



Tender Specifications annexed to Invitation to Tender

Ref. SJU/LC/0146-CFT

Reception and Back-Office Reception Services

11 December 2018

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1 Introduction

1.1 Acronyms and terminology

| | |
|--------------|--|
| ATM | Air Traffic Management |
| SESAR | Single European Sky ATM Research (The technology pillar of the Single European Sky legislation) |
| SJU | SESAR Joint Undertaking (European Union body under Council Regulation (EC) No 219/2007 as amended by Council Regulation (EC) No 1361/2008) |

1.2 Introduction to SJU

The purpose of SJU created under Article 187 of the Treaty on the Functioning of the European Union, is to ensure the modernisation of the European Air Traffic Management (ATM) system through the coordination and concentration of all relevant research and development efforts.

SJU is responsible for the implementation of the European ATM Master Plan and for carrying out specific activities aimed at the development of a new generation ATM system capable of ensuring the safety and fluidity of air transport worldwide over the next thirty + years. Further information on the activities of SJU is available at www.sesarju.eu.

1.3 Description of the premises and organisational aspects

The offices of SJU are located in Brussels, Avenue Cortenbergh 100, occupying floor 4th (750m²) and 5th (1000m²) the building.

Description of 4th floor: Reception and cafeteria (approx. 50m²), 5 (five) meeting rooms (approximately 400m²), 2 (two) sanitary rooms and 2 (two) shower rooms; the remaining part of the surface is occupied by landscaping offices and two technical rooms.

Description of 5th floor: Meeting room (35m²), a kitchen area (8m²), 4 (four) sanitary spaces and a technical room; the rest of the surface is occupied by landscaped or closed offices.

There are 88 seats for employees working at SJU and about 2500 visitors are welcomed each year. The meeting rooms can be used all day (from 09:00 a.m. to 6:00 p.m.).

2 Terms of Reference

2.1 Subject

In order to ensure a welcoming environment for its guests and the proper execution of certain administrative tasks, SJU needs avail itself of *on site resources for the provision of reception and back-office reception services*.

2.2 Objective and scope

In support of delivering SJU purpose and core responsibilities, SJU operates its own reception services with the support of the following functions:

1. visitor-oriented 'receptionist' as detailed in section 2.3.1
2. SJU-oriented "back-office reception" service roles as detailed in section 2.3.2.

These tender specifications describe the context and requirements for these services.

SJU currently operates with a front office reception the "receptionist" and a "back-office reception".

For this purpose, SJU is launching an open call for tender aimed at concluding a direct service contract with one (1) successful tenderer to provide receptionist and back-office reception services.

2.3 Description of required services

The provision of the reception and back-office reception services in SJU cannot in any way lead to a working relationship between them and SJU.

At any time during the execution of the Contract, in the event that SJU finds that the person in charge of the performance of the services does not satisfy the requirements of SJU as formulated in these specifications, the tenderer 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 the services described.

The list of holidays of SJU for the year 2018 attached to this document is merely indicative and for information purposes only (Annex 2). The list of holidays will be updated and communicated to the successful tenderer before the end of every year.

The services subject of this call for tenders must be provided in compliance with all rules applicable within SJU's premises.

2.3.1 Reception service

When providing the reception services on-site the future contractor shall be considered as the first point of contact between the visitors and SJU.

The following tasks relate to the service to be provided (the below list is non-exhaustive, similar tasks in kind and nature might be requested depending on the needs of SJU):

- Telephone: Answering the standard phone, transferring or taking messages
- Welcoming of visitors and technicians: Welcoming, booking of taxis, reservation / management of visitors parking spaces

- Welcoming of suppliers: Welcoming, receipt of deliveries, verification and storage
- Meeting rooms: Preparation of meeting rooms (set up of rooms, blocks, pencils, water, easels, nametags, etc.)
- Cafeteria: Organization of meeting coffee breaks and lunches, maintenance of cafeteria cleanliness, inventory management of consumables and preparation of orders
- Office supplies: Inventory management, ordering administrative supplies
- Assistance to the Secretariat: Mail registration, invoice registration, photocopies, scans, destruction of documents, sending documents by express mail

