

**Specifications attached to the
Invitation to Tender**

EASA.2012.OP.02

Design, Layout and Printing Services

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Introduction to EASA

The European Aviation Safety Agency, (hereinafter "EASA", "the Agency" or "the Contracting Authority"), is an agency of the European Union, which has been given specific regulatory and executive tasks in the field of aviation safety. The Agency constitutes a key part of the European Union's strategy to establish and maintain a high uniform standard of safety and environmental protection in civil aviation at European level.

The Agency was set up in 2003 as an independent body of the European Union under European public law accountable to the Member States and the European Union institutions. It works hand in hand with the National Aviation Authorities (NAAs) in Europe for the execution of many operational tasks. The aviation industry is also actively involved in the Agency's activities through a number of consultative and advisory committees. Moreover, EASA develops close relations with counterpart organisations across the world concluding working arrangements aimed at harmonising standards and promoting best practice in aviation safety worldwide.

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 specific models of aircraft, engines and parts approved for operation in the European Union;
- Approval of aircraft design organisations worldwide and of production and maintenance organisations outside the EU;
- Coordination of the European Union programme SAFA (Safety Assessment of Foreign Aircraft) regarding the safety of foreign aircraft using European Union airports;
- Data collection, analysis and research to improve aviation safety.

The Agency's responsibilities have been extended in the new EASA Basic Regulation 216/2008 so as to include essential rulemaking in the fields of air operations & flight crew licensing and the oversight of third country operators. Further extensions include safety regulations regarding airports and air traffic management systems.

Based in Cologne, the Agency already employs more than 600 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://easa.europa.eu/home.php>.

1 Overview of this tender

1.1 Description of the contract

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

1.2 Timetable

Summary timetable	Date	Comments
Launch date	13 June 2012	
Deadline for addressing requests for clarification to EASA	3 August 2012, 16:00h*	
Last date on which clarifications are issued by EASA	8 August 2012, 14:00h*	Tenderers are advised to check the EASA Webpage on a regular basis for possible updates and/or clarifications
Deadline for submission of tenders	10 August 2012	Tenders delivered by hand shall be submitted not later than 17:00h Local Time*
Opening session	20 August 2012, 10:00h ¹	
Completion date for evaluation of tenders	September 2012	Estimated
Signature of contracts	October 2012	Estimated

* Cologne local time

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

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 any of the European Union Member States, Norway, Iceland, Liechtenstein or Switzerland.

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

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

1.4 Participation of consortia

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

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

Such grouping (or consortium) must specify the company or person heading the project (the leader) and must also submit a copy of the document authorising this company or person to submit a tender on behalf of the consortium. 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 "economic and financial capacity" as well as "technical and professional capacity", the evidence provided by each member of the consortium will be checked to ensure that the consortium as a whole fulfils the criteria.

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

1.5 Subcontracting

The tenderer must indicate clearly which parts of the work will be sub-contracted **and** to what extent (proportion in %). The sub-contractor must not sub-contract further.

Sub-contractors must satisfy the eligibility criteria applicable to the award of the contract. If the identity of the intended sub-contractor(s) is already known at the time of submitting the tender, the tenderer must furnish a statement guaranteeing the eligibility of the sub-contractor.

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

Where no sub-contracting is indicated in the tender the work will be assumed to be carried out directly by the bidder.

1.6 Presentation of the tenders

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, signed across the seal and carry the following information:

- the ref. number of the invitation to tender **EASA.2012.OP.02**
- the project title **Design, Layout and Printing Services**
- the name of the Tenderer
- the indication **"Tender - Not to be opened by the internal mail service"**
- the address for submission of tenders (*as indicated in the letter of invitation to tender*)
- the date of posting (*if applicable*) should be legible on the outer envelope

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

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

Envelope A – Administrative documents

- the signed, dated and duly completed **Tender Submission Form** using the template in **Annex VII**
- the duly filled in, signed and dated **Exclusion Criteria Declaration(s)** as requested in section 3.1 and using the standard template in **Annex IV**
- the duly filled in, signed and dated **Legal Entity Form(s)** as requested in section 3.2.1 and using the standard template via the link in **Annex V** as well as the requested **accompanying documents**
- the duly filled in, signed and dated **Financial Identification Form**² using the template in **Annex VI**, including the IBAN and SWIFT/BIC code
- **financial and economic capacity documents** as requested in section 3.2.2
- a statement containing the name and position of the tenderer's **authorised representative/signatory** and official documentary evidence proving the representative's legal authority to validly sign on behalf of the organisation
- in case of consortia, a **consortium agreement** duly signed and dated by each of the consortium members specifying the company or person heading the project and authorised to submit a tender on behalf of the consortium (please see section 1.4 of the tender specifications)
- duly filled in, signed and dated **statements of absence of conflict of interest** as found in **Annex VIII**
- a duly filled in, signed and dated **statement of acceptance** as found in **Annex IX**

² In case of consortia, only **one** Financial Identification Form for the whole consortium shall be submitted, nominating the bank account into which payments are to be made under the contract in the event that the respective tender is successful.

