

**SESAR 3 JOINT UNDERTAKING**

**Call for tenders S3JU/LC/006/CFT -**

**PROVISION OF ICT COORDINATION, CYBER AND INFORMATION SECURITY, QUALITY AND INFORMATION MANAGEMENT SERVICES**

**Open procedure**

**TENDER SPECIFICATIONS**

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# Scope and description of the procurement

## Contracting authority: who is the buyer?`

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

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

The subject of this call for tenders is *“Provision of ICT Coordination, Cyber and Information Security, Quality and Information Management Services*”.

The purpose of this call is to obtain the following services:

* ICT Coordination Services;
* Occasional support services on the topics of Cyber & Information Security, necessary to secure conformance with Regulations including EU 2019/881 and ENISA tools, any upcoming rules in the area EU regulation and conformance with SESAR 3 JU Security, Information management and documentation policies, (including compliance with Regulation (EU) 2018/1725 (EUDPR); and
* Quality Management Services, covering Quality and Information Management activities, suitable to maintain and evolve SESAR 3 JU’s established Quality Management System (QMS) compliant with its Quality Policy and best industry practice standards (ISO9001 etc.), and to provide the administrator support for an existing information management system (IDMS) hosted on SharePoint with its distributed site manager configuration.

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| This call for tenders is divided into three (3) lots:

|  |  |
| --- | --- |
| Lot number | Lot title |
| Lot 1Lot 2Lot 3 | ICT Coordination Services.Cyber and Information Security Services.Quality and Information Management Services. |

Tenders may be submitted for one or more Lots. Each Lot will be assessed independently of any other Lot. Tenders which cover only part of one Lot or are declared as being conditional on the award of any other Lots are not permitted.  |

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

The core business of SESAR 3 JU is to manage research for an improved Air Traffic Management system in Europe. As an independent legal entity, SESAR 3 JU and its Programme Office, consists of approximately 90 people, for whom the SESAR 3 JU operates and manages its own essential operational infrastructure supporting its corporate services. In support of these services, the SESAR 3 JU requires outsourced support for:

1. *An organisation-wide ICT infrastructure and desktop capability:* This and the related technical services are already externalised (out of scope of this call) and largely provided through Eurocontrol as a Founding Member with whom the SESAR 3 JU has special arrangements, along with the European Commission (EC) and other suppliers. The SESAR 3 JU requires an independent ICT service delivery coordination role, provided as an integral part of SESAR 3 JU, to be the local focal point for the staff of the SESAR 3 JU and to manage a complex set of interfaces, policy and regulatory compliance requirements. The objective for the support services is to secure continuous availability of ICT services with no significant outages and to meet all security, data protection and user operational needs.
2. *Data Protection and Cyber Security support*: Increased significance is now placed on risk mitigation of possible ICT outages, data protection, data breaches and cyber hostage events. The SESAR 3 JU applies risk mitigation by maintaining compliance with the latest industry best-practice ICT security configurations. While SESAR 3 JU outsourced ICT suppliers are responsible for their parts, it remains the responsibility of SESAR 3 JU to maintain a complete system configuration view and to ensure overall compliance with security and information/data protection obligations. This compliance includes but is not limited to any upcoming rules in the area EU regulation and SESAR 3 JU Security, Information management and documentation policies as well as EUDPR. The objective for the services requested in this call are to provide SESAR 3 JU support in delivering on its role stated above.
3. *An organisation-wide Quality Management System (QMS) and Information Management System:* the QMS is implemented around the principles of ISO9001 and is already in place at SESAR 3 JU. The system requires ongoing support from a designated Quality Manager function and associated services, responsible for maintaining the overall coherence across all processes, guiding process owners and presenting proposals for change to the responsible control board (QICT). The scope of the services required is for an independent Quality Management Coordinator acting as an integral part of SESAR 3 JU whose delivered services include administrator services for maintenance of the QMS, its associated processes, procedures and the overall information and process continuous improvement implemented by selective inspections and then providing recommendations to management. As the QMS is implemented as part of the organisations electronic information and document management system (IDMS) using SharePoint. In the near future it is planned to introduce and integrate the European Commission’s HAN (Hermes, ARES, NomCom) record management capability into the information architecture.

The structure of this call for tenders into three Lots is driven from these three distinct service needs that have been summarised above and that are now further detailed in the following sub-sections.

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

### Background and objectives

The result of this procurement action is for SESAR 3 JU to secure the provision of essential services, from across all three Lots that will as a result benefit the whole organisation. SESAR 3 JU externalises specialist support to meet its needs whilst maintaining its core business capacity. These services are to be delivered as part of a set of overall Corporate Services of SESAR 3 JU, supervised by a designated member of SESAR 3 JU staff and its Quality and ICT Committee (QICT), which meets once a month. The objectives described below shall also form part of the minimum requirements:

#### **Objectives for Lot 1 – ICT Coordination Services**

Any person(s) delivering the contracted services shall either already have a security classification to the level of EU/NATO Secret or be in a position to be security cleared on the date when the contract implementation/service delivery shall start. The tenderer shall provide proof thereof in their tender.

Services delivered under this Lot are intended to be primarily delivered from SESAR 3 JU premises. Services to be provided to SESAR 3 JU shall be performed in English and include, but not be limited to:

1. **Technical expertise:** Documenting for approval, an evolving technology and information strategy by identifying the technical solutions to put in place; understanding and challenging the services of the ICT suppliers/service providers and their proposed solutions in the context of meeting agreed user needs, system configuration constraints, alignment with Eurocontrol ICT system configuration where possible, data protection and security obligations by intervention at architecture, system design and implementation levels as well as support (1st and 2nd line);
2. **Governance & Communication:** Implementing SESAR 3 JU governance rules by preparing and actively participating in the QICT Committee, monitoring ICT infrastructure and service delivery performance and reporting on it to the QICT Committee. Where needed preparing user communication and training activities;
3. **Supplier management:** Coordinating the ICT activities between SESAR 3 JU, representing its users, and the external ICT suppliers/service providers who deliver the operational services;
4. **Service configuration/delivery management:** Preparing service agreements, independently validating and measuring the services delivered by the external SESAR 3 JU ICT suppliers/service providers and liaising with and communicating to SESAR 3 JU management and users;
5. **Contract management:** Under the supervision of SESAR 3 JU, act as technical expert to monitor SESAR 3 JU ICT contracts and to participate in the procurement activities;
6. **Project management:** Acting as technical expert of SESAR 3 JU ICT project activities, whether the projects are led by external ICT suppliers/service providers or result from internal corporate initiatives requiring the involvement of SESAR 3 JU ICT;
7. **ICT Financial management:** Proposing the yearly SESAR 3 JU ICT budget in the context of the Biannual Work Plan preparation and monitoring its consumption by participating in the financial workflows as a technical expert of SESAR 3 JU and in the follow-up meetings with the external ICT suppliers/service providers;
8. **ICT Asset management:** Maintaining the list and configuration of assets owned/rented by SESAR 3 JU and the lifecycle management of the owned and rented assets;
9. **Process documentation/implementation, continuous improvement:** Advising SESAR 3 JU on service improvement activities, including process documentation;
10. **Compliance with Data Protection Regulation 2018/1725 (EU DPR):** Acting in full compliance with Data Protection rules applicable to SESAR 3 JU, including preparation of necessary data protection records on ICT related processing activities and small-scale data protection impact assessments (DPIAs) or steering the preparation for large-scale data protection impact assessments when support from contracted external providers is necessary. Further, the DPO should be considered as a stakeholder of all IT projects and shall be involved to facilitate the protection of any personal data processed by the respective IT system. Data protection requirements shall be maintained and reviewed throughout the lifecycle of each IT project and the successful tenderer shall consult the DPO for a comprehensive overview of data protection requirements. All life cycle phases (inception, elaboration, design, construction, deployment and maintenance) of an IT system shall comply with the provisions of the EUDPR.

#### **Objectives for Lot 2 – Cyber & Information Security Services**

Any person(s) delivering the contracted services shall have a security classification preferably to the level of EU/NATO Secret. The minimum level of the personal security clearance of any person(s) delivering the contracted services shall be CONFIDENTIEL UE/EU CONFIDENTIAL according to the [Commission Decision (EU, EURATOM) 2015/444](http://data.europa.eu/eli/dec/2015/444/oj). Such security credentials shall have been validated by the relevant EU Member State(s) in accordance with Article 15 (2) second paragraph of [EDIDP Regulation](http://data.europa.eu/eli/reg/2018/1092/oj).

For services delivered under this Lot, it is not foreseen to have a defined service window for attendance at SESAR 3 JU premises as much of the work can reasonably take place at the contractor's premises. Some attendance at SESAR 3 JU premises must be expected and so the location of the contractor shall enable attendance to SESAR 3 JU premises within 2 hours and at no additional cost to SESAR 3 JU. The scope of the services is defined below, while the level of effort required to deliver the services will vary depending on the service request. Services to be provided to SESAR 3 JU shall be performed in English and may include, but not be limited to:

1. **Cyber & Information Security Expertise:** to develop an understanding of SESAR 3 JU ICT and information configuration and the associated security requirements (data protection, security obligations and organisational needs) in order to create and maintain a SESAR 3 JU Cybersecurity strategy and plan. Then to systematically monitor and assess the preparedness to threats, ensure that mitigations are in place, suitable recovery scenarios are available and SESAR 3 JU staff and contractors are appropriately trained.
2. **Data Protection Expertise:** in order to show compliance with the regulations applicable to SESAR 3 JU (EUDPR). The contractor shall contribute substantially to the performance of large Data Protection Impact Assessments (DPIAs) that would be unable to be performed with limited resources available in SESAR 3 JU (e.g. transition of the SESAR 3 JUs existing on premise SharePoint implementation to SharePoint in the cloud, integrated with MS TEAMS). These assessments shall analyse, identify and minimise the data protection risks resulting from proposed evolution/changes in the ICT and Information management of SESAR 3 JU.
3. **ICT Business Continuity:** linked closely with the cyber and information security management services above, is the need to ensure the ICT part of SESAR 3 JU business continuity management plan is kept up to date. Specifically, that the plan contains an appropriate set of assessed scenarios (involving ICT) the consequences and actions to be taken by the organisation and clear instructions for all persons working at or with SESAR 3 JU should the plan need to be made live. The SESAR 3 JU already has such a plan dating from 2016, the responsibility of the selected contractor is to begin with a review, propose updates and provide content to SESAR 3 JU that will refresh the plan, including providing related SESAR 3 JU staff training, as appropriate. Linked to the cyber security point above, the future contractor may also be invited to perform penetration tests in support of testing the cyber and business continuity arrangements.

#### **Objectives for Lot 3 – Quality and Information Management Services**

Services delivered under this Lot are intended to be primarily delivered from SESAR 3 JU premises. The services to be provided to SESAR 3 JU shall be performed in English and include:

1. **Quality Management:** This service is to be delivered in accordance with best practices and standards, including ISO9001. This includes responsibility for performing the role of Quality Manager for SESAR 3 JU, specifically advocating, a quality culture across SESAR 3 JU, maintaining the Quality Management System (QMS) in accordance with SESAR 3 JU Quality Policy and Quality Manual, and training staff from awareness to competence in process creation and their management.
2. **Information & document management:** This service is responsible as administrator and Document Manager to maintain SESAR 3 JU’s information structure and to provide support, functional and technical advice for the maintenance and evolution of its Information and Document Management System (IDMS) and the introduction of the European Commission’s HAN (Hermes, ARES, NomCom) capability.

The services across all three Lots are further explained as service delivery requirements, tasks and essential deliverables in more detail in Section 1.4.2 below.

