

Specifications attached to the Invitation to Tender

EASA.2009.OP.10

Provision of language training and language  
certification tests for EASA staff members

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## **Introduction to EASA**

The European Aviation Safety Agency, (hereinafter “EASA” or “the Agency”), is an agency of the European Union, which has been given specific regulatory and executive tasks in the field of aviation safety. The Agency constitutes a key part of the European Union’s strategy to establish and maintain a high uniform level of civil aviation safety in Europe.

The main tasks of the Agency currently include:

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

Based in Cologne, the Agency already employs around 450 professionals from across Europe. It will continue to recruit highly qualified specialists and administrators in the coming years as it consolidates its position as Europe’s centre of excellence in aviation safety.

Further information can be found on the Agency’s web site at <http://www.easa.europa.eu>

## 1 Overview of this tender

### 1.1 Description of the contract

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

### 1.2 Timetable

Summary timetable	Date	Comments
Launch date	20 March 2009	
Deadline for request of clarifications from EASA	04 May 2009	
Last date on which clarifications are issued by EASA	08 May 2009	
<b>Deadline for submission of tenders</b>	15 May 2009	Tenders delivered by hand shall be submitted not later than <b>17:00h Local Time</b>
Opening session	25 May 2009 <sup>1</sup>	11.00 a.m. local time
Completion date for evaluation of tenders	June 2009	Estimate
Signature of contracts	July 2009	Estimate

### 1.3 Participation in the tender procedure

This procurement procedure is open to any natural or legal person wishing to bid for the assignment and established in the EU, the EEA, an EASA partner country or any other country covered by the WTO Government Procurement Agreement.

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

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

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<sup>1</sup> Maximum one legal representative per participating tenderer may attend the opening session. Tenderers shall inform the Agency of their intention to attend, at least 5 days prior to the opening session.

#### **1.4 Participation of consortia**

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

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

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

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

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

#### **1.5 Subcontracting**

The services may be subcontracted to other service providers.

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

## 1.6 Presentation of the tenders

The tenders must comply with the following conditions:

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

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

- the reference number of the invitation to tender **No. EASA.2009.OP.10**
- the project title “***Provision of language training and language certification tests for EASA staff members***”
- the name of the Tenderer
- the indication “***Tender - Not to be opened by the internal mail service***”
- the address for submission of tenders (*as indicated in the letter of invitation to tender*)
- the date of posting (*if applicable*) should be legible on the outer envelope.

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

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

#### **Envelope A – Administrative documents**

- the **Tender Submission Form** found in **Annex VII**
- the exclusion criteria declaration as requested in point 3.1 and based on the standard template found in **Annex IV**
- the legal entity form found as requested in point 3.2 and based on the standard template found in **Annex V**
- the financial identification form as found in **Annex VI**
- the selection criteria documents as requested in point 3.2
- the **consortium agreement (if applicable)**

#### **Envelope B – Technical proposal**

One signed original and **three** copies of the technical proposal providing all information requested in point 4.2 including information relevant to subcontracting as requested in point 1.5.

#### **Envelope C – Financial proposal**

One signed original and **three** copies of the financial proposal based on the format found in **Annex II**

### 1.6.2 The original tender must be marked “***ORIGINAL***”, and the copies signed in the same way as the original and marked “***COPY***”.

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

It is extremely important that tenders be presented in the correct format and include all documents necessary to enable the evaluation committee to assess them. Failure to

respect these requirements will constitute a formal error and may result in the rejection of the tender.

### **1.7 Period during which the tenders are binding**

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

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

### **1.8 Contacts between EASA and the tenderers**

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

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

- At the request of the tenderer, the Agency may provide additional information solely for the purpose of clarifying the nature of the contract. Any request for additional information must be made in writing by **e-mail JOINTLY** at [tenders@easa.europa.eu](mailto:tenders@easa.europa.eu) and [alessandra.del-tin@easa.europa.eu](mailto:alessandra.del-tin@easa.europa.eu) or at the **Fax no.: +49-221.89.99.09.99** and should indicate the reference number and the title of the tender.
- Requests for additional information received after the deadline for request of clarifications from the Agency as specified in point 1.2 – Timetable will not be processed.
- The Agency may, on its own initiative, inform interested parties of any error, inaccuracy, omission or any other clerical error in the text of the call for tender.
- Any additional information including that referred to above will be published on EASA's website. Please ensure that you visit regularly the site for updates.

#### **B. 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 Agency may contact the tenderer, although such contact may not lead to any alternation of the terms of the submitted tender.

### **1.9 Visits to EASA premises**

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

### **1.10 Division into lots**

This tender is divided into the following lots:

- Lot 1: Provision of language training for German, French, Italian, Spanish and English; the training shall be provided according to the Common European Framework of Reference for Languages (CEFR)– (see Annex IX), inclusive the examinations at the end of classes at B2 level for German, French, Italian and Spanish.
- Lot 2: Provision of TELC testing - an officially recognised test - at B2 level in German, French and Italian language and in any other EU languages in which the B2 level may become available in the future for staff members who do not attend language classes.

The tenderer may submit a tender for one or both lots. Each lot will form a separate contract.

### **1.11 Scope for additional services**

The Agency may, at its own discretion, extend the project in duration and/or scope subject to the availability of funding and to satisfactory performance by the Contractor.

### **1.12 Confidentiality & public access to documents**

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

- Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 and Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data, and;
- Council Regulation (EC) No 1049/2001 of 30 May 2001 regarding public access to European Parliament, Council and Commission documents.

### **1.13 Contract provisions**

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

## 2 Terms of Reference

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

### 2.1 Introduction: background of the invitation to tender

The Agency wishes to conclude a multiple framework contract with a maximum of three contractors for the provision of language training and exams and officially recognised testing.

Since its establishment, the Agency has organised language courses in German, English and French; recently also Spanish and Italian classes have been added. Two types of courses have been offered on EASA premises: regular courses and intensive courses, covering levels from A1 to C2. The regular language lessons take place in the mornings from 8:30 to 9:30 hrs twice a week or in the evening from 18:30 to 19:30 hrs. The intensive language lessons take place twice a year and are run for 2 consecutive weeks on a daily basis for 3 hours.

Officially recognised testing sessions (TELC test) are organised for identified staff members who needed to give proof of knowledge of a third language before promotion.

To guarantee consistency in language training, examinations and officially recognised testing sessions at B2 level, all language services requested by this call have to clearly comply with the “Common European Framework of Reference for Languages” developed by the Council for Cultural Co-operation, Steering Committee for Education, Language Policy Division of the Council of Europe, which is available on the following website: [www.coe.int](http://www.coe.int)

### 2.2 Description of the subject and scope of the contract

Lot 1: Objective of language training and language examinations at the end of B2 standard language classes is to ensure that staff members can use the chosen language in the context of their professional activities and therefore continuously improve general linguistic competence. Language training should satisfy the different learning needs in terms of choice of languages, teaching methods and quality of the teaching resources. Final exams at B2 level are necessary to comply with the requirement of a proven working knowledge in a third EU language before first promotion.

Lot 2: Objective of officially recognised testing, TELC testing at B2 level is to guarantee that staff members who do not participate in EASA language training and examinations comply with the requirement of a proven working knowledge in the third European language before their first promotion. TELC test at B2 level should be provided in German, French and Italian language and any other EU languages in which B2 level may become available in the future.

