted to EDA **every 6 months and presented to EDA management at EDA's premises**. EDA will be entitled to ask for clarifications on the elements and parameters of the report. The Contractor shall provide clarifications and changes to the final report within 15 days from EDA request(s). Once approved by EDA the report will then be presented to EDA's Member States at EDA premises. Following the presentation, the Contractor shall revise/update the Final Report (including Executive Summary) as appropriate taking into consideration EDA's Member States comments and feedback.

The Report shall contain all products and documents provided during the period whichg the reports covers including a PowerPoint Presentation and an Executive publishable summary, identifying the key conclusions and recommendations.

In addition, the following shall apply:

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

This study was commissioned by the European Defence Agency in response to the invitation to tender No. 14.CPS.OP.095. The study does not, however, express the Agency's official views. The views expressed and all recommendations made are those of the authors. This study as well as any other results and rights obtained in performance of the ensuing contract, including copyright and other intellectual or industrial property rights, shall be owned solely by the Agency, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation, except where industrial or intellectual property rights exist prior to the contract being entered into.

The delivery shall be in accordance with the following distribution:

Draft Report:

- A CD-ROM containing the draft Report, the draft Executive Summary and other information shall be provided to EDA Project Officer no later than two days before the meeting with EDA management.

Report:

- 33 CD-ROMs containing the Report, the Executive Summary and other information shall be provided to EDA Project Officer.
- The CDs shall be labelled with: the title "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.

Final report:

- 33 CD-ROMs containing the Final Report, the Executive Summary and other information shall be provided to EDA 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.

2.5 Volume of the contract

The total maximum budget for the Framework Contract shall be **€800 000** for a **4** year duration .

Tenderers shall draw up their financial proposals by making use of the Model Financial Proposal available under Annex II.

Prices must be expressed in euros.

The value of the ensuing specific contracts will be in accordance with the price indicated in the Annex II.

Prices proposed shall be fixed and firm and not subject to revision.

No financial guarantee shall be required for the performance of the contract.

2.6 Duration of the contract

The contract is a framework contract which will be concluded for one year, automatically renewable up to 3 times.

2.7 Place of delivery/execution

Delivery of outputs shall be at EDA premises in Brussels.

3 Exclusion and selection criteria

3.1 Exclusion criteria

Participation to this tender is only open to economic operators/entities 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 10 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.

The tenderers may be waived of the obligation to submit the documentary evidence above mentioned if such evidence has already been submitted for the purposes of another procurement procedure launched by the European Defence Agency and provided that the documents are not more than one year old starting from their issuing date 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 in a previous procurement procedure, specifying the reference of the call for tender for which the documents have been provided, and confirm that no changes in his situation have occurred.

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 must have the following economic and financial capacity to perform the contract:

- The tenderer must be in a stable financial position.
- The tenderer must have generated an annual turnover in the last closed financial year of at least 400 000 €.

Evidence on compliance with the economic and financial capacity requirement must be provided by the following document:

Evidence required

The tenderer which according to the law of the country in which it is established is required to publish the balance sheet shall complete and include in the offer a financial statement form as in Annex 8 to these tender specifications. Please observe the following aspects in completing this financial statement:

1. It should be certified by means of a signature of the chief accounting officer of tendering organisation
2. 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.
3. In the case of a consortium submitting an offer, or in case of subcontracting, the financial statement as is Annex 8 should be included in the offer for all consortium partners and subcontractors.
4. In the case of a physical person the financial statement as in Annex x 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.

The tenderer, which according to the law of the country in which it is established is not required to publish the balance sheet, shall provide the extract from its budget (2011, 2012 and 2013) and evidence on generating an annual turnover of at least € 400.000 each in the last 3 closed financial years

3.2.3 Technical and professional capacity

Requirement(s)

- At least five (5) year experience of operations in collecting defence related data. It will in particular have to demonstrate it operates a wide and agile open source data process as well as a robust network consisting of EU governments, defence, prime contractors, industry associations and other relevant organisations that contribute to military related technology.
- Experience in building credible analysis out of the consolidated data in the domains of defence capabilities, procurement and in service support gaps, industry trends and multinational cooperation.
- The contractor is required to demonstrate that it already has and maintains similar database on defence data – as a result of its general trade.

