

**Call for tenders ref. S3JU/LC/011-CFT**

***Provision of consultancy and support to SESAR 3 JU***

***related to strategic management and facilitation of***

***market uptake***

Open procedure

**TENDER SPECIFICATIONS**

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# Scope and description of the procurement

## Contracting authority: who is the buyer?

This call for tenders is launched and managed by the SESAR 3 Joint Undertaking (SESAR 3 JU), referred to as the Contracting authority for the purposes of this call for tenders.

## Subject: what is this call for tenders about?

The subject of this call for tenders is the provision of consultancy and support to SESAR 3 JU related to strategic management and facilitation of market uptake.

## Lots: is this call for tenders divided into lots?

This call for tenders is not divided into lots.

## Description: what do we want to buy through this call for tenders?

The purchases that are the subject of this call for tenders, including any minimum requirements, are described in detail below.

Variants (alternatives to the model solution described in the tender specifications) are not allowed. The contracting authority will disregard any variants described in a tender.

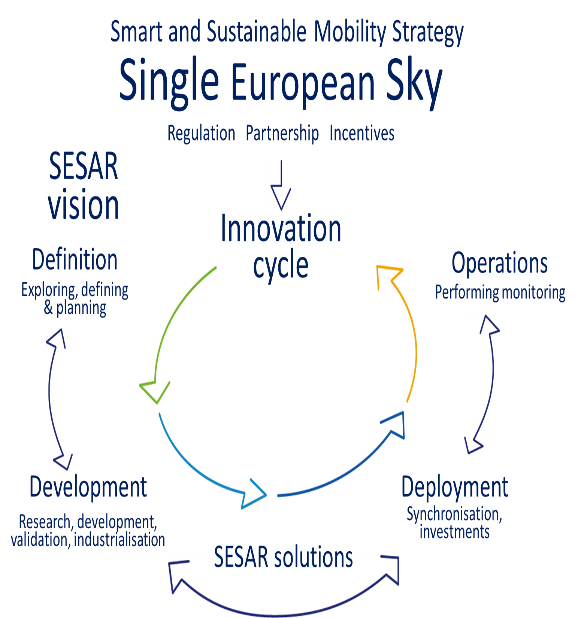
### Background and objectives

Established in 2021 by the European Union (Council Regulation (EU) 2021/2085), the SESAR 3 Joint Undertaking is an institutionalised European private and public partnership set up to accelerate through research and innovation the delivery of the Digital European Sky. It is developing and accelerating the take-up of the most cutting-edge technological solutions to manage conventional aircraft, drones, air taxis as well as vehicles flying at higher altitudes.

The SESAR 3 JU partnership brings together the EU, EUROCONTROL, and more than 50 founding Members listed in Annex 3 to the above-mentioned Regulation, covering the entire aviation value chain, from airports, airspace users of all categories, air navigation service providers, drone operators and service providers, the manufacturing industry and scientific community. The partnership also works closely with the regulatory and standardisation bodies, notably EASA and EUROCAE, as well as key stakeholders, such as professional staff organisations, the space and military communities and global partners.

The establishment of the SESAR 3 JU and its vision of a Digital European Sky sees the latest digital technologies (‘SESAR Solutions’) being leveraged to transform Europe’s aviation infrastructure (ATM), enabling it to handle the future demand and diversity of air traffic safely and efficiently, while minimising its environmental impact.

The SESAR 3 JU is part of the SESAR project, the technological pillar of the Single European Sky, which seeks to reform the European ATM system with the aim of improving its performance in terms of capacity, safety, efficiency and environmental impact. To do this it maintains and executes the **European Air Traffic Management (ATM) Master Plan (MP) as the agreed roadmap** that defines the development and deployment priorities needed to deliver the Single European Sky ATM Research (SESAR) vision, which aims at achieving the Digital European Sky. The MP is therefore an essential steering instrument of the technological pillar of the Single European Sky (SES).

The MP defines the SESAR project as a whole and the SESAR 3 Joint Undertaking (SESAR 3 JU) is responsible for coordinating the tasks associated with it (called the “definition phase” of the SESAR project), namely monitoring the implementation of the SESAR project and amending, where necessary, the MP. The SESAR 3 JU executes this task with the support of its members and by consulting all European ATM stakeholders.

The MP defines the vision and the objectives of the SESAR project, ensuring that priorities and commitments made for both SESAR development and deployment activities (covering both industrialisation and implementation) remain strongly connected to EU policy priorities, as shown in the figure here above. It is therefore the key strategic instrument used in SESAR to guide both public and private stakeholder decision makers whether for investment or for regulation.

The MP will define strategic deployment objectives, which can be implemented either voluntarily (locally by “early movers[[1]](#footnote-2)”) or mandatorily to reflect the decisions taken by regulators. Voluntary deployment objectives will be developed and agreed with stakeholders based on an optimal deployment scenario for Europe and an associated cost benefit analysis. They will not constitute an obligation or commitment to deploy at local or EU level but will provide a strategic basis to support investment decisions by “early movers” and secure that related industrialisation activities are adequately foreseen (when appropriate). To that end, and in close coordination with EASA, they will also define the need for timely development by EASA of regulatory measures that fall under Regulation (EU) 2018/1139 and the relevant implementing rules.

**The objective of this procurement procedure is to award and set-up a single service framework contract (FWC) with the aim to provide the SESAR 3 JU with external consultancy and support services in the form of a series of ad hoc and some recurrent tasks. These services to be covered by dedicated specific contracts (as per Section 1.4.7) shall cover the following two work areas:**

* **Work Area 1: Activities aiming at either further defining and enhancing strategic management in an updated draft version of the European Master Plan instrument or delivering supporting studies and analysis;**
* **Work Area 2: Activities related to facilitate market uptake**

The service will support senior management of the SESAR 3 JU and its teams in meeting their regulatory obligations in relation to:

* the European ATM Master Plan as well as
* in market uptake matters as defined in the SESAR 3 JU’s Multi-Annual Work Programme (MAWP) and, in particular, the specific objectives of the SESAR 3 JU as defined in the Basic Act (Council Regulation (EU) 2021/2085) i.e.:
  + develop and accelerate the market uptake of innovative solutions to establish the Single European Sky airspace as the most efficient and environmentally friendly sky to fly in the world[[2]](#footnote-3);
  + coordinate the tasks of the Single European Sky ATM Research (SESAR) definition phase, monitor the implementation of the SESAR project and amend, where necessary, the European ATM Master Plan[[3]](#footnote-4);
  + facilitate an accelerated market uptake of SESAR Solutions[[4]](#footnote-5).

The scope of the FWC is complementary to other service contracts and contractual arrangements currently in place supporting the SESAR 3 JU in other domains such as management of grant agreements, of members’ contributions and of project/-programme activities management as well as stakeholder consultation and communication.

### Detailed characteristics of the purchase

The future Contractor shall provide services that can be grouped in a portfolio consisting of two work areas of services as listed hereafter:

### Work Area 1: Strategic consultancy and support

The indicative (non-binding) budget estimation for this Work Area is estimated to be 50% of the estimated total budget over the duration of the framework contract. It should also be understood that an update of the Master Plan campaign is envisaged to happen in 2023 and 2024 and will most likely lead to an intensification of allocated tasks during the core of the campaign that is estimated to take place in the period Q3 2023 -> Q3 2024

**Potential services to be requested: to provide independent support and advice to the SESAR 3 JU in its role to maintain the European ATM Master Plan (strategic planning and monitoring of the execution of the SESAR project as a whole covering both development and deployment):**

* Support strategic SESAR activities executed by SESAR 3 JU (e.g. the ATM Master Plan update campaign) through the provision of strategic studies, analysis, assessments, the assistance in the development of strategic roadmaps, impact assessment etc.
* Provision of strategic consultancy/advice in terms of both approach (viability process, methods applied) as well as on the content to be worked on. Advice may cover various specialised domains like:
  + Definition of the overall performance ambitions and vision
  + Prioritisation of a range of R&I investment opportunities
  + Articulating a clear top-down logic bringing together technological, data and operational changes
  + Reflecting on future service delivery models
  + Optimisation of the Digital European Sky roll-out plan
  + Socio-economic impact assessment
* Provision of project support linked to the development and execution of strategic activities;
* Execution of supporting ad-hoc studies and analysis to support strategic steering

### Work Area 2: Market uptake support

The indicative (non-binding) budget estimation for this Work Area is estimated to be 50% of the estimated total budget over the duration of the FWC.

**Potential services to be requested: to provide independent support and advice to the SESAR 3 JU in its role of facilitating an accelerated market uptake of SESAR Solutions by:**

* Assisting in developing outreach strategies and campaigns executed by and in collaboration with SESAR 3 JU linked to market uptake obligations, identifying target audiences and proposing appropriate outreach, and promotional materials and channels;
* Providing advice on building and maintaining a strategic holistic view of the SESAR Solutions and R&D, which have been matured and delivered (Technology Readiness Level TRL6) by SESAR 3 JU in function of market uptake;
* Capture and assess output from the monitoring of Technology Readiness Level TRL6+ solutions in terms of industrialisation and implementation activities:
* Support the building of synergies with other European or national initiatives in the area of aviation (perform intelligence, reports, review material, etc.);
* Support the strengthening of connections with standardisation and regulation activities (e.g. EASA, EC, EUROCAE…) through the development of dependency analysis and mapping as well as reviewing risks and opportunities.
* Gathering intelligence about specific solution content related to SESAR 3 JU Digital European Sky programme, including conducting interviews with experts and analysing market uptake-related information, and proposing strategies to raise visibility about, for example accelerated innovation and market uptake.
* Under the supervision of the SESAR 3 JU, supporting and producing market update-related documentation on SESAR Solutions as delivered by SESAR 3 JU:
* by developing dedicated guidelines, templates and other outreach materials to support the activities linked to facilitating market update;
* by translating technical content into readable material for general and non-expert audiences to increase visibility and to create buy-in;
* by researching and drafting (i.e. writing, editing, revising and proofreading) original content for success stories and project achievements related to delivered and implemented solutions in function of market uptake.
* Assuring the quality of reporting as done by beneficiaries and other institutes related to market uptake (e.g. vertical view – across the SESAR 3 JU’s flagships - consolidation of technical progress, identification of issues, risks and opportunities).

### Deliverables

Besides the standard management deliverables as referred to in section 1.4.10 giving an overview, status and outlining planning and quality management related activities linked to the execution of the FWC itself, other technical oriented deliverables will be agreed as per service request in a pragmatic fit for purpose manner and this in relation to each individual service request.

