



# Tender Specifications annexed to Invitation to Tender

Ref. SJU/LC/0134-CFT

*Lot 1 - Security related services: guarding*

*and*

*Lot 2 - Security related services: monitoring of alarm,  
intervention on premises and maintenance of security  
systems*

04 May 2017

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# 1 Introduction

## 1.1 Acronyms and terminology

<b>ATM</b>	Air Traffic Management
<b>SESAR</b>	Single European Sky ATM Research Programme
<b>SJU</b>	SESAR Joint Undertaking (European Union body created under Council Regulation (EC) No 219/2007 as amended by Council Regulation (EC) No 1361/2008)

## 1.2 Introduction to the SJU

The purpose of the SJU created under Article 187 of the Treaty on the Functioning of the European Union, is to ensure the modernisation of the European air traffic management system through the coordination and concentration of all relevant research and development efforts.

The SESAR Joint Undertaking (“SJU”) is responsible for the implementation of the European ATM Master Plan and for carrying out specific activities aimed at the development of a new generation air traffic management system capable of ensuring the safety and fluidity of air transport worldwide over the next thirty years. Further information on the activities of the SJU is available at [www.sesarju.eu](http://www.sesarju.eu).

# 2 TERMS OF REFERENCE

## 2.1 Subject

In order to ensure a secure and safe environment, the SJU is planning to conclude service contract(s) for the provision of the following security related services:

- Guarding services, provision of support related services, and ad-hoc intervention imposed by security state level;
- Monitoring of alarm signals/messages, intervention on premises after the alarm signals, maintenance of the security system with, if required, upgrade and replacement of equipment and installations for interoperability, and ad-hoc intervention imposed by security state level.

## 2.2 Objective and scope

The SJU occupies part of the 4th floor as well as the 5th floor of the building located at Avenue de Cortenbergh 100, 1000 Brussels. Detailed information about occupation lay-out and elements of the existing security system will be provided to the Tenderer during his obligatory inspection of the premises of the SJU, provided that the Tenderer signs a Declaration of Confidentiality (see Annex V). The existing security system includes the following elements:

- a) access control,
- b) detection/intrusion,

c) camera surveillance.

Taking into account the variety of security related services and aiming at ensuring the most adequate service provision in terms of value for money, two different lots are identified addressing expertise support services in the following domains:

**Lot 1** – Security related services: guarding

**Lot 2** – Security related services: Monitoring of alarm signals/messages, intervention on premises after some alarm signals and maintenance of the “security system” with, if required, upgrade and replacement of equipment and installations for interoperability, and ad-hoc intervention imposed by security state level

The SJU is launching an open call for tenders aimed at concluding a contract/s with one (covering both lots) or a maximum of 2 (one for each lot) successful Tenderer/s to provide security related services.

## 2.3 Description of required services

### 2.3.1 Lot 1 - Security related services: guarding

The SJU receives many visitors at its premises and, like any organisation, is constantly exposed to a variety of risks of various origins related to the security of its property and staff. As a result, the SJU needs specific guarding services for its offices, meeting rooms and parking.

The services covered by the current lot aim to cover surveillance services by guarding and remote monitoring, from 5 p.m. to 8 p.m. from Monday to Thursday, and from 4 p.m. to 7 p.m. on Friday, excluding the SESAR Joint Undertaking’s public holidays, which are specific for the SJU as per applicable calendar year and will be communicated to the selected contractor (see Annex II).

The Tenderer shall at least provide in the daily planning the services listed below:

- surveillance services by guarding rounds, periodic inspection rounds,
- remote monitoring of surveillance cameras, viewing of cameras,
- specific tasks carried out by the Tenderer’s Security Officer, in particular, but not limited to, access control and control of identity and badge wear by SJU employees, observation of the movement of staff and visitors, arming of the alarm at the exit,
- each service will be subject of a written report provided within 24 hours ("reporting"), any incident or malfunctioning that is noted should be mentioned in the written report,
- observation and prevention of all risks present in the working environment,
  - o inspection of briefcases or other bags of SJU staff and/or visitors in order to prevent unauthorized removal of official documents, valuables or equipment. This should be done discreetly in order to ensure personal integrity.
  - o inspection and securing/emptying of meeting or other rooms, if deemed necessary, i.e. this might imply, for example, removal of objects which may have security implications.

- in exceptional circumstances such as but not limited to recommendation by state of alert, the SJU could request that overtime will be carried out on premises by the Tenderer. These extra hours will have to be provided at the rate specified in the Tenderer's financial offer (see attached template in Annex IV) and at the conditions specified in Section 7 d. of the Invitation to Tender. These extra hours shall be described in the report as per section 2.4 below. Their acceptance will be formalized through the signature of an order form annexed to the draft service contract.

### **2.3.2 Lot 2 - Security related services: monitoring of alarm, intervention on premises and maintenance of security systems**

The premises of the SJU are secured by security systems consisting of access control, intrusion detection and camera monitoring systems, for which the architecture will be communicated, on request and after signature of the Declaration of Confidentiality (see Annex V) by the Tenderer. The intrusion detection system is currently connected to a central station via a telephone line.