2.3.2 Back-office Reception service

The successful tenderer in charge of performing the back-office reception services shall grant administrative and coordination services related (the below list is non-exhaustive, similar tasks in kind and nature might be requested depending on the needs of SJU):

- Building Services: Accommodation planning
- Logistic Services: Request and record the works of the technicians (as for example but not limited to: cleaning, facilities intervention, flower, water fountains and coffee machines); Follow-up of maintenance schedule interventions
- Hospitality management: Logistic Services
- Meeting rooms: Logistics services and equipment requirements delivery
- Cafeteria and lavatories/shower spaces: Ordering of supplies, follow-up of cleaning criteria
- Ensure availability of office supplies
- Inventory stocktaking
- Archiving tasks

2.4 Working arrangements and schedule

The future contractor shall ensure business continuity of the on site resources for the services described above. The replacement to be deployed shall possess the same technical capacity as the main on site resource.

All and any replacements shall be invoiced at the same rate as the one identified at the financial offer regular schedule (see Annex 3).

Therefore, the tenderer must specify in the offer the means intended to ensure continuity of services and minimize the absence of the on site resource (transfer of procedures, training of replacements).

2.4.1 Reception Services

With the exception of SJU holidays (applicable per calendar year), the tenderer undertakes to provide reception services as described in Section 2.3 above, from 8:30 am to 12:30 pm and 13:00 pm to 5:00 pm Monday to Friday, a total of 40 hours per week (the core hours).

In exceptional circumstances, SJU may request exceptional support to be performed on-site by the on-site resource. The implementation of the exceptional support requested outside core hours will be managed by ad-hoc purchase orders (see draft direct service contract attached to this invitation

to tender and Annex 4) at the rate specified in the successful tenderer's financial offer (see attached template in Annex 3). The contractor should send by email to SJU the counter-signed purchase order within three working days. In case of emergency interventions, the purchase order can also be sent a posteriori.

In case of **unforeseen absence and/or sickness** of the resource on site for the provision of the reception service, in order to ensure continuity of services, the contractor is responsible to provide a replacement:

- a) when the absence/sickness occurred **during the performance of the services**, at the earliest possibility and in any event no later than one (1) hour from the moment the contractor has been informed, ..
- b) when the contractor has been informed of the absence/sickness **before the start of the performance of the services** by 08:30 am or if not possible at the earliest.

In case of **planned leave** of the resource on site for the provision of the reception service, the contractor is responsible to provide a replacement for the whole duration of the leave.

2.4.2 Back-office Reception Services

With the exception of SJU, applicable per calendar year, holidays, the tenderer undertakes to provide back-office reception services as described in Section 2.3 above, 8 hours per day Monday to Friday. The core office hours during which the back-office receptionist will be bound to be present at SJU offices are: Monday to Thursday 09:30-12:30 and 14:30-16:30 and Friday 09:30-12:30 and 14:30-16:00 (core working hours). The resource on site shall complete in total 8 working hours each day Monday to Friday.

In case of **unforeseen absence and/or sickness** of the resource on site for the provision of the back-office services, in order to ensure continuity of services, the contractor is responsible:

- a) to inform the resource on site for the provision of the reception service to take over the post of the back-office reception as soon as replacement is provided for the receptionist, when the absence/sickness occurred **during the performance of the services**. The replacement should be provided as soon as possible and in any event, no later than two (2) hours from the moment the contractor has been informed of this situation.
- b) to inform the resource on site for the provision of the reception service to take over the post of the back-office reception effective immediately as from 08:30 am, when the contractor has been informed of the absence/sickness **before the start of the performance of the services**. The contractor is also responsible to provide a replacement for the resource on site for the provision of the reception service who should be on-site at 08:30 am for the execution of the services.

In case of **planned leave** of the back-office receptionist, the contractor is responsible to inform the resource on site for the provision of the reception service to take over the post of the back-office reception effective for the whole duration of the leave. The contractor is also responsible to provide a replacement for the resource on site for the provision of the reception service who should be on-site also for the whole duration of the leave.

