



## INVITATION TO TENDER

Ref. SDA.SR.210226

### FOR THE CONCLUSION OF A SERVICE CONTRACT FOR HOSTING AND SUPPORT OF 2 WEBSITES AND MANAGING EMAIL SYSTEM CAMPAIGN MONITOR

#### Open Call for Tender

1. The SESAR Deployment Alliance *Association Internationale Sans But Lucratif* (SDA AISBL) acting as SESAR Deployment Manager 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 Plan<sup>1</sup> is planning to award a Service Contract (SC) for the of HOSTING AND SUPPORT OF 2 WEBSITES AND MANAGING EMAIL SYSTEM CAMPAIGN MONITOR

Please find enclosed the related tender specifications listing all the documents that must be produced in order to submit a tender.

2. Given current organizational measures put in place due to the COVID pandemic and mandatory remote working, if you are interested in this Service Contract, you should submit a tender **by email only**. **Please note, however, that the successful tenderer will have to keep all original documents in its records for potential audit (see below).**

The tender, including all its supporting documents, must be **received no later than 18 March 2021 - 2 PM (Brussels time)**. Tenders have to be submitted to the following email address:

**Stijn.Absillis@Sesardeploymentmanager.eu**

Any tender received after the deadline will not be examined.

3. The tender specifications, listing all the documents that must be produced in order to tender are attached.
4. Tenders must be presented in the requested format and include all the requested

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

information and documents. Failure to respect the requirements will constitute a formal non-compliance and may result in the rejection of the tender.

Tenders must be clear and concise, perfectly legible so that there can be no doubt as to words and figures, include continuous page numbering.

5. Tenders must be:

- written in English
- perfectly legible so that there can be no doubt as to words and figures
- submitted

a) in **electronic format**: one copy of the full tender, in PDF format

6. The tenders must include a cover letter and the following:

**6.1 Administrative Part**

The administrative part of the RFP must contain the documents referring to the identification of the supplier:

Please clearly state in your proposal the following:

- Company full name
- Company address
- Company VAT #
- Company signature representative(s) and duly title(s)

**6.2 Supplier approach**

Please provide in detail the approach and services you propose best suited to accommodate the request in this specific RFP.

**6.3 Commercial**

The contract will be awarded to the supplier who submits the most economically advantageous RFP, according to the 'best price-quality ratio' award method. This commercial offer has to be submitted through the “**Pricing Proposal**”.

7. 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.
8. Submission of a tender implies acceptance of all the terms and conditions set out in this invitation to tender, in the tender specifications 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.

9. 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.
10. **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.

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

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.

Any additional information, including that referred to above, or/and corrigendum will be posted on the SDM website. Accordingly, the tenderers are invited to make regular visits to the SDM website to check for updates or potential questions and answers raised in the context of the present procedure.

If clarifications are required, tenderers may submit their questions through the “Q&A sheet” via email to [stijn.absillis@sesardeploymentmanager.eu](mailto:stijn.absillis@sesardeploymentmanager.eu).

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

### **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.

11. The SDA AISBL will sign a service contract with the successful tenderer. The contract will have an initial duration of nine months as from the date of signature, and may be extended for a maximum of 24 months.
12. This invitation to tender is in no way binding on the SDA AISBL. The SDA AISBL’s contractual obligation commences only upon signature of the contract with the successful tenderer.
13. 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.
14. Once the SDA AISBL has opened the tender, the document shall become the property of the SDA AISBL and it shall be treated confidentially.
15. 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.
16. Tenderer hereby acknowledge that, by submitting a tender, the tenderer was duly informed of the following:
  - The SDA AISBL, the contractors acting on its behalf and its Members are recipients of personal data;

- The fact that the SDA AISBL intends to transfer personal data to the Commission and the Innovation & Networks Executive Agency (INEA) as well as to the Court of Auditors and the Anti-Fraud Office (OLAF), other authorised organisations or any external auditor acting on their behalf, which will be collected and processed according to Regulation (EC) No 45/2001 of 18 December 2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data;
- Personal data is mainly stored in cloud-based solutions and that personal data may also be disclosed to:
  - o Microsoft Corp.;
  - o One2Team;
  - o Business Integration Partners SpA;
  - o The Surgery Design and Digital Ltd;
  - o Meantime Communication Ltd for support services;
  - o WeTransfer.

The SDA AISBL IT systems are managed by Ultima Business Solution Ltd.

- Personal data which is collected and processed can be the following: email addresses, full name, phone numbers, professional positions, roles and résumés and any personal data submitted to the SDA AISBL in response to a Call for Tender or contained in deliverables or any other reports or documents provided to the SDA AISBL within the framework of the performance of this contract;
- The fact that the SDA AISBL will process and store personal data for the duration of this contract and up to five years after the payment of the balance of the last SGA for the purpose of which the tenderer was contracted, in which case it is archived and kept so as to ensure the audit trail in compliance with Article II.27.2 of the FPA;
- All personal data are securely stored and can only be accessed by the SDA AISBL as controller and by processors who need to have accessed to carry-out their respective duties;
- The existence of the right to request from the SDA AISBL access to and rectification or restriction of processing concerning the data subject as well as the right to data portability;
- The right to lodge a complaint with the National supervisory authority;
- The provision of personal data is a contractual requirement, or a requirement necessary to enter into a contract, as well as that the data subject is obliged to provide the personal data and that failure to provide such data could make their assignment impossible;
- The SDA AISBL monitors internet traffic to ensure the security, performance and reliability of the system.

**17. 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 successful tenderer 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 successful tenderer 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 successful tenderer towards the Commission or INEA;
- Absence of right of the successful tenderer to use the SDM 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.

Annex:            Technical Specifications