The Tenderer shall provide the services listed below:

#### **Phase I (optional services):**

##### **System compliance:**

In case: (a) the Tenderer is not certified for the maintenance of the elements of the existing security systems, or (b) the current system is no longer in accordance with the current technology the Tenderer must indicate through a list (see Annex IV part 2) which equipment, currently in place, can be kept and must list and encrypt elements to be changed while ensuring their good interoperability. Also, the Tenderer(s) should provide a detailed planning of installation, testing and migration ensuring proper take-over from the present contractor.

The prices thereof shall be listed in a separate subdivision to the one of Annex IV part 1. This additional price will not be included in the calculation of the financial value of the offer.

This particular optional service, if applicable, will be formalized as phase I in the contract with the start date estimated in August 2017 and the end date in September 2017. Whereas, the remaining services under Lot 2 will start their implementation as phase 2 upon completion of phase I (see the draft service contract annexed to the Invitation to tender).

#### **Phase II (mandatory services):**

##### **I. Monitoring of signals/alarm messages:**

- 24-hours a day 7-days-a-week surveillance and monitoring of facts/alerts messages electronically detected and providing an appropriate response, according to scenarios and procedures communicated by the SJU to the Tenderer during his obligatory visit of the premises of the SJU, provided that the Tenderer signs the Declaration of Confidentiality (see Annex V). The Tenderer shall demonstrate how he will comply with such scenarios and procedures in its Tender.
- Daily monitoring of the communication line connected to the SJU alarm system.

##### **II. On-site intervention:**

- On-site intervention after intrusion signal within a reasonable time. Reasonable time is considered an intervention within 30 minutes after an intrusion signal, subject to national security emergencies/unforeseen occurrences, which will take precedence over the on-site intervention, according to the applicable law;
- On-site intervention after alarm signal indicating an excessive temperature in our server room, according to a specific procedure which will be provided to the Tenderer after the signature of the Declaration of Confidentiality (see Annex V) and during the mandatory visit of the premises.

The SJU reserves the right to stop any intervention on a maximum time of 15 minutes.

### III. Maintenance of security systems

The Tenderer should provide:

(a) A standard maintenance package of the security systems in place. The package should define the labour, equipment and transport and indicate the periodicity of interventions, covered by the price as mentioned in Annex IV Lot 2 c);

(b) A scenario of replacement of the equipment not covered in the listed package equipment. The scenario will list generic types of potential malfunctions accompanied by a list of minimum four malfunctions by defined type and indicate for each malfunction category the response times for correction. In case the correction requires the replacement of parts of the system, the Tenderer has to provide an estimate as soon as possible taking the intervention response times into account. These interventions will be formalized through the signature of an order form annexed to the draft service contract.

(c) Ad-hoc security systems upgrade required by state security level recommendation. These interventions will be formalized through the signature of an order form annexed to the draft service contract.

## **2.3.3 Other Terms and Conditions for Lot 1 and 2**

### **(a) General**

In order to be able to perform the security services under the resulting contract, the Tenderer must at least be in possession of the permissions legally required in Belgium for guarding, remote monitoring, and intervention, and for certification of alarm system.

The Tenderer commits to provide quality staff and to ensure its training (see also paragraph 2.3.3 (d) below), enabling him to perform optimally the services under the contract, if awarded.

Any person seconded by the Tenderer under the resulting contract and present in the SJU building (SJU floors), will be required to wear the "security" badge issued by the SJU in a visible manner. Any person seconded by Tenderer must also be in possession and be able to present the badge immediately, within the framework of its authorisation "Tobback law", by the competent authorities as well as by the Security Guarding Company that employs the person.

The Tenderer must ensure the management of the access badges that will be entrusted to him (main door opening of the building and other keys) to make them available to the staff authorised to use them.

In particular, in the case of serious shortcomings, the SJU reserves the right, without providing justification, to require the temporary or permanent replacement of a member of the Tenderer's staff. Such notification may be done by simple e-mail or post. Replacement will be made without delay and will not give rise to any financial compensation.

For all performed services, the Tenderer must be able to communicate, as soon as possible, the identity of the agent who performed the service.

The responsible agent will be equipped with a rechargeable flashlight, of good quality and constantly operational.

The responsible agent should wear a uniform which allows an easy recognition to the SJU staff. The uniform should foresee inside and outside inspection rounds and interventions.

The company must provide other appropriate means of communications, FM radio (for news monitoring), flashlights & replacement batteries, patrol clocks and all other necessary equipment to properly perform their functions.

The Tenderer shall take appropriate measures to avoid any misuse of the telephone line(s) that are accessible to the current agent, except for professional purposes.

### **(b) Continuity of Service**

In the absence of its agent, the Tenderer shall remain fully responsible for performance of the services defined in the current terms of reference at the same quality level.

Tenderer will therefore have to take all necessary measures to immediately replace his agent, normally present at the premises of the SJU, in order to ensure a perfect continuity of services.

The replacement agent must be qualified and able to continue the performance of the contract under the same contractual conditions. The Tenderer shall be responsible for any delay in the performance of the tasks entrusted to him by reason of the replacement of staff.

### **(c) Privacy Policy**

The Tenderer shall put in place all security measures that are necessary for the protection of the data which he has to handle in order to guarantee its confidentiality, availability and integrity.

The Tenderer commits to not communicate to any person, during the contract period and after its breach, information and documents on the methods, organisation and/or functioning of the SJU and to demonstrate absolute discretion on all the data or information of which he may have knowledge, directly or indirectly, whether or not related to his duties.