2.4.3 Place of performance

The activities will be performed at:

100 Avenue de Cortenbergh,
4th and 5th floors,
1000 Brussels,
Belgium

A total of one (1) kick off meeting is expected to take place in Brussels at SJU's premises.

Additional progress review meetings might be necessary and will be communicated to the contractor in advance.

Tenderers should take travel costs into account at the time of preparing the tender as well as during the execution of the services.

2.4.4 Access to SJU premises

SJU will provide the two on-site resources, and the relevant replacement when needed, with a permanent badge allowing access to the building and offices. They must wear it in a visible manner during their service and they shall in no case lend it to others. In the event of loss or theft, the on-site resources must immediately notify SJU manager in charge of managing the contract.

Access to the premises will be limited to working days and working hours corresponding to the services requested.

SJU reserves the right to deny access to its premises if necessary.

Upon termination or expiry of the contract, contractor's staff members must immediately clear SJU's premises.

2.5 Confidentiality

The contractor must ensure that receptionist and back-office receptionist 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 SJU 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.

The on-site resources will also be required to sign a Confidentiality Declaration (see Annex 5) and Conflict of Interest Statement upon the start of the provision of the services.

2.6 Contract Duration

The contract will have an initial duration of 12 months, with the possibility of three (3) annual renewals, for a maximum total duration of four (4) years.

The start date of the contract and the subsequent performance of the services is scheduled for 1st June 2019.

2.7 Payments

Payments will be executed in accordance to article I.5 of the draft direct service contract attached to the Invitation to Tender and based on monthly invoices upon their acceptance by SJU.

Additional monthly services (overtime) will be requested via ad-hoc purchase orders (see Annex 4) at the rate specified in the successful tenderer's financial offer (see template in Annex 3). The tenderer should send by email to SJU the counter-signed purchase order within three (3) working days. The additional monthly services should be invoiced in accordance with the purchase order and should be included in the monthly invoice.

2.8 Intellectual Property Rights

Deliverables resulting from tasks undertaken as part of the services being provided to SJU shall remain the property of SJU. See the draft service contract attached to the Invitation to Tender for details.

2.9 Variants

Variants on the terms of reference are not permitted.

2.10 Contract Value

The maximum allocated budget for this contract 580.000,00 EUR (VAT excluded) over the 4-year duration described in Section 2.6.

This amount is composed of 575.000,00 EUR (VAT excluded) for standard services and 5.000 EUR (VAT excluded) for exceptional support described under Section 2.4.1 of these tender specifications.

SJU may negotiate the repetition of similar services entrusted to the selected contractors for a maximum of a 50%¹ of the total values below indicated in these tender specifications.

¹ As per lit. (e), Point 11.1, Annex 1 to the Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union

3 Information about the procedure

3.1 Indicative timetable

| Milestone | Deadline |
|---|---|
| Launch of this call for tenders | 11 th December 2018 |
| Deadline for requesting additional information/clarification from SJU | No later than 10 calendar days before the closing date for reception of tenders |
| Last date on which clarifications are issued by SJU | No later than 6 calendar days before the closing date for reception of tenders |
| Deadline for sending the tender out (if by post) or reception at SJU premises if by in-hand delivery | 25 th January 2019 |
| Notification of award | 15 th April 2019 |
| Service contract signature | 15 th May 2019 |
| Planned start for delivery of services | 1 st June 2019 |

3.2 Participation in this procedure

3.2.1 Subcontracting

Subcontracting is permitted in the tender but the Tenderer will retain full liability towards 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% of contract value.

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

4 ASSESSMENT OF THE TENDERS AND AWARD OF THE CONTRACT

4.1 Introduction

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

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

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

For British tenderers:

Please be aware that after the UK's withdrawal from the EU, the rules of access to EU procurement procedures of economic operators established in third countries will apply to tenderers from the UK depending on the outcome of the negotiations. In case such access is not provided by legal provisions in force, tenderers from the UK could be rejected from the procurement procedure.

