

Specifications attached to the Invitation to Tender

EASA.2010.OP.07

WAFCOLT - Water in Aviation Fuel under Cold Temperature
Conditions

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Introduction to EASA

The European Aviation Safety Agency, (hereinafter "EASA" or "the Agency"), 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 level of civil aviation safety in Europe.

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 aircraft, engines and parts;
- Approval of aircraft design organisations world-wide and of production and maintenance organisations outside the EU;
- Authorisation of third-country (non EU) operators;
- Coordination of the European Community programme SAFA (Safety Assessment of Foreign Aircraft) regarding the safety of foreign aircraft using Community 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](#) so as to include essential rulemaking in the fields of air operations and flight crew licensing, and the oversight of third country operators. In the near future, the Agency will also be responsible for safety regulations regarding airports and air traffic management systems.

Based in Cologne, the Agency already employs more than 500 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 web site at <http://www.easa.europa.eu>

1 Overview of this tender

1.1 Description of the contract

The services required by EASA are described in the terms of reference in part 2 of the present tender specifications.

1.2 Timetable

Summary timetable	Date	Comments
Launch date	21.06.2010	
Deadline for request of clarifications from EASA	29.07.2010	17:00h Cologne Local Time
Last date on which clarifications are issued by EASA	30.07.2010	
Deadline for submission of tenders	07.08.2010	Tenders delivered by hand shall be submitted not later than 17:00h Cologne Local Time
Opening session	19.08.2010 ¹	
Completion date for evaluation of tenders	August 2010	Estimate
Signature of contracts	September 2010	Estimate

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 the EU, the EEA, an EASA partner country or any other country covered by the WTO Government Procurement Agreement.

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

¹ 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 days prior to the opening session.

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 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. 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 "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.

Sub-contractors must satisfy the eligibility 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, all sub-contractors must provide the required evidence for the exclusion and selection criteria.

If the identity of the sub-contractor 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-contractor is given, the work will be assumed to be carried out directly by the bidder.

1.6 Presentation of the tenders

The 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 and signed across the seal and carry the following information:

- the reference number of the invitation to tender **No. EASA.2010.OP.07**
- the project title **WAFCOLT Water in Aviation Fuel under Cold Temperature Conditions**
- 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 in **Annex V** as well as the requested **accompanying documents**
- the duly filled in, signed and dated **Financial Identification Form**² using the template in **Annex VI**, including SWIFT/BIC code
- **financial and economic capacity documents** as requested in section 3.2.2
- a statement containing the name and position of the tenderer's **authorised signatory**
- In case of consortia, a **consortium agreement** duly signed and dated by each of the consortium members specifying the company or person heading the project and authorised to submit a tender on

² 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

behalf of the consortium (please see **Section 1.4** of the Tender Specifications)

Envelope B – Technical proposal

One original signed copy and 3 copies of the technical and professional capacity documents as requested in section 3.2.3 (including a duly filled in, signed and dated **statement of absence of conflicts of interests** as found in **Annex VIII**, statement which shall be duly signed and dated by each of the consortium members in case of consortia) **and** of the technical proposal providing all information requested in section 4.2 including information relevant to subcontracting as requested in section 1.5;

Envelope C – Financial proposal

One signed original and 3 copies 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 signed in the same way as the original and marked "**COPY**".
- 1.6.3 Tenders should be drafted in one of the official languages of the European Union, **preferably English**.

It is extremely important 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.

1.7 Period during which the tenders are binding

Period of validity of the 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 may 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 the tenderers

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

1. 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 additional information must be made in writing by **e-mail JOINTLY** at **tenders@easa.europa.eu** and **research@easa.europa.eu** or at the **Fax no.: +49-221.89.99.09.99** and should indicate the reference number and the title of the tender.
- Requests for additional information received after the deadline for request of clarifications from EASA as specified in point 1.2 – Timetable will 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 additional information including that referred to above will be published on EASA's website. Please ensure that you visit regularly the site for updates.

2. 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 not divided into lots. The tenderer must be in a position to be able to provide all the services requested.

1.11 Variants

In the absence of any such indication in the terms of reference your tender should not deviate from the services requested.

1.12 Scope for additional or 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.

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, and;

- 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.