### **(d) Training and qualification of the Tenderer's staff**

The Tenderer must train its entire staff to process personal data.

The training should pay particular attention to the need to prevent showing video surveillance sequences to any other person than authorised persons.

The Tenderer has to make sure that all the staff he employs and assigns for the performance of the services under the resulting contract, will sign a specific declaration of confidentiality. The purpose of

this procedure is to ensure that such staff does not disclose, assign and/or show to anyone, any personal data, and in particular, the content of any video surveillance sequence, except to authorised recipients. This declaration of confidentiality shall contain at least the terms set out in Annex V of the current tender specifications.

The Tenderer shall keep these documents and shall be able to present them at any time and upon written request to the authorized representative of the SJU.

No later than one month after the date of entry into force of the contract and on each anniversary date of the contract, the Tenderer shall provide the SJU representative a certificate proving that he has carried out this task.

## (e)Various

In addition, the Tenderer should pay particular attention to the following:

- 1) On the aspects of the collective labour agreement nr 32bis dated 07.06.1985 (transfer of a company agreement) – see “Moniteur belge” of 09.08.1985, “Royal Decree” of 25.07.1985, and any amendment, as far as applicable.
- 2) To the Council Directive 2001/23/EC of 12.03.2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses.
- 3) When approaching the contract expiration, the Tenderer/prospective contractor is obliged to cooperate actively with the SJU and a possible new contractor, so that the transition will take place under the best conditions.

### 2.3.4 Other Terms and Conditions for Lot 1

#### Pricing for guarding services

Please note that the hourly rates for guarding services (Lot 1) shall be established in accordance with the provisions of the applicable Collective Labour Agreement.

The hourly rates of guarding fixed by the Tenderer must take into account the following elements:

- a) the remuneration of the persons available in conformity with the Collective Labour Agreement applicable to the guarding sector;
- b) where applicable, travel, training and insurance costs;
- c) social security contributions, taxes and other deductions from remuneration, the impact of leave, absences and bonuses;
- d) costs for the organisation, control and management of the prospective contractor.

### 2.3.5 Duration of Contract - Start of performance



The contract will be concluded for an initial period of 12 months with a tacit annual renewal not exceeding three (3) times. Please, refer to article I.3 of the draft service contract attached to the Invitation to tender.

The estimated start date for performance of services for Lot 1 is October 2017.

The estimated start date for performance of services for Lot 2, phase 1, if applicable, is August 2017 and for phase 2 - October 2017.

## 2.4 Reporting and payments

Payments will be executed in accordance to article I.5 of the draft service contract attached to the Invitation to Tender and on the basis of monthly invoices and reports, upon their acceptance by the SJU, as detailed below.

For Lot 1 the compilation of the below daily reports on a monthly basis, together with the monthly invoice, will serve as a basis for the payment:

- a. On-site guard regular (daily) report should include: the date and time of arrival and of departure, comments/ activities. This is to be done and signed by the guard after the completion of his duties and no longer than 24 hours;
- b. Additional on-site guard report should include: the date and time of arrival and of departure, comments/ activities. This is to be done and signed by the guard after the completion of his duties and no longer than 24 hours.

For Lot 2 the compilation of the below reports on a monthly basis, together with the monthly invoice, will serve as a basis for the payment:

- a. Monitoring of the communication line (as mentioned above in section 2.3.2) report should include evidence of disturbance of the daily test;
- b. On-site intervention after intrusion signal and / or alarm signal related to room temperature report should include: the date and duration of the alarm, the time of the reception of the alarm by central, the time of the reception of the alarm by dispatch and the time of the alarm cancellation. It should also include the number of: total interventions, the number of the cancelled interventions and the number of real interventions. This is to be done and signed by the guard after the completion of his duties and no longer than 24 hours;
- c. Additional on-site intervention report should include: the date and duration of the alarm, the time of the reception of the alarm by central, the time of the reception of the alarm by dispatch and the time of the alarm cancellation. It should also include the number of: total interventions, the number of the cancelled interventions and the number of real interventions. This is to be done and signed by the guard after the completion of his duties and no longer than 24 hours;

- d. Maintenance of safety systems report should include: the date of maintenance, time of arrival and of departure, hours worked, comments/specify the maintenance, indicate next planned maintenance. This is to be done and signed on a monthly basis.

For Lot 2, optional phase 1, the following will serve as a basis for payment:

- a. System compliance report should include a detailed infrastructure and technical description of the delivered system(s), on-site training, user manual(s) and the certificate of the manufacturer guarantee. This report should be a one-time report to be made available at the latest end of September.

The SJU and the prospective contractor may agree in writing on any additional elements or modifications of the above listed reporting in the kick-off meeting or any progress meeting.

## 2.5 Place of performance and meetings

The activities will be performed at the SJU premises:

SESAR Joint Undertaking  
100, Avenue de Cortenbergh  
1000-Brussels, Belgium

The allocated desk is on the 4<sup>th</sup> floor of the SJU premises.

One kick off meeting is expected to take place in Brussels at the SJU's premises, after the signature of the contract (the provisional agenda is provided in Annex III of these tender specifications).

Additional progress meeting might be necessary and will be communicated to the contractor.

Tenderers should take travel costs into account at the time of preparing the tender as these will not be reimbursed separately.