### Detailed characteristics of the purchase

The services that are the subject of this call for tenders, including any minimum requirements, are further described in detail for each Lot below:

#### **Lot 1 - ICT Coordination Services**

The service delivery requirements and tasks introduced in 1.4.1 (Lot 1) above, are inspired from Information Technology Infrastructure Library Version 4 (ITIL 4) and further detailed below, along with other conditions applicable to the service delivery, task activity or production of a deliverable:

1. **Senior technical expertise for coordination of ICT services provided to SESAR 3 JU**
2. Day-to-day coordination of all ICT activities with a view to secure the adequate definition, implementation/deployment, operation and delivery to users of SESAR 3 JU ICT services;
3. Review of SESAR 3 JU ICT configuration documentation produced by the ICT Service providers, to ensure that it is clearly connected to the agreed and documented strategy and can be understood by non-ICT professionals. Undertake quality control and critical review of the delivered documentation prior to their submission to SESAR 3 JU by the ICT service providers;
4. Technical advice for the maintenance / update of SESAR 3 JU ICT strategy and associated services, including SESAR 3 JU ICT architecture, in the form of notes, reports and/or presentations to the executive level in support of decisions by the QICT Committee;
5. Translate SESAR 3 JU users functional needs and requirements into technical terms and translate proposed technical solutions into language the ICT users will understand;
6. Identify and enable end-to-end services/solutions to allow SESAR 3 JU to implement its Strategy that corresponds to its operational needs;
7. Ensure full documentation of technical solutions, sufficient to meet operational and service requirements of SESAR 3 JU and suitable for meeting of its Internal Control and Audit obligations;
8. On a regular basis, identify risks and opportunities, and provide proposals for these opportunities to achieve further efficiency gains and cost reduction by leveraging innovative ICT technologies and best practice service performance techniques;
9. Provide technical expertise and advice to the QICT Committee on market trends by carrying out market research and analysis and report on it to SESAR 3 JU;
10. Ensure continuous adequacy between ICT strategy and architecture set up with the external SESAR 3 JU ICT suppliers, in compliance with SESAR 3 JU ICT security standards (policy) and data management regulations.
11. **Contribution to Governance & Communication**
12. Establish and provide the technical contribution to a SESAR 3 JU ICT management plan in the form of data analyses, process analyses, change management plans and ICT architecture presentations to the QICT Committee, subject to its approval, established on a yearly basis and maintained across the year;
13. Advise SESAR 3 JU QICT Committee on the establishment of the yearly ICT management plan;
14. Under the supervision of SESAR 3 JU, act as its technical expert to monitor the continuous delivery of ICT infrastructure and services in application of SESAR 3 JU ICT management plan and report on it to the QICT Committee;
15. Attend SESAR 3 JU QICT Committee meetings (once a month) and provide the QICT Committee with monitoring information on the ICT infrastructure and services implementing the ICT management plan, this shall include the proactive identification and recommendation of agenda items for the QICT Committee or the ICT Steering Committee with Eurocontrol (subject to the QICT Committee chairman’s approval);
16. Provide documentation and information (on technical aspects, costs, risks, user impacts etc.) to support decision making by the QICT Committee;
17. Provide advice to SESAR 3 JU Local Information Security Officer (LISO) on ICT technical matters related to ICT Security and compliance with related EU regulation(s);
18. Document ICT planned and delivered activities in the SESAR 3 JU’s Biannual Work Programme and Consolidated Annual Activity Report, examples available on the SESAR 3 JU public website.
19. **Supplier management**
20. Establish and maintain a day-to-day relationship with the external SESAR 3 JU ICT suppliers/service providers, in view of the role of SESAR 3 JU external senior technical expert;
21. Active participation in coordination meetings with external ICT suppliers/service providers (typically once a month), scheduled or upon specific request; debriefing on these meetings to the SESAR 3 JU person in charge of ICT;
22. Provide technical support to the defined application owners in the relationship with vendors for applications management;
23. Build and maintain constructive relationships with the SESAR 3 JU and Eurocontrol third party suppliers/service providers;
24. Be the Single Point of Contact between SESAR 3 JU and the external ICT suppliers/service providers, interacting with resources such as Service Delivery Managers, Account Managers, Project Managers, etc.;
25. Perform analyses and reports in support to vendor management (e.g. technical and/or management review of contracts) and application management.
26. **Service configuration/delivery management**
27. Assist SESAR 3 JU with it business analysis in setting up Service Level Agreements (SLAs), contributing service design advice, reviewing available service catalogue(s), then conducting appropriate validation and testing before services are introduced into operation;
28. Oversee on-site delivery of ICT Support resource(s) for SESAR 3 JU; feed back to Eurocontrol, and if necessary their subcontractor, if improvements to the service are required;
29. As part of service level management, assess the quality of services provided to SESAR 3 JU and its users (e.g. KPI’s follow-up) and report outcome of consolidated service performance reviews communicated on a monthly basis to the QICT Committee;
30. Review ICT deliverables and cost claims from external ICT suppliers and service providers and provide feedback to originators, escalating as necessary;
31. Coordinate with SESAR 3 JU users and provide feedback to the QICT Committee;
32. Under the supervision of SESAR 3 JU, act as its technical expert to monitor the continuity of service and recommend any improvements or corrective actions;
33. In the case of incidents or defined events that impact the service level to SESAR 3 JU, then manage the incident on behalf of the SESAR 3 JU user community to ensure to a timely restoration of the service(s);
34. Attend scheduled monthly and any ad-hoc technical meetings with the external SESAR 3 JU ICT suppliers/service providers as agreed by SESAR 3 JU, and debriefing to SESAR 3 JU person in charge of ICT, in the form of briefings/notes;
35. Participate to ICT Steering Committee meetings (supervising the ICT services provided by Eurocontrol) every quarter and provide technical expertise representing SESAR 3 JU needs and views;
36. Consolidate availability, capacity and service performance data to report to SESAR 3 JU QICT Committee and advise the QICT Committee, in the form of notes and presentations, for the improvement of service delivery management processes.
37. **Contract management**
38. Assist SESAR 3 JU in setting up specific contracts under framework contracts: Identifying the needs for specific services related to ICT, following the public procurement procedures and contributing to the technical requirements and expected deliverables of the resulting contracts;
39. Monitor the existing contracts regarding expiration dates, administrative & budget provision and performance as set in service level agreements (SLA) in terms of evaluating the delivered services and associated deliverables and determining whether these correspond to the SLAs;
40. Monitor the contractual implementation of the ICT strategy in terms of existing contracts established by SESAR 3 JU or options for new arrangements, by providing memos to the SESAR 3JU person in charge of ICT and/or QICT Committee, on the status of the established and new contractual arrangements;
41. Provide technical expert contribution to, and advice on technical specifications relating to procurement procedures for new ICT contracts and change requests to SESAR 3 JU;
42. Perform technical and contractual analysis and follow-up of change requests with ICT suppliers/service providers;
43. Handle change requests with ICT suppliers/service providers from a technical and contractual point of view.
44. **Project management**
45. Active participation in ICT project meetings led by the ICT suppliers/service providers or in SESAR 3 JU corporate project meetings and provide additional reports, presentations and notes, as relevant, on risks related to ICT projects and recommendations to the person in charge of ICT and report to the QICT Committee on adequate mitigation means;
46. Active participation in Project Steering Committees and Boards, engaging with SESAR 3 JU Local Information Security Officer (LISO) and/or Data Protection Officer (DPO) as necessary prior to these Project Steering Committees and Boards meetings to provide technical expert advice and support on specific IT security and data management aspects;
47. Act as SESAR 3 JU project manager representative in the ICT projects led by the SESAR 3 JU ICT suppliers/service providers or in SESAR 3 JU corporate projects;
48. Regular monitoring of actions from project coordination meetings and monthly reporting on these to the person in charge of ICT, QICT Committee and if required to SESAR 3 JU Executive Director;
49. Identify risks related to ICT projects and propose to the QICT adequate mitigation means, taking into account the specific context of SESAR 3 JU;
50. Draft (if project manager) or review (if member of the project team) the minutes of meetings of internal SESAR 3 JU meetings relating to the ICT projects;
51. Follow up actions stemming from any project coordination meetings;
52. Manage and report on projects to the person in charge of ICT, QICT Committee and if required to the Executive Director.
53. **ICT Financial management**
54. Provide technical analyses for the establishment of an appropriate ICT multi-annual and annual operating and investment budget in line with SESAR 3 JU ICT management plan;
55. Provide technical assessment of received supplier invoices and payment terms and provide feedback to SESAR 3 JU Finance and the person in charge of ICT;
56. Advise SESAR 3 JU on current budget expenditure and forecasting;
57. Participate in and brief the ICT Advisory Committee (in charge of the monitoring of the budget related to the ICT services provided by Eurocontrol) every month;
58. **ICT Asset management**
59. Maintain a list of network and user devices either owned or rented by SESAR 3 JU in collaboration with the external SESAR 3 JU ICT suppliers/service providers, and provide updated information to the SESAR 3 JU QICT Committee on a quarterly basis;
60. Maintain a diagrammatic system configuration of SESAR 3 JU’s asset architecture, including location, connectivity and data types transferred and processed;
61. Keep up to date and report on the list of the assets owned and rented by SESAR 3 JU as well as the dates of entry into service and expected replacement lifecycle;
62. Provide assistance to SESAR 3 JU Facility team during the yearly inventory.
63. **Process documentation, Implementation and continuous improvement**
64. Document and review ICT related processes according to SESAR 3 JU Quality Management System (QMS) needs and the quality management planning;
65. Define and ensure adequate implementation of ICT processes and implementation to support the ICT processes;
66. Advise SESAR 3 JU periodically, in coordination with SESAR 3 JU Quality Manager, on ICT processes and procedures and their compliance and any needs for business service improvement activities;
67. For changes, lead and champion the activity including communicating to users and stakeholders;
68. Coordinate and supervise measures to ensure the correct execution of the ICT-related part of SESAR 3 JU Business Continuity Management Plan.
69. **Compliance with and experience required in the applicable Data Protection Regulation, related to Lot 1**

In addition to compliance with Regulation 2016/679 (GDPR)[[1]](#footnote-2) for processing operations of personal data within the successful tenderer’s own remit, services mentioned above shall be provided in strict compliance with Regulation 2018/1725 (EUDPR)[[2]](#footnote-3) applicable to the SESAR 3 JU as a European Union body. Due to the nature of ICT coordination services, the future contractor will be acting as a processor on behalf of the SESAR 3 JU, and possibly in limited cases as a joint controller in certain specific processing activities of personal data on behalf of SESAR 3 JU.

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

1. Respect of data protection principles included in article 4 of the EUDPR through the whole life cycle of the ICT systems;
2. Timely involvement of Local Information Security Officer (SESAR 3 JU LISO), Local Security Officer (SESAR 3 JU LSO) and Data Protection Officer (SESAR 3 JU DPO) before the decision making and development of any new IT project;
3. Provide the necessary technical expertise to the Controller and in the setting up and management of contracts and projects, including among others the inclusion of technical and organisational safeguards that the external SESAR 3 JU ICT suppliers/service providers should fulfil to guarantee protection of the personal data;
4. Provide technical support to the DPO for the assessment of SESAR 3 JU ICT systems and services in light of Data Protection requirements applicable to SESAR 3 JU.
5. Report, upon request by SESAR 3 JU Data Protection Officer, on technical contribution towards the assessment of compliance with the EUDPR and the EDPS Guidelines. The report shall include the methodology on how SESAR 3 JU shall comply with the EUDPR and the Guidelines of the EDPS in terms of ICT management as relevant in SESAR 3 JU context;
6. Warning SESAR 3 JU Controller and DPO on any processing operations that may be subject to a Data Protection Impact Assessment (DPIA) and conduct a DPIA in case necessary, in line with Articles 39 and 40 of the EUDPR, the relevant Guidelines of the EDPS and the relevant SESAR 3 JU procedure;
7. Proactive approach and strict cooperation in the proposal and implementation of restorative and mitigation action as well as organisational measures, with SESAR 3 JU Controller and DPO in the event of any data breach, in line with Articles 34 and 35 of the EUDPR, the relevant Guidelines of the EDPS and SESAR 3 JU relevant procedure(s);
8. International transfers shall be duly justified by the future contractor and approved in advance and in writing by SESAR 3 JU. In case a processing involves transfers of personal data to third countries or international organisations, the future contractor shall prior to the processing, inform SESAR 3 JU DPO and Controller, about the measures intended to undertake to ensure compliance with Chapter V of the EUDPR in terms of adequacy decision or appropriate safeguards.

**Normal service window conditions related to Lot 1 service delivery**

The future SESAR 3 JU ICT Coordination service provider shall be available all the year except on days identified in SESAR 3 JU yearly Public Holidays planning, by the same ICT professional who will, by default, be located at SESAR 3 JU premises in Brussels, and replaced in the case of exceptional absence.