2 Terms of Reference (ToR)

The 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 of the invitation to tender

A recent accident on a 2-engine large commercial aircraft has led the UK Aviation Accident Investigation Branch (AAIB, see reference document [2] in point 2.2.2.) to make recommendations towards airworthiness authorities for further research into aspects related to water/ice in fuel.

As potential origin of the dual engine flame out during final approach the presence of water in fuel was considered, followed by an accumulation of ice in the piping system with subsequent release of ice blocks and resulting in a fuel flow restriction in engine supply. This occurred on both engines almost simultaneously.

Investigation revealed that no abnormal environmental conditions were encountered (unusual low temperature but not out of the flight envelope was observed) and no abnormal water content was noticed on fuel samples.

The identified most probable scenario is that a collection of ice blocks within the aircraft fuel accumulated over time, without preventing the engine to be fed by fuel. Then ice blocks detached, flew downstream into the piping and got accumulated on a fuel/oil heat exchanger front face. The reduction of the flow cross-section created a lower-than-demand fuel flow rate towards the engines that were not able to deliver the required thrust. This would have occurred on both engines within a relatively short period of time. Ice formation in aircraft fuel systems results from the presence of dissolved or undissolved water in the fuel. Dissolved water could become undissolved upon temperature reduction. Undissolved water could be found either in a suspended free water state or settled free water state. Provided it remains dissolved, that is to say as a solution with fuel, water might not represent a significant threat for aircraft operation. On the other hand, suspended and settled free water is of concern because of the possibility to freeze on fuel system surfaces. Among the various recommendations from UK Aviation Accident Investigations Branch (AAIB), the one reproduced below deals with this specific aspect of ice formation in fuel:

Safety Recommendation 2009-031

It is recommended that the Federal Aviation Administration and the European Aviation Safety Agency jointly conduct research into ice formation in aviation turbine fuels.

Both the EASA and the US Federal Aviation Administration (FAA) have agreed a common approach to tackle the AAIB recommendation that is captured in the next section.

2.2 Description of the subject and scope of the research study

2.2.1 General approach

To respond to the safety recommendations of the AAIB investigation, FAA and EASA have agreed an action plan, which encompasses several dedicated research studies relating to the principles of the formation of ice, the role of additive and system-level tests on ice accumulation.

The project addressed by the present ToR covers the literature survey and laboratory testing for the formation and characterisation of ice crystals in aviation jet fuel.

EASA nominated experts will remain in charge of coordinating with the following external organisations involved in the investigation to:

- Facilitate the contractor's access to relevant information available from aviation authorities (in particular the FAA) and Original Equipment Manufacturers (OEM);
- Involve FAA for regular update and progress reviews;
- Ensure the dissemination of the study results and recommendations.

2.2.2 Reference Documents

List of reference documents to be used for the study are:

- [1] Coordinating Research Council (CRC), Handbook of Aviation Fuel Properties, report no 635, available for purchase at <http://www.crcao.com/publications/aviation/index.html>
- [2] UK Air Accidents Investigations Branch (AAIB), Investigation report no 1/2010 EW/C2008/0101, available at: http://www.aaib.gov.uk/sites/aaib/publications/formal_reports/1_2010_g_ymmm.cfm
- [3] American Society for Testing and Material (ASTM), Standard Specification for Aviation Turbine Fuels, D1655, available for purchase at <http://www.astm.org/Standards/D1655.htm>
- [4] FAA, The Effects of Operating Jet Fuels Below the Specification Freeze Point Temperature Limit, DOT/FAA/AR-09/50, available at: <http://www.tc.faa.gov/its/worldpac/techrpt/ar0950.pdf>

2.2.3 Objectives and scope

The study entitled "Water in Aviation Fuel under Cold Temperature Conditions" – WAFCOLT aims at performing an analysis of the formation of ice in aviation jet fuel.

Its main objectives are set as follows:

- Identify and review the existing data/reports (including documents in 2.2.2, which could serve as basis) concerning the presence of water and ice in aviation jet fuel
- Define the series of relevant tests and test procedures in order to:
 - Characterise the formation of ice crystals in jet fuel and the influence of several key parameters including water concentration, fuel temperature range and cooling rate, presence of contaminants such as Fatty Acid Methyl Ester (FAME)

- Characterise the type and related mechanical properties of ice crystals in fuel
- Collect a set of aviation fuel Jet A-1 and A samples representative of the different manufacturing standards existing worldwide
- Perform the retained set of tests and analyse the results to derive recommendations for preventive actions as to ice formation in jet fuel.