#### ***Detailed typology of the services required:***

##### **LOT 1**

- A) *Provision of standard language group courses in German, French, Spanish and Italian (A1 to B2) and in English (B2 level and above) on EASA premises*

The courses shall be based on the needs of EASA staff and shall develop all the skills as requested by the Common European Framework of Reference for Languages (CEFR) – see Annex IX.

The following shall be taken into account:

- The tenderer shall provide language courses:
  - on EASA's premises;
  - between 8:30 hrs and 19:30 hrs during 5 working days, according to EASA holiday calendar and schedule; classes will mainly take place in the morning from 8:30 to 9:30 hrs and in the evening from 18:30 to 19:30 hrs.;
  - according to the requested frequency;
  - according to the requested levels;
  - according to the requested enrolment procedures;
- Classes shall be composed of a minimum of 6 and a maximum of 12 participants;
- Course structure, content, teaching materials shall be developed to cover all levels, from A1 to B2 and allow to acquire B2 level knowledge in approximately 360 hours of tuition – English standard courses should be offered as of level B2 and above;
- The placement test shall be undertaken prior to the beginning of each course to confirm the level of the language knowledge of each participant;
- Definition of objectives of the courses and continuous monitoring of learning objectives as well as advanced teaching methodologies in line with a high level pedagogical approach required for teaching of adults are requested;
- End of class assessment shall be delivered in order to confirm the ability to progress in a further class, including the delivery of a certificate of attendance;
- The following connected tasks shall be performed: checking of attendance during courses (monitoring of absences and excuses), processing data and compiling statistics at the end of each language course;
- Post-course analyses of feedbacks and surveys on satisfaction and linguistic progress;
- Before start of language course, the Agency reserves a right to receive and approve the CV of individual trainer;
- The Contractor shall allow the participation in open classes to the interested EASA staff members on their premises only upon the request of EASA – for this purpose the contractor's location should be reachable within 50 km public transport from the Agency's location.

*B) Provision of language examinations at the end of B2 standard language classes for German, French, Italian and Spanish language*

Language examinations should be run twice a year on EASA premises and be organised for staff members attending B2 standard language classes. Language examinations shall be designed in order to assess extensively all linguistic competencies as requested by the "Common European Framework of Reference for Languages" – speaking, listening, reading and writing.

- The tenderer has to guarantee a quality and professional system applied to testing exercises in terms of assessors' competence and independency, test development, invigilation, marking and confidentiality principles;
- Organisation of testing and delivery of results and certificates shall be done within a reasonable timeframe.

*C) Provision of tailored language courses on EASA premises*

Tailored language courses shall be based on the needs of EASA staff, especially for English language such as Business English, Technical English, Legal English, Administrative writing. Tailored language courses shall be offered also in French, German, Italian and Spanish language and shall account for the following:

- The contractor shall provide language courses on EASA premises between 8:30 hrs and 19:30 hrs during 5 working days;
- The contractor shall provide courses according to the schedule, frequency, levels, and enrolment procedures as requested by the Agency;
- Classes shall be composed of minimum of 6 and maximum of 12 participants;
- Prior to the beginning of each course the provision of consultancy on linguistic issue, i.e. preliminary analysis of EASA requests and expectations with identification of specific training needs, objectives, methodology shall be delivered. Based on this analysis, the contractor will be required to develop appropriate training course materials and methodology, subject to the approval of the Agency;
- Delivery of the courses and monitoring of expectations and specific objectives;
- Post-course analyses of feedbacks and surveys on satisfaction and linguistic progress;
- Before start of language course, the Agency reserves the right to receive and approve the CV of the respective trainer.

**LOT 2**

*A) Officially recognised testing TELC testing to certify B2 level linguistic knowledge*

The tenderer is requested to provide officially recognised TELC testing in German, French and Italian languages and in any other EU languages in which the B2 level may become available in the future.

Testing shall:

- Preferably take place on EASA premises or at the location of the contractor (max.50 km distance);
- Assess all the competencies as requested by CEFR;
- Be organised in short notice for individual staff members;
- Provide an officially recognised certificate, delivered in a reasonable time.

## **2.3 Teaching material and equipment**

### **LOT 1**

The contractor must take the greatest care in producing teaching aids to accompany the training courses. Teaching material shall be compliant with the skills requested by the "Common European Framework of Reference for Languages" (CEFR).

Materials and examinations produced specifically for EASA may bear the contractor's name or its logo, but only in association with the logo of the Agency and they will be the intellectual property of the Agency.

The Agency will provide the contractor with a training room with standard equipment, furniture and 8 CD players.

The contractor shall be responsible for providing any further specific equipment not listed above and necessary for the running of the courses.

The costs for the teaching and examination material shall be included in the unit price of the financial proposal.

### **LOT 2**

The contractor is responsible to provide all necessary equipment and testing material in order to conduct the testing sessions.

The costs for the examination material shall be included in the unit price of the financial proposal.

## **2.4 Management of services**

### **LOT 1**

Training and language examinations at B2 level will be planned well in advance and ordered with reasonable notice to guarantee the highest qualities of deliverables.

The Agency reserves the right to cancel a class and the contractor shall not be entitled to claim compensation if:

- the number of participants is less than the set minimum number of participants, five working days before the starting of the course;
- the number of participants falls below the minimum set number of participants during a course (only the hours delivered will be paid);

The Agency reserves the right to cancel an examination session without charges, at least 15 days in advance before the testing date.

### **LOT 2**

Testing should be planned in advance but may be also ordered at short notice, therefore a reasonable flexibility should be guaranteed.

The Agency reserves the right to cancel individual participation to testing – the cancellation policy will be assessed in technical evaluation.

## 2.5 Responsibilities of contractor

### LOT 1

The tenderer is requested to designate in his offer an administrative co-ordinator and a teaching co-ordinator.

*Responsibilities of the administrative co-ordinator:*

- She/he has to possess good knowledge of English since all the correspondence with the Agency will be conducted in English;
- She/he will be the contact point for the Agency in respect to organisational and administrative aspects (including order forms and invoicing);
- She/he will be responsible to implement the administrative issues in the most timely, responsive and punctual way, according to agreement with the Agency.

*Responsibilities of the teaching co-ordinator:*

- She/he has to possess good knowledge of English since all the correspondence with the Agency will be conducted in English;
- She/he will be the contact point for teaching/learning aspects and will be responsible for satisfying Agency's request on delivery of services, content of courses, material in use and liaison with trainers;
- She/he has to ensure the quality of teaching of the courses and good relations between trainers and participants;
- She/he has to ensure that all linguistic services requested comply with the Common European Framework of References for Languages (CEFR);
- She/he shall submit the CVs of all trainers to the Agency before her/his start, for approval;
- She/he shall be able to provide the series of back-up trainers per language and levels. Should a trainer become unavailable, the back-up trainer is requested to replace the trainer at short notice. Should the Agency wish to replace a trainer, the contractor will be given one month notice to provide a replacement.

All expenses related to the co-ordinators must be included in the financial offer, which will be all inclusive.