In order to handle classified information at CONFIDENTIEL UE/EU CONFIDENTIAL level in the frame of the present contract:

- The contractor must be in the possession of a EU Facility Security Clearance (FSC) at CONFIDENTIEL UE/EU CONFIDENTIAL level.
 - The Contractor's personnel who have a need to know must be in the possession of a Personal Security Clearance at CONFIDENTIEL UE/EU CONFIDENTIAL level.
 - The same obligation to hold the above mentioned clearances is applicable to consortium members, co-contractors or any other individual which, in the frame of the contract are to handle classified information.
- Any other document which could demonstrate tenderer's technical and professional capacity according to the requirements set in this section;

Evidence required

The following documents or information must be presented as evidence of compliance with the technical and professional criteria:

- A detailed description of the existing data collection process and supporting manpower.
- a list and a description of analysis and publications provided in the past five years and corresponding in terms of scope and complexity to the services of the present call for tenders .
- The CV of experts including the educational background, degrees and diplomas, professional experience, research work, publications and linguistic skills (English). The use of the model in Annex III is highly recommended.
- 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;
- Tenderer's organisation structure;

EDA, as Contracting Authority, shall receive, by the deadline for tendering, the below required evidence:

- Proof of Personal Security clearance(s) of all personnel who have a need to know, who will be granted access to classified information at CONFIDENTIEL UE/EU CONFIDENTIAL level
- The form of Annex VIII, completely filled out and signed by each of the tenderers and potential subcontractors.

Additionally, EDA, as Contracting Authority, shall receive, within ten (10) working days from the tenders' opening date, confirmation from the National Security Authority (NSA)/ Designated Security Authority (DSA) or any other competent security authority of the EU Member State in which the potential contractor or subcontractor concerned is registered that, where required, an appropriate FSC has been issued.

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.

No	CRITERIA	Max points
1	Understanding of the requirements and clarity of the tender.	10
2	Database Management <ul style="list-style-type: none">• Full list of monitored open sources proposed.• Proposed methodology to adapt to the structure and taxonomy of the CODABA from the tenderer's existing database.• Applied to the Case study *	10 10 10
	Open source data collection proposal <ul style="list-style-type: none">• -data collection proposed methodology, -organisation of infrastructure and manpower support -preliminary list of information sources• Applied to the Case study*	15 15
		Analysis methodology <ul style="list-style-type: none">• -internal structure / organisation of the team -Division of labour and balance in the team's professional backgrounds -Analysis methodology• Applied to the Case study*
	TOTAL	100

*Explained under point 4.2.

Interviews

The Evaluation Committee does not expect to conduct any interviews.

4.2 Technical proposal

Tenderers shall present evidence that they are capable to deliver a high quality 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 this effect, tenderers shall include in their tender, 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

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

b. A description of the organisational structure to be put in place for the proper performance of the contract, workload broken down by tasks, roles and responsibilities of the consulting team and the key experts involved (whose CVs are required under section 3.2.3) including a declaration of their effective availability and commitment for the project work.

c. Any comments on the terms of reference of importance for the successful execution of the contract, in particular its objectives and expected results.

d. Appropriate documentation indicating the contractual arrangement between the contractor and the proposed experts (freelance / employees)

e. Information on which parts or tasks of the assignment will be carried out by a consortium partner or a subcontractor. The respective subcontractor or consortium partner should be specified for each part or task.

f. A demonstration of the availability, efficiency, flexibility and ability to respond on very short notice, and assurance of proposed experts' availability and flexibility by any proof that the tenderer considers suitable

g. A description of the organisational structure to be put in place for the proper performance of the contract, in particular the team members appointed to perform the contract and the working procedures;

h. Any other information, in order to assess the criteria established in section 4.1.

Case study:

The tenderer is also to illustrate its offer through a test case study: the military Remote Piloted Air Systems (RPAS) in Europe.

In accordance with tasks described in the tender specifications the Contractor shall provide:

- A list of case study-related open sources or references,
- A compilation of European military RPAS related data including defence procurement and contracts (currents and forecasted) with the structure and the taxonomy used in the

CODABA.

- A “Predictive Analysis” of the sector trends including the major market trends: budget tendency, evolution of EDTIB players, mergers and acquisitions...
- An analysis of potential P&S opportunities.

For the purpose of the evaluation the two analysis reports are limited to a total of ten (10) pages.

In addition to the above the tenderer must provide the information concerning sub-contracting as requested in **point 1.7**.

4.3 Technical quality threshold

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

4.4 Financial evaluation

The financial offers will be first checked for any arithmetical errors in computation and summation. Errors will be corrected by the Evaluation Committee as follows: where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will be the price taken into account.

Where there is a discrepancy between the price quoted in the paper-based financial offer and the one in the electronic version of the financial offer, the price to be considered in the evaluation will be the one on the paper version.

The evaluation will be made on the basis of the price offered. Where a maximum budget is mentioned in these tender specifications, any tenderer submitting a financial proposal exceeding this budget will be rejected.

