



Tender Specifications annexed to Invitation to Tender

Ref. SJU/LC/159-CFT

Lot 1 - Security related services: guarding

and

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

23 March 2021

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1 INTRODUCTION

1.1 Acronyms and terminology

ATM	Air Traffic Management
SESAR	Single European Sky ATM Research Programme
SJU	SESAR Joint Undertaking (European Union body 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 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.

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 layout 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 6).

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 an 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.

For this purpose, 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.

The same tenderer may submit a tender for one single Lot or for all two Lots (one separate tender per Lot).

2.3 Description of required services

2.3.1 Lot 1 – Security relates 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 2).

The tenderer shall 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, the SJU could request that overtime will be carried out on premises by the tenderer (e.g. need for exceptional on-site support, recommendation by state of alert, etc.). These extra hours will have to be invoiced at the same rate specified in the tenderer's financial offer (see attached template in Annex 4 Lot 1) as indicated in provision 2.8 here below. 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.

2.3.1.1 Impact on data protection

Some of these services have a potential impact on the rights of data subject with regards the processing of their personal data. As such, tenderer shall address the following services/elements (non-exhaustive list below) to be provided in full compliance with the data protection and privacy principles stated in section 2.3.3 (c) below:

- remote monitoring of surveillance cameras, viewing of cameras
- access control and control of identity and badge wear by SJU employees
- daily report

- incident communication

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 6) 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:

System compliance:

The tenderer is requested to describe in the technical offer the interventions needed to update or further develop the system currently in place. The proposed changes could be due to: (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.

Interventions to be carried out in Phase I shall be implemented in such a way as not to interfere with the provision of the services in accordance with the contract currently in force.

The tenderer must indicate through a list (see Annex 5) which equipment, currently in place, can be kept and must list and encrypt elements to be changed while ensuring their good interoperability. The tenderer(s) shall provide a detailed planning of installation, testing and migration ensuring proper take-over from the present contractor.

In addition, the tenderer shall include as an annex to the technical offer a mapping of the processing operations of personal data for each of the systems proposed. This mapping is to be made by using the template in Annex 8, and in full compliance with the elements of Section 2.3.3 (b) below, in particular with regards to data location and transfer of data to third countries.

The above elements will be evaluated as an integral part of the technical offer and will be rated in accordance with the award criteria as described under Point 4.4.1.

The price for the above-mentioned interventions, including labour and installation costs, shall stay below the maximum estimated budget for this part of the services (see Point 2.8 hereunder) and indicated in financial offer form (Annex 4 - Lot 2).

The “TOTAL PRICE” is the item, which will be taken into account for the formula for the award as indicated in Point 4.5.2 hereunder.

The above-mentioned technical interventions on the system currently in place shall be implemented in phase I of the contract. The estimated start date of Phase 1 is August 2021 and the estimated end date in September 2021. Whereas, the remaining services under Lot 2 will start their implementation as Phase II (upon completion of Phase I) at the latest on 24 October 2021(see the draft service contract annexed to the Invitation to tender).

Phase II:

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 6). 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 the SJU server room, according to a specific procedure, which will be provided to the tenderer after the signature of the Declaration of Confidentiality (see Annex 6) and during the mandatory visit of the premises.

The SJU reserves the right to stop any intervention on a maximum time of 15 minutes as described in the documents to be received at the mandatory visit of the premises after signing the Declaration of Confidentiality (see Annex 6).

III. Maintenance of security systems:

The tenderer shall 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 4 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 three 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.

2.3.2.1 Impact on data protection

The use of IT systems has a substantial impact on privacy and data protection. As such, tenderers are requested to prepare a mapping of the processing operations per system in technical offer strictly in compliance with the applicable legislation to the SJU as described in Section 2.3.3 (b).

In particular, when the proposed systems involves transfers of personal data outside the EU, an adequacy decision shall be in place. In case for transfers to the United States, these are discouraged, see the *Strategy document for Union institutions, offices, bodies and agencies to comply with the 'Schrems II' Ruling*¹ should be strictly respected and foresee in the tender.