*Responsibility of the trainers:*

- Trainers shall teach in their mother tongue or equivalent level and shall possess a satisfactory knowledge of English, relevant experience in teaching methodology for adults and shall have at least two years professional experience in similar working environment;
- Trainers must adhere to the highest standard of professionalism, competence and experience requested and be accountable for all tasks assigned to them in line with these specifications;

- Trainers are required to ensure that the training courses are adequately prepared, consistently supplied at top quality and meet the training objectives and requests of the Agency.

The contractor must take the necessary action to satisfy the volume and the request of the Agency.

The contractor must be able to provide efficient, effective, high quality and rapid service.

## **LOT 2**

The tenderer is requested to designate in his offer an administrative co-ordinator:

- She/he has to possess good knowledge of English since all the correspondence with the Agency will be conducted in English;
- She/he will be the contact point for the Agency in respect to organisational and administrative aspects (including order forms and invoicing);
- She/he will be responsible to implement the administrative issues in the most timely, responsive and punctual way, according to agreement with the Agency.

## **2.6 Volume of the contract**

It is estimated that the total value of the services will be as follows:

- Lot 1 : 800.000 €
- Lot 2: 100.000 €

over a period of four years.

For Lot 1: the estimation is based on 2000 hours a year for standard and tailored language courses (German, French, English, Italian and Spanish) and around 40 examinations a year.

For Lot 2: the volume of testing in German, French and Italian and possibly in other languages is not known at this stage.

## **2.7 Duration of the contract**

The contract will have an initial duration of one year, and will be automatically renewed up to three times, for the same duration.

## **2.8 Place of delivery/execution of services and starting date**

### **LOT 1**

EASA premises for standard language group classes and tailored language courses.

At the location of the contractor that should be reachable within 50 km by public transport from the Agency for individual participation in open classes.

The contractor will be requested to start with the language courses as of 15<sup>st</sup> August 2009.

## **LOT 2**

EASA premises or premises of the contractor – max. 50 km.

The individual testing shall be organised as of end of 2009.

## **2.9 Reporting**

### **LOT 1**

The contractor shall provide the following reports:

- Monthly report on participation (absences...)
- Detailed report at the end of the each term including all the services provided with the statistics

These reports are to be produced entirely at the contractor's expenses.

The reports are to be submitted to the EASA HR Department and they will be approved by the responsible HR Officer.

### **LOT 2**

No specific reporting shall be requested.

## **2.10 Description of the contract**

For both lots the Agency will sign multiple Framework Contracts with the successful tenderers (maximum three Framework Contracts). The successful tenderers will be placed into a ranked list.

The Framework Contracts do not constitute orders.

Execution of the Framework Contracts will be performed via Specific Contracts. For signing of Specific Contracts the Agency shall use the cascading mechanism.

## **2.11 The cascading mechanism**

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

- (1) For each case, the Agency shall determine the specifications of the Services required, and the relevant response time (10 working days). The Contractor shall make its offer in response to the Agency's specifications within this time limit.
- (2) When requesting an offer to supply Services, the Agency shall initially address its request to the contractor who has been nominated in first place on the basis of the results 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 project in question.

- (3) If the first contractor is unable to meet either of these criteria, then it shall be regarded as being unable to supply 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 on the basis of the results 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 project in question.
- (4) If this second contractor is unable to meet either of these criteria, then it shall be considered unable to supply the Services requested. In that event, the Agency shall then repeat this process with the contractor who has been nominated in third place.
- (5) This process will terminate either with the award of the project in question 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.

### 3 Exclusion and selection criteria

#### 3.1 Exclusion criteria

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

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

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

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

#### **Means of proof required**

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

#### ***Nota bene:***

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

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

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

## 3.2 Selection criteria

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

### 3.2.1 Legal capacity

#### Requirement

Any tenderer is asked to prove that he is authorised to perform the contract under the national law as evidenced by inclusion in a trade or professional register, or a sworn declaration or certificate, membership of a specific organisation, express authorisation or entry in the VAT register.

#### Evidence required

The tenderer shall provide a dully filled in and signed **Legal Entity Form** (see **Annex V**) accompanied by the documents requested therein. (Where the tenderer has already signed another contract with EASA, he may provide instead of the legal entity file and its supporting documents a copy of the legal entity file provided on that occasion, unless a change in his legal status occurred in the meantime).

### 3.2.2 Economic & Financial capacity

#### Requirement

The tenderer must be in a stable financial position and have the economic and financial capacity to perform the contract.

#### Evidence required

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

- balance sheets or extracts from balance sheets for at least the last two years for which accounts have been closed (where publication of the balance sheet is required under the company law of the country in which the economic operator is established);
- a statement of overall turnover and turnover concerning services/supplies covered by the contract during the last three financial years.

If, for some exceptional reason which the Agency considers justified, the tenderer is unable to provide the references requested by the contracting authority, he may prove his economic and financial capacity by any other means which the Agency considers appropriate.

### 3.2.3 Technical and professional capacity

#### Requirement(s)

#### **LOT 1**

- The tenderer must provide evidence of experience within the scope of this call for tender: to be able to provide standard language courses from A1 to B2 level as well as B2 examinations for all requested languages and as well as tailored language courses;
- The tenderer must be able to provide language courses as of 15<sup>th</sup> August 2009;
- The tenderer shall have available an adequate number of trainers;

- The tenderer shall have the capacity to cover the required assignment in terms of alignment with Common European Framework of Reference for Languages, within the timeframe, schedule, general terms of reference and testing as well;
- The tenderer shall have in place a quality assurance system.

## **LOT 2**

- The tenderer must be an officially recognized testing center for the provision of testing and it must possess a quality assurance system;
- The tenderer must provide evidence of experience within the scope of this call for tender;
- The tenderer shall have the capacity to cover the required assignment in terms of languages - German, French, Italian - at B2 level for TELC testing within the timeframe requested by the Agency;
- The tenderer should have an available adequate number of assessors.

### **Evidence required**

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

- Details of the structure of the organisation, including the number of staff;
- Any current accreditation held by the tenderer;
- Description of similar services provided over the past three years with detail on languages and tests offered, to how many participants and methodology;
- Description of quality control principle or quality certification in use;
- Confirmation of compliance with CEFR according to Annex IX (see Annex VIII) for Lot 1

### ***Nota bene:***

*An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the contracting authority that it will have at its disposal the resources necessary for performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal.*

## **4 Award of the contract**

Only the tenders meeting the requirements of the exclusion and selection criteria will be evaluated in terms of quality and price.  
The contract shall be awarded to the tenderer submitting the tender offering the best-value-for-money (best quality-price ratio).