The scope of the study covers the identification, review and analysis of existing data on water / ice presence in aviation turbine fuels (Jet A-1 and A) followed by small-scale testing of a set of fuel samples to characterise the formation of ice crystals and their properties in generic environment(s) representative of atmospheric conditions encountered during long-haul flights.

The performance of tests using an engine scale-level fuel supply system or the analysis of the influence of a fuel system icing inhibitor (FSII) product is out of the scope for the study.

The collection of several samples of jet fuel and the laboratory testing shall be performed by the contractor as part of the project. The samples to be collected shall encompass the different manufacturing processes in place, namely US, European, Russian and Chinese standards.

The collected samples shall be analysed using the set of tests for ice characteristics identified earlier, a generic environment representative of heavy icing flight conditions possibly encountered (but within flight envelope) shall be defined for those tests.

2.2.4 Description of the work

The three main tasks to be performed as part of the project are described here below.

Task 1. Literature search/review:

In coordination with at least one major aviation fuel manufacturer, the contractor shall perform a survey of existing data (literature search) available on the presence and formation of ice in aviation fuel.

Such task encompasses the definition of relevant tests, measurements and test procedures to observe the ice formation, to characterise the influence of key parameters such as temperature ranges and cycles applied (rate of cooling), water content, role of contaminants (in particular Fatty Acid Methyl Ester (FAME)), and measure the mechanical properties of ice crystals produced (e.g. size, adherence,...).

The test measurements to be described shall encompass the set of parameters identified from the analysis of the existing literature and data covering the following areas:

- Water content and characterisation of water droplet (size-state);
- Jet fuel freezing levels
- Influence of the contamination by FAME (Fatty Acid Methyl Ester);
- Properties of ice crystals formed:
 - Texture, shape and size of crystals
 - Adhesion to metal
 - Crystal strength
 - Viscosity - stickiness

If necessary it is anticipated that access to US-based OEMs and oil companies for information regarding aviation fuel icing should be facilitated by the EASA / FAA cooperation on this issue.

Task 2. Laboratory testing:

The main task is to perform the tests identified during task 1 in order to characterise the formation and properties of ice crystals taking into account environmental conditions encountered during flight and considering several samples of aviation fuels originating from different providers and representative of the existing manufacturing and test standards available.

The collection of Jet A and A1 fuels shall provide a significant set of samples representative of the different existing manufacturing standards, namely:

- USA / EU standards ASTM D1655 and UK Defence Standard 91-91);
- Russian standard (GOST 10227-86);
- Chinese standard (GB 6537-06).

The environmental conditions covered by the tests shall include heavy icing conditions encountered during long-haul flights (within flight envelope) and significant cold conditions favourable to the formation of ice in fuel.

Existing laboratory analyses of samples from USA domestic landings (Newark Liberty International Airport (EWR), John F. Kennedy International Airport (JFK), etc) provided by the FAA will be submitted by EASA during the project for use to make a cross-comparison of:

- Fleet water concentration survey;
- FAME contamination levels.

Task 3. Analysis and Recommendations:

The analysis of the test results shall be performed in order to produce clear and comprehensive knowledge on the formation of ice in aviation fuel. Such analysis shall:

- cover a comparison over the results obtained for the different jet fuel samples and specifications;
- characterise the risk of ice formation based on the measured water concentrations from the fuel samples by tying together the literature search and the fuel samples analysed and provide conclusions and/or recommendations relating to the prevention of ice formation in fuel.

The EASA intends to organise in or around its premises and involving the relevant Agency's experts a final presentation of the study covering the objectives, the approach, the findings, results and recommendations. The final presentation shall be prepared and delivered by the contractor.

2.3 Volume of the contract

The cost of the study shall not exceed € 200.000,00 (in words: two hundred thousand euro). Any financial proposal exceeding this amount shall be excluded outright.

2.4 Duration of the contract

The maximum duration of the study shall be 10 months.

