

# Procurement Documents

**Publication Reference: EASA.2017.HVP.03**

## **Title of Contract: Provision of Temporary Workers for the European Aviation Safety Agency**

The European Aviation Safety Agency (hereinafter “EASA”, “the Agency” or “the Contracting Authority”) is planning to award the public contract referred to above.

The tender documentation consists of:

- Part I - Invitation to Tender
- Part II - Tender Specifications (including all its annexes)
- Part III - Draft Contract

# **Procurement Documents**

## **Part I**

### **Invitation to Tender**

## Invitation To Tender

The European Aviation Safety Agency ("EASA", "the Agency" or "the contracting authority") is planning to award the contract referred to above. The procurement documents consist in the contract notice (OJS) and present procurement documents (I. Invitation to Tender, II. Tender Specifications and its annexes & III. Draft Contract).

The purpose of this tender and any additional information necessary to present an offer can be found in Part II - tender specifications.

You should note however the following important points concerning the submission of a tender and its implications:

1. Tenders must be submitted on paper, and respect the instructions provided in Section 1.7 - Submission of Tenders (Part II - tender specifications).
2. Tenders must be submitted no later than the deadline for submission of tenders indicated in Section 1.3 – Timetable, (Part II - tender specifications).
3. Tenderers must ensure that their tenders are signed by an authorised representative and that tenders are perfectly legible so that there can be no doubt as to words or figures.
4. The period of validity of the tender, during which tenderers may not modify the terms of their tenders in any respect, is indicated in Section 1.9 - Period during which tenders are binding.
5. Submission of a tender implies acceptance of all the terms and conditions set out in the contract notice, this invitation to tender, in the tender specifications and in the draft contract and, where appropriate, waiver of the tenderer's own general or specific terms and conditions. It shall be binding on the tenderer to whom the contract is awarded for the duration of the contract.
6. All costs incurred in preparing and submitting tenders shall be borne by the tenderers and cannot be reimbursed.
7. Contacts between EASA and tenderers are prohibited throughout the procedure save in exceptional circumstances as described in Section 1.10 – Contacts between EASA and tenderers, (Part II – tender specifications).
8. This invitation to tender is in no way binding on EASA. EASA's contractual relationship commences only upon signature of the contract with the successful tenderer.
9. Up to the point of signature, EASA may cancel the award procedure, without the tenderers being entitled to claim any compensation. This decision must be substantiated and the candidates or tenderers notified.
10. Once EASA has opened the tender, it becomes its property and it shall be treated confidentially. Consequently tenderers shall have no right to have their tenders returned to them.
11. You will be informed of the outcome of this procurement procedure by e-mail only. It is your responsibility to provide a valid e-mail address together with your contact details in your tender and to check this email address regularly.
12. If processing your reply to this invitation to tender involves the recording and processing of personal data (such as your name, address and CV), such data will be processed pursuant to 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. Unless indicated otherwise, your replies to the questions and any personal data requested are required to evaluate your tender in accordance with the specifications of the invitation to tender and will be processed solely for that purpose by the data controller as identified in the draft contract (Part III Procurement Documents). Details concerning the processing of your personal data are available on the privacy statement at:

[http://ec.europa.eu/dataprotectionofficer/privacystatement\\_publicprocurement\\_en.pdf](http://ec.europa.eu/dataprotectionofficer/privacystatement_publicprocurement_en.pdf).

13. Your personal data may be registered in the Early Detection and Exclusion System (EDES) if you are in one of the situations mentioned in Article 106 of the Financial Regulation<sup>1</sup>. For more information, see the Privacy Statement on:

[http://ec.europa.eu/budget/explained/management/protecting/protect\\_en.cfm](http://ec.europa.eu/budget/explained/management/protecting/protect_en.cfm)

17. MRZ. 2017

  
Date and signature

**Patrick KY**  
**Executive Director**

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<sup>1</sup> Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002 (OJ L 298, 26.10.2012, p. 1), as amended