#### 4.1 Technical evaluation

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

##### LOT 1

	CRITERIA	Max. points	Awarded score
1	Ability to offer standard language courses in all requested languages and as described in this tender specifications in terms of : Structure of classes, teaching methodology, training materials, management of the classes, organisational aspects, cancellation policy...- see 4.2 Lot 1, letters A to E, H	60	
2	Language examinations at the end of B2 standard courses – detailed description of structure of the testing, content alignment with CEFR – see 4.2 Lot 1, letters E, F, H	15	
3	Ability to offer tailored language courses in all requested languages and as described in this tender specifications: in terms of : Content, methodology, training materials, management of the classes, organisational aspects, cancellation policy...- see 4.2 Lot 1, letters B, C, E, G, H	25	
	<b>TOTAL</b>	<b>100</b>	

##### LOT 2

	CRITERIA	Max. points	Awarded score
1	Ability to respond quickly to the provision of officially recognised testing (TELC, B2 level) - in terms of registrations and organisational aspects see 4.2 Lot 2, letters A, E	40	
2	Location of the testing centre (proximity to EASA) see 4.2 Lot 2, letters B, E	20	
3	Terms of cancellation policy in use see 4.2 Lot 2, letters C, E	20	
4	Time necessary for the delivery of the results and certificates after the testing see 4.2 Lot 2, letters D, E	20	
	<b>TOTAL</b>	<b>100</b>	

#### 4.2 Technical proposal

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

##### LOT 1

- A) Description of the standard course structure to allow to acquire B2 level knowledge in around 360 hours of tuition: content of the courses (maximum one A4 page) for each

language and level – A1 to B2 – and methods of training delivery (e.g. lectures, group exercises, presentations, audiovisual material etc). For English language the courses shall be offered starting from level B2;

- B) Detailed CVs of the main trainers for all the requested languages in this tender specifications with the indication of their level of English and of their working experience;
- C) Samples of Training material;
- D) Sample of placement test and end of class assessment at least for German and French language for level A1, A2, B1, and description of their organisation;
- E) Description on how courses and/or examinations will be practically organised in terms of management of EASA's requests, compliance with cancellation policy, replacement of trainers or assessors, if requested;
- F) Confirmation that language examinations at the end of B2 standard courses will be in line with skills required by CEFR: detailed description of how language examinations will be developed and structured in terms of content, skills assessed, marking, duration, invigilation, confidentiality in accordance with point 2.2 for Lot 1 , B)
- G) Samples of courses content for Business English, Legal English, Administrative Writing;
- H) Any additional documents the tenderer wishes to submit to support the proposal.

## **LOT 2**

- A) Description of how test sessions will be organised (processing of the requests, test schedules and any other useful information);
- B) Location of the testing centre and indication if testing can take place on EASA premises – with the same financial proposal;
- C) Description of the cancellation policy in use – fees and penalties, if individual tests are cancelled;
- D) Clear indication on time necessary to receive the results of testing and delivery of certificates;
- E) Any additional documents the tenderer wishes to submit to support the proposal.

### **4.3 Financial evaluation**

Only tenders scoring 60 points or more (of a maximum of 100) points against the technical award criteria will have their financial proposal evaluated.

## LOT 1

The following sub-weightings shall be applied to the price:

Standard language courses in EASA	30 %
Tailored language courses in EASA	30 %
Individual participation to the course on the premises of service provider	20 %
Language examinations at the end of the course in B2 level	20 %

**Calculation formula:  $(A/B \times 0,3) + (C/D \times 0,3) + (E/F \times 0,2) + (G/H \times 0,2)$**

where

A is the best price of all bidders for an hourly rate (unit price) for a provision of standard language course

B is the price for a single bidder for an hourly rate (unit price) for a provision of standard language course

C is the best price of all bidders for an hourly rate (unit price) for a provision of tailored language course

D is the price for a single bidder for an hourly rate (unit price) for a provision of tailored language course

E is the best price of all bidders for an hourly rate (unit price) for individual participation to the course on the premises of service provider

F is the price for a single bidder for an hourly rate (unit price) for individual participation to the course on the premises of service provider

G is the best price of all bidders for language examinations at the end of the course in B2 level

H is the price for a single bidder for language examinations at the end of the course B2 level

## LOT 2

The price set for TELC tests at B2 level shall be the same for all the requested languages.

The tenderer shall guarantee that the offered price remains unchanged for all other TELC tests at B2 level that may become available in the future.

### 4.4 Financial proposal

- The financial proposal should be presented in the format found in **Annex II**.
- Prices must be quoted in **EURO** and include all expenses necessary to perform the contract.
- The price quoted is fixed and is subject to **NO revision**.
- Prices must be quoted free of all duties, taxes and other charges (including VAT) as EASA is exempt from such charges under Articles 3 and 4 of the Protocol on the privileges and immunities of the European Communities.
- Costs incurred in preparing and submitting tenders are borne by the tenderer and shall not be reimbursed.

#### **4.5 Choice of the selected tender**

##### **LOT 1**

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

##### **LOT 2**

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

**ANNEX I - DRAFT CONTRACT**



EUROPEAN AVIATION SAFETY AGENCY

## **FRAMEWORK SERVICE CONTRACT FOR [complete]**

CONTRACT NUMBER – [complete]

The European Aviation Safety Agency (hereinafter referred to as "the Agency"),  
which is represented for the purposes of the signature of this contract by Mr , Executive  
Director,

of the one part,

and

(hereinafter referred to as "the Contractor"), *represented for the purposes of the signature  
of this contract by Mrs/Mr*

of the other part,

HAVE AGREED

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

**Annex I** – Tender Specifications

**Annex II** – Contractor's Tender (No [*complete*] of [*complete*])

**Annex III** – Specific Contract

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

The terms set out in the Special Conditions shall take precedence over those in the other parts of the Contract. The terms set out in the General Conditions shall take precedence over those in the Annexes. The terms set out in the Tender Specifications (Annex I) shall take precedence over those in the Tender (Annex II).

Subject to the above, the several instruments forming part of the Contract are to be taken as mutually explanatory. Ambiguities or discrepancies within or between such parts shall be explained or rectified by a written instruction issued by the Agency, subject to the rights of the Contractor under Article I.7, should it dispute any such instruction.

## **I – SPECIAL CONDITIONS**

### **ARTICLE I.1 - SUBJECT**

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

### **ARTICLE I.2 - DURATION**

- I.2.1** The Contract shall enter into force [*on the date on which it is signed by the last contracting party*] [*on complete if it has already been signed by both contracting parties*].
- I.2.2** Under no circumstances may implementation commence before the date on which the Contract enters into force. Execution of the tasks may under no circumstances begin before the date on which the specific contract enters into force.
- I.2.3** The Contract is concluded for a period of twelve months with effect from the date on which it enters into force. This contractual period and all other periods specified in the Contract are calculated in calendar days unless otherwise indicated.
- I.2.4** The specific contracts shall be returned signed before the Contract to which they refer expires.  
  
The Contract shall continue to apply to such specific contracts after its expiry, but no later than [*complete*].
- I.2.5** The Contract shall be renewed automatically up to three times under the same conditions, unless written notification to the contrary is sent by one of the contracting parties and received by the other three months before expiry of the Contract. Renewal does not imply any modification or deferment of existing obligations.

### **ARTICLE I.3 –PRICES**

- I.3.1** The prices of the services shall be as listed in Annex II.
- I.3.2** Prices shall be expressed in EUR.
- I.3.3** Prices shall be fixed and not subject to revision for implementation during the first year of duration of the Contract.

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

This revision shall be determined by the trend in the harmonised consumer price index [complete]<sup>2</sup> published for the first time by [the Office for Official Publications of the European Communities in the Eurostat New Cronos Database <http://www.cc.cec/newcronos/> (Theme 2 - Economy and Finance; Price – Prices and Purchasing Power Parities; HICP – Harmonized Indices of Consumer Prices; HMIDX – Monthly data (index))].

