

**Specifications attached to the
Invitation to Tender**

EASA.2012.OP.16

Communication Services for the European
Aviation Safety Agency

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Introduction to EASA

The European Aviation Safety Agency, (hereinafter "EASA", "the Agency" or "the Contracting Authority"), is an agency of the European Union, which has been given specific regulatory and executive tasks in the field of aviation safety. The Agency constitutes a key part of the European Union's strategy to establish and maintain a high uniform standard of safety and environmental protection in civil aviation at European level.

The Agency was set up in 2003 as an independent body of the European Union under European public law accountable to the Member States and the European Union institutions. It works hand in hand with the National Aviation Authorities (NAAs) in Europe for the execution of many operational tasks. The aviation industry is also actively involved in the Agency's activities through a number of consultative and advisory committees. Moreover, EASA develops close relations with counterpart organisations across the world concluding working arrangements aimed at harmonising standards and promoting best practice in aviation safety worldwide.

The main tasks of the Agency currently include:

- Rulemaking: drafting aviation safety legislation and providing technical advice to the European Commission and to the Member States;
- Inspections, training and standardisation programmes to ensure uniform implementation of European aviation safety legislation in all Member States;
- Safety and environmental type-certification of specific models of aircraft, engines and parts approved for operation in the European Union;
- Approval of aircraft design organisations worldwide and of production and maintenance organisations outside the EU;
- Coordination of the European Union programme SAFA (Safety Assessment of Foreign Aircraft) regarding the safety of foreign aircraft using European Union airports;
- Data collection, analysis and research to improve aviation safety.

The Agency's responsibilities have been extended in the new [EASA Basic Regulation 216/2008](#)¹ so as to include essential rulemaking in the fields of air operations & flight crew licensing and the oversight of third country operators. Further extensions include safety regulations regarding airports and air traffic management systems.

Based in Cologne, the Agency already employs more than 650 professionals from across Europe. It will continue to recruit highly qualified specialists and administrators in the coming years as it consolidates its position as Europe's centre of excellence in aviation safety.

Further information can be found on the Agency's website at <http://easa.europa.eu/home.php>.

¹ Regulation (EC) No 216/2008 of the European Parliament and of the Council of 20 February 2008 as amended on common rules in the field of civil aviation and establishing a European Aviation Safety Agency, and repealing Council Directive 91/670/EEC, Regulation(EC) No 1592/2002 and Directive 2004/36/EC

1 Overview of this tender

1.1 Description of the contract

The services and supplies required by EASA under the contract to be potentially awarded as a result of this call for tender are described in the terms of reference in **section 2** of the present tender specifications.

1.2 Timetable

Summary timetable	Date	Comments
Launch date	23 November 2012	
Deadline for addressing requests for clarification to EASA	10 January 2013, 17:00*	
Last date on which clarifications are issued by EASA	14 January 2013	Tenderers are advised to check the EASA Webpage on a regular basis for possible updates and/or clarifications
Deadline for submission of tenders	17 January 2013	Tenders delivered by hand shall be submitted not later than 17:00h Local Time *
Opening session	24 January 2013, 10:00* ²	
Completion date for evaluation of tenders	February/March 2013	Estimated
Signature of contracts	March/April 2013	Estimated

1.3 Participation in the tender procedure

This procurement procedure is open to any natural or legal person wishing to bid for the assignment and established in any of the European Union Member States, Norway, Iceland, Liechtenstein or Switzerland (hereinafter referred to as "EASA Member States").

* Cologne local time

² Maximum one legal representative per participating tenderer may attend the opening session. Tenderers shall inform the Agency of their intention to attend, at least 5 working days prior to the opening session.

In addition, tenderers must not be in any situation of exclusion under the exclusion criteria indicated in section 3.1 of these tender specifications and must have the legal capacity to allow them to participate in this tender procedure (see section 3.2.1).

Please note that any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or EASA during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of his tender and may result in administrative penalties.

1.4 Participation of consortia

Consortia may submit a tender on the condition that it complies with the rules of competition.

A consortium may be a permanent, legally-established grouping or a grouping which has been constituted informally for a specific tender procedure.

Such grouping (or consortium) must specify the company or person heading the project (the leader) and must also submit a copy of the document authorising this company or person to submit a tender on behalf of the consortium. All members of a consortium (i.e. the leader and all other members) are jointly and severally liable to the Contracting Authority.

In addition, each member of the consortium must provide the required evidence for the exclusion and selection criteria (see section 3 of these tender specifications). Concerning the selection criteria "economic and financial capacity" as well as "technical and professional capacity", the evidence provided by each member of the consortium will be checked to ensure that the consortium as a whole fulfils the criteria.

The participation of an ineligible person will result in the automatic exclusion of that person. In particular, if that ineligible person belongs to a consortium, the whole consortium will be excluded.

1.5 Subcontracting

The tenderer must indicate clearly which parts of the work will be sub-contracted **and** to what extent (proportion in %). The sub-contractor must not sub-contract further.

Sub-contractors must satisfy the requirements under the exclusion criteria applicable to the award of the contract. If the identity of the intended sub-contractor(s) is already known at the time of submitting the tender, the tenderer must furnish a statement guaranteeing the eligibility of the sub-contractor.

In addition, a duly signed and dated **declaration of intent** (see **Annex XI**) shall be submitted by each sub-contractor, confirming their irrevocable undertaking to collaborate with the tenderer, should he win the contract and that they will put all appropriate and necessary resources from their part at the tenderer's disposal for the performance of the contract.

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

Where no sub-contracting is indicated in the tender the work will be assumed to be carried out directly by the bidder.

1.6 Presentation of the tenders

Tenders must comply with the following conditions:

1.6.1 Tenders must be submitted in accordance with the **double envelope system**:

The **outer envelope** or parcel should be sealed with adhesive tape, signed across the seal and carry the following information:

- the ref. number of the invitation to tender **EASA.2012.OP.16**
- the project title and lot **Communications Services for the European Aviation Safety Agency** – Lot(s) No(s). ...
- the name of the Tenderer
- the indication "**Tender - Not to be opened by the internal mail service**"
- the address for submission of tenders (*as indicated in the letter of invitation to tender*)
- the date of posting (*if applicable*) should be legible on the outer envelope

The outer envelope must contain **three inner envelopes**, namely, **Envelope A, B and C**.

The content of each of these three envelopes must be as follows:

Envelope A – Administrative documents

- the signed, dated and duly completed **Tender Submission Form** using the template in **Annex VII**
- the duly filled in, signed and dated **Exclusion Criteria Declaration(s)** as requested in section 3.1 and using the standard template in **Annex IV**
- the duly filled in, signed and dated **Legal Entity Form(s)** as requested in section 3.2.1 and using the standard template via the link in **Annex V** as well as the requested **accompanying documents**
- the duly filled in, signed and dated **Financial Identification Form**³ using the template in **Annex VI**, including the IBAN and SWIFT/BIC code

³ In case of consortia, only **one** Financial Identification Form for the whole consortium shall be submitted, nominating the bank account into which payments are to be made under the contract in the event that the respective tender is successful.

- **financial and economic capacity documents** as requested in section 3.2.2
- a statement containing the name and position of the tenderer's **authorised representative/signatory** using the template in **Annex X** and official documentary evidence proving the representative's legal authority to validly sign on behalf of the organisation and in case of consortia on behalf of the consortium (delegation / power of attorney to be provided by each consortium member – on consortia please see section 1.4 of these tender specifications)
- duly filled in, signed and dated **statements of absence of conflict of interest** as found in **Annex VIII**
- a duly filled in, signed and dated **statement of acceptance** as found in **Annex IX**
- in case of sub-contracting or reliance on other entities, a duly filled in, signed and dated **declaration of intent** as found in **Annex XI**

Envelope B – Technical proposal (per lot)

For each lot, one signed original and three copies (identical in full to the original) of the technical and professional capacity documents as requested in section 3.2.3 **and** of the technical proposal providing all information requested in section 4.2 including information relevant to subcontracting as requested in section 1.5.

Tenderers bidding for more than one lot are requested to enclose **a separate** envelope for each lot and to clearly mark on each envelope a number and title of the lot.

Envelope C – Financial proposal

One signed original and three copies (identical in full to the original) of the financial proposal based on the format found in **Annex II**.

1.6.2 The original tender must be marked "**ORIGINAL**", and the copies (of the signed original) marked "**COPY**".

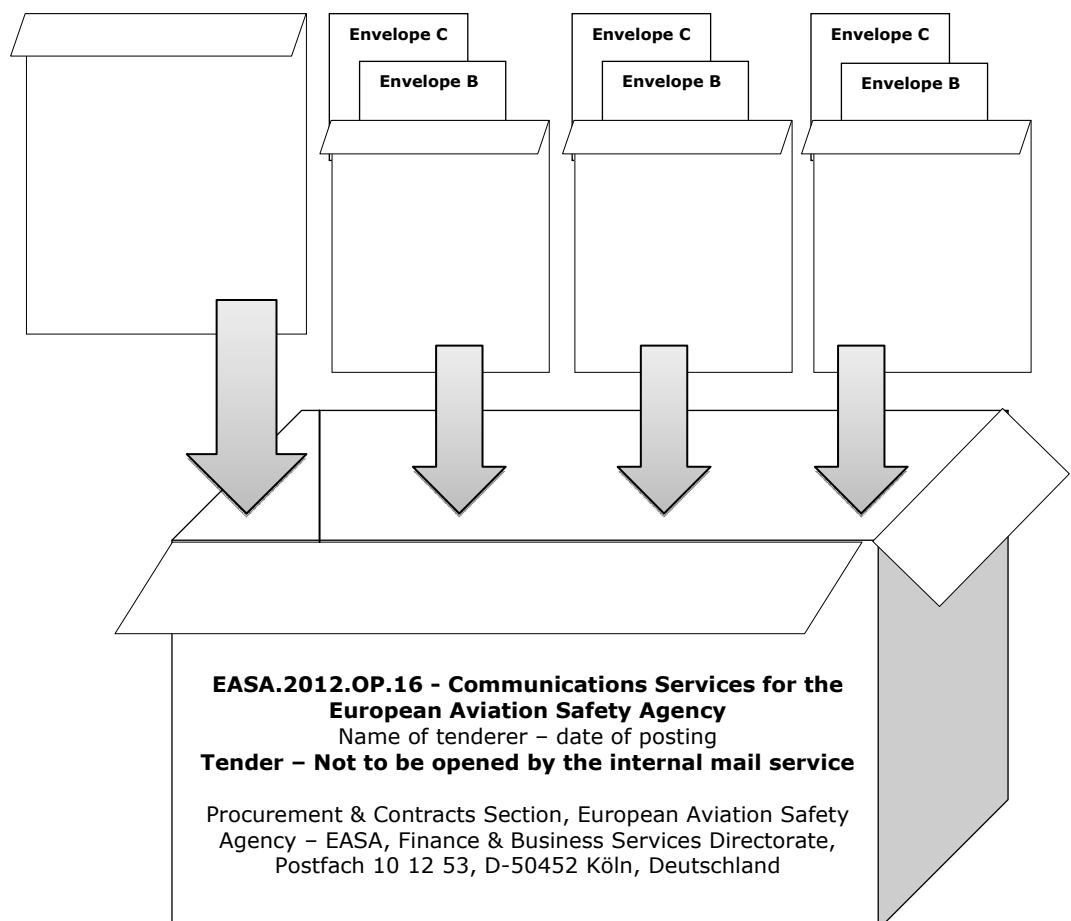
1.6.3 Tenders should be drafted in one of the official languages of the European Union, **preferably English**.

It is strictly required that tenders be presented in the correct format and include all documents necessary to enable the evaluation committee to assess them. Failure to respect these requirements will constitute a formal error and may result in the rejection of the tender.

NOTA BENE: Should tenderers wish to apply to two or more lots, pursuant to section 1.10, the outer envelope or parcel should bear the information as indicated above and contain one envelope for the administrative documents (labelled Envelope A) and one separate envelope per lot, each envelope bearing the reference and title of the relevant lot and each containing two inner envelopes (labelled Envelope B & C) as presented above:

- LOT 1: Event Management
- LOT 2: Communication Strategy advice
- LOT 3: Website extensions & Web services
- LOT 4: Layout and production of promotional material

For instance, should a service provider wish to apply for lots 1, 2 and 4, these should be submitted as suggested in the diagram below:



1.7 Period during which tenders are binding

The period of validity of tenders, during which tenderers may not modify the terms of their tenders in any respect is 90 days after the deadline for the submission of tenders. In exceptional cases, before the period of validity expires, EASA may ask tenderers to extend the period for a specific number of days, which shall not exceed 40.

The selected tenderer must maintain its tender for a further 60 days from the date of notification that his tender has been recommended for the award of the contract. The further period of 60 days is added to the initial period of 90 days irrespective of the date of notification.

1.8 Contacts between EASA and tenderers

Contacts between EASA and tenderers are prohibited throughout the procedure save in exceptional circumstances and under the following conditions only:

Before the final date for submission of tenders:

- At the request of the tenderer, EASA may provide additional information solely for the purpose of clarifying the nature of the contract. Any request for clarification must be made in writing by **e-mail** at **tenders@easa.europa.eu** and should indicate the reference number and the title of the tender.
- Requests for clarification received by EASA after the deadline for such requests for clarification as specified in section 1.2 – Timetable may not be processed.
- EASA 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 clarifications including that referred to above will be published on EASA's website. **Please ensure that you visit regularly the site for updates.**

After the opening of tenders:

If, after the tenders have been opened, some clarification is required in connection with a tender, or if obvious clerical errors in the submitted tender must be corrected, the EASA may contact the tenderer, although such contact may not lead to any alteration of the terms of the submitted tender.

1.9 Visits to EASA premises

No site visits at EASA's premises are deemed necessary for this procedure.

1.10 Division into lots

This tender is divided into the following lots:

- LOT 1: Event management
- LOT 2: Communication strategy advice
- LOT 3: Website extensions & web services
- LOT 4: Layout and production of promotional material

The tenderer may submit a tender for one, several or all of the lots. Each lot will form a separate contract.

1.11 Variants

Unless otherwise requested in the terms of reference in section 2 of the present specifications your tender should not deviate from the services or supplies requested.

1.12 Scope for additional services or for the repetition of similar services

EASA may, at its own discretion, extend the project in duration and/or scope subject to the availability of funding and to satisfactory performance by the contractor. Further details can be found in section 2.3 below.

1.13 Confidentiality & public access to documents

In the general implementation of its activities and for the processing of tendering procedures in particular, EASA observes the following rules:

- Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 and Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 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;
- Commission Regulation 2008/1302 of 17.12.2008 on the Central Exclusion Database (for more information see the Privacy Statement on http://ec.europa.eu/budget/explained/management/protecting/protect_en.cfm#BDCE)
- Council Regulation (EC) No 1049/2001 of 30 May 2001 regarding public access to European Parliament, Council and Commission documents.

1.14 Contract provisions

In drawing up your tender, you should bear in mind the provisions of the draft contract (see **Annex I** to the present tender specifications). In particular, the draft contract indicates the method and the conditions for payments to the contractor.

Nota bene:

Submission of a tender implies acceptance of all the terms and conditions set out in the invitation to tender, in the tender specifications and in the draft service contract and, where appropriate, waiver of the tenderer's own general or specific terms and conditions. It is binding on the tenderer to whom the contract is awarded for the duration of the contract.

In this respect every tenderer is also required to submit a duly filled in and signed **statement of acceptance**, in the form provided in **Annex IX**.

2 Terms of Reference

These Terms of Reference will become an integral part of the contract that may be awarded as a result of the tender.

2.1 Introduction: background to the invitation to tender

The Communications Department acts as a spokesperson's service for the Executive Director and the Agency. It is responsible for the Agency's external and internal communications. Its main responsibilities include:

- Media communications and public relations
- Emergency communication (internal and external)
- Relations with the EU institutions, political affairs
- Communications with the aviation industry
- Community relations in the Cologne/Rhineland region

As regards internal communication, the Department informs staff members of important internal and external developments and makes proposals on how to improve the flow of information within the Agency.

To fulfil its tasks, the Communications Department uses a variety of communication tools of which the most important are:

- Distribution of printed information material to specialised target groups, the media, the general public and staff members;
- Use of web based technologies (website, mini sites) for the purpose of broadcasting information to the general public, industry, regulators and other stakeholders;
- Organisation of or participation in information events (workshops, conferences, fairs, etc.) with contributions of management to promote the Agency's position;
- Information campaigns with journalists specialised in aviation, or EU affairs;
- Advertisement campaigns in specialised and general media;
- etc.

The Communications Department intends to conclude within each lot up to three multiple framework contracts in cascade in support of its communication and information activities. Each framework contract will be concluded for an initial period of one year with the possibility of up to three extensions of one year each.

2.2 Description of the subject and scope of the contract

2.2.1 Lot 1: Event Management

2.2.1.1 Objectives and scope

The objective of the contemplated framework contract for lot 1 is to enable EASA to effectively acquire on-demand a range of high-quality external services in support of the Agency's activities in the areas of event management. The scope of this lot may include the conceptual planning, design, organisation, set

up and management of events such as, but not limited to, conferences, exhibitions, trade fair stands, seminars, workshops or any other kind of event (e.g. press trip, high-level dinners, etc.). The Contractor might also be requested to deliver only a part of the event organisation, e.g. catering, invitation management, location scout, etc. Such events are considered to be an effective means of dialogue with stakeholders and citizens.