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

4.5 Financial proposal

- Tenderers are requested to submit a financial offer corresponding to 12 months of services (which will correspond to the duration of the first specific contract)
- 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 EDA is exempt from such charges under Article 3 of the Decision of the Representatives of the Governments of the Member States, meeting within the Council, of 10/11/2004, on the Privileges and Immunities granted to the European Defence Agency and to its Staff Members.
- 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 60/40 basis.

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

$$\text{Consolidated score} = \text{Technical Score} * 0,6 + \text{Financial Score} * 0,4$$

ANNEX I - DRAFT CONTRACT

ANNEX II - MODEL FINANCIAL OFFER

Prices should be all-inclusive; the Agency will not pay expenses for any additional costs incurred from the execution of the contract.

Name of Tenderer:	
--------------------------	--

TOTAL YEARLY PRICE OF ASSIGNMENT, INCLUDING ALL ASSOCIATED EXPENSES AND EXCLUDING VAT	€
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The maximum price for the yearly assignment cannot exceed 200 000EUR. Any offer exceeding 200 000EUR will not be considered for the award of the contract

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

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

ANNEX VII - TENDER SUBMISSION FORM

One signed original of this tender submission form must be supplied, together with **three copies**.

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

	Name(s) of legal entity or entities submitting this tender	Nationality ³
Leader		
Member 2		
Etc ... ⁴		

2. SUBCONTRACTORS (if applicable)

	Name(s) of the legal entity or entities identified as sub-contractor(s)	Nationality
Sub-contractor 1		
Etc ... ⁵		

³ Country in which the legal entity is registered

⁴ 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)

⁵ 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)

Name and position	
Organisation	
Address	
Telephone	
Fax	
e-mail	

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:

ENVELOPE A - ADMINISTRATIVE DATA: (one signed original version, 3 copies and an electronic version on CD Rom or USB key)	
▪ This Tender Submission Form	<input type="checkbox"/>
▪ 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	<input type="checkbox"/>
▪ The duly filled in, signed and dated Legal Entity Form (<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 Financial Identification Form (<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"/>
▪ 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	<input type="checkbox"/>
▪ Documents proving our technical and professional capacity (as requested in point 3.2.3 of the Tender Specifications)	<input type="checkbox"/>
▪ Duly authorised signature , 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 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	<input type="checkbox"/>
ENVELOPE B - TECHNICAL PROPOSAL (one signed original, three photocopies and one electronic version on CD Rom or USB key, providing all information requested in point 4.2 of these specifications).	<input type="checkbox"/>
ENVELOPE C - FINANCIAL PROPOSAL (one signed original, three photocopies and an electronic version on CD Rom or USB key using the template in Annex II), which is submitted in a separate, sealed envelope.	<input type="checkbox"/>

Signed on behalf of the Tenderer

Name	
Signature	
Date	

ANNEX VIII Information Sheet Security

INFORMATION SHEET FOR POTENTIAL CONTRACTORS /
 SUBCONTRACTORS* OF
TENDER PROCEDURE:14.CPS.OP.095

I,(name of the contractor’s legal entity), the undersigned,
 declare the below information I provide for this application is true and complete

REQUEST
<p>I. <u>Facility particulars</u></p> <p>1. Full facility name :</p> <p>2. Full facility physical address : II......</p> <p>3. Mailing address (if different from 2) : III......</p> <p>4. Zip code / city / country :</p> <p>5. Security officer Name : Phone # : Fax # : e-mail :</p> <p>IV...... *****</p> <p>V. <u>Facility Security Clearance (FSC) requirements</u> **</p> <p><input type="checkbox"/> Holds an EU FSC or is in condition to hold an EU FSC within 10 working days from the tenders’ opening date. At level <input type="checkbox"/> SECRET UE / EU SECRET <input type="checkbox"/> CONFIDENTIEL UE / EU CONFIDENTIAL</p> <p> With safeguarding of classified documents : <input type="checkbox"/> yes, At level <input type="checkbox"/> SECRET UE / EU SECRET <input type="checkbox"/> CONFIDENTIEL UE / EU CONFIDENTIAL</p> <p> <input type="checkbox"/> no.</p> <p><input type="checkbox"/> Does not need a FSC since it will not be provided with or granted access to classified information at level CONFIDENTIEL UE / EU CONFIDENTIAL or above</p>
<p>REMARKS :</p> <p>.....</p> <p>.....</p>
<p>SIGNATURE ON BEHALF OF THE CONTRACTOR</p> <p>Name : _____ Date : _____</p>

* Please use one form per potential contractor/subcontractor
 ** Please tick appropriate box
 e box(es)

ANNEX IX CODABA Information