Revision shall be calculated in accordance with the following formula:

$$Pr = Po \left( 0,2 + 0,8 \frac{I_r}{I_o} \right)$$

where:

- Pr = revised price;
- Po = price in the original tender;
- Io = index for the month [in which the validity of the tender expires] / [corresponding to the final date for submission of tenders];
- Ir = index for the month [corresponding to the date of receipt of the letter requesting a revision of prices] / [in which the revised prices take effect].

#### **I.3.4. – VOLUME OF THE CONTRACT**

The maximum aggregate amount of all the specific contracts to be signed under the Contract shall be [complete] EUR (in words: [complete] EURO) over the total maximum duration of the contract.

### **ARTICLE I.4 – IMPLEMENTATION OF THE CONTRACT**

**I.4.1** Within seven days of specific contract being sent by the Agency to the Contractor, the Agency shall receive it back, duly signed and dated. The period allowed for the execution of the tasks shall start to run on the date the Contractor signs the specific contract, unless a different date is indicated therein.

### **ARTICLE I.5 – PAYMENT PERIODS**

Payments under the Contract shall be made in accordance with Article II.4. Payments shall be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted. Payment requests may not be made if payments

for previous specific contracts have not been executed as a result of default or negligence on the part of the Contractor.

### **I.5.1 – INFORMATION ON PAYMENT**

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

- the relevant breakdown of services provided, as specified in Annex I;
- the relevant detailed invoices, indicating the reference number of the Contract and of the specific contract to which they refer,

provided the relevant reports have been approved by the Agency.

Within thirty days of the date of receipt of the relevant invoice(s), payment of the balance corresponding to the relevant invoices shall be made.

### **ARTICLE I.6 – BANK ACCOUNT**

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

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

### **ARTICLE I.7 – GENERAL ADMINISTRATIVE PROVISIONS**

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

European Aviation Safety Agency:

[complete]  
European Aviation Safety Agency  
Administrative Directorate  
Postfach 10 12 53  
D-50452 Köln, Germany

Contractor:

Mr/Mrs/Ms [complete]  
[Function]  
[Company name]

[Official address in full]

### **ARTICLE I.8 – APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

- I.8.1** The Contract shall be governed by Community law, complemented, where necessary, by the national substantive law of Germany.
- I.8.2** Any dispute between the parties resulting from the interpretation or application of the Contract which cannot be settled amicably shall be brought before the courts of Cologne.

### **ARTICLE I.9 – DATA PROTECTION**

Any personal data included in the Contract shall be processed pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. It shall be processed solely for the purposes of the performance, management and follow-up of the Contract by the Agency, without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in conformity with Community law. The Contractor shall have the right of access to his personal data and the right to rectify any such data that is inaccurate or incomplete. Should the Contractor have any queries concerning the processing of his personal data, he shall address them to the Agency. The Contractor shall have right of recourse at any time to the European Data Protection Supervisor.

### **ARTICLE I.10 – TERMINATION BY EITHER CONTRACTING PARTY**

Either contracting party may, of its own volition and without being required to pay compensation, terminate the Contract by serving three months' formal prior notice. Should the Agency terminate the Contract, the Contractor shall only be entitled to payment corresponding to the services ordered and executed before the termination date. On receipt of the letter terminating the Contract, the Contractor shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce his commitments. He shall draw up the documents required by the Special Conditions for the services rendered up to the date on which termination takes effect, within a period not exceeding sixty days from that date.

## **II – GENERAL CONDITIONS**

### **ARTICLE II. 1 – PERFORMANCE OF THE CONTRACT**

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

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

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

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

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

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

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

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

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

The Contractor shall be responsible for any delay in the execution of the tasks assigned to him resulting from the replacement of staff in accordance with this Article.

**II.1.8** Should any unforeseen event, action or omission directly or indirectly hamper execution of the tasks, either partially or totally, the Contractor shall immediately and on his own initiative record it and report it to the Agency. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the Contractor to ensure full compliance with his obligations under the Contract. In such event the Contractor shall give priority to solving the problem rather than determining liability.

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

## **ARTICLE II. 2 – LIABILITY**

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

**II.2.2** The Contractor shall be liable for any loss or damage caused by himself in performance of the Contract, including in the event of subcontracting under Article II.13. The Agency shall not be liable for any act or default on the part of the Contractor in performance of the Contract.

**II.2.3** The Contractor shall provide compensation in the event of any action, claim or proceeding brought against the Agency by a third party as a result of damage caused by the Contractor in performance of the Contract.

**II.2.4** In the event of any action brought by a third party against the Agency in connection with performance of the Contract, the Contractor shall assist the Agency. Expenditure incurred by the Contractor to this end may be borne by the Agency.

**II.2.5** The Contractor shall take out insurance against risks and damage relating to performance of the Contract if required by the relevant applicable legislation. He shall take out supplementary insurance as reasonably required by standard practice in the industry. A copy of all the relevant insurance contracts shall be sent to the Agency should it so request.

## **ARTICLE II. 3 - CONFLICT OF INTERESTS**

**II.3.1** The Contractor shall take all necessary measures to prevent any situation that could compromise the impartial and objective performance of the Contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which could arise during performance of the Contract must be notified to the Agency in writing without delay. In the event of such conflict, the Contractor shall immediately take all necessary steps to resolve it.

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

**II.3.2** The Contractor shall abstain from any contact likely to compromise his independence.

**II.3.3** The Contractor declares:

- that he has not made and will not make any offer of any type whatsoever from which an advantage can be derived under the Contract,
- that he has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to performance of the Contract.

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

## **ARTICLE II. 4 – INVOICING AND PAYMENTS**

**II.4.1** Pre-financing:

Where required by Article I.5.1, the Contractor shall provide a financial guarantee in the form of a bank guarantee or equivalent supplied by a bank or an authorised financial institution (guarantor) equal to the amount indicated in the same Article to cover pre-financing under the Contract. Such guarantee may be replaced by a joint and several guarantee by a third party.

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

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

The guarantee shall specify that it enters into force at the latest on the date on which the Contractor receives the pre-financing. The Agency shall release the guarantor from its obligations as soon as the Contractor has demonstrated that any pre-financing has been covered by equivalent work. The guarantee shall be retained until the pre-financing has been deducted from interim payments or payment of the balance to the Contractor. It shall be released the following month. The cost of providing such guarantee shall be borne by the Contractor.

#### **II.4.2 Interim payment:**

At the end of each of the periods indicated in Annex I the Contractor shall submit to the Agency a formal request for payment accompanied by those of the following documents which are provided for in the Special Conditions:

- an interim technical report in accordance with the instructions laid down in Annex I;
- the relevant invoices indicating the reference number of the Contract and of the specific contract to which they refer;
- statements of reimbursable expenses in accordance with Article II.7.

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

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

If the Agency does not react within this period, the report shall be deemed to have been approved. Approval of the report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations or information enclosed.

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

#### **II.4.3 Payment of the balance:**

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

- a final technical report in accordance with the instructions laid down in Annex I;
- the relevant invoices indicating the reference number of the Contract and of the specific contract to which they refer;
- statements of reimbursable expenses in accordance with Article II.7.