The events are likely to be held mainly in the Cologne area. One or two events per year may also take place elsewhere within Germany or in one of the 31 EASA Member States or elsewhere further beyond⁴.

2.2.1.2 Outline of the services required

The list of tasks below is indicative and non-exhaustive. The Contractor may be required to perform any service in support of organising an event. The tenderers are required to describe all considerations, working methods and time schedules in the technical proposal in connection with the indicative list of tasks below. The Agency needs to understand in detail how the Contractor is intending to fulfil any task that he might be required to carry out in the context of the organisation of events.

As a reference, most of the current EASA activities are divided into the following event formats:

- Fairs / Trade shows
- Anniversary Events
- Social Events (Summer Party)
- Meetings and Conferences
 - Small meetings up to 10
 - Meetings 10-30 participants
 - Meetings 30-50 participants
 - Conferences 50-100 participants
 - Conferences 100-200 participants
 - Conferences more than 200

1. Event planning, coordination, follow-up and assessment

- Detailed planning of operations in cooperation with the Communications Department;
- A personal contact on-site might be requested;
- Finding and proposing suitable premises for the event in Cologne and Brussels as well as in all EASA Member States but also in other countries;
- Finding and proposing suitable guest speakers, moderators;
- Assisting in the drawing-up of event programmes (including leisure activities and social programmes);

⁴ The travel and subsistence cost of contractor's representatives to the event location outside the Cologne area (as the case may be, also outside EU) shall be subject to the conditions for cost reimbursement laid down in the Draft Contract in Annex I and to EASA's express and specific prior approval. Travel and subsistence costs of the contractor to a venue within the Cologne area or its surroundings (i.e. within 50km from Cologne) will not be reimbursed. For instance, the travel costs of a possible annual meeting shall be covered by the contractor. –see also section 2.7 below

- Drawing-up timetables specifying all necessary steps for the organisation of an event (i.e. from first briefing by the Agency to the assessment of the event);
- Identification of additional service-providers etc.;
- Follow-up with event participants (e.g. drawing-up, distribution and evaluation of questionnaires), event assessment including seeking and collecting feedback/suggestions of improvements for future events, assessment of response in the media, etc.

2. Speakers and guest management

Upon request of the Agency, the Contractor might be required to assume all communication and support for speakers (internal and external speakers) as well as guests. This task can include (non-exhaustive list):

- Booking availability and contract management with selected moderators/speakers/guests;
- General support and information for guests and speakers;
- Communication of all necessary information, answering questions, etc.;
- Travel and accommodation arrangements for speakers and guests;
- Invoice management and paying fees of speakers and guests;
- Management of on-line registration or payment platform when requested;
- Requesting, receiving, editing speeches, presentations, CVs and any other information for the event with a view to their publication on the Agency's website and/or their distribution at the event (i.e. for conferences);
- Reporting to the Agency on all matters concerning speakers and guest management.

3. Graphic design, preparation of documents and publicity material, mail and dispatching, storage of information material

The Communications Department has in the past occasionally developed specific conference designs⁵. In this context, the below listed tasks might be required to be carried out by the Contractor (non-exhaustive list):

- Graphic design for the event (creation and adaptation of event logos and graphics charts to be used for the production of posters, postcards, information brochures, websites, conference folders, badges, signposting, promotional goods, etc.);
- Mail and dispatching service (tasks include printing of labels, dispatching publicity material and invitations);
- Preparation of conference documents, folders and promotional material (e.g. conference announcements, enrolment forms, supporting information material, conference folders, programme, participation lists, conference documentation, posters, writing pads, badges, bags, miscellaneous souvenir items, etc.);

⁵ As an example please visit the website for the 2011EU/US International Aviation Safety Conference at <http://easa.europa.eu/conf2011/>

- Storage of the information material for the events in order to be mailed or dispatched with the EASA stand of for one or more events. The delivery includes also the events taking place in the Agency premises.

4. Supervision and support of participants and provision of interpreting services

Upon request of the Agency, the Contractor might be required to assume all communication and support for participants and provision of interpreting services. This task can include (non-exhaustive list):

- Enrolment and information (participant registration, publishing and dispatching confirmations, updating lists of participants, answering questions from participants, etc.);
- Welcoming and assistance (including registration) during the event;
- Provision of interpreters and support (organisation of interpreters if required, preparing and distributing preparatory documents for interpreters, any other associated support).

5. Technical services

- Lease of any technical equipment required during the event (e.g. sounding, recording, beamers, lighting, music, IT equipment, etc.) and/or relevant technical support services (equipment delivery and removal, technical set-up, organisation, operation and maintenance, etc.). The detailed list of equipment and services can be found in Annex II.

6. Shuttle service

- Organisation of shuttle services (buses, minivans and cars) for Agency guests and/or staff members.

7. Catering

- Provision and overall management of catering services outside EASA's premises, including provision of equipment/personnel. Catering services may be requested for coffee breaks, lunches, dinners and receptions, etc. Catering might have to be organised externally for events of all kinds.

8. Exhibitions and stands

The Agency produced and owns two exhibition stands which covers around 30-40m² and can be used at exhibitions or trade fairs⁶. The Contractor will be responsible for:

⁶ The mobile stand is a Nomadic Display system: series INSTAND with the following elements C34, C33, Sagittarius and two movable walls from series PLATINUM. The stand elements are packed in portable cases of the following sizes: 4 x ROLLONE Case (0,99m x 0,63m x 0,40m), FLAT-PACK-300 Shipping Case (ca 1m x 1m x 0,2m), Panel Case (Rotomoulded)-Large: 1,16m x 1,42m x 0,4m, Panel Case (Rotomoulded) -Small: 0,85m x 1,42m x 0,40 m, ShowMate Case: 0,94 m x 0,25m x 0,57m.

The second booth elements are packed in 8 pallets and 2 boxes including 4 glass panels (1m x 2,30m and 0,75m x 2,30m), 5 walls (/12m/2m/1m x 2,5 x 0,07m), and a glass door (0,80m x 2,30), laminate floor in oak. It includes also 1 desk-bar, 2 media terminals, a suspended light cube (4m x 4m x 0,8m) and furniture (10 barstools, 5 cocktail tables, 4 chairs, 1 table, 4 A4-Flyer holders).

- Storage of the stand during the contract period close to the Agency premises including insurance;
- Transportation of stand to event location;
- Erecting and dismantling of exhibition stand;
- Design and production of additional stand elements of the same or a compatible system;
- Layout and printing of exchangeable exhibition canvas.

9. Conference proceedings and audiovisual reporting

- Recording, transcribing and preparing the conference proceedings for publication;
- Photo and video services throughout the event;
- Distribution of proceedings on DVD (or equivalent support) to participants.

2.2.2 Lot 2: Communication Strategy Advice

2.2.2.1 Objectives and scope

The EASA's Communications Department is looking for effective and high-quality on-demand external support for communication strategy advice and development of specific communication plans. On request from the Agency, this strategy and planning will require reviews to respond to the evolving political, economic or environmental context in which the Agency evolves (e.g. extension of the Agency's scope of work) and other associated tasks as listed below in 2.2.2.2.

In general, the **deliverables** will be reports with recommendations covering the tasks specifically requested by the department.

2.2.2.2 List of tasks (non-exhaustive)

The list of tasks below is indicative and non-exhaustive. The tenderers are required to describe all considerations, working methods and time schedules in the technical proposal in connection with the performance of the required services. The Agency needs to understand in detail how the Contractor is intending to fulfil any task that he might be required to carry out within this lot.

- Provide general communication advice and planning regarding communication campaigns (e.g. for the general public, specific target groups, locally or Europe-wide); Develop specific communication campaigns including translating the concept into concrete communication tools;
- Support the Agency in developing communication objectives deriving from the overall communication policy or new tasks attributed to the Agency;
- Support the development of the Agency's crisis strategy as well as the preparation of a media response manual for emergency situations, including a crisis communication plan and related exercises;

A more detailed description shall be provided to the successful tenderer.

- Perform an analysis of the Agency’s communications objectives with target audiences and define their expectations in this respect, including monitoring some of the targeted distribution lists used by the department and making use of feedback tools such as surveys or statistics, including electronic means as needed;
- Draft and edit reports and information material upon request of the Department;
- Assist the Communications Department in the identification of the most appropriate channels to address different target audiences (NB: special consideration should be given to the possible use of communications that are alternatives to ones that are the most often relied upon) and proposing recommendations for the selection of appropriate mix of communication tools/methods for every specific communication plan;
- Assist in the definition of key messages, principles and values to be transmitted to the selected audiences (internal and external) considering the channels and communication tools identified;
- Advise the Communication Department on the revision of the Agency corporate identity and its brand evolution;
- Assist the Communications Department in the planning of communication activities with a view to ensuring maximum efficiency in terms of financial and time expenditure;
- Assist the Communications Department in monitoring and assessing the results and initial impact of communication activities (e.g. via press reviews).

2.2.3 Lot 3: Website extensions & Web services

2.2.3.1 Objectives and scope

- a. The Agency’s website is the main official point of publication for the Agency, and is the primary interface through which stakeholders identify the Agency. The Agency’s website serves approximately 400.000,00 unique visitors per annum with this number expected to grow in the coming years. The website is currently undergoing a redevelopment where multilingual features are to be incorporated in our attempt to better facilitate the needs of our user audience. The objective of this lot is to enable EASA to effectively acquire on-demand a range of high-quality external services in support of the Agency's online communication activities.
- b. A need for further extensions to the EASA website is forecasted. Therefore, the Contractor may be requested to perform web development tasks falling under this category (hereinafter referred to as “website extensions”), as listed below in 2.2.3.2.
- c. Additionally a need for specialised web services in support of the Agency’s communications activities has been identified. Therefore, the Contractor may be requested to perform web development tasks falling under this category (hereinafter referred to as “web services”), as listed below in 2.2.3.2.

2.2.3.2 List of tasks

The following is an indicative and non-exhaustive list of tasks which may be assigned to the Contractor, under the supervision and guidance of the Agency. The tenderers are required to describe all considerations, working methods and time schedules in the technical proposal in connection with the performance of the required services. The Agency needs to understand in detail how the Contractor is intending to fulfil any task that he might be required to carry out within this lot.

1. Web Design

- a. Design of website extensions in support of the main EASA website;
- b. Design of web interfaces to support particular promotion campaigns (web services).

2. Preparatory work

- a. As the Agency's website is hosted internally the Contractor would be expected upon EASA's request to provide an initial investigation report on the impact (if any) of the current infrastructure setup prior to initiating any development (subject to EASA's request/approval).
- b. In the case of web services, hosting can be done on the Contractor's or on the Agency's web servers (depending on the project and subject to the Agency's decision case-by-case) for development, test and production of websites and web applications - including hosting on streaming (video and audio) servers; Each time that the project is to be hosted internally the contractor shall take all the measures as stated in point 2.a.
- c. Domain name registration⁷ on behalf of the Agency only for projects that fall under the category of web services.
- d. Data availability, including data storage projects under the category of web services and hosted externally.
- e. Analysis of hardware and software requirements:
 - i. In the provision of externally hosted web services: with a focus to the associated costs,
 - ii. In the provision of internally hosted web services and/or website extensions.
- f. Provision of libraries for data, text, images, graphics and videos.

3. Development

- a. Provision of prototype screens based on user walkthrough scenarios;
- b. Creating applications, databases, scripts (programming), models, templates, style sheets, forms and interfaces using HTML, XML and any other programming language which may be required fully in compliance with the Agency's actual hardware, software and security infrastructure setup.

⁷ The domain www.easa.europa.eu and all other associated domain names are and will remain owned and directly managed by the Agency.

- c. Developing interactive features, forms, online consultations, online surveys, polling, chats, discussion boards, live online broadcasting of events, shopping cart systems;
- d. Creating animations and other multimedia products using three dimensional technologies;
- e. Development and provision of the source code, database structure and all necessary documentation (requirements analysis, procedures, project plans, etc.);
- f. Developing dissemination systems (electronic bulletins/newsletters/RSS);
- g. Providing Web Content Management capabilities either via custom developed components or using mainstream industry standard platforms;
- f. Providing deliverables adhering to usability standards catering for accessibility, tested on various browsers and operating systems including mobile devices if required.

4. Preparation of content (web publication/broadcasting aspects)

- a. Gathering, preparing and optimising content to be used online; compression techniques where necessary (including format conversion, digitization of texts and images) and production and digitization of sound documents and clips;
- b. Creating/adapting content to be put online in various languages⁸, paying particular attention to metadata and management of links;
- c. Monitoring content approval before it is published and uploaded and related advice. Provision of a staging environment and methods of approving content to be put in production;
- d. Implementing adequate electronic archiving systems;
- e. Ensuring compliance with the rules of the Inter-institutional Style Guide which is essential for any drafting work in order to ensure the editorial and linguistic quality of the information products. For further information, the Inter-institutional Style Guide can be found at: <http://publications.europa.eu/code/en/en-000100.htm>.

5. Publication

- a. Uploading approved content;
- b. Real-time monitoring/management of information and processes;
- c. Management of On-line registration to EASA events;

⁸ For a list of the official EU languages and the languages of the candidate countries please refer to <http://publications.europa.eu/code/pdf/370000en.htm> . Content to be adapted for online publication may be in non-EU languages as well. Since the content shall be provided by the Agency, the contractor is not expected to offer translation services.

- d. On-line broadcasting of events (e.g. live audio/video streaming).

6. Monitoring, follow-up and maintenance in case of externally hosted web services

- a. Real-time monitoring of website activity;
- b. Provision of a notification service on a 24-7 basis informing the Agency of service interruption affecting the website/online content availability; immediate notification in the event of system failure or when limits are exceeded;
- c. Maintenance and management of online broadcasting systems and notification services in the Agency's website;
- d. Analysis of site and server statistics and related reporting;
- e. Analysis of usage statistics and related reporting;
- f. Troubleshooting including in particular (non-exhaustive):
 - o Service interruptions;
 - o Broken links or other page errors.

7. Online advertising and promotion

- a. Email dedicated campaigns management / Creation of newsletters (layout);
- b. Establishing and managing mailing lists and contact databases (based on identified target groups) for dissemination of information products;
- c. Monitoring of email management tools upon request;
- d. Search engine in the EASA Website and related pages optimisation;
- e. Advise on online advertising promotion of the Agency's website on specialised aviation websites or as "suggested links"⁹ in major search engines result pages, taking the trends & market developments into account;
- f. Social media monitoring and advertising;
- g. Providing support in launching advertising/promotional campaigns using other innovative supports and/or technologies.

2.2.4 Lot 4: Layout and production of promotional material

2.2.4.1 Objectives and scope

The Agency regularly produces various promotional items which are subsequently distributed to specific members of the public (for example

⁹ Advertising via global Search engines or major Online Advertisement companies (i.e. Google Adwords and Bing Advertisement) Implementation and potential payment shall be monitored by EASA staff.

National Aviation Authorities, journalists, etc.), the general public (during public events, exhibitions etc.) or internally. The contract for this lot covers the design, production and delivery of various types of textile¹⁰, print¹¹ and "gadget"¹² promotional material.

The Communications Department expects to receive creative and innovative proposals for the production and delivery of promotional goods which thematically fit to the Agency's scope of work - aviation. The Contractor should be capable of proposing and producing promotional material which responds to the quality standards of the Agency, in particular in terms of design, aesthetics, materials and make, originality and practicality.

The contemplated Framework Contract shall enable EASA to effectively acquire on-demand a variety of standard and high-level promotional material and a range of top-quality ancillary services in support of both the Agency's internal and external communication activities.

2.2.4.2 Outline of services required

The Contractor may be requested to fulfil the following tasks:

- Graphic design of promotional material
- Layout / language adaptations
- Pre-press work (including supplying ready-to-print and source files to the Agency)
- Production of print, textile and "gadget" promotional material
- Distribution of promotional material

The Contractor shall deliver, at the beginning of each year of the contract, an actual catalogue of core items and prices. The catalogue and its prices may be revised then on a yearly basis according and subject to the terms of the awarded contract. However, if necessary, the Agency may also request other tailor-made products not included in this catalogue which shall be produced and supplied individually in the frame of specific events or conferences (i.e. farewell presents, special anniversary logos, etc.).

Before the production is launched, the Contractor shall present a sample or specimen in order to obtain a final approval for production.

The Contractor must indicate a detailed production planning in order to meet the delivery deadlines. For each day of delay in delivery the Agency can apply liquidated damages as provided in the Draft Contract (Annex I). The Agency reserves the right to reject the delivered products if damage or incompliance with the order is stated within 48 hours from delivery.

The material must be properly packed and protected against all damage. In case of material available in various languages or sizes, it should be sorted and packed by language and/or size.

¹⁰ Textile promotional material can include: flags, bags, t-shirts, other type of shirts, ties, caps, scarf, bandanas, and other textile products (non-exhaustive list)

¹¹ Printed promotional material can include: stickers, postcards, posters, paper bags, etc. (non-exhaustive list).