2.5 Place of execution

All tasks will be expected to be performed at Contractor's premises.

2.6 Deliverables, reporting and project schedule

The deliverables of the project consist of 2 intermediate reports (respectively for task 1 and task 2 described in 2.2.4), the final study report and the final study presentation (task 3 described in 2.2.4).

A complete draft study report shall be delivered to EASA at the latest one month before the end of the period of execution of the contract.

The report shall be submitted following the structure explained in **Annex IX**. EASA will have twenty days to comment on the intermediate and final study reports and the contractor shall have ten days in which to submit additional information or a new report.

In addition to the reports mentioned above the contractor is expected to deliver monthly progress reports containing the following:

- activities provided during this period,
- potential obstacles/risks to be tackled (if any),
- proposed solution how to tackle those obstacles/risks,
- planned activities foreseen until the next progress report.

All deliverables and reports, including progress reports, shall be submitted to the Project Manager identified in the contract.

Proper delivery of intermediate and final study reports shall be a condition for the initiation of corresponding payments by EASA.

A series of project meetings shall be held between EASA and the contractor to monitor the progress of the study and the identified issues. In total 5 project meetings are planned:

- a general project kick-off meeting held at EASA premises within 1 week after contract signature
- 3 progress review meetings of which one may take place at the contractor's premises and/or any or all if agreed between the parties may take the form of teleconferences;
- a final presentation at or in the vicinity of EASA premises.

The schedule of the project is as follows:

Date	Event	Expected task by EASA	Deliverable provided by Contractor
To + 1 week	Kick-off meeting	Presentation of scope of the study and objectives by EASA	Presentation of project plan and test campaign
To + 2m	Progress meeting /telecon 1		
To + 3m	Completion of Task 1 Milestone		First intermediate report
To + 3m20d		EASA comments and/or acceptance of Task 1	
To + 4m			Additional information / revised first intermediate report (if applicable)
To + 5m	Progress meeting /telecon 2		
To + 7m	Completion of Task 2 Milestone		Second intermediate report (including fuel test data)
To + 7m20d		EASA comments and acceptance of Task 2	
To + 8m			Additional information / revised second interim report (if applicable)
To + 8m	Progress meeting /telecon 3		
To + 9m	Delivery of final report (first part of Task 3) Milestone		Final report
To +9m20d	EASA comments and accepts or rejects final report		

Date	Event	Expected task by EASA	Deliverable provided by Contractor
To + 10m			Revised Final report (where applicable)
To + 10m	Final presentation (second part of Task 3) Conclusion of the project		Final presentation

3 Exclusion and selection criteria

3.1 Exclusion criteria

Participation to 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 Communities' financial interests;
- f) following another procurement procedure or grant award procedure financed by the Community 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:

The tenderer 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.

Only 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.

3.2 Selection criteria

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

3.2.1 Legal capacity

Requirement

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

The 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 as well as 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.

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 statement of overall turnover and turnover concerning services/supplies covered by the contract during the last three financial years.
- the turnover concerning the services covered by the contract must not fall below € 100.000,00 (in words one hundred thousand euro) per year in 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.

The Agency reserves the right to request any additional documentary evidence it deems necessary or useful in order to verify a candidate's economic and financial standing.

3.2.3 Technical and professional capacity

Requirement(s)

The tenderer's technical and professional capacity will be evaluated using the following criteria:

- A) Suitability of the organisation and staffing structure available for the activities covered by the contract (at least 2 relevant staff members expected);
- B) Relevant qualifications in the fields of aviation fuel standards, fuel analysis and testing methods and expertise of key personnel allocated to the project: technical experience, knowledge and capability in the area of the study fields as well as the ability to prepare and present clear and concise reports in the English language to international audience;
- C) Involvement in fuel research activities, particularly for the aviation sector;
- D) The tenderer **including all consortium members and any proposed sub-contractors** shall in no way be subject to a conflict of interest concerning the implementation of the contract.