As such, those deliverables may vary depending on the type of requested service. Typical deliverables will be (non-exhaustive list of potential services to be requested):

* Publishable report in the form of a MS Word document or MS Power Point presentation related to a specific problem or topic;
* Communication/outreach material related to market uptake (e.g. Think papers, thematic factsheets, success stories, consolidated view of projects or solutions in one specific flagship or domain, content targeting specific implementing stakeholders)
* A dashboard providing overview of market uptake related activities.

The working language for all communications and services (i.e. reading, verbal exchanges, writing) is English[[5]](#footnote-6).

### Request and triggering of requests for services

As per Section 1.6, the framework service contract will be implemented through specific contracts according to the template attached to the draft framework service contract. The granularity of each specific contract will be a coherent set of tasks and deliverables linked to well defined objective(s) as per the terms of reference of the requests for services.

The process for award of the specific contracts is broken down in the following 5 steps:

1. The SESAR 3 JU will address its request for services by email to the person indicated as responsible for contractual matters cc the project co-ordinator;
2. The contractor shall confirm the reception and good understanding by email within 3 working days;
3. The contractor will submit an offer to the specific contract within 10 calendar days from the date of receiving the request for services;
4. Each specific offer shall answer to the technical requirements detailed by the Contracting Authority in its request for Services and be composed of a technical and a financial part.
   * The technical part will contain and bring clarity about:
     + Detailed description of how the requested services will be implemented;
     + Project plan/Indicative timeline of each stage of implementation, in line with the deadlines specified by the SESAR 3 JU;
     + Composition of the team (including CVs of the team proposed) and allocation of tasks;
     + Proposed success criteria for the specific services requested;
     + Contact person in SESAR 3 JU;
     + Proposed fixed total price requested for the activities in accordance with Article I.6 of the FWC;
     + Proposal for a milestone payment plan based on the duration of the services to be performed under this, including interim payments in case needed in accordance with Article I.6.2 of the FWC;
     + Any other information deemed relevant and/or explicitly requested by the Contracting Authority.
   * The financial offer shall be drawn up in conformity with the Contractor’s unit prices as they appear in Annex II to the signed FWC, stating the total price for rendering the services requested in the form of unit prices as quoted in the FWC Price Schedule.
5. This process will result either with the signature of the specific contract in question. In case the SESAR 3 JU evaluates that the specific tender of the contractor does not properly cover the services requested as defined in the request for services, it may redefine the request for services and start the procedure again. The inability of the Contractor to provide the specific services may not be considered as a sole ground for terminating the contract;

** For each specific tender, the SESAR 3 JU will carry out an *ad hoc* evaluation on potential conflict of interests in accordance with Section 3.2.3 (*in fine)*.**

### Kick-off and coordination meetings

At the launch of each specific contract, a specific contract kick off meeting will take place to refine a more detailed timeline with milestones linked to deliverables.

Other coordination meetings may take place in accordance with the terms of reference of the requests for services.

Meetings between the selected tenderer and the SESAR 3 JU shall be held at the SESAR 3 JU’s premises in Brussels (unless stated otherwise) or through electronic conferencing systems.

### Project coordination

The Contractor shall propose a dynamic team combining all the expertise and experience necessary to carry out the tasks described in these specifications. To do this, a project coordinator role will be appointed by the Contractor to supervise and manage service requests, day-to-day oversight of service implementation and contractual matters.

The project coordinator must ensure that the composition of the team complies with the present tender specifications throughout the full duration of the contract, including the provision of an appropriate back-up person in case of absences.

The project coordinator will participate in progress meetings with the Contracting Authority and contribute to the reporting duties for the activities.

The project coordinator will provide regular monitoring progress reports on the implementation of the specific services. This may be done through email or through ad hoc meetings, upon the request of the JU. This includes, when needed and indicated in the request for services, the physical presence of the co-ordinator in the SESAR 3 JU premises.

### Annual Reporting

The selected tenderer will be requested to submit a FWC annual report linked to the implementation of the contract on an annual basis. This FWC annual report drafted in English shall be submitted every year in the first week of December and shall include:

* Reference numbers of the specific contracts signed with the SESAR 3 JU Contracting Authority
* Start and ending date of the execution of the tasks;
* Overall quantity and the value of the services performed for the referenced 12 months, with indication of a budget consumption per specific contract;
* List of names of the Contractor's team who provided services during the referenced period;
* Any problems encountered (solved or pending) and lessons learnt (qualitative analysis, including recommendations for optimising and evaluating the impact of the contract assignments, particularly in terms of cost-effectiveness);
* Summary of actions implementing data protection principles (dissemination of privacy statements, contribution to records, reporting to the JU on cases of international transfers or use of innovative technology).

The report and the invoice shall quote a reference number a specific contract to which they are linked.

In principle, the report shall be sent to the Contracting Authority by 15/11 of each year. Different deadlines may be set in the requests for services. The SESAR 3 JU Contracting Authority may request additional information, clarifications or modifications within a period not exceeding 30 working days from.

### Management of professional conflict of interest

The selected tenderer shall not enter into a possible situation of conflict of interest, in particular:

* The tenderer shall be independent, in terms of management and finance, from any SESAR 3 JU members; it shall not have any ATM product or service in its portfolio;
* The tenderer shall guarantee not to use for future business opportunities any information received in the frame of SESAR 3 contract execution;

The tenderer shall describe in a clear and unambiguous manner in its technical offer the preventive measures it will put in place to avoid any conflict of interest and preserve its independence.

### Intellectual property rights (IPR)

The tenderer selected for award of the contract will be subject to the IPR provisions of the draft contract which is annexed to the Invitation to tender.

In addition, it should be noted that, if the activity results (please, refer to the draft contract for the definition of the “results”) are not to be fully created for the purpose of the FWC it should be clearly pointed out in the tender.

## Place of performance: where will the contract be performed?

The provision of services shall be performed either at the SESAR 3 JU premises in Brussels or remotely by the awarded tenderer at their premises. Unless specified otherwise, the Contractor will be asked to perform tasks by default in the Contractor’s own premises. The place of performance will be specified as part of each service request.

Independent of whether the work is performed (intra or extra “contractor-premises” muros), the human resources allocated shall be available for contact by the SESAR 3 JU during at least during the following core working hours: 9:00-12h00 and 14:00-17:30 (CET) from Monday to Friday.

## Nature of the contract: how will the contract be implemented?

The procedure will result in the conclusion of a single framework contract.

A FWC establishes a mechanism for future repetitive purchases by the contracting authority to be awarded in the form of specific contracts[[6]](#footnote-7). The signature of a FWC does not impose an obligation on the contracting authority to conclude specific contracts with a contractor.

The single FWC will be concluded with one contractor. Specific contracts shall be awarded on the basis of the terms laid down in the FWC, refined or, in duly justified circumstances, supplemented to reflect the particular circumstances of the specific contract. The details are set out in the draft contract.

Tenderers need to take full account of the full set of procurement documents, including the provisions of the draft contract as the latter will define and govern the contractual relationship[s] to be established between the contracting authority and the successful tenderer[s]. Special attention is to be paid to the provisions specifying the rights and obligations of the contractor, in particular those on payments, performance of the contract, confidentiality, and checks and audits.

 Please be aware that if a tenderer to whom the contract is awarded (any of the group members in case of a joint tender) has established debt(s) owed to the Union, the European Atomic Energy Community or an executive agency when the latter implements the Union budget, such debt(s) may be offset, in line with Articles 101(1) and 102 of [Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union](https://eur-lex.europa.eu/legal-content/EN/AUTO/?uri=uriserv:OJ.L_.2018.193.01.0001.01.ENG&toc=OJ:L:2018:193:TOC) (Financial Regulation)[[7]](#footnote-8) and the conditions set out in the draft contract, against any payment due under the contract. The contracting authority will verify the existence of overdue debts of the successful tenderer[s] (any of the group members in case of a joint tender), and, if any such debt is found, will inform the tenderer (the group leader in case of a joint tender who will then have the obligation to inform all other group members before signing the contract) that the debt(s) may be offset against any payment under due the contract.

## Volume and value of the contract: how much do we plan to buy?

An indicative (non-binding) estimate of the volumes for both work areas to be ordered over the whole duration of the FWC is given in the financial model in *Annex 6* and Sections I.4.3 and 1.4.4 above.These volumes are estimates only and there is no commitment as to the exact quantities to be ordered. The actual volumes will depend on the quantities, which the contracting authority will order through specific contracts. In any case, the *FWC ceiling*, i.e. the maximum amount to be spent under the FWC, shall not be exceeded.

The *FWC ceiling* is indicated in Section II.2.6 of the contract notice.

Within three years following the signature of the FWC resulting from the current call for tenders, the contracting authority may use the negotiated procedure under point 11.1.e of Annex 1 to the Financial Regulation to procure new services from the contractor up to a maximum of 50 % of the initial FWC ceiling. These services would consist in the repetition of similar services entrusted to the contractor and would be awarded under the following conditions:

* The contracting authority shall send an invitation letter informing the contractor(s) of the need for increasing the value of the contract up to a maximum of 50% of the initial contract value.
* The initial tender specifications shall remain the same
* The contractor(s) shall confirm its agreement on the repetition of the services under the same conditions.

## Duration of the contract: how long do we plan to use the framework contract?

The FWC resulting from the award of this call for tenders will be concluded for at most 48 months. The details of the initial contract duration and possible renewals are set out in the draft FWC.

## Electronic exchange system: can exchanges under the contract be automated?

For all exchanges with the contractor during the implementation of the FWCs resulting from this call for tenders as well as for future possible subsequent proceedings, including, but not limited to, for the purposes of EDES ([European Union's Early Detection and Exclusion System](https://ec.europa.eu/info/strategy/eu-budget/how-it-works/annual-lifecycle/implementation/anti-fraud-measures/edes_en)), the contracting authority may use an electronic exchange system meeting the requirements of Article 148 of the Financial Regulation. At the request of the contracting authority, the use of such a system shall become mandatory for the contractor at no additional cost for the contracting authority. Details on specifications, access, terms and conditions of use will be provided in advance.

# General information on tendering

## Legal basis: what are the rules?

This call for tenders is governed by the provisions of the Financial Regulation.

The contracting authority has chosen to award the contract resulting from this call for tenders through an open procedure pursuant to Article 164(1) (a) of the Financial Regulation. In an open procedure any interested economic operator (any natural or legal person who offers to supply products, provide services or execute works) may submit a tender.

