

# **Procurement Documents**

## **Part II**

### **Tender Specifications**

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## 1 Overview of this Tender

### 1.1 Introduction to EASA

The European Aviation Safety Agency, (hereinafter “EASA”, “the Agency” or “the Contracting Authority”), is an agency of the European Union, which has been given specific regulatory and executive tasks in the field of aviation safety. The Agency constitutes a key part of the European Union’s strategy to establish and maintain a high uniform standard of safety and environmental protection in civil aviation at European level. Further information can be found on the [Agency's Website](#).

### 1.2 Description of the Contract

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

### 1.3 Timetable

Summary timetable	Date	Comments
Launch date	20/03/2017	
Deadline for addressing requests for clarification to EASA	21/04/2017 18:00*	
Last date on which clarifications are issued by EASA	26/04/2017	Tenderers are advised to check the eTendering website <a href="https://etendering.ted.europa.eu/cft/cft-display.html?cftId=2331">https://etendering.ted.europa.eu/cft/cft-display.html?cftId=2331</a> on a regular basis for possible updates and/or clarifications.  Please note that no question will be answered during Easter break (13/04/2017-17/04/2017)
<b>Deadline for Submission of Tenders</b>	<b>02/05/2017</b>	Tenders delivered by hand shall be submitted not later than <b>17:00h*</b>
Opening Session	09/05/2017 10:00*	Maximum one legal representative per participating tenderer may attend the opening session. Tenderers shall inform the Agency of their intention to attend, at least 5 working days prior to the opening session.
Completion Date for Evaluation of Tenders	July/August 2017	Estimated
Signature of Contracts	August 2017	Estimated

*\*Cologne Local Time*

## 1.4 Eligibility - Participation in the Tender Procedure

This procurement procedure is open to any natural or legal person wishing to bid for the assignment and established in any of the European Union Member States, Norway, Iceland, Liechtenstein or Switzerland. Under the Stabilisation and Association Agreements (SAA) economic operators from Albania, the Former Yugoslav Republic of Macedonia (FYROM), Montenegro, Serbia, Bosnia & Herzegovina and Kosovo are also eligible to submit a tender.

Tenderers must not be in any situation of exclusion under the exclusion criteria indicated in section 3.1 / Annex II of these tender specifications and must have the legal & regulatory capacity to allow them to participate in this tender procedure (see section 3.2.1).

Moreover, the tenderers must comply with applicable environmental, social and labour law obligations established by Union law, national legislation<sup>2</sup>, collective agreements or the international environmental, social and labour conventions listed in Annex X to the Public Procurement Directive.<sup>3</sup>

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

## 1.5 Joint Tenders - Participation of Consortia

Consortia may submit a tender on the condition that it complies with the rules of competition including satisfying the requirements under the exclusion criteria (see section 3.1) applicable to the award of the contract.

A consortium may be a permanent, legally-established grouping or a grouping which has been constituted informally for a specific tender procedure. All members of a consortium (i.e. the leader and all other members) are jointly and severally liable to the Contracting Authority.

**For each consortium member**, the tenderer must, **at the time of tender submission**<sup>4</sup>:

- ✓ Specify the company or person heading the project (the leader) and submit, a copy of the document authorising this company or person to submit a tender on behalf of the consortium (e.g. power of attorney) – *alternatively, if already available at the time of tender submission, a duly signed and dated (by each member) consortium agreement.*
- ✓ Submit the required declaration of honour on the exclusion (section 3.1) and selection (section 3.2) criteria – Annex II.
- ✓ Submit the required evidence for exclusion criteria (see section 3.1).

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<sup>2</sup> To this end, the tenderer shall comply with all relevant and applicable German laws on employment, taxes, social and pension contributions. Therefore, the tenderer shall ensure that all legal and financial obligations are fulfilled for each temporary worker.

<sup>3</sup> Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014: <http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex:32014L0024>

<sup>4</sup> See also section 1.7 and Annex I – Tender Submission Form – for a summary / overview of documents to be submitted as part of the tender.

- ✓ For the selection criteria - economic & financial capacity (see section 3.2.2) and technical & professional capacity (see section 3.2.3) the evidence should be provided by each member of the consortium, but will be checked to ensure that the consortium as a whole fulfils the criteria (e.g. *not every consortium member needs to fulfil each of the criteria individually – but rather as a whole*).
- ✓ **In case of successful award & before contract signature:** the tenderer to whom the contract is to be awarded shall provide, at the latest, within 15 days following notification of award and preceding the signature of the contract, a duly signed and dated (by each of the consortium members) consortium agreement specifying the company or person heading the project and authorised to submit a tender on behalf of the consortium (unless already submitted at the time of tender submission).

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.

## 1.6 Sub-contracting

Sub-contractors (including freelancers) must satisfy the requirements under the exclusion criteria (see section 3.1) 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, **for each sub-contractor**, the tenderer must, **at the time of tender submission**<sup>5</sup>:

- ✓ Indicate clearly **which parts of the work will be sub-contracted** (including freelance consultants, experts etc.) and **to what extent** (proportion in %). The sub-contractor must not sub-contract further.
- ✓ **Submit a duly signed and dated (by the sub-contractor) ‘Sub-contractor Declaration’ – Annex III** - confirming that they are not in any of the situations of exclusion / conflict of interest (see section 3.1) and pledging their irrevocable undertaking to collaborate with the tenderer, should he win the contract and that they will put all appropriate and necessary resources from their part at the tenderer’s disposal for the performance of the contract.

**\*Important Note:** *If the identity of the sub-contractor(s) is not known at the time of submitting the tender, the tenderer who is awarded the contract will have to seek EASA’s prior written authorisation before entering into a sub-contract. Where no sub-contracting is indicated in the tender the work will be assumed to be carried out directly by the bidder.*

## 1.7 Submission of Tenders

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

### 1.7.1 Presentation of the Tender

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

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<sup>5</sup> See also section 1.7 and Annex I – Tender Submission Form – for a summary / overview of documents to be submitted as part of the tender.

**Outer Envelope:** The outer envelope or parcel should be sealed with adhesive tape, signed across the seal and carry the following information as shown in the diagram in 1.7.4 below:

- ✓ the ref. number of the invitation to tender: **EASA.2017.HVP.03**
- ✓ the project title: **Provision of Temporary Workers for the European Aviation Safety Agency**
- ✓ 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 tender docs)*
- ✓ the date of posting *(if applicable)* should be legible on the outer envelope

**Inner Envelopes:** The outer envelope must contain **three inner envelopes**, namely, Envelopes A, B and C. The content of each of these three envelopes must be as follows:

✓ <b>Tender Submission Form</b> (front page of administrative documents) – using template in <b>Annex I</b> .
✓ <b>Declaration of Honour</b> (section 3.1 Exclusion Criteria) – using template in <b>Annex II</b> .
✓ <i>In case of sub-contracting (section 1.6):</i> <b>Sub-contractors Declaration – Annex III</b> .
✓ <b>Financial Identification Form</b> – using the template downloadable from the EASA Procurement Webpage: <a href="http://www.easa.europa.eu/the-agency/procurement">http://www.easa.europa.eu/the-agency/procurement</a>
✓ <b>Legal Entity Form</b> (section 3.2.1 Legal & Regulatory Capacity) – using template from link below and the supporting documents requested in section 3.2.1: <a href="http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm">http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm</a>
✓ <b>Economic &amp; Financial Capacity Documents</b> (section 3.2.2 Selection Criteria – Economic & Financial Capacity) – using template in <b>Annex IV.a</b> accompanied by the documents requested therein.
✓ <i>In case of consortia (section 1.5):</i> <b>Consortium agreement</b> <i>(if already available)</i> , or, <b>powers of attorney</b> issued by the consortium members empowering the representative of the consortium leader (tenderer) to submit a tender of their behalf.
<b>ENVELOPE B – TECHNICAL DOCUMENTS</b> <i>(One signed original and 3 copies*)</i>
✓ <b>Technical &amp; Professional Capacity Documents</b> as requested in section 3.2.3.
✓ <b>Technical Offer</b> providing all information requested in section 3.3.1.
<b>ENVELOPE C - FINANCIAL DOCUMENTS</b> <i>(One signed original and 3 copies*)</i>
✓ <b>Financial Offer</b> (section 3.3.2) using the template found in <b>Annex V</b> .