## 2.6 Intellectual Property Rights

Not applicable.

## 2.7 Variants

Variants on the terms of reference are not permitted.

## 2.8 Value

The maximum total budget for the contract(s) resulting from this call for tenders is 273,000.00 EUR (two hundred five thousand euro) over a maximum of four years.

Per lot, this budget corresponds to:

Lot 1: The maximum allocated budget for this contract is 120,000.00 EUR (VAT excluded), including all possible renewals.

Lot 2: The maximum allocated budget for this contract is 153,000,00 EUR (VAT excluded), including all possible renewals, out of which – an estimated maximum of 65,000.00 EUR related to the optional phase I for system compliance.

The SJU, pursuant to Article 134(1)(e) and (f)(i) of the Rules of Application<sup>1</sup>, may negotiate for each lot the repetition of similar services and additional deliveries entrusted to the selected contractor.

### 3 Indicative timetable for the procedure

Milestone	Estimated deadline
Launch of this call for tenders (i.e. submission to the Official Journal of the European Union for publication)	10 April 2017
<i>Deadline for requesting additional information/clarification from the SJU</i>	<i>No later than 15 calendar days before the closing date for reception of tenders</i>
<i>Last date on which clarifications are issued by SJU</i>	<i>No later than 6 calendar days before the closing date for reception of tenders</i>
<b>Mandatory visit of the SJU premises<sup>2</sup></b>	<b>26 April, 3 May and 10 May 2017</b>
<b>Deadline for reception of tenders at SJU's premises</b>	<b><del>22-31</del> May 2017</b>
Notification of award	End of June 2017
Service contract signature	July 2017
<b>If applicable, start of Lot 2, optional phase I, for implementation of security system compliance</b>	<b>August 2017</b>
<b>Starting date of activities for Lot 1 and Lot 2, phase II</b>	<b>October 2017</b>

## 4 ASSESSMENT OF THE TENDERS AND AWARD OF THE CONTRACT

### 4.1 Introduction

The assessment will be strictly based on the content of the received tenders and in the light of the criteria set out hereunder.

The assessment procedure will be carried out in three consecutive stages, each of them with a precise aim:

<sup>1</sup> Commission delegated regulation (EU) No 1268/2012 of 29 October 2012 on the rules of application of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union (OJ L 362 31.12.2012, p. 1) as amended.

<sup>2</sup> Refer to section 11bis of the Invitation to tender.

Stage 1 – assessment in the light of exclusion criteria (see section 4.2. below),  
Stage 2 – assessment in the light of selection criteria (see section 4.3. below) and  
Stage 3 – assessment in the light of award criteria (see section 4.4. below).

The aim of each of these stages is:

1. To check on the basis of the exclusion criteria, whether the tenderer can take part in the procurement procedure;
2. To check on the basis of the selection criteria whether the tenderer has the necessary legal, economic and financial, technical and professional capacity for the performance of the contract;
3. To assess on the basis of the award criteria each offer which has passed the exclusion and selection stages.

## 4.2 Assessment in the light of exclusion criteria

In order not to be excluded from participation in the present procedure, the tenderer, and any possible subcontractor already identified at this stage, shall provide evidence of not being in any of the following situations:

- a) is not bankrupt or being wound up, is not having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, and is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) has not been convicted of an offence concerning professional conduct by a judgment which has the force of *res judicata*;
- c) has not been guilty of grave professional misconduct proven by any means which the contracting authorities can justify;
- d) has fulfilled all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established, with those of the country of the contracting authority and those of the country where the contract is to be carried out;
- e) has not been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the SJU/Union's financial interests;
- f) is not a subject of the administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or failing to supply an information, or being declared to be in serious breach of his obligation under contract covered by the EU budget.

### Evidence to be provided

1. Accordingly, tenderers, and any possible subcontractor already identified at this stage, must provide a **Declaration on honour** (see Annexe I), duly signed and dated, stating that they are not in one of the situations referred to above<sup>3</sup>.

Nota Bene:

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<sup>3</sup> Where parts of the services are intended to be subcontracted the tenderer has also to ensure that the subcontractors satisfy the exclusion criteria as indicated in section 18 of invitation to tender Ref. SJU/LC/0134-CFT.

The tenderer to which the contract is to be awarded shall provide, within **15 calendar days** following notification of award and preceding the signature of the contract, the **original** Declaration on honour (if provided in copy at the offer submission stage) and the following documentary proofs (**originals**) to confirm the declaration referred to above:

2. For situations described in (a), (b) and (e), production of a recent<sup>4</sup> extract from the judicial record is required or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied. Where the tenderer is a legal person and the national legislation of the country in which the tenderer is established does not allow the provision of such documents for legal persons, the documents should be provided for natural persons, such as the company directors or any person with powers of representation, decision making or control in relation to the tenderer.
3. For the situation described in point (d) above, recent<sup>5</sup> certificates or letters issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the Tenderer is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.<sup>6</sup>
4. For any of the situations (a), (b), (d) or (e), where *any* document described in two paragraphs above is *not issued* in the country concerned, *it* may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

The SJU may waive the obligation of a tenderer to submit the documentary evidence referred to above if such evidence has already been submitted to the SJU for the purposes of another procurement procedure and provided that the documents are not more than one year old starting from their issuing date and that they are still valid. In such a case, the tenderer shall declare on his honour that the documentary evidence has already been provided in a previous procurement procedure and confirm that no changes in his situation have occurred.

