



Tender Specifications annexed to Invitation to Tender

Ref. SJU/LC/0095-CFT

Performance of a SESAR Strategy and Management Framework Study for Information Cyber-Security

01 October 2013

Table of Contents

1	INTRODUCTION	1
1.1	ACRONYMS	1
1.2	WHAT IS SESAR.....	1
1.2.1	<i>What is ATM cyber-security in SESAR</i>	<i>1</i>
1.2.2	<i>What is SWIM.....</i>	<i>2</i>
	. THE SUCCESS OF THIS VISION DEPENDS UPON ENSURING THE RESILIENCE OF SWIM AS IT EVOLVES AND FACES NEW GENERATIONS OF THREATS.....	2
2	TERMS OF REFERENCE	3
2.1	SUBJECT OF THE STUDY	3
2.2	OBJECTIVE AND SCOPE	3
2.3	DESCRIPTION OF DELIVERABLES	4
2.3.1	<i>ATM Cyber-Security Threat and Vulnerability Assessment (Deliverable D.1) ..</i>	<i>4</i>
2.3.2	<i>SESAR Target ATM Cyber-Security Framework (Deliverable D.2).....</i>	<i>4</i>
2.3.3	<i>SESAR Cyber-security maturity assessment (Deliverable D.3)</i>	<i>4</i>
2.3.4	<i>SESAR Cyber-Security Strategy and evolution (Deliverable D.4)</i>	<i>5</i>
2.4	PROJECT MANAGEMENT, TIMEFRAME AND MEETINGS	5
2.4.1	<i>Project management</i>	<i>5</i>
2.4.2	<i>Deliverable and Milestones.....</i>	<i>5</i>
2.4.3	<i>Place of performance and meetings.....</i>	<i>6</i>
2.5	REFERENCES	6
3	INFORMATION ABOUT THE PROCEDURE	7
3.1	INDICATIVE TIMETABLE	7
3.2	VALUE.....	7
3.3	PARTICIPATION IN THIS PROCEDURE	7
3.3.1	<i>Consortia</i>	<i>7</i>
3.3.2	<i>Subcontracting</i>	<i>8</i>
3.4	VARIANTS	8
3.5	INTELLECTUAL PROPERTY RIGHTS.....	8
4	ASSESSMENT OF THE TENDERS AND AWARD OF THE CONTRACT	9
4.1	INTRODUCTION	9
4.2	ASSESSMENT IN THE LIGHT OF EXCLUSION CRITERIA	9
4.3	ASSESSMENT IN THE LIGHT OF SELECTION CRITERIA	11
4.3.1	<i>Legal capacity</i>	<i>11</i>
4.3.2	<i>Economic and financial capacity.....</i>	<i>11</i>
4.3.3	<i>Technical and professional capacity</i>	<i>12</i>
4.4	ASSESSMENT IN THE LIGHT OF AWARD CRITERIA.....	12
4.4.1	<i>Technical evaluation.....</i>	<i>12</i>
4.4.2	<i>Financial evaluation and recommendation for award.....</i>	<i>13</i>
5	ANNEXES	14

1 INTRODUCTION

1.1 Acronyms

ANSP	Air navigation service provider
ATC	Air Traffic Control
ATM	Air Traffic Management
EATMS	European ATM System
EC	European Commission
EU	European Union
IA	Information Assurance
ICAO	International Civil Aviation Organisation
R&D	Research and Development
SES	Single European Sky
SESAR	Single European Sky ATM Research
SJU	SESAR Joint Undertaking
SWIM	System Wide Information Management

1.2 What is SESAR

SESAR is a European initiative aiming at modernising and harmonising the European ATM system ensuring sustainable, safe and efficient air transport development through a performance driven approach.

The on-going SESAR Programme consists of around 300 Projects, inter-related and grouped into 16 Work Packages, each encompassing a particular domain of ATM (either operational, technical or transversal). Each SESAR Project has a defined set of deliverables i.e. expected tangible solutions that enable an improvement in ATM.

Progressively, the SESAR Projects are taking the necessary steps towards the validation of the SESAR concept of operation. This includes, in particular, the establishment of the operational requirements, the development and verification of technical prototypes, the conduct of validation activities that reach the most mature stage in yearly Releases and the performance of demonstration activities aimed at further exploring the operational benefit of SESAR solutions in a real-life environment.