The only exception to the availability of service delivery from SESAR 3 JU premises is for either occasional attendance to the premises of a SESAR 3 JU ICT supplier when essential to meeting the obligations described in the tender or with a case by case request and SESAR 3 JU agreement for working from the contractor premises for example for the preparation of reports or consulting with colleagues on a detailed/complex task.

The hours of the ICT services will be from 08.00 until 19.00, from Monday until Friday. The presence of the contractor is required in SESAR 3 JU premises during core service hours except if agreed tasks are being performed at a different location, described above.

The core service hours are 09.30 am -12.30 am and 14.00 am -16.30 am on Monday to Thursday and 09.30 am -12.30 am and 14.00 am -16.00 am on Friday. The contractor will be required to guarantee availability of ICT coordination service/support on-site for at least 8 hours per day respecting the core hours and within the core Service Window.

Services on-site shall be provided for a minimum of 225 days per year.

SESAR 3 JU will provide authorisation for the contractor to receive an access badge allowing entry to the building and offices. The contractor shall in no case lend the badges to someone or leave the badges behind. In the event of loss or theft, the contractor shall immediately notify SESAR 3 JU official contact point of any missing items.

The services subject of this call for tenders must be provided in compliance with all rules applicable within SESAR 3 JU’s premises. SESAR 3 JU reserves the right to exceptionally deny access to its premises if necessary. Upon termination or expiry of the contract, contractor’s staff members must immediately clear SESAR 3 JU’s premises and return all items and information held.

**Exceptional service window conditions related to Lot 1 service delivery**

In exceptional circumstances, SESAR 3 JU may request the contractor to provide on-site support outside of the service window hours detailed above. The implementation of the exceptional support requested outside the service window and over the daily hours to be granted will be managed by ad-hoc purchase orders. The contractor shall send by email to SESAR 3 JU the counter-signed purchase order within three working days. In case of emergency interventions, the purchase order can also be sent a posteriori.

**Service continuity related to Lot 1 service delivery**

In order to ensure continuity of services the future contractor must identify and indicate in the tender, key personnel (including replacements) that will provide services on site. The delivery of ICT coordination services over a period of 225 days per year requires the ICT coordination service provider to manage periods of absence of its key personnel and to provide evidence on the replacement of personnel following SESAR 3 JU’s request. In the event of work absence of its staff, the selected contractor shall be bound to perform the services defined in the current tender specifications at the same quality level.

The selected Contractor must ensure that any person involved in the performance of the Contract has the professional qualifications and experience required for the performance of the tasks assigned to him/her. At any time during the execution of the Contract, in the event that SESAR 3 JU finds that the persons in charge of the performance of the services do not satisfy the requirements of SESAR 3 JU as formulated in these specifications, the contractor shall be bound to propose within five (5) working days to replace this person with another staff member complying with all the professional qualifications listed in these tender specifications for guaranteeing the quality of the service.

The selected Contractor must provide the training programmes necessary to ensure a constant high quality of services by the key personnel. Any replacement provided by the contractor shall grant the service quality level described in these tender specifications.

**Service transition arrangements related to Lot 1 service delivery**

At the beginning of this contract, handover arrangements from the previous service provider will be in place. In summary, the existing service provider will make available a handover pack of sufficient information to understand and implement the service responsibilities and obligations, and support a period of 2 months of parallel working with the new service provider. This is planned as one month for the new service provider to shadow the existing provider and a second month where the existing service provider will have to provide support, as requested, to the new service provider.

At the end of this contract, the 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 SESAR 3 JU and/or the next contractor with all the necessary information to continue the services.

The handover arrangements will be further defined 6 months before the end of the contract.

#### **Lot 2 - Cyber & Information Security Services**

The service delivery requirements introduced in 1.4.1 (Lot 2) above are further detailed below, along with other preliminary conditions applicable to the service delivery.

The below is an indicative (non-exhaustive) description of possible services and their related requirements to be requested from the selected contractor during the lifetime of the framework contract duration. The exact services within the three distinctive areas (a, b, c) below, will be further defined and refined, as the case may be, on the basis of the specific needs of the SESAR 3 JU and implemented through the specific contracts.

1. **Cyber & Information Security Services**

The selected contractor may first be asked through a future Specific Contract to perform an analysis to secure a complete understanding of SESAR 3 JU’s ICT configuration and the security & data protection requirements (by regulation, as mentioned in section 1.2, and security policy). This will form a deliverable to the SESAR 3 JU and the combination of this knowledge and the cybersecurity expertise brought by the selected contractor’s expert(s) shall be used to coordinate and deliver a SESAR 3 JU cybersecurity strategy. The strategy shall include the approach recommended to be used, and propose practical aspects for implementation, to ensure that technologies exploited, digital systems deployed, services rendered, assets in use and information exchanged are adequately secure and protected. Upon the agreement of the strategy, the expert(s) shall produce a plan to implement the practical solutions and include options on how to anticipate and therefore further enhance SESAR 3 JU cyber & information security implementation. The expert(s) shall investigate the role that implementing an Information Security Management System (ISMS) can play in the pro-active protection of SESAR 3 JU information assets and the continuous availability of the ICT systems.

The implementation of a cybersecurity strategy may include development of complementary policies, procedures and guidelines as well as communication, training of staff at all levels and the development of an appropriate culture in SESAR 3 JU and its suppliers/contractors. These policies, procedures and guidelines shall take account of the ongoing role of EUROCONTROL in the delivery of ICT services to the SESAR 3 JU and ensure SESAR 3 JU is fully compliant with cybersecurity standards and regulatory frameworks. The leadership roles of SESAR 3 JU’s appointed Local Information Security Officer (LISO) and Data Protection Officer (DPO) is to be integrated into this work. The selected contractor’s expert(s) shall advise SESAR 3 JU LISO and DPO as well as work with staff of Eurocontrol security on ICT related security matters and with SESAR 3 JU staff and contractors on ICT and Document Management information security matters.

The cyber & information security expertise described here is also essential to be applied in the services of both Data Protection and ICT Business Continuity management requested as a part of this Lot and described below.

Over the full duration of this framework contract, the selected contractor shall be requested, through specific contracts, to maintain, test and continuously improve the cybersecurity portfolio of policies, procedures & guidelines and assess and report their regulatory and best-practice compliance, and where improvements should be made. This shall take into account evolving standards, best-practices, threat environment and risks applicable to SESAR 3 JU. Risk assessments must be coordinated with the existing risk management activities as part of the established Internal Control procedures at SESAR 3 JU. Risk identification shall include an assessment of the threat, the vulnerability SESAR 3 JU faces and any likely impact. Treatment options and recommendations shall be proposed at any time that a risk is identified or changes its probability or severity. Any investment needs that are recommended to be put in place by SESAR 3 JU shall be accompanied by an estimate of costs to help establish the appropriate SESAR 3 JU budget planning.

The selected contractor’s expert(s) shall develop material to support any necessary SESAR 3 JU Quality Management System (QMS) process and procedures required to support staff in their work, either during normal, exceptional or business continuity working arrangements. This information shall be provided as part of a deliverable in the form of a proposal to SESAR 3 JU.

1. **Data Protection Services**

SESAR 3 JU may, at times to be determined by SESAR 3 JU, task the contractor to provide detailed Data Protection Impact Assessments (DPIA) for current or new ICT applications or configurations. The DPIAs are especially required where a type of processing is likely to result in a high risk to the rights and freedoms of natural persons due to the use of new technologies, and the nature, scope, context and purposes of the processing concerned. When required, the services to be delivered shall necessarily use the knowledge already established under the services of cyber & information security above and will require coordination with SESAR 3 JU staff and contractors.

International transfers shall also be duly identified, justified and approved in advance and in writing by SESAR 3 JU. In case a processing involves transfers of personal data to third countries or international organisations, the future contractor may be required under a specific contract, and prior to the processing, to inform SESAR 3 JU DPO and Controller about the advised measures to be undertaken to ensure compliance with Chapter V of the EUDPR in terms of adequacy decision or appropriate safeguards.

In particular, on request, the successful tenderer shall be required to draft a DPIA report with the assistance of the SESAR 3 JU DPO, which will include:

* a systematic description of the envisaged processing operations and the purposes of the processing;
* an assessment of the necessity and proportionality of the processing operations in relation to the purposes;
* an assessment of the risks to the rights and freedoms of data subjects;
* the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of personal data and to demonstrate compliance with the EUDPR taking into account the rights and legitimate interests of data subjects and other persons concerned;
* a data flow diagram explaining:
* the personal data processed by the ICT application in scope
* the recipients;
* the retention period;
* the storage medium;
* the supporting assets and ICT infrastructure.
1. **ICT Business Continuity Services**

Under this specific service area, the selected contractor may be requested to provide the SESAR 3 JU with specific support related to development and maintenance of its business continuity management plan and associated activities.

Delivery of this service is closely linked to the cyber & information security management services of this Lot. SEAR 3 Joint Undertaking has a business continuity management plan dated 2016 whichhas to be revised based on changes in the ICT and Information configuration since it was baselined. The service that may be requested is to update and maintain the ICT aspects of the plan, including maintaining the clear instructions available to all persons working at or with SESAR 3 Joint Undertaking. The information already gathered as part of this Lot through cyber and information security expertise will play a key role in enabling this service to be delivered efficiently.

In addition to the plan, an ongoing risk assessment is required to secure planning and preparedness to evolving threats and incidents, their recovery scenarios and all follow-up recommendations and implementation into future editions of the business continuity management plan. Associated with maintaining the business continuity management plan is the need to conduct a periodic assessment, with some form of testing every 2-3 years as well as maintaining the procedures in SESAR 3 Joint Undertaking Quality Management System. The contractor may be requested to follow up on the results of business continuity testing and/or paper assessments by delivering a report containing the results and any recommendations for improvement for consideration by SESAR 3 JU.

In the event of cybersecurity incidents, the selected contractor may also be requested to provide support to SESAR 3 Joint Undertaking on incident preparedness, response and recovery; coordinating with other contractors or organisations as necessary to minimise the impact to operations of SESAR 3 Joint Undertaking.

**Service availability related to Lot 2 service delivery**

In order to ensure the availability of services the future contractor must identify a senior specialist consultant (project coordinator) designated to lead and coordinate specific contract(s). The selected contractor must also indicate in the tender key personnel (including replacements) that will be available to be engaged in service requests (specific contracts) and an overview of the team of supporting persons with the necessary skills/expertise (covering the scope described for Lot 2) to meet the requirements of the SESAR 3 JU.

The selected contractor must ensure that any person involved in the performance of the awarded specific contract has the professional qualifications and experience required for the performance of the tasks assigned to him/her. At any time during the execution of the specific contract, in the event that SESAR 3 JU finds that the person(s) in charge of the performance of the services do not satisfy the requirements of SESAR 3 JU as formulated in these specifications/requests for services, the selected contractor shall be bound to propose within five (5) working days to replace this person with another person complying with all the professional qualifications listed in these tender specifications for guaranteeing the quality of the service.

#### **Lot 3 - Quality and Information Management Services**

The service delivery requirements and tasks introduced in 1.4.1 (Lot 3) above, are further detailed below, along with other conditions applicable to the service delivery.

1. **Quality Management Services**

While SESAR 3 JU has already implemented an organisation-wide Quality Management System (QMS) around the principles of ISO9001, the organisation requires the selected contractor to provide Quality Management Services to the SESAR 3 JU, including the function of designated Quality Manager. The Quality Manager role is responsible for maintaining and updating the quality systems and the overall coherence across all processes, guiding process owners and presenting proposals for change to the responsible control board.

The scope of the services required under the future contract also includes administrator role services for maintenance of the QMS, its associated processes, procedures and the overall information and process continuous improvement implemented by selective inspections and providing recommendations to SESAR 3 JU management.