## Entities subject to restrictive measures and rules on access to procurement: who may submit a tender?

Tenderers must ensure that no involved entities (see Section 2.4) nor any subcontractors, including those which do not need to be identified in the tender (see Section 2.4.2), are subject to [EU restrictive measures](http://www.sanctionsmap.eu/) adopted under Article 29 of the Treaty on the European Union (TEU) or Article 215 of the Treaty on the Functioning of the EU (TFEU)[[8]](#footnote-9), consisting of a prohibition to make available or transfer funds or economic resources or to provide financing or financial assistance to them directly or indirectly, or of an asset freeze. The prohibition applies throughout the whole performance of the contract.

Participation in this call for tenders is open on equal terms to all natural and legal persons coming within the scope of the [Treaties](https://europa.eu/european-union/law/treaties_en), as well as to international organisations.

It is also open to all natural and legal persons established in a third country provided that it has a special agreement with the European Union in the field of public procurement on the conditions laid down in that agreement.

The rules on access to procurement do not apply to entities on whose capacity tenderers rely to fulfil the selection criteria nor to subcontractors. Subcontracting may not be used with the intent or effect to circumvent the rules on access to procurement.]

To enable thecontracting authority to verify the access, each tenderer must indicate its country of establishment (in case of a joint tender – the country of establishment of each group member) and must present the supporting evidence normally acceptable under the law of that country. The same document(s) could be used to prove the country/-ies of establishment and the delegation(s) of the authorisation to sign, as described in Section 4.3.

## Registration in the Participant Register: why register?

Any economic operator willing to participate in this call for tenders must be registered in the [Participant Register](https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/how-to-participate/participant-register) - an online register of organisations and natural persons (participants) participating in calls for tenders or proposals of the European Commission and other EU institutions/bodies.

On registering, each participant obtains a Participant Identification Code (PIC, 9-digit number), which acts as its unique identifier in the Participant Register. A participant needs to register only once. The information provided can be further updated or re-used by the participant in other calls for tenders or calls for proposals of the European Commission and other EU institutions/bodies.

** Each participant needs to ensure that its SME status in the Participant Register is registered and kept up to date.**

At any moment during the procurement procedure, the Research Executive Agency Validation Services (hereafter *the* *EU Validation Services)* may contact the participant and ask for supporting documents on legal existence and status [and financial capacity]. The requests will be made through the register's messaging system to the e-mail address of the participant's contact person indicated in the register. It is the responsibility of the participant to provide a valid e-mail address and to check it regularly. The documents that may be requested by *the EU Validation Services* are listed in the [EU Grants and Tenders Rules on Legal Entity Validation, LEAR appointment and Financial Capacity assessment](https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/common/guidance/rules-lev-lear-fca_en.pdf).

** Please note that a request for supporting documents by the *EU Validation Services* in no way implies that the tenderer has been successful.**

## Ways to submit a tender: how can economic operators organise themselves to submit a tender?

Economic operators can submit a tender either as a sole economic operator (sole tenderer) or as a group of economic operators (joint tender)[[9]](#footnote-10). In either case subcontracting is permitted.

Tenders must be drawn and submitted in complete independence and autonomously from the other tenders. A declaration in this regard by each tenderer (in case of a joint tender, by each of its members) shall be requested.

A natural or legal person cannot participate at the same time and within the same procedure either as member of two or more groups of economic operators or as a sole tenderer and member of another group of economic operators. In such case, all tenders in which that person has participated, either as sole tenderer or as member of a group of economic operators, will be rejected.

Economic operators linked by a relationship of control or of association (e.g. belonging to the same economic/corporate group) are allowed to submit different and separate tenders provided that each tenderer is able to demonstrate that its tender was drawn independently and autonomously.

A natural or legal person may act as subcontractor for several tenderers as long as the tenders are drawn and submitted in complete independence and autonomously from each other. However, cross subcontracting among tenderers is forbidden, more precisely an entity “A” may participate as tenderer (either as sole tenderer or as member of a group of economic operators) and as subcontractor to another tenderer “B” within the same procurement procedure. However, in this case it is forbidden that tenderer “B” (or any of its participating members in case of a group of economic operators) is at the same time subcontractor for tenderer “A” (or for the group of economic operators in which “A” participates) within the same procurement procedure. In this case, both tenders A and B shall be rejected.

In order to fulfil the selection criteria set out in Section 3.2, the tenderer can rely on the capacities of subcontractors (see Section 2.4.2) or other entities that are not subcontractors (see Section 2.4.3).

An **“involved entity**” is any economic operator involved in the tender. This includes the following four categories of economic operators:

* sole tenderer,
* group members (including group leader),
* identified subcontractors (see Section 2.4.2), and
* other entities (that are not subcontractors) on whose capacity the tenderer relies to fulfil the selection criteria.

The role of each entity involved in a tender must be clearly specified in the eSubmission application: i) sole tenderer, ii) group leader (in case of a joint tender), iii) group member (in case of a joint tender), or iv) subcontractor[[10]](#footnote-11).

For an entity on whose capacities the tenderer relies to fulfil the selection criteria (that is not a subcontractor), this role is defined in the commitment letter (***Annex 5.2*)**

### Joint tenders

A joint tender is a situation where a tender is submitted by a group (with or without legal form) of economic operators regardless of the link they have between them in the group. The group as a whole is considered a tenderer[[11]](#footnote-12).

All group members assume joint and several liability towards the contracting authority for the performance of the contract as a whole.

Group members must appoint from among themselves a group leader (the group leader) as a single point of contact authorised to act on their behalf in connection with the submission of the tender and all relevant questions, clarification requests, notifications, etc., that may be received during the evaluation, award and until the contract signature. All group members (including the group leader)must sign an Agreement/Power of attorney drawn up in the model attached in ***Annex 3.***

The joint tender must clearly indicate the role and tasks of each group member, including those of the group leaderwho will act as the contracting authority's contact point for the contract's administrative or financial aspects and operational management. The group leader will have full authority to bind the group and each of its members during contract execution.

If the joint tender is successful, the contracting authority shall sign the contract with the group leader, authorised by the other members to sign the contract also on their behalf via the Agreement/Power of attorney drawn up in the model attached in ***Annex 3***.

Changes in the composition of the group during the procurement procedure (after the deadline for submission of tenders and before contract signature) shall lead to rejection of the tender, with the exception of the following case[s]:

* case of a merger or takeover of a group member (universal succession), provided that the following cumulative conditions are fulfilled:
* the new entity is not subject to restrictive measures, has access to procurement (see Section 2.2) and is not in an exclusion situation (see Section 3.1),
* all the tasks assigned to the former entity are taken over by the new entity member of the group,
* the group meets the selection criteria (see Section 3.2),
* the change must not make the tender non-compliant with the procurement documents,
* the terms of the originally submitted tender are not altered substantially and the evaluation of award criteria of the originally submitted tender are not modified,
* the new entity undertakes to replace the former entity for the implementation of the contract, in case of an award.
* case where a group member is subject to restrictive measures or does not have access to procurement (see Section 2.2) or is in an exclusion situation (see Section 3.1), provided the following cumulative conditions are fulfilled:
  + none of the remaining group members is subject to restrictive measures (see Section 2.2),
  + all the remaining group members have access to procurement (see Section 2.2),
  + the remaining group members meet the selection criteria (see Section 3.2),
  + the change must not make the tender non-compliant with the procurement documents,
  + the terms of the originally submitted tender are not altered substantially and the evaluation of award criteria of the originally submitted tender are not modified,
  + the continuation of the participation of the remaining group members in the procurement procedure does not put the other tenderers in a competitive disadvantage,
  + the remaining group members undertake to implement the contract, in case of an award, without the excluded group member.

The replacement of the group member not having access to procurement or in a situation of exclusion is not allowed.

### Subcontracting

Subcontracting is the situation where the contractor enters into legal commitments with other economic operators, which will perform part of the contract on its behalf. The contractor retains full liability towards the contracting authority for performance of the contract as a whole.

The following shall not be considered subcontracting:

1. Use of workers posted to the contractor by another company owned by the same group and established in a Member State (“intra-group posting” as defined by Article 1, 3, (b) of [Directive 96/71/EC concerning the posting of workers in the framework of the provision of services](https://eur-lex.europa.eu/legal-content/en/ALL/?uri=CELEX%3A31996L0071)).
2. Use of workers hired out to the contractor by a temporary employment undertaking or placement agency established in a Member State (“hiring out of workers” as defined by Article 1, 3, (c) of [Directive 96/71/EC concerning the posting of workers in the framework of the provision of services](https://eur-lex.europa.eu/legal-content/en/ALL/?uri=CELEX%3A31996L0071)).
3. Use of workers temporarily transferred to the contractor from an undertaking established outside the territory of a Member State and that belongs to the same group (“intra-corporate transfer” as defined by Article 3, (b) of [Directive 2014/66/EU on the conditions of entry and residence of third-country nationals in the framework of an intra-corporate transfer](https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex:32014L0066)) .
4. Use of staff without employment contract (“self-employed persons working for the contractor”), without the tasks of the self-employed persons being particular well-defined parts of the contract.
5. Use of suppliers and/or transporters by the contractor, in order to perform the contract at the place of performance, unless the economic activities of the suppliers and/or the transporting services are within the subject of this call for tenders (see Section 1.4).
6. Performance of part of the contract by members of an EEIG (European Economic Interest Grouping), when the EEIG is itself a contractor or a group member.

The persons mentioned in points a), b), c) and d) above will be considered as “personnel” of the contractor as defined in the contract.

All contractual tasks may be subcontracted unless the procurement documents expressly reserve the execution of certain critical tasks to the sole tenderer itself, or in case of a joint tender, to a group member.

By filling in the form available in *Annex 4* (List of identified subcontractors), tenderers are required to give an indication of the proportion of the contract that they intend to subcontract, as well as to identify and describe briefly the envisaged contractual roles/tasks of subcontractors meeting any of these conditions (hereafter referred to as *identified subcontractors*):

* subcontractors on whose capacities the tenderer relies upon to fulfil the selection criteria as described under Section 3.2;
* subcontractors whose intended individual share of the contract, known at the time of submission, is above 10% .

Any such subcontractor must provide the tenderer with a commitment letter drawn up in the model attached in ***Annex 5.1*** and signed by its authorised representative.

Each tenderer shall identify *such* subcontractors and provide the commitment letters with its tender. The information must be true and correct at the time of submitting the tender. Any changes or additions regarding the envisaged subcontractors after the deadline for submission of tenders must be justified to the contracting authority.