4.2 Assessment in the light of exclusion criteria

In order not to be excluded from participation in the present procedure, the tenderer (the coordinator, each consortium member), and any possible subcontractors already identified at this stage, shall provide evidence **of not being in any** of the situations of exclusion listed in the Declaration on honour attached hereto in Annex I.

As an **evidence** thereof, the tenderer tenderers (the coordinator, each consortium member), and any possible subcontractors already identified at this stage, must provide a Declaration on honour (see Annex 1), duly signed and dated, stating that they are not in one of the situations listed therein.²

Possible remedial measures are also specified in Annex I.

Nota Bene:

The tenderer (i.e.: the coordinator, each consortium member) to which the contract is to be awarded shall provide, within 14 calendar days following notification of award and preceding the signature of the contract, the original Declaration on honour (if provided in copy at the offer submission stage) and all the documentary proofs (originals) referred to in Annex I to confirm the Declaration on honour.

The period identified above may be extended by SJU upon a tenderer's express request.

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

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/0146-CFT. Where a consortium is submitting a tender, each member of consortium must provide the required Declaration on honour as indicated in section 18.bis of the mentioned invitation. When a new subcontractor is identified and proposed to SJU during the implementation of the contract, the new entity must submit the same evidence requested to subcontractors identified at the moment of the submission of the tender..

4.3 Assessment in the light of selection criteria

Tenderers (the coordinator and each consortium member, where a consortium is submitting a tender)³ must have the overall capabilities (legal, economic, financial, technical and professional) to perform the contract. SJU reserves the right to request from subcontractors evidence on technical and professional capacity when these are meant to perform critical tasks.

All the requirements listed below must be met.

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

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

4.3.1 Legal capacity

Tenderers (the coordinator and each consortium member, where a consortium is submitting a tender) are requested to prove that they are authorised to perform the contract under the national law.

Evidence to be provided:

1. The tenderer (or the coordinator in case of consortia) shall provide a fully filled-in Legal entities' form, including all its supporting documentation (see section 7 b) of the invitation to tender Ref. SJU/LC/0146-CFT).
2. Evidence of inclusion in a trade or professional register, or a sworn declaration or certificate, membership of a specific organisation, express authorisation or entry in the VAT register.

4.3.2 Economic and financial capacity

The tenderer (the coordinator and each consortium member, where a consortium is submitting a tender) shall be in a stable financial position and have sufficient economic and financial capacity to perform the contract.

³ Where a consortium is submitting a tender, each member of consortium must satisfy the selection criteria as detailed in section 18 bis of the invitation to tender Ref. SJU/LC/0146-CFT

Evidence to be provided:

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

1. Evidence of professional risk indemnity insurance still in force;
2. Balance sheets (or extracts from balance sheets) for at least the last two years for which accounts have been closed;
3. Statement of overall turnover during the last three financial years. Please, note that the tenderers shall have a minimum annual turnover of 150.000,00 EURO;

If, for some exceptional reason which SJU considers justified, the tenderer (the coordinator and each consortium member, where a consortium is submitting a tender) is unable to provide the references requested here above, the tenderer (the coordinator and each consortium member) may prove the economic and financial capacity by any other means which SJU considers appropriate.

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

4.3.3 Technical and professional capacity

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

4.3.3.1 Minimum quality levels:

1. The Tenderer shall have:
 - i. Necessary professional capacity;
 - ii. The tenderer must have the relevant certificates and / or authorizations legally required in Belgium enabling to carry out the reception services.
 - iii. Being in the possession of an insurance policy covering professional/third party liability with a coverage for any property damages or injuries to human being caused by its personnel to third parties, including SJU and its staff members, during the performance of contractual obligations. Any deterioration found to SJU movable property should be repaired without prejudice to SJU. The tenderer must notify SJU of any change in its insurance policies within one (1) month from the date of the change. The initial insurance clauses and those resulting from a policy change are subject to the review from SJU, which may request an extended warranty after consultation with the tenderer.
2. The team proposed to implement the contract (including replacements) shall possess:
 - i. The contract manager who will be the interlocutor with SESAR must have at least 3 years of contract management experience;
 - ii. Team members must have relevant work experience in reception and administrative services in business environment;