This service shall ensure a best-practice, European Commission (EC) compliant and high-performing SESAR 3 JU Corporate quality management framework and the integration of this with the rest of SESAR 3 JU management and control activities (in particular, ICT management, internal control, information management). In particular to:

1. Advocate a quality culture and raise SESAR 3 JU staff awareness in this respect;
2. Maintain the EC compliant quality management framework and internal control framework as implemented through SESAR 3 JU’s Quality Management System;
3. Supervise, coordinate and support the business processes identification, documentation, control and update when required to meet stakeholder requirements, in accordance with the principles set in SESAR 3 JU’s Quality Management System;
4. Manage changes to these processes and ensure configuration management of the related documentation;
5. Support the Quality and ICT (QICT) Committee in prioritising and monitoring actions carried out to implement and maintain SESAR 3 JU’s Corporate Quality Management System;
6. Support the process owners in the implementation and monitoring of the various processes, providing advice on the implementation of SESAR 3 JU’s Quality Management System;
7. Support the QICT Committee and process owners by performing regular process reviews to assess business activities’ conformity with defined processes;
8. Support SESAR 3 JU’s Internal Audit Capability (IAC) for execution of internal and external audits and ensure the successful execution of subsequent recommendations and/or action plans in close coordination with the IAC and in collaboration with the relevant processes and actions owners;
9. Act as quality management process owner.
10. **Information & Document Management Services**

The services to be provided under the future contract include maintaining the administration of a SharePoint environment, which hosts an information and document management system (IDMS). The SESAR 3 JU Quality Management System (QMS) is implemented as an integral part of the IDMS and also hosts additional information/document management services sufficient to meet European Commission (EC) document management, information management and information security obligations. It is planned to introduce and integrate the European Commission’s HAN (Hermes, ARES, NomCom) record management capability in the near future.

The IDMS on SharePoint implements electronic workflow procedures that supports SESAR 3 JU in its operations, especially when staff are remotely working. This capability is an integral part of the IDMS solution and must be maintained as well as supporting the users to define new workflows using a template consistent with other implemented workflows.

The services to be provided by the selected contractor shall allow SESAR 3 JU to maintain and evolve its corporate information and document management framework implementing SESAR 3 JU’s information and document management policy and responding to the related internal control principles, in particular, the selected contractor’s service delivery agent shall:

1. Act as Information Architect for SESAR 3 JU, providing permanent up-to-date overview of SESAR 3 JU’s information structure;
2. Act as IDMS System Administrator (IDMS is currently implemented in SharePoint), providing functional and technical advice and implement SESAR 3 JU’s information and document management policy in IDMS;
3. Plan, coordinate and support actions across and within SESAR 3 JU teams for the effective implementation of SESAR 3 JU’s information and document management policy, in full collaboration with appropriate SESAR 3 JU organisational teams, especially through the maintenance of the IDMS platform;
4. Manage changes to IDMS and ensure configuration management of the related documentation and workflows;
5. Act as Document Management Officer (DMO) for SESAR 3 JU, supporting Hermes-ARES-NomCom (HAN, the European Commission’s record management platform) users in the handling of documents in ARES and liaising with the EC teams for the maintenance of the platform;
6. Act as document management process owner.

Any international transfers of data shall be duly identified, justified and approved in advance and in writing by SESAR 3 JU. In case a processing involves transfers of personal data to third countries or international organisations, the future contractor shall prior to the processing, inform SESAR 3 JU DPO and Controller, about the measures intended to undertake to ensure compliance with Chapter V of the EUDPR in terms of adequacy decision or appropriate safeguards.

**Service window conditions related to Lot 3 service delivery**

The future SESAR 3 JU Quality and Information Management service provider shall be available all the year except on days identified in SESAR 3 JU yearly Public Holidays planning, by the same ICT Professional who will normally be located at SESAR 3 JU premises in Brussels, and replaced in the case of exceptional absence.

The only exception to the availability of service delivery from SESAR 3 JU premises is on a case by case request with SESAR 3 JU agreement for working from the contractor premises for example for the preparation of reports or consulting with colleagues on a detailed/complex task.

The hours of the Quality and Information services will be from 08.00 until 19.00, from Monday until Friday. The presence of the contractor is required in SESAR 3 JU premises during core service hours except if agreed tasks are being performed at a different location, described above.

The core service hours are 09.30 am -12.30 am and 14.00 am -16.30 am on Monday to Thursday and 09.30 am -12.30 am and 14.00 am -16.00 am on Friday. The contractor will be required to guarantee availability of Quality and Information Management support on-site for at least 8 hours per day respecting the core hours and within the core Service Window.

A minimum of 225 days per year shall be worked by the on-site resource(s).

SESAR 3 JU will provide authorisation for the contractor to receive an access badge allowing entry to the building and offices. The contractor shall in no case lend the badges to someone or leave the badges behind. In the event of loss or theft, the contractor shall immediately notify SESAR 3 JU official contact point of any missing items.

The services subject of this call for tenders must be provided in compliance with all rules applicable within SESAR 3 JU’s premises. SESAR 3 JU reserves the right to exceptionally deny access to its premises if necessary. Upon termination or expiry of the contract, contractor’s staff members must immediately clear SESAR 3 JU’s premises and return all items and information held.

**Service continuity related to Lot 3 service delivery**

In order to ensure continuity of services the future contractor must identify and indicate in the tender key personnel (including replacements) that will provide services on site. The delivery of Quality and Information Management services over a period of 225 days per year requires the service provider to manage periods of absence of its key personnel and to provide evidence on the replacement of personnel following SESAR 3 JU’s request. In the event of work absence of its staff, the selected contractor shall be bound to perform the services defined in the current terms of reference at the same quality level.

The Contractor must ensure that any person involved in the performance of the Contract has the professional qualifications and experience required for the performance of the tasks assigned to him/her. At any time during the execution of the Contract, in the event that SESAR 3 JU finds that the persons in charge of the performance of the services do not satisfy the requirements of SESAR 3 JU as formulated in these specifications, the contractor shall be bound to propose within five (5) working days to replace this person with another staff member complying with all the professional qualifications listed in these tender specifications for guaranteeing the quality of the service.

The Contractor must provide the training programmes necessary to ensure a constant high quality of services of the key personnel. Any replacement provided by the contractor shall grant the service quality level described in these tender specifications.

**Service transition arrangements related to Lot 3 service delivery**

At the end of this contract, the 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 SESAR 3 JU and/or the next contractor with all the necessary information to continue the services.

The handover arrangements will be further defined 6 months before the end of the contract.

### Deliverables

**Deliverables for Lot 1:**

#### On a monthly basis, the contractor shall provide evidence in the form of a monthly report that all required service obligations above described are fulfilled and indicate the time allocated to each service category, along with a short summary of the tasks performed. Upon acceptance of this report, the documentation proving the fulfilment of obligations will be countersigned by the designated representative from SESAR 3 JU. This evidence shall be submitted to SESAR 3 JU for the processing and payment of associated invoices.

#### **Specific deliverables for Lot 1:**

In addition to the monthly obligation described in first paragraph above, upon ad hoc request of the SESAR 3 JU, deliver on an ad-hoc basis notes and reports specifically referenced in 1.4.2 (Lot 1 - ICT Coordination Services) related to meeting the scope of the tasks and at a time suitable to be used and to meet the needs of SESAR 3 JU.

All deliverables shall be drafted in English[[3]](#footnote-4).

**Deliverables for Lot 2:**

Deliverables may vary depending on the type of requested service and on the relevant service area[[4]](#footnote-5). Typical deliverables will be (non-exhaustive list):

* Analysis reports, including recommendations (e.g. for ICT configuration, security and data protection requirements);
* Strategic documents (e.g. on SESAR 3 JU cyber-security)
* Reports on the maintenance of policies, procedures and guidelines;
* Training material;
* Data protection impact assessments (in agreed format);
* Updates of the existing SESAR 3 JU documents;
* Oher types of reports, risk assessments etc.

Other technical deliverables will be agreed as per specific contracts in a pragmatic fit for purpose manner and this in relation to each individual service request.

The deliverables shall be presented as publishable reports, if requested so by the SESAR 3 JU, generally in the form of a MS Word document or MS Power Point presentation, or as further specified in the specific contracts.

All deliverables shall be drafted in English[[5]](#footnote-6).

#### **Deliverables for Lot 3:**

On a monthly basis, the contractor shall provide evidence in the form of a monthly report that all required service obligations above described are fulfilled and indicate the time allocated to each service category, along with a short summary of the tasks performed. Upon acceptance of this report, the documentation proving the fulfilment of obligations will be countersigned by the designated representative from SESAR 3 JU. This evidence shall be submitted to SESAR 3 JU for the processing and payment of associated invoices.

**Specific deliverables for Lot 3:**

In addition to the monthly obligation described in first paragraph above, as part of assigned the Quality Manager role, and in accordance with the SESAR 3 JU QMS, or upon ad hoc request of the SESAR 3 JU, deliver notes, reports, validated processes and procedures as well as other specialist Quality & Document Management information specifically referenced in 1.4.2 (Lot 3 – Quality and Information Management Services) related to meeting the scope of the tasks and at a time suitable to be used and to meet the needs of SESAR 3 JU.

All deliverables shall be drafted in English[[6]](#footnote-7).

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

**The services for Lots 1 and 3 will be performed at the following locations:**

* In principle at the premises of SESAR 3 JU (Rue de la Fusée 96, B-1130 Bruxelles);
* Exceptionally, and at the ad-hoc request of the contractor, at the contractor's local premises, only when the services described can be delivered effectively from a remote location and with the explicit agreement of SESAR 3 JU;
* May occasionally be at the local premises of a SESAR 3 JU ICT supplier when essential to meeting the obligations described in the tender.

**The services for Lot 2 will be performed at the following locations:**

* In principle at the contractor's local premises;
* May occasionally be at the premises of SESAR 3 JU (Rue de la Fusée 96, B-1130 Bruxelles) only when the services described can be delivered more effectively from that location and with the explicit agreement of SESAR 3 JU;
* May exceptionally be at the local premises of a SESAR 3 JU ICT supplier only when essential to meeting the obligations described in the tender and after approval by SESAR 3 JU.

Tenderers should take travel costs into account at the time of preparing the tender, since they are not reimbursed by SESAR 3 JU.

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

**Lot 1:**

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| --- |
| The procedure will result in the conclusion of a direct contract for lot 1. |

In direct contracts all the terms governing the provision of the services, supplies or works are defined at the outset. Once signed, they can be implemented directly without any further contract procedures.

**Lot 2:**

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| --- |
| The procedure will result in the conclusion of a single framework contract for lot 2. |

A framework contract (FWC) establishes a mechanism for future repetitive purchases by the contracting authority to be awarded in the form of specific contracts[[7]](#footnote-8). The signature of a framework contract does not impose an obligation on the contracting authority to conclude specific contracts with a framework contractor.

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

Specific contract will define a coherent set of tasks and deliverables linked to defined objectives as per the specific terms of reference of the specific requests for services.

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

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

**Lot 3:**

|  |
| --- |
| The procedure will result in the conclusion of a direct contract for lot 3. |

In direct contracts all the terms governing the provision of the services, supplies or works are defined at the outset. Once signed, they can be implemented directly without any further contract procedures.

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

 Please be aware that if a tenderer to whom the contract is awarded (any of the group members in case of a joint tender) has established debt(s) owed to the Union, the European Atomic Energy Community or an executive agency when the latter implements the Union budget, such debt(s) may be offset, in line with Articles 101(1) and 102 of [Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union](https://eur-lex.europa.eu/legal-content/EN/AUTO/?uri=uriserv:OJ.L_.2018.193.01.0001.01.ENG&toc=OJ:L:2018:193:TOC) (Financial Regulation)[[8]](#footnote-9) and the conditions set out in the draft contract, against any payment due under the contract. The contracting authority will verify the existence of overdue debts of the successful tenderers (any of the group members in case of a joint tender), and, if any such debt is found, will inform the tenderer (the group leader in case of a joint tender who will then have the obligation to inform all other group members before signing the contract) that the debt(s) may be offset against any payment under due the contract.