¹² „Gadget“ promotional material can include: pens, pencils, markers, mouse pads, calculators, CD covers, and other personalised office material; USB-keys, lanyards, key-holders, pins, badges, luggage tags, balloons, personalised cups and mugs, magnets and any other promotional material.

The translation and/or adaptation of texts into different languages will be ensured by the Agency. However, the Contractor should be able to work in all modern languages.

The Contractor shall be able to process and deliver any order throughout the entire year.

The transportation to the EASA premises in Cologne or to any other location requested by the Agency (i.e. International organisations, conference locations, trade fairs, etc.) must be included and specified in each quote.

All intellectual property rights, including copyright, affecting the delivered supplies or services shall be subject to the relevant provisions in the Draft Contract in Annex I.b. All graphic work must – on request – be delivered to the Agency as open and closed files on CD-ROM (or equivalent support).

2.3 Volume of the contract

The Agency intends to sign multiple framework contracts with the successful tenderers for a maximum total potential value of:

Lot 1 - Event management: **3.000.000 EUR**

Lot 2 - Communication strategy advice: **1.000.000 EUR**

Lot 3 - Website extensions & Web services: **500.000 EUR**

Lot 4 - Layout and production of promotional material: **500.000 EUR**

and for a maximum duration of four years.

For additional services which are not included in this contract but which, through unforeseen circumstances, would become necessary for the performance of the services under this contract, the Contracting Authority may make use of the negotiated procedure without prior publication of a contract notice and potentially award the additional contract to the contractor performing this contract.

For new services consisting in the repetition of services similar to the ones initially entrusted to the contractor under the contract, the Contracting Authority may make use of the negotiated procedure without prior publication of a contract notice and potentially award them to the contractor performing this contract.

2.4 Duration of the contract

Each framework contract is intended to be signed for an initial period of one year and shall be renewable up to three times for a total maximum duration of four years under the same conditions.

2.5 Place of Delivery/Execution

The main place of delivery of supplies and/or services shall be the EASA premises in Cologne, and sometimes within Germany. Provision of services in other countries (within Europe or worldwide) may be requested on an ad hoc basis (e.g. organisation of event or media training).

2.6 Variant solutions

Variants are not permitted. Your offer shall not deviate from the services requested.

2.7 Communication and Reporting

The tenderer shall be able to communicate with the Agency in English, which is the Agency's main working language.

The tenderer shall appoint an account manager who will be the contact for all matters linked to the implementation of the framework contract.

The account manager shall guarantee efficient and on-demand timely response to the Agency's requests for quotations, contacts, meetings and other administrative requests.

Once the implementation of the Framework Contract has commenced, the Contractor shall –without prejudice to other requirements set out in specific contracts– provide the Agency with a regular six-month overview report about the situation of finalised and on-going projects. This report shall include: the name of the project, the number of the specific contract or order form, the total maximum sum committed, the amounts invoiced and if applicable open amounts related to the specific contract(s) or order form(s) and any comments related to the project management which could help to improve the process. This report must be signed/approved by the account manager.

Upon request of the Agency, the account manager or a representative of the Contractor shall attend a yearly progress meeting to report on the current status of the contract or any additional meetings about the on-going projects at its own cost.

Travel and subsistence expenses of contractor's personnel or its affiliates at the service location outside the Cologne area or its surroundings –within 50km– (as the case may be, also outside EU) shall be subject to conditions for reimbursement costs laid down in the Draft Contract in Annex I and the EASA express and specific prior approval.

Travel and subsistence costs of the contractor to a venue within the Cologne area or its surroundings (within a distance of 50km from Cologne) will not be reimbursed. For instance, any cost incurred for attending possible annual meetings shall be borne by the contractor.

2.8 Description of the Contract (for each Lot)

A framework contract is a legal agreement between two parties - in this case, EASA and the Contractor. It acts as the basis for possible future purchase of services by the Agency. The framework contract contains, inter alia, a description of the scope of services that can be purchased by EASA, methodology, timing and fees to be respected by the Contractor. It is a contract of a fixed duration (within a fixed maximum duration of 4 years) but with no fixed value, only a maximum total value. The framework contract itself is not an order for services or supplies and does not constitute a financial commitment.

For each lot, the Agency intends to sign multiple Framework Contracts with the successful tenderers (maximum of 3). The successful tenderers will be placed into a ranked list.

Execution of the Framework Contracts will be performed through Specific Contracts (see section 2.9 below). For signing Specific Contracts or Order Forms the Agency shall use the cascading mechanism.

The cascading mechanism

For every Specific Contract or Order Form the Agency shall apply the cascading system. The cascading mechanism is the mechanism applied for using multiple framework contracts. In general where more than one contractor is nominated, the following rules shall apply to requests for services.

1. For each case, the Agency shall determine the specifications of the services required (for the purpose of this subsection referred to as "project") and the relevant response time. The Contractor shall make its offer in response to the Agency's specifications within this time limit.
2. When requesting services, the Agency shall initially address its request to the contractor who has been nominated in first place/rank for a given lot as a result of the evaluation of the call for tenders cited in the Contract. If this first-ranked contractor is in a position to meet the criteria for response time and specifications, then it shall be awarded the specific contract for the project in question.
3. If the first-ranked contractor is unable to meet these criteria, then it shall be regarded as being unable to provide the services requested. In this case, the Agency shall then address the same request to the contractor who has been nominated in the second place/rank within the same lot as a result of the evaluation of the call for tenders cited in the Contract. If this second-ranked contractor is in a position to meet the criteria for response time and specifications, then it shall be awarded the specific contract for the project in question.
4. If this second-ranked contractor is unable to meet either of these criteria, then it shall be considered unable to provide the services requested. In that event, the Agency shall then repeat this process with the contractor who has been nominated in third place/rank etc.
5. This process will terminate either with the award of the project to one of the contractors who has been nominated within the given lot or with the failure to award the project to any contractor. In the event of failure the Agency may redefine the project or start the procedure again on the same project at a later time.

Within each lot, the first-ranked contractor will always be consulted first. During the cascade mechanism the specifications may not change (e.g. profiles and/or technical annexes must remain the same).

2.9 Implementation of the Contract

Each framework contract is intended to be signed for an initial one-year period, and should be renewable up to a maximum of three times, under the same

conditions. The Agency intends to issue individual and successive specific contracts over the period of validity of the framework contract.

Specific contracts shall take the form of one of the documents provided under Annexes III.a and III.b to the draft framework contract. The specific contract model proposed under Annex III.b to the draft framework contract may also be referred to as an "order form". In general, services shall be requested under "specific contracts" linked to particular activities, over a given period and supplies under "order forms" for delivery of defined goods and associated ancillary services (if any). However, either format may be used for implementation of the framework contract indiscriminately, depending on the Agency's needs.

NB: No legal or financial commitment exists on behalf of either party until the specific contract or order form is signed by both parties.

2.10 Payment Formalities

Requests for payment under specific contracts or order forms shall be presented according to the conditions stipulated in article I.5 of the draft contract (Annex I to these tender specifications), as may be adapted/supplemented by specific contracts.

Invoices shall be supplied as original on paper. If required by the Agency, invoices may also be requested electronically for information purposes only.

The invoice amount shall be stated in Euro.

Invoices shall be issued per specific contract or order form and specify (where applicable):

- EASA's order form/specific contract number
- Project title and detailed information of the services provided, if applicable
- Correct name and address of the Agency
- Final amount (gross and net amount, where applicable also reference to VAT or VAT exemption)
- Contractor's full name as well as IBAN, BIC/SWIFT code, Bank name and address as provided in the Financial Identification form
- Other items/information as may be required by the relevant specific contract

No additional charges shall appear on the invoice: the final price should include all charges, in line with the applicable Financial Offer provided by the contractor (**Annex II**).

Please note that EASA is a public body governed by European Public Law. Pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities, the Agency is exempt from all taxes and duties, including value added tax. Consequently, EASA has no local (national) tax ID, nor one for intra community purchases. Although the Agency is located in Germany, EASA does not fall under the national German tax laws and tax authority. Therefore the contractor is requested to clearly specify net and gross amount as well as the VAT applied to the subscription in the invoice.

3 Exclusion and selection criteria

3.1 Exclusion criteria

Participation in this tender is only open to tenderers who are not in any of the situations listed below:

- a) bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) have been convicted of an offence concerning their professional conduct by a judgement which has the force of res judicata;
- c) have been guilty of grave professional misconduct proven by any means which the Contracting Authority can justify;
- d) have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the Contracting Authority or those of the country where the contract is to be performed;
- e) have been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the European Union's financial interests;
- f) following another procurement procedure or grant award procedure financed by the European Union budget, they have been declared to be in a serious breach of contract for failure to comply with their contractual obligations.

In addition to the above, contracts may not be awarded to tenderers who, during the procurement procedure:

- are subject to a conflict of interest;
- are guilty of misrepresentation in supplying the information required by the Contracting Authority as a condition of participation in the contract procedure or fail to supply this information.

Means of proof required

Tenderers shall provide a declaration on their honour (see model in **Annex IV**), duly signed and dated, stating that they are not in any of the situations referred to above.

Nota bene 1:

The tenderer(s) to whom the contract is to be awarded **shall provide**, within 15 days following notification of award and **preceding the signature of the contract**, the following documentary **proofs to confirm** the declaration referred to above:

- For points a), b) and e) a **recent extract from** the judicial record or, failing that, an equivalent document **recently issued by** a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied.
- For point d) a **recent certificate issued by** the competent authority of the State concerned.

Where the document or certificate referred to above **is not issued** in the country concerned, it **may be replaced by** a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

Nota bene 2:

As indicated in section 1.14 tenderers shall provide, together with their offer, a duly signed and dated statement of acceptance (in the form provided in **Annex IX**).

3.2 Selection Criteria

Tenderers must submit evidence of their legal, economic, financial, technical and professional capacity to perform the contract.

3.2.1 Legal capacity

Requirement

For all lots: Tenderers (including all consortium members and any proposed sub-contractors) are asked to prove that they are authorised to perform the contract under the national law as evidenced by inclusion in a trade or professional register, or a sworn declaration or certificate, membership of a specific organisation, express authorisation or entry in the VAT register.

Evidence required

Tenderers (including all consortium members and any proposed sub-contractors) shall provide a duly filled in and signed **Legal Entity Form** (see **Annex V**) **accompanied by the documents** requested therein. (Where a tenderer has already signed another contract with EASA, he may provide instead of the legal entity file and its supporting documents a copy of the legal entity file provided on that occasion, unless a change in his legal status occurred in the meantime or the legal entity file or its supporting documents are older than one year).

3.2.2 Economic & financial capacity

Requirement

- The tenderer must be in a stable financial position and have the economic and financial capacity to perform the contract;
- The yearly overall turnover in the last three years must not have fallen below:
 - For lot 1: 750.000 EUR
 - For lot 2: 250.000 EUR
 - For lot 3: 125.000 EUR
 - For lot 4: 125.000 EUR

Evidence required

Proof of economic and financial capacity shall be furnished by the following documents:

- balance sheets or extracts from balance sheets **for at least the last two years** for which accounts have been closed (where publication of the balance sheet is required under the company law of the country in which the economic operator is established);

- a duly dated and signed statement of overall turnover **during the last three financial years;**
- if, for some exceptional reason which EASA considers justified, the tenderer is unable to provide the references requested by the Contracting Authority, he may prove his economic and financial capacity by any other means which EASA considers appropriate.

3.2.3 Technical and professional capacity

For each lot, tenderers and their staff must prove that they have the necessary professional qualifications, experience and technical capacity to perform the contract –as described below.

3.2.3.1 For all lots

Requirement

- The tenderer shall in no way be subject to conflict of interests concerning the implementation of the contract.

Evidence required

The following document and information must be presented as evidence of compliance with the technical and professional requirements:

- Statement on absence of conflict of interest (**Annex VIII**).

3.2.3.2 For Lot 1: Event Management

Requirements

- a) Suitability of the organisation, assets and staffing structure available for the activities covered by the contract (including all consortia members and/or any proposed subcontractors);
- b) Previous and/or current experience in provision of services similar to the services covered by the contract through successful organisation and management of at least three major events¹³, during the last three (3) years;
- c) Adequate quality management standards in place (ISO 9001 or equivalent)
- d) At least 2 staff members to be involved in the performance of the contract having the following qualifications each:
 - Minimum 5 years of experience in the field of event management
 - At least good communication and drafting skills in English; the staff member acting as project manager responsible for EASA account must have excellent communication and drafting skills in English.

Evidence required

For requirement (a):

- A description of **firm's network and organisational structure**, including a statement of the **average annual manpower** and the **number of managerial staff** in the last three years;
- A description of the **firm's premises and facilities**, including a description of the technical equipment and material to be used to perform the tasks indicated in the terms of reference.

For requirement (b):

- A detailed account of the **main current activities** of the company;
- A description of **three major events** organised by the tenderer (preferably in different European countries) within the last three years, indicating the precise type of work carried out, the date, the human and financial resources used, the value of the contract, and the client (public or private). This evidence is to be given by completing the **table in Annex XII – Reference Projects**; adding reference letters if available is also welcome (although not mandatory).

For requirement (c):

- A certificate issued by institutions or official services recognised as competent in quality control and/or verification of compliance with standards applicable, attesting in particular that the tenderer possesses **quality assurance certification** (ISO 9001 or equivalent) for the type of services covered by this Invitation to Tender for this lot.

For requirement (d):

- The fully-detailed **CVs** (using the form in Annex III) **of the staff responsible for EASA (including those of their main sub-contractors)** including any relevant information about educational and professional qualifications (diplomas, prizes, etc.) reflecting their capacity to meet the requirements stated in the terms of reference.

¹³ For the purpose of assessing this requirement, a "major event" shall involve at least 200 delegates, and include services like catering, technical equipment & assistance, registration and participants handling, etc.

3.2.3.3 For Lot 2: Communication Strategy Advice

Requirements

- a) Suitability of the organisation, assets and staffing structure available for the activities covered by the contract (including all consortia members and/or any proposed subcontractors);
- b) Previous experience in provision of services similar to the services covered by the contract through successful development, drafting and managing at least two strategic communication advice projects (such as implementation of communication and media plans) for an international or European public sector organisation during the last three (3) years;
- c) Adequate quality management standards in place (ISO 9001 or equivalent)
- d) At least 2 staff members to be involved in the performance of the contract having the following qualifications:
 - One senior staff member with minimum 10 years of experience in providing strategic communication advice;
 - The second staff member with minimum 5 years of experience in providing strategic communication advice;
 - At least very good communication and drafting skills in English; the staff member acting as project manager responsible for EASA account must have excellent communication and drafting skills in English.

Evidence required

For requirement (a):

- A description of **firm's network and organisational structure**, including a statement of the **average annual manpower** and the **number of managerial staff** in the last three years.

For requirement (b):

- A detailed account of the **current main activities** of the company;
- A **DESCRIPTION of two strategic communication advice projects** carried out within the last three years indicating the precise type of work carried out, the date, the human and financial resources used, the value of the contract, and the client¹⁴ (public or private). This evidence is to be given by completing the **table in Annex XII – Reference Projects**; adding reference letters if available is also welcome (although not mandatory).

For requirement (c):

- A certificate issued by institutions or official services recognised as competent in quality control and/or verification of compliance with standards applicable, attesting in particular that the tenderer possesses **quality assurance certification** (ISO 9001 or equivalent) for the type of services covered by this Invitation to Tender for this lot.

For requirement (d):

- The fully-detailed **CVs** (using the form in Annex III) **of the staff responsible for EASA (including those of their main sub-contractors)** including any relevant information about educational and professional qualifications (diplomas, prizes, etc.) reflecting their capacity to meet the requirements stated in the terms of reference.

¹⁴ If the identity of the client must be kept confidential, the tenderer shall indicate at least the type of organisation (public, private etc.) and its main activities.

3.2.3.4 For Lot 3: Website extensions & Web services

Requirements

- a) Suitability of the organisation, assets/equipment and staffing structure available for the activities covered by the contract (including all consortia members and/or any proposed subcontractors);
- b) Capacity to work in all programming languages as described in 2.2.3.2
- c) Previous experience in provision of services similar to the services covered by the contract through successful organisation and management of at least three web projects¹⁵ (where at least one is multilingual) during the last three (3) years;
- d) Adequate quality management standards in place (ISO 9001 or equivalent)
- e) At least 2 staff members to be involved in the performance of the contract each having the following qualifications:
 - Minimum 5 years of experience in the fields of Website design, development or administration or online campaigns;
 - Knowledge of open source technologies including PHP, MySQL and Javascript frameworks;
 - At least good communication and drafting skills in English; the staff member acting as project manager responsible for EASA account must have excellent communication and drafting skills in English.

Evidence required

For requirement (a):

- A description of **the company and organisational structure**, including a statement of the **average annual manpower** in the last two years;
- A description of the **firm's facilities and in particular of the available software licences**, including a description of the technical equipment to be used to perform the tasks indicated in the terms of reference

For requirement (b):

- A description of the **firm's capacity to work in all programming languages** as described in 2.2.3.2

For requirement (c):

- A detailed portfolio of the **current projects (completed and/or on-going)** of the company;
- A **LIST including URLs of preferably multilingual web projects developed during the last two years** indicating the precise type of work carried out, the date, the human, technical and financial resources used, the value of the contract, and the client (public or private); Screenshots will only be accepted in the cases of non-publicly accessible web projects. This evidence is to be given by completing the **table in Annex XII – Reference Projects**; adding reference letters if available is also welcome (although not mandatory).