The above rules apply also where the economic operators, which will perform part of the contract on behalf of a successful tenderer, belong to the same economic/corporate group as the sole tenderer or a member of the group submitting the joint tender.

Changes concerning subcontractors identified in the tender (withdrawal/replacement of a subcontractor, additional subcontracting) during the procurement procedure (after the submission deadline and before contract signature) require the prior written approval of the contracting authority subject to the following verifications:

* any new subcontractor is not subject to restrictive measures, has access to procurement if the rules on access to procurement apply also to subcontractors (see Section 2.2) and is not in an exclusion situation (see Section 3.1),
* the tenderer still fulfils the selection criteria and the new subcontractor fulfils the selection criteria applicable to it individually, if any;
* the terms of the originally submitted tender are not altered substantially, i.e. all the tasks assigned to the former subcontractor are taken over by another involved entity, the change does not make the tender non-compliant with the tender specifications, and the evaluation of award criteria of the originally submitted tender is not modified.

Subcontracting to subcontractors identified in a tender that was accepted by the contracting authority and resulted in a signed contract, is considered authorised.

### Entities (not subcontractors) on whose capacities the tenderer relies to fulfil the selection criteria

In order to fulfil the selection criteria a tenderer may also rely on the capacities of other entities (that are not subcontractors), regardless of the legal nature of the links it has with them. It must in that case prove that it will have at its disposal the resources necessary for the performance of the contract by producing a commitment letter in the model attached in ***Annex 5.2,*** signed by the authorised representative of such an entity, and the supporting evidence that those other entities have the respective resources[[12]](#footnote-13).

 The above rules apply also where the economic operators on whose capacities the tenderer relies to fulfil the selection criteria (that are not subcontractors) belong to the same economic/corporate group as the sole tenderer or a member of the group submitting the joint tender.

### Rules common to subcontractors and entities (not subcontractors) on whose capacities the tenderer relies to fulfil the selection criteria

If a successful tenderer intends to rely on another entity to meet the minimum levels of economic and financial capacity, the contracting authority may require the entity to sign the contract or, alternatively, to provide a joint and several first-call financial guarantee for the performance of the contract.

With regard to technical and professional selection criteria, a tenderer may only rely on the capacities of other entities where the latter will perform the works or services for which these capacities are required, i.e. the latter will either assume the role of subcontractors or will fall within the exceptions listed in Section 2.4.2 and will then assume the role of entities (not subcontractors) on whose capacities the tenderer relies to fulfil the selection criteria.

 Relying on the capacities of other entities is only necessary when the capacity of the tenderer is not sufficient to fulfil the required minimum levels of capacity. Abstract commitments that other entities will put resources at the disposal of the tenderer will be disregarded.

# Evaluation and award

The evaluation of the tenders that comply with the submission conditions will consist of the following elements:

* Check if the tenderer has access to procurement (see Section 2.2);
* Verification of administrative compliance (if the tender is drawn up in one of the official EU languages and the required documents signed by duly authorised representative(-s) of the tenderer) (see Section 4.3 and 4.4);
* Verification of non-exclusion of tenderers on the basis of the exclusion criteria;
* Selection of tenderers on the basis of selection criteria (see Section 3.1);
* Verification of compliance with the minimum requirements specified in the procurement documents (see Section 3.3);
* Evaluation of tenders on the basis of the award criteria (see Section 3.4).

The Contracting authority will evaluate the abovementioned elements in the order that it considers to be the most appropriate. If the evaluation of one or more elements demonstrates that there are grounds for rejection, the tender will be rejected and will not be subjected to further full evaluation. The unsuccessful tenderers will be informed of the ground for rejection without being given feedback on the non-assessed content of their tenders. Only tenderer(s) for whom the verification of all elements did not reveal grounds for rejection can be awarded the contract.

The evaluation will be based on the information and evidence contained in the tenders and, if applicable, on additional information and evidence provided at the request of the Contracting authority during the procedure. If any of the declarations or information provided proves to be false, the Contracting authority may impose administrative sanctions (exclusion or financial penalties) on the entity providing the false declarations/information.

For the purposes of the evaluation related to exclusion and selection criteria the Contracting authority may also refer to publicly available information, in particular evidence that it can access on a national database free of charge.

## Exclusion criteria

The objective of the exclusion criteria is to assess whether the tenderer is in any of the exclusion situations listed in Article 136(1) of the Financial Regulation.

Tenderers found to be in an exclusion situation will be rejected.

As evidence of non-exclusion each tenderer needs to submit with its tender a Declaration on Honour in the model available in Annex 2. The declaration must be signed by an authorised representative of the entity providing the declaration.

The initial verification of non-exclusion of tenderers will be done on the basis of the submitted declarations and consultation of the European Union's Early Detection and Exclusion System.

The documents mentioned in the Declaration on Honour as supporting evidence on non-exclusion must be provided with the tender[[13]](#footnote-14).

At any time during the procurement procedure, the contracting authority may request information on natural or legal persons that are members of the administrative, management or supervisory body or that have powers of representation, decision or control, including legal and natural persons within the ownership and control structure and beneficial owners, and appropriate evidence that none of those persons are in one of the exclusion situations referred to in Section A point (1) (c) to (f) of the Declaration on Honour.

 If the tenderer does not provide valid documentary evidence within the deadlines set by the contracting authority, the latter reserves the right to reject the tender. In any event, in case a tenderer proposed for the award of the contract fails to comply with the above evidence requirement, its tender will be rejected, unless the tenderer can justify the failure on the grounds of material impossibility to provide such evidence.

*Annex 1* specifies which of the involved entities participating in a tender need to provide the Declaration on Honour and, when requested by thecontracting authority*,* the supporting evidence.

Please note that a request for evidence in no way implies that the tenderer has been successful.

## Selection criteria

The objective of the selection criteria is to assess whether the tenderer has the legal, regulatory, economic, financial, technical and professional capacity to perform the contract.

The selection criteria for this call for tenders, including the minimum levels of capacity, the basis for assessment and the evidence required, are specified in the following subsections.

Tenders submitted by tenderers not meeting the minimum levels of capacity will be rejected.

When submitting its tender each tenderer shall declare on honour that it fulfils the selection criteria for the call for tenders. The model Declaration on Honour available in **Annex 2** shall be used.

The initial assessment of whether a tenderer fulfils the selection criteria will be done on the basis of the submitted declaration(s).

The subsections below specify which selection criteria evidence must be provided with the tender or may be requested later, at any time during the procurement procedure, within a deadline given by the contracting authority **[[14]](#footnote-15)**.

The evidence must be provided in accordance with the applicable basis for assessment of each criterion: in case of a consolidated assessment – only by the involved entities who contribute to the fulfilment of the criterion, and in case of individual assessment – by each entity to whom the criterion applies individually.

In case not all selection criteria evidence is requested with the tender, all tenderers are invited to prepare in advance the documentary evidence, since they may be requested to provide such evidence within a short deadline. In any event, the tenderer(s) proposed by the evaluation committee for the award of the contract will be requested to provide such evidence.

 If the tenderer does not provide valid documentary evidence within the deadlines set by the contracting authority, the contracting authority reserves the right to reject the tender. In any event, in case a tenderer proposed for the award of the contract fails to comply with the above evidence requirement, its tender will be rejected, unless there is a ground for a waiver.

Please note that a request for evidence in no way implies that the tenderer has been successful.

### Legal and regulatory capacity

Tenderers can be natural or legal persons. Tenderers are not obliged to take a specific legal form in order to submit their tenders.

Where tenderers submit a tender through an entity, which lacks legal personality (e.g., a branch), the compliance with the exclusion criteria, selection criteria, the rules on access to procurement as well as the absence of restrictive measures shall be assessed at the level of the tenderers.

Tenderers must prove that they have legal capacity to perform the contract and the regulatory capacity to pursue the professional activity necessary to carry out the work subject to this call for tenders.

The legal and regulatory capacity shall be proven by the evidence listed below (**as a part of the tender**):

* Duly filled and signed Declaration on Honour on Exclusion Criteria and Selection criteria (Annex 2)
* Proof of enrolment in a relevant trade or professional register
* Proof of authorisation that the tenderer is authorised to perform the contract in its country of establishment
* Legal entities’ form (for the Coordinator and for each Consortium Member, not needed for subcontractors), dully filled-in and accompanied by all the supporting documents requested therein, (please, use the form available on the following web page: http://ec.europa.eu/budget/contracts\_grants/info\_contracts/legal\_entities/legal\_entities\_en.cfm);
* Financial identification form (only for the Coordinator or the one responsible for payment matters) dully filled-in (please, use the form available on the following web page: http://ec.europa.eu/budget/contracts\_grants/info\_contracts/financial\_id/financial\_id\_en.cfm);

In addition, involved entities (see Section 2.4) and all subcontractors, including those which do not need to be identified in the tender (see Section 2.4.2), must not be subject to [EU restrictive measures](http://www.sanctionsmap.eu/) adopted under Article 29 of the Treaty on the European Union (TEU) or Article 215 of the Treaty on the Functioning of the EU (TFEU)[[15]](#footnote-16) that constitute a legal impediment to perform the contract. This requirement will be assessed by reference to the EU restrictive measures in force. Therefore, the tenderer is not required to submit any evidence of not being subject to EU restrictive measures.