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

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **For Lot 1 and Lot 3** (direct contracts), respectively, the maximum total amounts of all purchases under this call for tenders is indicated under Section II.2.6 of the contract notice. The quantities/services of the purchases for each lot over the total duration of the contracts are specified in Section 1.4 of these specifications. **For Lot 2** (framework contract), an **indicative** estimate of the volumes to be ordered over the whole duration of the framework contract is given in the financial model in ***Annex 6****.* These volumes are estimates only and there is no commitment as to the exact quantities to be ordered. The actual volumes will depend on the quantities, which the contracting authority will order through specific contracts. In any case, the *framework contract ceiling*, i.e. the maximum amount to be spent under the framework contract, shall not be exceeded.The *framework contract ceiling* for Lot 2 is indicated in Section II.2.6 of the contract notice.Within three years following the signature of the contracts resulting from the lots specified below, the contracting authority may use the negotiated procedure under point 11.1.e of Annex 1 to the Financial Regulationto procure new services from the contractors up to the following maximum percentagesfor the respective lot:

|  |  |
| --- | --- |
| Lot  | New services |
| Lot 1 | Max. 50 % of the initial contract value |
| Lot 2 | Max. 50 % of the initial framework contract ceiling |
| Lot 3 | Max. 50 % of the initial contract value |

These services would consist in the repetition of similar services entrusted to the contractors and would be awarded under the equivalent or similar award conditions, as the initial contract.  |

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

The contract(s) resulting from the award of this call for tenders will be concluded for at most 48 months (applicable for each lot). The details of the initial contract duration and possible renewals are set out in the draft contract for the respective lot.

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

For all exchanges with the contractor during the implementation of the contract as well as for future possible subsequent proceedings for the purposes of EDES ([European Union's Early Detection and Exclusion System](http://ec.europa.eu/budget/explained/management/protecting/protect_en.cfm)) the *Contracting authority* may use an electronic exchange system meeting the requirements of Article 148 of [Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union](https://eur-lex.europa.eu/legal-content/EN/AUTO/?uri=uriserv:OJ.L_.2018.193.01.0001.01.ENG&toc=OJ:L:2018:193:TOC) 3. At the request of the *Contracting authority* the use of such a system shall become mandatory for the contractor(s) at no additional cost for the *Contracting authority*. Details on specifications, access, terms and conditions of use will be provided in advance.

## Security

When performing tasks for the contracting authority in execution of the contract, the contractor and its personnel shall comply with the contracting authority's applicable security requirements.

The applicable security requirements include:

* [Commission Decision (EU, Euratom) 2017/46](https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32017D0046) of 10 January 2017 on the security of communication and information systems in the European Commission, its subsequent versions, its implementing rules (as adapted from time to time) and the corresponding security standards, guidelines and notices;
* [Commission Decision (EU, Euratom) 2015/444](https://eur-lex.europa.eu/legal-content/en/TXT/?uri=CELEX%3A32015D0444) of 13 March 2015 on the security rules for protecting EU classified information, its subsequent versions, its implementing rules (as adapted from time to time) and the corresponding security standards, guidelines and notices;
* [Commission Decision (EU, Euratom) 2015/443](https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32015D0443) of 13 March 2015 on Security in the Commission, as well as all its subsequent versions;
* The documents available under the following link: [*https://ec.europa.eu/info/files/security-standards-information-systems\_en*](https://ec.europa.eu/info/files/security-standards-information-systems_en)]

For the SESAR 3 JU, the Commission restrictions are applicable to contractor’s personnel working under all Lots as well as for compliance with all SESAR 3 JU site and system access, safety, security, ICT and Quality policies. Specific security rules applicable to contractors’ personnel are set out in the objectives for each lot set out in section 1.4.1.

Any financial burden for complying with the security measures (e.g. security background checks, security clearance etc.) will be entirely at the expense of the contractor and not of the contracting authority.

The contracting authority reserves the right to require any person involved in the provision of the services under a given project to attend security briefings or training given by the contracting authority, and/or to sign a security statement.

## Specific confidentiality obligations for Lot 1 and Lot 3

Without prejudice to confidentiality obligations set out in the draft contract, the selected contractor and its personnel assigned to provide the services on-site (key personnel) undertake to not disclose to any person, during the term of the contract and after its termination, information and documents relating to the methods, organization and/or operation of SESAR 3 JU and to demonstrate absolute discretion over all data or information of which they may be aware of, whether directly or indirectly and whether or not these data relate to the services to be provided. This requirement shall continue to apply for 10 years after the expiry date of the contract

The key personnel will also be required to sign a Confidentiality Declaration (see Annex 9) and conflict of interest statement (template will be provided by the SESAR 3 JU upon the start of the provision of the services).

**NB** Annex 9 shall not be filled-in and not submitted yet as part of the tender. It will need to (to be filled in and signed only upon the signature of the awarded contract and before the start of the service provision.

# General information on tendering

## Legal basis: what are the rules?

This call for tenders is governed by the provisions of [Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union](https://eur-lex.europa.eu/legal-content/EN/AUTO/?uri=uriserv:OJ.L_.2018.193.01.0001.01.ENG&toc=OJ:L:2018:193:TOC) (the Financial Regulation)[[9]](#footnote-10).

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

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

Tenderers must ensure that no involved entities (see Section 2.4) nor any subcontractors, including those which do not need to be identified in the tender (see Section 2.4.2), are subject to [EU restrictive measures](http://www.sanctionsmap.eu/) adopted under Article 29 of the Treaty on the European Union (TEU) or Article 215 of the Treaty on the Functioning of the EU (TFEU)[[10]](#footnote-11), consisting of a prohibition to make available or transfer funds or economic resources or to provide financing or financial assistance to them directly or indirectly, or of an asset freeze. The prohibition applies throughout the whole performance of the contract.

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

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

The Agreement on Government Procurement[[11]](#footnote-12) concluded within the World Trade Organisation does not apply. Therefore, the participation to this call for tenders is not open to natural and legal persons established in the countries that have ratified this Agreement.

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

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

## Registration in the Participant Register: why register?

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

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

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

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

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

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

Economic operators can submit a tender either as a sole economic operator (sole tenderer) or as a group of economic operators (joint tender)[[12]](#footnote-13). In either case subcontracting is permitted.

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

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

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

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

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

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

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

The role of each entity involved in a tender must be clearly specified in the eSubmission application: i) sole tenderer, ii) group leader (in case of a joint tender), iii) group member (in case of a joint tender), or iv) subcontractor[[13]](#footnote-14).

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

### Joint tenders

A joint tender is a situation where a tender is submitted by a group (with or without legal form) of economic operators regardless of the link they have between them in the group. The group as a whole is considered a tenderer[[14]](#footnote-15).

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

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

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

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

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

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

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

### Subcontracting

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

The following shall not be considered subcontracting:

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

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

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

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

* on whose capacities the tenderer relies upon to fulfil the selection criteria as described under ***Section 3.2***;
* whose individual share of the contract, known at the time of submission, is above **15 %.**

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

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

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

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

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

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

### Entities on whose capacities the tenderer relies to fulfil the selection criteria

In order to fulfil the selection criteria a tenderer may also rely on the capacities of other entities (that are not subcontractors), regardless of the legal nature of the links it has with them. It must in that case prove that it will have at its disposal the resources necessary for the performance of the contract by producing a commitment letter in the model attached in ***Annex 5.2,*** signed by the authorised representative of such an entity, and the supporting evidence that those other entities have the respective resources[[15]](#footnote-16).

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

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

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

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

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

# Evaluation and award

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

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

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

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

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

## Exclusion criteria

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

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

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

The initial verification of non-exclusion of tenderers will be done on the basis of the submitted declarations and consultation of the [European Union's Early Detection and Exclusion System](https://ec.europa.eu/info/strategy/eu-budget/how-it-works/annual-lifecycle/implementation/anti-fraud-measures/edes_en).

The documents mentioned in the Declaration on Honour as supporting evidence on non-exclusion must be provided with the tender[[16]](#footnote-17).

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

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

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

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

## Selection criteria

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

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

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

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

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

The subsections below specify which selection criteria evidence must be provided with the tender or may be requested later, at any time during the procurement procedure, within a deadline given by the contracting authority **[[17]](#footnote-18)**.

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

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

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

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

### Legal and regulatory capacity

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

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

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

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

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

In addition, involved entities (see Section 2.4) and all subcontractors, including those which do not need to be identified in the tender (see Section 2.4.2), must not be subject to [EU restrictive measures](http://www.sanctionsmap.eu/) adopted under Article 29 of the Treaty on the European Union (TEU) or Article 215 of the Treaty on the Functioning of the EU (TFEU)[[18]](#footnote-19) that constitute a legal impediment to perform the contract. This requirement will be assessed by reference to the EU restrictive measures in force. Therefore, the tenderer is not required to submit any evidence of not being subject to EU restrictive measures.

### Economic and financial capacity

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

**Lot 1**

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| Criterion F1 |
| Minimum level of capacity  | Average yearly turnover of the last three financial years above EUR 235 000.  |
| Basis for assessment | This criterion applies to the tenderer as a whole, i.e. a consolidated assessment of the combined capacities of all *involved entities* will be carried out. |
| Evidence | Copy of the profit and loss accounts and balance sheets for the last three years for which accounts have been closed from each concerned *involved entity*, or, failing that, appropriate statements from banks. The most recent year must have been closed within the last 18 months. |

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

for the last two years for which accounts have been closed from each concerned *involved entity*, or, failing that, appropriate statements from banks. The most recent year must have been closed within the last 18 months. |

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

**Lot 2**

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| Criterion F1 |
| Minimum level of capacity  | Average yearly turnover of the last three financial years above EUR 115 000. |
| Basis for assessment | This criterion applies to the tenderer as a whole, i.e. a consolidated assessment of the combined capacities of all *involved entities* will be carried out. |
| Evidence | Copy of the profit and loss accounts and balance sheets for the last three years for which accounts have been closed from each concerned *involved entity*, or, failing that, appropriate statements from banks. The most recent year must have been closed within the last 18 months. |

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

for the last two years for which accounts have been closed from each concerned *involved entity*, or, failing that, appropriate statements from banks. The most recent year must have been closed within the last 18 months. |

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

**Lot 3**

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| Criterion F1 |
| Minimum level of capacity  | Average yearly turnover of the last three financial years above EUR 200 000. |
| Basis for assessment | This criterion applies to the tenderer as a whole, i.e. a consolidated assessment of the combined capacities of all *involved entities* will be carried out. |
| Evidence | Copy of the profit and loss accounts and balance sheets for the last three years for which accounts have been closed from each concerned *involved entity*, or, failing that, appropriate statements from banks. The most recent year must have been closed within the last 18 months. |

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

for the last two years for which accounts have been closed from each concerned *involved entity*, or, failing that, appropriate statements from banks. The most recent year must have been closed within the last 18 months. |

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

### Technical and professional capacity

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

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

**Lot 1**

|  |
| --- |
| Criterion T1 |
| The tenderer shall have: * Demonstrable capacity to undertake ICT coordination services as described in 4.1 Lot 1 and that will contribute to a decisive positive impact on the capability and availability of the ICT infrastructure of the SESAR 3 JU;
* Professional indemnity insurance policy covering all possible damages caused to SESAR 3 JU and third parties during the performance of contractual obligations.
 |
| Minimum level of capacity | At least two similar or greater (in scope, value and complexity) project completed in the last three years preceding the tender submission deadline.  |
| Basis for assessment | This criterion applies to the tenderer as a whole, i.e. the combined capacities of all *involved entities*. |
| Evidence | A list of contracts/projects meeting the minimum level of capacity. The list shall include details of their start and end date, total project amount and scope, role and amount invoiced. In case of contracts/projects still on-going only the portion completed during the reference period will be taken into consideration. Professional indemnity insurance coverage document.As supporting documents for each project reference, the tenderer shall indicate a contact point of its contractor the Contracting authority may request statements issued by the clients and take contact with them. |

|  |
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| Criterion T2 |
| The tenderer shall have proven experience:* in the management and delivery of ICT services in international, public and/or private organisations that rely on supply of outsourced capabilities using Service Level Agreements;
* in IT project management, the elaboration and implementation of IT service agreements and ICT service delivery complying with recognised best practices, for instance, ITIL, COBIT etc.
* in the field of ICT coordination and management covering at least points ‘a’-‘i’ of the Lot 1 description in section 1.4.2 of this call.
 |
| Minimum level of capacity | At least two similar or greater (in scope, value and complexity) project, completed in the last three years preceding the tender submission deadline.  |
| Basis for assessment | This criterion applies to the tenderer as a whole, i.e. the combined capacities of all *involved entities*. |
| Evidence | A list of contracts/projects meeting the minimum level of capacity. The list shall include details of their start and end date, total project amount and scope, role and amount invoiced. In case of contracts/projects still on-going only the portion completed during the reference period will be taken into consideration. As supporting documents for each project reference, the tenderer shall indicate a contact point of its contractor the Contracting authority may request statements issued by the clients and take contact with them. |