*\*The original tender must be marked “ORIGINAL”, and the copies (identical in full to the original) marked “COPY”.*

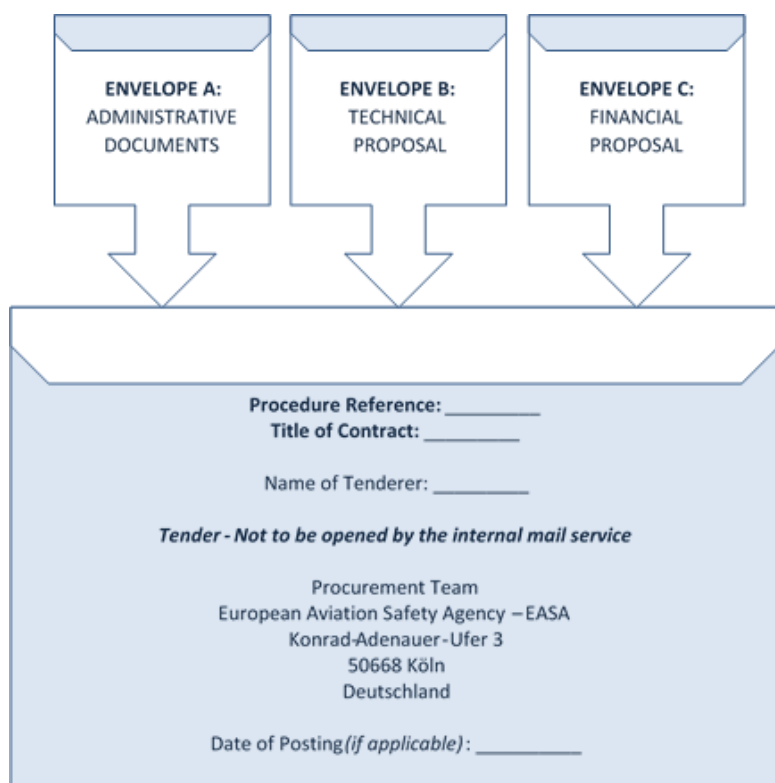
### 1.7.2 Language of the Tender

Tenders should be drafted in **English**.

### 1.7.3 Division into Lots

This tender is not divided into lots. The tenderer must be in a position to provide all the services requested.

### 1.7.4 Tender Submission - Envelope Diagram



### 1.7.5 Submission modalities

Tenders must be submitted no later than the deadline for submission of tenders indicated in Section 1.3 – Timetable, (Part II - tender specifications), either by:

- Post (registered mail recommended) or Courier: In this case, the evidence of the date of dispatch shall be constituted by the postmark or the date of the deposit / posting slip, or,
- Hand Delivered / Delivered in Person: In this case, the tenderer must obtain a proof of receipt, signed and dated (including the time of submission) by the person who took delivery at EASA's Reception desk. Please note that EASA's Reception desk is open Monday to Friday, 08.00 – 18:00 (Cologne local time) except for public holidays.

**Address for Submission by Post, Courier or in Person**

Procurement Team  
European Aviation Safety Agency - EASA  
Konrad-Adenauer-Ufer 3  
50668 Köln, Germany  
Deutschland

*\*Important Note: Please inform EASA whether you intend to submit a tender, by writing to the address indicated above or sending an e-mail to the following e-mail address:*

[tenders@easa.europa.eu](mailto:tenders@easa.europa.eu)

## **1.8 Environmental & Social Considerations**

The Agency is committed to minimising the environmental impact of its everyday business activities, including, promoting an eco-friendly approach in its purchasing activity. Therefore, contractors of the Agency should also follow / adopt such environmental considerations and strive to be eco-friendly (i.e. reduce water, energy and waste consumption, actively recycle, using reusable / recyclable materials etc.) in their related business operations.

In addition, the contractor shall ensure compliance with any European and national rules on environmental protection, safety and health as well as, as already described in Section 1.4 above, the applicable environmental, social and labour law obligations.

It is strongly recommended that tenders are submitted in an environmentally friendly way, e.g. by choosing a simple and clear structure (list of contents and consecutive page numbering), double-sided printing, limiting attachments to what is required in the tender specifications (no additional material) and avoiding plastic folders or binders.

## **1.9 Period during which tenders are binding**

The period of validity of tenders, during which tenderers may not modify the terms of their tenders in any respect is 4 months after the deadline for the submission of tenders. In exceptional cases, before the period of validity expires, EASA may ask tenderers to extend the period for a specific number of days, which shall not exceed 40.

The selected tenderer must maintain its tender for a further 60 days from the date of notification that his tender has been recommended for the award of the contract. The further period of 60 days is added to the initial period of 4 months irrespective of the date of notification.

## **1.10 Contacts between EASA and Tenderers**

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

### **Before the final date for submission of tenders:**

- At the request of the tenderer, EASA may provide additional information solely for the purpose of clarifying the procurement documents.



- Any request for clarification must be made in writing through the eTendering website at <https://etendering.ted.europa.eu/cft/cft-display.html?cftId=2331> in the “questions and answers” tab, by clicking “create a question” and should indicate the reference number and the title of the tender.
- Requests for clarification received by EASA after the deadline for such requests for clarification as specified in section 1.3 – Timetable may not be processed.
- EASA may, on its own initiative, inform interested parties of any error, inaccuracy, omission or any other clerical error in the text of the procurement documents.
- Any clarifications including that referred to above will be posted on the eTendering website indicated above - please ensure that you visit regularly the site for updates.

**After the opening of tenders:**

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

**1.11 Visits to EASA Premises**

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

**1.12 Variants**

Variants are not permitted.

**1.13 Scope for modification/amendment of the contract**

EASA may, under certain circumstances, extend the project in duration and/or scope subject to the availability of funding and to satisfactory performance by the contractor.

In cases mentioned in Article 114a(3) of Regulation (EU, Euratom) No 966/2012 (for example for additional services, not included in this contract, but which would become necessary for the performance of the services under this contract etc.), the Contracting Authority may amend the contract of the contractor performing this contract, with ex-post publication of a notice for modification of contract on the Official Journal or publication on Internet.

For new services consisting in the repetition of services similar to the ones initially entrusted to the contractor under the contract, the Contracting Authority may make use of the negotiated procedure and potentially award the contract to the contractor performing this contract, with ex-post publication of a contract award notice on the Official Journal.

**1.14 Contract Provisions**

In drawing up your tender, you should bear in mind the provisions of the draft contract (see Part III of the Procurement Documents). In particular, the draft contract indicates the method and the conditions for payments to the contractor.

***\*Important Note: Submission of a tender implies acceptance of all the terms and conditions set out in the Procurement Documents (Contract Notice, Procurement Documents - Part I - invitation to tender, Part II -***

***tender specifications and Part III - draft contract) and, where appropriate, waiver of the tenderer's own general or specific terms and conditions. It is binding on the tenderer to whom the contract is awarded for the duration of the contract.***

In this respect every tenderer is also required to sign a declaration to this effect in as part of the tender submission form in Annex I.

## 2 Technical Specifications

These Technical Specifications (TS) will become an integral part of the contract that may be awarded as a result of the tender.

### 2.1 Introduction: Background to the Invitation to Tender

The European Aviation Safety Agency (EASA) is a multi-cultural, multi-lingual European organisation and has its main working language in English. It currently employs approximately 800 professionals from across Europe - a number, which is expected to grow only slightly in the years from 2017 onwards.

EASA may need temporary workers to replace staff absent because of maternity/parental leave or sickness. In exceptional cases, temporary workers may also be selected to cope with peak periods requiring additional workforce for a limited period or to carry out, on a temporary basis tasks, which require specific competences not available within EASA.

As a result of this tendering procedure EASA intends to conclude multiple framework contracts with a maximum of two successful tenderers (see section 2.4 for further details).

### 2.2 Description of the Subject and Scope of the Contract

The overall objective of the assignment is to provide EASA with the necessary temporary workers within the required timeframe and in line with the requested competency profiles (i.e. secretarial, administrative support etc.).

### 2.3 Technical Characteristics of the services

#### 2.3.1 Concerned activities and respective qualifications and profiles

Activities for which EASA may request temporary workers include - but are not limited to - the following: secretarial support; general administrative support; data input; filing and archiving; support to the organisation of meetings, conferences, and events; support in the fields of Finance, Human Resources (HR), Information Technology (IT), Legal or support in specific technical areas of the Agency. The afore-mentioned activities only constitute examples of possible assignments for the temporary workers and are not exhaustive.

Temporary workers must have at least a good knowledge of the English language for a placement within EASA (level depending on job profile). In certain cases, knowledge of German and/or French may be of advantage (depending on the activity). Knowledge of other languages could be beneficial in exceptional cases.

As examples, three profiles of support provided by temporary workers are listed below:

<b>Job Title:</b>	<b>Secretary</b>
Overall purpose of the activity:	To provide secretarial and administrative support within a Department / Section of EASA.

Main tasks:	<ul style="list-style-type: none"> <li>- Reception, registration, distribution and follow up of correspondence;</li> <li>- Organisation of missions, including travel arrangements and accommodation;</li> <li>- Organisation of meetings;</li> <li>- Drafting of documents, including minutes of meetings;</li> <li>- Filing and archiving;</li> <li>- Data input in computerised databases;</li> <li>- Follow up of emails and agenda of the relevant managers.</li> </ul>
Education:	Successfully completed an advanced level of secondary education, preferably in the field of administration.
Work experience:	Previous experience in secretarial and administrative support functions is advantageous.
Computer skills:	Very good knowledge of the main office tools (Word, Excel, Outlook). Knowledge of databases and SAP advantageous.
Language skills:	Very good command of both written and spoken English. Knowledge of German and/or French is advantageous.

