

**INVITATION TO TENDER Ref. SJU/LC/0061-CFT**

**SESAR MILITARY AVIONICS STUDY**

*(open procedure)*

*Brussels, 24 March 2011*

Dear Sir or Madam,

1. The SESAR Joint Undertaking (SJU) invites tenders for a contract regarding the following activities:

**Performance of SESAR Military Avionics Study**

2. Tenderers interested in this call for tender must send their offers **either by registered mail, private courier or in-hand delivery.**

The tender including all its supporting documents must be **received** at the SJU premises by registered mail, by private courier or delivered in-hand, not later than **17 May 2011 at noon (Brussels time)**. The tenders have to be submitted to the following address:

**SESAR Joint Undertaking  
Avenue de Cortenbergh, 100  
B-1000 Brussels  
BELGIUM**

The tenderers are strongly advised to use the delivery service offering tracking option of the sent items. **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 draft contract are attached.
4. Offers 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 offer.

Offers 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).

5. Offers must be written in English and submitted:
  - a) in **paper format**:
    - one (1) original and four (4) copies 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 offer, in PDF format.

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

6. Each offer must be submitted in accordance with the double envelope system:
- 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 (SJU/LC/0061-CFT)**,
    - the name of the tenderer,
    - the indication *"Offer - 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 offers must include a cover letter and three volumes, including the following information:

a) **Cover letter** shall be signed 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 offer, identical throughout all parts of the offer,
- The reference number of the SESAR Joint Undertaking's call for tender, and
- **The tenderer's acceptance of the proposed contractual terms and conditions.** The SJU reserves the right to reject offers stating that the provisions of the draft service contract are accepted subject to a number of conditions.

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

- Legal entities' form, accompanied by the documents requested therein, (please, use the form available on the following web page:  
[http://ec.europa.eu/budget/info\\_contract/legal\\_entities\\_en.htm](http://ec.europa.eu/budget/info_contract/legal_entities_en.htm));



- Financial identification form (please, use the form available on the following web page:  
[http://ec.europa.eu/budget/info\\_contract/ftiers\\_en.htm](http://ec.europa.eu/budget/info_contract/ftiers_en.htm));
- Declaration on Honour regarding the exclusion criteria (please refer to section 3.2. of and to the template provided in Annex I to the tender specifications);
- Documentary evidence for the establishment of the legal capacity of the tenderer (please refer to section 3.3.1. 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**

The Technical offer must include the following:

- all the information required in **section 3.3.3** of the tender specifications (Technical and Professional capacity);
- all the information necessary to allow the Proposal Analysis Board to evaluate the offer against the award criteria mentioned in **section 3.4** of the tender specifications. In particular, tenderers shall submit a detailed proposal, which directly responds to the objectives of the future Study, elaborated in section 2.4 of the Technical Specifications. The proposal shall in particular include the following:
  - Based on the proposed Study logic, the tenderers shall prepare a Project Management Plan (PMP) including a detailed Gantt chart that illustrates the study, indicating the interdependencies between tasks. The proposed PMP shall include a management plan, assumptions, process, methodology, tools and information to be used to conduct the required analyses. Furthermore, a detailed work plan defining the proposed organisational structure and timetable should be submitted, elaborating on project management, team organisation and allocation of specific resources / expertise to be used. The tenderer's PMP shall include in addition the proposed monitoring, review and steering activities that are needed to achieve the objectives of the study.
  - Detailed CVs of the persons who will be responsible for carrying out the study;
  - The demonstration of the added value of their proposed participation detailing where in the Work Programme their contribution would fit.

#### **d) Volume 3 - Financial offer**

The tenderers shall submit a financial proposal in line with the tender specifications and the provisions of the draft contract attached hereto, indicating clearly:



- the **fixed and firm price** requested for the overall services described in section 2 of the tender specifications;
- the **proposed milestone payment plan** (i.e. requested amount of interim payment in accordance with Article I.4.2 of the draft contract).

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 for opportunities relating to the rate fluctuation,
- free of all duties and taxes (in particular VAT), as the SESAR Joint Undertaking is exempt from such charges under Article 3 and 4 of the Protocol on the Privileges and immunities of the EC.
- inclusive of all costs and expenses directly and indirectly connected with the services to be supplied, including potential travel and subsistence expenses.

The financial offer should be completely unambiguous. The offer 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 costs incurred in preparing and submitting offers are borne by the tenderer and shall not be reimbursed.

**Please note that the financial offer must be submitted in a separate binder or folder and a separate envelope as indicated in section 6 here above 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. Period of validity of the tender, during which tenderers may not modify the terms of their tenders in any respect: ninety (90) days from the final date for submission.
9. **Contacts** between the SESAR Joint Undertaking and tenderers are prohibited throughout the procedure save in exceptional circumstances and under the following conditions only:

**Before the opening of the offers:**

At the request of the tenderer, the SESAR Joint Undertaking 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: [procurement@sesarju.eu](mailto:procurement@sesarju.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 fifteen (15) calendar days before the final date for receipt of tenders will not be processed.