Envelope B – Technical proposal

One signed original and three copies (identical in full to the original) of the technical and professional capacity documents as requested in section 3.2.3 **and** of the technical proposal providing all information requested in section 4.2 including information relevant to subcontracting as requested in section 1.5.

Envelope C – Financial proposal

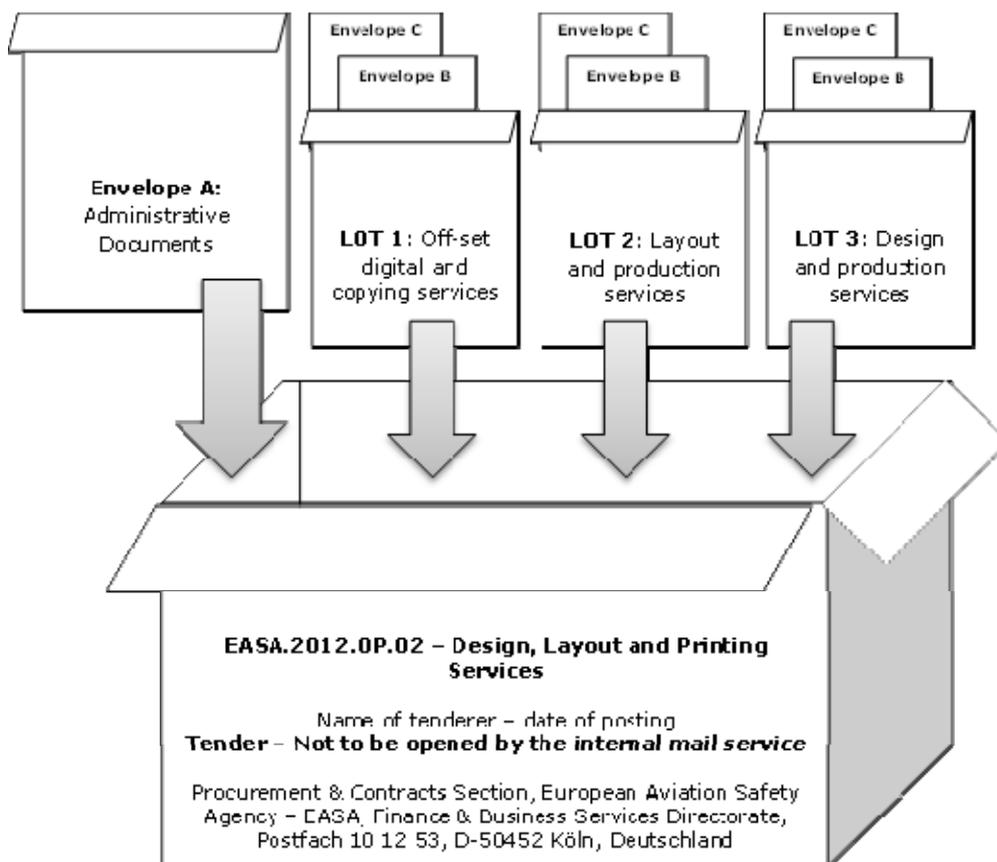
One signed original and three copies (identical in full to the original) of the financial proposal based on the format found in **Annex II**.

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 strictly required that tenders be presented in the correct format and include all documents necessary to enable the evaluation committee to assess them. Failure to respect these requirements will constitute a formal error and may result in the rejection of the tender.

Should tenderers wish to apply to two or all three lots, pursuant to section 1.10, the outer envelope or parcel should bear the information as indicated above and contain one envelope for the administrative documents (labelled Envelope A) and one separate envelope per lot, each envelope bearing the reference and title of the relevant lot and each containing two inner envelopes (labelled Envelope B & C) as presented above. Should the tenderer wish to submit tenders in response to lots 1, 2 or 3, these should be submitted as suggested in the diagram below:



1.7 Period during which tenders are binding

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

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

1.8 Contacts between EASA and tenderers

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

Before the final date for submission of tenders:

- At the request of the tenderer, EASA may provide additional information solely for the purpose of clarifying the nature of the contract. Any request for clarification must be made in writing by **e-mail** at **tenders@easa.europa.eu** and should indicate the reference number and the title of the tender.
- Requests for clarification received by EASA after the deadline for such requests for clarification as specified in section 1.2 – Timetable may not be processed.
- EASA may, on its own initiative, inform interested parties of any error, inaccuracy, omission or any other clerical error in the text of the call for tenders.
- Any clarifications including that referred to above will be published on EASA's website. **Please ensure that you visit regularly the site for updates.**

After the opening of tenders:

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

1.9 Visits to EASA premises

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

1.10 Division into lots

This tender is divided into the following lots:

- **LOT 1: Off-set digital printing and copying services**
- **LOT 2: Layout and production services**
- **LOT 3: Design and production services**

The tenderer may submit a tender for one, several or all of the lots. Each lot will form a separate contract and therefore requires the submission of a separate tender (as described in section 1.6 above). Contracts proposed in all lots of this call for tender are based on the

cascading system, which is a mechanism applied for using multiple framework contracts. This mechanism is described in section 2.8.

