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# Instructions to Tenderers

## PROVISION OF TAXIS SERVICES FOR THE ITER ORGANIZATION ITER/C4T/09/75/JBT

### Abstract

This document outlines the requirements for presentation of a Tender to be considered by the ITER Organization.

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# 1 Background

This document outlines the requirements for presentation of a Tender to be considered by the ITER Organization.

## 2 Acknowledgement of Receipt

The Tenderer shall return the [Acknowledgement of Receipt](#) form (see the template in Section 9 of this document) duly completed and signed.

## 3 Conditions of Tendering

### 3.1 Number of Copies

One original with four identical copies of Tenders are required and must be submitted. In addition, Tenderers shall provide an electronic copy of their tender on a CD ROM.

### 3.2 Submission

Tenders will be received until the closing time and date as stated in the letter of Invitation to Tender (ITT).

The inner package shall be sealed without identification of its origin and shall be marked with the definition of the goods and/or services and reference number of the Call for Tender (CFT) therein, as follows:

**Service Contract for the provision of taxis service to the ITER organization**

**Reference number ITER/C4T/09/75/JBT**

in addition, on both sides of the envelope:

**CONFIDENTIAL. To be opened by the Tender Evaluation Committee only**

The outer package, carrying the sender's name and address, shall be addressed to:

**ITER Organization  
ITER Headquarters  
Contracts and Procurement Division  
Jeremy Begot Office 141  
CS 90046 Route de Vinon  
13067 Saint Paul Lez Durance Cedex  
France**

Any Tender document submitted in a non-sealed envelope must be automatically disregarded.

### **3.3 Signature**

Every offer shall be dated and signed by the Tenderer or its duly authorised representative.

### **3.4 Official Language**

**The Official working language of the ITER Organization is English. Tenders must be in English.**

### **3.5 Correspondence**

Any communication in connection with a Tender should be addressed to the contact person stated in the call for tender letter. All correspondence should quote the reference number of the Invitation to Tender. Any response to question(s) posed will, together with the question(s), be forwarded to all Tenderers, if deemed appropriate. Tenderers are requested not to otherwise contact the ITER Organization after the closing time and date stated in the letter of Invitation to Tender, i.e. during the Tender assessment period.

### **3.6 No Consultation**

The Tenderer shall not:

- consult, communicate or agree with any other Tenderer or competitor, with regard to price or any other matter related to the Tender for the purpose of restricting competition;
- disclose the price, directly or indirectly, to any other Tenderer or competitor, except in the case of standard price lists;
- make any attempt to induce any other person or organisation to submit or not to submit a Tender for the purpose of restricting competition.

The above however shall not restrict the right of the Tenderer to form consortia, joint ventures, partnerships or the like to submit a joint Tender.

### **3.7 Guarantee**

In the case of a Tender received from a subsidiary company, the ITER Organization reserves the right to request a parent company, to guarantee the execution of the prospective contractor's obligations.

### **3.8 No Obligation to Accept Tender**

The ITER Organization shall be under no obligation to accept the lowest or any Tender.

### **3.9 Tender Scope and Objectives**

The Tenderer shall submit a Tender for all of the objectives described in the Contract Technical Specifications. Bidding for only selected objectives is explicitly disallowed and will lead to the exclusion of the Tender.

### **3.10 Contract Conditions**

Tenders shall comply with the Contract Conditions of the ITER Organization. Variations are not allowed. Failure to do so may lead to the exclusion of the Tender.

### **3.11 Obligation to Award the Contract**

Initiation of a Tendering procedure imposes no obligation on the ITER Organization to award the subject Contract.

### **3.12 Expenses**

Expenses incurred in connection with the preparation and submission of a Tender will not be reimbursed. However in this particular case, tenderer can include in their price offer the cost of translation from French to English language. However these costs will only be paid to the call for tender winner. In any case the tenderers can ask for a reimbursement of these costs.