Further information on the SESAR activities is available at www.sesarju.eu

1.2.1 What is ATM cyber-security in SESAR

ATM security is concerned with those threats that are aimed at the ATM system directly or where ATM plays a key role in the prevention or response to threats aimed at high

value assets and operations of the air transport system. It refers to various measures with a view to safeguarding elements at risk (assets or operations) against a broad range of threats (e.g. crime, espionage, sabotage and attack including denial of service attacks) and the exploitation of vulnerabilities which then result in a security incident impacting the performance of the ATM System.

Adequate security performance does not result from securing only the physical infrastructure. A “mission-centric” security approach based on strategic objectives strives to secure the critical assets and processes and applies equally to staff, infrastructure, information and the processes applied within an organisation. Within the SESAR work programme, there are already several projects that define the general ATM security management framework to be applied throughout the programme. However considering that the SESAR concept of operations relies, inter alia, on the notion of a System Wide Information Management system (SWIM – see below), a more specific analysis and approach for cyber-security is required.

1.2.2 What is SWIM

The ATM community increasingly depends on the exchange of timely, relevant, accurate and quality-assured information in order to collaborate and make informed decisions. This will be supported step by step by SWIM, currently under development in the SESAR Programme, through an interconnected set of domain systems providing or consuming information, including human users and aircraft.

Information will be made available and processed through services which need to comply with applicable standards and be registered, but SWIM promotes and contributes also to open standards on a wide basis.

On the basis of a shared situational awareness, all the ATM actors will make better and faster decisions collaboratively for the purpose of orchestrating and conducting highly efficient operations.

The realisation of SWIM is expected to be an evolutionary process based on a gradual transition towards a service-oriented European ATM System (EATMS). The adoption of SWIM will be flexible, fostering increased levels of collaboration within business domains and enabling supporting systems to interact in an interoperable and standardised way.

Further information on SWIM is available at www.sesarju.eu/swim.

The success of this vision depends upon ensuring the resilience of SWIM as it evolves and faces new generations of threats.

2. TERMS OF REFERENCE

2.1 Subject of the Study

The future European ATM System has to be trusted by the general public, as well as by Governmental Authorities. It must be sufficiently secure, resilient and trustworthy to support the EU goals of modernisation of the whole ATM sector.

As the future EATMS strongly relies on SWIM, its effective protection by addressing cyber-threats in particular is essential to guarantee the effectiveness, efficiency and economy of this future system in all circumstances.

This implies not only a technological change but also and more importantly a cultural change due to its existing architecture, components and reliance on human operators. If not properly coordinated, individual responses to cyber-threats that change over time, could lead to significant inefficiencies and costs.

Technical solutions to cyber-threats do exist and some are already explored and implemented in the SESAR programme. Nevertheless, there is a need for a systemic approach to cyber-security for SWIM, considering in particular best practices implemented in other sectors. There is also a window opportunity to ensure that the approach to cyber-security adopted in SESAR considers the most advanced policies and approaches existing in other domains and organisations.

Furthermore, cyber-security is as well an opportunity with regard to operational and cross-border interoperability. Any approach which would not adequately consider the needs for international cooperation to ensure interoperability, in particular through standards definition, carries the risk of a major failure. It is also important to understand the economic implications of any proposed investments in this area, for an accepted level of risk.

For this purpose, the SJU is launching an open call for tender aimed at concluding a direct service contract with one successful tenderer for the provision of the services described below.

2.2 Objective and scope

In order to introduce a holistic approach to cyber-security, which will complement the general ATM security approach already taken into account in the programme, the objective of the future contract is the performance of a "SESAR Strategy and Management framework study for Information Cyber-Security" (hereafter called "the Study").

The results of the Study shall detail an approach to ATM information cyber-security taking into consideration:

- the experience of various industry domains and leading edge consultancy and guiding frameworks,
- the cyber-security strategy of the European Union and the already delivered outlined actions.

Furthermore, the approach has to be scalable and applicable across different partner organisations and contractors in many different Member States at different levels of security maturity.

These results would later be applied to support the SESAR Programme next developments, in particular on SWIM, and be the grounds of a cyber-security strategy

aiming at adequately managing information on cyber-security aspects in the new ATM systems. Such strategy could then participate to the effective deployment of the new ATM systems and to their interoperability.