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

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

If the Agency does not react within this period, the report shall be deemed to have been approved. Approval of the report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations and information enclosed.

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

## **ARTICLE II. 5 – GENERAL PROVISIONS CONCERNING PAYMENTS**

**II.5.1** Payments shall be deemed to have been made on the date on which the Agency's account is debited.

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

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

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

## **ARTICLE II. 6 – RECOVERY**

**II.6.1** If total payments made exceed the amount actually due or if recovery is justified in accordance with the terms of the Contract, the Contractor shall reimburse the

appropriate amount in euro on receipt of the debit note, in the manner and within the time limits set by the Agency.

**II.6.2** In the event of failure to pay by the deadline specified in the request for reimbursement, the sum due shall bear interest at the rate indicated in Article II.5.3. Interest shall be payable from the calendar day following the due date up to the calendar day on which the debt is repaid in full.

**II.6.3** In the event of failure to pay by the deadline specified in the request for reimbursement, the Agency may, after informing the Contractor, recover amounts established as certain, of a fixed amount and due by offsetting, in cases where the Contractor also has a claim on the Communities that is certain, of a fixed amount and due. The Agency may also claim against the guarantee, where provided for.

#### **ARTICLE II. 7 – REIMBURSEMENTS – NOT APPLICABLE**

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

**II.7.2** Travel and subsistence expenses shall be reimbursed, where appropriate, on the basis of the shortest itinerary.

**II.7.3** Travel expenses shall be reimbursed as follows:

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

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

- a) for journeys of less than 200 km (return trip) no subsistence allowance shall be payable;
- b) daily subsistence allowance shall be payable only on receipt of a supporting document proving that the person concerned was present at the place of destination;

- c) daily subsistence allowance shall take the form of a flat-rate payment to cover all subsistence expenses, including accommodation, meals, local transport, insurance and sundries;
- d) daily subsistence allowance, where applicable, shall be reimbursed at the rate specified in Article I.3.

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

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

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

## **ARTICLE II. 9 – CONFIDENTIALITY**

**II.9.1.** The Contractor undertakes to treat in the strictest confidence and not make use of or divulge to third parties any information or documents which are linked to performance of the Contract. The Contractor shall continue to be bound by this undertaking after completion of the tasks.

**II.9.2.** The Contractor shall obtain from each member of his staff, board and directors an undertaking that they will respect the confidentiality of any information which is linked, directly or indirectly, to execution of the tasks and that they will not divulge to third parties or use for their own benefit or that of any third party any document or information not available publicly, even after completion of the tasks.

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

**II.10.1** The Contractor shall authorise the Agency to process, use, distribute and publish, for whatever purpose, by whatever means and on whatever medium, any data contained in or relating to the Contract, in particular the identity of the Contractor, the subject matter, the duration, the amount paid and the reports. Where personal data is concerned, Article I.9 shall apply.

**II.10.2** Unless otherwise provided by the Special Conditions, the Agency shall not be required to distribute or publish documents or information supplied in performance of the Contract. If it decides not to publish the documents or information supplied, the Contractor may not have them distributed or published elsewhere without prior written authorisation from the Agency.

**II.10.3** Any distribution or publication of information relating to the Contract by the Contractor shall require prior written authorisation from the Agency and shall mention the amount paid by the Community. It shall state that the opinions expressed are those of the Contractor only and do not represent the Agency's official position.

**II.10.4** The use of information obtained by the Contractor in the course of the Contract for purposes other than its performance shall be forbidden, unless the Agency has specifically given prior written authorisation to the contrary.

## **ARTICLE II. 11 – TAXATION**

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

**II.11.2** The Contractor recognises that the Agency is, as a rule, exempt from all taxes and duties, including value added tax (VAT), pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities.

**II.11.3** The Contractor shall accordingly complete the necessary formalities with the relevant authorities to ensure that the goods and services required for performance of the Contract are exempt from taxes and duties, including VAT.

**II.11.4** Invoices presented by the Contractor shall indicate his place of taxation for VAT purposes and shall specify separately the amounts not including VAT and the amounts including VAT.

## **ARTICLE II. 12 – FORCE MAJEURE**

**II.12.1** Force majeure shall mean any unforeseeable and exceptional situation or event beyond the control of the contracting parties which prevents either of them from performing any of their obligations under the Contract, was not due to error or negligence on their part or on the part of a subcontractor, and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making it available, labour disputes, strikes or financial problems cannot be invoked as force majeure unless they stem directly from a relevant case of force majeure.

**II.12.2** Without prejudice to the provisions of Article II.1.8, if either contracting party is faced with force majeure, it shall notify the other party without delay by registered letter with acknowledgment of receipt or equivalent, stating the nature, likely duration and foreseeable effects.

**II.12.3** Neither contracting party shall be held in breach of its contractual obligations if it has been prevented from performing them by force majeure. Where the Contractor is unable to perform his contractual obligations owing to force majeure, he shall have the right to remuneration only for tasks actually executed.

**II.12.4** The contracting parties shall take the necessary measures to reduce damage to a minimum.

### **ARTICLE II. 13 – SUBCONTRACTING**

**II.13.1** The Contractor shall not subcontract without prior written authorisation from the Agency nor cause the Contract to be performed in fact by third parties.

**II.13.2** Even where the Agency authorises the Contractor to subcontract to third parties, he shall none the less remain bound by his obligations to the Agency under the Contract and shall bear exclusive liability for proper performance of the Contract.

**II.13.3** The Contractor shall make sure that the subcontract does not affect rights and guarantees to which the Agency is entitled by virtue of the Contract, notably Article II.17.

### **ARTICLE II. 14 – ASSIGNMENT**

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

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

### **ARTICLE II. 15 – TERMINATION BY THE AGENCY**

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

- (a) where the Contractor is being wound up, is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) where the Contractor has been convicted of an offence concerning his professional conduct by a judgment which has the force of *res judicata*;
- (c) where the Contractor has been guilty of grave professional misconduct proven by any means which the Agency can justify;
- (d) where the Contractor has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal

provisions of the country in which he is established or with those of the country applicable to the Contract or those of the country where the Contract is to be performed;

- (e) where the Agency seriously suspects the Contractor of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- (f) where the Contractor is in breach of his obligations under Article II.3;
- (g) where the Contractor was guilty of misrepresentation in supplying the information required by the Agency as a condition of participation in the Contract procedure or failed to supply this information;
- (h) where a change in the Contractor's legal, financial, technical or organisational situation could, in the Agency's opinion, have a significant effect on the performance of the Contract;
- (i) where execution of the tasks under a pending specific contract has not actually commenced within fifteen days of the date foreseen, and the new date proposed, if any, is considered unacceptable by the Agency;
- (j) where the Contractor is unable, through his own fault, to obtain any permit or licence required for performance of the Contract;
- (k) where the Contractor, after receiving formal notice in writing to comply, specifying the nature of the alleged failure, and after being given the opportunity to remedy the failure within a reasonable period following receipt of the formal notice, remains in serious breach of his contractual obligations.