### **3.13 Liability for Compensation**

The ITER Organization shall not be liable for any compensation to Tenderers if Tenders are not accepted by not meeting these conditions of Tendering. Nor is it so liable if it decides not to award a Contract.

### **3.14 Documents Submitted by the Tenderer**

All documents submitted by a Tenderer shall become the property of the ITER Organization. These documents will be considered confidential.

### **3.15 Submission of Alternative Offer**

Tenders must comply with the Tender document requirements. If alternatives are allowed for in the letter of Invitation to Tender then the Tenderer's proposed alternative offer(s) should be submitted in a separate letter to accompany the Tender.

### **3.16 Incomplete Tenders**

It may not be possible to consider a Tender if complete information is not given at the time of Tendering, or if any particulars and data asked for are not provided in full.

### **3.17 Changes to Tenders**

Changes or amendments to Tenders can only be admitted if they arrive before the closing time and date stated in the letter of ITT.

### **3.18 No Material Change in Circumstances**

It is a condition of this Tender that the ITER Organization be advised of any material change in the Tenderer's circumstances during the Tender process including, but not limited to:

- a change affecting any declaration, accreditation, licence or approval;
- major re-organisational changes, company re-structuring, take-over, buy-out or similar events affecting the operation and/or financing of the Tenderer or its major sub-contractors;
- a change to any information on which the ITER Organization may rely in assessing Tenders.

Failure to so advise the ITER Organization may lead to disqualification.

### **3.19 Alteration of Prices, etc.**

Figures should not be altered or erased; any alteration of prices, etc. should be effected by striking through the incorrect figures and inserting the correct figures above the original figures. The Tenderer shall date and initial all such alterations.

### **3.20 Specifications, Drawings, etc.**

The Tender documents and any specifications, plans, drawings, patterns, samples or information issued or furnished by, or on behalf of the ITER Organization in connection therewith, are issued solely for the purpose of enabling a Tender to be completed and may not be used for any other purpose. Such Tender and other documents and any information provided shall remain the property of the ITER Organization.

The above does however not restrict the right of the tenderer to use the given blank drawing for the purpose of the tender conception response.

### **3.21 Return of Tender Documents**

All documents must be returned to the ITER Organization whether or not a Tender is submitted, and any special instructions applicable to the Tender and other documents or information must be adhered to. Any drawings, etc. must be accompanied, if required, by a declaration that the designs, and particulars have not been copied, seen or extracted wholly or partly for any unauthorized purpose and that they have only been used for the purpose of Tendering. Any documents not issued as aforesaid which are required in connection with this Tender (if not already in the Tenderer's possession) will be supplied by the ITER Organization.

The above does however not restrict the right of the tenderer to use the given blank drawing for the purpose of the tender conception response.

### **3.22 Tender Validity**

The Tender validity shall be six months commencing from the Tender closing time and date stated in the letter of Invitation to Tender.

### **3.23 Notification of Tender Evaluation**

The ITER Organization will evaluate the Tender based on the Tenderer's responses to the requirements set out in the Tender documents. Each Tenderer will be informed of the decisions reached concerning the award of the Contract.

### **3.24 Publicity**

During the Tender process no publicity in connection with the Tender by the Tenderer is allowed.

### **3.25 Eligibility**

Only Tenderers from ITER members are eligible for Tendering, i.e.

- European Union (member states)
- India
- Japan
- People's Republic of China
- Republic of Korea
- Russian Federation
- United States of America

## **4 Information to be submitted with the Offer**

Tenderers are requested to submit - **as a minimum** - the following information/forms with their Tender:

- 4.1 [Declaration on Honour](#) (see the template form in Section 9).
- 4.2 [Tenderer Information](#) (see the template form in Section 9).
- 4.3 Certificate(s) confirming that obligations have been fulfilled relating to the payment of social security contributions and/or the payment of taxes in accordance with the legal provisions of the country in which established. The proof of declaration and payment of taxes, fees and social security contributions should indicate the state of affairs on 31<sup>st</sup> December of the previous year, bearing the statement "certified true copy", the date and the signature of a person authorized to represent the company.
- 4.4 A copy of the last three balance sheets in summary.