Consideration of the interoperability dimension, as well as the definition of standards agreed at international level is also paramount to make the approach to cyber-security successful.

With regard to the aforementioned expectations, the Study shall provide:

- an ATM Cyber-Security Threat and Vulnerability Assessment;
- a SESAR Target ATM Cyber-Security Framework;
- a SESAR Cyber-Security Maturity Assessment; and
- a SESAR Cyber-Security Strategy.

2.3 Description of Deliverables

The selected contractor shall provide the SJU with the deliverables listed below.

All deliverables shall be in English, in electronic format (in principle Microsoft Office format or compatible formats) and one hard copy.

2.3.1 ATM Cyber-Security Threat and Vulnerability Assessment (Deliverable D.1)

This work stream (Deliverable D.1) shall provide the best knowledge of the "Cyber-security Ecosystem" of the future EATMS enabled by SWIM in which more and more ATM operations and organisations will have to rely on an over global system of interconnected sub-systems.

As a prerequisite for the implementation of a sound cyber-security policy today, the "Cyber-security Ecosystem" should be, as a matter of fact, the comprehensive identification and understanding of the environment, the threats and their typology (including the threats from within), the methods of attack, as well as the business consequences.

2.3.2 SESAR Target ATM Cyber-Security Framework (Deliverable D.2)

The effective and efficient management of cyber-security in a multi-organisational and multi-cultural development context like SESAR is complex. The processes to be applied, the expertise to be used and the information to be managed will need to evolve over time to increasing levels of maturity.

In order to make a well managed evolution possible sharing properly interactions – for example - between safety and security, a pragmatic and practical framework is required in order to measure at given moments the level of maturity and capability reached in comparison to a required level and to select areas of evolution and high level requirements to reach the next level.

Deliverable D.2 shall provide such a framework.

2.3.3 SESAR Cyber-security maturity assessment (Deliverable D.3)

The SESAR programme has already reached a certain level of maturity in addressing the cyber-security risks associated with its ATM developments. In order to understand the level of maturity already achieved and to manage its further evolution, Deliverable D.3 shall be the output of a first SESAR cyber-security maturity assessment, applying the

framework developed as D.2 to the SESAR programme and in particular its SWIM component. This assessment will also lead to an identification of the areas of improvement that should be addressed in order to make it possible for SESAR to handle the ATM cyber security threats as identified in D.1 in an appropriate way.

2.3.4 SESAR Cyber-Security Strategy and evolution (Deliverable D.4)

With the understanding of the existing level of maturity of addressing cyber-security in SESAR described in D.3, the final deliverable D.4 shall provide a set of proposed steps that would be taken in applying such a strategy to reach the target level (to be defined as part of this strategy) of cyber-security maturity that should allow SESAR and its SWIM component to address the ATM cyber security threats as identified in D.1 in an appropriate way.

2.4 Project management, timeframe and meetings

2.4.1 Project management

The tenderer will be responsible to gather and organise all the information and to produce and submit the Study results including the identified Deliverables and all the associated management, review and consultation activities.

2.4.2 Deliverable and Milestones

The Consortium shall submit to the SJU the Draft and Final Deliverables described in Section 2.3 above in accordance with the planning outlined below.

Due Date	Deliverable ID & Description
T0 ¹ + 10 weeks	First draft Deliverable D.1
T0 + 13 weeks	Final version of Deliverable D.1
T0 + 20 weeks	First draft Deliverable D.2
T0 + 23 weeks	Final version of Deliverable D.2
T0 + 30 weeks	First draft Deliverable D.3
T0 + 33 weeks	Final version of Deliverable D.3
T0 + 40 weeks	First draft Deliverable D.4
T0 + 43 weeks	Final version of Deliverable D.4

Upon the release of each Draft Deliverable, the SJU, with the support of its partners and/or internal-external experts, shall review the submitted documents in terms of structure, technical content and quality and may request additional information or a revised Deliverable.

Acceptance of the deliverables by the SJU will be performed after the respective Deliverable Review within one month after reception. In case of need to update or reject

¹ T0 - Date of the kick meeting

the deliverables, a report indicating the reasons will be provided, with the relevant explanation and proposed resolution. The contractor will have fifteen calendar days in which to submit additional information or corrections as set forth in Article I.4 of the draft contract.