The SJU reserves the right to request an alternative system

¹ https://edps.europa.eu/sites/default/files/publication/2020-10-29_edps_strategy_schremsii_en_0.pdf

2.3.3 Other terms and conditions for Lot 1 and 2

General

Any person seconded by the future contractor 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 above-mentioned seconded person must also be in possession and be able to present the badge immediately, within the framework of its authorisation relevant Belgian law, by the competent authorities as well as by the Security Guarding Company that employs the person.

The future contractor must ensure the day-to-day management of the access badges that will be entrusted to him (main door opening of the building and other keys) and 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 future contractor'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 future contractor 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 shall wear a uniform, which allows an easy recognition to the SJU staff. The responsible agent should foresee inside and outside inspection rounds and interventions.

The future contractor must provide the responsible agent with 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)/wifi connection that will be accessible to the agent, except for professional purposes.

a. Continuity of Service

During the execution of the contract:

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

The future contractor 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 future contractor shall be responsible for any delay in the performance of the tasks entrusted to him by reason of the replacement of staff.

The tenderer is responsible to inform as soon as possible the SJU of any replacements.

At the end of the contract:

When approaching the end of the contract, the future contractor shall take the necessary steps to ensure efficient and effective handover of activities to the next contractor to guarantee continuity of operations. Upon conclusion of the contract, the contractor will be required to provide the SJU and the next contractor with all the necessary information to continue the services.

b. Compliance with Data Protection principles

Due to the nature of services to be provided, the future contractor will act as an external processor when processing personal data on behalf of SJU.

In addition to compliance with Regulation 2016/679 (GDPR)² for processing operations of personal data within its own remit, services mentioned above shall be provided in strict compliance with Regulation 2018/1725 (EU DPR)³ applicable to the SJU as a European Union body. Also, the contractor shall comply with any relevant Guidelines of the European Data Protection Supervisor (EDPS) and internal SJU rules applicable to Security Services (guarding monitoring of alarm, intervention on premises and maintenance of security systems) services and security systems in the broad sense, among others:

- The *Guidelines of the EDPS on Video Surveillance*⁴ (including the latest follow up⁵).
- SJU *Video Surveillance policy*⁶.
- Guidance of the EDPS on the “Schrems II” Ruling⁷, in particular, the *Strategy document for Union institutions, offices, bodies and agencies to comply with the ‘Schrems II’ Ruling*⁸.

The last point is of essential relevance for the choice of security systems to be proposed under Lot 2 and in the preparation of technical offer for Lot 2 (Annex 8).

The above list of guidance is not exhaustive as it is subject to constant update; the Contractor will be notified in case of new updates on SJU policies and shall keep a proactive approach in terms of monitoring the updates of the EDPS Guidelines.

Compliance with data protection principles (listed above) shall be implemented through the full contract cycle taking into account, inter alia, the following elements:

- Respect of data protection principles including the Regulation(s) and Guidelines through the whole life cycle of the services rendered and systems proposed and maintain;
- Train all the agents working in under this contract on the basic elements of data protection need to implement their obligations as per incident communication and treatment of personal information;
- Timely involvement of the SJU, including the Data Protection Officer (SJU DPO), before the proposal of an update or replacement of a system;
- Provide the necessary technical expertise to the Controller (SJU) in the preparation of records or data protection impact assessments, if needed, on the systems proposed;

² Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (Text with EEA relevance)

³ REGULATION (EU) No 2018/1725 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC

⁴ https://edps.europa.eu/data-protection/our-work/publications/guidelines/video-surveillance_en

⁵ https://edps.europa.eu/data-protection/our-work/publications/guidelines/video-surveillance-follow_en

⁶ <https://www.sesarju.eu/sites/default/files/documents/SESAR%20Joint%20Undertaking%20-%20Data%20Protection%20-%20Video%20Surveillance%20Policy.pdf>

⁷ https://edps.europa.eu/press-publications/press-news/press-releases/2020/edps-statement-following-court-justice-ruling_en

⁸ https://edps.europa.eu/sites/default/files/publication/2020-10-29_edps_strategy_schremsii_en_0.pdf