Please refer to the following web page for additional information regarding the relevant requirements and model documents under national laws of the EU Member States:

<https://ec.europa.eu/growth/tools-databases/ecertis/>.

### 4.3 Assessment in the light of selection criteria

Tenderers must have the overall capabilities (legal, economic, financial, technical and professional) to perform the contract. The SJU reserves the right the request from subcontractors evidence on technical and professional capacity when these are meant to perform critical tasks.

All the requirements listed below must be met in order to enter the next phase of the assessment in the light of award criteria.

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<sup>4</sup> Not older than one year.

<sup>5</sup> Not older than one year.

<sup>6</sup> Tenderers are strongly advised to explore the sources in their respective national legal systems for acquiring the required supporting documentation and the related deadlines, already at the stage of the preparation and submission of their offers, in order to avoid any delays in providing the documents in case selected for award of the contract.

Please note that in the selection phase, assessment focuses on the past experience and capacity of the tenderer, and not on the quality of the (technical) offer. The latter is to be assessed in the light of the award criteria.

The SJU may waive the obligation for a tenderer to submit the documentary evidence requested under Sections 4.3.1, 4.3.2 and 4.3.3 below if such evidence has already been submitted for another procedure and provided the documents were issued not more than one year earlier and are still valid. In such cases, the tenderer must declare on his honour that the documentary evidence has already been provided in a previous procedure with the SJU, provide reference to that procedure, and confirm that there has been no change in the situation.

### **4.3.1 Legal capacity**

Tenderers are requested to prove that they are authorised to perform the contract under the national law.

#### **Evidence to be provided:**

Tenderer shall provide duly filled and signed Declaration on Honour on Exclusion Criteria and Selection criteria (see Annex I) as a part of his tender and the following evidence:

1. The tenderer shall provide a dully filled-in Legal entities' form, including all its supporting documentation (see section 7 b) of the invitation to tender Ref. SJU/LC/0134-CFT).
2. Evidence of inclusion in a trade or professional register, or a sworn declaration or certificate, membership of a specific organisation, express authorisation or entry in the VAT register.

### **4.3.2 Economic and financial capacity**

The tenderer shall be in a stable financial position and have sufficient economic and financial capacity to perform the contract.

#### **Evidence to be provided:**

Tenderer shall provide duly filled and signed Declaration on Honour on Exclusion Criteria and Selection criteria (see Annex I) as a part of his tender and the following evidence (at least two):

1. Evidence of professional risk indemnity insurance still in force;
2. Balance sheets (or extracts from balance sheets) for at least the last two years for which accounts have been closed;
3. Statement of overall turnover during the last three financial years (please, note that the tenderers shall have a minimum annual turnover of 100.000,00 EURO);

If, for some exceptional reason which the SJU considers justified, the Tenderer is unable to provide the references requested here above, the tenderer may prove the economic and financial capacity by any other means which the SJU considers appropriate.

***Nota bene:*** Public bodies and higher education establishments are not subject to a verification of their economic and financial capacity

### 4.3.3 Technical and professional capacity

The technical and professional capacity of the Tenderer, proving the suitability to provide services covered by the contract will be evaluated on the basis of the minimum requirements and evidence thereof provided as described in the subsequent paragraphs:

#### 4.3.3.1 Minimum requirements:

1. The Tenderer shall have:
  - i. Necessary professional capacity  

The tenderer must have the professional capacity to perform the contract. The tenderer must possess relevant authorisations under "Tobback law" to perform national security services as required in the terms of reference.
  - ii. The tenderer must be authorised under "Tobback law", by the competent authorities as well as by the Security Guarding Company that employs the Tenderer's staff.
2. The team proposed to implement the contract shall possess:
  - i. The Contract/Key Account/Commercial Manager who will be the interlocutor with SESAR must have at least 3 years of relevant experience;
  - ii. Team members should have relevant work experience in security related services in business environment;
  - iii. Sufficient dedicated security agents (at least 2) enabling timely service provision to the SJU with at least 3 years' experience in security services.
  - iv. All team members should have a proven excellent written and oral command of the French language and at least average written and oral command of the English language.

#### 4.3.3.2 Evidence to be provided:

1. For the tenderer:
  - i. Brief 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;
  - ii. Relevant authorisations to perform national and international security services as required in the terms of reference;
  - iii. Evidence of working authorisation under "Tobback law";
  - iv. Three examples of the provision of similar services (during the last three years), specifying the dates of the implementation of these activities, their amount and their recipient, within Europe and/or for an international organisation and/or an European institution, public or private;
  - v. Three references from customers of the tenderer.
2. For the team members:

- i. Detailed CVs (only) of the persons who will be responsible for carrying out the tasks through an EU CV format indicating all relevant educational and professional qualifications, work experience and linguistic qualifications/levels;
- ii. Proof of relevant trainings as described in Section 2.3.3 (d).

## 4.4 Assessment in the light of award criteria

Only the tenders which meet the requirements of the exclusion and selection criteria will be evaluated in terms of quality and price for the award of the contract.

The Contract will be awarded on the basis of the economically most advantageous tender as detailed in the subsequent sections.

