

QUESTIONS AND ANSWERS PERTAINING TO THE TENDER PROCEDURE
EASA.2009.OP.03 - "Provision of Temporary Workers for the European Aviation Safety Agency"

Updated and final version - 11 March 2009

	DATE	QUESTIONS	ANSWERS
1.	03/03/2009	<p>At http://www.easa.europa.eu/ws_prod/g/g_procurement_main.php you have posted a CV TEMPLATE.</p> <p>To complete our candidature, we have to attach several CVs.</p> <p>Do they have to be in your CV template's format?</p>	<p>Please note that we will not exclude tenderers for submitting CVs in a format different than the one mentioned in Annex III of the respective Tender Specifications.</p> <p>However, we strongly recommend submitting the CVs in the template as published on our website.</p>
2.	04/03/2009	<p>Referring to the Tender Specifications item 2.3 on page 8 to 9 and Annex II, is my understanding correct that you do not ask for price quotes per particular qualification of workers but rather request only 9 prices according to Annex II – Collective Agreement on Agency Work?</p>	<p>Yes, please provide us only with the 9 prices (hourly rate) as listed in Annex II. Please refer also to section 4.4 of the Tender Specifications, page 18 to 19, for further information.</p>
3.	04/03/2009	<p>Is my understanding correct that referring to page 11 of the Tender Specifications according to step 2, there is a possibility to adapt the price according to the individual education and personal experience and knowledge of the proposed worker?</p>	<p>No. Costs for temporary workers depend on the position at EASA and not on the profile of the candidate.</p>
4.	06/03/2009	<p>Referring to the Tender Specifications, item 2.3 "Outline of the service required": Is a complete overview of the job titles (and ideally job descriptions) available that were requested in the last years?</p>	<p>Such an overview is not available. The overall focus is on various administrative support roles (secretary, financial assistant, helpdesk assistant, and administrative assistant).</p>

5.	06/03/2009	How long is the average placement duration of temporary workers?	It varies depending on the job profile. A very rough, not always applicable estimation : min. 3 months and max. 1 year.
6.	06/03/2009	How often does it occur that temporary workers are hired by EASA (temporary-to-permanent) and on average after which temporary placement duration is this the case?	As EASA has to adhere to the strict recruitment regulations as defined in the EU staff regulations, we are not in the position to offer interims contracts (e.g. because they performed well and there is a vacant post). Any interim is free to apply for any external selection procedure organised by EASA, but they will be treated as any other candidate applying for a vacant post. We do not track the success rate.
7.	06/03/2009	Is it possible to name two different focal points of contact to EASA, one for this tender and one for the later day-to-day business dealings?	Concerning contacts with regard to this tender procedure please refer to section 1.8 of the Tender Specifications. Please assure the correctness of the recipient email addresses at EASA. The contact point for future day-to-day business will be mentioned in the Contract awarded.
8.	06/03/2009	On average, how many hours do temporary workers at EASA work per week?	37,5 hrs per week.
9.	06/03/2009	The link to the Eurostat New Cronos Database in section I.3.3 of the Framework Contract does not appear to be working. Could you verify the correct link or provide the information in a different format?	Our apologies that the link does not work. Please find the correct link: Office for Official Publications of the European Communities in the <i>Eurostat monthly bulletin</i> at http://www.ec.europa.eu/eurostat/

10.	06/03/2009	Does the signature and submission of Annex VII 3. Statement, also mean acceptance of and agreement to the Framework Contract in its current form?	As indicated under item 4. of the Invitation to tender, submission of a tender implies acceptance of all the terms and conditions set out in the invitation, the specifications and the draft contract, thus, also of the draft Framework Contract. The General Conditions will remain at the current form. The Special Conditions are completed at a later stage, in line with the Tender Specifications.
11.	06/03/2009	Is the Framework Contract negotiable or will it have to be accepted as it is (we note that the Framework Contract provides for alternative clauses and substantial dates, deadlines and figures still need to be inserted)? Also, what would a draft contract look like that implements the Framework Contract for each order made thereunder?	Please refer to the answer given to question n°. 10. The published draft Framework Contract will be completed in line with the Tender Specifications. The Framework Contract will be implemented by one of the drafts published on our website, i.e. order form or specific contract.
12.	06/03/2009	Article I.8 of the Framework Contract: Here, it is stated that the contract shall be governed by "Community law" Please explain what such term shall comprise or relate to, in particular as opposed to applicable domestic law in Germany such as the Arbeitnehmerüberlassungsgesetz. Could you, therefore, please provide us with a definition of Community Law or make a list available of those Community laws that shall be applicable to the Framework Contract?	Community Law in the sense of Article I.8.1 of the draft Framework Contract reflects those provisions which apply to the Agency (e.g. the Financial Regulation applicable to the general budget of the European Communities and its Implementing Rules, associated legislation as well as case law of the European Court of Justice). EC-Directives implemented into national law are considered as national law.
13.	06/03/2009	Article II.2 of the Framework Contract: The liability allocation in Article II.2 is not entirely clear to us as far as the scope of	The Contractor will be liable for damages as a result of the improper selection of the temporary

		liability is concerned. Liability is triggered for actions/omissions "in performance of the Contract". Does this mean that the Contractor would only be liable for damages as a result of the improper selection of the temporary employees provided to EASA or does this mean the Contractor would actually be liable for any damages caused by the temporary employees provided to EASA?	employees provided to EASA.
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