For requirement (d):

- A certificate issued by institutions or official services recognised as competent in quality control and/or verification of compliance with standards applicable, attesting in particular

¹⁵ Dynamic Web 2.0 Projects using open source technology (PHP, MySQL and JavaScript frameworks) W3C compliant

that the tenderer possesses **quality assurance certification** (ISO 9001 or equivalent) for the type of services covered by this Invitation to Tender for this lot.

For requirement (e):

- The fully-detailed **CVs** (using the form in Annex III) **of the staff responsible for EASA (including those of their main sub-contractors)** including any relevant information about educational and professional qualifications (diplomas, prizes, etc.) reflecting their capacity to meet the requirements stated in the terms of reference.

3.2.3.5 For Lot 4: Layout and production of promotional material

Requirements

- a) Suitability of the organisation, assets and staffing structure available for the activities covered by the contract (including all consortia members and/or any proposed subcontractors);
- b) Previous experience in provision of services similar to the services covered by the contract through successful organisation and management of at least two projects involving production and delivery of tailor-made promotional material to at least two different clients during the last three (3) years;
- c) Adequate quality management standards in place (ISO 9001 or equivalent)
- d) At least 2 staff members to be involved in the performance of the contract having the following qualifications:
 - Minimum 4 years of experience in the field of Marketing , production of promotional item or similar
 - At least good communication and drafting skills in English; the staff member acting as project manager responsible for EASA account must have excellent communication and drafting skills in English.

Evidence required

For the requirement (a):

- A description of **firm's network and organisational structure**, including a statement of the **average annual manpower** and the **number of managerial staff** in the last three years;
- A description of the **firm's premises and facilities**, including a description of the technical equipment and material to be used to perform the tasks indicated in the terms of reference;

For the requirement (b):

- A detailed account of the **main current activities** of the company;
- A **description and evidence of two "original" give-aways** developed for previous clients individually (e.g. other than pens, mugs, t-shirts, etc.) indicating the precise type of work carried out, the date, the human and financial resources used, the value of the contract, and the client (public or private). This evidence is to be given by completing the **table in Annex XII – Reference Projects**; adding reference letters if available is also welcome (although not mandatory).

For the requirement (c):

- A certificate issued by institutions or official services recognised as competent in quality control and/or verification of compliance with standards applicable, attesting in particular that the tenderer possesses **quality assurance certification** (ISO 9001 or equivalent) for the type of services covered by this Invitation to Tender for this lot;

For the requirement (d):

- The fully-detailed **CVs** (using the form in Annex III) **of the staff responsible for EASA (including those of their main sub-contractors)** including any relevant information about educational and professional qualifications (diplomas, prizes, etc.) reflecting their capacity to meet the requirements stated in the terms of reference.

Nota bene:

An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the Contracting Authority that it will have at its disposal the resources necessary for performance of the contract, at least by producing an undertaking on the part of those entities to place those resources at its disposal in the form of a signed declaration of intent, as provided in Annex XI.

4 Award of the contract

Only the tenders meeting the requirements of the exclusion and selection criteria will be evaluated in terms of quality and (potentially) price.

The contract shall be awarded to the tenderer(s) submitting the admissible tender offering the best-value-for-money (best quality-price ratio).

4.1 Technical evaluation

The quality of technical offers reaching this stage will be evaluated in accordance with the award criteria and the associated weighting as detailed in the evaluation grid below.

For lots 1, 2 and 3

No	CRITERIA	MAX SCORE	AWARDED SCORE
1	<p>Rationale</p> <ul style="list-style-type: none"> • Understanding of Agency's needs and the specific nature of the requested services • Relevance of the assessment of key issues pertaining to the contract performance • Risks involved and proposed mitigation measures 	20	-
2	<p>Organisation & Methodology</p> <ul style="list-style-type: none"> • Proposed approach to the delivery of requested services • Project management • Meeting deadlines • Quality control • Customer service methodology • Flexibility • Environmental measures (only for lot 1) 	30	
3	<p>Quality and Impact of Simulations (see Annex XIII)</p> <ul style="list-style-type: none"> • Proposed timeframes • Task approach • Applied methodology • Creativity & Originality • Effectiveness 	50	.

	<ul style="list-style-type: none"> • Quality of Deliverables/Samples • Clarity and completeness of the simulation 		
	TOTAL	100	

Only for lot 4

No	CRITERIA	MAX SCORE	AWARDED SCORE
1	<p>Rationale</p> <ul style="list-style-type: none"> • Understanding of Agency’s needs and specific nature of the requested services • Relevance of the assessment of key issues pertaining to the contract performance • Risks involved and proposed mitigation measures 	10	
2	<p>Organisation & Methodology</p> <ul style="list-style-type: none"> • Proposed approach to the delivery of requested supplies/products and associated services • Project management • Meeting deadlines • Quality control • Customer service methodology • Flexibility (e.g. capacity to adapt to changes, order cancellation/modification, cancellation policy and penalties, returns policy, etc) • Environmental measures 	30	
3	<p>Quality and Impact of Simulations (see Annex XIII)</p> <ul style="list-style-type: none"> • Proposed timeframes • Task approach & effectiveness • Applied methodology • Creativity & Originality • Quality of Samples • Clarity and completeness of the 	40	

	simulation		
4	<p>Range of services/products offered (as detailed in catalogue)</p> <ul style="list-style-type: none"> • Number and variety of services/products in catalogue • Originality and usefulness of services/products in the catalogue relevant for the purpose of the contract 	20	
	TOTAL	100	

4.2 Technical proposal

The assessment of the technical quality will be based on the ability of the tenderer to meet the purpose of the contract as described in the terms of reference. To this end, the technical proposal shall contain all information necessary to allow evaluation of the tenders according to the award criteria mentioned above, including in particular:

I. RATIONALE:

- General description of contract rationale, including any comments on the terms of reference of importance for the successful execution of the contract, thus demonstrating the degree of understanding of the contract by the tenderer, particularly on the context and the communication activities of the Agency as well as its related intentions and needs;
- An opinion on the key issues related to the achievement of the contract objectives and expected results.
- An explanation of the risks and assumptions affecting the execution of the contract and of the possible mitigations.

II. ORGANISATION & METHODOLOGY:

- A description of the proposed approach to the Contract so that the services outlined in the terms of reference are carried out as efficiently as possible in terms of cost, speed and quality;
- A detailed description of the proposed team organisation, detailing the role of each team member and how the contract implementation will be managed in general. With regard to day-to-day contract management tenderers must show how they will be able to work closely and effectively with the responsible services of the Agency;
- In the case of a tender being submitted by a consortium, a description of the input from each of the consortium members and the distribution and interaction of tasks and responsibilities between them;

- A description of sub-contracting arrangements foreseen, if any, with a clear indication of the tasks that will be entrusted to a sub-contractor and to what extent (proportion in %) and the quality assurance methods to be used in relation to these tasks. A statement by the tenderer guaranteeing the eligibility of any sub-contractor shall be included as well, in accordance with the provision of section 1.5.
- A description of the customer service methodology used, including quality assurance of completion of services in a timely manner, including:
 - A description of the measures employed to ensure the quality of the deliverables;
 - A description of the measures employed to ensure proper maintenance and support (helpdesk support, average response time(s) to email requests, etc.) to the deliverables;
- Where relevant to the lot applied for, a description of how the company will manage to produce material in all requested languages¹⁶.
- A description of any measures ensuring flexibility in the implementation of the contract, including on how the tenderer handles cancellation of orders, change management, etc.
- A short description of any environmentally friendly measures to be used in performing the contract (e.g. CO2 offsetting, paper recycling, ink policies, packaging etc.).
- A description of how the tenderers will be available to carry out services or deliver supplies at short notice, including attending meetings in Cologne, on request.

III. QUALITY AND IMPACT OF THE SIMULATIONS:

The tenderer shall carefully read the simulation exercises in **Annex XIII** and follow the instructions given to prepare his offer for the respective lots and provide the required samples where appropriate.

A detailed description of the tenderers' concrete approach and methodology with respect to the tasks under the **relevant Simulation** in Annex XIII is expected. The tenderer must provide a clear and detailed description of the planned actions and project management, as well as the relevance and functionality of his approach. The tenderer must demonstrate in the simulation that he understands the scope and responsibilities of the Agency's work and that he can respond effectively to the outlined needs.

The tenderer must also demonstrate the originality and creativity of his approach by providing **the samples** as required in Annex XIII.

The information in the technical proposal must be consistent with the terms of reference and such technical proposal must be signed by the tenderer.

IV. Only for LOT 4 - CATALOGUE

¹⁶ For a list of the official EU languages and the languages of the candidate countries please refer to <http://publications.europa.eu/code/pdf/370000en.htm>.

A catalogue with the entire range of relevant services and products the tenderer can offer, including pricing¹⁷, shall be enclosed in his offer. The Agency reserves the right to order from the catalogue in the future.

Note: Failure to provide samples as requested in Annex XIII will result in no points being allocated for the missing samples.

4.3 Technical quality threshold

For all lots:

Only tenderers scoring **70 points or more** (of a maximum of 100 points) against the technical award criteria will have their financial proposal evaluated.

4.4 Financial evaluation

The financial offers shall be first checked for any arithmetical errors in computation and summation. Errors shall be corrected by the Evaluation Committee as follows: where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will be the price taken into account.

For each lot, the financial evaluation will be made on the basis of the **total weighted price** offered in the model financial offer (Annex II) and the following formula:

$$\text{Financial score for tender X} = 100 * (\text{cheapest price} / \text{price of tender X})$$

4.5 Financial proposal

- The financial proposal shall be presented in the format provided in **Annex II**. The tenderer shall fill out the excel sheets provided in Annex II for the respective lots he wishes to submit his offer for:
 - **LOT 1: Events management – Annex II A**
 - **LOT 2: Communication strategy advice – Annex II B**
 - **LOT 3: Website extensions & web services – Annex II C**
 - **LOT 4: Layout and production of promotional material – Annex II D**
- *IMPORTANT: Every tenderer is required to verify that the results of all automatic formulas applied in the excel table (model financial offer) are correct and ensure that all averages, sub-totals, totals etc. are correct and in line with the price lists provided.**
- All prices must be indicated. The offer shall be deemed invalid if one or several prices are not properly filled in.
- Prices must be quoted in **EURO** and include all expenses necessary to perform the contract incurred by contractor's staff in the performance of the contract which shall be reimbursed in accordance with the relevant provisions of the contract.

¹⁷ In case of discrepancy between a price in the catalogue and the price list in Annex II – Financial Offer for the given item, the latter price will prevail

- Prices shall be fixed and not subject to revision for the first year of performance of the Contract. From the beginning of the second year of performance of the Contract, prices may be subject to revision. The revision shall be done as stipulated in the draft contract (Annex II).
- Prices must be quoted free of all duties, taxes (such as VAT) and other charges, as EASA is exempt from such charges under Articles 3 and 4 of the Protocol on the privileges and immunities of the European Communities.
- Costs incurred in preparing and submitting tenders are borne by the tenderer and shall not be reimbursed.
- The price list in Annex II is not exhaustive. In some exceptional cases, the Agency might ask for services which are not included in the schedule but covered by the subject of the contract and for which the tenderer has to prepare a specific competitive offer.

4.6 Choice of the selected tender

The most economically advantageous tender is established by weighing technical quality against price on a **50 /50** basis.

The consolidated score for each tenderer will be calculated as follows:

$$\text{Consolidated score} = \text{Technical score} * 0,5 + \text{Financial score} * 0,5$$

ANNEX I - DRAFT CONTRACT



EUROPEAN AVIATION SAFETY AGENCY

FRAMEWORK SERVICE CONTRACT

CONTRACT NUMBER - **[complete]**

LOT [NUMBER] [TITLE]

The European Aviation Safety Agency (hereinafter referred to as "the Agency"), which is represented for the purposes of the signature of this contract by *[name in full and function]*,

of the one part,

and

[official name in full]
[official legal form]
[official address in full]

[statutory registration number]
[VAT registration number]

(hereinafter referred to as "the Contractor"), *represented* for the purposes of the signature of this contract by *[name in full and function]*,

[The parties identified above and hereinafter collectively referred to as 'the Contractor' shall be jointly and severally liable vis-à-vis the Agency for the performance of this contract.]

of the other part,

HAVE AGREED

the **Special Conditions** and the **General Conditions** below and the following Annexes:

Annex I – Tender Specifications No [complete]

Annex II – Contractor's Tender of [date]

Annex III – (a) [Specific Contract] *[and]*
(b) [Order Form]

[Other Annexes]

which form an integral part of this contract (hereinafter referred to as “the Contract”).

- The terms set out in the Special Conditions shall take precedence over those in the other parts of the Contract.
- The terms set out in the General Conditions shall take precedence over those in the model order form and model specific contract (Annex III)
- The terms set out in the model order form and model specific contract (Annex III) shall take precedence over those in the other Annexes.
- The terms set out in the Tender Specifications (Annex I) shall take precedence over those in the Tender (Annex II).
- The terms set out in the Contract shall take precedence over those in the order forms and specific contracts.
- The terms set out in the specific contracts shall take precedence over those in the Requests for Services.
- The terms set out in the Requests for Services shall take precedence over those in the specific offers.

Subject to the above, the several instruments forming part of the Contract are to be taken as mutually explanatory. Ambiguities or discrepancies within or between such parts shall be explained or rectified by a written instruction issued by the Agency, subject to the rights of the Contractor under Article I.8, should it dispute any such instruction.

PREAMBLE

The Contractor has been selected as the [*complete: first, second, or third*] contractor of a multiple framework contract with cascading mechanism as defined in Annex I.

The [*complete: first*] Contractor of the multiple framework contracts for this lot is:
[*complete*]

The [*complete: second*] Contractor of the multiple framework contracts for this lot is:
[*complete*]

The [*complete: third*] Contractor of the multiple framework contracts for this lot is:
[*complete*]

I – SPECIAL CONDITIONS

ARTICLE I.1 - SUBJECT

- I.1.1** The subject of the Contract is [*complete*] and as defined in Annex I.
- I.1.2** Signature of the Contract imposes no obligation on the Agency to purchase. Only implementation of the Contract through order forms and specific contracts is binding on the Agency.
- I.1.3** Once implementation of the Contract has been asked or has commenced, the Contractor shall reply and provide the services in accordance with all terms and conditions of the Contract.
- I.1.4** The Contract does not confer on the Contractor an exclusive right to provide the services or supply the goods described in Annex I to the Agency.

I.1.5 Multiple framework contract in cascade

The Contractor is selected for a multiple framework contract in cascade in [*complete*] position.

ARTICLE I.2 - DURATION

- I.2.1** The Contract shall enter into force on the date on which it is signed by the last contracting party.
- I.2.2** Under no circumstances may implementation commence before the date on which the Contract enters into force. Execution of the tasks may under no circumstances begin before the date on which the specific contract enters into force.
- I.2.3** The Contract is concluded for a period of twelve (12) months with effect from the date on which it enters into force. This contractual period and all other periods specified in the Contract are calculated in calendar days unless otherwise indicated.
- I.2.4** The order forms or specific contracts shall be returned signed before the Contract to which they refer expires.

The Contract shall continue to apply to such order forms and specific contracts after its expiry, but no later than six (6) months.

- I.2.5** The Contract shall be renewed automatically up to three times under the same conditions, unless written notification to the contrary is sent by one of the contracting parties and received by the other three months before expiry of the Contract. Renewal does not imply any modification or deferment of existing obligations.

ARTICLE I.3 – CONTRACT PRICES

- I.3.1** The prices of the services/supplies shall be as listed in Annex II. The price indicated in the specific contract or order form covers any fees payable to the Contractor in relation to the vesting of rights in the Agency and

where applicable the transfer of rights to the Agency and any use of the results by the Agency (or the relevant Agency's assignee) in accordance with Article I.10.

I.3.2 Prices shall be expressed in EUR.

I.3.3 Prices shall be fixed and not subject to revision for implementation during the first year of duration of the Contract.

From the beginning of the second and every following year of the Contract, 80% of each price may be revised upwards or downwards, if such revision is requested by one of the contracting parties by registered letter no later than three months before the anniversary of the date on which it was signed. The Agency shall purchase on the basis of the prices in force on the date on which the order forms or specific contracts are signed. Such prices shall not be subject to revision.

This revision shall be determined by the trend in the harmonised consumer price index MUICP published for the first time by the Publications Office of the European Union in the Eurostat monthly bulletin at <http://www.ec.europa.eu/eurostat/>.

Revision shall be calculated in accordance with the following formula:

$$Pr = Po (0,2 + 0,8 \frac{Ir}{Io})$$

where:

Pr = revised price;

Po = price in the original tender;

Io = index for the month corresponding to the final date for submission of tenders;

Ir = index for the month corresponding to the date of receipt of the letter requesting a revision of prices.