2.4.3 Place of performance and meetings

The activities will be performed at the contractor's premises.

A total of 5 meetings (one kick off meeting and one per deliverable) are expected to take place in Brussels at the SJU's premises. Tenderers should take travel costs into account at the time of preparing the tender.

2.5 References

- European ATM Master Plan Edition 2, www.atmmasterplan.eu/download/25
- SESAR Step 1 Concept of Operations, www.sesarju.eu/sites/default/files/documents/highlight/SESAR_ConOps_Document_Step_1.pdf

3 INFORMATION ABOUT THE PROCEDURE

3.1 Indicative timetable

Milestone	Deadline
Launch of this call for tenders	01 October 2013
Deadline for requesting additional information/clarification from the SJU	No later than 15 calendar days before the closing date for submission of tenders
Last date on which clarifications are issued by SJU	No later than 6 calendar days before the closing date for submission of tenders
Deadline for reception of tenders at SJU's premises	25-08 November-January 2014 ³
Notification of award	December-February 2013 ⁴ (indicative)
Service contract signature and starting date of the Study activities	Before year-end ⁴ March -2013 ⁴

3.2 Value

The maximum allocated budget for this Study is 700.000,00 EUR (VAT excluded).

3.3 Participation in this procedure

Due to the nature of the activities to be performed, tenderers should be set up as a consortium ~~and~~ composed of at least two independent legal entities. The members of the consortium possessing each of them shall cover the following expertise:

1. General management and consultancy services with specific expertise in Cyber security also in domains beyond ATM, air transport.
2. European ATM systems.

In addition to the above, the particularities of the SESAR programme encourage and welcome the participation of Small Medium Enterprises, Research Centres, Universities and other similar private/public bodies in Consortia.

3.3.1 Consortia

A consortium is defined as a legally-established grouping or a grouping which has been constituted for the present procedure. Consortia shall comply with the rules of competition.

All members of a consortium (i.e., the coordinator/consortium leader and all other consortium members) are jointly and severally liable to the SJU for the performance of the Service contract as a whole.

In order to facilitate the coordination of the Study, the consortium members shall designate one of them as "Coordinator" and single point of contact towards the SJU.

Upon, the SJU shall sign the Service contract with the Coordinator duly authorised by the other consortium members via a mandate (see template attached hereto as Annexe II).

3.3.2 Subcontracting

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

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

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

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

3.4 Variants

Variants on the terms of reference are not permitted.

3.5 Intellectual Property Rights

The tenderer selected for award of the contract will be subject to the IPR provisions of the draft contract which is annexed to Invitation to tender ref. SJU/LC/0095-CFT, i.e. Articles I.8 and II.10 thereof.

In addition, it should be noted that, if the activity results (please, refer to the draft contract for the definition of the "results") are not to be fully created for the purpose of the contract it should be clearly pointed out in the tender. There should be information provided about the scope of pre-existing materials, their source and when and how rights to them have been acquired.

In the tender all quotations or information originating from other sources and to which third parties may claim rights have to be clearly marked (source publication including date and place, creator, number, full title etc.) in a way allowing easy identification.

4 ASSESSMENT OF THE TENDERS AND AWARD OF THE CONTRACT

4.1 Introduction

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

The assessment procedure will be carried out in three consecutive stages:

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

The aim of these stages is:

- to check on the basis of the exclusion criteria, whether the tenderer can take part in the procurement procedure;
- to check on the basis of the selection criteria, i.e. legal, economic and financial, technical and professional capacity of each tenderer, whether the tenderer could undertake the task; and
- to assess on the basis of the award criteria each tender which has passed the exclusion and selection stages

4.2 Assessment in the light of exclusion criteria

In order not to be excluded from participation in this procedure, the coordinator and each consortium member cannot be in any of the following exclusion grounds:

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

Evidence to be provided:

1. Accordingly, tenderers [the coordinator and each consortium member] must provide a **Declaration on honour** (see Annex I), duly signed and dated, stating that they are not in one of the situations referred to above².

