

CORRIGENDUM
Call for tender REF. SJU/LC/0095-CFT

Performance of a SESAR Strategy and Management Framework Study for Information Cyber-Security

N°	Subject	Reference in call documentation	Corrigendum
1	Participation 29/10/2013	Tender specifications - Section 3.3 Participation in this procedure	Due to the nature of the activities to be performed, tenderers should be set up as a consortium and composed of at least two independent legal entities. The members of the consortium possessing each of them shall cover the following expertise:
2	Financial offer 30/10/2013	Tender specifications - Section 4.4 Financial evaluation and recommendation for award	The price to be taken into account for the financial evaluation and for the award of the contract is the one proposed by the tenderer in the financial offer (a template of it is to be found in Annex II) as indicated in the Invitation to tender ref. SJU/LC/095-CFT.
3	Deadline 05/11/2013	Letter of invitation to tender - Deadline for reception of tenders	The tender including all its supporting documents must be received at the SJU premises not later than Wednesday 8th January 2014 Monday 25/11/2013 at 11.30 a.m. (Brussels time).
4	Formula for the award of the contract	Tender specifications – Section 4.4.2 Financial evaluation and recommendation for award	Ratio Quality/Price Score of tender Y = [(Total quality technical score of Offer Y/Highest quality technical score) x 70%] + [(Lowest price/Price of Offer Y) x 30%]

	04/12/2013		Score tender Y = [(Technical score of Offer Y/Highest technical score) x 70%] + [(Lowest price/Price of Offer Y) x 30%]
5	Evidence of technical capacity 04/12/2013	Tender specifications – Section 4.3.3 Technical and professional capacity – Evidence to be provided	<p>Third type of the evidence to be provided is adjusted as follows:</p> <ul style="list-style-type: none"> - References or evidence from other entities, at least 3 (three), to which similar services were provided or for which studies with similar objectives were performed.
6	Payments 04/12/2013	Draft contract – Article 1.4	<p>Articles I.4.1 and I.4.2 of the draft contract are modified as follows:</p> <p>I.4.1. Interim payment</p> <p>The contractor shall submit an invoice for an interim payment of EUR [amount in figures and in words] equal to 30 % of the total amount referred to in Article I.3.1.</p> <p>Invoices for interim payment shall be accompanied by the final version of deliverable D.2. The SJU shall make the payment within 60 days from receipt of the invoice. The contractor shall have 15 days in which to submit additional information or corrections or a new progress report or documents if required by the SJU.</p> <p>I.4.2. Payment of the balance</p> <p>The contractor shall submit an invoice for payment of the balance.</p> <p>The invoice shall be accompanied by the final version of Deliverable D.4. The SJU make the payment within 60</p>

			days from receipt of the invoice. The contractor shall have 15 days in which to submit additional information or corrections, final progress report or other documents if it is required by the SJU.
7	NEW!!! Intellectual property rights 16/12/2013	Draft contract – Articles 1.8 and 1.9	<p>Article I.8 of the draft contract is clarified as follows:</p> <p>I.8.1 Modes of exploitation</p> <p>In accordance with Article II.10.2 whereby the SJU acquires ownership of the results as defined in the tender specifications (Annexe I), these results may be used for any of the following purposes:</p> <p>(a) use for its own purposes:</p> <ul style="list-style-type: none"> (i) making available to the personnel of the SJU (ii) making available to the persons and entities working for the SJU or cooperating with it, including contractors, subcontractors whether legal or natural persons, Union institutions, agencies and bodies, Member States' institutions (iii) installing, uploading, processing (iv) arranging, compiling, combining, retrieving (v) copying, reproducing in whole or in part and in unlimited number of copies <p>(b) distribution to the public:</p> <ul style="list-style-type: none"> (i) publishing in hard copies (ii) publishing in electronic or digital format (iii) publishing on the internet as a

			<p>downloadable/non-downloadable file</p> <p>(iv) broadcasting by any kind of technique of transmission</p> <p>(v) public presentation or display</p> <p>(vi) communication through press information services</p> <p>(vii) inclusion in widely accessible databases or indexes</p> <p>(viii) otherwise in any form and by any method</p> <p>(c) modifications by the SJU or by a third party in the name of the SJU:</p> <p>(i) shortening</p> <p>(ii) summarizing</p> <p>(iii) modifying of the content</p> <p>(iv) making technical changes to the content:</p> <ul style="list-style-type: none"> - necessary correction of technical errors - adding new parts or functionalities - changing functionalities - providing third parties with additional information concerning the result (e.g. source code) with a view of making modifications <p>(v) addition of new elements, paragraphs titles, leads, bolds, legend, table of content, summary, graphics, subtitles, sound, etc.</p> <p>(vi) preparation in audio form, preparation as a presentation, animation, pictograms story,</p>
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			<p>slide-show, public presentation etc.</p> <p>(vii) extracting a part or dividing into parts</p> <p>(viii) use of a concept or preparation of a derivative work</p> <p>(ix) digitisation or converting the format for storage or usage purposes</p> <p>(x) modifying dimensions</p> <p>(xi) translating, inserting subtitles, dubbing in different language versions:</p> <ul style="list-style-type: none"> - English, French, German - all official languages of EU - languages used within EU - languages of EU candidate countries <p>— list other languages</p> <p>(d) the modes of exploitation listed in article II.10.4</p> <p>f(e) rights to authorise, license, or sub-license in case of licensed pre-existing rights, the modes of exploitation set out in any of the points (a) to (c) to third parties]</p> <p>Where the SJU becomes aware that the scope of modifications exceeds that envisaged in the contract the SJU shall consult the contractor. Where necessary, the contractor shall in turn seek the agreement of any creator or other right holder. The contractor shall reply to the SJU within one month and shall provide its agreement, including any suggestions of modifications, free of charge.</p>
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			Annexe A and third parties' statements prepared in accordance with Annexe B and the relevant evidence listed in article II.10.5 as appropriate.]
9	NEW!!! Typo in numbering 16/12/2013	Draft contract – Article on Termination by either party	Heading of article on termination shall be read as follows: ARTICLE I.109 – TERMINATION BY EITHER PARTY
10	NEW!!! Evidence of technical capacity 18/12/2013	Tender specifications – Section 4.3.3 Technical and professional capacity: <ul style="list-style-type: none"> • 10.a) Minimum requirements • 10.b) Evidence to be provided 	<ul style="list-style-type: none"> • 10.a) Minimum requirement n.2 shall read as follows: <p>2. Each member of The consortium must have participated and/or directly contributed in at least three assignments on a relevant subject (ATM and/ or cyber security) at international level in the past three years.</p> <ul style="list-style-type: none"> • 10.b) First paragraph of evidence to be provided shall read as follows: <p>In order to provide evidence on compliance with the above minimum requirements, tenderers (the coordinator and members/subcontractors performing critical tasks) are requested to present the following information and make clear reference to the skills and expertise conducting similar type of activities in the cyber security and ATM domains</p>