I.3.4. Reimbursement of expenses

In addition to the total price specified in each order form or specific contract, travel, subsistence and shipment and other reimbursable expenses shall be reimbursed in accordance with Article II.7, as provided for by the Tender Specifications up to a maximum amount of EUR determined in each order form or specific contract.

The daily subsistence allowance referred to in Article II.7.4 (d) shall be reimbursed based on the rates published by the European Commission at the actual dates of the mission via the following link:

http://ec.europa.eu/europeaid/work/procedures/implementation/per_diems/index_en.htm

I.3.5 – VOLUME OF THE CONTRACT

The maximum aggregate amount of all the specific contracts and order forms to be signed under the Contract shall be (in figures) EUR (in words EURO) over the total maximum duration of the Contract.

[For Lot 4:

I.3.6 Price list updates

The Contractor must commit itself to updating the prices (catalogue) for supplies and associated services at least once every year, and to providing supplies and their options and extensions at a price whose relationship to the prevailing market price for equivalent items remains constant. In updating such price lists, prices may be reduced at any time, but never increased (other than indexed as per section I.3.3 above).]

ARTICLE I.4 – IMPLEMENTATION OF THE CONTRACT

I.4.1 Multiple framework contract in cascade

Within the maximum response time specified in each order form or a request for services being sent by the Agency to the Contractor, the Agency shall receive the completed order form or a specific offer back confirming provision of the required services, duly signed and dated.

Should the Contractor be unavailable, he shall give reasons for refusal within the same period and the Agency shall be entitled to send the order form or request for services to the next contractor in the cascade. In the event of failure to observe this deadline, the Contractor shall be considered unavailable.

1.4.2 Within five working days of a specific contract / order form being sent by the Agency to the Contractor, the Agency shall receive it back, duly signed and dated. In the event of failure to observe this deadline, the Contractor shall be considered unavailable.

The period allowed for the execution of the tasks shall start to run on the date the Contractor signs the order form or specific contract, unless a different date is indicated on the form or in the specific contract.

I.4.3 Delivery

Any supplies ordered under the Contract shall be delivered DDP (Incoterms 2000)¹⁸ at one of the following locations under the terms and conditions as defined in Annex I:

- Ottoplatz 1, 50679 Cologne, Germany
- Avenue de Cortenbergh, 100, B-1000 Brussels, Belgium
- Any other location requested by the Agency

The Contractor shall notify the Agency of the date of delivery in advance. Deliveries may be made on any working day during normal working hours, at the agreed place of delivery.

ARTICLE I.5 – PAYMENTS

Payments shall be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted. Payment requests may not be made if payments for previous specific contracts have not been executed as a result of default or negligence on the part of the Contractor.

I.5.1 Pre-financing:

¹⁸ Incoterms 2000 of the International Chamber of Commerce (DDP = Delivered Duty Paid: The Contractor has to bear all costs and risks involved in delivering supplies to destination.).

Depending on the nature, volume, duration and context of specific contracts the Agency may decide (at its sole and entire discretion) to apply pre-financing of up to 50% to individual specific contracts. In any event any such pre-financing shall require the prior express written agreement of the Agency (which may be subject to the provision of a bank guarantee) and be duly provided for in the specific contract or order form.

Whenever pre-financing is expressly provided for in the specific contract or order form, following signature of such order form or specific contract by the last contracting party and its receipt by the Agency, within thirty days of receiving the relevant invoice, indicating the reference number of the Contract and of the order form or specific contract to which it refers –and if required in the order form or specific contract the receipt by the Agency of a duly constituted financial guarantee¹⁹–, a pre-financing payment as foreseen in the relevant order form or specific contract shall be made.

[For lots 1, 2 and 3:

I.5.2 Interim Payment:

If an interim payment is expressly provided for in the specific contract / order form, the request for interim payment by the Contractor shall be accompanied by:

- an interim/progress report or any other document as may be required by, and in accordance with the instructions laid down in, the relevant specific contract / order form;
- the breakdown of services/supplies provided in accordance with Annex I and the relevant order form or specific contract (including time sheets for any time/fee-based services);
- any statements of reimbursable expenses in accordance with Article II.7;
- the relevant detailed invoice not exceeding the maximum ceiling for each interim payment defined in the specific contract / order form, indicating the reference number of the Contract and of the order or specific contract to which they refer (duly substantiated as may be required in the specific contract).

If no interim/progress report or other document is required as a condition for payment, payment shall be made within thirty days of the receipt of the invoice.

If an interim/progress report or other document is required in the specific contract, the Agency shall have sixty days from the date of receipt of the relevant invoice²⁰ to make the relevant interim payment. The Contractor shall have ten days in which to submit additional information or corrections, a new progress report or other documents if it is required by the Agency.]

I.5.3 Payment of the Balance:

Within sixty days of completion of the tasks referred to in each order form or specific contract, the Contractor shall submit an invoice, indicating the reference number of the Contract and of the order form or specific contract to which it refers, for payment of the balance.

The request for payment of the balance shall be accompanied by:

¹⁹ This guarantee may be required only for specific contracts or order forms exceeding EUR 60 000 if duly justified based on a risk assessment

²⁰ The invoice will be deemed to have been received by the Agency on the date on which it is registered by the responsible EASA department.

- if required in the specific contract, the final report or any other document in accordance with the instructions laid down in the relevant specific contract;
- the breakdown of services/supplies provided in accordance with Annex I and the relevant order form or specific contract (including time sheets for any time/fee-based services);
- statements of reimbursable expenses in accordance with Article II.7;
- the relevant detailed invoice, indicating the reference number of the Contract and of the order or specific contract to which they refer (duly substantiated as may be required in the specific contract).

If no final report or other document is required as a condition for payment, payment shall be made within thirty days of the receipt of the invoice.

If the final report or other document is required in the specific contract, the Agency shall have sixty days from the date of receipt of the relevant invoice²¹ to pay the balance. The Contractor shall have ten days in which to submit additional information or corrections, a new progress report or other documents if it is required by the contracting authority.

ARTICLE I.6 – BANK ACCOUNT

Payments shall be made to the Contractor’s bank account denominated in euro, identified as follows:

Name of bank: [complete]
 Address of branch in full: [complete]
 Exact designation of account holder: [complete]
 Full account number including codes: [complete]
 IBAN code: [complete]
 SWIFT/BIC code: [complete]

ARTICLE I.7 – GENERAL ADMINISTRATIVE PROVISIONS

Any communication relating to the Contract or to its implementation shall be made in writing in paper or electronic form and shall bear the Contract and order or specific contract numbers. Ordinary mail shall be deemed to have been received by the Agency on the date on which it is registered by the department responsible indicated below.

Communications shall be sent to the following addresses:

Agency:

European Aviation Safety Agency
 [Directorate – complete]
 [Department/Section]
 [full name and function]
 Postfach 10 12 53
 D-50452 Köln
 Deutschland

Contractor:

²¹ The invoice will be deemed to have been received by the Agency on the date on which it is registered by the responsible EASA department.

Mr/Mrs/Ms [complete]
[Function]
[Company name]
[Official address in full]

ARTICLE I.8 – APPLICABLE LAW AND SETTLEMENT OF DISPUTES

I.8.1 The Contract shall be governed by European Union law, complemented, where necessary, by the national substantive law of Germany.

I.8.2 Any dispute between the parties resulting from the interpretation or application of the Contract which cannot be settled amicably shall be brought before the courts of Cologne.

ARTICLE I.9 – DATA PROTECTION

Any personal data included in the Contract shall 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. Such data shall be processed solely for the purposes of the performance, management and monitoring of the Contract by the Agency acting as data controller without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in application of European Union law. The Contractor shall have the right of access to his/her personal data and the right to rectify any such data. Should the Contractor have any queries concerning the processing of his/her personal data, s/he shall address them to the Agency. The Contractor shall have right of recourse at any time to the European Data Protection Supervisor.

Where the Contract requires the processing of personal data, the Contractor may act only under the supervision of the data controller, in particular with regard to the purposes of the processing, the categories of data which may be processed, the recipients of the data, and the means by which the data subject may exercise his/her rights.

The data shall be confidential within the meaning of Regulation (EC) No 45/2001 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data by Community institutions and bodies and on the free movement of such data. The Contractor shall limit access to the data to the staff strictly necessary for the performance, management and monitoring of the Contract.

The Contractor undertakes to adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature of the personal data concerned in order to:

- a) prevent any unauthorised person from having access to computer systems processing personal data, and especially:
 - i) unauthorised reading, copying, alteration or removal of storage media;
 - ii) unauthorised data input as well as any unauthorised disclosure, alteration or erasure of stored personal data;
 - iii) unauthorised persons from using data-processing systems by means of data transmission facilities;
- b) ensure that authorised users of a data-processing system can access only the personal data to which their access right refers;
- c) record which personal data have been communicated, when and to whom;
- d) ensure that personal data being processed on behalf of third parties can be processed only in the manner prescribed by the contracting institution or body;

- e) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorisation;
- f) design its organisational structure in such a way that it meets data protection requirements.

ARTICLE I.10 - OWNERSHIP OF THE RESULTS - INTELLECTUAL AND INDUSTRIAL PROPERTY

Ownership of all copyright and other intellectual or industrial property rights, including any documentation, data, technical information and know-how, resulting from performance of the Contract, remains vested to the Agency which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation, except where industrial or intellectual property rights already exist prior to the Contract being entered into – in which latter case the Contractor shall (i) ensure that the Agency (or the relevant Agency's assignee) can freely use (in the broadest sense meant above, i.e. including publish, assign, transfer...) any product delivered to it under the Contract without violating/infringing any such rights and without any additional costs/charges and (ii) hold the Agency (or the relevant Agency's assignee) harmless of any claims in connection with such use. All such information shall be held in the strictest confidence and none of it shall be disclosed or copied to third parties without explicit written consent from the Agency.

ARTICLE I.11 – TERMINATION BY EITHER CONTRACTING PARTY

Either contracting party may, of its own volition and without being required to pay compensation, terminate the Contract by serving six (6) months' formal prior notice. Should the Agency terminate the Contract, the Contractor shall only be entitled to payment corresponding to the services ordered and executed before the termination date. Article II.15.4 applies accordingly.

On receipt of the letter terminating the Contract, the Contractor shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce his commitments. He shall draw up the documents required by the Special Conditions for the services rendered up to the date on which termination takes effect, within a period not exceeding sixty days from that date.

ARTICLE I.12 – LIQUIDATED DAMAGES

Article II.16 shall read as follows:

The Agency may impose liquidated damages should the Contractor fail to complete its contractual obligations, also with regard to the required quality level, according to the tender specifications.

Should the Contractor fail to perform his obligations under the Contract or the respective specific contract within the time limits set by the Contract, then, without prejudice to the Contractor's actual or potential liability incurred in relation to the Contract or to the Agency's right to terminate the Contract, the Agency may decide to impose liquidated damages per calendar day of delay according to the following formula:

$$0.6 \times (V/d)$$

V is the price of the relevant specific contract / order form;

d is the duration specified in the relevant order form or specific contract expressed in days.

The Contractor may submit arguments against this decision within thirty days of notification by registered letter with acknowledgement of receipt or equivalent. In the

absence of reaction on his part or of written withdrawal by the Agency within thirty days of the receipt of such arguments, the decision imposing the liquidated damages shall become enforceable. These liquidated damages shall not be imposed where there is provision for interest for late completion. The Agency and the Contractor expressly acknowledge and agree that any sums payable under this Article are in the nature of liquidated damages and not penalties, and represent a reasonable estimate of fair compensation for the losses that may be reasonably anticipated from such failure to perform obligations.

ARTICLE I.13 – TERMINATION OF SPECIFIC CONTRACTS / ORDERS FOR INADEQUATE QUALITY OF WORK

Without prejudice to any other remedies, measures or consequences available to the Agency under this Contract (in particular and without limitation under Articles II.15 ff.) or at law, in the event of rejection on grounds of the insufficient quality or timing of the deliverables after presentation for the second time, the Agency may terminate the specific contract or order by a written notification.

In that event, the Contractor may be required to reimburse any amount which he/she received under the related contract. This, however, shall be without prejudice to any other remedies or consequences available to the Agency under the Contract or at law.

The Agency may choose the next available Contractor for that specific contract to perform the requested tasks, by applying the cascading mechanism as described in Annex I.

The Agency reserves the right to terminate the Contract after having terminated two specific contracts in accordance with this Article. Articles II.15.3 and II.15.4 shall apply accordingly.

ARTICLE I.14 – LIABILITY

Without prejudice to (i) the second sentence of Article II.2.2 and (ii) Article II.2.3, the liability of the Contractor towards the Agency for consequential loss and/or indirect damage shall be limited to three times the total price/total amount of the related Specific Contract(s) / Purchase Order(s), except for wilful misconduct or gross negligence.

II – GENERAL CONDITIONS

ARTICLE II. 1 – PERFORMANCE OF THE CONTRACT

II.1.1 The Contractor shall perform the Contract to the highest professional standards. The Contractor shall have sole responsibility for complying with any legal obligations incumbent on him, notably those resulting from employment, tax and social legislation.

II.1.2 The Contractor shall have sole responsibility for taking the necessary steps to obtain any permit or licence required for performance of the Contract under the laws and regulations in force at the place where the tasks assigned to him are to be executed.

II.1.3 Without prejudice to Article II.3 any reference made to the Contractor's staff in the Contract shall relate exclusively to individuals involved in the performance of the Contract.

II.1.4 The Contractor must ensure that any staff performing the Contract have the professional qualifications and experience required for the execution of the tasks assigned to him.

II.1.5 The Contractor shall neither represent the Agency nor behave in any way that would give such an impression. The Contractor shall inform third parties that he does not belong to the European public service.

II.1.6 The Contractor shall have sole responsibility for the staff who execute the tasks assigned to him.

The Contractor shall make provision for the following employment or service relationships with his staff:

- staff executing the tasks assigned to the Contractor may not be given orders direct by the Agency;
- the Agency may not under any circumstances be considered to be the staff's employer and the said staff shall undertake not to invoke in respect of the Agency any right arising from the contractual relationship between the Agency and the Contractor.

II.1.7 In the event of disruption resulting from the action of a member of the Contractor's staff working on Agency premises or in the event of the expertise of a member of the Contractor's staff failing to correspond to the profile required by the Contract, the Contractor shall replace him without delay. The Agency shall have the right to request the replacement of any such member of staff, stating its reasons for so doing. Replacement staff must have the necessary qualifications and be capable of performing the Contract under the same contractual conditions. The Contractor shall be responsible for any delay in the execution of the tasks assigned to him resulting from the replacement of staff in accordance with this Article.

II.1.8 Should any unforeseen event, action or omission directly or indirectly hamper execution of the tasks, either partially or totally, the Contractor shall immediately and on his own initiative record it and report it to the Agency. The report shall include a description of the problem and an indication of the date

on which it started and of the remedial action taken by the Contractor to ensure full compliance with his obligations under the Contract. In such event the Contractor shall give priority to solving the problem rather than determining liability.

II.1.9 Should the Contractor fail to perform his obligations under the Contract in accordance with the provisions laid down therein, the Agency may - without prejudice to its right to terminate the Contract - reduce or recover payments in proportion to the scale of the failure. In addition, the Agency may impose penalties or liquidated damages provided for in Article II.16.

ARTICLE II. 1a – PROVISION OF SUPPLIES

Whenever the Agency wishes products to be supplied pursuant to the Contract, it shall send an order form to the Contractor, in duplicate, specifying the terms of supply of the products, such as quantity, designation, quality, price, place of delivery and time allowed for delivery, in accordance with the conditions laid down in the Contract.

Within the period indicated in Article I.4, the Contractor shall return one original of the order form, duly signed and dated, thereby acknowledging receipt of the order form and acceptance of the terms.

II.1a.1 Delivery

a) Time allowed for delivery

The time allowed for delivery shall be calculated in accordance with Article I.4.

b) Date, time and place of delivery

The Agency shall be notified in writing of the exact date of delivery within the period indicated in Article I.4. All deliveries shall be made at the agreed place of delivery during the hours indicated in Article I.4.

The Contractor shall bear all costs and risks involved in delivering the supplies to the place of delivery.

c) Consignment note

Each delivery shall be accompanied by a consignment note in duplicate, duly signed and dated by the Contractor or his carrier, giving the order form number and particulars of the supplies delivered. One copy of the consignment note shall be countersigned by the Agency and returned to the Contractor or to his carrier.

II.1a.2 Certificate of conformity

Signing of the consignment note by the Agency, as provided for in subparagraph II.1.1.c) above, is simply an acknowledgment of the fact that the supplies have been delivered and in no way implies conformity of the supplies with the order form.

Conformity of the supplies delivered shall be evidenced by the signing of a certificate to this effect by the Agency no later than one month after the date of delivery, unless provision is made for a different period in the Special Conditions or in Annex I.

Conformity shall be declared only where the conditions laid down in the Contract and in the Order are satisfied and the supplies conform to Annex I.

Where, for reasons attributable to the Contractor, the Agency is unable to accept the supplies, the Contractor shall be notified in writing at the latest by the deadline for conformity.

