



INVITATION TO TENDER

Ref. SDA.DLS.180504

VDL Mode 2 Capacity and Performance Analysis

Call for Tender

1. The SESAR Deployment Alliance *Association Internationale Sans But Lucratif* (SDA AISBL) acting as SESAR Deployment Manager, acts pursuant to Article 9 of Regulation (EU) No 409/2013 on the definition of common projects, the establishment of governance and the identification of incentives supporting the implementation of the European Air Traffic Management Master Plan¹. SDA AISBL, at the request of the European Commission, DGMOVE, is planning to award a contract to perform a capacity study in support of Data Link Services (DLS).
2. Please find enclosed the related tender technical specification and detail of the documents that must be produced in order to submit a tender, and the model contract. Please note that because this contract is being funded through SDA AISBL by the European Union, the contract attached is a modified version of the European Union Model Contract. Tenderers must indicate in their tender responses their acceptance of the terms and conditions of this contract to be considered eligible for this tender.
3. If you are interested in this contract, you should submit a tender **either by registered mail, private courier or in-hand delivery**.

The tender, including all its supporting documents, must be **received at the SDA AISBL premises no later than 12 noon (Brussels time) on Friday 1st June**. The tenders have to be submitted to the following address:

**Head of Business Services
SESAR Deployment Alliance
Avenue de Cortenbergh 100
B-1000 Brussels
BELGIUM**

Tenderers are strongly advised to use a delivery service offering tracking option of the sent items. **Any tender proposal received after the deadline will not be examined.**

¹ <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex:32013R0409>

4. Tender proposals must be presented in the requested format and include all the requested information and documents. Failure to respect the requirements will constitute a formal incompliance and may result in the rejection of the tender.

Tender proposals should be printed double sided and include continuous page numbering, and assembled in a coherent fashion (e.g. bound or stapled).

5. Tender proposals must be:
- written in English
 - perfectly legible so that there can be no doubt as to words and figures
 - submitted:

a) in paper format:

Two copies of :

- one (1) original of the cover letter
- one (1) original of the Administrative offer
- one (1) original and four (4) copies of the Technical offer
- one (1) original of the Financial offer

b) in electronic format: one copy of the tender, in PDF format

The original paper copies of the tender must be marked " **ORIGINAL**"initialled (each page) and signed by the tenderer.

6. Each copy of the two copies of the tender proposal must be placed inside two separate sealed envelopes:
- a) The outer envelope or parcel should be sealed with adhesive tape and signed across the seal and carry the following information:
 - the reference number of the call for tender
 - the name of the tenderer
 - the indication "*Tender - NOT to be opened by the internal mail service*"
 - b) The inner envelope must contain the paper copies and an electronic copy
 - c) The inner envelope must also contain two sealed envelopes, one containing the administrative and technical offer and the other the financial offer. Each of these envelopes must clearly indicate the content (i.e. "Administrative and technical offer" and "Financial offer").
7. The tenders must include a cover letter and three volumes, including the following information:
- a) Cover letter** shall be signed by a duly authorised Legal representative of the tenderer and dated, and contain the following elements:
 - The names, telephone and fax numbers and e-mail addresses of the persons who will be responsible for the technical and contractual management of any resulting contract and who would be nominated as such in the contract
 - The name, address, fax and telephone number and e-mail address of the contact person to whom all communications relating to this call for tender should be addressed
 - The name, title and function of the person empowered to sign the contract (if awarded)

- A reference number for the tender, identical throughout all parts of the tender, and
- The reference number of the SDA AISBL call for tender.

b) Volume 1 - Administrative offer shall contain the following elements:

- 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;
- Legal entities' form, duly 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#en);
- 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#en);
- Declaration on honour with respect to the Exclusion Criteria and absence of conflict of interest (please refer to section 3.2. of and to the template provided in Annex I of the technical specification);
- Documentary evidence for the establishment of the legal capacity of the tenderer (please refer to section 3.3 of the tender specifications);
- Documentary evidence for the establishment of the economic and financial capacity of the tenderer (please refer to section 3.3.2. of the tender specifications).

c) Volume 2 - Technical offer must provide all the information required in section 2 of the tender specifications.

This technical section is of great importance in the assessment of the tenders, the award and the future execution of any resulting contract. The attention of tenderers is specially drawn to the award criteria, which define those parts of the technical offer to which the tenderers should pay particular attention. The technical offer should address all matters laid down in the tender specifications attached hereto as annex and should include models, examples and technical solutions to problems raised in the specifications. The level of detail of the tender will be extremely important for the evaluation of the tender as only the content of the submitted tender will be evaluated by the SDA AISBL.

Nota bene: Tenders presenting a **mere repetition of the tender specifications or source documentation** as part of a technical offer **will be penalised** during the assessment in the light of the award criteria and receive a score below the minimum required.

d) Volume 3 - Financial offer. Prices must be quoted:

- in EURO, including the countries which are not in the EURO area. Where applicable, the tenderer chooses the exchange rate and assumes all risks relating to the rate fluctuation
- free of all duties and taxes (in particular VAT)
- inclusive of all costs and expenses directly and indirectly connected with the services to be provided, including any travel and accommodation costs needed.