### Economic and financial capacity

Tenderers must comply with the following selection criteria in order to prove that they have the necessary economic and financial capacity to perform the contract.

|  |  |
| --- | --- |
| Criterion F1 | |
| Minimum level of capacity | Average yearly turnover of the last three financial years above EUR 650.000€. |
| Basis for assessment | This criterion applies to the tenderer as a whole, i.e. a consolidated assessment of the combined capacities of all *involved entities* will be carried out. |
| Evidence | Copy of the profit and loss accounts and balance sheets for the last 3 years for which accounts have been closed from each concerned *involved entity*, or, failing that, appropriate statements from banks. The most recent year must have been closed within the last 18 months. |

|  |  |
| --- | --- |
| Criterion F2 | |
| Minimum level of capacity | The following financial ratios must show a positive trend over three years in order to demonstrate the economic and financial capacity of the tenderers:   1. Liquidity:  * Current ratio which measures a company's ability to pay off its current liabilities (payable within one year) with its total current assets such as cash, accounts receivable, and inventories. The higher the ratio, the better the company's liquidity position * Acid-test ratio measures a company's ability to meet its short-term obligations with its most liquid assets and therefore excludes inventories from its current assets  1. Profitability:  * Gross margin refers to a profitability measure that looks at a company's gross profit compared to its revenue or sales. The higher the gross margin, the more capital a company retains, which it can then use to pay other costs or satisfy debt obligations. * Net margin measures how much net income or profit is generated as a percentage of revenue. The net profit margin illustrates how much of each euro in revenue collected by a company translates into profit.  1. Rate on Return:  * Return on Total Assets is a type of return on investment (ROI) metric that measures the profitability of a business in relation to its total assets. This ratio indicates how well a company is performing by comparing the profit (net income) it’s generating to the capital it’s invested in assets.  The higher the return, the more productive and efficient management is in utilizing economic resources. * Return on Capital Employed (ROCE) is a financial ratio used to assess a company's profitability and capital efficiency. In other words, this ratio help to understand how well a company is generating profits from its capital as it is put to use.  1. Asset Usage:  * Total Asset Turnover measures the value of a company's sales or revenues relative to the value of its assets. The asset turnover ratio can be used as an indicator of the efficiency with which a company is using its assets to generate revenue. The higher the asset turnover ratio, the more efficient a company is at generating revenue from its assets. Conversely, if a company has a low asset turnover ratio, it indicates it is not efficiently using its assets to generate sales. * Current Asset Turnover measures the value of a company's sales or revenues relative to the value of its current assets (cash, inventory, accounts receivable, etc.). |
| Basis for assessment | The financial capacity will be assessed against each member of the group in case of joint tender. |
| Evidence | 1. Profit and loss accounts 2. Balance sheets 3. Explanatory notes and/or annexes that form part of the above financial statements (if available)   for the last three years for which accounts have been closed from each concerned *involved entity*, or, failing that, appropriate statements from banks. The most recent year must have been closed within the last 18 months. |

☝ All of the above specified evidence of economic and financial capacity must be provided with the tender.

### Technical and professional capacity

 With regard to technical and professional selection criteria, a tenderer may only rely on the capacities of other entities where the latter will perform the works or services for which these capacities are required. The entity on whose capacity the tenderer relies will either assume the role of a subcontractor or fall within the exceptions listed in Section 2.4.2.

Tenderers must comply with the following selection criteria in order to prove that they have the necessary technical and professional capacity to perform the contract:

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| Criterion T1 | |
| The tenderer must prove experience in providing independent strategic consultancy and advice to large private entities or international national/international public organisations; | |
| Minimum level of capacity | At least 2 similar (in scope and complexity) projects completed in the last 3 years preceding the tender submission deadline, with a minimum value for each of them € 100.000 |
| Basis for assessment | This criterion applies to the tenderer as a whole, i.e. the combined capacities of all *involved entities*. |
| Evidence | A list of projects meeting the minimum level of capacity. The list shall include details of their start and end date, total project amount and scope and mission, role and amount invoiced. In case of projects still on-going only the portion completed during the reference period will be taken into consideration.  As supporting documents for each project reference, the tenderer shall indicate a contact point the Contracting authority may contact to request statements issued by the clients. |

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| Criterion T2 | |
| The tenderer must prove experience in the specialised domains as outlined under work area 1 (see par. 1.4.3) and covering technological innovation in the domain of Air Transport or Aerospace & Defence relevant for SESAR | |
| Minimum level of capacity | At least 4 similar (in scope and complexity) projects or studies completed in the last 3 years preceding the tender submission deadline, with a minimum value for each of them € 30.000. |
| Basis for assessment | This criterion applies to the tenderer as a whole, i.e. the combined capacities of all *involved entities*. |
| Evidence | A list of projects or studies meeting the minimum level of capacity. The list shall include details of their start and end date, total project amount and scope and mission, role and amount invoiced.  In case of projects still on-going only the portion completed during the reference period will be taken into consideration.  As supporting documents for each project reference, the tenderer shall indicate a contact point of its contractor the Contracting authority may request statements issued by the clients and take contact with them. |

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| Criterion T3 | |
| The tenderer must prove experience in work area 2 (see par. 1.4.4) i.e. consultancy and support related to market uptake in terms of activities linked to industrialisation and implementation domain of Air Transport or Aerospace & Defence relevant for SESAR | |
| Minimum level of capacity | At least 2 similar (in scope and complexity) projects completed in the last 3 years preceding the tender submission deadline, with a minimum value for each of them € 30.000. |
| Basis for assessment | This criterion applies to the tenderer as a whole, i.e. the combined capacities of all *involved entities*. |
| Evidence | A list of projects meeting the minimum level of capacity. The list shall include details of their start and end date, total project amount and scope and mission, role and amount invoiced. In case of projects still on-going only the portion completed during the reference period will be taken into consideration.  As supporting documents for each project reference, the tenderer shall indicate a contact point of its contractor the Contracting authority may request statements issued by the clients and take contact with them. |

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| Criterion T4 | |
| The tenderer must demonstrate he has competent and experienced staff to implement the Contract; for this purpose, the full proposed team shall be composed of:   * 1 project and quality co-ordinator * Senior consultants that possess skills so to take up roles like strategic advisor, ATM expert, technical writer * Junior consultants that possess skills, have potential and are motivated to take up roles like data analyst, editor, copywriter * Project support officers | |
| Minimum level of capacity | A) project and quality co-ordinator who will be the contact point of the SESAR 3 JU shall have at least 20 years of global work experience, of which at least:   * 10 years working in complex stakeholder management related environments; * 10 years working in international context; * 10 years product life cycle development including quality as well as communication management related aspects; * he/she shall have good global understanding of the SESAR 3 JU, the DES programme, the EU Research and Development activities and the overall institutional landscape related to European ATM;   B) Senior consultants presented by the tenderer shall:   * have at least 15 years’ experience in one or more domains as listed for both work areas (section 1.4.3 and 1.4.4); * have proven soft, facilitating and communication skills and optionally possessing formal qualifications;   C) Junior consultants presented by the tenderer shall:   * have a university degree in a relevant field (e.g. aeronautics, system engineering) or in any other field relevant to the subject of the contract as listed under sections 1.4.3 and 1.4.4); * have minimum 5 years of relevant work experience, as far as possible possessing formal qualifications and have excellent soft and communication skills;   D) Project support officers shall:   * have a university degree * have good soft and communication skills * have minimal 3 years of relevant experience in project support management and possess a good understanding what project management and project support practices are about   In addition all team members shall have excellent written and spoken English with at least (written and spoken) corresponding to C1 level in line with the Common European Framework of Reference for EN Language. |
| Basis for assessment | This criterion applies to the tenderer as a whole, i.e. the combined capacities of all involved entities. |
| Evidence | CVs of the staff proposed shall be provided. |

 All of the above-specified evidence of technical and professional capacity must be provided with the tender.

 Involved entities (see Section 2.4) and all subcontractors, including those which do not need to be identified in the tender (see Section 2.4.2), must not be subject to professional conflicting interests which may negatively affect the contract performance. Where the contracting authority has established such conflicting interests, it may conclude that the tenderer or an involved entity does not possess the required professional capacity to perform the contract to an appropriate quality standard.

The presence of conflicting interests shall be examined during the evaluation phase based on the statements made through the Declarations on Honour and, where applicable, the commitment letters (***Annex 5.1 and Annex 5.2)***.

When evaluating the tenders submitted in the present procedure for the award of framework contract, the contracting authority may consider the risk of professional conflicting interests with reference to the nature and subject of the specific contracts under the FWC.

Further details and obligations concerning professional conflicting interests are set out in the draft contract (Article II.7) and in Point 1.4 of these tender specifications.

## Compliance with the conditions for participation and minimum requirements specified in the procurement documents

By submitting a tender a tenderer commits to perform the contract in full compliance with the terms and conditions of the procurement documents for this call for tenders. Particular attention is drawn to the minimum requirements specified in Section 1.4 of these specifications and to the fact that tenders must comply with applicable data protection, environmental, social and labour law obligations established by Union law, national legislation, collective agreements or the international environmental, social and labour conventions listed in Annex X to Directive 2014/24/EU.

The minimum requirements shall be observed throughout the entire duration of the contract. Compliance with these requirements is mandatory and cannot be subject to any assumptions, limitations, conditions, or reservations on the part of a tenderer.

Tenderers must declare when submitting their tenders in eSubmission whether their tenders comply with the minimum requirements specified in the procurement documents.

 Tenders that are not compliant with the applicable minimum requirements shall be rejected.

## Award criteria

The objective of the award criteria is to evaluate the tenders with a view to choosing the most economically advantageous tender.

Tenders will be evaluated on the basis of the following award criteria and their weighting:

1. Price - ***40%***

The price considered for evaluation will be the total price of the tender, covering all the requirements set out in the tender specifications.

2. Quality - *60%*

### Award criteria for the technical offer

The quality of the tender will be evaluated based on the following criteria:

|  |  |  |
| --- | --- | --- |
| **Award Criteria** | **Maximum available** | **Minimum score** |
| **Suitability of the proposed organisation of services and resources:**   * Adequacy of the proposed tenderer’s structure and alignment to above described requirements * Suitability of the composition and balance of the proposed team * Suitability of the proposed resources assigned to each task, in terms of roles, interfaces, responsibilities, organisation and coordination within the team | 20 | 10 |
| **Quality of the proposed methodology:**   * Sound and pragmatic approach to execute the service requests and deliver fit-for-purpose output according to time frame, quality and with respect for the estimated effort allocation * Proposed method to limit to the minimum overheads, in full transparency for the whole duration of specific contracts | 10 | 5 |
| **Identification of, prevention of and solutions to mitigate conflict of interests over the duration of the FWC and related specific contracts** | 10 | 5 |
| **Score Award Criteria** | **40** | **20** |

### Award criteria for the case studies

The Technical Offer (see section 4.2) must provide all the information needed to assess the case studies described below (see Annex 7).

Tenders not covering all the case studies requirements may be rejected on the basis of non-compliance and not evaluated further.

The technical offer shall include the solved case studies, as described in section 4.2 below for which tenderers should outline the approach they propose to adopt with a view to achieving the objective described and specify the budget which they propose to allocate to this operation.

The financial offer to the case studies shall clearly show the total price established on the basis of man/day prices per profile and unit prices per item included in the financial offer (Annex 6).