II.1a.3 Conformity of the supplies delivered with the Contract

a) The supplies delivered by the Contractor to the Agency must be in conformity in quantity, quality, price and packaging with the Contract and the relevant order form.

b) The supplies delivered must:

- correspond to the description given in Annex I and possess the characteristics of the supplies supplied by the Contractor to the Agency as a sample or model;
- be fit for any specific purpose required of them by the Agency and made known to the Contractor at the time of conclusion of the Contract and accepted by the Contractor;
- be fit for the purposes for which supplies of the same type are normally used;
- demonstrate the quality and performance which are normal in supplies of the same type and which the Agency can reasonably expect, given the nature of the supplies and taking into account any public statements on the specific characteristics of the supplies made by the Contractor, the producer or his representative, particularly in advertising or on labelling;
- be packaged according to the usual method for supplies of the same type or, failing this, in a way designed to preserve and protect them.

II.1a.4 Remedy

a) The Contractor shall be liable to the Agency for any lack of conformity which exists at the time the supplies are verified.

b) In case of lack of conformity, without prejudice to Article II.4 regarding liquidated damages applicable to the total price of the supplies concerned, the Agency shall be entitled:

- either to have the supplies brought into conformity, free of charge, by repair or replacement;
- or to have an appropriate reduction made in the price.

c) Any repair or replacement shall be completed within a reasonable time and without any significant inconvenience to the Agency, taking account of the nature of the supplies and the purpose for which they are required by the Agency.

d) The term 'free of charge' in paragraph b) refers to the costs incurred to bring the supplies into conformity, particularly the cost of postage, labour and materials.

II.1a.5 Assembly

If required by Annex I, the Contractor shall assemble the supplies delivered within a period of one month unless otherwise specified in the Special Conditions, in Annex 1 or in the relevant specific contract / order form.

Any lack of conformity resulting from incorrect installation of the supplies delivered shall be deemed to be equivalent to lack of conformity of the supplies if installation forms part of the Contract and the supplies were installed by the Contractor or under his responsibility. This shall apply equally if the product was to be installed by the Agency and was incorrectly installed owing to a shortcoming in the installation instructions.

II.1a.6 Services provided to supplies

If required by Annex I, services to supplies shall be provided accordingly.

II.1a.7 General provisions concerning supplies

a) Packaging

The supplies shall be packaged in strong boxes or crates or in any other way that ensures that the contents remain intact and prevents damage or deterioration. Packaging, pallets, etc., including contents, shall not weigh more than 200 kg, unless otherwise defined in the relevant specific contract / order form or instructed by the Agency.

Unless otherwise specified in the Special Conditions or in Annex I, pallets shall be considered as one-way packaging and shall not be returned. Each box shall be clearly labelled with the following information:

- European Aviation Safety Agency and address for delivery;
- name of Contractor;
- description of contents;
- date of delivery;
- number and date of Order Form;
- EC code number of article.

b) Guarantee

The supplies shall be guaranteed against all defects in manufacture or materials for two years from the date of delivery, unless provision is made for a longer period in Annex I.

The Contractor shall guarantee that any permits and licences required for manufacturing and selling the supplies have been obtained.

The Contractor shall replace at his own expense, within a reasonable time limit to be determined by agreement between the parties, any items which become damaged or defective in the course of normal use during the guarantee period.

The Contractor is responsible for any conformity defect which exists at the time of delivery, even if this defect does not appear until a later date.

The Contractor is also responsible for any conformity defect which occurs after delivery and is ascribable to non-compliance with his obligations, including failure to provide a guarantee that, for a certain period, supplies used for the purposes for which they are normally used or for a specific purpose will preserve their qualities or characteristics as specified.

If part of an item is replaced, the replacement part shall be guaranteed under the same terms and conditions for a further period of the same duration as that specified above.

If a defect is found to originate in a systematic flaw in design, the Contractor must replace or modify all identical parts incorporated in the other supplies that are part of the Order, even though they may not have been the cause of any incident. In this case, the guarantee period shall be extended as stated above.

ARTICLE II. 2 – LIABILITY

II.2.1 The Agency shall not be liable for damage sustained by the Contractor in performance of the Contract except in the event of wilful misconduct or gross negligence on the part of the Agency.

- II.2.2** The Contractor shall be liable for any loss or damage caused by himself in performance of the Contract, including in the event of subcontracting under Article II.13. The Agency shall not be liable for any act or default on the part of the Contractor in performance of the Contract.
- II.2.3** The Contractor shall provide compensation in the event of any action, claim or proceeding brought against the Agency by a third party as a result of damage caused by the Contractor in performance of the Contract.
- II.2.4** In the event of any action brought by a third party against the Agency in connection with performance of the Contract, the Contractor shall assist the Agency. Expenditure incurred by the Contractor to this end may be borne by the Agency.
- II.2.5** The Contractor shall take out insurance against risks and damage relating to performance of the Contract if required by the relevant applicable legislation. He shall take out supplementary insurance as reasonably required by standard practice in the industry. A copy of all the relevant insurance contracts shall be sent to the Agency should it so request.

ARTICLE II. 3 - CONFLICT OF INTERESTS

- II.3.1** The Contractor shall take all necessary measures to prevent any situation that could compromise the impartial and objective performance of the Contract. Such conflict of interests 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. Any situation constituting or likely to lead to a conflict of interests during performance of the Contract must be notified to the Agency in writing without delay. The Contractor shall immediately take all necessary steps to rectify the situation.

The Agency reserves the right to verify that such measures are adequate and may require additional measures to be taken, if necessary, within a time limit which it shall set. The Contractor shall ensure that his staff, board and directors are not placed in a situation which could give rise to conflict of interests. Without prejudice to Article II.1 the Contractor shall replace, immediately and without compensation from the Agency, any member of his staff exposed to such a situation.

- II.3.2** The Contractor shall abstain from any contact likely to compromise his independence.
- II.3.3** The Contractor declares:
- that he has not made and will not make any offer of any type whatsoever from which an advantage can be derived under the Contract,
 - that he has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to performance of the Contract.

II.3.4 The Contractor shall pass on all the relevant obligations in writing to his staff, board, and directors as well as to third parties involved in performance of the Contract. A copy of the instructions given and the undertakings made in this respect shall be sent to the Agency should it so request. The Contractor shall also pass on all the relevant obligations in writing to third parties involved in the performance of the Contract including subcontractors.

ARTICLE II. 4 – INVOICING AND PAYMENTS

II.4.1 Pre-financing:

Where required by Article I.5.1, the Contractor shall provide a financial guarantee in the form of a bank guarantee or equivalent supplied by a bank or an authorised financial institution (guarantor) equal to the amount of pre-financing indicated in the specific contract or order form. At the request of the Contractor and agreement by the Agency, such guarantee may be replaced by a joint and several guarantee by a third party.

The guarantor shall pay to the Agency at its request an amount corresponding to payments made by it to the Contractor which have not yet been covered by equivalent work on his part.

The guarantor shall stand as first-call guarantor and shall not require the Agency to have recourse against the principal debtor (the Contractor).

The guarantee shall specify that it enters into force at the latest on the date on which the Contractor receives the pre-financing and that it remains in force until final acceptance. The Contracting Authority shall release the guarantee within a month following the date of final acceptance. The Agency shall release the guarantor from its obligations as soon as the Contractor has demonstrated that any pre-financing has been covered by equivalent work. The guarantee shall be retained until the pre-financing has been deducted from interim payments or payment of the balance to the Contractor and, in case the latter takes the form of a debit note, three months after the debit note is notified to the Contractor. It shall be released the following month. The cost of providing such guarantee shall be borne by the Contractor.

II.4.2 Interim payment:

Where an interim payment has been specifically foreseen by the Agency (which is a strict condition for any interim payment), at the end of each of the periods indicated in Annex I or in the relevant specific contract / purchase order the Contractor shall submit to the Agency a formal request for payment accompanied by those of the following documents which are provided for in the Special Conditions:

- an interim technical report in accordance with the instructions laid down in Annex I;
- the breakdown of services/supplies provided in accordance with Annex I and the relevant order form or specific contract (including time sheets for any time/fee-based services);
- the relevant invoices indicating the reference number of the Contract to which they refer;
- statements of reimbursable expenses in accordance with Article II.7.

Upon receipt, the Contracting Authority shall pay the amount due as interim payment, within the periods specified in Article I.5, provided the invoice and documents have been approved and without prejudice to Article II.5.2. Approval of the invoice and documents shall not imply recognition of the regularity or authenticity, completeness and/or correctness of the declarations and information they contain.

If the report is a condition for payment, on receipt the Agency shall within the period of time indicated in the Special Conditions:

- approve it, with or without comments or reservations, or suspend such period and request additional information; or
- reject it and request a new report.

If the Agency does not react within this period, the report shall be deemed to have been approved.

Where the Agency requests a new report because the one previously submitted has been rejected, this shall be submitted within the period of time indicated in the Special Conditions. The new report shall likewise be subject to the above provisions.

II.4.3 Payment of the balance:

Within sixty days of completion of the tasks referred to in each order or specific contract, the Contractor shall submit to the Agency a formal request for payment accompanied by those of the following documents, which are provided for in the Special Conditions:

- a final technical report in accordance with the instructions laid down in Annex I;
- the breakdown of services/supplies provided in accordance with Annex I and the relevant order form or specific contract (including time sheets for any time/fee-based services);
- the relevant invoices indicating the reference number of the Contract and of the order or specific contract to which they refer;
- statements of reimbursable expenses in accordance with Article II.7.

Upon receipt, the Contracting Authority shall pay the amount due as final payment, within the periods specified in Article I.5, provided the invoice and documents have been approved and without prejudice to Article II.5.2. Approval of the invoice and documents shall not imply recognition of the regularity or of the authenticity, completeness and correctness of the declarations and information they contain.

If the report is a condition for payment, on receipt the Agency shall within the time indicated in the Special Conditions:

- approve it, with or without comments or reservations, or suspend such period and request additional information; or
- reject it and request a new report.

If the Agency does not react within this period, the report shall be deemed to have been approved.

Where the Agency requests a new report because the one previously submitted has been rejected, this shall be submitted within the period of time indicated in

the Special Conditions. The new report shall likewise be subject to the above provisions.

Payment of the balance may take the form of recovery.

ARTICLE II. 5 – GENERAL PROVISIONS CONCERNING PAYMENTS

II.5.1 Payments shall be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the related invoice is submitted. Payments shall be deemed to have been made on the date on which the Agency's account is debited.

II.5.2 The payment periods referred to in Article I.5 may be suspended by the Agency at any time if it informs the Contractor that his payment request is not admissible, either because it does not comply with the provisions of the FWC, the amount is not due or because the necessary supporting documents have not been properly produced. In case of doubt on the eligibility of the expenditure indicated in the payment request, the Agency may suspend the time limit for payment for the purpose of further verification, including an on-the-spot check, in order to ascertain, prior to payment, that the expenditure is eligible.

The Agency shall notify the Contractor accordingly and set out the reasons for the suspension by registered letter with acknowledgment of receipt or equivalent. Suspension shall take effect from the date of dispatch of the letter. The remainder of the period referred to in Article I.5 shall begin to run again once the suspension has been lifted.

Where the payment periods have been suspended following rejection of a document referred to in the first paragraph and the new document produced is also rejected, the contracting authority reserves the right to terminate the order form or specific contract in accordance with Article II.15.1(k).

II.5.3 In the event of late payment the Contractor shall be entitled to interest, provided the calculated interest exceeds EUR 200. In case interest does not exceed EUR 200, the Contractor may claim interest within two months of receiving the payment. Interest shall be calculated at the rate applied by the European Central Bank to its most recent main refinancing operations ("*the reference rate*") plus eight percentage points ("*the margin*"). The reference rate in force on the first day of the month in which the payment is due shall apply. Such interest rate is published in the C series of the Official Journal of the European Union. Interest shall be payable for the period elapsing from the calendar day following expiry of the time limit for payment up to and including the date of actual payment. Suspension of payment by the Agency may not be deemed to constitute late payment.

ARTICLE II. 6 – RECOVERY

II.6.1 If total payments made exceed the amount actually due under the Contract or if recovery is justified in accordance with the terms of the Contract, the Contractor shall reimburse the appropriate amount in euro on receipt of the debit note, in the manner and within the time limits set by the Agency.

II.6.2 In the event of failure to pay by the deadline specified in the request for reimbursement, the sum due shall bear interest at the rate indicated in

Article II.5.3. Interest shall be payable from the calendar day following the due date up to the calendar day on which the debt is repaid in full.

II.6.3 The Agency may, after informing the Contractor, recover amounts established as certain, of a fixed amount and due by offsetting, in cases where the Contractor also has a claim on the European Union that is certain, of a fixed amount and due. The Agency may also claim against the guarantee, where provided for.

ARTICLE II. 7 – REIMBURSEMENTS

II.7.1 Where provided by the Special Conditions or by Annex I, the Agency shall reimburse the expenses that are directly connected with execution of the tasks on production of original supporting documents, including receipts and used tickets.

II.7.2 Travel and subsistence expenses shall be reimbursed, where appropriate, on the basis of the shortest itinerary and the minimum number of nights necessary for overnight stay at the destination.

II.7.3 Travel expenses shall be reimbursed as follows:

- a)** travel by air shall be reimbursed up to the maximum cost of an economy class ticket at the time of the reservation;
- b)** travel by boat or rail shall be reimbursed up to the maximum cost of a first class ticket;
- c)** travel by car shall be reimbursed at the rate of one first class rail ticket for the same journey and on the same day;
- d)** travel outside European Union territory shall be reimbursed under the general conditions stated above provided the Agency has given its prior written agreement.

II.7.4 Subsistence expenses shall be reimbursed on the basis of a daily allowance as follows:

- a)** for journeys of less than 200 km (return trip) no subsistence allowance shall be payable;
- b)** daily subsistence allowance shall be payable only on receipt of a supporting document proving that the person concerned was present at the place of destination;
- c)** daily subsistence allowance shall take the form of a flat-rate payment to cover all subsistence expenses, including accommodation, meals, local transport, insurance and sundries;
- d)** daily subsistence allowance, where applicable, shall be reimbursed at the rate specified in Article I.3.

II.7.5 The cost of shipment of equipment or unaccompanied luggage shall be reimbursed provided the Agency has given prior written authorisation.

ARTICLE II. 8 – OWNERSHIP OF THE RESULTS - INTELLECTUAL AND INDUSTRIAL PROPERTY

Any results or rights thereon, including copyright and other intellectual or industrial property rights, obtained in performance of the Contract, shall be owned solely by the Agency, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation, except where industrial or intellectual property rights exist prior to the Contract being entered into.

ARTICLE II. 9 – CONFIDENTIALITY

- II.9.1.** The Contractor undertakes to treat in the strictest confidence and not make use of or divulge to third parties any information or documents which are linked to performance of the Contract. The Contractor shall continue to be bound by this undertaking after completion of the tasks.
- II.9.2.** The Contractor shall obtain from each member of his staff, board and directors an undertaking that they will respect the confidentiality of any information which is linked, directly or indirectly, to execution of the tasks and that they will not divulge to third parties or use for their own benefit or that of any third party any document or information not available publicly, even after completion of the tasks.

ARTICLE II.10 - USE, DISTRIBUTION AND PUBLICATION OF INFORMATION

- II.10.1** The Contractor shall authorise the Agency to process, use, distribute and publish, for whatever purpose, by whatever means and on whatever medium, any data contained in or relating to the Contract, in particular the identity of the Contractor, the subject matter, the duration, the amount paid and the reports. Where personal data is concerned, Article I.9 shall apply.
- II.10.2** Unless otherwise provided by the Special Conditions, the Agency shall not be required to distribute or publish documents or information supplied in performance of the Contract. If it decides not to distribute or publish the documents or information supplied, the Contractor may not have them distributed or published elsewhere without prior written authorisation from the Agency.
- II.10.3** Any distribution or publication of information relating to the Contract or use of outcome of the implementation of the Contract and provided as such by the Contractor shall require prior written authorisation from the Agency and if so requested, shall mention that it was produced within a contract with the Agency. It shall state that the opinions expressed are those of the Contractor only and do not represent the Agency's official position.
- II.10.4** The use of information obtained by the Contractor in the course of the Contract for purposes other than its performance shall be forbidden, unless the Agency has specifically given prior written authorisation to the contrary.

ARTICLE II. 11 – TAXATION

- II.11.1** The Contractor shall have sole responsibility for compliance with the tax laws which apply to him. Failure to comply shall make the relevant invoices invalid.

- II.11.2** The Contractor recognises that the Agency is, as a rule, exempt from all taxes and duties, including value added tax (VAT), pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities.
- II.11.3** The Contractor shall accordingly complete the necessary formalities with the relevant authorities to ensure that the goods and services required for performance of the Contract are exempt from taxes and duties, including VAT.
- II.11.4** Invoices presented by the Contractor shall indicate his place of taxation for VAT purposes and shall specify separately the amounts not including VAT and the amounts including VAT.

