



7 June 2019

Corrigendum No 01 to

INVITATION TO TENDER

Ref. SDA/CfT/2019/01/CFS

**FOR THE CONCLUSION OF A FRAMEWORK CONTRACT FOR THE PROVISION OF
CERTIFICATES ON FINANCIAL STATEMENTS FOR AN EU GRANT RECIPIENT**

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 Plan¹ is planning to award a Framework Contract (FwC) for the provision of services for the issuing of Certificates on the SDA AISBL Financial Statements.

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

2. If you are interested in this Framework Contract, you should submit a tender **by registered postal mail**.

The tender, including all its supporting documents, must be **received-sent at to the SDA AISBL premises no-later-than on 14 June 2019 at the latest (the date on the postal stamp will serve as a proof)-at noon (Brussels time)**. The tenders have to be submitted to the following address:

**Mr Marcel SOBOTTKA
SESAR Deployment Alliance
Avenue de Cortenbergh 100
B-1000 Brussels
BELGIUM**

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

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, including supporting evidence of economic, financial, technical and professional capacity and the model Framework Contract are attached.
4. Tenders must be presented in the requested format and include all the requested 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, and assembled in a coherent fashion (e.g. bound or stapled).

It is recommended that the tenders are submitted in environmentally friendly way, e.g. by choosing a simple and clear structure (list of contents and consecutive page numbering), double side printing, limiting attachments to what is required in this call for tenders (i.e. no additional material) and avoiding plastic folders and binders.

5. Tenders must be:

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

a) in paper format:

- 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 full tender, in PDF format

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

6. Each tender must be placed inside two 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 the 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 one enclosed);
- Financial identification form, duly filled-in (please use the form enclosed);
- Declaration on honour with respect to the Exclusion Criteria and absence of conflict of interest (please refer to the tender specifications);
- 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 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 in the draft 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-three~~ (345) 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-two~~ (26) calendar days before the closing date for submission of tenders.

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.

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 framework service contract with the successful tenderer(s). The contract will have an initial duration of 12 months as from the date of signature, and will be renewed automatically up to 3 times, each time for a period of 12 ~~may be extended for a maximum of 24~~ months. A specific service contract is annexed to this invitation to tender.
13. 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.
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. Tenderer hereby acknowledge that, by submitting a tender, the tenderer was duly informed of the following:
 - The SDA AISBL 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 is also disclosed to:

- Microsoft Corp.;
- One2Team;
- Business Integration Partners SpA;
- The Surgery Design and Digital Ltd;
- Meantime Communication Ltd for support services;
- 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.

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 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.

Annexes: Technical Specifications
 Draft FwC