### 4.4.1 Technical evaluation

The quality of the offer will be evaluated in accordance with the award criteria and the associated weighting detailed in the table below.

The tender must reach a minimum score of 50% or more per award criterion and 70 points or more globally in order to be admitted to the financial evaluation. The tenders with lower scores will be considered non-suitable and therefore excluded.

NB: Tenders presenting a mere repetition of the tender specifications or source documentation will be scored below the minimum required.

Award Criteria – LOT 1		Maximum available
I. Organisation of the work for the delivery of services:		60
- Quality of the organisation of the services on the basis of the daily planning proposed for the implementation of the services and their reporting	30	
- Quality of the proposed measures to minimise on-site replacement delays, transfer of procedures and means of access, and training of replacements	30	
II. Quality and relevance of the methodology:		30
- Understanding of the domain(s) and services to be provided	15	
- Appropriateness of the whole proposed methodology for achieving the SJU's objectives		
- Quality of human resources proposed for the operational implementation of the services and trainings organised by the Tenderer to ensure the proper performance of the services under the contract	15	
III. Quality assurance of contract management:		10



<ul style="list-style-type: none"> <li>- Continuity of services</li> <li>- Timely response and delivery</li> <li>- Quality of services</li> </ul>	
Score Award Criteria	100

<b>Award Criteria – LOT 2</b>	Maximum available	
I. Organisational aspects, quality of reporting, including quality and clarity of proposed premises intervention report templates	10	
II. Quality and relevance of the methodology:	80	
<ul style="list-style-type: none"> <li>- Understanding of the domain(s) and services to be provided</li> <li>- Appropriateness of the whole proposed methodology for achieving the SJU's objectives</li> </ul>		20
<ul style="list-style-type: none"> <li>- Means used for compliance with the required service for monitoring signals/alarm messages and communication line</li> </ul>		20
<ul style="list-style-type: none"> <li>- Means used for the respect of the scenarios and procedures existing within the SJU in case of intervention following any signals</li> </ul>		20
<ul style="list-style-type: none"> <li>- Clarity of the standard maintenance package</li> <li>- Clarity of the type of the potential malfunction and</li> <li>- Relevance of the response time towards malfunctions categories</li> </ul>		20
III. Quality assurance of contract management:	10	
<ul style="list-style-type: none"> <li>- Continuity of services</li> <li>- Timely response and delivery</li> <li>- Quality of services</li> </ul>		
Score Award Criteria		100

#### 4.4.2 Financial evaluation and recommendation for award

The price that will be taken into account for the financial evaluation and the award of the contract, is the "Total Price" proposed by the tenderer in his financial offer. To this respect, tenders must contain a separate financial offer following the template attached to the tender specifications in Annexe IV and in line with the requirements detailed in section 2 above and in the Invitation to tender ref. SJU/LC/0134-CFT.

The formula that will be used to rank the tenders incorporates the following elements:

Quality (60%)

- the score of the award criteria of the tender

- the highest score of the award criteria among acceptable tenders

Price (40%)

- the 'Total Price' of the tender
- the 'Total Price' of the lowest priced acceptable tender

The ranking of the tenders, for the award of the contract, will be established by using the formula below.

<p><b>Score tender Y =</b></p> $[(\text{Score of the award criteria of tender Y} / \text{highest score of the award criteria among acceptable tenders}) \times 60\%] + (\text{'Total Price' of the lowest priced acceptable tender} / \text{'Total Price' of tender Y}) \times 40\% \times 100$
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## 5 Annexes

- ANNEXE I - Declaration on honour with respect to the exclusion criteria and absence of conflict of interest for
- ANNEXE II - List of public holidays of the SJU for the year 2018 (indicative)
- ANNEXE III - Provisional agenda for the kick-off meeting
- ANNEXE IV - Financial offer template (VAT excluded)
- ANNEXE V - Declaration of Confidentiality
- ANNEXE VI - Plans of the SJU premises

# ANNEXE I

## Declaration on honour on exclusion criteria and selection criteria

The undersigned [*insert name of the signatory of this form*], representing:

<i>(only for natural persons)</i> himself or herself	<i>(only for legal persons)</i> the following legal person:
ID or passport number:  (‘the person’)	Full official name: Official legal form: Statutory registration number: Full official address: VAT registration number:  (‘the person’)

### I – SITUATION OF EXCLUSION CONCERNING THE PERSON

➤ declares that the above-mentioned person is in one of the following situations:	YES	NO
g) it is bankrupt, subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under national legislation or regulations;	<input type="checkbox"/>	<input type="checkbox"/>
h) it has been established by a final judgement or a final administrative decision that the person is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the law of the country in which it is established, with those of the country in which the contracting authority is located or those of the country of the performance of the contract;	<input type="checkbox"/>	<input type="checkbox"/>
i) it has been established by a final judgement or a final administrative decision that the person is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:		
(i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) entering into agreement with other persons with the aim of distorting competition;	<input type="checkbox"/>	<input type="checkbox"/>