<b>Job Title:</b>	<b>Service - Desk Assistant</b>
Overall purpose of the activity:	To provide technical support to EASA staff, e.g. as regards computer networks, systems, software, telecommunications and building maintenance.
Main tasks:	<ul style="list-style-type: none"> <li>- To ensure the availability of technical facilities support for meetings;</li> <li>- To manage the local telephone exchange including user support, troubleshooting, telephone installation;</li> <li>- To perform internal office moves, modification of office lay out, packing and moving of office contents when required.</li> </ul>
Education:	Successfully completed secondary education.
Work experience:	Previous experience in one or more of the above fields is essential.
Language skills:	Working knowledge of written and spoken English.

<b>Job Title:</b>	<b>Financial Assistant</b>
Overall purpose of the activity:	To provide administrative support within the Finance Department of EASA.
Main tasks:	<ul style="list-style-type: none"> <li>- Preparation of payments;</li> <li>- Entry of payment data in electronic databases;</li> <li>- Filing invoices and payment records;</li> <li>- Filing bank statements;</li> </ul>
Education:	Successfully completed an advanced level of secondary education, preferably in the field of finance.
Work experience:	Previous experience in the field of finance is advantageous.
Computer skills:	Very good knowledge of the main office tools (Word, Excel, Outlook). Knowledge of databases and SAP is advantageous.
Language skills:	Very good command of both written and spoken English. Knowledge of German and/or French is advantageous.

### 2.3.2 Quality of the profiles and replacement of temporary workers

The Contractor shall ensure that the profiles of the temporary workers submitted to EASA for selection are of a high quality, are aligned with the competency profiles requested by EASA and meet the requirements relating to language skills.

On commencement of their assignment at EASA, temporary workers shall be required to sign several declarations/forms (i.e. confidentiality statement) provided by EASA and/ or the contractor.

### 2.3.3 Duration of assignments of temporary workers

The duration of the total assignment of a temporary worker in the Agency depends on the nature and the duration of each placement (through specific contract(s)).

However, taking into consideration the reasons for which the Agency may recruit temporary workers (2.1), the total duration of an assignment shall not exceed 18 months.

### 2.3.4 Remuneration of the Contractor

The remuneration of the Contractor for the services of a temporary worker shall be based on the agreed daily rate in the context of the Framework Contract according to the working regime of temporary workers (2.3.5).

The daily rate (see financial offer Annex V) for a specific assignment (as indicated in specific contract(s)) shall be dictated by the nature and level of tasks of the job to be performed and shall be fixed throughout the duration of the related assignment (see also Section 3.3.2, provisions on price revision).

In this respect, the tenderers may refer to Annex IV.e Paygroups and job specifications:

- The paygroups of temporary workers in the European Aviation Safety Agency
- Indicative entry level salaries of EASA staff (category Contract Agents)
- The job duties, job family, job type and example of job titles linked to each paygroup

### 2.3.5 Working regime of temporary workers

A working day for temporary workers equals to 8 hours of work daily (mandatory 30 minutes break not included). This is equal to 40 hours per week. The working days in a month are not fixed and are subject to the number of working days per month

Temporary workers located at EASA shall work subject to the EASA holidays calendar, which may differ from the German public holiday calendar (Annex IV.f).

Temporary workers are in principle not expected to do overtime (more than 8 hours per day). However, any overtime necessary for EASA business continuity shall be balanced within the same month by using flexitime, meaning working less in the following days (to balance overtime). In case this way of balancing overtime is not possible, flexi-leave for half a day or a full day, based on the accumulated hours, may be taken.

In exceptional cases and in agreement with EASA, overtime may also be balanced within the following month. Any excessive working hours that have not been balanced through flexi-time or flexi-leave within two months shall be lost.

Overtime shall not be invoiced to EASA.

In exceptional cases, and when it is requested that a temporary worker goes on a business trip during their assignment at EASA, he/she shall be covered by the EASA specific mission rules.

### 2.3.6 EASA backgrounds security checks

Pursuant to EASA's Policy PO.FACIL.00034-001 of 8.6.2016 on Physical Security in the Agency, background checks can be carried out on On-Site Personnel in order to prevent and control risks to the security of the Agency's staff, assets and information (see also Part III, Draft Framework contract).

To this end, upon EASA's request, the contractor shall be able to provide, immediately, a recent police "clearance" certificate/good conduct certificate (in Germany so called "polizeiliches Führungszeugnis") or equivalent, for each temporary worker in assignment at EASA. It is the responsibility of the contractor to collect and store the related certificates.

## 2.4 Description of the Contract

A framework contract is a legal agreement between two parties - in this case, EASA and the contractor. It acts as the legal basis for the possible future purchase of services by the Agency. The framework contract defines, amongst others, the scope of services that can be purchased, methodology for implementation, timing and fees to be respected by the contractor etc.

***\*Important Note: The framework contract itself is not an order for services or supplies and does not constitute a financial commitment.***

### 2.4.1 Multiple Framework Contracts with Cascading

The Agency intends to sign multiple framework contracts with the successful tenderers (maximum two). The successful tenderers will be placed into a ranked list.

As mentioned above the framework contracts themselves do not constitute orders, the execution of the framework contracts will be performed through specific contracts. In the case of multiple framework contracts the assignment and signature of specific contracts by the Agency shall be done using the cascading mechanism.

### **The Cascading Mechanism**

In general where more than one contractor is nominated, the following rules shall apply to requests for services.

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

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

### **2.4.2 Implementation of the Framework Contract**

Services shall be therefore requested (i.e. ordered) under “specific contracts” (or “order forms”) linked to particular activities, over a given period.

The Agency intends to issue individual and successive specific contracts over the period of validity of the framework contract and shall take the form of one of the documents provided under Annexes III. a (specific contract) and III. b (order form) to the draft framework contract (Part III of the Procurement Documents). Either format may be used for implementation of the framework contract indiscriminately, depending on the Agency’s needs.

***\*Important Note: It is important to reiterate that no legal or financial commitment exists on behalf of either party until the specific contract/order form is signed by both parties.***

### **2.4.3 Ordering Process**

#### **2.4.3.1 Selection process**

The Agency shall contact the Contractor according to its needs in temporary workers in terms of numbers, profiles and duration, as they arise, and will expect to receive within the agreed timeframe for each request a pool of qualitative and suitable CVs for review.

At the selection stage and latest one day before the interview, the Contractor shall inform the short-listed candidates in writing on the minimum and maximum salary scale for this assignment. The concrete salary of a temporary worker shall be subject to his / her qualifications and to the number of years of professional experience.

Following the result of the selection process and for each selected temporary worker the Agency will be concluding with the Contractor a specific contract.

#### **2.4.3.2 Specific Contract**

On the request of the Agency, the Contractor shall draft specific contracts for each temporary worker on a monthly/quarterly or bi-annual basis, covering the anticipated needs of the Agency and send it per email to the Agency within two working days from the request.

Each specific contract will indicate, among other, the duration of the assignment, the estimated volume of services and the respective maximum price (in accordance with the daily rate provided in the financial offer) for the services to be provided, as dictated in written form by EASA in the request for services.

Orders shall correspond to a number of foreseen working-days (8 hours excluding 30 minute lunch break -5 days per week (Monday – Friday)) within a given period of time.

Within five working days of a specific contract being sent by the Agency to the contractor, the Agency must have received it back, duly signed and dated.

The execution of the tasks shall not start before the specific contract has entered into force (contract signed by both parties)

#### **2.4.3.3 Payment Formalities**

The contractor shall submit invoices to EASA on a monthly basis clearly listing all the services rendered during that month and duly substantiated with timesheets signed both by the temporary workers and their immediate supervisor. Timesheets shall be controlled (correctness of entries, completeness) prior to submission to EASA by the Contractor, and upon submission also by the staff of the Agency (see also section 2.4.8.2).

The maximum amount charged to EASA per month shall not exceed the maximum volume corresponding to the foreseen working days as per specific contract and actual worked time of temporary workers in a month, which shall be 8 hours daily.

In the exceptional case that a temporary worker is requested to work on a week-end or holiday for business reasons, a day off shall be taken in the same or the following month, in order to balance the working time, avoid overtime and any change regarding the amount foreseen in the respective specific contract.



#### **2.4.4 Reporting, Documents & Deliverables**

##### **Kick-off meeting:**

A kick-off meeting will be organised at EASA premises within 2 weeks of contract signature. This meeting shall be free of charge for EASA.

Within 10 working days of the kick-off meeting and based on the inputs provided by EASA during this meeting, the contractor shall submit an initial report. This report will have to be validated by EASA, which may also request changes.

##### **Overall report**

On a monthly basis and along with the issuing of the invoice for each temporary worker, the Contractor shall submit to EASA an overall report indicating the actual amount charged against the maximum foreseen amount per temporary worker in a single form (Excel format).

An overall report for all temporary workers shall also be submitted on a quarterly basis.

##### **Estimated real cost**

Moreover, except otherwise specified by the Agency, the Contractor shall inform EASA by 15 November of each year about the estimated real cost for each valid specific contract for the month of December of the same year taking into account foreseen holidays of temporary workers for the last month of the year.