1.11 Variants

Unless otherwise requested in the terms of reference in section 2 of the present specifications your tender should not deviate from the services requested.

1.12 Scope for additional services or for the repetition of similar services

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

1.13 Confidentiality & public access to documents

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

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

1.14 Contract provisions

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

Nota bene:

Submission of a tender implies acceptance of all the terms and conditions set out in the invitation to tender, in the tender specifications and in the draft service contract and, where appropriate, waiver of the tenderer's own general or specific terms and conditions. It is binding on the tenderer to whom the contract is awarded for the duration of the contract.

In this respect every tenderer is also required to submit a duly filled in and signed **statement of acceptance**, in the form provided in **Annex IX**.

2 Terms of Reference

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

2.1 Introduction: background to the invitation to tender

The Communications and External Relations Department of EASA uses a wide variety of communication tools to implement the Agency's communication policy (publications, print and electronic, posters, advertisements, conference material, web material, promotional goods etc.). The Department is in a position to internalise the design and layout of some of these tools, depending on the nature of the tool and the available resources. At the same time, parts of the design and layout of other tools, as well as the production of the end products need to be outsourced.

2.2 Description of the subject and scope of the contract

The tender is divided into three lots, reflecting the Agency's needs:

- **LOT 1:** The Agency performs the design and layout internally or separately and needs to outsource the printing and/or copying and finishing services.
- **LOT 2:** The Agency uses established design templates for the products and the contractor performs the layout (and potentially production).
- **LOT 3:** Full design (including layout, and potentially production) of the product shall be delivered by the contractor.

2.2.1 LOT 1 - Offset digital printing and copying services

For Lot 1 the tenderer shall be able to provide the Agency with digital printing services, copying services and finishing services for, but not limited to, the following products:

- Reports
- Brochures, flyers, factsheets and other information material
- Conference documents and presentation material
- Newsletters
- Post cards, invitations and envelopes and other stationary
- Posters and other promotional material including outdoor banners and exhibition banners
- Photo prints
- Printing on other media for example stickers, clothing, glass, porcelain etc.

The above list of products in Lot 1 has been provided by way of example and is not exhaustive. As other items might be requested on an ad-hoc basis, **a print catalogue with the complete range of services and products of the tenderer, including pricing, shall be included in the offer** (see section 4.1).

Outline of the services required

The tenderer shall provide digital printing, copying and finishing services for printed material in black/white (b/w) or colour. The tenderer shall be able to meet the Agency's requests for simple printing/copying services on demand without any administrative set-up time.

The scope of the required services is expected to range from high-quality prints (image resolution of at least 600dpi) to large and small volume cost-effective printing (single- and double- sided prints) and to also include digital printing on any printable surface, such as paper (in different qualities), fabric, canvas, textile, glass, porcelain etc.

The original documents will be provided by the Agency mainly in MS Word, InDesign, PSD photoshop, PNG, CDR Corel Draw, PDF or equivalent format. The tenderer shall be able to provide an online facility for submitting orders.

Text will often be combined with graphs and tables together with other illustrated materials such as maps and photos. The tenderer shall be able to offer printing services for all current and any possible future official languages of the European Union³, as well as Norwegian and Icelandic (non-EU EASA Member States) and the languages of the candidate countries⁴

All print material shall meet high quality standards which include – but are not limited to – colour and font matching, as well as clear and legible proofs. The tenderer shall possess the ability to digitally edit files for maximum quality and resolution, as well as simulation software in order to submit proofs for the Agency's approval before proceeding to printing. The tenderer may also be requested to submit samples of the printable material (paper in different qualities and colours, textile etc.) before production, in order for the Agency to choose the most suitable.

Finishing services

The tenderer shall provide finishing services, such as binding and collating, drilling, cutting and folding: e.g. digital collating, comb, thermal, Wire-O binding techniques, online stapling etc.

Delivery services

The Contractor must indicate a detailed production planning in order to meet the delivery deadlines. Express delivery (two working days since receipt of the ready-to-print files) shall be guaranteed for simple printing/copying services (e.g. conference agendas, seminar documents etc.).

The Agency reserves the right to reject the delivered products if damage or non-compliance with the order is stated within 48 hours from delivery. In case of material available in various language versions it shall be sorted and packed by language version with clear indications on the external packaging. Should the Contractor fail to perform his obligations under the Contract, Article II.16 (Liquidated Damages) of Annex I – Draft Contract shall apply (without prejudice to any other measures or remedies available to the Agency).

The tenderer shall deliver the documents or products to the Agency premises in Cologne. The tenderer may occasionally also be asked to deliver documents and products to a place specified by the Agency outside the Cologne region or abroad.

The tenderer shall inform the Agency in advance of the costs for delivery (these costs will be reimbursed by the Agency on agreement and acceptance by the Agency), follow-up the transport and inform the Agency of the delivery status.

The tenderer will retain responsibility for the products until they are successfully delivered to the specified destination.

2.2.2 LOT 2 – Layout and production services

Lot 2 covers the layout of various EASA publications, mainly based on Adobe InDesign templates or any other mainstream graphic design application provided by EASA. The end products shall be ready-to-print and quality-optimised deliverables in the format requested by the Agency, for both paper and digital publication, as well as, when so required, the final print products.