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| Criterion T3 |
| The tenderer must demonstrate having competent and experienced key personnel able to implement the awarded contract; for this purpose, the full proposed team shall be composed of:* 1 senior consultant that possesses the skills to perform the role of delivering ICT coordination services within the SESAR 3 JU in accordance with the services described in the Lot 1 descriptions in 1.4.
* At least 1 replacement senior consultant, should the designated resource be unavailable.
 |
| Minimum level of capacity | The proposed senior consultant for ICT coordination service provision and her/his replacement must have prior experience (related to the scope of the work defined in 1.4.2) in the following fields:1. Senior technical expertise for coordination of ICT services; minimum 10 years;
2. ICT Governance and associated communication to all levels in an organisation; minimum 5 years;
3. Supplier management, in particular for outsourced supplier services; minimum 5 years;
4. Service configuration and delivery management, demonstrating a service and supply performance-oriented approach that delivers an ethos for on-time results with minimum escalation required, through application of the ITIL framework; minimum 5 years;
5. Contract management, including experience of applying the Procurement rules of public bodies and ideally those applicable to an EU public body; minimum 10 years;
6. Project management, including skills in PM methodologies (PMI/PRINCE2 etc.); minimum of 10 years;
7. ICT Financial management; minimum 10 years;
8. ICT Asset management, in particular applying the ITIL framework of Asset Management; minimum 5 years;
9. Process documentation, implementation and continuous improvement; minimum 5 years;
10. ICT Data protection, in particular its application under EUDPR; minimum 2 years.
 |
| Basis for assessment | This criterion applies to the tenderer as a whole, i.e. the combined capacities of all *involved entities*. |
| Evidence | CVs of the staff proposed shall be provided. |

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

**Lot 2**

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| --- |
| Criterion T1 |
| The tenderer shall have demonstrable capacity in Cyber, Information security and Data Protection to undertake the service tasks described in 4.1 Lot 2. |
| Minimum level of capacity | At least two similar or greater (in scope, value and complexity) projects completed in the last three years preceding the tender submission deadline.  |
| Basis for assessment | This criterion applies to the tenderer as a whole, i.e. the combined capacities of all *involved entities*. |
| Evidence | A list of contracts/projects meeting the minimum level of capacity. The list shall include details of their start and end date, total contract/project amount and scope, role and amount invoiced. In case of contracts/projects still on-going only the portion completed during the reference period will be taken into consideration. As supporting documents for each project reference, the tenderer shall indicate a contact point the Contracting authority may contact to request statements issued by the clients. |

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| Criterion T2 |
| The tenderer must prove its experience in the engagement of Cyber & Information Security expertise and advice to public and/or private sector organisations, including delegated responsibility for these tasks (covering point a of the Lot 2 description in section 1.4.2 of this call). |
| Minimum level of capacity | At least three similar or greater (in scope, value and complexity) projects\* completed in the last five years preceding the tender submission deadline. *\*Sufficiently described to establish proven experience in ICT cyber security and information security management supporting private organisations, governments or other public and/or EU bodies.* |
| Basis for assessment | This criterion applies to the tenderer as a whole, i.e. the combined capacities of all *involved entities*. |
| Evidence | A list of contracts/projects meeting the minimum level of capacity. The list shall include details of their start and end date, total contract/project amount and scope, role and amount invoiced. In case of contracts/projects still on-going only the portion completed during the reference period will be taken into consideration. As supporting documents for each project reference, the tenderer shall indicate a contact point of its contractor the Contracting authority may request statements issued by the clients and take contact with them. |

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| Criterion T3 |
| The tenderer must prove its experience in the engagement of Data Protection Impact Assessments and ICT aspects of business continuity management to public sector organisations, including delegated responsibility for these tasks (covering points ‘b’ and ‘c’ of the Lot 2 description in section 1.4.2 of this call). In particular:* Have proven experience in ICT aspects of EUDPR supporting EU bodies.
* Have proven experience of previously undertaking business continuity assessment for the ICT scope and ideally have experience in the setting up of penetration tests related to such assessments.
 |
| Minimum level of capacity | At least two similar or greater (in scope, value and complexity) projects completed in the last three years preceding the tender submission deadline. |
| Basis for assessment | This criterion applies to the tenderer as a whole, i.e. the combined capacities of all *involved entities*. |
| Evidence | A list of contracts/projects meeting the minimum level of capacity. The list shall include details of their start and end date, total project amount and scope, role and amount invoiced. In case of contracts/projects still on-going only the portion completed during the reference period will be taken into consideration.As supporting documents for each project reference, the tenderer shall indicate a contact point of its contractor the Contracting authority may request statements issued by the clients and take contact with them. |

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| Criterion T4 |
| The tenderer must demonstrate having competent and experienced key personnel able to implement the Contract; for this purpose, the full proposed team shall be composed of:* a designated contract manager;
* a number of Senior consultant staff in the scope of the services described;
* a number of Junior consultant/expert staff in the scope of the services described.
 |
| Minimum level of capacity | A designated contract manager shall have at least 5 years of previous experience in such a role for service contracts.Senior consultants shall have at least 10 years experience of working in a specialist area, relevant for Lot 2 service delivery.Junior consultants/experts shall have qualifications to at least degree level and have a minimum of 3 years relevant work experience relevant for the scope of Lot 2. |
| Basis for assessment | This criterion applies to the tenderer as a whole, i.e. the combined capacities of all *involved entities*. |
| Evidence | CVs of the staff proposed shall be provided. |

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

**Lot 3**

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| --- |
| Criterion T1 |
| The tenderer shall have demonstrable capacity to undertake quality, information and document management services as described in 4.1 Lot 3 and that will contribute to a decisive positive impact on the capability and availability of the Quality Management System and Document/Information Management of the SESAR 3 JU |
| Minimum level of capacity | At least two similar or greater (in scope, value and complexity) project completed in the last three years preceding the tender submission deadline.  |
| Basis for assessment | This criterion applies to the tenderer as a whole, i.e. the combined capacities of all *involved entities*. |
| Evidence | A list of contracts/projects meeting the minimum level of capacity. The list shall include details of their start and end date, total project amount and scope, role and amount invoiced. In case of contracts/projects still on-going only the portion completed during the reference period will be taken into consideration. As supporting documents for each project reference, the tenderer shall indicate a contact point of its contractor the Contracting authority may request statements issued by the clients and take contact with them. |

|  |
| --- |
| Criterion T2 |
| The tenderer must prove its experience in the field of Quality, Information and Document Management as described in points ‘a’ and ‘b’ of the Lot 3 description in section 1.4.2 of this call for tenders. In particular:* Have proven work experience in the elaboration and implementation of quality management frameworks, such as for instance ISO 9001, ITIL, COBIT etc.
* Have knowledge of information and document management techniques:
1. A good technical knowledge of MS SharePoint configuration is required, and experience of the European Commission record management system, would be an asset.
2. Regulations and the EU Internal Control Framework (ICF) would be an asset.
 |
| Minimum level of capacity | At least one similar or greater (in scope, value and complexity) project completed in the last three years preceding the tender submission deadline.  |
| Basis for assessment | This criterion applies to the tenderer as a whole, i.e. the combined capacities of all *involved entities*. |
| Evidence | A list of contracts/projects meeting the minimum level of capacity. The list shall include details of their start and end date, total project amount and scope, role and amount invoiced. In case of contracts/projects still on-going only the portion completed during the reference period will be taken into consideration. As supporting documents for each project reference, the tenderer shall indicate a contact point of its contractor the Contracting authority may request statements issued by the clients and take contact with them. |

|  |
| --- |
| Criterion T3 |
| The tenderer must demonstrate having competent and experienced staff to implement the Contract; for this purpose, the full proposed team shall be composed of:* 1 designated contract manager
* 1 senior consultant that possesses the skills to perform the role of delivering quality and information management services within the SESAR 3 JU in accordance with the services described in the Lot 3 descriptions in 1.4.
 |
| Minimum level of capacity | The proposed Quality Management Service provider and her/his replacement in the SESAR 3 JU premises must have prior experience in the following fields:1. Senior technical expertise for the role of Quality Manager; minimum 5 years;
2. Information Architect; minimum 2 years
3. SharePoint System Administrator (for IDMS); minimum 5 years;
4. Document Management Officer (DMO); minimum 3 years;
5. Project management, configuration management and process development expertise; minimum 5 years.
 |
| Basis for assessment | This criterion applies to the tenderer as a whole, i.e. the combined capacities of all *involved entities*. |
| Evidence | CVs of the staff proposed shall be provided. |

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

## Compliance with the minimum requirements specified in the procurement documents

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

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

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

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

## Award criteria

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

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

1. Cost – 40%

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

1. Quality – 60%

The quality of the tender will be evaluated, for each Lot, based on the following criteria:

| **Award Criteria per Lot** | **Maximum available** |
| --- | --- |
| 1. **Organisational aspects:**
* Adequacy of the proposed tenderer’s structure and alignment to the above described requirements;
* Suitability of the composition and balance of the proposed team for coverage of the services;
* Suitability of the proposed resources assigned to each service and activity in terms of skills and their proposed activities.
 | 30 |
| 1. **Consistency of the proposal in respect of the services requested:**
* The extent to which the services and approach proposed meets SESAR 3 JU’s above described objectives.
 | 10 |
| 1. **Analysis of the technical compliance**
* Understanding of the service requirements;
* Understanding of required deliverables and importance to operations;
* Appropriateness of the service solutions and approach proposed;
* Understanding of the regulatory obligations and approach to meeting them;
* Understanding of the service domains and ability to be proactive in anticipating new or evolved service needs.

**NB:** For the purpose of evaluating Lot 2 technical compliance, the tenderer is requested to complete also the Case Study provided in Annex 7. | 50 |
| 1. **Quality assurance of contract management**
* Continuity of delivery of services;
* Timely response and delivery for services and deliverables;
* Quality of services delivered;
* Continuity of staff assignment to services;
* Compliance with data protection.
 | 10 |
| **Score Award Criteria**  | **100** |

The evaluated 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 without providing evidence of the actual means of compliance by example(s) or additional detail about the scope of services proposed will be scored below the minimum required.

## Award (ranking of tenders)

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

**Score tender Y =**

Score of the award criteria of tender Y / highest score of the award criteria among acceptable tenders) x 0.60)] + (‘Total Price’ of the lowest priced acceptable tender /‘Total Price’ of tender Y) x 0.40] \* 100

The price that will be taken into account for the financial evaluation and the award of the Contract, is the **“Total Price for the 4 years”,** proposed by the tenderer in the financial offer (Annex 6).

All tenders must contain a separate financial offer following the template attached to the tender specifications in Annex 6 and in line with the requirements detailed in section 2 above.

Should the outcome of the formula lead to two or more tenders with the same result, the tenderer who has been awarded the highest marks for quality will be deemed to be the most economically advantageous tender. This approach will continue to be applied to each of the award criteria in the descending order listed in below until a most economically advantageous tender can be determined. The order of award criteria to be used in this eventuality is: III - Analysis of the technical compliance, I - Organisational aspects, IV – Quality assurance of contract management and II – Consistency of the proposal in respect of the services requested.

 Detection of abnormally low tenders

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

# Form and content of the tender

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

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

[https://wikis.ec.europa.eu/display/FTPortal/Open+procedures\_EN](https://wikis.ec.europa.eu/display/FTPortal/Open%2Bprocedures_EN)

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

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

The documents to be submitted with the tender in eSubmission are listed in ***Annex 1.***

☝ Tenderers willing to submit tenders for more than one lot need to upload a separate technical and financial offer for each of the lots in which they are interested.

In addition, the following requirements apply to the administrative, technical and financial tender to be uploaded in eSubmission. Tenders shall be:

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

**Cover letter:**

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

* The reference number of the SESAR 3 JU’s call for tender
* Brief description and presentation of the tenderer containing a detailed description of the structure, explaining the suitability of the tenderer’s organisation set up to perform the activities under the contract;
* The names, function and contact details (telephone, e-mail and addresses) of the following contact persons or responsible for:
1. Communications relating to this call for tender
2. Technical matters during contract implementation
3. Contract management (if different from the one in point i).
4. Person empowered to sign the contract (if awarded).