##### **Survey on the satisfaction of the temporary workers**

Finally, the Contractor shall conduct on a yearly basis (year-end) a satisfaction survey of the temporary workers of EASA focusing on feedback from both their placement in EASA and their experience with the Contractor as an employer. The results of this service shall be communicated to EASA by the end of February of the following year.

#### **2.4.5 Duration of the Contract**

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

#### **2.4.6 Volume of the Contract**

Annex V (Financial Offer, scenario) shall serve as the basis for setting the intended maximum volume for the framework contracts for their maximum duration of 4 years (see Section 2.4.5). In this respect, the most expensive yearly scenario of all successful tenders including reasonable contingency for the maximum total duration of the contract shall primarily be used.

Changes of the strategic direction of the Agency may have an impact on EASA's specific staffing needs through temporary workers. This can significantly impact the implementation of the framework contract. The indicated volume is therefore to be seen as the best current estimate and requires contractors' flexibility over the whole duration of the contract.

#### **2.4.7 Place of Delivery/Execution**

The place of execution shall be at EASA's premises in Cologne, Germany.

## **2.4.8 Quality Management**

### **2.4.8.1 Project Team & Management**

#### **Focal point for EASA**

The Contractor shall assign a competent focal point who will act as the single point of contact for the Agency. The focal point shall have a very good knowledge of English (oral and written) and shall report to the Agency on a regular basis during meetings (taking place every 3 months, or more often, if requested by the Agency) at the premises of EASA in Cologne.

Any expenses related to these meetings (travel, accommodation, presentation materials etc.) shall be covered by the Contractor and therefore shall not be reimbursed by the Agency. The Contractor shall also be ready to submit ad hoc reports, at the request of EASA.

It is expected that the focal point is available for EASA during weekday office hours (08:30– 16:30) and that in case of absence, a competent back-up person is available for EASA.

In addition, the Contractor shall ensure that the focal point is trained in the field of Human Resources.

The Agency reserves the right to request the replacement of the focal point, if deemed necessary. A possible replacement of the focal point proposed to EASA by the Contractor shall have at least equivalent qualifications and competence to the previous focal point and such replacement shall not trigger any additional costs and/or interruption of services for EASA.

#### **Focal point for temporary workers**

Moreover, the Contractor shall assign a staff member, who will act as the focal point of the Contractor for the temporary workers. He/she shall be their person of contact on any instance. The focal point for the temporary workers shall be reachable for them at the shortest possible notice and no later than 24 hours after the temporary worker has initially contacted the Contractor.

The Contractor shall decide whether one single staff member can perform the two roles above efficiently and effectively at all times or if two distinct staff members, one assigned to the communication with EASA and one to the communication with the temporary workers would ensure a higher level of services to both EASA and the temporary workers.

#### **Physical presence in Cologne**

Finally, the Contractor shall ensure physical presence in Cologne (Germany) by being available at least once a month for a full day for the temporary workers at premises close to the EASA Headquarters. Moreover the Tenderer shall ensure physical presence at EASA within 24 hours upon request (see also declaration on honour – Annex IV.d).

#### **Quality of the Services delivered by the temporary workers**

All temporary workers assigned to EASA are expected at all times to provide services of a high level in terms of quality and to demonstrate a high level of professionalism. Should problems / complaints arise because of the competencies and / or behaviour of a temporary worker, the Contractor shall take immediate action to

remedy such problems. If necessary, EASA reserves the right to demand the immediate replacement of a temporary worker found not to meet the expectations of EASA at no additional cost.

#### **2.4.8.2 Performance Indicators**

Without prejudice to the Agency's rights or any other remedies / measures available under the contract or at law in the case that the contractor does not meet the quality expectations of the Agency they shall be contacted (in writing) by the Agency and informed of the shortcoming(s)/complaint(s).

Upon such request, the contractor is expected to take immediate measures to address and resolve such problems both in terms of services delivered to the Agency and to the temporary workers by the Contractor or of services delivered to EASA by the temporary workers.

The performance of the Contractor shall be monitored in the following ways:

1. Qualitative assessment (on a yearly, bi-annual or quarterly basis) of the services provided by the Contractor based on agreed parameters, such as:
  - Response time of providing CVs;
  - Quality and suitability of CVs;
  - Availability of the focal point and support provided to EASA;
  - Responsiveness of focal point / Contractor to EASA requests;
  - Timely preparation of interviews;
  - Timely processing of contracts;
  - Accuracy of the invoices.

The above list is not exhaustive and may include other indicators, which shall in advance be brought to the attention of the Contractor.

2. Input from the Managers of temporary workers in EASA (yearly basis) or shortly after the last day of work of a temporary worker.
3. Feedback of the temporary workers as regards their experience with the Contractor as an employer on various levels (e.g. communication with focal point, services provided, support provided etc.), which may be measured either through meetings or satisfaction surveys conducted by EASA.

#### **Corrective Actions:**

In case the quality of the services is not reaching the level EASA is expecting, EASA and the Contractor shall immediately identify effective corrective actions to improve the quality of services of the temporary workers under the framework contract.

#### **Right to Terminate:**

In addition, in such cases EASA also reserves the right to terminate the framework contract and start ordering from the second contractor in cascade.

#### **2.4.8.3 Handovers & Business Continuity**

Business continuity in the provision and management of temporary workers for EASA shall be ensured in each of the following cases:

- a. End of Framework Contract;
- b. Non-renewal of Framework Contract;
- c. Unforeseen termination of the Contract.

In any of the afore-mentioned cases and in order to contribute to business continuity, the Contractor shall plan and execute the transfer of knowledge to EASA or to any entity indicated by EASA. The following items constitute examples of what the hand over / transfer of knowledge may entail:

1. Documenting and presenting of processes followed;
2. Documenting and presenting of templates used;
3. Documenting and presenting of challenges met;
4. Documenting and presenting of current situation;
5. Documenting and presenting of future situation;
6. Documenting and presenting list of temporary workers;
7. Providing CVs of all recruited temporary workers;
8. Updating on any open issues.

### 3 Evaluation of Tenders & Contract Award

The criteria for selecting a contractor are divided into the following categories:

Section / Criteria	Evaluation
Section 1.4 - Eligibility	Verified on a pass/fail basis in light of eligibility criteria defined in section 1.4.
Section 3.1 - Exclusion Criteria	Verified on a pass/fail basis in light of exclusion criteria defined in section 3.1 and Annex II.
Section 3.2 - Selection Criteria	Defines minimum capacities (legal & regulatory, economic & financial, technical & professional) to be met by all tenderers. Verified on a pass/fail basis.
Tender Specifications (All sections)	Review of relevance and compliance of the tender (proposal) with the minimum requirements (i.e. subject matter, scope, location, timeline, format, etc.) of the tender specifications. Verified on a pass/fail basis.
Section 3.3 - Award Criteria (Technical & Financial)	Method to allow a ranking of the tenders according to their merits – most economically advantageous tender

In order to evaluate the tenders received under this procedure the criteria will be applied in the following order: I. Exclusion, II. Selection & III. Award. Therefore if a tenderer does not pass the exclusion and selection criteria categories, it will not be evaluated technically or financially.

### 3.1 Exclusion Criteria

Nr.	<u>Criteria:</u>	<u>Evidence Required (from main tenderer including consortia members [and/or subcontractors]):</u>
a.	Participation in this tender is only open to tenderers <i>(including, in the case of, all consortia members and/or sub-contractors)</i> who are not in any of the situations of exclusion listed in Articles 106 and 107 of the Financial Regulation (FR) <sup>6</sup> and outlined in Annex II.	<p>✓ <b><u>At the time of Tender Submission:</u></b></p> <p>Tenderers shall provide a <b>declaration on their honour</b> (see model in <b>Annex II</b>), in original, duly signed and dated.</p> <p>✓ <b><u>In case of successful award &amp; before contract signature:</u></b></p> <p>Upon request, the tenderer(s) to whom the contract is to be awarded <b>shall provide, within 15 calendar days following notification of award and preceding the signature of the contract, the following documentary evidence in original to confirm the declaration</b> referred to above:</p> <ul style="list-style-type: none"> <li>- For points a), c), d) or f) of Article 106(1) (FR)<sup>6</sup> a <b>recent<sup>7</sup> extract from</b> the judicial record or, failing that, an equivalent document <b>recently<sup>7</sup> issued by</b> a judicial or administrative authority in the country of establishment showing that those requirements are satisfied.</li> <li>- For point a) and b) of Article 106(1) (FR)<sup>6</sup> a <b>recent<sup>7</sup> certificate issued by</b> the competent authorities of the State concerned. These documents must provide evidence covering all taxes and social security contributions for which the person is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.</li> </ul> <p><b>Where</b> any document or certificate referred to above <b>is not issued</b> in the country concerned, it <b>may be replaced by</b> a sworn or, failing that, a solemn statement made before a judicial or administrative authority, a notary or a qualified professional body in his country of establishment.</p>

*\*Note: If the tenderer has already submitted such evidence for the purpose of another procurement procedure, its issuing date does not exceed one year and it is still valid, the tenderer shall declare on its honour that the documentary evidence has already been provided and confirm that no changes have occurred in its situation.*

<sup>6</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 of 26.10.2012, p. 1) as amended.