Clarifications will be issued by the SESAR Joint Undertaking no later than six (6) calendar days before the closing date for submission of tenders.

The SESAR Joint Undertaking 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 following website <http://www.sesarju.eu/about/procurement> as well as in the Official Journal of the European Union (OJEU). Accordingly, the tenderers are invited to make regular visits to the SJU website to check for updates.

**After the opening of tenders:**

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

10. The SESAR Joint Undertaking intends to sign a service contract with the successful tenderer. The contract will have a duration of eight (8) months as from the date of the kick-off meeting following the entry into force of the contract. The contract duration may be extended only before expiry of the contract and with the express written agreement of the parties. Extension does not imply any modification of deferment of existing obligations. A draft service contract is annexed to this invitation to tender.
11. This invitation to tender is in no way binding on the SESAR Joint Undertaking. The SESAR Joint Undertaking's contractual obligation commences only upon signature of the contract with the successful tenderer.
12. Up to the point of signature, the contracting authority 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 notified.
13. Once the SESAR Joint Undertaking has opened the tender, the document shall become the property of the SESAR Joint Undertaking and it shall be treated confidentially.
14. 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 Regulation (EC) No 45/2001 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. Unless indicated otherwise, tenderer's replies to the questions and any personal data requested are required to evaluate the tender in



accordance with the specifications of the invitation to tender and will be processed solely for that purpose by the SESAR Joint Undertaking. Details concerning the processing of personal data are available on the privacy statement at: <http://www.sesarju.eu/about/procurement>.

15. If the offer includes **subcontracting**, the tender must indicate clearly, which parts of the services will be subcontracted. Subcontractor(s) must satisfy the exclusion criteria as listed in section 3.2. of the tender specifications.

If the identity of the intended subcontractor(s) is already known at the time of submitting the tender, the tenderer must provide a statement guaranteeing the compliance of the subcontractor(s) with the exclusion criteria.

Please, note that solely the main contractor retains full liability towards the SESAR Joint Undertaking for the performance of the contract as a whole. Accordingly:

- the SESAR Joint Undertaking will treat all contractual matters (e.g. payments) exclusively with the main contractor, whether or not the tasks are performed by a subcontractor;
- under no circumstances can the main contractor avoid liability towards the SESAR Joint Undertaking on the grounds that the subcontractor is at fault.

If the identity of the sub-contractor(s) is not known at the time of submitting the tender, the tender who is awarded the contract will have to seek and receive SESAR Joint Undertaking's prior written authorisation before entering into a subcontract.

Where no subcontractor is given, the services will be assumed to be carried out directly by the contractor.

- 15bis. **Consortia** (or groupings) may submit a tender provided that they comply with the rules of competition. Consortium may be either a permanent, legally-established grouping or a grouping constituted for a specific tender procedure.

The consortium must clearly specify the company or person leading the project (the coordinator). Therefore the offer must also include a/- document/-s (e.g. **letter(s) of intent**) from each member of the consortium, authorising the coordinator to submit a tender on their behalf and also confirming that the consortium members will place the resources necessary for performance of the contract.

All members of consortium (i.e. the coordinator and other members) are **jointly and severally liable to the SESAR Joint Undertaking**. Therefore, tenders stating that either: (a) one of the member of consortium will be responsible for some part of the contract and another - for the other part(s), or that (b) more than one contract should be signed if the joint tender is successful; are incompatible with the principle of joint and several liability.

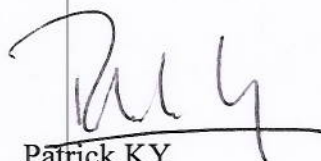
The SESAR Joint Undertaking will consequently disregard any such statement contained in a tender and will reserve the right to reject such offers without further evaluation on the grounds that they do not comply with the requirements of the present call for tender.

In addition, each member of consortium must provide the required evidence for the exclusion criteria (see section 3.2 of the tender specifications) and the selection criteria relating to the establishment of the legal, economic and financial capacity (see sections 3.3.1 and 3.3.2 of the tender specifications). Exclusion of one of the consortium members on these grounds may result in the exclusion of the whole consortium.

Concerning the selection criteria with regard to technical and professional capacity, the evidence provided by each member of consortium will be verified to ensure that the consortium as a whole fulfils the criteria.

16. You will be informed whether your tender has been accepted or rejected.

Yours sincerely,



Patrick KY  
Executive Director

Annexes: Tender specifications  
Draft contract