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

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

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

**II.15.4** Consequences of termination:

In the event of the Agency terminating the Contract or a pending specific contract in accordance with this Article and without prejudice to any other measures provided for in the Contract, the Contractor shall waive any claim for consequential damages, including any loss of anticipated profits for uncompleted work. On receipt of the letter terminating the Contract, the

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

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

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

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

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

### **ARTICLE II. 16 – LIQUIDATED DAMAGES**

Should the Contractor fail to perform his obligations under the Contract within the time limits set by the Contract, then, without prejudice to the Contractor's actual or potential liability incurred in relation to the Contract or to the Agency's right to terminate the Contract, the Agency may decide to impose liquidated damages of 0.2% of the amount of the relevant purchase per calendar day of delay. The Contractor may submit arguments against this decision within thirty days of notification by registered letter with acknowledgement of receipt or equivalent. In the absence of reaction on his part or of written withdrawal by the Agency within thirty days of the receipt of such arguments, the decision imposing the liquidated damages shall become enforceable. These liquidated damages shall not be imposed where there is provision for interest for late completion. The Agency and the Contractor expressly acknowledge and agree that any sums payable under this Article are in the nature of liquidated damages and not penalties, and represent a reasonable estimate of fair compensation for the losses that may be reasonably anticipated from such failure to perform obligations.

### **ARTICLE II. 17 – CHECKS AND AUDITS**

**II.17.1** Pursuant to Article 142 of the Financial Regulation applicable to the general budget of the European Communities, the European Court of Auditors shall be empowered to audit the documents held by the natural or legal persons receiving

payments from the budget of the European Communities from signature of the Contract up to five years after payment of the balance of the last implementation.

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

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

## **ARTICLE II. 18 – AMENDMENTS**

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

## **ARTICLE II. 19 – SUSPENSION OF THE CONTRACT**

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

### **SIGNATURES**

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

For the Agency,  
[forename/surname/function]

signature[s]: \_\_\_\_\_

signature[s]: \_\_\_\_\_

Done at [complete], [date]  
In triplicate in English.

Done at [Cologne], [date]

# **ANNEX I TO FRAMEWORK CONTRACT**

## **Tender Specifications and Monitoring**

## **ANNEX II TO FRAMEWORK CONTRACT**

**Contractor's Tender** (No [*complete*] of [*complete*])

## ANNEX III.a TO FRAMEWORK CONTRACT

### SPECIFIC CONTRACT No [complete] Implementing Framework Contract No ...

The European Aviation Safety Agency (hereinafter referred to as "the Agency"),  
which is represented for the purposes of the signature of this contract by \_\_\_\_\_ ,

of the one part,

and

[official name in full]

[official legal form]

[statutory registration number]

[official address in full]

[VAT registration number]

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

of the other part,

HAVE AGREED

#### **ARTICLE I.1: SUBJECT**

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

#### **ARTICLE I.2: DURATION**

- I.2.1** This specific contract shall enter into force [*on the date on which it is signed by the last contracting party*] [*on complete if it has already been signed by both contracting parties*].
- I.2.2** The duration of the tasks shall not exceed [*days/months*]. Execution of the tasks shall start from [*date of entry into force of this specific contract*] or [indicate date]. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

**ARTICLE I.3: PRICE**

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

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

**ARTICLE I.4: ANNEXE[S]**

**Annex A - XXX**

**SIGNATURES**

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

For the Agency,  
[forename/surname/function]

signature[s]: \_\_\_\_\_

signature[s]: \_\_\_\_\_

Done at [ ], [date]

Done at [Cologne], [date]

In triplicate in [English].

## ANNEX III.b TO FRAMEWORK CONTRACT

### SPECIFIC CONTRACT (or Order Form) No [complete]

Governed by the provisions of Framework Contract No [complete] signed on [complete]

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

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

For the Agency,  
 [forename/surname/function]

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

signature[s]: \_\_\_\_\_

signature[s]: \_\_\_\_\_

Done at [        ], [date]

Done at [Cologne], [date]

**ANNEX II - MODEL FINANCIAL OFFER**

**TENDER PUBLICATION REFERENCE: EASA.2009.OP.10**

**NAME OF TENDERER: [.....]**

**LOT 1**

<b>Type of service</b>	<b>Comments on Price</b>	<b>Price in Eur</b>
Provision of standard language group courses on EASA premises (German, Italian, French and Spanish) A1 to B2 level, for English language B2 and above levels	Price per 60 minutes	
Provision of tailored language group courses on EASA premises	Price per 60 minutes	
Provision of <u>individual participation</u> to a course at the location of the service provider	Price per 60 minutes	
Provision of language examinations at B2 level	Individual price	

Prices must be given based on the rate indicated in model financial offer. The prices shall:

- be presented in Euro;
- exclude VAT;
- include administrative costs in relation to the training of EASA staff on EASA premises;
- include all teaching and support material;
- include all costs related to the entry level and/or assessment test;
- include any development and design work for courses;
- include accommodation and all transport costs.

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

**LOT 2**

<b>Service</b>	<b>Price in Eur</b>
<b>TELC testing at B2 level for German, French, Italian languages</b> and in any other EU languages in which the B2 level may become available in the future.	

Prices must be given based on the rate indicated in model financial offer. The prices shall:

- be presented in Euro;
- exclude VAT;
- include all cost connected to testing also in the case of testing on EASA premises.

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

## ANNEX III - CURRICULUM VITAE

### EUROPEAN CURRICULUM VITAE FORMAT



#### PERSONAL INFORMATION

Name

[ SURNAME, other name(s) ]

Address

[ House number, street name, postcode, city, country ]

Telephone

Fax

E-mail

Nationality

Date of birth

[ Day, month, year ]

#### TOTAL YEARS OF EXPERIENCE

[ month, year ]

#### WORK EXPERIENCE

- Dates (from – to)
- Name and address of employer
- Type of business or sector
- Occupation or position held
- Main activities and responsibilities

[ Add separate entries for each relevant post occupied, starting with the most recent. ]

#### EDUCATION AND TRAINING

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

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

**PERSONAL SKILLS  
AND COMPETENCES**

*Acquired in the course of life and can be or are not necessarily covered by formal certificates or diplomas.*

MOTHER TONGUE

[ Specify mother tongue ]

OTHER LANGUAGES

[ Specify language ]

• Reading skills

[ Indicate level: excellent, good, basic. ]

• Writing skills

[ Indicate level: excellent, good, basic. ]

• Verbal skills

[ Indicate level: excellent, good, basic. ]

**SOCIAL SKILLS  
AND COMPETENCES**

*Living and working with other people, in various environments, in positions where communication is important and situations where it is essential (for example culture and sports).*

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

**ORGANISATIONAL SKILLS  
AND COMPETENCES**

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

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

**TECHNICAL SKILLS  
AND COMPETENCES**

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

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

**ARTISTIC SKILLS  
AND COMPETENCES**

*Music, writing, design, etc.*

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

**OTHER SKILLS  
AND COMPETENCES**

*Competences not mentioned above.*

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

DRIVING LICENCE(S)

**ADDITIONAL INFORMATION**

[ Include here any other information that may be relevant, for example contact persons, references, etc. ]

**ANNEXES**

[ List any attached annexes. ]

## ANNEX IV - DECLARATION ON EXCLUSION CRITERIA

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

The undersigned:

Name of the individual/company/organisation:

Legal address:

Registration number/ID Card No.:

VAT number:

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

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

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

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

Full name:

Date & Signature:

## ANNEX V - LEGAL ENTITY FORM

(to be downloaded, depending on the tenderer's nationality and legal form, from the following website)

[http://europa.eu.int/comm/budget/execution/legal\\_entities\\_en.htm](http://europa.eu.int/comm/budget/execution/legal_entities_en.htm)

## **ANNEX VI - FINANCIAL IDENTIFICATION FORM**

(to be downloaded, depending on the tenderer's nationality, from the following website)

[http://europa.eu.int/comm/budget/execution/ftiers\\_en.htm](http://europa.eu.int/comm/budget/execution/ftiers_en.htm)

## ANNEX VII - TENDER SUBMISSION FORM

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**EASA.2009.OP.10**

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

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

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

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

Name	
Organisation	
Address	
Telephone	
Fax	
e-mail	

---

<sup>3</sup> Country in which the legal entity is registered

<sup>4</sup> Add / delete additional lines for consortium members as appropriate. **Note that a sub-contractor IS NOT considered to be a consortium member.** If this tender is being submitted by an individual legal entity, the name of the legal entity should be entered as "Leader" (and all other lines should be deleted).

### 3. STATEMENT

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

<b>ENVELOPE A - ADMINISTRATIVE DATA:</b>	
▪ The <b>Exclusion Criteria Declaration(s)</b> by every legal entity (consortium member) identified under point 1 of this tender submission form ( <i>the declaration of the Leader must be a signed original but those of other members may be faxed copies</i> )	<input type="checkbox"/>
▪ The <b>Legal Entity Form</b> ( <i>using the standard template</i> ) and the supporting documents requested therein	<input type="checkbox"/>
▪ The <b>Financial Identification Form</b> ( <i>using the standard template</i> ) to nominate the bank account into which payments would be made in the event that our tender is successful	<input type="checkbox"/>
▪ <b>Documents proving our economic and financial status</b> (point 3.2.2 of the Tender Specifications)	<input type="checkbox"/>
▪ <b>Documents proving our technical and professional capacity</b> (point 3.2.3 of the Tender Specifications)	<input type="checkbox"/>
▪ Our <b>consortium agreement</b> ( <i>in case of consortia</i> )	<input type="checkbox"/>
<b>ENVELOPE B - TECHNICAL PROPOSAL</b>	<input type="checkbox"/>
<b>ENVELOPE C - FINANCIAL PROPOSAL, which is submitted in a separate, sealed envelope.</b>	<input type="checkbox"/>

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

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

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

Signed on behalf of the Tenderer

<b>Name</b>	
<b>Signature</b>	
<b>Date</b>	

**ANNEX VIII – CONFIRMATION OF COMPLIANCE FOR LOT 1**

*<Letterhead of the Tenderer>*

I, the undersigned ....., being the authorised signatory for the above-mentioned company/consortium for the tender EASA.2009.OP.10 *“Provision of language training and language certification tests for EASA staff members”*

I hereby confirm that the course structure, content and skills of language class offered to EASA and final examinations at B2 level for German, French, Italian and Spanish language are in line with Common European Framework of Reference for Languages according to Annex IX.

.....  
Date and Signature

## ANNEX IX –COMMON EUROPEAN FRAMEWORK FOR REFERENCE

COMMON REFERENCE LEVEL (CE)	COMMON REFERENCE GLOBAL DESCRIPTOR (Council of Europe)
C2	Mastery' Level: Can understand with ease virtually everything heard or read. Can summarise information from different spoken and written sources, reconstructing arguments and accounts in a coherent presentation. Can express him/herself spontaneously, very fluently and precisely, differentiating finer shades of meaning even more in complex situations
C1	Can understand a wide range of demanding longer texts and recognize implicit meaning. Can express him/herself fluently and spontaneously without much obvious searching for expressions. Can use language flexibly and effectively for social, academic and professional purposes. Can produce clear, well structured, detailed text on complex subjects, showing controlled use of organisational patterns, connectors and cohesive devices
B2.2	B2+ continues the focus on argument, effective social discourse and awareness that appears at level B2. Developing focus on discourse skills e.g. co-operating strategies of conversational management e.g. giving feedback and following up statements and inferences, thereby helping the development of the discussion. Coherence/cohesion: using linking words effectively to show relationship between ideas; developing an argument systematically with appropriate highlighting of significant points; ability to negotiate
B2.1	Can understand the main ideas of complex text on both concrete and abstract topics, including technical discussions in his/her field of specialisation. Can interact with a degree of fluency and spontaneity that makes regular interaction with native speakers quite possible without strain for either party. Can produce clear, detailed text on a wide range of subjects and explain a view point on a topical issue giving the advantages and disadvantages of various options
B1.2	Strong Threshold Performance including all the main features of B1 but with addition of quantities of information exchanged.
B1.1	Threshold Level: ability to maintain interaction and get across what you want to in a range of contexts; ability to cope flexibly with everyday problems. Can understand main points of clear standard input on familiar matters in work, school, leisure etc. Can deal with most routine travel situations in an area where the language spoken. Can produce simple connected text on familiar topics of personal interest. Can describe experiences and events, dreams hopes and ambitions and briefly give reasons and explanations for opinions and plans
A2.2	More active participation in conversation e.g.: understand enough to manage simple routine exchanges without undue effort; exchange ideas and information on familiar topics; significantly more able to sustain monologues – e.g. extended descriptions of everyday aspects of environment: people, places, job etc; describe past activities and experiences; habits and routines; explain likes and dislikes
A2.1	Can understand sentences and frequently used expressions related to areas of most immediate relevance (e.g. basic personal/family information, employment, shopping, locality). Can communicate simple routine tasks requiring a simple and direct exchange of information on familiar/routine matters. Can describe in simple terms aspects of his/her background, immediate environment and matters in areas of immediate need.
A1.2	Can understand and use familiar everyday expressions and basic phrases. Can make introductions and ask/answer questions about personal details. Can interact in a simple way provided other person talks slowly and clearly and is prepared to help.

**ANNEX X – EASA HOLIDAYS CALENDAR**

**EASA holiday planning 2009**

<b>Date</b>	<b>No. of days</b>	<b>Day</b>	<b>German</b>	<b>French</b>	<b>English</b>
01.01.2009	1	Thursday	Neujahr	Nouvel an	New Year's Day
02.01.2009	1	Friday	Brückentag	Pont	Bridging day
23.02.2009	1	Monday	Karneval	Carnaval	Carnival
09-13.04.2009	3	Thursday - Monday	Ostern	Pâques	Easter
01.05.2009	1	Friday	Maifeiertag	Fête du travail	Labor Day/Ascension
21.05.2009	1	Thursday	Christi Himmelfahrt	Ascension	Ascension Day
01.06.09	1	Monday	Pfingstmontag	Lundi de Pentecôte	Whit Monday
11.06.2009	1	Thursday	Fronleichnam	Fête-Dieu	Corpus-Christi
12.06.2009	1	Friday	Brückentag	Pont	Bridging day
02.11.2009	1	Monday	Allerheiligen	Toussaint	All Souls day
24.-31.12.2009	6	Thursday - Thursday	Weihnachten/Silvester	Noël et fin d'année	Christmas/New Year's Eve