Nota Bene:

Only the coordinator and each consortium member to which the contract is to be awarded shall provide, within 15 calendar days³ following notification of award and preceding the signature of the contract, the following documentary proofs (**originals**) to confirm the declaration referred to above:

2. For situations described in (a), (b) and (e), production of a recent⁴ **extract from the judicial record** is required or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied. Where the tenderer is a legal person and the national legislation of the country in which the tenderer is established does not allow the provision of such documents for legal persons, the documents should be provided for natural persons, such as the company directors or any person with powers of representation, decision making or control in relation to the tenderer.
3. For the situation described in point (d) above, recent⁵ certificates or letters issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the Tenderer is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.⁶
4. For any of the situations (a), (b), (d) or (e), where *any* document described in two paragraphs above is *not issued* in the country concerned, *it* may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

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

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

http://ec.europa.eu/internal_market/publicprocurement/e-procurement/e-certis/index_en.htm.

² Where parts of the services are intended to be subcontracted the tenderer has also to ensure that the subcontractors satisfy the exclusion criteria as indicated in section 18 of invitation to tender Ref. SJU/LC/095.-CFT. Where a consortium is submitting a tender, each member of consortium must provide the required Declaration on honour as indicated in section 16 of the mentioned invitation.

³ Depending on the urgency of the procurement procedure, however, in any case not less than 14 calendar days and considering that the time given has to be reasonable (i.e. taking into consideration holiday periods, practices of national authorities of certain Member States of the EU etc).

⁴ Not older than one year.

⁵ Not older than one year.

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

4.3 Assessment in the light of selection criteria

The tenderer must have the overall capabilities (legal, economic, financial, technical and professional) to perform the Study. All the minimum requirements listed below must be met in order to enter the next phase of the assessment in the light of award criteria.

Please note that in the selection phase, assessment focuses strictly on the quality of the track record of the tenderer and not on the quality of the (technical) offer.

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

4.3.1 Legal capacity

Tenderers (i.e., the coordinator and each consortium member) are required to prove that they are authorised to perform the contract under the national law.

Evidence to be provided:

1. Tenderers (the coordinator and each consortium member) shall provide a duly filled in and signed Legal entities' form (see section 7 b) of the Invitation to tender Ref. SJU/LC/0095-CFT).
2. Evidenced of inclusion in a trade or professional register, or a sworn declaration or certificate, membership of a specific organisation, express authorisation or entry in the VAT register.

4.3.2 Economic and financial capacity

The tenderer (the coordinator and each consortium member) shall present the following documents in order to prove its sufficient economic and financial capacity to perform the study:

Evidence to be provided:

1. Evidence of professional risk indemnity insurance; and
2. Balance sheets (or extracts from balance sheets) for at least the last two years for which accounts have been closed; and
3. Statement of overall turnover during the last three financial years; and
4. If the tenderer relies on the capacity of other entities (i.e. consortium members), a written undertaking (e.g. letter of intent) on the part of those entities confirming that they will place the resources necessary for performance of the contract at the tenderer's disposal, shall be provided (see section 18bis of the invitation to tender Ref. SJU/LC/0095-CFT).

If, for some exceptional reason which the SJU considers justified, the tenderer (i.e., the coordinator and each consortium member) is [are] unable to provide the references requested here above, the economic and financial capacity may be proved by any other means which the SJU considers appropriate.

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

4.3.3 Technical and professional capacity

Tenderers (the coordinator and each consortium member and subcontractors) are required to prove sufficient technical and professional capacity to perform the Study. Tenderers not complying with the following minimum requirements will not be considered for the subsequent phase.

Minimum requirements

1. Tenderer must be set up as a consortium formed by at least two legal entities as defined above in section 3.3
2. ~~Each member of~~ The consortium must have participated and/or directly contributed in at least three assignments on a relevant subject (ATM and/ or cyber security) at international level in the past three years.
3. Designated project managers should have at least 5 (five) years of experience as project manager in a relevant field (ATM and/ or cyber security).
4. The tenderer must be able to conduct substantial written assignments in English.