- Transfers of personal data outside the EU (in particular of systems proposed) shall be duly justified by the future contractor and approved in advance and in writing by the SJU. In case a processing involves transfers of personal data to third countries or international organisations, prior to the processing, the SJU shall be informed about the measures in place to ensure compliance with Chapter V of the EU DPR and the Guidelines applicable to the SJU (listed above) in terms of adequacy decision or appropriate safeguards.
- Inform the SJU as soon as becomes aware of any incident, involving personal data, including if possible the following information:
 - (a) nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
 - (b) likely consequences of the breach;
 - (c) measures taken or proposed to be taken to address the breach, including, where appropriate, measures to mitigate its possible adverse effects.

c. Confidentiality

Concerning confidentiality, during the duration of the contract and after its expiry, the tenderer commits, also on behalf of its staff, to consider as confidential any 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. Any information or document shall be communicated only in the light of the need-to-know principle to the staff entrusted the relevant tasks for the provision of the services.

To complement Article II.8 of the draft contract, the contractor will be requested to sign a Declaration of confidentiality in line with Annex 6, which shall ensure that confidentiality information provided by the SJU are treated with a proper degree of confidentiality during the execution and after the expiry date of the contract.

d. Training and qualifications of the tender's staff

The future contractor must train its entire staff on how to ensure that the processing of personal data on the elements indicated in point Section 2.3 "Description of the services" having an impact on data protection

The future contractor has to make sure that all the staff he employs and assigns for the performance of the services under the resulting contract signs 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 as a minimum the terms set out in Annex 6 of the current tender specifications.

The future contractor 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 future shall provide the SJU representative a certificate proving that it has carried out all the above-mentioned tasks.

e. Mandatory Visit of the SJU premises

The mandatory visit of the SJU premises shall be scheduled and take place according to the provisions of the Invitation to tender point 3.1.

During the visit, the participants in the visit will receive and sign the document Declaration of Confidentiality as per Annex 6. Upon signature of the declaration, the participants will receive confidential documents and explanations regarding them will be provided, together with a visit of the physical premises. Lastly, before departing, the participants will receive a certificate of participation, which shall be filled-in and signed by them and co-signed by SJU representative. The visit certificate shall be submitted by the tenderers as part of the Administrative offer as indicated in the Invitation to tender point 2b.

2.3.4 Duration of contract – Start of performance

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

Lot1: The latest start date for performance of services for Lot 1 is 17 October 2021.

Lot 2:

Phase I: the estimated start date of Phase I is August 2021 (and the estimated end date in September 2021);

Phase II: the latest start date of Phase II is 24 October 2021.

2.4 Reporting and payments

Payments will be executed in accordance with 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.

2.4.1 Lot 1

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 shall 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 shall 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.

2.4.2 Lot 2

Phase I:

For Lot 2, phase I, 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.
- b. Data protection assessment for each system proposed. On the basis of the initial mapping included in its original offer, the contractor shall further define the elements of compliance, in line with Section Compliance with DP and any possible remark the SJU technical team and DPO.

These reports shall be a one-time report to be made available at the latest end of September 2021.

Phase II:

For Lot 2, phase II, 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 shall include evidence of disturbance of the daily test;
- b. On-site intervention after intrusion signal and / or alarm signal related to room temperature report shall 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 shall 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 shall 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 shall 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 shall 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.

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

The activities will be performed at the SJU premises:

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

For Lot 1, the allocated desk is on the 4th 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 3 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 allocated budget for this call for tenders is 278,460.00 EUR (VAT excluded).

Per lot, this budget corresponds to:

Lot 1: The maximum allocated budget for this contract is **122,400.00 EUR (VAT excluded)**, including all possible renewals. This amount includes the additional on-site services to be invoiced by the tenderer (see Annex 4 Lot 1).

Lot 2: The maximum allocated budget for this contract is **156.060,00 EUR (VAT excluded)**, including all possible renewals, out of which an estimated maximum of **66,000.00 EUR** related to **phase I** for system compliance.

The SJU may negotiate the repetition of similar services entrusted to the selected contractors for a maximum of a 50%⁹ of the total values below indicated in these tender specifications.