<sup>7</sup> Not more than one year old

## 3.2 Selection Criteria

The purpose of the selection criteria is to determine whether a tenderer has the capacity necessary to implement the contract.

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

### 3.2.1 Legal & Regulatory Capacity

Nr.	<u>Criteria:</u>	<u>Evidence Required (from main tenderer including consortia members):</u>
a.	Tenderers (including consortium members) 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.	✓ A <b>duly filled in and signed Legal Entity Form, in original</b> , to be downloaded, depending on the tenderer's nationality and legal form (i.e. individual, private/public company), from the following website: <a href="http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm">http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm</a> ; ✓ <b>Supporting documents:</b> <ul style="list-style-type: none"> <li>- A copy of any official document (i.e. official gazette, register of companies etc.) showing the individual's / contractor's name and address and the registration number given to it by the national authorities.</li> <li>- A copy of the VAT registration document (if applicable) should be submitted <i>if the VAT number does not appear on the official document referred to above.</i></li> </ul>
b.	Enrolment in the German Professional Register for the provision of temporary workers/ licence, in pursuance with §1 of the Arbeitnehmerüberlassungsgesetz (AÜG) or equivalent	Provision of a copy of a valid certificate of enrolment in the German Professional Register for the provision of temporary workers / licence, in pursuance with §1 of the Arbeitnehmerüberlassungsgesetz (AÜG) or provision of similar valid certificate of another Member State of the European Union, or countries mentioned in Section 1.4 .

*\*Note: If the tenderer has already submitted the legal entity file for the purpose of another procurement procedure, its issuing date does not exceed one year and it is still valid, the tenderer may not be obliged to submit a new file. The tenderer shall declare on its honour that the legal entity file has already been provided and confirm that no changes have occurred in its situation.*

### 3.2.2 Economic & Financial Capacity

	<u>Criteria:</u>	<u>Evidence Required (from main tenderer including consortia members)<sup>8</sup>:</u>
	The tenderer must be in a stable financial position and have the economic and financial capacity to perform the contract. The yearly turnover in relation to the area covered by the contract in the last three years must not have fallen below <b>400.0000 EUR</b> .	<p>✓ Provision of <b>completed Annex IV.a – Economic &amp; Financial Capacity</b>, and, <b>balance sheets / financial statements or their extracts for the last two years</b> 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).</p> <p><i>*Note: if, for some exceptional reason which EASA considers justified, the tenderer is unable to provide the evidence requested they may prove their economic and financial capacity by any other means which EASA considers appropriate.</i></p>

*\*Note: If the tenderer has already submitted the evidences for the purpose of another procurement procedure, the tenderer may not be obliged to submit them again. In such cases, the tenderer shall declare on its honour that the evidences have already been provided and confirm that no changes have occurred in its situation.*

### 3.2.3 Technical & Professional Capacity

<u>Nr.</u>	<u>Criteria:</u>	<u>Evidence:</u>
	The tenderer must possess the following technical and professional capabilities in order to perform the contract:	The following documents and information must be presented as evidence of compliance with the set technical and professional requirements:
<b>a.</b>	<p><b>Professional Experience of Tenderer</b></p> <ol style="list-style-type: none"> <li>The tenderer shall have <b>at least five years of professional experience</b> in the provision of similar services, as described in the technical specifications (TS) for the public and/or the private sector.</li> <li>The tenderer shall be able to provide <b>a sufficient number of temporary workers</b> to accommodate the needs of the Agency (at least 20 per year).</li> </ol>	<p>Description of similar services performed in the <b>years 2016, 2015, 2014, 2013 and 2012</b> by completing the table provided in Annex IV b.1 including the following information:</p> <ul style="list-style-type: none"> <li>- List of companies/organisations/authorities to which temporary workers were provided;</li> <li>- Number of temporary workers provided per company/organisation/authority per year.</li> </ul>

<sup>8</sup> Optional for contracts below directive threshold



b.	<p><b>Expertise of Tenderer</b></p> <p>The Tenderer shall have the ability to respond to the needs of the Agency in the sourcing and provision of suitable temporary workers.</p>	<ol style="list-style-type: none"> <li>1. The tenderer shall submit a list of the profiles of provided temporary workers (matching to those listed in 2.3), as well as their language skills (at least good English language skills) in the last three years (2016, 2015, 2014) using the template provided in Annex IV b.2</li> <li>2. The tenderer shall submit a sample of their database of temporary workers with information on profiles and language skills.</li> </ol>
c.	<p><b>Project team of the Tenderer</b></p> <p>The Tenderer shall ensure the provision of the highest level of services to both EASA and its temporary workers at all times through a dedicated project team;</p> <ol style="list-style-type: none"> <li>1. The Tenderer shall nominate a competent and suitable focal point trained in the field of Human Resources with at least three years of relevant professional experience (acting as a liaison between the Tenderer and the Agency) and very good command of the English language (at least C1 level)<sup>9</sup>;</li> <li>2. The Tenderer shall also nominate a</li> </ol>	<p>Provision of an overview of the proposed project team (using the template provided in Annex IV.c) with:</p> <ol style="list-style-type: none"> <li>1) Provision of extensive CV of the foreseen focal point for EASA (using the EU CV format available at: <a href="http://europass.cedefop.europa.eu/en/home">http://europass.cedefop.europa.eu/en/home</a>) and</li> <li>2) Provision of extensive CV of the foreseen focal point for the temporary workers highlighting the adequate qualification and relevant professional experience (using the EU CV format available at: <a href="http://europass.cedefop.europa.eu/en/home">http://europass.cedefop.europa.eu/en/home</a>).</li> </ol>

<sup>9</sup> <http://europass.cedefop.europa.eu/resources/european-language-levels-cefr>

	<p>competent and suitable focal point to provide daily support and advice to temporary workers with excellent communication skills having at least three years of relevant professional experience in the fields of HR and a very good command of the English language (at least C1 level)<sup>10</sup>.</p> <p><i>The focal point stated under point 1 and 2 may be the same person (please refer to 2.4.8.1), provided that the requirements under 1 and 2 are fulfilled by a single person.</i></p>	
d.	<p><b>Facilities of the Tenderer</b></p> <p>The Tenderer shall ensure physical presence in Cologne <b>at least once per month</b> for the temporary workers <b>and within 24 hours</b> upon request.</p>	<p>Declaration of honour / relevant proof (e.g. office in Cologne already existing or documentation of the arrangements the tenderer will have in place, to ensure presence in Cologne for temporary workers at least once per month and within 24 hours on EASA 's request) (using the template provided in Annex IV.d)</p>
ve	<p><b>Quality Management System shall be in place</b></p>	<p>Proof of a quality management system in place such as DIN EN ISO 9001 or equivalent system.</p>
f.	<p><b>Environmental Considerations:</b> The tenderer shall have / adopt a suitable environmental policy.</p>	<p>A description or copy of the tenderer's environmental policy (specifying the status of implementation).</p>
g.	<p><b>Absence of conflict of interest</b></p> <p>The tenderer shall not be in any situation, which could give rise to a professional conflicting interest in what concerns the performance and/or implementation of the contract.</p>	<p>Provision of duly signed tender submission form (Annex I) including declaration on "professional conflicting interest" (section 7).</p> <p>Please note that the Agency reserves the right to reject any tenderer that is found to be in a situation of professional conflicting interest, in relation to this tender / contract.</p>

<sup>10</sup> <http://europass.cedefop.europa.eu/resources/european-language-levels-cefr>

**\*Important Note:** the Agency reserves the right to ask for clarification or further material in the case that the documents submitted are not found as adequate evidence that the tender fulfils the exclusion and/or selection criteria.

### 3.3 Award Criteria

The award of contracts is based on the most economically advantageous tender. Only the tenderers satisfying the minimum requirements of the technical specifications and fulfilling the requirements of the exclusion and selection criteria are eligible for contract award.

The contract shall be awarded to the two (maximum) best-ranked tenderers offering the best-value-for-money (best price-quality ratio).

#### 3.3.1 Assessment of Technical Quality

##### Technical Offer & Evaluation

The quality of technical offers reaching this stage will be evaluated in accordance with the technical award criteria and the associated weighting as detailed in the evaluation grid below. The technical offer shall contain all necessary information to allow evaluation of the tender (according to the technical award criteria), be consistent with the technical specifications and be signed by the tenderer.

##### Technical Quality Threshold:

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

Additionally, tenders must score at least **50% or more** in each individual technical award criterion to be considered further for financial evaluation.