Evidence required

The following documents or information shall be presented as evidence of compliance with the technical and professional capacity criteria:

- A) Details of the structure of the organisation (including the number of staff) and relevant subcontractors;
- B) Professional accreditations or references held by the tenderer and relevant subcontractors; CVs of the key experts to carry out the study (using template in **Annex III**), covering work experience, education and training, organisational and technical skills as well as an excellent level of English, attesting the drafting and presentation skills ;
- C) A list and description of recent activities (in the last 3 years) in the fields of aviation fuel standards and testing methods, aircraft fuels and propulsion systems;
including 2 examples of research projects on subjects related to this tender conducted in an international environment;
- D) Duly filled in, signed and dated statement of absence of conflict of interests using the template in **Annex VIII**. In case of consortia, this statement shall be duly signed and dated by each of the consortium members.

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, for example by producing an undertaking on the part of those entities to place those resources at its disposal.

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 price.

4.1 Technical evaluation

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

No	CRITERIA	Max points	Awarded score
1	<p>Rationale, strategy and method:</p> <ul style="list-style-type: none"> - Understanding of the ToRs and general approach to the project, - Coverage of the required analyses and proposed methods, - Evaluation of the difficulties, limitations and risks as well the proposed mitigations by the tenderer. 	30	
2	<p>Work organisation and planning within the tenderer/consortium:</p> <ul style="list-style-type: none"> -Description of activities and planning of tasks/work packages (sequence, duration), related inputs and outputs, sequence, timing of major milestones in execution of the contract, including in the case of consortium/sub-contracting description of the key contributions from each of the consortium members, sub-contracting arrangements foreseen. 	20	
3	<p>Involvement of key personnel: description of the involvement of the proposed experts (roles and responsibilities) to cover the main project activities.</p>	20	
4	<p>Testing facilities: organisation's assets, specialised tools and test facilities to be dedicated to the tasks under the contract.</p>	30	
	TOTAL	100	

Interviews

The Evaluation Committee will not conduct interviews.

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 the following

information to allow evaluation of the tender submitted according to the technical criteria mentioned above under section 4.1:

- A description of the approach proposed and the proposed methods to be applied; means to be used to meet the objectives of the ToR and assessment of the main issues, limitations, risks of the analyses to be carried out as well as the proposed mitigation measures;
- Work organisation and planning (including major milestones and dates for meetings with EASA to report on progress, as requested in section 2.6 of these tender specifications);
- Description of the involvement of the proposed key experts (roles and responsibilities) to execute the planned activities, in particular to cover the key analyses and investigations of the study;
- Testing facilities and specialised tools to be used for the study.

In addition to the above the tenderer must provide the information concerning sub-contracting as requested in **section 1.5**.

4.3 Financial evaluation

Only tenders 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 proposal

- The financial proposal shall be presented in the format found in **Annex II**.
- Prices must be quoted in **EURO** and include all expenses necessary to perform the contract.
- The price quoted is fixed and shall be subject to **NO revision**.
- Prices must be quoted free of all duties, taxes and other charges (e.g. without VAT) 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.

4.5 Choice of the selected tender

The most economically advantageous tender is established by weighting technical quality against price on a **70/30** basis.

The contract will be awarded to the tenderer scoring the highest final total points.

Calculation formula for technical quality:

Technical score x 70 %

Calculation formula for price:

[(A/B) x 30%]

where

A is the lowest quoted price

B is the price offered by the tenderer in question

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

Consolidated score = Technical score*0,70 + Financial score*0,30

ANNEX I - DRAFT CONTRACT



EUROPEAN AVIATION SAFETY AGENCY

SERVICE CONTRACT

WAFCOLT - Water in Aviation Fuel under Cold Temperature Conditions

CONTRACT NUMBER – [EASA.20XX.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 Patrick Goudou, Executive Director

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*],

of the other part,

HAVE AGREED

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

Annex I – Tender Specifications No EASA.2010.OP.07

Annex II – Contractor's Tender of [date]

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 Annexes. The terms set out in the Tender Specifications (Annex I) shall take precedence over those in the Tender (Annex II).

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.7 should he dispute any such instruction.

I – SPECIAL CONDITIONS

ARTICLE I.1 - SUBJECT

- I.1.1.** The subject of the Contract is the provision of a study on Water in Aviation Fuel under Cold Temperature Conditions – WAFCOLT, which aims at performing an analysis of the formation of ice in aviation jet fuel
- I.1.2.** The Contractor shall execute the tasks assigned to him in accordance with the Tender Specifications annexed to the Contract (Annex I).