Evidence to be provided:

In order to provide evidence on compliance with the above minimum requirements, tenderers (the coordinator and members/subcontractors performing critical tasks) are requested to present the following information and make clear reference to the skills and expertise conducting similar type of activities in the cyber security and ATM domains:

- A brief presentation of the Tenderer containing a detailed description of the Consortium structure (coordinator, other member/s and/or already identified subcontractors) and main current activities;
- List of publications, research material or position papers on the subject of this procedure, i.e.: ATM and/or cyber security, conducted in the last 3 (three) years;
- References or evidence from other entities, at least 3 (three), to which similar services were provided or for which studies with similar objectives were performed;
- Detailed CVs of managerial staff and persons who will be responsible for carrying out the project.

4.4 Assessment in the light of award criteria

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

The contract will be awarded on the basis of the economically most advantageous tender on the basis of the following evaluations:

4.4.1 Technical evaluation

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

Tenders must reach a minimum score of 50% or more per criterion and 70 points or more globally as a result of the technical evaluation in order to be admitted to the financial evaluation.

Nota bene: Tenders presenting a mere repetition of the tender specifications or source documentation as part of the technical offer **will be penalised** i.e.: scored below the minimum required.

N°	Award criteria	Maximum
1	Presentation and clarity of the tender: <ul style="list-style-type: none"> - Clarity and readability of the tender; - Adequacy and specific adaptation of the tender to the specifications; - Presentation of the tender in respect of points 4 and 5 of the invitation to tender. 	15
2	Organisational aspects of the tenderer: <ul style="list-style-type: none"> - Adequacy of the proposed Consortium structure and alignment to the requirements set in section 3.3 - Suitability of the composition and balance of the proposed team for the performance of the activities: - Suitability of the proposed resources assigned for each Deliverable in terms of: <ul style="list-style-type: none"> - skills of the proposed team members; - proposed material; in coherence with the tenderer's capacity	30
3	Quality of the offer and methodology: <ul style="list-style-type: none"> - Understanding of cyber security and ATM domains, and consideration of interoperability dimension as well as international standards; - Understanding of the overall objectives of the Study and of the operational technical requirements of each deliverable; - Appropriateness of the whole proposed methodological approach (in particular data collection, tools for interpretation of information and formulation of conclusions and recommendations) for achieving the objectives of the Study; - Added value to the SESAR programme. 	55
Total score for technical compliance		100

For lower scores than the ones indicated above, the tenders will be considered non-suitable and therefore excluded.

4.4.2 Financial evaluation and recommendation for award

The price to be taken into account for the financial evaluation and for the award of the contract is the one proposed by the tenderer in the financial offer (~~a template of it is to be found in Annex II~~) as indicated in the Invitation to tender ref. SJU/LC/095-CFT.

The lowest priced acceptable tender (that is eligible and has obtained at least the minimum points required in the technical evaluation), will be used to compare the price of the remaining acceptable tenders.

The contract will be awarded to the tenderer offering the highest ratio by weighting quality (score of technical evaluation) against price (price quoted in the financial offer compared to the lowest price) on a 70/30 basis as indicates the following formula:

$$\text{Ratio Quality/Price Score tender Y} = \left[\left(\frac{\text{Technical score of Offer Y}}{\text{Highest quality technical score}} \times 70\% \right) + \left(\frac{\text{Lowest price}}{\text{Price of Offer Y}} \times 30\% \right) \right]$$

5 ANNEXES

ANNEXE 1 - DECLARATION OF HONOUR WITH RESPECT TO THE EXCLUSION CRITERIA AND ABSENCE OF CONFLICT OF INTEREST

ANNEXE 2 – MANDATE CONSORTIUM COORDINATOR



ANNEXE 1

DECLARATION OF HONOUR WITH RESPECT TO THE EXCLUSION CRITERIA AND ABSENCE OF CONFLICT OF INTEREST

(Complete or delete the parts in grey italics in parentheses)

[Choose options for parts in grey between square brackets]

The undersigned (*insert name of the signatory of this form*):

☐ in *[his][her]* own name (*for a natural person*)

or

☐ representing the following legal person: (*only if the economic operator is a legal person*)

full official name:

official legal form:

full official address:

VAT registration number:

➤ declares that *[the above-mentioned legal person][he][she]* is not in one of the following situations:

- g) is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- h) has been convicted of an offence concerning professional conduct by a judgment of a competent authority of a Member State which has the force of *res judicata*;
- i) has been guilty of grave professional misconduct proven by any means which the contracting authorities can justify including by decisions of the European Investment Bank and international organisations;
- j) is not in compliance with all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established, with those of the country of the contracting authority and those of the country where the contract is to be performed;
- k) has been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity, where such activity is detrimental to the Union's financial interests;
- l) is subject to an administrative penalty for being guilty of misrepresenting the information required by the contracting authority as a condition of participation in a grant award procedure or another procurement procedure or failing to supply this information, or having been declared to be in serious breach of its obligations under contracts or grants covered by the Union's budget.