The response given to the proposed case studies will be evaluated on the basis of the criteria set out below.

|  |
| --- |
| **CASE STUDY per Work Area 1**  **Maximum 30 points/**  **Minimum 15 points** |
| 1) Level of understanding of the context, requirements, and constraints (max 10 points- minimum threshold 50%) |
| 2) Appropriateness of the approach proposed (max 10 points- minimum  threshold 50%) |

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| **CASE STUDY per Work Area 2**  **Maximum 30 points/**  **Minimum 15 points** |
| 1) Level of understanding of the context, requirements, and constraints (max 10 points- minimum threshold 50%) |
| 2) Appropriateness of the solutions and approach proposed (max 10 points- minimum  threshold 50%) |

### Admission to the next stage of the evaluation procedure

In order to be admitted to the next stage of the evaluation procedure, tenders shall obtain a minimum score of:

* 70% of the 60 points for the technical offer and at least 50% for each award criteria under Section 3.4.1
* 70% of 20 points for each case study and at least 50% for each award criteria under the relevant section of Section 3.4.2

The total quality score of each tender will equal to the sum of the scores for the technical offer and for the case study.

To present its financial offer, for each lot the tenderer must complete the Model Financial offer form (Price Schedule) in Annex 6 with the utmost care.

Price Schedule (Annex 6) consist of one Excel worksheet that besides some instructions provides a template of a Price Schedule to be completed by the tenderers. To do this **the tenderer must fill in the column “man/day” price per profile for a pre-defined fictional case**. In doing so, the “Total price” per all items will be filled in automatically.

The Price Schedule will serve as an evaluation scenario for the calculation of the total price of the tender. The objective of this Price schedule is to provide a fair basis for comparing the financial offers. The Price Schedule cannot under any circumstances be considered to constitute a commitment on the part of the Contracting Authority to conclude specific contracts or order forms for the related services and quantities, and cannot give rise to any right or legitimate expectation on the part of the Contractor.

After the signature of the FWC, only the prices indicated in the Price Schedule will be used for the calculation of the price of each specific contract/order form implementing the FWC. The Contractors must respect those prices” during the whole implementation of the FWC.

Important notice: The contracting authority may reject abnormally low financial

tenders, in particular if it established that the tenderer or a member of the group (in case of consortia or joint tenders) does not comply with applicable obligations in the fields of social and labour national law.

## Award (ranking of tenders)

Tenders shall be ranked according to the best price-quality ratio in accordance with the formula below:

Score tender Y = (Technical score of Offer Y / Highest technical score) x 60% + (Lowest

Price / Price of Offer Y) x 40%

Should the outcome of the formula lead to two or more tenders with the same result, the tenderer who has been awarded the highest marks for quality will be deemed to be the most economically advantageous tender. This approach will continue to be applied to each of the award criteria in the descending order listed in below until a most economically advantageous tender can be determined:

* Identification of, prevention of and solutions to mitigate conflict of interests
* Suitability of the proposed organisation of services and resources:
* Quality of the proposed methodology:
* Case Study Work Area 1
* Case Study Work Area 2

 Detection of abnormally low tenders

Tenderers must be aware of Point 23 of Annex I to the Financial Regulation on abnormally low tenders and of the possibility for rejection of the tender based on it.

# Form and content of the tender

## Form of the tender: how to submit the tender?

Tenders are to be submitted via the eSubmission application according to the instructions laid down in the Invitation letter and the eSubmission Quick Guide available at the link below:

<https://wikis.ec.europa.eu/display/FTPortal/Open+procedures_EN>

 Make sure you prepare and submit your tender in eSubmission early enough to ensure it is received within the deadline indicated under Section IV.2.2 of the contract notice and/or on TED eTendering.

## Content of the tender: what documents to submit with the tender?

The documents to be submitted with the tender in eSubmission are listed in ***Annex 1.*** The following requirements apply to the administrative, technical and financial tender to be uploaded in eSubmission. Tenders shall be

* preferably written in English.
* perfectly legible so that there can be no doubt as to words and figures.

### Cover letter:

It shall be signed by a duly authorised representative of the Tenderer and dated and contain the following elements:

* The reference number of the SESAR 3 JU’s call for tender
* Brief description and presentation of the tenderer containing a detailed description of the structure, explaining the suitability of the tenderer’s organisation set up to perform the activities under the contract;
* The names, function and contact details (telephone, e-mail and addresses) of the following contact persons or responsible for:

1. Communications relating to this call for tender
2. Technical matters during contract implementation
3. Contract management (if different from the one in point i).
4. Person empowered to sign the contract (if awarded).

### Administrative offer:

It shall contain:

* A valid power of attorney (or a clear reference to the official document), legally empowering the person/s who have signed any/all documents in response to this call for tenders;
* Legal entities’ form (dully filled-in and accompanied by all the supporting documents requested therein (please, use the form available on the following web page: <http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm>;
* Financial identification form dully filled-in (please, use the form available on the following web page:

<http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm>);

* Declaration on honour with respect to the Exclusion Criteria and selection criteria (please refer to section 3.1 in the Tender specifications and to the template provided in Annexe 2 of the technical specifications)

### Technical tender.

The technical tender must provide all the information needed to assess the compliance with Section 1.4 of these specifications and the award criteria.

The case studies shall enable the Contracting Authority to evaluate the tender with respect to the award criterion described in section 3.4.2. The description of the offer for the case studies shall be realistic with respect to the stated objectives and the allocated budget. The technical offer to each case study shall:

* propose a concept and describe in detail the approach, the stages and the working methods that the tenderer intends to use to carry out all of the work requested in the case study, specifying, which parts will be subcontracted;
* for each stage, specify the composition of the project team and the assigned roles of the personnel which are intended to be put into place, specifying the number of units (person/day) per category of staff;
* propose a schedule setting out the time considered necessary for each stage and taking account of the time needed for interacting with the contracting authority and the various steps of the validation process (retro planning);
* submit an assessment of the risks and difficulties likely to compromise the success of the project and propose solutions;
* the cost breakdown (estimated prices) for the case study shall:
* cover all the tasks and work that the tenderer shall carry out for the case study;
* be presented separately for the case study by using the price schedule in Annex 6;

Identification of, prevention of and solutions to mitigate conflict of interests. The technical offer shall contain an ad hoc document illustrating the preventive measures that will be put in place to avoid the Conflict of interests as defined in Point 1.4.12 of these tender specifications. In particular, the document shall tackle and ensure compliance with the following preventive measures:

* Organisational set up: Ensuring that activities are not dependent on a management structure also supervising activities of a SESAR 3 Member or Third Party. Therefore, the tenderer Managers will have not to be placed in a situation that could compromise performance of the activities to be carried out to implement the FWC to be awarded as a result of this call for tenders.
* Information Management :
  + The members included in the proposed list of profiles from which the team actually carrying out the activities on a case by case basis shall use computers which are not connected or linked to a network of a SESAR Member or Third Party which could trigger a potential conflict of interests.
  + Team members will have to sign non-disclosure agreements including confidentiality clauses ensuring that confidential information are not revealed. The confidentiality clause of the non-disclosure agreement shall bind the team members for a period of 5 years after the end of the FWC to be

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As indicated in Point 3.4.1 of these tender specifications, a specific award criterion is foreseen for a proper evaluation of the conflict of interest, confidentiality and competition policy proposed by the tenderers.

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Tenders deviating from the minimum requirements or not covering all the requirements may be rejected on the basis of non-compliance and not evaluated further.

### Financial tender

A complete financial tender, including the breakdown of the price, needs to be submitted. For this purpose, the Financial Model in *Annex 6* shall be used.

The financial tender shall be:

* expressed in euros. Tenderers from countries outside the euro zone have to quote their prices in euro. The price quoted may not be revised in line with exchange rate movements. It is for the tenderer to bear the risks or the benefits deriving from any variation.
* quoted free of all duties, taxes and other charges, i.e. also free of VAT.

 The European Union Institutions are exempt from such charges in the EU under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union of 8 April 1965 annexed to the Treaty on the Functioning of the European Union. Exemption is granted to the Commission by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption.

In case of doubt about the applicable VAT system, it is the tenderer's responsibility to contact its national authorities to clarify the way in which the European Union is exempt from VAT.

## Signature policy: how can documents be signed?

Where a document needs to be signed, the signature must be either hand-written or, preferably, a qualified electronic signature (QES) as defined in [Regulation (EU) No 910/2014 on electronic identification and trust services for electronic transactions in the internal market (the *eIDAS Regulation*)](https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv%3AOJ.L_.2014.257.01.0073.01.ENG).

Tenderers are strongly encouraged to sign with a QES[[16]](#footnote-17) all documents requiring a signature and only exceptionally to sign such documents by hand as hand-written signatures lead to an additional administrative burden for both the tenderer and the contracting authority. The originals of any hand-signed documents (other than the contract) do not need to be submitted to the contracting authority but the tenderer must keep them for a period of five years starting from the notification of the outcome of the procedure or, where the tenderer has been awarded a contract resulting from this call for tenders and the contract has been signed, the payment of the balance.

All documents must be signed by the signatories (when they are individuals) or by their duly authorised representatives.

For the following documents, when signed by representatives, tenderers must provide evidence for the delegation of the authorisation to sign:

* The Declaration on Honour of the tenderer (in case of a joint tender – the Declarations on Honour of all group members);
* (in the case of a joint tender) the Agreement/Power(s) of attorney drawn up using the model attached in ***Annex 3***.

The delegation of the authorisation to sign on behalf of the signatories (including, in the case of proxy(-ies), the chain of authorisations) must be evidenced by appropriate written evidence (copy of the notice of appointment of the persons authorised to represent the legal entity in signing contracts (together or alone), or a copy of the publication of such appointment if the legislation which applies to signatory requires such publication or a power of attorney). A document that the contracting authority can access on a national database free of charge does not need to be submitted if the contracting authority is provided with the exact internet link and, if applicable, the necessary identification data to retrieve the document.

## Confidentiality of tenders: what information and under what conditions can be disclosed?

Once the contracting authority has opened a tender, it becomes its property and shall be treated confidentially, subject to the following:

* For the purposes of evaluating the tender and, if applicable, implementing the contract, performing audits, benchmarking, etc., the contracting authority is entitled to make available (any part of) the tender to its staff and the staff of other Union institutions, bodies and agencies, as well to other persons and entities working for the contracting authority or cooperating with it, including contractors or subcontractors and their staff, provided that they are bound by an obligation of confidentiality.
* After the signature of the award decision, tenderers whose tenders were received in accordance with the submission modalities, who are not subject to restrictive measures, have access to procurement, who are not found to be in an exclusion situation referred to in Article 136(1) of the FR, who are not rejected under Article 141 of the FR, whose tenders are not found to be incompliant with the procurement documents, and who make a request in writing, will be notified of the name of the tenderer to whom the contract is awarded, the characteristics and relative advantages of the successful tender and its total financial tender amount[[17]](#footnote-18). The contracting authority may decide to withhold certain information that it assesses as being confidential, in particular where its release would prejudice the legitimate commercial interests of economic operators or might distort fair competition between them. Such information may include, without being limited to, confidential aspects of tenders such as unit prices included in the financial tender, technical or trade secrets[[18]](#footnote-19).
* The contracting authority may disclose the submitted tender in the context of a request for public access to documents, or in other cases where the applicable law requires its disclosure. Unless there is an overriding public interest in disclosure[[19]](#footnote-20), the contracting authority may refuse to provide full access to the submitted tender, redacting the parts (if any) that contain confidential information, the disclosure of which would undermine the protection of commercial interests of the tenderer, including intellectual property.