- iii. Sufficient dedicated agents (at least 3: receptionist, back-office reception and replacement) enabling timely service provision to SJU with at least 1 years' experience in reception services for the receptionist and the replacement and at least 6 months of experience in administrative services for the back office reception;
- iv. Resources on site for the provision of the reception service must have: 1) excellent presentation, diplomacy, good interpersonal skills and 2) good oral and written communication skills. Resources on site for the provision of the back-office reception service must be: 1) solution oriented, diplomatic and have good interpersonal skills and have 2) ability to analyse and process information in order to trigger appropriate action is essential.
- v. All team members must have good written and oral command of English - at least B2 level - and French – at least C1 level (reference is made to Common European Framework of Reference for Languages or equivalent). Knowledge of another European Union language would be an asset.
- vi. All team members must have good knowledge of Microsoft Office and Outlook and in particular, a minimum of Level 3 - Intermediate Computing and Applications according to International Competitions and Assessments for Schools (ICAS) Computer Skills Assessment Framework or equivalent. Knowledge of working with Microsoft SharePoint is required.
- vii. Resource on site for the reception service must have a minimum of 1 year of experience and the one for back office reception service must have a minimum of 2 years' experience within international organisations either in the private or in the public sector.

4.3.3.2 Evidence to be provided:

1. For the tenderer:
 - i. Brief presentation of the tenderer containing a detailed description of the structure, explaining the suitability of the tenderer's organisation set up to perform the activities under the contract;
 - ii. Relevant authorisations to perform the services as required in the terms of reference;
 - iii. Three examples of the provision of similar services (during the last three years), specifying the dates of the implementation of these activities, their amount and their recipient, within Europe and/or for an international organisation and/or an European institution, public or private;
 - iv. Three recommendation letters from customers of the tenderer
2. For the team members:
 - i. Detailed CVs (only) of the persons who will be responsible for carrying out the tasks and the contract manager through an EU CV (Europass) format indicating all relevant educational and professional qualifications, work experience, linguistic levels and informatics skills.

4.4 Minimum requirements

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

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

The tender shall be in compliance with the legislation applicable in the field as well as with applicable environmental, social and labour law obligations established by Union law, national legislation, collective agreements or the international environmental, social and labour law conventions listed in Annex X to the Directive 2014/24 EU. The tenderer will declare in the Declaration on Honour on Exclusion Criteria and Selection criteria (Annex 1) being compliant with these requirements.

The tender shall also be in compliance with applicable legislation on protection of natural persons with regard to the processing of personal data and in particular with Regulation (EU) 2016/679 (EU GDPR).

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

4.4.1.1 Evidence to be provided:

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

4.5 Assessment in the light of award criteria

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

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

4.5.1 Technical evaluation

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

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

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

| Award Criteria | Maximum available |
|--|-------------------|
| <p>Organisational aspects:</p> <ul style="list-style-type: none"> - Quality of the services proposed (receptionist and back-office reception) for the operational execution of the services; - Trainings organized by the tenderer to guarantee the proper performance of the services under the contract; - Working arrangements' flexibility | 25 |
| <p>Quality and relevance of the tender and its quality in relation to the implementation:</p> <ul style="list-style-type: none"> - Presentation of the tender - Quality of the tender in relation to the use of the resources on-site; - Understanding of the domains and services to be provided - Quality of proposed measures to minimize on-site agent replacement times, transfer of procedures and training of replacements | 65 |
| <p>Quality assurance of contract management:</p> <ul style="list-style-type: none"> - Continuity of services - Timely response and delivery | 10 |
| <p>Score Award Criteria</p> | 100 |

4.5.2 Financial evaluation and recommendation for award

The price that will be taken into account for the financial evaluation and the award of the Contract, is the "Total Price" proposed by the tenderer in the financial offer as indicated in the Invitation to tender ref. SJU/LC/0146-CFT.