(iii) violating intellectual property rights;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) attempting to influence the decision-making process of the contracting authority during the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
j) it has been established by a final judgement that the person is guilty of the following:		
(i) fraud, within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of EU Member States, drawn up by the Council Act of 26 May 1997, and in Article 2(1) of Council Framework Decision 2003/568/JHA, as well as corruption as defined in the legal provisions of the country where the contracting authority is located, the country in which the person is established or the country of the performance of the contract;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
(v) terrorist-related offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision;	<input type="checkbox"/>	<input type="checkbox"/>
(vi) child labour or other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
k) the person has shown significant deficiencies in complying with the main obligations in the performance of a contract financed by the Union's budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by an Authorising Officer, OLAF or the Court of Auditors;	<input type="checkbox"/>	<input type="checkbox"/>
l) it has been established by a final judgment or final administrative decision that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;	<input type="checkbox"/>	<input type="checkbox"/>
m) for the situations of grave professional misconduct, fraud, corruption, other criminal offences, significant deficiencies in the performance of the contract or irregularity, the applicant is subject to: i. facts established in the context of audits or investigations carried out by the Court of Auditors, OLAF or internal audit, or any other check, audit or control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body;	<input type="checkbox"/>	<input type="checkbox"/>

ii.non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics; iii.decisions of the ECB, the EIB, the European Investment Fund or international organisations; iv.decisions of the Commission relating to the infringement of the Union's competition rules or of a national competent authority relating to the infringement of Union or national competition law; or v.decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body.		
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## II – SITUATIONS OF EXCLUSION CONCERNING NATURAL PERSONS WITH POWER OF REPRESENTATION, DECISION-MAKING OR CONTROL OVER THE LEGAL PERSON

### Not applicable to natural persons, Member States and local authorities

➤ declares that a natural person who is a member of the administrative, management or supervisory body of the above-mentioned legal person, or who has powers of representation, decision or control with regard to the above-mentioned legal person (this covers company directors, members of management or supervisory bodies, and cases where one natural person holds a majority of shares) is in one of the following situations:	YES	NO	N/A
Situation (c) above (grave professional misconduct)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (d) above (fraud, corruption or other criminal offence)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (e) above (significant deficiencies in performance of a contract )	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (f) above (irregularity)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## III – SITUATIONS OF EXCLUSION CONCERNING NATURAL OR LEGAL PERSONS ASSUMING UNLIMITED LIABILITY FOR THE DEBTS OF THE LEGAL PERSON

➤ declares that a natural or legal person that assumes unlimited liability for the debts of the above-mentioned legal person is in one of the following situations:	YES	NO	N/A
Situation (a) above (bankruptcy)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (b) above (breach in payment of taxes or social security contributions)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## IV – GROUNDS FOR REJECTION FROM THIS PROCEDURE

➤ declares that the above-mentioned person:	YES	NO
n) has distorted competition by being previously involved in the preparation of procurement documents for this procurement procedure.	<input type="checkbox"/>	<input type="checkbox"/>

## V – REMEDIAL MEASURES

If the person declares one of the situations of exclusion listed above, it must indicate measures it has taken to remedy the exclusion situation, thus demonstrating its reliability. This may include e.g. technical, organisational and personnel measures to prevent further occurrence, compensation of damage or payment of fines. The relevant documentary evidence which illustrates the remedial measures taken must be provided in annex to this declaration. This does not apply for situations referred in point (d) of this declaration.

## VI – EVIDENCE UPON REQUEST

Upon request and within the time limit set by the contracting authority the person must provide information on the persons that are members of the administrative, management or supervisory body. It must also provide the following evidence concerning the person itself and concerning the natural or legal persons which assume unlimited liability for the debt of the person:

For situations described in (a), (c), (d) or (f), production of a recent extract from the judicial record is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the person showing that those requirements are satisfied.

For the situation described in point (a) or (b), production of recent certificates issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the person is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions. Where any document described above is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

Document	Full reference to previous procedure
<i>Insert as many lines as necessary.</i>	

## VII – SELECTION CRITERIA

founding members



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www.sesarju.eu

➤ declares that the above-mentioned person complies with the selection criteria applicable to it individually as provided in the tender specifications:	YES	NO	N/A
(a) It has the legal and regulatory capacity to pursue the professional activity needed for performing the contract as required in section 4.3.1 of the tender specifications;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) It fulfills the applicable economic and financial criteria indicated in section 4.3.2 of the tender specifications;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) It fulfills the applicable technical and professional criteria indicated in section 4.3.3 of the tender specifications.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

➤ if the above-mentioned person is the <b>sole tenderer</b> or the <b>leader in case of joint tender</b> , declares that:	YES	NO	N/A
(d) the tenderer, including all members of the group in case of joint tender and including subTenderers if applicable, complies with all the selection criteria for which a consolidated assessment will be made as provided in the tender specifications.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## VII – EVIDENCE FOR SELECTION

The signatory declares that the above-mentioned person is able to provide the necessary supporting documents listed in the relevant sections of the tender specifications and which are not available electronically upon request and without delay.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

Document	Full reference to previous procedure
<i>Insert as many lines as necessary.</i>	

***The above-mentioned person may be subject to rejection from this procedure and to administrative sanctions (exclusion or financial penalty) if any of the declarations or information provided as a condition for participating in this procedure prove to be false.***

Full name

Date

Signature

## **ANNEX II – Amended list of public holidays of the SJU for the year 2017**

***(indicative)***

Reminder: the amended public holidays of the SJU do not all correspond with the Belgian public holidays and vice versa (with the example of 11 November). Tenderers are invited to take this into account in their financial offer.