ARTICLE II. 12 – FORCE MAJEURE

- II.12.1** Force majeure shall mean any unforeseeable and exceptional situation or event beyond the control of the contracting parties which prevents either of them from performing any of their obligations under the Contract, was not due to error or negligence on their part or on the part of a subcontractor, and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making it available, labour disputes, strikes or financial problems cannot be invoked as force majeure unless they stem directly from a relevant case of force majeure.
- II.12.2** Without prejudice to the provisions of Article II.1.8, if either contracting party is faced with force majeure, it shall notify the other party without delay by registered letter with acknowledgment of receipt or equivalent, stating the nature, likely duration and foreseeable effects.
- II.12.3** Neither contracting party shall be held in breach of its contractual obligations if it has been prevented from performing them by force majeure. Where the Contractor is unable to perform his contractual obligations owing to force majeure, he shall have the right to remuneration only for tasks actually executed.
- II.12.4** The contracting parties shall take the necessary measures to reduce damage to a minimum.

ARTICLE II. 13 – SUBCONTRACTING

- II.13.1** The Contractor shall not subcontract without prior written authorisation from the Agency nor cause the Contract to be performed in fact by third parties.
- II.13.2** Even where the Agency authorises the Contractor to subcontract to third parties, he shall none the less remain bound by his obligations to the Agency under the Contract and shall bear exclusive liability for proper performance of the Contract.
- II.13.3** The Contractor shall make sure that the subcontract does not affect rights or guarantees to which the Agency is entitled by virtue of the Contract, notably Article II.17.

ARTICLE II. 14 – ASSIGNMENT

II.14.1 The Contractor shall not assign the rights and obligations arising from the Contract, in whole or in part, without prior written authorisation from the Agency.

II.14.2 In the absence of the authorisation referred to in 1 above, or in the event of failure to observe the terms thereof, assignment by the Contractor shall not be enforceable against and shall have no effect on the Agency.

ARTICLE II. 15 – TERMINATION BY THE AGENCY

II.15.1 The Agency may terminate the Contract, a pending order or specific contract in the following circumstances:

- (a) where the Contractor is being wound up, is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) where the Contractor has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which he is established or with those of the country applicable to the Contract or those of the country where the Contract is to be performed;
- (c) where the Agency has evidence or seriously suspects the Contractor or any related entity or person, of professional misconduct;
- (d) where the Agency has evidence or seriously suspects the Contractor or any related entity or person, of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the European Union's financial interests;
- (e) where the Agency has evidence or seriously suspects the Contractor or any related entity or person, of substantial errors, irregularities or fraud in the award procedure or the performance of the Contract;
- (f) where the Contractor is in breach of his obligations under Article II.3;
- (g) where the Contractor was guilty of misrepresentation in supplying the information required by the Agency as a condition of participation in the Contract procedure or failed to supply this information;
- (h) where a change in the Contractor's legal, financial, technical or organisational situation could, in the Agency's opinion, have a significant effect on the performance of the Contract or call into question the decision to award the Contract;
- (i) where delivery of supplies and/or execution of the tasks under a pending order or a specific contract has not actually commenced within fifteen days of the date foreseen, and the new date proposed, if any, is considered unacceptable by the Agency;
- (j) where the Contractor is unable, through his own fault, to obtain any permit or licence required for performance of the Contract;

- (k) if the Contractor does not perform the FWC or an order form or specific contract as established in the tender specifications or request for service or fails to fulfil another substantial contractual obligation; termination of three or more order forms or specific contracts on this ground shall constitute ground for termination of the FWC;

II.15.2 In case of force majeure, notified in accordance with Article II.12, either contracting party may terminate the Contract, where performance thereof cannot be ensured for a period corresponding to at least to one fifth of the period laid down in Article I.2.3 or for a quantity of supplies corresponding to at least one fifth of the quantity of supplies ordered.

II.15.3 Prior to termination under point c), d), e), h) or k), the Contractor shall be given the opportunity to submit his observations.

Termination shall take effect on the date on which a registered letter with acknowledgment of receipt terminating the Contract is received by the Contractor, or on any other date indicated in the letter of termination.

II.15.4 Consequences of termination:

In the event of the Agency terminating the Contract or a pending order or specific contract in accordance with this Article and without prejudice to any other measures provided for in the Contract, the Contractor shall waive any claim for consequential damages, including any loss of anticipated profits for uncompleted service. On receipt of the letter terminating the Contract, the Contractor shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce his commitments. He shall draw up the documents required by the Special Conditions for the tasks executed and/or products supplied up to the date on which termination takes effect, within a period not exceeding sixty days from that date.

The Agency may claim compensation for any damage suffered and recover any sums paid to the Contractor under the Contract.

On termination the Agency may engage any other contractor to execute or complete the services and/or deliver the supplies. The Agency shall be entitled to claim from the Contractor all extra costs incurred in doing so, without prejudice to any other rights or guarantees it has under the Contract.

ARTICLE II.15a – SUBSTANTIAL ERRORS, IRREGULARITIES AND FRAUD ATTRIBUTABLE TO THE CONTRACTOR

Where, after the award of the Contract, the award procedure or the performance of the Contract prove to have been subject to substantial errors, irregularities or fraud, and where such errors, irregularities or fraud are attributable to the Contractor, the Agency may refuse to make payments, may recover amounts already paid or may terminate all the contracts concluded with the Contractor, in proportion to the seriousness of the errors, irregularities or fraud.

ARTICLE II. 16 – LIQUIDATED DAMAGES

Should the Contractor fail to perform his obligations under the Contract within the time limits set by the Contract, then, without prejudice to the Contractor's actual or potential liability incurred in relation to the Contract or to the Agency's right to terminate the

Contract, the Agency may decide to impose liquidated damages of 0.2% of the amount specified in Article I.3.1 per calendar day of delay. The Contractor may submit arguments against this decision within thirty days of notification by registered letter with acknowledgement of receipt or equivalent. In the absence of reaction on his part or of written withdrawal by the Agency within thirty days of the receipt of such arguments, the decision imposing the liquidated damages shall become enforceable. These liquidated damages shall not be imposed where there is provision for interest for late completion. The Agency and the Contractor expressly acknowledge and agree that any sums payable under this Article are in the nature of liquidated damages and not penalties, and represent a reasonable estimate of fair compensation for the losses that may be reasonably anticipated from such failure to perform obligations.

ARTICLE II. 17 – CHECKS AND AUDITS

II.17.1 Pursuant to Article 142 of the Financial Regulation applicable to the general budget of the European Communities, the Court of Auditors shall be empowered to audit the documents held by the natural or legal persons receiving payments from the budget of the European Union from signature of the Contract up to five years after payment of the balance of the last order.

II.17.2 The Agency or an outside body of its choice shall have the same rights as the Court of Auditors for the purpose of checks and audits limited to compliance with contractual obligations from signature of the Contract up to five years after payment of the balance of the last order.

II.17.3 In addition, the European Anti Fraud Office may carry out on-the-spot checks and inspections in accordance with Council Regulation (Euratom, EC) No 2185/96 and Parliament and Council Regulation (EC) No 1073/1999 from signature of the Contract up to five years after payment of the balance of the last order.

ARTICLE II. 18 – AMENDMENTS

Any amendment to the Contract shall be the subject of a written agreement concluded by the contracting parties. An oral agreement shall not be binding on the contracting parties. An order or specific contract may not be deemed to constitute an amendment to the Contract.

ARTICLE II. 19 – SUSPENSION OF THE CONTRACT

Without prejudice to the Agency's right to terminate the Contract, the Agency may at any time and for any reason suspend execution of the Contract, pending order forms or specific contracts or any part thereof. Suspension shall take effect on the day the Contractor receives notification by registered letter with acknowledgment of receipt or equivalent, or at a later date where the notification so provides. The Agency may at any time following suspension give notice to the Contractor to resume the work suspended. The Contractor shall not be entitled to claim compensation on account of suspension of the Contract, of the order forms or specific contracts, or of part thereof.

SIGNATURES

For the Contractor,
[Company
name/forename/surname/function]

For the Agency,
[forename/surname/function]

signature[s]:

signature[s]:

Done at _____, [date]

Done at Cologne, [date]

In triplicate in English.

ANNEX I to the Framework Contract

Tender Specifications No EASA.2012.OP.16

Title: Communication Services for the European Aviation Safety Agency

ANNEX II to the Framework Contract

Contractor's Tender of [date]

ANNEX III.a to the Framework Contract

SPECIFIC CONTRACT No SC0XX

Implementing Framework Contract No EASA.20XX.FC.XX

The European Aviation Safety Agency (hereinafter referred to as "the Agency"), which is represented for the purposes of the signature of this contract by [*name in full and function*],

of the one part,

and

[official name in full]

[*official legal form*]

[official address in full]

[*VAT registration number*]

(hereinafter referred to as "the Contractor"), represented for the purposes of the signature of this contract by [*name in full and function*],

[The parties identified above and hereinafter collectively referred to as 'the Contractor' shall be jointly and severally liable vis-à-vis the Agency for the performance of this contract.]

of the other part,

HAVE AGREED

ARTICLE I.1: SUBJECT

- I.1.1** This specific contract implements Framework Contract No [complete] signed by the Agency and the Contractor on [complete date] [*and renewed on complete date*].
- I.1.2** The subject of this specific contract is [short description of subject]. [This specific contract relates to lot [complete] of the Framework Contract.]
- I.1.3** The Contractor undertakes, on the terms set out in the Framework Contract and in this specific contract and the annex[es] thereto, which form an integral part thereof, to perform the following tasks [:] [*specified in Annex [complete]*].

ARTICLE I.2: DURATION

- I.2.1** This specific contract shall enter into force [*on the date on which it is signed by the last contracting party*] [*on [complete] if it has already been signed by both contracting parties*]].
- I.2.2** The duration of the execution of the tasks shall not exceed [*days/months*]. This period and all other periods specified in the specific contract are calculated in calendar days. Execution of the tasks shall start from [*date of entry into force of this specific contract*]

or [indicate date]. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

ARTICLE I.3: PRICE

I.3.1 The total amount to be paid by the Agency under this specific contract shall be EUR [amount in figures and in words] covering all tasks executed.

This price also covers any fees payable to the Contractor in relation to the vesting of rights in the Agency and where applicable the transfer of rights to the Agency and any use of the results by the Agency (or the relevant Agency's assignee) in accordance with Article I.10 of the Framework Contract.

I.3.2 In addition to the price [*no reimbursable costs are foreseen*][*expenses up to an amount of EUR ... will be reimbursed according to the provisions of the Framework contract*]

ARTICLE I.4 – PAYMENTS

I.4.1 Pre-financing:

[Option 1:
Not applicable]

[Option 2:
Following signature of the specific contract by the last contracting party, within 30 (thirty) days of the receipt by the Agency of a request for pre-financing with the corresponding invoice [together with a duly constituted financial guarantee for the entire amount of pre-financing] a pre-financing payment of EUR [complete amount in figures and in words] equal to [complete]% of the total amount referred to in Article I.3.1 shall be made.]

I.4.2 Interim payment[s]:

[Option 1:
Not applicable]

[Option 2:
The request for interim payment by the Contractor shall be admissible if accompanied by:

- the relevant breakdown of services/supplies provided (including time sheets for any time/fee-based services);
- [an interim/progress report or any other document in accordance with the instructions laid down in Annex [A];]
- [any statements of reimbursable expenses with all supporting documents in accordance with Article II.7. of the Framework Contract]
- the relevant detailed invoice not exceeding the maximum ceiling for each interim payment defined in the specific contract, indicating the reference number of the Contract and of the order or specific contract to which they refer (duly substantiated as may be required in the specific contract)

[*If an interim report or any other document is a condition for payment:* The Agency shall have sixty days from the date of receipt of the relevant invoice²² to make the relevant interim payment. The Contractor shall have ten days in which to submit additional information or corrections, a new progress report or other documents if it is required by the Agency.]

²² The invoice will be deemed to have been received by the Agency on the date on which it is registered by the responsible EASA department.

[If no interim/progress report or other document is required as a condition for payment: Payment shall be made within thirty days of the receipt of the relevant invoice.]

I.4.3 Payment of the Balance:

The request for payment of the balance of the Contractor shall be admissible if accompanied by:

- the relevant breakdown of services/supplies provided (including time sheets for any time/fee-based services);
- [the final report or any other document in accordance with the instructions laid down in Annex [A];]
- [statements of reimbursable expenses with all supporting documents in accordance with Article II.7 of the Framework Contract];
- the relevant detailed invoices, indicating the reference number of the framework contract and of the specific contract to which they refer (duly substantiated as may be required in the specific contract).

[If the final report or other document is required as a condition for payment: The Agency shall have sixty days from the date of receipt of the relevant invoice²³ to pay the balance. The Contractor shall have ten days in which to submit additional information or corrections, a new progress report or other documents if it is required by the Agency.]

[If no final report or other document is required as a condition for payment: Within thirty days of the date of receipt of the relevant invoice(s), payment of the balance corresponding to the relevant invoices shall be made.]

ARTICLE I.5: ANNEXE[S]

Annex A – [Request for services]

Annex B – [Contractor’s specific offer]

SIGNATURES

For the Contractor,
[Company
name/forename/surname/function]

For the Agency,
[forename/surname/function]

Signature[s]:

Signature[s]:

Done at _____, [date]

Done at Cologne, [date]

In triplicate in English.

²³ The invoice will be deemed to have been received by the Agency on the date on which it is registered by the responsible EASA department.

ANNEX III.b to the Framework Contract

SPECIFIC CONTRACT (or Order Form) No SC0XX (or OF0XX²⁴)

Governed by the provisions of Framework Contract No EASA.20XX.FC.XX signed on [complete]

European Aviation Safety Agency [Directorate – complete] [Department/Section] [full name and function] Postfach 10 12 53 D-50452 Köln Deutschland	Mr/Mrs/Ms [complete] [Function] [Company name] [Official address in full]	
Pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities, the Agency is exempt from all taxes and dues, including value added tax, on payments due in respect of this order form.		
Description of the services	Quantity	Price
TOTAL PRICE		_____
<i>[Fixed price without reimbursable costs][Reimbursable costs up to a maximum amount of EUR...to be added to the price according to the conditions laid down in the Contract]</i>		
<i>[The duration of the tasks shall not exceed complete].</i> <i>[Execution of the tasks shall start from [the date of Contractor's signature of this order form] [complete date].]</i>	Other details: _____ _____ _____	

Acceptance of this order implies that the Contractor waives all other terms of business or of execution of the services.

For the Contractor,
 [Company name/forename/surname/function]

For the Agency,
 [forename/surname/function]

signature[s]:

signature[s]:

Done at _____, [date]

Done at Cologne, [date]

In triplicate in English.

²⁵ The duly filled in Tender Submission Form should serve as the **front page** of your set of administrative documents (envelope A).

ANNEX II - MODEL FINANCIAL OFFER

Tender Publication Reference: EASA.2012.OP.16

Title of the Contract:

Communication Services for the European Aviation Safety Agency

LOT No.[complete]

NAME OF TENDERER:

Financial offer model for each lot is attached as a separate Excel file

ANNEX III - CURRICULUM VITAE

EUROPEAN CURRICULUM VITAE FORMAT



PERSONAL INFORMATION

Name [SURNAME, other name(s)]
Address [House number, street name, postcode, city, country]
Telephone
Fax
E-mail

Nationality

Date of birth [Day, month, year] [optional to complete]

TOTAL YEARS OF EXPERIENCE [month, year]

WORK EXPERIENCE

- Dates (from – to) [Add separate entries for each relevant post occupied, starting with the most recent.]
- Name and address of employer
- Type of business or sector
- Occupation or position held
- Main activities and responsibilities

EDUCATION AND TRAINING

- Dates (from – to) [Add separate entries for each relevant course you have completed, starting with the most recent.]
- Name and type of organisation providing education and training
- Principal subjects/occupational

skills covered

- Title of qualification awarded
- Level in national classification (if appropriate)

PERSONAL SKILLS AND COMPETENCES

Acquired in the course of life and career but not necessarily covered by formal certificates and diplomas.

MOTHER TONGUE

[Specify mother tongue]

OTHER LANGUAGES

[Specify language]

- Reading skills
- Writing skills
- Verbal skills

[Indicate level: excellent, good, basic.]

[Indicate level: excellent, good, basic.]

[Indicate level: excellent, good, basic.]

SOCIAL SKILLS AND COMPETENCES

Living and working with other people, in multicultural environments, in positions where communication is important and situations where teamwork is essential (for example culture and sports), etc.

[Describe these competences and indicate where they were acquired.]

ORGANISATIONAL SKILLS AND COMPETENCES

Coordination and administration of people, projects and budgets; at work, in voluntary work (for example culture and sports) and at home, etc.

[Describe these competences and indicate where they were acquired.]

TECHNICAL SKILLS AND COMPETENCES

With computers, specific kinds of equipment, machinery, etc.

[Describe these competences and indicate where they were acquired.]

ARTISTIC SKILLS AND COMPETENCES

Music, writing, design, etc.

[Describe these competences and indicate where they were acquired.] [optional to complete]

OTHER SKILLS

[Describe these competences and indicate where they were

AND COMPETENCES <i>Competences mentioned above.</i>	<i>not</i>	acquired.]
DRIVING LICENCE(S)		[optional to complete]
ADDITIONAL INFORMATION		[Include here any other information that may be relevant, for example contact persons, references, etc.]
ANNEXES		[LIST any attached annexes.]