The successful contractor shall be required to lay out publications in accordance with corporate style guidelines, which will be provided to the contractor by EASA.

³ For a list of the official EU languages and the languages of the candidate countries please refer to <http://publications.europa.eu/code/pdf/370000en.htm>.

⁴ For a list of the official EU languages and the languages of the candidate countries please refer to <http://publications.europa.eu/code/pdf/370000en.htm>.

The tenderer shall be able to offer layout and production services in all current and any possible future official languages of the European Union⁵, as well as Norwegian and Icelandic (non-EU EASA Member States) and the languages of the current candidate countries⁶ for, but not limited to, the following publications and products:

- Annual reports
- Brochures, flyers, factsheets and other information material
- Newsletters and magazines
- Posters and other promotional material

The above list of products in Lot 2 has been provided by way of example and is not exhaustive.

For reference, lists of existing EASA publications are available at:

General publications: <http://easa.europa.eu/communications/general-publications.php>

Technical publications: <http://easa.europa.eu/rulemaking/technical-publications.php>

Outline of the services required

The Agency publishes several publications on a periodic and ad-hoc basis, using established templates. For every new issue or update of these publications, the established templates, with the necessary adaptation and development, shall be used. For this purpose, the tenderer shall be able to provide simple graphic design and layout services for documents with text, photographs, graphics and artwork on a tight and demanding schedule. The tenderer may be requested to carry out changes to existing printed materials and perform minor design changes/improvements to the existing templates.

The material shall be delivered to the Agency as ready-to-print quality-optimised deliverable, in the format requested by the Agency, for both paper and digital publication, as well as, when so required, the final print products (high-level off-set, five-colour printing in all languages defined above).

Before the production is launched (in cases where production shall be requested by the Agency), the Contractor is obliged to present a proof (physical or electronic⁷) in order to obtain a final approval for production. The tenderer may also be requested to submit samples of the printable material (paper in different qualities, colours etc.) before production, in order for the Agency to choose the most suitable material.

The tenderer shall carry out the design and layout activities requested by the Agency by using specific formats, in accordance with the Agency corporate identity, style guidelines and design concepts, as instructed by the Agency. For instance, the intention is that the style and layout of the latest Annual Safety Review will be used again, while new text, graphs and photographs will be incorporated for all language versions in the current framework layout.

Original documents will be mainly in Microsoft Word format or equivalent. The tenderer shall be able to receive, transmit and access materials through internet based services.

For every document – in each language version to be produced – the tenderer shall provide proof prints and organise correction rounds, depending on the content and the language of the document.

For every document – in each language version to be developed – the tenderer shall provide for the Agency an archive containing the complete collection of electronic files, open

⁵ For a list of the official EU languages and the languages of the candidate countries please refer to <http://publications.europa.eu/code/pdf/370000en.htm> .

⁶ For a list of the official EU languages and the languages of the candidate countries please refer to <http://publications.europa.eu/code/pdf/370000en.htm> .

⁷ Simulation software is encouraged to be used for this purpose.

files, primary and supporting archives (images etc.) including a section containing all files needed for a reprint exercise.

Use of third-party material

Images/Illustrations: the use of third-party material subject to royalties, copyright or licensing such as images and illustrations, where expressly requested by the Agency, will be reimbursed to the contractor on an ad-hoc basis. Exempted from this procedure are e.g. all artwork, graphs, illustrations developed for or on behalf of the Agency, and images or collections already in possession of the contractor (see Art. II.8 of Annex I – Draft Contract).

Fonts: there will be no reimbursement for font usage. In the event that specific font sets will have to be acquired for a specific design concept, this will be done on an ad-hoc basis provided that this was expressly requested or pre-approved by the Agency.

Delivery services

The contractor shall deliver electronic documents and materials using adequate means i.e. secure internet-based link appropriate to the kind of the materials to be delivered. In the case where physical material has to be exchanged between the contractor and the Agency the sender will bear the costs.

The contractor must indicate a detailed production planning in order to meet the delivery deadlines for the print products (where production is requested or inquired about by the Agency). The Agency reserves the right to reject the delivered products if damage or incompliance with the order is stated within 48 hours from delivery, in which case the contractor must arrange for the delivery of corrected products in agreement with the Agency (without prejudice to any measures or remedies available to the Agency, including – without limitation– liquidated damages). In case of material available in various language versions it shall be sorted and (in case of ordered production) packed by language version, with clear indications on the external packaging.

The tenderer shall deliver the documents or products to the Agency premises in Cologne (and/or as the case may be, electronically if so requested by the Agency). The tenderer may occasionally also be asked to deliver documents and products to a place/destination specified by the Agency outside the Cologne region or abroad.

In the case of physical deliveries the tenderer shall inform the Agency in advance of the costs for delivery (these costs will be reimbursed on prior agreement and acceptance by the Agency), and afterwards, follow-up the transport and inform the Agency of the delivery status.

The tenderer will retain responsibility for the products until they are successfully delivered to the specified destination (see Annex I – Draft Contract, II.1.1).