3 INFORMATION ABOUT THE PROCEDURE

3.1 Indicative timetable

Milestone	Deadline
Launch of this call for tenders	23 March 2021
Deadline for requesting additional information/clarification from the SJU (Q&A will be managed through eTendering)	No later than 6 calendar days before the closing date for reception of tenders
Last date on which clarifications are issued by SJU (Q&A will be managed through eTendering)	No later than 6 calendar days before the closing date for reception of tenders
Deadline for the submission of the request to participate in the mandatory visit (see invitation to tenders)	13 of April 2021
Mandatory visit of the SJU premises¹⁰	20, 21, 23 of April 2021
Deadline for the submission of tenders	20 May 2021
Notification of award	Mid-June 2021
Service contract signature and starting date of the Study activities	August 2021
Starting date of activities for implementation of security system compliance (Lot 2, phase I)	August 2021
Starting date of activities for Lot 1 and Lot 2 (phase II)	October 2021 (see draft contract)

⁹ As per Point 11.1 (e) (for services) and (f) (for supplies) of Annex 1 to the 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

¹⁰ See section 3 of the Invitation to tenders

3.2 Subcontracting

Subcontracting is permitted in the tender but the contractor will retain full liability towards the SJU for performance of the Service contract as a whole.

Subcontractor(s) must, as a general rule, satisfy the exclusion criteria as listed in section 4.2. of this Tender specifications. In case subcontractors are identified for the performance of critical tasks, the SJU reserves the right to request evidence on selection criteria as listed in section 4.3 of the Tender specifications.

If the identity of the intended subcontractor(s) is already known at the time of submitting the tender, the Tenderer must identify the subcontractor(s) according to the provisions defined above.

Tenderers must give an indication of the proportion of the Service contract that they intend to subcontract.

Tenderers are required to identify subcontractors, if any, whose share of the contract is above 10%.

If the identity of the sub-contractor(s) is not known at the time of submitting the tender, the tender who is awarded the contract will have to seek and receive SJU's prior written authorisation before entering into a subcontract.

Please, note that solely the main contractor retains full liability towards the SJU for the performance of the contract as a whole. Accordingly:

- the SJU will treat all contractual matters (e.g. payments) exclusively with the main contractor, whether or not the tasks are performed by a subcontractor;
- under no circumstances can the main contractor avoid liability towards the SJU on the grounds that the subcontractor is at fault.

Where no subcontractor is given, the services will be assumed to be carried out directly by the contractor.

During the service contract execution, the change of any subcontractor identified in the tender will be subject to prior written approval of the SJU.

4 ASSESSMENT OF THE TENDERS AND AWARD OF THE CONTRACT

4.1 Introduction

The evaluation is based solely on the information provided in the submitted tender. It involves the following:

- Verification of non-exclusion of tenderers on the basis of the exclusion criteria;
- Selection of tenderers on the basis of selection criteria;
- Verification of compliance with the minimum requirements set out in these tender specifications;
- Evaluation of tenders on the basis of the award criteria;

The SJU will assess these criteria in no particular order. The successful tenderer must pass all criteria to be awarded the contract.

The aim of the evaluation 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 tender 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.

Please note that all the following paragraphs are applicable to both, Lot 1 and Lot 2. Points 4.3.3.1 and 4.5.1 hereunder lay down specificities applicable to each Lot.

For tenderers established in the United Kingdom:

Please be aware that following the entry into force of the EU-UK Withdrawal Agreement¹¹ on 1 February 2020 and in particular Articles 127(6), 137 and 138, the references to natural or legal persons residing or established in a Member State of the European Union are to be understood as including natural or legal persons residing or established in the United Kingdom. UK residents and entities are therefore eligible to participate under this call.

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 subcontractors already identified at this stage, shall provide evidence **of not being in any** of the situations of exclusion listed in the Declaration on honour attached hereto in Annex 1.

As an **evidence** thereof, the tenderer tenderers, and any possible subcontractors already identified at this stage, must provide a Declaration on honour (see Annex 1), duly signed and dated, stating that they are not in one of the situations listed therein.