 The contracting authority will disregard general statements that the whole tender or substantial parts of it contain confidential information. Tenderers need to mark clearly the information they consider confidential and explain why it may not be disclosed. The contracting authority reserves the right to make its own assessment of the confidential nature of any information contained in the tender.

# Appendix: List of references

|  |  |
| --- | --- |
| ***Award criteria*** | See Section 3.4 |
| ***Contracting authority*** | See Section 1.1 |
| ***Entities on whose capacities the tenderer relies to fulfil the selection criteria*** | See Section 2.4.3 |
| ***EU Validation services*** | See Section 2.3  [EU Grants and Tenders Rules on Legal Entity Validation, LEAR appointment and Financial Capacity assessment](https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/common/guidance/rules-lev-lear-fca_en.pdf) |
| ***Exclusion criteria*** | See Section 3.1 |
| ***Financial Regulation*** | [Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union](https://eur-lex.europa.eu/legal-content/EN/AUTO/?uri=uriserv:OJ.L_.2018.193.01.0001.01.ENG&toc=OJ:L:2018:193:TOC) |
| ***Framework contract*** | See Section 1.6 |
| ***Framework contract ceiling*** | See Section 1.6 |
| ***Group leader*** | See Section 2.4.1 |
| ***Group member*** | See Section 2.4.1 |
| ***Identified subcontractors*** | See Section 2.4.2 |
| ***Involved entities*** | See Section 2.4 |
| ***Joint tender*** | See Section 2.4.1 |
| ***Participating entities*** | See Section 1.1 |
| ***Participant Register*** | See Section 2.3  <https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/how-to-participate/participant-register> |
| ***Selection criteria*** | See Section 3.2 |
| ***Sole tenderer*** | See Section 2.4 |
| ***Subcontracting/subcontractor*** | See Section 2.4.2 |
| ***Treaties*** | The EU Treaties:  <https://europa.eu/european-union/law/treaties_en> |

# Appendix: Supporting contextual and Technical background information

The SESAR 3 JU website <https://www.sesarju.eu/> provides a wealth of information mission, programme and activities of the SESAR 3 JU. The following are key publications providing context for and a holistic view of both the SESAR project and the SESAR 3 JU:

* [European Council Regulation establishing the SESAR 3 JU](https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32021R2085&from=EN#d1e7261-17-1)
* European ATM Master Plan <https://www.sesarju.eu/masterplan2020>
* [Proposal for a simplified and strengthened Master Planning approach](https://www.sesarju.eu/sites/default/files/documents/GB/2023/Action%20Paper%20%20-%20Master%20Planning%20process.pdf)
* Strategic Research and innovation Agenda (SRIA) for a Digital European Sky <https://www.sesarju.eu/sria>
* Airspace Architecture Study <https://www.sesarju.eu/node/3253>
* The SESAR 3 JU multiannual work programme (MAWP) <https://www.sesarju.eu/node/4106>
* The SESAR 3 JU biannual work programme (BAWP) for 2022 and 2023 <https://www.sesarju.eu/node/4115>
* 2021 consolidated annual activity report of the SESAR 3 JU <https://www.sesarju.eu/index.php/node/4164>
* [The SESAR 3 JU communications strategy](https://www.sesarju.eu/sites/default/files/documents/GB/2022/SESAR%203%20JU%20Communications%20Strategy%20dp.pdf)

# Annexes

## Annex 1. List of documents to be submitted with the tender or during the procedure

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Description** | **Sole tenderer** | **Joint tender** | | **Identified Subcontractor** | | **Entity on whose capacity is being relied (that is not subcontractor)** | **When and where to submit the document?** | **Instructions for uploading in eSubmission (if applicable)** | |
| Group leader | Group member | How to name the file? | Where to upload? |
| 1. **Identification and information about the tenderer.**   *eSubmission view* | | | | | | | | | |
| **Declaration on Honour on Exclusion and Selection Criteria** (see Section 3.1)  *model in Annex 2* | ☒ | **☒** | **☒** | **☒** | **☒** | | With the tender  in eSubmission | 'Declaration on Honour' | With the concerned entity under 'Parties'  'Identification of the participant' 'Attachments''Declaration on Honour'.  For entities that are not subcontractors and on whose capacity the tenderer relies to fulfil the selection criteria, the document must be uploaded in the section of the sole tenderer or group leader:  'Identification of the participant' 'Attachments''Other documents'. |
| **Evidence** that the person signing the documents is **an authorised representative** of the entity[[20]](#footnote-21) (see Section 4.3) | ☒ | **☒** | **☒** |  |  | | With the tender  in eSubmission | 'Authorisation to sign documents' | With the concerned entity under 'Parties'  'Identification of the participant' 'Attachments''Other documents'. |
| **Agreement/Power of attorney** (see Section 2.4.1)  *model in Annex 3* |  | ☒ | ☒ |  |  | | With the tender  in eSubmission | 'Agreement\_ Power of attorney' | In the group leader's section under 'Parties'  'Identification of the participant' 'Attachments''Other documents'. |
| **List of identified subcontractors** (see Section 2.4.2)  *model in Annex 4* | ☒ | ☒ |  |  |  | | With the tender  in eSubmission | 'List of identified subcontractors' | In the sole tenderer’s or the group leader's section under 'Parties'  'Identification of the participant' 'Attachments''Other documents'. |
| **Commitment letter** (see Section 2.4.2 and 2.4.3) |  |  |  | **☒**  *(model in Annex 5.1)* | **☒**  *(model in Annex 5.2)* | | With the tender  in eSubmission | 'Commitment letter' | With the concerned entity under 'Parties'  'Identification of the participant' 'Attachments''Other documents'. |
| **Evidence of non-exclusion** (see Section 3.1) | ☒ | **☒** | ☒ | **☒** | ☒ | | Tenderers (sole tenderers/all group members in case of a joint tender) must provide the evidence with their tenders in eSubmission. Subcontractors and entities on whose capacity a tenderer relies to fulfil the selection criteria must provide the evidence only upon request by the contracting authority. | No specific requirements how to name the file(s). | With the concerned entity under 'Parties'  'Identification of the participant' 'Attachments''Exclusion criteria'. |
| **Evidence of legal existence and status**  (see Section 2.3) | ☒ | **☒** | ☒ |  |  | | Only upon request by *the EU Validation services*  At any time during the procedure  In the Participant Register | n.a. | n.a. |
| **Evidence of legal capacity** (see Section 3.2.1) | ☒ | ☒ | ☒ | **☒** | **☒** | | With the tender  in eSubmission | No specific requirements how to name the file(s). | With the concerned entity under 'Parties'  'Identification of the participant' 'Attachments''Legal and regulatory capacity'. |
| **Evidence of economic and financial capacity F1** (see Section 3.2.2) | **The documents must be provided**  **only by the involved entities**  **which contribute to reaching the minimum capacity level**  **for criterion F1** | | | | | | With the tender  in eSubmission | 'Balance\_sheet\_ entity\_year'  'Profit\_Loss\_ Account\_entity\_year' | With the group leader or the sole tenderer under 'Parties'  'Identification of the participant' 'Attachments''Economic and financial capacity'. |
| **Evidence of economic and financial capacity F2** (see Section 3.2.2) |  |  |  |  |  | | With the tender  in eSubmission | 'Balance\_sheet\_ entity\_year"  'Profit\_Loss\_ Account\_entity\_year' | With the group leader or the sole tenderer under 'Parties'  'Identification of the participant' 'Attachments''Economic and financial capacity'. |
| **Evidence of technical and professional capacity T1** (see Section 3.2.3) | **The documents must be provided**  **only by the involved entities**  **who contribute to reaching the minimum capacity level**  **for criterion T1** | | | | | | With the tender  in eSubmission | 'Project\_ reference\_No.1"  'Project\_ reference\_No.2" | With the group leader or the sole tenderer under 'Parties'  'Identification of the participant' 'Attachments''Technical and professional capacity'. |
| **Evidence of technical and professional capacity T2 (see Section 3.2.3)** | **The documents must be provided**  **only by the involved entities**  **who contribute to reaching the minimum capacity level**  **for criterion T2** | | | | | | With the tender  in eSubmission | 'Project\_ reference\_No.1"  'Project\_ reference\_No.2"'Project\_ reference\_No.3"  'Project\_ reference\_No.4" | With the group leader or the sole tenderer under 'Parties'  'Identification of the participant' 'Attachments''Technical and professional capacity'. |
| **Evidence of technical and professional capacity T3 (see Section 3.2.3)** | **The documents must be provided**  **only by the involved entities**  **who contribute to reaching the minimum capacity level**  **for criterion T3** | | | | | | With the tender  in eSubmission | 'Project\_ reference\_No.1"  'Project\_ reference\_No.2" | With the group leader or the sole tenderer under 'Parties'  'Identification of the participant' 'Attachments''Technical and professional capacity'. |
| **Evidence of technical and professional capacity T4 (see Section 3.2.3)** | **The documents must be provided**  **only by the involved entities**  **who contribute to reaching the minimum capacity level**  **for criterion T4** | | | | | | With the tender  in eSubmission | CVs | With the group leader or the sole tenderer under 'Parties'  'Identification of the participant' 'Attachments''Technical and professional capacity'. |
| 1. **Tender data.**   *eSubmission view*    ***Failure to upload the following documents in eSubmission will lead to rejection of the tender.*** | | | | | | | | | |
| **Technical tender** (see Section 4.2.3) | ☒ | ☒ |  |  |  | | With the tender  in eSubmission | 'Technical tender' | Under section 'Tender Data' 'Technical tender' |
| **Financial tender** (see Section 4.2)  *model in Annex 6* | ☒ | ☒ |  |  |  | | With the tender  in eSubmission | 'Financial tender' | Under 'Tender Data' 'Financial tender' |

## Annex 2. Declaration on Honour on exclusion and selection criteria

Annex 2 is published as a separate Word document.