NR.	TECHNICAL AWARD CRITERIA	CONTENT OF TECHNICAL OFFER	MAX POINTS
1	<b>Response to EASA requests for Temporary Workers:</b>  Timely provision of sufficient number of CVs following the request for the provision of a temporary worker submitted by the Agency to the Contractor (proposed procedure - sourcing methods - minimum number of profiles - maximum response time).	<ul style="list-style-type: none"> <li>Proposed procedure for ensuring the timely provision of CVs of temporary workers;</li> <li>Description of sourcing methods for establishing a sufficient number of qualified candidates (e.g. existing pool, advertisements in media etc.);</li> </ul>	25

		<ul style="list-style-type: none"> <li>▪ Suggested number of profiles to be submitted for each request to allow the Agency to have a sufficient range of options (minimum of four CVs per request);</li> <li>▪ Proposed response time (maximum of three days per request).</li> </ul>	
2	<b>Provision of qualitative CVs of temporary workers for EASA:</b>  Submission of qualitative and suitable CVs following the request of the Agency for a temporary worker (e.g. pre-selection methods, pre-selection tools etc.).	<ul style="list-style-type: none"> <li>▪ Description of the pre-selection methods / tools of temporary workers prior to proposing profiles to EASA (e.g. assessment of CVs, interviews/tests etc.);</li> <li>▪ Description of other methods / tools used to ensure that the proposed candidates match the requested profiles and have the necessary skills, experience and competences for a specific assignment;</li> <li>▪ Submission of pre-selection information / possible test results to EASA along with the CVs;</li> <li>▪ Description sourcing methods, process of matching of positions with profiles etc.</li> </ul>	25
3	<b>Contract management for the temporary workers of EASA</b>  Sound management of specific contracts at all times (preparation, signature, monitoring and reporting systems, flexibility of processes etc.).	<ul style="list-style-type: none"> <li>▪ Description of procedure to ensure the timely preparation of contracts;</li> <li>▪ Description of procedure to ensure the timely signature of the contracts by the temporary workers;</li> <li>▪ Proposed monitoring and reporting system for expiring contracts;</li> </ul>	20

		<ul style="list-style-type: none"> <li>Proposed monitoring and reporting system of budget consumption per specific contract over a given period;</li> <li>Flexibility for deviation from administrative formalities governing the entry into service, replacement and leaving the service of temporary workers, if deemed necessary and in exceptional cases.</li> </ul>	
<b>4</b>	<p><b>Appropriate/qualitative Involvement of the Contractor Dedicated Project Team (focal points) for the whole duration of the contract.</b></p> <p>Continuous, effective and high-level involvement of the key personnel of the Contractor for the project both for EASA and for the temporary workers.</p> <p><b>a. Reactiveness and efficiency of the focal point for EASA:</b></p> <p><b>b. Reactiveness and efficiency of the focal point for temporary workers:</b></p>	<p>a.</p> <ul style="list-style-type: none"> <li>Means of ensuring that EASA shall have a competent dedicated focal point and will have priority over other requests during the whole duration of the contract;</li> <li>Proposals for guarantying availability of EASA focal point for EASA during weekdays and office hours (08:30 – 16:30);</li> <li>Back-up solution in case of absence/replacement requested by EASA etc.</li> </ul> <p>b.</p> <ul style="list-style-type: none"> <li>Means of ensuring that temporary workers shall have a competent dedicated focal point during the whole duration of the contract;</li> <li>Proposed procedure for responding to the needs of the temporary workers (e.g. availability and competence of focal point for answering questions, solving problems, as well as positive approach</li> </ul>	<b>15</b>

		to communication with temporary workers etc.); <ul style="list-style-type: none"> <li>Proposals for guarantying availability of the focal point for the temporary workers on weekdays and office hours (08:30 – 16:30);</li> <li>Back-up solution in case of absence/replacement requested by EASA etc.</li> </ul>	
5	<b>Sound management of temporary workers</b> (Benefits, administrative processes, preparation of temporary workers for placement with EASA (following EASA specificities (cultural organisational requirements, (European) public administration, multicultural context, monitoring of performance etc.).	<ul style="list-style-type: none"> <li>Description of methods in place to ensure compliance with the basic principles of fair and equal treatment, non-discrimination and transparency, in particular with regard to the benefits, as defined in the applicable collective pay agreement<sup>11</sup>, e.g. reimbursement of travel costs, job ticket, expenditure for food, etc. for temporary workers;</li> <li>Description of clear and straight-forward administrative processes for temporary workers (recording of working time, management of leaves and absences, time sheets controlling and administration etc.);</li> <li>Procedures in place for preparing temporary workers for assignments in particular at EASA;</li> <li>Provision of training to temporary workers to the extent necessary to improve their competencies in their field of duties (outside of working hours);</li> </ul>	15

<sup>11</sup>See [http://www.personaldienstleister.de/fileadmin/user\\_upload/05\\_Presse/Downloads/170207\\_BAP\\_Basistarifwerk\\_web.pdf](http://www.personaldienstleister.de/fileadmin/user_upload/05_Presse/Downloads/170207_BAP_Basistarifwerk_web.pdf) (collective pay agreement)

		<ul style="list-style-type: none"> <li>Means of ensuring that temporary workers are clearly informed about their rights and obligations towards EASA and towards the Contractor as an employer at all times;</li> <li>Method proposed for monitoring performance of the temporary workers and processing feedback from/to EASA.</li> </ul>	
	<b>TOTAL</b>		<b>100</b>

### 3.3.2 Assessment of Price

#### Financial Evaluation

The financial evaluation will be made on the basis of the prices offered in the financial offer (Annex V). The financial offer must be presented strictly in the format provided in **Annex V** and shall comprise of:

- ✓ **Part A – Price list**, which will be taken into account as the valid and binding prices for the later contract implementation, and,
- ✓ **Part B – Yearly Scenario**, which is derived from the prices presented in Part A, and form the basis of the financial evaluation as described below.

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

The financial evaluation will be made on the basis of the price offered in the model financial offer (Annex V, part B) applying the following formula:

$$\text{Financial Score for Tender X} = 100 * (\text{Cheapest yearly scenario Price} / \text{yearly scenario Price of Tender X})$$

#### Financial Offer

- The financial offer must be presented in the format provided in **Annex V - Model Financial Offer** including one sheet indication of the Price List (Part A of Annex V) and the Scenario (Part B of Annex V). The Price List shall be completed by the tenderer, according to the instructions. The Scenario will update automatically and no entries shall be made on this sheet.

- Every tenderer is required to verify that the results of all data entered in the model financial offer are correct and ensure that all averages, sub-totals, totals etc. are correct and consistently provided.
- A price shall be indicated for each category and must not amount to zero. Failure to comply with this requirement may lead to rejection of the tender.
- Prices must be quoted in **EURO** and include all expenses necessary to perform the contract. **No further reimbursements shall be made whatsoever.**
- The price quoted is fixed and shall be subject to **NO revision**.
- Prices must be quoted free of any duties, taxes (such as VAT) and/or other charges, as EASA is exempt from such charges under Articles 3 and 4 of the Protocol on the privileges and immunities of the European Communities.
- Costs incurred in preparing and submitting tenders are borne by the tenderer and shall not be reimbursed.

### **3.3.3 Contract Award - Choice of the Selected Tender**

The most economically advantageous tenders are established by weighing technical quality against price on a **50 to 50** basis.

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

$$\text{Consolidated score} = \text{Technical score} * 0,50 + \text{Financial score} * 0,50$$

The tenderers will be placed into a ranked list. The framework contracts will be awarded to the two (maximum) best ranked tenders.



## ANNEX I - TENDER SUBMISSION FORM

1. SUBMITTED by (i.e. the identity of the tenderer)	
Tenderer (Legal Name)	
Legal Address	
Postal Address for Tender <i>(if different from above)</i>	
Nationality <i>(country of registration)</i>	
VAT Registration Number	

2. CONTACT PERSON for this Tender <i>(to act as focal point for all communication which may take place between EASA and the tenderer)</i>	
Name	
Organisation	
Address	
Telephone	
E-mail	

3. AUTHORISED SIGNATORY for this Tender <i>(i.e. legally authorised representative of the tenderer)</i>	
Name	
Position	
Address	
Documentary Evidence Attached	<input type="checkbox"/> Supporting documents providing evidence that above-mentioned signatory is legally empowered to represent / sign on behalf of the tenderer attached.

4. INFORMATION ON JOINT TENDERS			
Tender is submitted on behalf of a Consortium <i>(indicate as applicable)</i> YES <input type="checkbox"/> / NO <input type="checkbox"/>			
Role	Name(s) of legal entity or entities submitting this tender	SME (small or medium-sized enterprise <sup>12</sup> )	Nationality
Leader (as above)		YES <input type="checkbox"/> / NO <input type="checkbox"/>	

<sup>12</sup> <http://eur-lex.europa.eu/legal-content/EN/LSU/?uri=CELEX%3A32003H0361>

<b>Member 1</b>		YES <input type="checkbox"/> / NO <input type="checkbox"/>	
<b>Member 2</b>		YES <input type="checkbox"/> / NO <input type="checkbox"/>	

Add / delete additional lines for consortium members as appropriate. **Please note that a sub-contractor IS NOT considered to be a consortium member.**

5. INFORMATION ON SUB-CONTRACTING		
Tenderer shall make use of sub-contractors (indicate as applicable) YES <input type="checkbox"/> / NO <input type="checkbox"/>		
In line with section 1.6 we/I undertake to guarantee the eligibility of the sub-contractor(s) for the parts of the contract for which we have stated our intention to sub-contract in the technical offer.		
Name	Nationality	% Sub-contracted

Add / delete additional lines for sub-contractors as appropriate.