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.** Execution of the tasks may under no circumstances begin before the date on which the Contract enters into force.
- I.2.3.** The duration of the tasks shall not exceed 10 months. This period and all other periods specified in the Contract are calculated in calendar days. Execution of the tasks shall start from the date of entry into force of the Contract. 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 – CONTRACT PRICE

- I.3.1** The maximum total amount to be paid by the Agency under the Contract shall be EUR _____ [to be completed] covering all tasks executed, in conformity with Annex I.

ARTICLE I.4 – PAYMENT PERIODS AND FORMALITIES

Payments under the Contract shall be made in accordance with Article II.4. 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 periods have not been executed as a result of default or negligence on the part of the Contractor.

I.4.1. Pre-financing: not applicable

I.4.2. Interim payment:

- Requests for interim payment by the Contractor shall be admissible if accompanied by:
- each interim technical report (first intermediate report after completion of task 1 and second intermediate report after completion of task 2) in accordance with the instructions laid down in Annex I
 - the relevant invoices

provided the interim report has been approved by the Agency.

The Agency shall have 20 (twenty) days from receipt to approve or reject the interim report, and the Contractor shall have 10 (ten) days in which to submit additional information or a new report.

Within 30 (thirty) days of the date on which the report is approved by the Agency, an interim payment corresponding to the relevant invoices and equal to 30 (thirty) % of the contract price referred to in Article I.3.1 shall be made.

I.4.3. Payment of the balance:

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

- *the final technical report in accordance with the instructions laid down in Annex I provided the report has been approved by the Agency.*

The request for payment of the balance to the Contractor shall be addressed to the Agency within 8 (eight) calendar days from the end of the contract.

It shall be admissible if accompanied by the final technical report in accordance with the instructions laid down in Annex I and the relevant invoice, provided the report has been approved by EASA.

The Agency shall have 20 (twenty) days from receipt to approve or reject the report, and the Contractor shall have 10 (ten) days in which to submit additional information or a new report.

Within 30 (thirty) days of the date on which the report is approved by the Agency, payment of the balance corresponding to the relevant invoice and equal to 40 (forty) % of the contract price referred to in Article I.3.1 shall be made.

ARTICLE I.5 – 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.6 – GENERAL ADMINISTRATIVE PROVISIONS

Any communication relating to the Contract shall be made in writing and shall bear the Contract number. 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:

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

ARTICLE I.7– APPLICABLE LAW AND SETTLEMENT OF DISPUTES

- I.7.1.** The Contract shall be governed by European Union law, complemented, where necessary, by the national substantive law of Germany.
- I.7.2.** 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.8 – 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. It shall be processed solely for the purposes of the performance, management and follow-up of the Contract by the Agency, without prejudice to possible transmission to internal audit services, to the Court of Auditors, to the Financial Irregularities Panel and/or to the European Anti-Fraud Office (OLAF) for the purposes of safeguarding the financial interests of the European Union. The Contractor shall have the right of access to his personal data and the right to rectify any such data that is inaccurate or incomplete. Should the Contractor have any queries concerning the processing of his personal data, he shall address them to the Agency. The Contractor shall have right of recourse at any time to the European Data Protection Supervisor.

ARTICLE I.9 – 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 30 days formal prior notice. Should the Agency terminate the Contract, the Contractor shall only be entitled to payment corresponding to part-performance of the Contract. 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 up to the date on which termination takes effect, within a period not exceeding sixty days from that date.

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. All such information shall be held in the strictest confidence and shall not be disclosed or copied to third parties without explicit written consent from the Agency.

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. 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 conflict of interests which could arise during performance of the Contract must be notified to the Agency in writing without delay. In the event of such conflict, the Contractor shall immediately take all necessary steps to resolve it.

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.

ARTICLE II. 4 – INVOICING AND PAYMENTS

II.4.1 Pre-financing:

Where required by Article I.4.1, 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 indicated in the same Article to cover pre-financing under the Contract. 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. 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. It shall be released the following month. The cost of providing such guarantee shall be borne by the Contractor.

II.4.2 Interim payment:

At the end of each of the periods indicated in Annex I 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 relevant invoices indicating the reference number of the Contract to which they refer;
- statements of reimbursable expenses in accordance with Article II.7.