- 4.5 A copy of any judgement(s) delivered, if the Tenderer (or a company in case of joint venture) is the object of a receivership.
- 4.6 A copy of quality control certificates or the equivalent documents (if required in the technical specifications).
- 4.7 A copy of the Quality Control Program (if required in the technical specifications).
- 4.8 All the information and documents to enable the ITER Organization to assess the overall technical and professional capacity of the Tenderer (see Section 5).

## 5 Information for Technical Assessment of the Offer

The information and documents listed in this Section are required to enable the ITER Organization to assess the Tenderers' overall competencies and technical and professional capacities. The results of this assessment will be included in the [Selection Process and Criteria](#) (Section 7 of this document).

In addition to the information and documents listed in this Section, the Tenderers may add other documents and information useful to assess its competencies and technical and professional capacities to provide the goods and/or services described in the Technical Specifications issued with this document.

### 5.1 Selection Process Criteria

Tenderers are requested to submit - **as a minimum** - the following information:

- a) The team and organisation proposed by the Tenderer to fulfil the requirements of the Contract. The distribution of roles and responsibilities. The workflow shall also be described.
- b) Tenderers shall list in their tender all information required as input documentation required to complete the works. Where such information is not required at the start of the contract, the date that it is required shall be provided.

## 6 Tender Financial Offer

All prices shall be in Euros (€) net of all duties and taxes. As an international organisation the ITER Organization is exempt from all taxes and duties. Applicable taxes (if any) shall be shown separately.

Payment will be dispersed following successfully completed work packages.

Tenderers shall provide a cost breakdown for each offer submitted with the tender. The cost breakdown form to be filled out will be attached to the tender submission information document. For additional cost breakdown offers or comments an additional document shall be attached to the offer.

## 7 Selection Process and Criteria

### Selection Criteria:

- Financial criteria (minimum turnover per year will be 2 times the contract value, estimated at 150,000.00 € )
- Provision of all the documents required in the technical specifications
- Documents return filled and signed: Declaration on honour, tenderer information form

To be considered, your tender return must include all tasks as defined in the technical specification.

### **Award criteria:**

<b>Evaluation criteria</b>	
<b>Criteria</b>	<b>Weighting</b>
<b>1) Method/booking system/personnel</b>	50%
<b>2) Type and number of vehicules (with a minimum of 10 vehicles available all time for category 1)</b>	20%
<b>3) Price</b>	30%
<b>Total</b>	<b>100%</b>

For points 1 and 2: The tenderer has to reach the threshold of 50 % of the points available (e.g.: at least 25% on the criteria 1)

## **8 Consortia**

Tenders can be submitted by groupings of service providers who will not be required to adopt a particular legal form prior to the contract being awarded. All eligible natural and legal persons or groupings of such persons (consortia) may submit a tender. A consortium may be a permanent, legally established grouping or a grouping which has been constituted informally for a specific tender procedure.

However, a grouping of companies must nominate one party to be responsible for the receipt and processing of payments for members of the grouping, for administrative management of the service, and for coordination and safety. Groupings of companies must provide the documents and information required in point 4. The criteria in point 7 apply to the grouping as a whole.

All members of a consortium (i.e. leader and all other members) are jointly and severally liable to the contracting authority. The participation of an ineligible natural or legal person will result in automatic exclusion of that person. In particular, if that ineligible person belongs to a consortium, the whole consortium will be excluded.