<b>6. SUBMISSION CHECKLIST (i.e. content of the offer)</b> - Our tender is made up of the following documents, duly signed and dated:
---

ENVELOPE A – ADMINISTRATIVE DOCUMENTS			
	Single Tenderer / Consortium Leader	Consortium Members	Sub-contractors
✓ <b>Tender Submission Form</b> (front page of admin docs) – using template in <b>Annex I.</b>	<input type="checkbox"/>	N/A	N/A
✓ <b>Declaration of Honour</b> (section 3.1 Exclusion Criteria) – using template in <b>Annex II.</b>	<input type="checkbox"/>	<input type="checkbox"/>	N/A
✓ <i>In case of sub-contracting (section 1.6):</i> <b>Sub-contractors Declaration</b> – <b>Annex III.</b>	N/A	N/A	<input type="checkbox"/>
✓ <b>Financial Identification Form</b> – using the template downloadable from the EASA Procurement Webpage: <a href="http://www.easa.europa.eu/the-agency/procurement">http://www.easa.europa.eu/the-agency/procurement</a>	<input type="checkbox"/>	N/A	N/A
✓ <b>Legal Entity Form</b> (section 3.2.1 Legal & Regulatory Capacity) – using the indicated in and providing the supporting documents requested in section 3.2.1.	<input type="checkbox"/>	<input type="checkbox"/>	N/A
✓ <b>Economic &amp; Financial Capacity Documents</b> (section 3.2.2) – using template in <b>Annex IV.a</b> accompanied by the documents requested therein.	<input type="checkbox"/>	<input type="checkbox"/>	N/A
✓ <i>In case of consortia (section 1.5):</i> <b>Consortium agreement</b> (if already available), or, <b>powers of attorney</b> issued by the consortium members empowering the representative of the consortium leader (tenderer) to submit a tender on their behalf.	<input type="checkbox"/>	<input type="checkbox"/>	N/A
ENVELOPE B – TECHNICAL DOCUMENTS (one signed original & 3 copies)			
✓ <b>Technical &amp; Professional Capacity Documents</b> (section 3.2.3 – evidence required).	<input type="checkbox"/>		
✓ <b>Technical Offer</b> (section 3.3.1 of the specifications).			
ENVELOPE C - FINANCIAL DOCUMENTS (one signed original & 3 copies)			
✓ <b>Financial Offer</b> (section 3.3.2) - using the template in <b>Annex V</b>	<input type="checkbox"/>		

## 7. DECLARATION

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.

Furthermore we hereby solemnly declare that:

- **In the case of consortium:** 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.
- We accept the **validity period** stipulated in section **1.9** of the Tender Specifications.
- We declare and confirm our unconditional and irrevocable **acceptance of all the terms and conditions** set out in the Procurement Documents (Contract Notice, Procurement Documents - Part I - invitation to tender, Part II - tender specifications and Part III - draft contract) and, where appropriate, waiver of our own general or specific terms and conditions. *Please note that this acceptance shall be fully binding on the tenderer as of submission of the tender and, in case of successful contract award, for the entire duration of the contract.*
- **Professional Conflicting Interest:**
  - We are not and shall not be in any situation which could give rise to a professional conflicting interest in what concerns the performance and/or implementation of the contract.
  - We also declare that in the case that we are found to be in a situation of professional conflicting interest, in relation to this tender / contract, we understand that our tender shall be rejected.
  - In the event of the contract being awarded to us, we undertake to act with complete impartiality and in good faith in what concerns its performance and outcome and to immediately declare to EASA in writing any situation that might raise concerns with respect to professional conflicting interest, impartiality or otherwise affect our position/ability to duly and appropriately perform the contract.
- We are aware that there is **no possibility of negotiating the contract** and, should the contract be awarded to us hereby undertake to duly sign it with the same terms and conditions and substantially in the form enclosed in the procurement documents.
- We are also aware and agree that **non-acceptance of terms and/or conditions** as cited above **may lead to the exclusion of our tender** for non-compliance with the tender conditions.

<b>Name</b>	
<b>Date &amp; Signature</b>	

## ANNEX II - DECLARATION OF HONOUR (ON EXCLUSION CRITERIA & SELECTION CRITERIA)

**(To be completed by tenderer and (in the case of joint tenders) by each consortium member)**

<b>Name of the individual:</b>	
<b>ID or Passport number:</b>	
Representing* [himself/herself][the following legal person]:	
<b>Full official name:</b>	
<b>Official legal form</b>	
<b>Full official address:</b>	
<b>Statutory registration number:</b>	
<b>VAT registration number:</b>	

*\*Please choose adequate form and delete as appropriate – individual representing themselves (i.e. freelance consultant, expert etc.) or individual representing a legal body (i.e. company, organisation etc.)*

(1) Declares whether the above-mentioned person is in one of the following situations or not (PLEASE TICK YES OR NO):		
SITUATION OF EXCLUSION CONCERNING THE PERSON	YES	NO
(a) it is bankrupt, subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under national legislation or regulations;	<input type="checkbox"/>	<input type="checkbox"/>
(b) it has been established by a final judgement or a final administrative decision that the person is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the law of the country in which it is established, with those of the country in which the contracting authority is located or those of the country of the performance of the contract;	<input type="checkbox"/>	<input type="checkbox"/>
(c) it has been established by a final judgement or a final administrative decision that the person is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:		
(i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) entering into agreement with other persons with the aim of distorting competition;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) violating intellectual property rights;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) attempting to influence the decision-making process of the contracting authority during the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>

(v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(d) it has been established by a final judgement that the person is guilty of any of the following:		
(i) fraud, within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995;	<input type="checkbox"/>	<input type="checkbox"/>
(i) corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of EU Member States, drawn up by the Council Act of 26 May 1997, and in Article 2(1) of Council Framework Decision 2003/568/JHA, as well as corruption as defined in the legal provisions of the country where the contracting authority is located, the country in which the person is established or the country of the performance of the contract;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) terrorist-related offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision;	<input type="checkbox"/>	<input type="checkbox"/>
(v) child labour or other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
(e) the person has shown significant deficiencies in complying with the main obligations in the performance of a contract financed by the Union's budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by an Authorising Officer, OLAF or the Court of Auditors;	<input type="checkbox"/>	<input type="checkbox"/>
(f) it has been established by a final judgment or final administrative decision that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;	<input type="checkbox"/>	<input type="checkbox"/>
(g) for the situations of grave professional misconduct, fraud, corruption, other criminal offences, significant deficiencies in the performance of the contract or irregularity, the applicant is subject to:	<input type="checkbox"/>	<input type="checkbox"/>
(i) facts established in the context of audits or investigations carried out by the Court of Auditors, OLAF or internal audit, or any other check, audit or control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body;		
(ii) non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics;		
(iii) decisions of the ECB, the EIB, the European Investment Fund or international organisations;		
(iv) decisions of the Commission relating to the infringement of the Union's competition rules or of a national competent authority relating to the infringement of Union or national competition law; or		
(v) decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body.		

**[Only for legal persons other than Member States and local authorities, otherwise delete this table]**

- (2) Declares whether a natural person who is a member of the administrative, management or supervisory body of the above-mentioned legal person, or who has powers of representation, decision or control with regard to the above-mentioned legal person (this covers the company directors, members of the management or supervisory bodies, and cases where one natural person holds a majority of shares) is in one of the following situations or not (PLEASE TICK YES OR NO):**

<b>SITUATIONS OF EXCLUSION CONCERNING NATURAL PERSONS WITH POWER OF REPRESENTATION, DECISION-MAKING OR CONTROL OVER THE LEGAL PERSON</b>	<b>YES</b>	<b>NO</b>
Situation (c) above (grave professional misconduct)	<input type="checkbox"/>	<input type="checkbox"/>
Situation (d) above (fraud, corruption or other criminal offence)	<input type="checkbox"/>	<input type="checkbox"/>
Situation (e) above (significant deficiencies in performance of a contract )	<input type="checkbox"/>	<input type="checkbox"/>
Situation (f) above (irregularity)	<input type="checkbox"/>	<input type="checkbox"/>

- (3) Declares whether a natural or legal person that assumes unlimited liability for the debts of the above-mentioned legal person is in one of the following situations or not (PLEASE TICK YES OR NO OR N/A):**

<b>SITUATIONS OF EXCLUSION CONCERNING NATURAL OR LEGAL PERSONS ASSUMING UNLIMITED LIABILITY FOR THE DEBTS OF THE LEGAL PERSON</b>	<b>YES</b>	<b>NO</b>	<b>N/A</b>
Situation (a) above (bankruptcy)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (b) above (breach in payment of taxes or social security contributions)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- (4) Declares whether the above-mentioned person is in one of the following situations or not (PLEASE TICK YES OR NO):**

<b>GROUND FOR REJECTION FROM THIS PROCEDURE</b>	<b>YES</b>	<b>NO</b>
(h) has not distorted competition by being previously involved in the preparation of procurement documents for this procurement procedure;	<input type="checkbox"/>	<input type="checkbox"/>