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

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

Quality (60%)

- the score of the award criteria of the tender
- the highest score of the award criteria among acceptable tenders

Price (40%)

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

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

Score tender Y =

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

5 Annexes

- ANNEX 1 – Declaration on honour (*available in Word version in the tender documentation*)
- ANNEX 2 – Amended list of public holidays of SJU for the year 2018
- ANNEX 3 – Financial Proposal (*available in Excel version in the tender documentation*)
- ANNEX 4 – Purchase Order Template
- ANNEX 5 – Confidentiality Declaration

ANNEX 2 - Amended list of public holidays of SJU for the year 2018 (indicative)

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

| | |
|----------------------------|---------------------------|
| 01 January | Monday, New Year's Day |
| 02 April | Monday, Easter Monday |
| 01 May | Tuesday, Labour Day |
| 10 May | Thursday, Ascension Day |
| 21 May | Monday, Whit Monday |
| 15 August | Wednesday, Assumption Day |
| 01 November | Thursday, All Saints' Day |
| 24 December to 31 December | 6 end-of-year days |

ANNEX 3 - Financial Proposal (Excl. VAT)

Model for monthly flat rate calculation

Available on SJU website in **Excel format ONLY**:
at the following address: <http://www.sesarju.eu/procurement>

For paper copy of the offer, please fill in the Excel file and print out the Excel sheet. Please verify whether the financial offer is complete in all its parts before submitting it.

ANNEX 4 - Purchase Order Template

| | | | |
|--|--|----------------------------------|---|
|  | CONTRACT PURCHASE ORDER | | |
| SESAR JOINT UNDERTAKING 100, Avenue de Cortenbergh BE-1000 Bruxelles Tel.: +32 (0) 2 507 8000 E-mail: Facility@sesarju.eu | Order number: SJU/d/ <hr/> Currency of payment: EUR <hr/> Tender (date and reference): | (Name and address of contractor) | |
| This order is governed by the Contract No _____ in force from _____ to _____ | | | |
| LISTING OF THE SUPPLIES / SERVICES and code | UNIT | QUANTITY | PRICE in € <hr/> UNIT PRICE TOTAL |
| | | | |
| In accordance with Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union, the Commission is exempt from all taxes and dues, including value added tax, on payments due under this contract. For intra-community purchases, the statement 'VAT Exemption / European Union / Article 151 of Council Directive 2006/112/EC' should be added on the invoice. [In Belgium, use of this contract constitutes a request for VAT exemption No. 450, Article 42, paragraph 3.3 of the VAT code (circular 2/1978), provided the invoice includes the statement: 'Exonération de la TVA; art. 42 § 3.3 du code TVA (circulaire n° 2/1978)'.] | Packaging Insurance Transport Assembly VAT TOTAL : | | |

| | |
|--|---|
| <p>Place of delivery or performance and/or Incoterm:</p> <p>SESAR JU / Av de Cortenbergh 100 / 1000 Bruxelles / 4°/5° Etage</p> <p>Final date of delivery or performance: Payment provisions: 30 days from receipt of the invoice</p> <p>Guarantee:</p> | <p style="text-align: center;">Contractor's signature</p> <p>Name:</p> <p>Position:</p> <p>Date:</p> |
| <p>Date of issue:</p> <p>Signature on behalf of SJU: Directeur Executif</p> <p>[Pour la Belgique, numéro de dossier auprès du Protocole du SPF Affaires Etrangères]</p> <p>The invoice will be paid only if the contractor has returned the signed order form.</p> | |

ANNEX 5 - Declaration of Confidentiality

Legal entity/contractor:

Legal address:

.....

.....

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

Any confidential information made available to me during and after the expiry date of contract SJU/LC /0XXX-CTR for "*Reception and Back-office reception Services*" (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 SJU 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 5 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 "*Reception and Back-office reception Services*" contract to the services carried out.

I undertake to refrain from any declaration that could harm the reputation of the SESAR 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 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 SJU may result in SJU initiating proceedings under the applicable law against me or/and the legal entity I am representing.

Date: Place:

Name of the signatory:

founding members



Avenue de Cortenbergh 100 | B -1000 Bruxelles
www.sesarju.eu

Function of the signatory:

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

.....
.....

A copy must be kept by the signatory.