The financial offer should be completely unambiguous. The tender will be disqualified if it contains any statements preventing an accurate and complete comparison of the offers

(such as "to be discussed", "depending on", etc.).

Please note that the financial offer must be submitted in a separate binder or folder and a separate envelope which must be clearly labelled "*Financial offer*". Please ensure that the information related to the financial quotation is given nowhere else in the offer.

8. Please note that all costs incurred in preparing and submitting tenders are borne by the tenderer and shall not be reimbursed, irrespective of a subsequent award or not.
9. Submission of a tender implies acceptance of all the terms and conditions set out in this invitation to tender, in the tender specifications and the model contract and, where appropriate, waiver of the tenderer's own general or specific terms and conditions. Submission of a tender is binding on the tenderer to whom the contract is awarded for the duration of the contract. The SDA AISBL reserves the right to reject tenders stating that the provisions of the tender documents mentioned above are accepted subject to a number of conditions.
10. The period of validity of the tender, during which tenderers may not modify the terms of their tenders in any respect is ninety (90) calendar days from the final date for submission.
11. **Contacts** between the SDA AISBL and tenderers are prohibited throughout the procedure save in exceptional circumstances and under the following conditions only:

Before the deadline for submission of the tenders:

At the request of the tenderer, the SDA AISBL may provide additional information solely for the purpose of clarifying the content of this call for tender and/or the nature of the contract.

Any requests for additional information must be made in writing only and sent to the following e-mail address:

Fedia.Mattarelli@sesardeploymentmanager.eu

Requests for additional information should indicate the reference number of the call for tender and its title.

Requests for additional information received less than ten (15) calendar days before the final date for receipt of tenders will not be processed.

Clarifications will be issued by the SDA AISBL no later than six (6) calendar days before the closing date for submission of tenders, and will be circulated to all tender's.

The SDA AISBL may, on its own initiative, inform interested parties of any error, inaccuracy, omission or any other clerical error in the text of the call for tenders.

After the opening of tenders:

If clarification is required or if obvious clerical errors in the tender need to be corrected, the SDA AISBL may contact the tenderer provided the terms of the tender are not modified as a result.

12. The SDA AISBL will sign a direct service contract with the successful tenderer. The contract will have an initial duration of 9 months as from the date of signature, and may be extended.

13. This invitation to tender is in no way binding on the SDA AISBL to accept a proposal. The SDA AISBL's contractual obligation commences only upon signature of the contract with the successful tenderer.
14. Up to the point of signature, the SDA AISBL may either abandon the procurement or cancel the award procedure, without the candidates or tenderers being entitled to claim any compensation. This decision must be substantiated and the candidates or tenderers would be notified.
15. Once the SDA AISBL has opened the tender, the document shall become the property of the SDA AISBL and it shall be treated confidentially.
16. You will be informed of the outcome of this procurement procedure by e-mail. It is your responsibility to provide a valid e-mail address together with your contact details in your tender and to check it regularly.
17. If processing tenderer's reply to the invitation to tender involves the recording and processing of personal data (such as name, address and CV), such data will be processed pursuant to Belgian National Law on the protection of individuals with regard to the processing of personal data. Unless indicated otherwise, your replies to the questions and any personal data requested are required to evaluate your tender in accordance with the specifications of the invitation to tender and will be processed solely for that purpose by the SDA AISBL.
18. The SDA AISBL is co-funded by the European Union through the conclusion of Specific Grant Agreements (SGAs) under a Framework Partnership Agreement (FPA).

The successful tenderer, although not a partner of the SESAR Framework Partnership Agreement (FPA), will have to comply with the following obligations which will be reflected in the contract:

- The contractor will have to ensure that the Commission, the Innovation & Networks Executive Agency (INEA), the European Anti-Fraud Office (OLAF) and the European Court of Auditors may exercise their rights of checks and audits under Article II.27 of the FPA towards the contractor;
- The contractor will have no rights vis-à-vis the Commission under the FPA or subsequent Specific Grant Agreements (SGAs);
- The provisions foreseen in Articles II.3 (liability for damages), II.4 (absence of conflicts of interests), II.5 (confidentiality) and II.8 (pre-existing rights and ownership and use of results) of the FPA will be applicable to the contractor;
- Absence of any rights of the contractor towards the Commission or INEA;
- Absence of right of the supplier to use the DM logos.

The FPA can be consulted at the following link: <http://www.sesardeploymentmanager.eu/wp-content/uploads/2015/11/Annex-18-SESAR-Framework-Partnership-Agreement-FPA.pdf>

The submission of a tender in response to this call for tender implies that you accept those conditions.

Annexes: Technical Specifications
 Model contract