## Annex 3. Agreement/Power of attorney

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Call for tenders XXX/XX/XX/20XY/XYZ - [***Lot X]***  [TITLE OF THE PROCEDURE]  **AGREEMENT/POWER OF ATTORNEY**  The undersigned:  ***[- Signatory 1 (Name, Function, Legal entity name, Registered address, VAT Number)]***  ***- Signatory 2 (Name, Function, Legal entity name, Registered address, VAT Number)***  ***- …***  ***- Signatory N (Name, Function, Legal entity name, Registered address, VAT Number)]***  having the legal capacity required to act on behalf of the entities they represent,  HEREBY AGREE TO THE FOLLOWING:   1. To submit a joint tender (the tender) as members of a group of tenderers (the group), constituted by ***[Insert names of Legal entity 1, Legal entity 2, ... Legal entity N – the name of the group leader must be included here!]*** (the group members), and led by ***[Insert name of Legal entity 1]*** (the group leader), in accordance with the conditions of the procurement documents and the terms of the tender to which this Agreement/Power of attorney is attached. 2. If the contracting authority awards a contract resulting from this call for tenders (the contract) to the group on the basis of the tender to which this Agreement/Power of attorney is attached, all group members (including the group leader) shall be considered parties to the contract in accordance with the following conditions: 3. All group members (including the group leader) shall be jointly and severally liable towards the contracting authority for the performance of the contract. 4. All group members (including the group leader) shall comply with the terms and conditions of the contract and ensure the proper delivery of their respective share of the services and/or supplies subject to the contract. 5. Payments by the contracting authority related to the services and/or supplies subject to the contract shall be made through the bank account of the group leader indicated in the contract. 6. The group members grant to the group leader all the necessary powers to act on their behalf in the submission of the tender and the conclusion of the contract, including: 7. The group leader shall submit the tender on its own behalf and on behalf of the other group members and indicate in the "Contact Person" section in eSubmission the name and e-mail address of an individual as a single point of contact authorised to communicate officially with the contracting authority in connection with the submitted tender on behalf of all group members, including in connection with all relevant questions, clarification requests, notifications, etc., that may be received during the evaluation, award and until the contract signature. 8. The group leader shall sign any contractual documents — including the contract, [specific contracts] and amendments thereto — and shall warrant the submission of any invoices related to the performance of the contract on behalf of all group members. 9. The group leader shall act as a single contact point with the contracting authority in the delivery of the services and/or supplies subject to the contract. It shall coordinate the delivery of the services and/or supplies by the group to the contracting authority, and shall see to a proper administration of the contract.   This Agreement/Power of attorney may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same document.  Any modification to the present Agreement/Power of attorney shall be subject to the contracting authority’s express approval. This Agreement/Power of attorney shall expire when all the contractual obligations of the group have ceased to exist. The parties cannot terminate it before that date without the contracting authority’s consent.   |  |  | | --- | --- | | ***Name Function Name of the legal entity*** | ***Name Function Name of the legal entity*** | | ***signature[s]: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***  ***Done at ……………..…, on ……………***  ***Name Function Name of the legal entity***  ***signature[s]: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***  ***Done at ……………..…, on ……………*** | ***signature[s]: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***  ***Done at ……………..…, on ……………***  ***Name Function Name of the legal entity***  ***signature[s]: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***  ***Done at ……………..…, on ……………*** | |

## Annex 4. List of identified subcontractors and proportion of subcontracting

|  |  |  |
| --- | --- | --- |
| Identification details | Roles/tasks during contract execution | Proportion of subcontracting (% of contract volume) |
| *[Full official name of the identified subcontractor, registered address, statutory registration number, VAT registration number]* |  |  |
| *[Full official name of the identified subcontractor, registered address, statutory registration number, VAT registration number]* |  |  |
| *[REPEAT AS MANY TIMES AS THE NUMBER OF IDENTIFIED SUBCONTRACTORS]* |  |  |
| Other subcontractors that do not need to be identified under Section 2.4.2[[21]](#footnote-22) |  |  |
|  | **TOTAL % of subcontracting** | 0,00% |

## Annex 5.1. Commitment letter by an identified subcontractor

[Letterhead, if any]

SESAR 3 Joint Undertaking

Call for tenders Ref. [reference number]

Attn:

*[Insert date]*

Commitment letter by identified subcontractor

I, the undersigned,

Name:

Function:

Legal entity:

Registered address:

VAT Number:

having the legal capacity required to act on behalf of *[insert name of the entity]*, hereby confirm that the latter agrees to participate as subcontractor in the tender of *[insert name of the tenderer]* for the call for tenders [*insert reference number]* – *[insert title of procedure*] [Lot *[insert lot number]]*.

In the event that the tender of the aforementioned tenderer is successful, *[insert name of the subcontractor]* commits itself to make available the resources necessary for performance of the contract as a subcontractor and to carry out the services that will be subcontracted to it in compliance with the terms of the contract. It further declares that it is not subject to conflicting interests, which may negatively affect the contract performance, and that it accepts the terms of the procurement documents for the above call for tenders, in particular the contractual provisions related to checks and audits.

Done at:

Name:

Position:

Signature:

## Annex 5.2. Commitment letter by an entity on whose capacities is being relied

[Letterhead, if any]

SESAR 3 Joint Undertaking

Call for tenders Ref. [reference number]

Attn:

*[Insert date]*

Commitment letter by an entity on whose capacity is being relied

I, the undersigned,

Name:

Function:

Legal entity:

Registered address:

VAT Number:

having the legal capacity required to act on behalf of *[insert name of the entity]*, hereby confirm that the latter authorises the *[insert name of the tenderer]* to rely on its [financial and economic capacity] [technical and professional capacity] in order to meet the minimum levels required for the call for tenders [*insert reference number]* – *[insert title of procedure*] [Lot *[insert lot number]]*.

In the event that the tender of the aforementioned tenderer is successful, ***[insert name of the entity]*** commits itself to make available the resources necessary for performance of the contract. It further declares that it is not subject to conflicting interests which may negatively affect the contract performance, and that it accepts the terms of the procurement documents for the above call for tenders, in particular the contractual provisions related to checks and audits.

Done at:

Name:

Position:

Signature:

## Annex 6. Financial tender form

Annex 6 is published as a separate excel document.

## Annex 7. Case study – Work Area 1

Annex 7 is published as a separate Word document.

## Annex 8. Case study – Work Area 2

Annex 8 is published as a separate Word document.

1. Entities, representing a minimum of 20 % of the targeted operating environment, which commit to use emerging technologies as soon as they are ready for implementation, based on a positive business case and without waiting for a regulation that mandates their investment, in order to accelerate the market uptake as per the BAWP (i.e. paragraphs 1.5, 2.2.1.2, 2.3.4, 2.4, 3.1.2.1 as well as Annexes B paragraph B3 and Annex C paragraph C2).  [↑](#footnote-ref-2)
2. Article 142 (1-c) of the SBA [↑](#footnote-ref-3)
3. Article 143 (a) of the SBA [↑](#footnote-ref-4)
4. Article 143 (c) of the SBA [↑](#footnote-ref-5)
5. Using British spelling [↑](#footnote-ref-6)
6. Any reference to specific contracts applies also to order forms (a simplified form of specific contract) [↑](#footnote-ref-7)
7. Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012 (OJ L 193 of 30.07.2018, p.1). [↑](#footnote-ref-8)
8. Please note that the EU Official Journal contains the official list and, in case of conflict, its content prevails

   over that of the [EU Sanctions Map](https://www.sanctionsmap.eu/#/main). [↑](#footnote-ref-9)
9. Each economic operator participating in the joint tender is referred to as “group member”. [↑](#footnote-ref-10)
10. Only identified subcontractors (see Section 2.4.2) must be specified in the eSubmission application. [↑](#footnote-ref-11)
11. References to *tenderer* or *tenderers* in this document shall be understood as covering both sole tenderers and groups of economic operators submitting a joint tender. [↑](#footnote-ref-12)
12. This does not apply to subcontractors on whose capacity the tenderer relies to fulfil the selection criteria – for these the documentation required for subcontractors must be provided. [↑](#footnote-ref-13)
13. The obligation to provide the supporting evidence will be waived in the following situations:

    if the same documents have already been provided in a previous award procedure of the European Commission, have been issued no more than one year before the date of their request by the contracting authority and are still valid at that date;

    if such evidence can be accessed by the contracting authority on a national database free of charge, in which case the economic operator shall provide the contracting authority with the internet address of the database and, if needed, the necessary identification data to retrieve the document;

    if there is a material impossibility to provide such evidence. [↑](#footnote-ref-14)
14. The obligation to provide the supporting evidence will be waived in the following situations:

    if the same documents have already been provided in a previous award procedure of the SESAR 3 JU and are still up-to-date;

    if such evidence can be accessed by the contracting authority on a national database free of charge, in which case the economic operator shall provide the contracting authority with the internet address of the database and, if needed, the necessary identification data to retrieve the document. [↑](#footnote-ref-15)
15. Please note that the EU Official Journal contains the official list and, in case of conflict, its content prevails

    over that of the [EU Sanctions Map](https://www.sanctionsmap.eu/#/main). [↑](#footnote-ref-16)
16. See [here](https://audiovisual.ec.europa.eu/en/video/I-222708) how to apply a QES on a document exchanged with a European institution, body or agency. [↑](#footnote-ref-17)
17. For a call for tenders resulting in multiple framework contracts this information will be provided for all successful tenderers and tenders. [↑](#footnote-ref-18)
18. For the definition of trade secrets please see Article 2 (1) of [Directive (EU) 2016/943 on the protection of undisclosed know-how and business information (trade secrets) against their unlawful acquisition, use and disclosure](https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32016L0943). [↑](#footnote-ref-19)
19. See Article 4 (2) of the [Regulation (EC) No 1049/2001 regarding public access to European Parliament, Council and Commission documents](https://eur-lex.europa.eu/legal-content/en/TXT/?uri=CELEX%3A32001R1049). [↑](#footnote-ref-20)
20. A document that the contracting authority can access on a national database free of charge does not need to be submitted if the contracting authority is provided with the exact internet link and, if applicable, the necessary identification data to retrieve the document. [↑](#footnote-ref-21)
21. For this category of subcontractors, please provide in a general manner their intended roles/tasks during contract execution, as well as the aggregated % of contract volume for all non-identified subcontractors. [↑](#footnote-ref-22)