17 April 2017
01 May 2017
25 May 2017
26 May 2017
05 June 2017
21 July 2017
15 August 2017
1 November 2017
25 December to 29 December: 5 end-of-year days



# ANNEXE III

## Provisional agenda for the kick-off meeting

### Lot 1:

- CV / presentation of selected guard & replacement;
- Training of guards;
- Rounds planning;
- Checking planning;
- Points covered during the shift handover (4 p.m.);
- CCTV access codes;
- Presentation of the on-line reporting system: transmission of access codes, means to be made available; and
- Substitutes: Replacement times, transfer of procedures, transfer of badges, replacement, training.

### Lot 2:

- Setting up monitoring: test signals, intrusion alarm messages, calendar, technical intervention security impact SJU;
- Scenario and procedures;
- Explanation on the communication of these procedures;
- Patrol: intervention delay, transfer of badges, transfer of proceedings;
- Intervention report: on-line (provision of access codes);
- Malfunctions: an exhaustive table of possible dysfunctions (very urgent vs urgent), intervention time; and
- Access badges: supply (same frequency confirmation), badge printing (photos & logo).

## ANNEX IV (part 1)

### Financial offer template (VAT excluded)

#### Lot 1 - Security related services: guarding

	Unit	Unit Price in €
On-site guard - regular schedule	hour	...
Monthly fixed price (calculated on the basis of the hourly volume requested by the SJU, and according to the SJU holidays using the excel file ' <b>Template monthly flat rate</b> ' made available separately) = ' <b>Total price</b> '	month	...
Additional on-site guard	hour	...

#### Lot 2 - Security related services: monitoring of alarm, intervention on premises and maintenance of security systems

	Unit	Unit Price in €
a-Monthly Flat Rate Monitoring of signals / alarm messages	month	...
b-Monthly Flat Rate On-site intervention after alarm	month	...
c-Monthly Flat Rate Maintenance of safety systems	month	...
d-On-site intervention after intrusion signal and / or alarm signal related to room temperature	per intervention	...
e-Additional on-site intervention	per intervention	...
<b>'Total price' =</b> $a+b+c+(1*d+1*e)$		
<i>f-Security systems compliance (for the optional phase I)</i>	<i>fixed price</i>	...

**ANNEX IV (part 2)**  
**“f - Security systems compliance” - detailed list of elements included in the price, planning of installation and payment scheme**  
*(if applicable)*

**1) Detailed list of elements**

*(To be provided by the Tenderer on a separate sheet as part of their Technical offer.)*

**2) Detailed planning of installation**

*(To be provided by the Tenderer on a separate sheet as part of their Technical offer.)*

**3) Payment scheme**

*(To be completed by the Tenderer and provided as part of their Technical offer.)*

	<b>% of fixed price in EUR</b>	<b>Reference to detailed planning</b>	<b>Conditions description</b>
<b>Interim Payment</b>			
<b>Payment of the balance</b>			

# ANNEXE V - Declaration of Confidentiality

Legal entity/tenderer: .....

Legal address: .....

.....

.....

I, the undersigned, ....., legal authorised representative of the above legal entity, undertake to respect the confidentiality of:

- the SESAR Joint Undertaking premises' (SJU) plans,
- description of the existing security systems, and
- procedures for the management of the alarm signals/messages as well as intervention on premises and any other confidential information, identified as such by the SJU,

made available to me during and immediately after the compulsory visit organized under the framework of the SJU call for tenders ref. SJU/LC /0134-CFT for *"Lot 1 - Security related services: guarding and Lot 2 - Security related services: monitoring of alarm, intervention on premises and maintenance of security systems."*

This commitment of confidentiality will continue even beyond the duration of the contract, if awarded, and without any limit in time.

In particular, I acknowledge that I have been informed that I cannot disclose to third parties, use for my own benefit or that of a third party, or make public, either orally or in writing, in paper or in electronic form, the documents or information that are not in the public domain and that I have had or may have access to due to the participation in the mentioned call for tenders and provision of services. I will remain bound by this obligation even after the termination of provision of services.

I undertake to refrain from any declaration that could harm the reputation of the SESAR Joint Undertaking or jeopardise the safety and security of its premises.

I undertake to respect the confidentiality of all personal data that I may have access to and that I may process.

I also undertake to destroy any documents relating to SESAR Joint Undertaking security premises which would still be in my possession, in any form (paper or electronic).

I am aware that the disclosure of procedures, names or other sensitive information relating to the SJU may result in the SJU initiating proceedings under the applicable law against me or/and the legal entity I am representing.

Date: ..... Place: .....

Name of the signatory: .....

Function of the signatory: .....

Signature, preceded by the words "Read and approved":

.....

.....

*A copy must be kept by the signatory.*

## ANNEX VI - Plans of the SJU premises

### 4th floor :

The information contained in this paragraph will be given to the tenderer on his obligatory visit of the SJU premises, provided that the tenderer signs a declaration of confidentiality (see Annex V attached).

### 5th floor :

The information contained in this paragraph will be given to the tenderer on his obligatory visit of the SJU premises, provided that the tenderer signs a declaration of confidentiality (see Annex V attached).

**NB: A certificate of visit will be given to the participants. This certificate is part of the administrative evidence to be provided by the Tenderer(s) (see section 7. b) of the Invitation to tender).**