Where parts of the services are intended to be subcontracted the tenderer has also to ensure that the subcontractors satisfy the exclusion criteria. Where a consortium is submitting a tender, each member of consortium must provide the required Declaration on honour. When a new subcontractor is identified and proposed to SJU during the implementation of the contract, the new entity must submit the same evidence requested to subcontractors identified at the moment of the submission of the tender.

Possible remedial measures are also specified in Annex 1.

Nota Bene:

Before the award decision, the SJU may request documentary evidence on compliance on the exclusion criteria set out in the present tender specifications. All tenderers are invited to prepare in advance the documents related to the evidence, since they may be requested to provide such evidence

¹¹ Agreement on the withdrawal of the United Kingdom of Great Britain and Northern Ireland from the European Union and the European Atomic Energy Community

within a short deadline. Failure to provide valid documentary evidence within the deadline set by the Contracting Authority shall lead to the rejection of the tender for the award of the contract, unless the tenderer can justify the failure on the grounds of material impossibility.

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

For any further information on the document to be provided by national practitioners, please refer to the following web page: <https://ec.europa.eu/tools/ecertis/search>.

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 were issued not more than one year earlier and that they are still valid at dispatch of the information for candidates and tenderers. In such a case, the tenderer shall declare on his honour that the documentary evidence has already been provided in a previous procurement procedure, provide reference to that procedure and confirm that no changes in his situation have occurred.

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.

Please note that in this 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.

Before the award decision, the contracting authority may request documentary evidence on compliance with the selection criteria set out in the present tender specifications. All tenderers are **invited to prepare in advance the documents related to the evidence**, since they may be requested to provide such evidence in a short deadline. In any event, the tenderer proposed by the evaluation committee for the award of the contract, will be requested to provide such evidence.

Failure to provide valid documentary evidence within the deadline set by the Contracting Authority shall lead to the rejection of the tender for the award of the contract, unless the tenderer can justify the failure on the grounds of material impossibility.

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:

1. The tenderer shall provide a fully filled-in Legal entities' form, including all its supporting documentation.
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:

Proof of economic and financial capacity shall be furnished by one or several of the following documents:

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 which shall be at least twice the annual estimated value per Lot.;

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

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 quality levels:

1. The tenderer shall:
 - i. Have the professional capacity to perform the contract. The tenderer must possess relevant authorisations under Belgian/European law to perform national security services as required in the terms of reference.
 - ii. Be authorised under Belgian/European law, by the competent authorities as well as by the Security Guarding Company that employs the tenderer's staff.
 - iii. Have knowledge of Data Protection and expertise implementing privacy solutions in line with European legislation in this field¹².

¹² Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (Text with EEA relevance), and

2. The tenderer shall include in its offer a team of people assigned to the provision of the services. Such a team shall be composed of the following professional profiles:
 - i. **This requirement is applicable to both lots:** 1 contract manager who will be the interlocutor with SJU, who must have at least 3 years of relevant experience.
 - ii. **This requirement is only applicable to lot 1:** sufficient dedicated security agents (at least 2) enabling timely service provision to the SJU with at least 2 years' experience in security services
 - iii. **This requirement is applicable to both lots:** All team members must have (including those not mentioned above, if any):
 - at least 1 year of relevant work experience in security related services in business environment;
 - good written and oral command of English - at least B1 level - and French – at least C1 level (reference is made to Common European Framework of Reference for Languages or equivalent).
 - iv. **This requirement is applicable to both lots:** Expert or responsible on data protection or a data protection officer who will be the contact point with the SJU DPO. This profile does not need to be under the team of the tenderer, could be an external resource.

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. Certification on data protection, security, privacy for the expert or responsible on data protection;
 - iv. Evidence of working authorisation under Belgian/European law;
 - v. 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;
 - vi. Three recommendation letters 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).

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

REGULATION (EU) No 2018/1725 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC

4.4 Minimum requirements

The evaluation committee will check the technical tender form for compliance with the minimum requirements set out in the technical specifications.

Any tender which departs from the requirements set out in the tender specifications or which fails to meet all those requirements shall be rejected on the grounds of non-compliance with the tender specifications and will not be evaluated.