- (5) Acknowledges that the above-mentioned person may be subject to rejection from this procedure and to administrative sanctions (exclusion or financial penalty) if any of the declarations or information provided as a condition for participating in this procedure prove to be false.**

- (6) Declares whether the above-mentioned person complies with the selection criteria as provided in the tender specifications (PLEASE TICK YES OR NO):**

<b>SELECTION CRITERIA</b>	<b>YES</b>	<b>NO</b>
(a) It has the legal and regulatory capacity to pursue the professional activity needed for performing the contract as required in section 3.2.1 of the tender specifications;	<input type="checkbox"/>	<input type="checkbox"/>
(b) It fulfills the applicable economic and financial criteria indicated in section 3.2.2 of the tender specifications;	<input type="checkbox"/>	<input type="checkbox"/>

(c) It fulfills the applicable technical and professional criteria indicated in section 3.2.3 of the tender specifications.	<input type="checkbox"/>	<input type="checkbox"/>
---	--------------------------	--------------------------

(7) The above-mentioned person as legal representative of the tenderer or legal representative of the leader of the consortium in case of joint tender, declares that:			
	YES	NO	N/A
the tenderer, including all members of the group in case of joint tender and including subcontractors if applicable, complies with all the selection criteria for which a consolidated assessment will be made as provided in the tender specifications.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(8) Declares that the above-mentioned person will be able to provide the necessary supporting documents listed in the relevant sections of the tender specifications and which are not available electronically upon request and without delay.
---

(9) Declares that the above-mentioned person complies with applicable environmental, social and labour law obligations established by Union law, national legislation, collective agreements or the international environmental, social and labour conventions listed in Annex X to the Public Procurement Directive <sup>13</sup> .
--

**\*IMPORTANT NOTES:**
**✓ Remedial Measures:**

If the person declares one of the situations of exclusion listed above, it should indicate the measures it has taken to remedy the exclusion situation, thus demonstrating its reliability. They may include e.g. technical, organisational and personnel measures to prevent further occurrence, compensation of damage or payment of fines. The relevant documentary evidence which appropriately illustrates the remedial measures taken should be provided in annex to this declaration. This does not apply for the situations referred in point (d) of this declaration.

**✓ Evidence upon request:**

Upon request, the tenderer(s) to whom the contract is to be awarded **shall provide, within 15 days following notification of award and preceding the signature of the contract, the following documentary evidence in original to confirm the declaration:**

- For situations described in (a), (c), (d) or (f), production of a recent extract from the judicial record is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the person showing that those requirements are satisfied.
- For the situation described in point (a) or (b), production of recent certificates issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the person is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.

Where any document described above is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

<sup>13</sup> Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014: <http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex:32014L0024>



*\*Note: If the tenderer has already submitted such evidence for the purpose of another procurement procedure, its issuing date does not exceed one year and it is still valid, the person shall declare on its honour that the documentary evidence has already been provided and confirm that no changes have occurred in its situation.*

<b>Name</b>	
<b>Date &amp; Signature</b>	

## ANNEX III – SUB-CONTRACTORS DECLARATION

*(To be completed by each sub-contractor including freelance consultants)*

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

<b>Name of Tenderer:</b>	
<b>Name of the individual</b> <i>(authorised signatory)</i>	
representing the following legal person: <i>(only if the economic operator is a legal person)</i>	
<b>Name of Company / Organisation:</b>	
<b>Legal address:</b>	
<b>Registration number/ID Card No.:</b>	
<b>VAT number:</b>	

<b>DECLARATION OF INTENT</b>
I, the undersigned, being the authorised signatory of the above company hereby solemnly declare and confirm our irrevocable undertaking to collaborate with the above named tenderer should they win the contract and that all appropriate and necessary resources from our part shall be put at the tenderer's disposal for the performance of the contract.
<b>DECLARATION OF HONOUR (ON EXCLUSION CRITERIA)</b>
Furthermore, declares on oath that the above-mentioned natural/legal person is not in one of the situations of exclusion situations listed in Articles 106 and 107 of the Financial Regulation (FR) <sup>14</sup> .

<b>Name</b>	
<b>Date &amp; Signature</b>	

<sup>14</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 of 26.10.2012, p. 1) as amended (<http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:32015R1929>).

**ANNEX IV.a – SELECTION CRITERIA – 3.2.2 ECONOMIC & FINANCIAL CAPACITY**

<b>Name of Tenderer:</b>	
<i>(In case of consortia:</i> <b>Name of Consortium Member: )</b>	

In line with section 3.2.2 – Economic & Financial Capacity (Selection Criteria) please complete the table below with the information and supporting documents requested.

Statement of Annual Turnover [concerning the services covered by the contract]		
Year	Annual Turnover concerning the services covered by the contract ( <i>indicating currency</i> )	Balance Sheets or Extracts from Balance Sheets Provided / Attached to Offer
2016*	<complete>	<input type="checkbox"/>
2015	<complete>	<input type="checkbox"/>
2014	<complete>	N/A
*in case not available, please provided 2013		

<b>Name</b>	
<b>Date &amp; Signature</b>	

## ANNEX IV.b 1 – SELECTION CRITERIA – 3.2.3 TECHNICAL & PROFESSIONAL CAPACITY – EXPERIENCE OF THE TENDERER

<b>Name of Tenderer:</b>	
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In line with section 3.2.3 – Technical & Professional Capacity (Selection Criteria) please complete the table below with the information and supporting documents requested.

	Client /Company Name**	Project / Contract Start – End Date (2012 – 2016)	Description of Services	Number of concluded contracts / (2012 – 2016)	Number of provided temporary workers (at least 20 per year)	Financial Volume of Services (EUR)***
1.						
2.						
3.						
*						

*\*More rows/columns can be added by the tenderer where necessary*

**\*\* Where this cannot be disclosed, please indicate company type or equivalent**

**\*\*\* Where this cannot be disclosed other means to verify the scope/volume shall be presented i.e. range**

<b>Name</b>	
<b>Date &amp; Signature</b>	

## ANNEX IV.b 2 – SELECTION CRITERIA – 3.2.3 TECHNICAL & PROFESSIONAL CAPACITY – EXPERTISE OF THE TENDERER

<b>Name of Tenderer:</b>	
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In line with section 3.2.3 – Technical & Professional Capacity (Selection Criteria) please complete the table below with the information and supporting documents requested.

Profiles & language skills of temporary workers' placements			
Year	Company	Profiles	Language Skills
2016		1. Job title 1  Main tasks	1. Job title 1 Required language skills:
		2. Job title 2  Main tasks	2. Job title 2 Required language skills:
		3. Job title 3  Main tasks	3. Job title 3 Required language skills:
2015		1. Job title 1  Main tasks	1. Job title 1 Required language skills:

		2. Job title 2 Main tasks	2. Job title 2 Required language skills:
		3. Job title 3 Main tasks	3. Job title 3 Required language skills:
<b>2014</b>		1. Job title 1 Main tasks	1. Job title 1 Required language skills:
		2. Job title 2 Main tasks	2. Job title 2 Required language skills:
		3. Job title 3 Main tasks	3. Job title 3 Required language skills:

<b>Name</b>	
<b>Date &amp; Signature</b>	

## ANNEX IV.c 1– TECHNICAL & PROFESSIONAL CAPACITY - OVERVIEW OF THE PROPOSED PROJECT TEAM

<b>Name of Tenderer:</b>	
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In line with section 3.2.3 – Technical & Professional Capacity (Selection Criteria) please complete the table below with the information and supporting documents requested.

Focal points	Name	Focal points Role / Main Responsibilities in Project Team/Contract Implementation	Employment Status (i.e. <i>employed, sub-contracted, staff member of consortium partner etc.</i> )	Qualification /training	Professional experience	Level of English	CV included in offer
1.							<input type="checkbox"/>
2.							<input type="checkbox"/>

<b>Name</b>	
<b>Date &amp; Signature</b>	



**ANNEX IV.d – TECHNICAL & PROFESSIONAL CAPACITY – DECLARATION ON HONOUR: ENSURANCE OF PHYSICAL PRESENCE IN COLOGNE UPON REQUEST**

<b>Name of Tenderer:</b>	
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In line with section 3.2.3 – Technical & Professional Capacity (Selection Criteria) please complete the table below with the information and signed this declaration.

Confirmation that, and realistic indication of how physical presence in Cologne at least one per month for the temporary workers and within 24 hours upon request can be ensured.

<b>Office in Cologne</b>	<b>Alternative</b> documentation of the arrangements the Tenderer will have in place to ensure presence in Cologne (at least one per month for the temporary workers and within 24 hours upon request)
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<b>Name</b>	
<b>Date &amp; Signature</b>	

## **ANNEX IV.e - PAYGROUPS AND JOB SPECIFICATIONS**

*(See excel table as attached)*

## **ANNEX IV.f - EASA HOLIDAYS CALENDAR**

*(See table as attached)*

## **ANNEX V - MODEL FINANCIAL OFFER**

*(See Annex V in excel format)*