## **9 Template Forms**

**ACKNOWLEDGEMENT OF RECEIPT**

To be returned to:

ITER Organization  
ITER Headquarters  
Contracts and Procurement Division  
Jeremy Begot Office 141  
CS 90 046 Route de Vinon  
13067 Saint Paul Lez Durance Cedex  
France

Fax: +33 (0)4 42 17 60 11  
[jeremy.begot@iter.org](mailto:jeremy.begot@iter.org)

TENDER No. **ITER Call for C4T/09/75/JBT**  
DESIGNATION of SERVICES: **Service Contract for provision of taxis service to the ITER organisation**  
Officer in charge: **Jeremy Begot**

- WE ACKNOWLEDGE RECEIPT OF ALL TENDER DOCUMENTS FOR THE ABOVE MENTIONED TENDER  
(In event of missing elements, contact the ITER Officer in Charge)
- WE INTEND TO SUBMIT A TENDER
- WE WILL NOT TENDER FOR THE FOLLOWING REASONS:

.....  
.....  
.....

Signature:  
Name: .....  
Position: .....  
Tel: .....  
Fax: .....  
Date: .....

COMPANY STAMP

## **DECLARATION ON HONOUR**

### ***TO BE RETURNED ON TENDERER'S LETTERHEAD***

Date .....

SUBJECT: **DECLARATION ON HONOUR**

REFERENCE: **ITER call for C4T/09/**

**Service Contract for provision of taxis service to the ITER organisation**

I, the undersigned, ..... representing [*full name of Tenderer*], being a Tenderer for the Contract referred to above hereby confirm:

- 1) That I have not been guilty of grave professional misconduct;
- 2) That following any other procurement or grant award procedure financed by the ITER budget, I have not been declared to be in serious breach of contract for failure to comply with my contractual obligations;
- 3) That I have no conflict of interest in connection with the Contract. A conflict of interest could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest;
- 4) That I will inform the ITER Organization, without delay, of any situation constituting a conflict of interest or liable to result in a conflict of interest;
- 5) That I have not granted, sought, attempted to obtain or accepted any advantage, financial or otherwise, to or from any party whatsoever, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to performance of the Contract;
- 6) That I am aware that the ITER Organization reserves the right to verify this information, and that I accept the possible consequences that may arise from any false declaration in providing the information required by the ITER Organization in order to take part in the Contract;
- 7) That I am not bankrupt, being wound up, having my affairs administered by courts or entered into an arrangement with creditors.

- 8) That I have not suspended business activities or am the subject of proceedings concerning those matters, or am in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
  
- 9) I shall ensure that, if non-French national employees are used to carry out the Contract, the said employees shall be authorized to work in France.

Signature:

COMPANY STAMP

Name: .....

Position: .....

Tel: .....

Fax: .....

Date: .....

**TENDERER INFORMATION FORM**

**1. SUBJECT CONTRACT**

TENDERER: .....

TENDER No.: **ITER C4T/09/75/JBT**

PURPOSE: **ITER: Service Contract for provision of taxis service to the ITER organisation**

**2. TENDERER INFORMATION**

CORPORATE NAME: .....

LEGAL STATUS: .....

AUTHORISED CAPITAL: .....

HEADQUARTERS ADDRESS: .....

.....  
.....

PLACE OF BUSINESS ADDRESS: .....

.....  
.....

TELEPHONE: ..... FAX: .....

TRADE REGISTERED No.: ..... VAT No.: .....

DATE ESTABLISHED ..... PERMANENT WORKFORCE: .....

NUMBER OF SECONDARY OFFICES: .....

NAMES OF MAIN MANAGERIAL STAFF:

1) .....

2) .....

3) .....

**NAMES AND JOB POSITIONS OF PERSONS AUTHORISED TO REPRESENT THE COMPANY:**

- 1) .....
- 2) .....
- 3) .....

**TURNOVER, NET INCOME FOR THE PAST THREE FINANCIAL YEARS:**

k€	Year 1	Year 2	Year 3
Turnover			
Net Income (+/-)			

CERTIFICATION, IF ANY: .....

ACCREDITATION, IF ANY (type and validity): .....

**WORK ACCIDENTS OCCURRING OVER THE PAST FIVE YEARS:**

Designation	Year 1	Year 2	Year 3	Year 4	Year 5
Frequency rate					
Severity rate					

Signature:

COMPANY STAMP

Name: .....

Position: .....

Tel: .....

Fax: .....

Date: .....