The tender shall be in compliance with:

- the legislation applicable in the field as well as with applicable environmental, social and labour law obligations established by Union law, national legislation, collective agreements or the international environmental, social and labour law conventions listed in Annex X to the Directive 2014/24 EU. The tenderer will declare in the Declaration on Honour on Exclusion Criteria and Selection criteria (Annex 1) being compliant with these requirements
- applicable legislation on protection of natural persons with regard to the processing of personal data and in particular with Regulation (EU) 2016/679 (EU GDPR)
- 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
- 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, as last amended by the Directive (EU) 2015/1794 of the European Parliament and of the Council of 6 October 2015.

All compliant tenders will be evaluated according to the award method described below.

4.4.1 Evidence to be provided:

Relevant section of the Declaration on honour (see Annex 1).

4.5 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.

4.5.1 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
<p>I. Organisational aspects:</p> <ul style="list-style-type: none"> - Quality of the organisation of the services on the basis of the daily planning proposed for the implementation of the services and their reporting, including incident communication and possible personal data breaches - Quality of the proposed measures to minimise on-site replacement delays, transfer of procedures and means of access, and training of replacements 	50
<p>II. Quality and relevance of the Methodology:</p> <ul style="list-style-type: none"> - Understanding of the domain(s) and services to be provided - Appropriateness of the whole proposed methodology for achieving the SJU's objectives - Quality of the services 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, including impact on data protection 	40
<p>III. Quality assurance of contract management:</p> <ul style="list-style-type: none"> - Continuity of services - Timely response and delivery 	10
Score Award Criteria	100

Award Criteria LOT 2		Maximum available	
I.	Organisational aspects, quality of reporting, including quality and clarity of proposed premises intervention report templates (Phase II)	10	
II.	Quality and relevance of the Methodology:	80	
	- Understanding of the domain(s) and services to be provided - Quality of the proposed system compliance, including the interventions, list of items to be kept and changed, the detailed planning of installation, testing and migration (Phase I) - Appropriateness of the whole proposed methodology for achieving the SJU's objectives (Phase II)		20
	- Quality of the proposed mapping of the processing activities per systems proposed in line with the guidance for international transfers		15
	- Means used for compliance with the required service for monitoring signals/alarm messages and communication line (Phase II)		15
	- Means used for the respect of scenarios and procedures existing within the SJU in case of intervention following any signals (Phase II)		15
	- Clarity of the standard maintenance package - Clarity of the types of potential malfunctions and relevance and response time towards malfunction categories (Phase II)		15
III.	Quality assurance of contract management:	10	
	- Continuity of services (Phase II) - Timely response and delivery		
Score Award Criteria		100	

4.5.2 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 the financial offer (ad hoc Annex 4 for Lot 1 and Lot 2).

All tenders must contain a separate financial offer following the template attached to the tender specifications in Annexe II and in line with the requirements detailed in section 2 above.

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.

Score tender Y =

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

5 Annexes

- ANNEX 1 – Declaration on honour
- ANNEX 2 – List of public holidays of the SJU for the year 2021 (indicative)
- ANNEX 3 – Provisional agenda for the kick-off meeting
- ANNEX 4 – Ad hoc per Lot Excel sheet financial offer form
- ANNEX 5 – Security Systems Compliance
- ANNEX 6 – Declaration of Confidentiality
- ANNEX 7 - Plans of the SJU premises
- ANNEX 8 - Mapping on DP processing per system

ANNEX 2 – List of public holidays of the SJU for the year 2021 (Indicative)

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

1 January	Friday, New Year's Day
1 April	Maundy Thursday
2 April	Good Friday
5 April	Easter Monday
13 May	Thursday, Ascension Day
14 May	Friday, the day after Ascension Day
24 May	Whit Monday
21 July	Wednesday, Belgian National Holiday
1 November	Monday, All Saints' Day
2 November	Tuesday, All Souls' Day
23 December to 31 December	Thursday – Friday (7 end of year days)
TOTAL	17 days

ANNEX 3 – 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 4 – (ad hoc per Lot Excel sheet financial offer form (to be submitted))

ANNEX 5

PHASE I - f-Security systems compliance – detailed list of elements included in the price and planning of installation

To be included in the Technical Offer

- 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.)