**Administrative offer:**

It shall contain:

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

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

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

Technical offer:

The technical offer must provide all the information needed to assess the compliance with Section 1.4 and Annex 7 of these specifications and the award criteria. Tenders deviating from the minimum requirements or not covering all the requirements may be rejected on the basis of non-compliance and not evaluated further.

Tenderers are free to choose where the personal data will be processed or stored as long as they comply with the contractual obligations on data processing (Art.I.9.2 and Art. II.9) and, in particular, with the requirements for transfer of personal data to third countries and international organisations laid down in Chapter V of Regulation (EU) 2018/1725[[19]](#footnote-20).

Tenderers must specify in their technical offer the location where the personal data will be processed and stored only where this location is outside the territory of the European Union or the European Economic Area. If no location is specified in the tender, the *Contracting authority* will consider that the personal data will be processed and stored only within the territory of the European Union or the European Economic Area.

Financial offer:

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

The financial offer shall be:

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

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

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

## Signature policy: how can documents be signed?

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

Tenderers are strongly encouraged to sign with a QES[[20]](#footnote-21) all documents requiring a signature and only exceptionally to sign such documents by hand as hand-written signatures lead to an additional administrative burden for both the tenderer and the contracting authority. The originals of any hand-signed documents (other than the contract) do not need to be submitted to the contracting authority but the tenderer must keep them for a period of five years starting from the notification of the outcome of the procedure or, where the tenderer has been awarded a contract resulting from this call for tenders and the contract has been signed, the payment of the balance.

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

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

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

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

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

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

* For the purposes of evaluating the tender and, if applicable, implementing the contract, performing audits, benchmarking, etc., the contracting authority is entitled to make available (any part of) the tender to its staff and the staff of other Union institutions, bodies and agencies, as well to other persons and entities working for the contracting authority or cooperating with it, including contractors or subcontractors and their staff, provided that they are bound by an obligation of confidentiality.
* After the signature of the award decision, tenderers whose tenders were received in accordance with the submission modalities, who are not subject to restrictive measures, have access to procurement, who are not found to be in an exclusion situation referred to in Article 136(1) of the FR, who are not rejected under Article 141 of the FR, whose tenders are not found to be incompliant with the procurement documents, and who make a request in writing, will be notified of the name of the tenderer to whom the contract is awarded, the characteristics and relative advantages of the successful tender and its total financial tender amount[[21]](#footnote-22). The contracting authority may decide to withhold certain information that it assesses as being confidential, in particular where its release would prejudice the legitimate commercial interests of economic operators or might distort fair competition between them. Such information may include, without being limited to, confidential aspects of tenders such as unit prices included in the financial tender, technical or trade secrets[[22]](#footnote-23).
* The contracting authority may disclose the submitted tender in the context of a request for public access to documents, or in other cases where the applicable law requires its disclosure. Unless there is an overriding public interest in disclosure[[23]](#footnote-24), the contracting authority may refuse to provide full access to the submitted tender, redacting the parts (if any) that contain confidential information, the disclosure of which would undermine the protection of commercial interests of the tenderer, including intellectual property.

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

# Appendix: List of references

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

# Annexes

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

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Description** | **Sole tenderer** | **Joint tender** | **Identified Subcontractor** | **Entity on whose capacity is being relied** | **When and where to submit the document?** | **Instructions for uploading in eSubmission (if applicable)** |
| Group leader | Member of the group | How to name the file? | Where to upload? |
| 1. **Identification and information about the tenderer.**

*eSubmission view* |
| **Declaration on Honour on Exclusion and Selection Criteria** (see Section 3.1)model in Annex 2. Declaration on Honour on exclusion and selection criteria | ☒ | **☒** | **☒** | **☒** | **☒** | With the tender in eSubmission | 'Declaration on Honour' | With the concerned entity under 'Parties' 🡪'Identification tenderer' 🡪'Attachments'🡪'Decla-ration on Honour'.For entities on whose capacity is being relied and who are not subcontractors, the document must be uploaded in the section of the Sole tenderer or Group leader:🡪'Identification tenderer' 🡪'Attachments'🡪'Other documents'.  |
| **Evidenc**e that the person signing the documents is **an authorised representative** of the entity[[24]](#footnote-25)(see Section 4.3) | ☒ | **☒** | **☒** |  |  | With the tender in eSubmission | 'Authorisation to sign' documents'. | With the concerned entity under 'Parties' 🡪'Identification tenderer' 🡪'Attachments'🡪'Other documents'. |
| **Agreement/Power of attorney** (see Section 2.4.1)model in Annex 3. Power of attorney |  | ☒ | ☒ |  |  | With the tender in eSubmission | 'Power of attorney' | In the Group leader's section under 'Parties' 🡪'Identification tenderer' 🡪'Attachments'🡪'Other documents'. |
| **List of identified subcontractors**(see Section 2.4.2) model in Annex 4. List of identified subcontractors | ☒ | ☒ |  |  |  | With the tender in eSubmission | “List of identified subcontractors” | In the Sole tenderer’s or the Group leader's section under 'Parties' 🡪'Identification tenderer' 🡪'Attachments'🡪'Other documents'. |
| **Commitment letter** (see Section 2.4.2 and 2.4.3) |  |  |  | **☒**(model in Annex 5.1) | **☒**(model in Annex 5.2) | With the tender in eSubmission | 'Commitment letter' | With the concerned entity under 'Parties' 🡪'Identification tenderer' 🡪'Attachments'🡪'Other documents'. |
| **Evidence of non-exclusion** (see Section 3.1) | ☒ | **☒** | ☒ | **☒** | ☒ | Tenderers (sole tenderers/all group members in case of a joint tender) must provide the evidence with their tenders in eSubmission. Subcontractors and entities on whose capacity a tenderer relies to fulfil the selection criteria must provide the evidence only upon request by the contracting authority. | No specific requirements how to name the file(s). | With the concerned entity under 'Parties' 'Identification of the participant' 'Attachments''Exclusion criteria'. |
| **Evidence of legal existence and status**(see Section 2.3) | ☒ | **☒** | ☒ |  |  | Only upon request by *the EU Validation services*At any time during the procedure In the Participant Register | n.a. | n.a. |
| **Evidence of legal capacity** (see Section 3.2.1)  | ☒ | ☒ | ☒ | ☒ | ☒ | With the tender in eSubmission | No specific requirements how to name the file(s). | With the concerned entity under 'Parties' 'Identification of the participant' 'Attachments''Legal and regulatory capacity'. |
| **Evidence of economic and financial capacity F1****(applicable for Lot 1, Lot 2, Lot 3)**(see Section 3.2.2) | **The documents must be provided****only by the *involved* *entities*** **who contribute to reaching the minimum capacity level** **for criterion F1**  | With the tender in eSubmission | 'Balance\_sheet\_ entity\_year"Profit\_Loss\_Account\_entity\_year" | With the Group leader or the sole tenderer under 'Parties' 🡪'Identification tenderer' 🡪'Attachments'🡪'Econo-mic and financial capacity'. |
| **Evidence of economic and financial capacity F2****(applicable for Lot 1, Lot 2, Lot 3)**(see Section 3.2.2) | **The documents must be provided****only by the *involved* *entities*** **who contribute to reaching the minimum capacity level** **for criterion F2** | With the tender in eSubmission | 'Balance\_sheet\_ entity\_year"Profit\_Loss\_Account\_entity\_year" | With the Group leader or the sole tenderer under 'Parties' 🡪'Identification tenderer' 🡪'Attachments'🡪'Econo-mic and financial capacity'. |
| **Evidence of technical and professional capacity T1 – Lot 1**(see Section 3.2.3) | **The documents must be provided****only by the *involved* *entities*** **who contribute to reaching the minimum capacity level** **for criterion T1**  | With the tender in eSubmission | 'Project\_ reference\_No.1"'Project\_ reference\_No.2"”Professional indemnity insurance coverage document” | With the Group leader or the sole tenderer under 'Parties' 🡪'Identification tenderer' 🡪'Attachments'🡪'Tech-nical and professional capacity'. |
| **Evidence of technical and professional capacity T2 – Lot 1**(see Section 3.2.3) | **The documents must be provided****only by the *involved* *entities*** **who contribute to reaching the minimum capacity level** **for criterion T2** | With the tender in eSubmission | 'Project\_ reference\_No.1"'Project\_ reference\_No.2" | With the Group leader or the sole tenderer under 'Parties' 🡪'Identification tenderer' 🡪'Attachments'🡪'Tech-nical and professional capacity'. |
| **Evidence of technical and professional capacity T3 – Lot 1**(see Section 3.2.3) | **The documents must be provided****only by the *involved* *entities*** **who contribute to reaching the minimum capacity level** **for criterion T3** | With the tender in eSubmission | CVs | With the Group leader or the sole tenderer under 'Parties' 🡪'Identification tenderer' 🡪'Attachments'🡪'Tech-nical and professional capacity'. |
| **Evidence of technical and professional capacity T1 – Lot 2**(see Section 3.2.3) | **The documents must be provided****only by the *involved* *entities*** **who contribute to reaching the minimum capacity level** **for criterion T1**  | With the tender in eSubmission | 'Project\_ reference\_No.1"'Project\_ reference\_No.2" | With the Group leader or the sole tenderer under 'Parties' 🡪'Identification tenderer' 🡪'Attachments'🡪'Tech-nical and professional capacity'. |
| **Evidence of technical and professional capacity T2 – Lot 2**(see Section 3.2.3) | **The documents must be provided****only by the *involved* *entities*** **who contribute to reaching the minimum capacity level** **for criterion T2**  | With the tender in eSubmission | 'Project\_ reference\_No.1"'Project\_ reference\_No.2"'Project\_ reference\_No.3" | With the Group leader or the sole tenderer under 'Parties' 🡪'Identification tenderer' 🡪'Attachments'🡪'Tech-nical and professional capacity'. |
| **Evidence of technical and professional capacity T3 – Lot 2**(see Section 3.2.3) | **The documents must be provided****only by the *involved* *entities*** **who contribute to reaching the minimum capacity level** **for criterion T3** | With the tender in eSubmission | 'Project\_ reference\_No.1"'Project\_ reference\_No.2" | With the Group leader or the sole tenderer under 'Parties' 🡪'Identification tenderer' 🡪'Attachments'🡪'Tech-nical and professional capacity'. |
| **Evidence of technical and professional capacity T4 – Lot 2**(see Section 3.2.3) | **The documents must be provided****only by the *involved* *entities*** **who contribute to reaching the minimum capacity level** **for criterion T4** | With the tender in eSubmission | CVs | With the Group leader or the sole tenderer under 'Parties' 🡪'Identification tenderer' 🡪'Attachments'🡪'Tech-nical and professional capacity'. |
| **Evidence of technical and professional capacity T1 – Lot 3**(see Section 3.2.3) | **The documents must be provided****only by the *involved* *entities*** **who contribute to reaching the minimum capacity level** **for criterion T1**  | With the tender in eSubmission | 'Project\_ reference\_No.1" | With the Group leader or the sole tenderer under 'Parties' 🡪'Identification tenderer' 🡪'Attachments'🡪'Tech-nical and professional capacity'. |
| **Evidence of technical and professional capacity T2 – Lot 3**(see Section 3.2.3) | **The documents must be provided****only by the *involved* *entities*** **who contribute to reaching the minimum capacity level** **for criterion T2** | With the tender in eSubmission | 'Project\_ reference\_No.1" | With the Group leader or the sole tenderer under 'Parties' 🡪'Identification tenderer' 🡪'Attachments'🡪'Tech-nical and professional capacity'. |
| **Evidence of technical and professional capacity T3 – Lot 3**(see Section 3.2.3) | **The documents must be provided****only by the *involved* *entities*** **who contribute to reaching the minimum capacity level** **for criterion T3** | With the tender in eSubmission | CVs | With the Group leader or the sole tenderer under 'Parties' 🡪'Identification tenderer' 🡪'Attachments'🡪'Tech-nical and professional capacity'. |
| 1. **Tender data.**

*eSubmission view****Failure to upload the following documents in eSubmission will lead to rejection of the tender.*** |
| **Technical offer** (see Section 4.2 and Annex 7 ) | ☒ | ☒ |  |  |  | With the tenderin eSubmission | 'Technical offer' | Under section 'Tender Data' 🡪'Technical offer' |
| **Financial offer** (see Section 4.2)(model in Annex 6) | ☒ | ☒ |  |  |  | With the tenderin eSubmission | 'Financial offer' | Under 'Tender Data' 🡪'Financial offer' |

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

Annex 2 is published as a separate Word document.