2.2.3 LOT 3 – Design and production services

Lot 3 covers support to further develop the Agency's print and digital output by developing and designing new concepts and templates for both paper and digital publishing.

The contractor would in principle be required to design (for both paper and web) new products such as technical reports, brochures, posters, flyers, advertising campaigns etc. and produce the final products when so required. This must be done in accordance with corporate style guidelines which will be provided by the Agency, as well as –if so requested by the Agency– through further development of the style guide.

The contractor would be required to regularly propose and, where so approved by the Agency, implement new ideas in line with the Agency's established brand and its evolution.

The tenderer shall be able to work in all current and any possible future official languages of the European Union⁸, as well as Norwegian and Icelandic (non-EU EASA Member States) and the languages of the candidate countries⁹, for, but not limited to the following services and products:

- Graphic design and development services including the provision of new design concepts;
- Preparing new style guides for event-related material, new campaigns, new publication series;
- Designing and producing new products such as reports, brochures, posters, flyers, advertising campaigns;
- Preparing artwork, developing and implementing illustrations, graphs, pictures;
- Liaison with third parties like stock photo agencies;
- Any other design related service and/or consultancy requested by the Agency.

The above list of products and services in Lot 3 has been provided by way of example and is not exhaustive. The Agency may request graphic design related services not specifically mentioned in these Technical Specifications.

Outline of the services required

The Agency requires graphic design consultancy services to develop design concepts for products or campaigns on paper, electronic, cross-media or any other support and for use with any means of communication. It is expected that it will also need design and layout services to improve the presentation of its paper-based and electronic production. For this purpose, the tenderer shall be able to prepare regularly new designs and artwork for the Agency. The tenderer may also be requested to review and adapt the Agency's corporate design to new standards and amend templates accordingly.

The designs shall be implemented as Adobe InDesign templates or any other mainstream graphic design application file format requested by the Agency.

The tenderer shall be able to receive, transmit and access materials through internet based services. Ideas, requests and concepts will be delivered by the Agency to the tenderer mainly in Microsoft word format or equivalent.

For every service or design concept the tenderer shall provide proof print or electronic proofs and organise improvement rounds, depending on the content and language of the document.

For every service or design concept – in each language version to be developed – the tenderer shall provide an archive containing for each language version the complete collection of electronic files, open files, primary and supporting archives (images etc.) including a section containing all files needed for a re-print exercise.

The design and pre-press services provided by the tenderer shall be able to deliver ready-to-print files as well as electronic files optimised and suitable for digital (web) publication, as well as the final products when so required (high-level off-set, five-colour printing in all languages defined above). Before the production is launched (in cases where production shall be requested by the Agency), the Contractor is obliged to present a proof (physical or electronic¹⁰) in order to obtain a final approval for production. The tenderer may also be requested to submit samples of the printable material (paper in different qualities, colours etc.) before production, in order for the Agency to choose the most suitable material.

⁸ For a list of the official EU languages and the languages of the candidate countries please refer to <http://publications.europa.eu/code/pdf/370000en.htm>.

⁹ For a list of the official EU languages and the languages of the candidate countries please refer to <http://publications.europa.eu/code/pdf/370000en.htm>.

¹⁰ Simulation software is encouraged to be used for this purpose.

The tenderer shall be able to provide technical advice/guidance in questions related to the subject of the framework contract.

Use of third-party material

Images/Illustrations: the use of third-party material subject to royalties, copyright or licensing such as images and illustrations, where expressly requested by the Agency, will be reimbursed to the contractor on an ad-hoc basis. Exempted from this procedure are e.g. all artwork, graphs, illustrations developed for or on behalf of the Agency, and images or collections already in possession of the contractor.

Fonts: there will be no reimbursement for font usage. In the event that specific font sets will have to be acquired for a specific design concept, this will be done, and reimbursed, on an ad-hoc basis provided that this was expressly requested or pre-approved by the Agency.

Delivery services

The tenderer shall deliver electronic documents and materials using adequate means i.e. secure internet-based link appropriate to the kind of the materials to be delivered. In the case where physical material has to be exchanged between the contractor and the Agency the sender will bear the costs.

The contractor must indicate a detailed production planning in order to meet the delivery deadlines for the final products (where production is requested or inquired about by the Agency). The Agency reserves the right to reject the delivered products if damage or incompliance with the order is stated within 48 hours from delivery, in which case the contractor must arrange for the delivery of corrected products in agreement with the Agency (without prejudice to any measures or remedies available to the Agency, including – without limitation– liquidated damages). In case of material available in various language versions it shall be sorted and (in case of ordered production) packed by language version, with clear indications on the external packaging.

The contractor shall deliver the documents or products to the Agency premises in Cologne (and/or as the case may be, electronically if so requested by the Agency). The contractor may occasionally also be asked to deliver documents and to a place/destination specified by the Agency outside the Cologne region or abroad. In the case of physical deliveries the contractor shall inform the Agency in advance of the costs for delivery (these costs will be reimbursed on prior agreement and acceptance by the Agency), and afterwards, follow-up the transport and inform the Agency of the delivery status.