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

- to approve it, with or without comments or reservations, or suspend such period and request additional information; or
- to 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. Approval of the report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations or information enclosed.

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 Annex I, 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 relevant invoices indicating the reference number of the Contract to which they refer;
- statements of reimbursable expenses in accordance with Article II.7.

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

- to approve it, with or without comments or reservations, or suspend such period and request additional information; or
- to 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. Approval of the report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations and information enclosed.

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.

ARTICLE II. 5 – GENERAL PROVISIONS CONCERNING PAYMENTS

II.5.1 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.4] may be suspended by the Agency at any time if it informs the Contractor that his payment request is not admissible, either because 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.4] shall begin to run again once the suspension has been lifted.

- 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 seven 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 the day of 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.
- 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.8 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 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 by the Contractor shall require prior written authorisation from the Agency and shall mention the amount paid by 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 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;
- (i) where execution of the tasks 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) where the Contractor, after receiving formal notice in writing to comply, specifying the nature of the alleged failure, and after being given the opportunity to remedy the failure within a reasonable period following receipt of the formal notice, remains in serious breach of his contractual obligations.

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.

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 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 work. 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 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. The Agency shall be entitled to claim from the Contractor all extra costs incurred in making good and completing services, without prejudice to any other rights or guarantees enforceable 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.

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.

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.

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.

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 tasks under the Contract 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 or of part thereof.

SIGNATURES

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

For the Agency,
Patrick Goudou, Executive Director

signature[s]:

signature[s]:

Done at _____, date _____

Done at Cologne, date _____

In triplicate in English.

ANNEX I to the Contract

Tender Specifications No [EASA.2010.OP.07]

WAFCOLT - Water in Aviation Fuel under Cold Temperature Conditions

ANNEX II to the Contract

Contractor's Tender of [date]

ANNEX II - MODEL FINANCIAL OFFER

TENDER PUBLICATION REFERENCE: **EASA.2010.OP.07**

NAME OF TENDERER: [.....]

Global price: EUR <amount>

Note:

The above amount must not be broken down further and shall:

- be quoted in Euro;
- exclude VAT;
- include all expenses connected to the execution and management of the contract – administrative costs, materials, travel, accommodation etc. in relation to meetings and service delivery at EASA premises.

No additional costs will be accepted other than the ones submitted in the tender.

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]

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)
- Name and type of organisation providing education and training
- Principal subjects/occupational skills covered
- Title of qualification awarded
- Level in national classification (if appropriate)

[Add separate entries for each relevant course you have completed starting with the most recent.]

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

- Reading skills
- Writing skills
- Verbal skills

[Specify language]

[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.]

OTHER SKILLS
AND COMPETENCES
*Competences not
mentioned above.*

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

DRIVING LICENCE(S)

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 Communities' financial interests;
- f) following another procurement procedure or grant award procedure financed by the Community budget, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.

I the undersigned understands 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

ANNEX VI - FINANCIAL IDENTIFICATION FORM

FINANCIAL IDENTIFICATION

<u>ACCOUNT HOLDER</u>	
NAME	<input type="text"/>
ADDRESS	<input type="text"/>
TOWN/CITY	<input type="text"/> POSTCODE <input type="text"/>
CONTACT PERSON	<input type="text"/>
TELEPHONE	<input type="text"/> FAX <input type="text"/>
E - MAIL	<input type="text"/>
PERSONAL NUMBER	<input type="text"/>
INSTITUTION	<input type="text"/>

<u>BANK</u>	
BANK NAME	<input type="text"/>
ADDRESS	<input type="text"/>
TOWN/CITY	<input type="text"/> POSTCODE <input type="text"/>
ACCOUNT NUMBER	<input type="text"/> - <input type="text"/> - <input type="text"/>
IBAN	<input type="text"/>
SWIFT	<input type="text"/>

REMARKS :

<u>BANK STAMP + SIGNATURE BANK REPRESENTATIVE</u> (Both Obligatory)

<u>DATE + SIGNATURE ACCOUNT HOLDER :</u> (Obligatory)

ANNEX VII - TENDER SUBMISSION FORM

EASA.2010.OP.07

One signed original of this tender submission form must be supplied, together with **3 copies**.