## Annex 3. Power of attorney

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Call for tenders XXX/XX/XX/20XY/XYZ - [***Lot X]*** [TITLE OF THE PROCEDURE]**AGREEMENT/POWER OF ATTORNEY**The undersigned:***[- Signatory 1 (Name, Function, Legal entity name, Registered address, VAT Number)]******- Signatory 2 (Name, Function, Legal entity name, Registered address, VAT Number)******- …******- Signatory N (Name, Function, Legal entity name, Registered address, VAT Number)]***having the legal capacity required to act on behalf of the entities they represent,HEREBY AGREE TO THE FOLLOWING:1. To submit a joint tender (the tender) as members of a group of tenderers (the group), constituted by ***[Insert names of Legal entity 1, Legal entity 2, ... Legal entity N – the name of the group leader must be included here!]*** (the group members), and led by ***[Insert name of Legal entity 1]*** (the group leader), in accordance with the conditions of the procurement documents and the terms of the tender to which this Agreement/Power of attorney is attached.
2. If the contracting authority awards a contract resulting from this call for tenders (the contract) to the group on the basis of the tender to which this Agreement/Power of attorney is attached, all group members (including the group leader) shall be considered parties to the contract in accordance with the following conditions:
3. All group members (including the group leader) shall be jointly and severally liable towards the contracting authority for the performance of the contract.
4. All group members (including the group leader) shall comply with the terms and conditions of the contract and ensure the proper delivery of their respective share of the services and/or supplies subject to the contract.
5. Payments by the contracting authority related to the services and/or supplies subject to the contract shall be made through the bank account of the group leader indicated in the contract.
6. The group members grant to the group leader all the necessary powers to act on their behalf in the submission of the tender and the conclusion of the contract, including:
7. The group leader shall submit the tender on its own behalf and on behalf of the other group members and indicate in the "Contact Person" section in eSubmission the name and e-mail address of an individual as a single point of contact authorised to communicate officially with the contracting authority in connection with the submitted tender on behalf of all group members, including in connection with all relevant questions, clarification requests, notifications, etc., that may be received during the evaluation, award and until the contract signature.
8. The group leader shall sign any contractual documents — including the contract, [specific contracts] and amendments thereto — and shall warrant the submission of any invoices related to the performance of the contract on behalf of all group members.
9. The group leader shall act as a single contact point with the contracting authority in the delivery of the services and/or supplies subject to the contract. It shall coordinate the delivery of the services and/or supplies by the group to the contracting authority, and shall see to a proper administration of the contract.

This Agreement/Power of attorney may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same document.Any modification to the present Agreement/Power of attorney shall be subject to the contracting authority’s express approval. This Agreement/Power of attorney shall expire when all the contractual obligations of the group have ceased to exist. The parties cannot terminate it before that date without the contracting authority’s consent.

|  |  |
| --- | --- |
| ***NameFunctionName of the legal entity*** | ***NameFunctionName of the legal entity*** |
| ***signature[s]: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_******Done at ……………..…, on ……………******NameFunctionName of the legal entity******signature[s]: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_******Done at ……………..…, on ……………*** | ***signature[s]: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_******Done at ……………..…, on ……………******NameFunctionName of the legal entity******signature[s]: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_******Done at ……………..…, on ……………*** |

 |

## Annex 4. List of identified subcontractors

|  |  |  |
| --- | --- | --- |
| Identification details | Roles/tasks during contract execution | Proportion of subcontracting (% of contract volume) |
| *[Full official name of the identified subcontractor,registered address,statutory registration number,VAT registration number]* |  |  |
| *[Full official name of the identified subcontractor,registered address,statutory registration number,VAT registration number]* |  |  |
| *[REPEAT AS MANY TIMES AS THE NUMBER OF IDENTIFIED SUBCONTRACTORS]* |  |  |
| Other subcontractors that do not need to be identified under Section 2.4.2[[25]](#footnote-26) |  |  |
|  | **TOTAL % of subcontracting** | 0,00% |

## Annex 5.1. Commitment letter by an identified subcontractor

[Letterhead, if any]

SESAR 3 Joint Undertaking

Call for tenders Ref. [reference number]

Attn:

*[Insert date]*

Commitment letter by identified subcontractor

I, the undersigned,

Name:

Function:

Legal entity:

Registered address:

VAT Number:

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

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

Done at:

Name:

Position:

Signature:

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

[Letterhead, if any]

SESAR 3 Joint Undertaking

Call for tenders Ref. [reference number]

Attn:

*[Insert date]*

Commitment letter by an entity on whose capacity is being relied

I, the undersigned,

Name:

Function:

Legal entity:

Registered address:

VAT Number:

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

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

Done at:

Name:

Position:

Signature:

## Annex 6. Financial offer form

Annex 6 is published as a separate Excel document

## Annex 7. Case Study to be submitted as part of the technical offer for Lot 2

**Case Study
(Scenario)
Lot 2**

The SESAR 3 Joint Undertaking is planning to implement a new web conferencing platform for its online meetings and webinars. The DPO has identified that the introduction of such an ICT tool may pose data protection risks to the users and suggested that a Data Protection Impact Assessment (DPIA) shall be conducted before such tool is implemented. The DPO noted that, especially due to the technical complexity of the platform, the ICT colleagues shall be in charge of the DPIA drafting and the DPO will assist and advice where appropriate.

The tenderer may use the following links as background information for the case study:

* <https://www.sesarju.eu/node/3405>
* <https://www.sesarju.eu/dpregister>

With the above in mind, the tenderer is expected to provide a proposal for a DPIA, which shall include:

* The methodology that will be used to draw up the conclusions and recommendations of the DPIA;
* The sections that the DPIA will include;
* Sources that will be used for the drafting of the DPIA;
* Possible risks and mitigation measures that can be introduced to lower the identified risks;
* Recommendations for technical and organisational measures that can be introduced;
* A project management plan indicating the people responsible and the timeframes for concept, design, and implementation;
* How will the tenderer involve the DPO in this project.

The case study should not exceed four pages.

## Annex 8. Acronyms

|  |  |
| --- | --- |
| DPIA | Data Protection Impact Assessment |
| DMO | Document Management Officer |
| DPO | Data Protection Officer |
| EC | European Commission |
| EDPS | European Data Protection Supervisor |
| EUDPR  | Regulation (EU) 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 |
| HAN | Hermes, ARES, NomCom. The record management system used by the European Commission. |
| IA | Initiating Agent – in charge of the preparatory step of a proposed financial transaction. |
| IAC | Internal Audit Capability |
| ICF | Internal Control Framework |
| ICT | Information and Communications Technology |
| IDMS | Information & Document Management System. The document and workflow management system used by the SESAR 3 JU based on Microsoft SharePoint technology. |
| ISO9001 | International standard that specifies requirements for a quality management system |
| ITIL 4 | Information Technology Infrastructure Library Version 4 |
| LISO | Local Informatics Security Officer |
| LSO | Local Security Officer |
| NATO | North Atlantic Treaty Organisation |
| QICT | Quality, Information and Communication Technology Governance Committee |
| QMS | Quality Management System |
| SESAR 3 JU | Single European Sky Air Traffic Management Research |
| SLA | Service Level Agreement |

## Annex 9. Declaration of Confidentiality[[26]](#footnote-27)

Legal entity/contractor: ………………………………………………………

Legal address: ………………………………………………………

………………………………………………………………………………………………………………

………………………………………………………

I, the undersigned, ................................................................................., in my role as on-site resource of the legal entity indicated above, undertake to respect the confidentiality of:

* any confidential information made available to me during and after the expiry date of direct service contract [reference and title - to be completed after the contract award] (hereinafter referred to as “the Contract”).

“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 SESAR JU either directly or indirectly, whether in writing or by any other means, including, but 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.

This commitment of confidentiality shall stay in full force and effect for 10 years after the expiry date of the above mentioned contract.

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 services I provided related to the above mentioned contract to the services carried out.

I undertake to refrain from any declaration that could harm the reputation of the SESAR 3 Joint Undertaking, jeopardise the safety and security of its premises or its data systems.

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 3 Joint Undertaking in my possession at the end of the performance of obligations laid down by the Contract.

I am aware that the disclosure of procedures, names or other sensitive information relating to SESAR 3 Joint Undertaking may result in SESAR 3 Joint Undertaking 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*

1. 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). [↑](#footnote-ref-2)
2. 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. [↑](#footnote-ref-3)
3. Using British spelling [↑](#footnote-ref-4)
4. I.e. a) Cyber and Information Security, b) Data Protection, c) ICT Business Continuity [↑](#footnote-ref-5)
5. Using British spelling [↑](#footnote-ref-6)
6. Using British spelling [↑](#footnote-ref-7)
7. Any reference to specific contracts applies also to order forms (a simplified form of specific contract). [↑](#footnote-ref-8)
8. Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012 (OJ L 193 of 30.07.2018, p.1). [↑](#footnote-ref-9)
9. Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012 (OJ L 193 of 30.07.2018, p.1). [↑](#footnote-ref-10)
10. Please note that the EU Official Journal contains the official list and, in case of conflict, its content prevails

over that of the [EU Sanctions Map](https://www.sanctionsmap.eu/#/main). [↑](#footnote-ref-11)
11. <https://www.wto.org/english/tratop_E/gproc_e/gp_gpa_e.htm>. [↑](#footnote-ref-12)
12. Each economic operator participating in the joint tender is referred to as “group member”. [↑](#footnote-ref-13)
13. Only identified subcontractors (see Section 2.4.2) must be specified in the eSubmission application. [↑](#footnote-ref-14)
14. References to *tenderer* or *tenderers* in this document shall be understood as covering both sole tenderers and groups of economic operators submitting a joint tender. [↑](#footnote-ref-15)
15. This does not apply to subcontractors on whose capacity the tenderer relies to fulfil the selection criteria – for these the documentation required for subcontractors must be provided. [↑](#footnote-ref-16)
16. The obligation to provide the supporting evidence will be waived in the following situations:

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

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

if there is a material impossibility to provide such evidence. [↑](#footnote-ref-17)
17. The obligation to provide the supporting evidence will be waived in the following situations:

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

if such evidence can be accessed by the contracting authority on a national database free of charge, in which case the economic operator shall provide the contracting authority with the internet address of the database and, if needed, the necessary identification data to retrieve the document. [↑](#footnote-ref-18)
18. Please note that the EU Official Journal contains the official list and, in case of conflict, its content prevails

over that of the [EU Sanctions Map](https://www.sanctionsmap.eu/#/main). [↑](#footnote-ref-19)
19. Regulation (EU) 2018/1725 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, OJ L 295/39, 21.11.2018, <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32018R1725&from=EN> [↑](#footnote-ref-20)
20. See [here](https://audiovisual.ec.europa.eu/en/video/I-222708) how to apply a QES on a document exchanged with a European institution, body or agency. [↑](#footnote-ref-21)
21. For a call for tenders resulting in multiple framework contracts this information will be provided for all successful tenderers and tenders. [↑](#footnote-ref-22)
22. For the definition of trade secrets please see Article 2 (1) of [Directive (EU) 2016/943 on the protection of undisclosed know-how and business information (trade secrets) against their unlawful acquisition, use and disclosure](https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32016L0943). [↑](#footnote-ref-23)
23. See Article 4 (2) of the [Regulation (EC) No 1049/2001 regarding public access to European Parliament, Council and Commission documents](https://eur-lex.europa.eu/legal-content/en/TXT/?uri=CELEX%3A32001R1049). [↑](#footnote-ref-24)
24. A document that the Contracting authority can access on a national database free of charge does not need to be submitted if the Contracting authority is provided with the exact internet link and, if applicable, the necessary identification data to retrieve the document. [↑](#footnote-ref-25)
25. For this category of subcontractors, please provide in a general manner their intended roles/tasks during contract execution, as well as the aggregated % of contract volume for all non-identified subcontractors. [↑](#footnote-ref-26)
26. Refer to Section 1.11 of the Tender Specifications – SESAR 3 Joint Undertaking call for tenders ref. S3JU/LC/006-CFT [↑](#footnote-ref-27)