The contractor will retain responsibility for the products until they are successfully delivered to the specified destination (see Annex I – Draft Contract, II.1.1).

2.3 Volume of the contract

The Agency intends to sign a framework contract with the successful tenderer(s) for a maximum total potential value of **1.300.000 EUR** (one million three hundred thousand Euro) and for a maximum duration of four years.

The different lots will be awarded as follows:

- LOT 1: maximum total of **300.000 EUR** (approx. 75.000 EUR per year¹¹)
- LOT 2: maximum total of **600.000 EUR** (approx. 150.000 EUR per year¹²)
- LOT 3: maximum total of **400.000 EUR** (approx. 100.000 EUR per year¹³)

¹¹ This amount is provided as an indicative estimation only and shall in no way whatsoever be binding on the Agency.

¹² This amount is provided as an indicative estimation only and shall in no way whatsoever be binding on the Agency.

¹³ This amount is provided as an indicative estimation only and shall in no way whatsoever be binding on the Agency.

2.4 Duration of the contract

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

2.5 Place of Delivery

The successful tenderer(s) shall deliver the services primarily at EASA's premises in Cologne, Germany (and/or as the case may be, electronically if so requested by the Agency). The successful tenderer(s) may occasionally also be asked to deliver documents and products to a place specified by the Agency outside the Cologne region or abroad (see section 2.2). The contractor shall notify/confirm to the Agency the exact date of any physical delivery at least **two days** in advance.

2.6 Variant solutions

Variants are not permitted.

2.7 Communication and Reporting

The contractor shall be able to communicate with the Agency in English, which is the Agency's main working language.

The contractor shall appoint an account manager who will be the contact for all matters linked to the framework contract.

The account manager shall guarantee efficient and on-demand response to the Agency's requests for quotations, contacts, meetings and other administrative requests.

The contractor shall provide the Agency with a regular six-month overview report about the situation of finalised and on-going projects. This report shall include: the name of the project, the number of the specific contract or order form, the total maximum sum committed, the amounts invoiced and if applicable open amounts related to the specific contract or order form and any comments related to the project management which could help to improve the process. This report must be signed/approved by the account manager.

Upon request of the Agency, the account manager or a representative of the contractor may be invited to attend a yearly meeting on the current status of the contract or to additional meetings about on-going projects at its own costs.

2.8 Description of the Contract

A framework contract is a legal agreement between two parties - in this case, the Agency and the contractor. It acts as the basis for possible future purchase of services by the Agency. The framework contract contains, inter alia, a description of the scope of services that can be purchased by the Agency, methodology, timing and fees to be respected by the Contractor. It is a contract of a fixed duration (within a fixed maximum duration of 4 years) but with no fixed value, only a maximum total value. The framework contract itself is not an order for services or supplies and does not constitute a financial commitment.

Implementation of the framework contract

The framework contract is intended to be signed for an initial one-year period, and should be renewable up to a maximum of three times, under the same conditions. The Agency intends to issue individual and successive specific contracts over the period of validity of the framework contract.

Services shall be requested under "specific contracts" linked to particular activities, over a given period.

Specific contracts shall take the form of one of the documents provided under Annexes III.a and III.b to the draft framework contract. Either format may be used for implementation of the framework contract indiscriminately, depending on the Agency's needs. The specific contract model proposed under Annex III.b to the draft framework contract may also be referred to as an "Order Form".

NB: No legal or financial commitment exists on behalf of either party until the specific contract is signed by both parties.

2.8.1 Cascading System

In every lot the Agency intends to sign multiple framework contracts with the (maximum 3) most successful tenderers. 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 through Specific Contracts. For signing Specific Contracts or Orders the Agency shall use the cascading mechanism.

The cascading mechanism

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

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

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

2.8.2 Implementation of the Contract

For each new order, a new quotation shall be requested by the Agency. On the basis of the quotation sent by the contractor, an individual contract (Specific contract) will be issued per project or, where appropriate, more than one project may be included in a Specific Contract.

For example in LOT 1 – Off-set digital printing and copying services:

The contractor will receive a printing service request, indicating at least the following information – number of copies, delivery time and delivery place.

The request shall be acknowledged by the contractor by e-mail within the requested response time indicating whether or not they are able to deliver the services. In the absence of an acceptance within the requested response time, the contractor shall be deemed unable to deliver the services and the cascading mechanism may be followed accordingly.

On acceptance of the printing service request, EASA shall prepare a specific contract/order form accordingly.

Within seven days of a specific contract (SC) / order form (OF) being sent by the Agency to the contractor, the Agency shall receive it back, duly signed and dated. In the absence of such SC/OF being returned within seven days the contractor shall be deemed unable to deliver the services and the cascading mechanism may be followed accordingly.

The same rules (as described above) will also be applied in lots 2 and 3.

2.8.3 Payment Formalities

Invoices shall be paid in the financial year to which they refer, so that the principle of annuality is safeguarded.

Invoices shall be supplied as original on paper. If required by the Agency, invoices may also be requested electronically for information purposes only.

The invoice amount shall be stated in Euro.