➤ *(Only for legal persons other than Member States and local authorities, otherwise delete)* declares that the natural persons with power of representation, decision-

making or control⁷ over the above-mentioned legal entity are not in the situations referred to in b) and e) above;

- declares that [the above-mentioned legal person][he][she]:
 - m) has no conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinity, family, emotional life or any other shared interest;
 - n) will inform the contracting authority, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest;
 - o) has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to award of the contract;
 - p) provided accurate, sincere and complete information to the contracting authority within the context of this procurement procedure ;
- acknowledges that [the above-mentioned legal person][he][she] may be subject to administrative and financial penalties⁸ if any of the declarations or information provided prove to be false.

In case of award of contract, the following evidence shall be provided upon request and within the time limit set by the contracting authority:

For situations described in (a), (b) and (e), production of a recent extract from the judicial record is required or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied. Where the tenderer is a legal person and the national legislation of the country in which the tenderer is established does not allow the provision of such documents for legal persons, the documents should be provided for natural persons, such as the company directors or any person with powers of representation, decision making or control in relation to the tenderer.

For the situation described in point (d) above, recent certificates or letters issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the tenderer is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.

For any of the situations (a), (b), (d) or (e), where any document described in two paragraphs above is not issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

If the tenderer is a legal person, information on the natural persons with power of representation, decision making or control over the legal person shall be provided only upon request by the contracting authority.

Full name

Date

Signature

⁷ This covers the company directors, members of the management or supervisory bodies, and cases where one natural person holds a majority of shares.

⁸ As provided for in Article 109 of the Financial Regulation (EU, Euratom) 966/2012 and Article 145 of the Rules of Application of the Financial Regulation

ANNEXE 2

MANDATE CONSORTIUM COORDINATOR

I, the undersigned, [forename and surname of the legal representative of the consortium member signing this mandate], representing,
 [full official name of the consortium member] [ACRONYM]
 [official legal status or form]⁹
 [official registration No]¹⁰
 [full official address]
 [VAT number],
 hereinafter referred to as "the consortium member",

for the purposes of the signature and the implementation of the contract resulting of call for tender ref. SJU/LC/0095-CFT with the SESAR Joint Undertaking (hereinafter referred to as "the contract")

hereby:

1. Mandate

[full official name of the coordinator] [ACRONYM]
 [official legal status or form]
 [official registration No]¹¹
 [full official address]
 [VAT number],

represented by [forename, surname and function of the legal representative of the coordinator]
 (hereinafter referred to as "the coordinator")

to sign in my name and on my behalf the contract and its possible subsequent amendments with the SESAR Joint Undertaking.

2. Mandate the coordinator to act on behalf of the consortium member in compliance with the contract.

I hereby confirm that the consortium member accepts all terms and conditions of the co-financing agreement and, in particular, all provisions affecting the coordinator and the other consortium members. In particular, I acknowledge that, by virtue of this mandate, the coordinator alone is entitled to receive funds from the SESAR Joint Undertaking and distribute the amounts corresponding to the consortium member's participation in the contract.

I hereby accept that the consortium member will do everything in its power to help the coordinator fulfil its obligations under the contract, and in particular, to provide to the coordinator, on its request, whatever documents or information may be required.

I hereby declare that the consortium member agrees that the provisions of the contract, including this mandate, shall take precedence over any other agreement between the consortium member and the coordinator which may have an effect on the implementation of the contract.

This mandate shall be annexed to the contract as part of the tender, in case of award of contract to the consortium, and shall form an integral part thereof.

SIGNATURE

⁹ To be deleted or filled in according to the "Legal Entity" form

¹⁰ To be deleted or filled in according to the "Legal Entity" form

[forename, surname, function of the legal representative of the mandating consortium member]
[signature]

Done at [place], [date]

In duplicate in English