ANNEX 6 – Declaration of Confidentiality

Legal entity/tenderer:

Legal address:

.....

.....

I, the undersigned,, in my role as legal representative of the above-mentioned legal entity (receiving party), undertake to respect the confidentiality of:

Any confidential information made available to me at the date of the visit.... Which is held in the framework of the call for tenders ref. SJU/LC/0159-CFT for “Lot 1 - Security related services: guarding]/[Lot 2 - Security related services: monitoring of alarm, intervention on premises and maintenance of security systems”.

Definitions:

.1. “Confidential Information” means any and all information, materials, drawings, know-how or data relating to the performance of the Contract, which is accidentally known, disclosed or given by SJU either directly or indirectly, whether in writing or by any other means. “Confidential information” includes but is not limited to, formulae, designs, simulations, processes, manufacturing methods, proprietary, technical, operational and financial data, information relating to the performance and output of research and development activities, cost and pricing data as well as business plans, customer lists, studies, reports, quotations, offers and any notes, analyses, compilations, interpretations, memoranda or other documents.

.2. “Staff” means any permanent or temporary employee, contractor, consultant, service provider, seconded personnel, sub-contractor, or a person engaged under a formal arrangement with the receiving party to an extent such person's actions are attributable to that Party.

.3. “Affiliate” means any company or entity controlled by or under common control with the relevant Party where "control" means direct or indirect ownership of at least 50% of the voting stock or interest in a company or entity, or control of the composition of the board of directors.

.4. "Permitted Purpose" means: use of the confidential information exclusively with the aim to prepare and submit a tender in the framework of the call for tenders ref. SJU/LC/0159-CFT.

Scope:

.1. The receiving party shall not disclose, transfer or make available in any way to any third party such Confidential Information or any portions thereof. The receiving party shall make use of any such Confidential Information only and strictly limited to the Permitted Purpose. Confidential information shall be treated and archived by using tools that ensure a degree of confidentiality in line with the obligations arising from this declaration.

.2. The receiving party may disclose Confidential Information to their Affiliates and Representatives on a need-to-know basis and agrees to be responsible for any breach of this Agreement committed by its Representatives or its Affiliates to the same extent as if such were a subject to this confidentiality declaration.

Access to staff:

The receiving party shall ensure that its Staff or the Staff of its Affiliate or the Staff of its Representatives who enjoys access to the Confidential Information is bound by a confidentiality agreement or a legally equivalent arrangement or provision which enables to drafting and submitting the tender in reply to the call for tenders ref. SJU/LC/0159-CFT, and that such Staff is notified that the terms and obligations set in this confidentiality declaration applies to any of their engagement with the Confidential Information.

Duration of the confidentiality commitment:

This commitment of confidentiality shall stay in full force and effect for 5 years as of the disclosure of the confidential information by the SJU.

Return of Information:

The receiving party shall, at request of the SJU, return all Confidential Information in its own as well as in its Affiliates' and its Representatives' possession.

Ownership and intellectual property:

- .1. All Confidential Information, and any proprietary and related right contained therein, including any intellectual property right, shall continue to belong to Tthe SJU. None of the confidential information disclosed shall be interpreted to imply any transfer of ownership from SJU to the receiving party or to constitute a licence to use or exploit by receiving party of the property of SJU.
- .2. The receiving party will respect SJU's proprietary and related rights, including intellectual property rights, which may have been disclosed by the SJU to the receiving party and shall not misuse or claim any title to any such Confidential Information.
- .3. The disclosure of confidential information by the SJU is not intended to, and shall not, constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or formal business entity of any kind.

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 give back any Confidential Information in writing (paper or electronic) or by any other means relating to SESAR Joint Undertaking in my possession upon request of the SJU if the receiving party was not awarded the contract under the above-mentioned call for tenders.

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 (the law of the European Union, complemented where necessary by the substantive law of Belgium) against the receiving party, 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 7 – 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 6 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 6 attached).

NB: During the mandatory visit 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 3 of the Invitation to tender).

ANNEX 8 – Mapping on DP processing per system (see Annex 8 in Word format to be included in the technical offer)