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

	Name(s) of legal entity or entities submitting this tender	Nationality ³
Leader		
Member 2		
Etc ...⁴		

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	

3. 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:

³ Country in which the legal entity is registered

⁴ 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 all other lines should be deleted).

ENVELOPE A - ADMINISTRATIVE DATA:	
▪ The 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 Legal Entity Form (<i>using the standard template</i>) and the supporting documents requested therein	<input type="checkbox"/>
▪ The 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"/>
▪ Documents proving our economic and financial status (point 3.2.2 of the Tender Specifications)	<input type="checkbox"/>
▪ Our consortium agreement (<i>in case of consortia</i>)	<input type="checkbox"/>
ENVELOPE B	
▪ TECHNICAL PROPOSAL	<input type="checkbox"/>
▪ Documents proving our technical and professional capacity (point 3.2.3 of the Tender Specifications)	<input type="checkbox"/>
▪ Duly filled in, signed and dated statement of absence of conflicts of interests as found in Annex VIII	<input type="checkbox"/>
ENVELOPE C - FINANCIAL PROPOSAL, which is submitted in a separate, sealed envelope.	<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 point **1.7** of the Tender Specifications.

Signed on behalf of the Tenderer

Name	
Signature	
Date	

ANNEX VIII - STATEMENT OF ABSENCE OF CONFLICT OF INTERESTS

<Letterhead of the Tenderer>

I, the undersigned, being the authorised signatory for the above-mentioned company/consortium for the tender EASA.2010.OP.07 – WAFCOLT, 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 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 – STRUCTURE OF THE FINAL REPORT

Cover Page

The design of the cover page will be provided by the Agency.

Title Page

Study name/number/acronym, Final Report, author(s), contact person, date.

Table of Contents

List the topics covered and page numbers. List of illustrations and tables.

Acknowledgements

The author(s) may wish to list the study partners and acknowledge any person or organisation that was helpful during the study or in writing the report.

Executive Summary

Summarise highlights of the study (one page), including aims/objectives, overall approach, findings, achievements, and conclusions. The full report may include technical terms, but try to keep the executive summary in plain English.

Background

Summarise the background to the study (and how it builds on previous work) and the need for it (and why it is important).

Aims and Objectives

List the aim and objectives agreed at the start of the study, and note if they changed during the project.

Literature Review

If applicable identify and examine existing work that may be relevant to the study. A review of reports on relevant accidents and incidents may be provided.

Methodology

Summarise the overall approach taken and why this approach was chosen over other options considered. Then describe the methodology in more detail. Depending on the study, this might include the methodology for research you carried out, technical design or development, evaluation, etc. Finally, note any specific issues that had to be addressed by the methodology, e.g. standards, interoperability, scalability, etc.

Implementation

Describe how you planned and implemented the study work and the activities it involved. Depending on the project, this might cover technical development, processes, how you conducted other studies, etc. Include any problems or issues that arose and how you handled them, where readers can learn from your experience. Tell the story of what you did rather than listing work packages.

Results and Outcomes

Explain the end result of the study work in an objective way and list achievements against the aims and objectives set. Summarise study outcomes and their impact on the aviation and research communities. Depending on the study, it might include research results, findings, evaluation results, data, etc. If the study created

something tangible like content, a portal, or software, describe it. Avoid a long list of deliverables.

Outcomes

Indicate who will benefit from the work, how, and why. Also comment on what you learned that may be applicable to other studies, e.g. whether the methodology worked.

Conclusions

Briefly summarise any conclusions that can be drawn from the project work.

Indicate who will benefit from the work, how, and why. Also comment on lessons learned which may be applicable to other studies, e.g. whether the methodology worked. Consider the future implications of your work and how others can build on it. What new development work could be undertaken to build on your work or carry it further?

Recommendations

List any specific recommendations for the aviation and research communities. These should be clear, practical and flow from the reasoning presented in the study.

References

Glossary and Bibliography. List references to the work of others you have cited (e.g. articles, reports, studies, standards), and any explanatory notes. Provide URLs for any materials available on the web.

Appendixes (optional)

Include any appendixes that readers will find helpful to understand the work described or the results. For example, include details that support technical development carried out.