Invoices shall be issued per specific contract and specify (where applicable):

- EASA's specific contract/order form number
- Project title or detailed information of the services provided, if applicable
- Correct name and address of the Agency
- Final amount (gross and net amount, where applicable also reference to VAT or VAT exemption)
- Supplier's IBAN, BIC/SWIFT code, Bank name and address as provided in the Financial Identification form

No additional charges shall appear on the invoice: the final price should include all charges, in line with the Model Financial Offer provided by the contractor (**Annex II**).

Please note that EASA is a public body governed by European Public Law. Pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities, the Agency is exempt from all taxes and duties, including value added tax. Consequently, EASA has no local (national) tax ID, nor one for intra community purchases. Although the Agency is located in Germany, EASA does not fall under the national German tax laws and tax authority. Therefore the contractor is requested to clearly specify in the invoice net and gross amount as well as the VAT applied to the services / products.

3 Exclusion and selection criteria

3.1 Exclusion criteria

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

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

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

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

Means of proof required

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

Nota bene 1:

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.

Nota bene 2:

As indicated in section 1.14 tenderers shall provide, together with their offer, a duly signed and dated statement of acceptance (in the form provided in **Annex IX**).

3.2 Selection Criteria

The Selection Criteria are identical for Lot 1, Lot 2 and Lot 3 and the below evidence shall be presented for each lot the tenderer wishes to submit an offer for.

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

3.2.1 Legal capacity

Requirement

Tenderers, (including all consortium members and any proposed sub-contractors), are asked to prove that they are authorised to perform the contract under the national law as evidenced by inclusion in a trade or professional register, or a sworn declaration or certificate, membership of a specific organisation, express authorisation or entry in the VAT register.

Evidence required

Tenderers, (including all consortium members and any proposed sub-contractors), shall provide a duly filled in and signed **Legal Entity Form** (see **Annex V**) **accompanied by the documents** requested therein. (Where a tenderer has already signed another contract with EASA, he may provide instead of the legal entity file and its supporting documents a copy of the legal entity file provided on that occasion, unless a change in his legal status occurred in the meantime or the legal entity file or its supporting documents are older than one year).

3.2.2 Economic & financial capacity

Requirement

- The tenderer must be in a stable financial position and have the economic and financial capacity to perform the contract;
- The yearly overall turnover in the last two years must not have fallen below 100.000 EUR.

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 duly dated and signed statement of overall turnover **during the last three financial years**;
- if, for some exceptional reason which EASA considers justified, the tenderer is unable to provide the references requested by the Contracting Authority, he may prove his economic and financial capacity by any other means which EASA considers appropriate.

3.2.3 Technical and professional capacity

Requirements:

A. The tenderer must have a minimum of two years of experience with projects similar to the services under the contract acquired in the period 2009 - 2011.

B. The tenderer must possess the appropriate organisational and staffing structure for the services required by the Agency during at least the last 3 years.

C. The tenderer must demonstrate that it has competent staff to carry out the services under the contract. The account manager and the main team responsible for carrying out the project must have the appropriate educational qualifications and must have at least three years of professional experience in the service required under the contract and a good level of working English.

D. The tenderer must demonstrate that he has the appropriate facilities, technical equipment and material to carry out the services required under the contract.

E. The tenderer must demonstrate that he meets the requirement of offering services covering a multi-lingual dimension as detailed in 2.2.

To this end, the tenderers must enclose supporting evidence, as described below.

Evidence required

For all Lots, the following documents and information must be presented as evidence of compliance with the technical and professional requirements:

For A:

- Evidence 1: A detailed list of the main current activities of the company;
AND
- Evidence 2: A description and evidence (in form of samples) of major (minimum three) completed projects relevant to the required services accomplished in the last three years, indicating the precise type of work carried out, the date (period 2009-2011), the approximate value of the contract and the customer. This evidence is to be given by completing the **table in Annex XI – Reference Projects**.

For B:

- A description of the firm's organisation/network (company's seat, any further local or regional offices, cooperation partnerships with other companies etc.) and organisational structure (including an organogram if available), including a statement of the average annual manpower and the number of managerial staff in the last three years.

For C:

- CVs (using CV form in Annex III) of the account manager and the main team who will be responsible for carrying out the project (including those of their main sub-contractors if applicable) and any other evidence of educational and professional qualifications of these staff members (e.g. diplomas, prizes, etc.) reflecting their capacity to meet the requirements stated in the terms of reference.

For D:

- A description of the firm's premises and facilities, including a description of the technical equipment to be used to perform the tasks indicated in the terms of reference.

For E:

- A description of how the company will manage to produce material in all requested languages.

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 tenderers meeting the requirements of the exclusion and selection criteria will have their tender evaluated in terms of quality and (potentially) price.

The contract(s) shall be awarded to the tenderer(s) (maximum three in each lot) submitting the admissible tender offering the best-value-for-money (best quality-price ratio).