ANNEX IV - DECLARATION ON EXCLUSION CRITERIA

To be completed and signed by the tenderer (by each Consortium member, in case of Consortia)

The undersigned:

Name of the individual/company/organisation:

Legal address:

Registration number/ID Card No.:

VAT number:

Declares on oath that the individual/company/organisation mentioned above is not in any of the situations mentioned below:

- a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) they have been convicted of an offence concerning their professional conduct by a judgement which has the force of *res judicata*;
- c) they have been guilty of grave professional misconduct proven by any means which EASA can justify;
- d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the Contracting Authority or those of the country where the contract is to be performed;
- e) they have been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the European Union's financial interests;
- f) following another procurement procedure or grant award procedure financed by the European Union budget, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.

I, the undersigned, understand that contracts may not be awarded if during the procurement procedure the individual/company/organisation mentioned above:

- is subject to a conflict of interest;
- is guilty of misrepresentation in supplying the information required by the Contracting Authority as a condition of participation in the contract procedure or fail to supply this information;

Full name:

Date & Signature:

ANNEX V - LEGAL ENTITY FORM

To be downloaded, depending on the tenderer's nationality and legal form, from the following website:

http://ec.europa.eu/budget/info_contract/legal_entities_en.htm

Choose between the following:

- *Individual*
- *Private Company*
- *Public Entity*

ANNEX VI - FINANCIAL IDENTIFICATION FORM

*In case of consortia, only **one** Financial Identification Form for the whole consortium shall be submitted, nominating the bank account into which payments are to be made under the contract (usually the account of the consortium leader) in the event that the respective tender is successful.*

ANNEX VII - TENDER SUBMISSION FORM ²⁵

EASA.2012.OP.16

Communication Services for the European Aviation Safety Agency

One signed original of this tender submission form must be supplied, together with **three copies**.

1. SUBMITTED by (i.e. the identity of the Tenderer)

	Name(s) of legal entity or entities submitting this tender	Nationality ²⁶
Leader		
Member 2		
Etc ... ²⁷		

2. CONTACT PERSON for this tender (to act as focal point for all communication which may take place between EASA and the Tenderer)

Name	
Organisation	
Address	
Telephone	
Fax	
e-mail	

²⁶ Country in which the legal entity is registered.

²⁷ Add / delete additional lines for consortium members as appropriate. **Note that a sub-contractor IS NOT considered to be a consortium member.** If this tender is being submitted by an individual legal entity, the name of the legal entity should be entered as "Leader" (and other lines in part 1 should be deleted).

3. LOTS APPLIED for under this call for tender:

Lot No	Lot Title	Tick box of lots applied for
1	Event management	<input type="checkbox"/>
2	Communication strategy advice	<input type="checkbox"/>
3	Website extensions and web services	<input type="checkbox"/>
4	Layout and production of promotional material	<input type="checkbox"/>

4. STATEMENT

I, the undersigned, **being the authorised signatory** of the above Tenderer (including all consortium members, in the case of a consortium), hereby declare that we have examined and accept without reserve or restriction the entire contents of the tender specifications for the tender procedure referred to above. Our tender is made up of the following documents:

ENVELOPE A - ADMINISTRATIVE DATA:	
➤ The signed and dated Exclusion Criteria Declaration(s) by every legal entity (consortium member) identified under point 1 of this tender submission form (<i>the declaration of the Leader must be a signed original but those of other members may be faxed copies</i>)	<input type="checkbox"/>
➤ The duly filled in, signed and dated Legal Entity Form (<i>using the standard template</i>) and the supporting documents requested therein	<input type="checkbox"/>
➤ The duly filled in, stamped, signed and dated Financial Identification Form (<i>using the standard template</i>) to nominate the bank account into which payments would be made in the event that our tender is successful	<input type="checkbox"/>
➤ Statement containing the name and position of the tenderer's authorised representative/signatory using the template in Annex X, supported by appropriate official documentary evidence	<input type="checkbox"/>
➤ The duly filled in, signed and dated Statement of Absence of Conflict of interest	<input type="checkbox"/>
➤ The duly filled in, signed and dated Statement of Acceptance	<input type="checkbox"/>
➤ Documents proving our economic and financial status (section 3.2.2 of the tender specifications)	<input type="checkbox"/>
➤ The duly signed and dated Declaration of Intent (<i>in case of sub-contracting or reliance on other entity's resources</i>)	<input type="checkbox"/>
ENVELOPE B – Documents proving our technical and professional capacity (section 3.2.3 of the tender specifications) and the TECHNICAL PROPOSAL (submitted in a separate sealed envelope FOR EACH LOT)	<input type="checkbox"/>
ENVELOPE C - FINANCIAL PROPOSAL (submitted in a separate sealed envelope FOR EACH LOT)	<input type="checkbox"/>

[If applicable: We undertake to guarantee the eligibility of the sub-contractor(s) for the parts of the services for which we have stated our intention to sub-contract in the Technical Proposal.]

We are fully aware that, in the case of a consortium, the composition of the consortium cannot be modified in the course of the tender procedure except with the prior written authorisation of EASA. We are also aware that the consortium members would have joint and several liability towards EASA concerning participation in both the above procedure and any contract awarded to us as a result of it.

This tender is subject to acceptance within the validity period stipulated in section **1.7** of the Tender Specifications.

Signed on behalf of the Tenderer **by the legally authorised representative:**

Name	
Signature	
Date	

ANNEX VIII - STATEMENT OF ABSENCE OF CONFLICT OF INTEREST

<Letterhead of the Tenderer>

I, the undersigned, **being the authorised signatory** for the above-mentioned company/consortium for the tender EASA.2012.OP.16 – Communication Services for the European Aviation Safety Agency, lot(s) no(s)., hereby solemnly declare that we are not and shall not be in any situation which could give rise to a conflict of interest in what concerns the performance and implementation of the contract. In the event of the contract being awarded to us, we commit ourselves to act with complete impartiality and in good faith in what concerns its performance and outcome.

Date and signature

ANNEX IX - STATEMENT OF ACCEPTANCE ²⁸

<Letterhead of the Tenderer>

[I, the undersigned, acting as **duly authorised signatory** on behalf of [full legal name of the company] [(leading and duly empowered to represent the consortium comprised of [names of partners to the consortium])] for the tender procedure **EASA.2012.OP.16** – Communication Services for the European Aviation Safety Agency]*;

[I, the undersigned, with passport number [XXX] issued in [state of issuance] and registered address at [XXX], acting in my own capacity as a private person, in relation to the tender submitted under tender procedure **EASA.2012.OP.16** – Communication Services for the European Aviation Safety Agency]*;

hereby solemnly declare and confirm [our/my]* unconditional and irrevocable **acceptance of all the terms and conditions** set out in the invitation to tender, in the tender specifications and in the draft contract and, where appropriate, waiver of [the above-mentioned company's/my]* own general or specific terms and conditions. This acceptance shall be fully binding on the tenderer as of submission of the tender and, in case of successful contract award, for the entire duration of the contract.

I am aware that there is no possibility of negotiating the contract and, should the contract be awarded to [us/me]* I hereby undertake to duly sign it with the same terms and conditions and substantially in the form attached to the invitation to tender.

I am also aware and agree that non-acceptance of terms and/or conditions as cited above **may lead to the exclusion of [our/my]* tender** for non-compliance with the tender conditions.

In the event of the contract being awarded to [us/me]*, [we/I]* undertake to submit without delay and certainly by **no later than 15 days following notification of award and prior to the signature of the contract** all the documents requested by the Agency in accordance with the tender specifications, including in particular:

- consortium agreement (in case of a consortium); and
- the following **documentary proofs** expected from the successful tenderer (and in case of a consortium **from each of the partners to the consortium**) to confirm the declaration on exclusion criteria:
 - for points a), b) and e) from the list of exclusion criteria in section 3.1 of the tender specifications a **recent extract from** the judicial record or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of origin or provenance showing that the requirements are satisfied; and
 - for point d) from the list of exclusion criteria in section 3.1 of the tender specifications a **recent certificate issued by** the competent authority of the State concerned; on the understanding that **where** the extract/document or certificate referred to above is not issued in the country concerned, it **may be replaced by** a sworn or, failing that, a solemn statement **made** by the interested party **before** a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

Date and signature

²⁸ Tenderers are reminded that any failure to later comply with their undertakings under this document or any delay caused by them in signing the contract could trigger **penalties** (Article 96 of Council Regulation (EC, Euratom) n° 1605/2002 of 25 June 2002 on the Financial Regulation applicable to the general budget of the European Communities (OJL 248, 16.09.2002, p.1))

* Delete as appropriate.

ANNEX X - STATEMENT OF AUTHORISED SIGNATORY

I, the undersigned [name],[title], being duly empowered to act as representative of [company's full legal name] (as evidenced in [trade register/articles of association/by-laws, or equivalent]*, enclosed), hereby confirm that

- [name],[title], is/are the authorised signatory/ies for [company's full legal name]; [and
- [company's full legal name], is the authorised signatory for the Consortium comprising [leader's name] and [each member company's full legal name] (as evidenced by the enclosed delegations/powers of attorney signed by all consortium members)]*

for the purpose of signing, authorising and submitting any documents related to this tender referenced – **EASA.2012.OP.16 – Communication Services for the European Aviation Safety Agency** (and any contract as may result from this procedure), by the terms of which we hereby agree to be bound through such signature/submission (including in particular the joint liability of all consortium members vis-a-vis the Contracting authority).

[We also undertake to submit consortium agreement in due time prior to signature of the Contract (if awarded to our Consortium)]*

Date and signature

Enclosures: - trade register/ articles of association / by-laws, or equivalent*
- delegations / powers of attorney signed by all consortium members*

*(delete/fill in as appropriate)

ANNEX XI – DECLARATION OF INTENT

<Letterhead of the sub-contractor or other entity on whose resources to rely>

I, the undersigned, being the **authorised signatory** for the above-mentioned entity for the procedure EASA.2012.OP.16 – Communication Services for the European Aviation Safety Agency, [Lot No.....], hereby solemnly declare and confirm our irrevocable undertaking to collaborate with the candidate [*insert full legal name of candidate*] should they win the contract and that all appropriate and necessary resources from our part shall be put at the candidate's disposal for the performance of the contract.

Date and signature

ANNEX XII - REFERENCE PROJECTS

Tender Publication Reference: EASA.2012.OP.16

Title of the Contract: Communication Services for the European Aviation Safety Agency

LOT No. [please indicate]

Please complete the below table in accordance with section 3.2.3 - Technical and professional capacity.

This list of reference projects shall be submitted separately for **each lot applied for** with your offer in envelope B – Technical proposal (see section 1.6.1)

	Project name and client ²⁹	Detailed description of services/supplies provided ³⁰	Project start date	Project end date ³¹	Project conducted in international context (yes/no)	Volume of the services performed/supplies delivered (in man-days and/or deliverables)	Corresponding financial volume of performed services/supplies delivered in €	% of project subcontracted	Language (s) used	Reference letter from the client enclosed in the tender (yes/no)
1.										
2.										
3.										
4.										
5.										
6.										

More rows can be added where necessary

Please note that where projects overlap in scope/content, the same projects may be used in support of several of the above requirements (where appropriate).

Signed by the tenderer's authorised representative
Date and signature

²⁹ In case the name of the client cannot be disclosed, please specify the type of organisation or company

³⁰ Please add additional sheets if necessary

³¹ For on-going projects, the estimated end date

ANNEX XIII – SIMULATIONS

I Introduction

The tenderers are requested to support their technical offer by drafting specific proposals for the below described (indicative / on EASA non-binding) simulations. The purpose is in particular to demonstrate their understanding of the needs and the relevance of proposed solutions in order to appropriately and effectively respond to potential requests of the Agency. For each lot, the simulation proposal shall not exceed 10 DIN A4 pages (samples or proofs where requested are exempted from this rule). The proposed measures have to be calculated following the price grids in Annex II.

The quality and impact of simulations will be evaluated in accordance with the associated criteria set out in section 4.1.

II Description of the simulations

II.1 Lot 1: Organisation of events

The Agency will celebrate its 10th anniversary in 2013. In this context a series of events are planned in and/or around Cologne, Germany. The Agency would like to use the celebration to foster the relationship with its stakeholders and at the same time enhance identification of staff with EASA. The maximum budget encompassing **both** 10th anniversary events described below is in this scenario set to 150.000,00 EUR in total (excluding VAT).

The tenderer is requested to:

- Draw up a comprehensive concept of:
 - A) an Information Day in Cologne under the umbrella of the 10th Anniversary for the general public in order to show what EASA does including inter alia an explanation how EASA's missions, activities and achievements could be introduced or presented to the visitors, where this should be organised, which target groups are expected, general overview of measures to be taken or recommended by the tenderer. Up to 1000 visitors are expected for this event which shall take the form of info day/open house where visitors just come and go.
 - B) the official Anniversary Press conference for around 200 participants including inter alia an explanation where this should be organised, which specific target groups can be identified and should be invited, speakers at the event, general overview of measures to be taken or recommended by the tenderer;
- Calculate prices presented in the form of a fictive invoice for all measures described in the concept on the basis of the unit prices indicated in the Financial Offer in Annex II not exceeding the maximum budget (for both events) of 150.000,00 EUR in total (excluding VAT).

II.2 Lot 2: Communication Advice

The Communications Department produced an organisational communication strategy for the Agency in 2008. Since then, this "Communication Strategy Manual" was increasingly used as guiding material for the Agency's communication planning for different issues and projects.

The tenderer is requested to provide a proposal advising EASA how to further develop its efficiency and effectiveness in strategic communication, focusing on the following points:

- Identify and prepare clearer profiles of the target groups, differentiating their needs and perceptions (especially within the general public) and using user research as a tool;
- Evaluate a wide range of communication products and activities, focusing on the web and social media;
- Advise and identify the most effective tools that EASA could use to pre-test some of its products and activities;
- Advise and identify the most effective tools that EASA could use to evaluate the success of a communication strategy once a project is finished;
- Improve the impact through existing EASA communication networks as well as linking in with new ones;
- Develop a proposal for strategic approach to internal communications.

The tenderer shall shortly explain the use and reason behind of the different communication measures/tools chosen and draw-up a timetable of their implementation.

The tenderer shall also prepare a fictive invoice covering all proposed services under this simulation on the basis of the unit prices indicated in the Financial Offer in Annex II. When drawing-up their simulation, tenderers shall note that the maximum budget for this project scenario is 90.000 EUR in total (excluding VAT).

II.3 Lot 3: Web services

The Agency intends to launch an information campaign on EASA's 10th anniversary targeting the general public. It was decided that an online application in the form of a quiz game is to be created for supporting this campaign. (The content of the quiz in relation to the context of this exercise can be developed based on information available at <http://www.easa.europa.eu>). The maximum budget for this project scenario is 15.000,00 EUR in total (excluding VAT).

The tenderer is requested to develop an online web application using the PHP, Apache, MySQL framework as also variations of these technologies for supporting this campaign. This web application prototype should be made available by the tenderer **in his tender** on a **CD-ROM or any equivalent offline support**.

In developing the web based quiz game prototype the tenderer should take the following into consideration:

- The web based quiz addresses the general public thus it should be highly interactive and entertaining and the use of animation is encouraged.
- Users should be enabled to subscribe and to contact the EASA by completing a form; their data should be gathered for informing them on further information as part of this campaign.
- The tenderer should indicate how the web based quiz game is to be controlled via an administrator's interface.
- The prototype should be accompanied with underlying documentation on its development including an outline of a timeframe and a description of the tasks to be undertaken in developing the application.
- In designing the prototype screens, the use of the Agency logo is the only mandatory requirement, designers are encouraged to be as creative and innovative in their proposals.

The prototype does not need to be a complete operational version of the application but it should give a clear indication of the capabilities and functions of the web based quiz game and of its final appearance.

The tenderer shall also prepare a fictive invoice covering all proposed services under this simulation on the basis of the unit prices indicated in the Financial Offer in Annex II not exceeding the maximum budget of 15.000,00 EUR in total (excluding VAT).

II.4 Lot 4: Promotional material

The Agency will celebrate its 10th anniversary events in 2013. For this occasion, two events will be organised:

- An **internal event** for all EASA Staff including families to celebrate this round anniversary. The tenderer shall propose a suitable gift to the invitees which incorporates the Agency's anniversary logo and relates to aviation. Around 1,000 guests are expected to attend this event. The indicative value of each gift shall be in the range between 3 and 6 EUR;
- A **high-level external event** for stakeholders (National Aviation Authorities, other authorities, the European Commission, industry, media, etc.) will be organised within the anniversary celebrations. The tenderer shall propose a high-level gift to these invitees which incorporates the Agency's anniversary logo and relates to aviation. Around 200 guests are expected to attend this event. The indicative value of each gift shall be in the range between 10 and 25 EUR.

The tenderer is requested to:

- Propose a suitable and innovative promotional good for each of the two events;
- Describe all steps for the production of the goods; Propose a timeline for the production and delivery to Cologne for these items (from date of order to receipt date at EASA);
- Include a drawing (PDF, jpeg, etc) and a sample of the good in the bid.
- Propose an appropriate and cost-effective approach to the delivery of services; for that purpose the tenderer shall provide an indicative breakdown of costs for the simulation including unit price, physical sample, personalisation, technique used (engraving, printing, etc) production and delivery, and any other related costs