4.1 Technical evaluation

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

LOT 1: Off-set digital printing and copying services

NO	CRITERIA	MAX SCORE	AWARDED SCORE
1	Organisation & Methodology <ul style="list-style-type: none"> • Approach • Understanding of Agency’s needs and specific nature of the requested services • Risks involved and proposed mitigation measures (etc.) • Project management • Time management toward meeting deadlines • Quality control • Customer service methodology (etc.) • Environmental measures • Any on-line facility for the Agency to submit designs for print 	45	
2	Quality and Impact of Simulations (see Annex X) <ul style="list-style-type: none"> • Concrete task approach and timing • Practical methodology • Quality of Samples (etc.) 	45	
3	Range of services offered (as detailed in catalogue)	10	
	TOTAL	100	

Please refer to 4.2 below (points I. to III.) and to Annex X for more detailed information on this technical evaluation grid.

Nota bene: Only tenderers scoring 30 points or more in Award Criterion 2 “Quality and Impact of Simulations” shall be evaluated further.

LOT 2: Layout and production services

NO	CRITERIA	MAX SCORE	AWARDED SCORE
1	<p>Organisation & Methodology</p> <ul style="list-style-type: none"> • Approach • Understanding of Agency’s needs and the specific nature of the requested services • Risks involved and proposed mitigation measures (etc.) • Project management • Time management toward meeting deadlines • Quality control • Customer service methodology (etc.) • Environmental measures 	50	
2	<p>Quality and Impact of Simulations (see Annex X)</p> <ul style="list-style-type: none"> • Concrete task approach and timing • Practical methodology • Creativity • Originality • Quality of Samples (etc.) 	50	
	TOTAL	100	

Nota bene: Only tenderers scoring 35 points or more in Award Criterion 2 “Quality and Impact of Simulations” shall be evaluated further.

LOT 3: Design and production services

No	CRITERIA	MAX SCORE	AWARDED SCORE
1	<p>Organisation & Methodology</p> <ul style="list-style-type: none"> • Approach • Understanding of Agency’s needs and the specific nature of the requested services • Risks involved and proposed mitigation measures (etc.) • Project management • Time management toward meeting deadlines • Quality control • Customer service methodology (etc.) • Environmental measures 	50	
2	<p>Quality and Impact of Simulations (see Annex X)</p> <ul style="list-style-type: none"> • Concrete task approach and timing • Practical methodology • Creativity • Originality • Quality of Samples (etc.) 	50	
	TOTAL	100	

Nota bene: Only tenderers scoring 35 points or more in Award Criterion 2 “Quality and Impact of Simulations” shall be evaluated further.

4.2 Technical proposal

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

1. ORGANISATION & METHODOLOGY:

- Any comments on the terms of reference of importance for the successful execution of the contract, thus demonstrating the degree of understanding of the contract, the communication intentions of the Agency as well as its communication needs from the tenderer. An opinion on the key issues related to the achievement of the contract objectives and expected results.
- An explanation of the risks and assumptions affecting the execution of the contract.
- A description of the proposed approach to the Contract so that the services outlined in the terms of reference are carried out as efficiently as possible in terms of cost, speed and quality.
- A detailed description of the proposed team, detailing the role of each team member and how the framework contract will be managed in general. With regard to day-to-day contract management tenderers must show how they will be able to work closely with the responsible services of the Agency.

- In the case of a tender being submitted by a consortium, a description of the input from each of the consortium members and the distribution and interaction of tasks and responsibilities between them.
- A description of sub-contracting arrangements foreseen, if any, with a clear indication of the tasks that will be entrusted to a sub-contractor and to what extent (proportion in %) and the quality assurance methods to be used in relation to these tasks. A statement by the tenderer guaranteeing the eligibility of any sub-contractor shall be included as well, in case the subcontractor/s are not known at the moment of the tender submission (in accordance with the provision of section 1.5).
- A description of the customer service methodology used, including quality assurance of completion of services in a timely manner.
- A short description of any environmentally friendly measures used (relevant certificate, paper recycling, ink policies, packaging etc.).
- Only for **LOT 1**:
 - A description of how the company will manage to meet the strict delivery deadline of two-working days for simple printing and copying services, and provide simulations of requested products before production (via simulation software).
 - If available, a description of an "on-line" facility for the Agency to submit its designs for printing. This shall be regarded as an asset.
- Only for **LOTS 2 and 3**: A description of how the tenderers will manage to be available at the Agency's headquarters in Cologne at short notice for meetings, or services to be carried out on the spot.

2. QUALITY AND IMPACT OF THE SIMULATIONS:

- The tenderer shall carefully read the simulation exercises for Lots 1, 2 and 3 in Annex X and follow the instructions given to prepare his offer for the respective lots and provide the required samples. All requested samples must be provided. Failure to provide any samples as requested will result in no points being allocated for the missing samples.
- Quality of the requested samples as well as a detailed description of the tenderers' approach and methodology with respect to the tasks under the **relevant simulation** in Annex X. The Tenderer must provide a clear and detailed description of the planned actions and project management, as well as the relevance and functionality of his approach. The Tenderer must demonstrate in the simulation that he understands the scope and responsibilities of the Agency's work.
- For Lots 2 and 3 the tenderer must also demonstrate the originality and creativity of his approach.

ONLY FOR LOT 1:

3. RANGE OF SERVICES

The tenderer shall add a print catalogue with the complete range of services and products the tenderer can offer, including pricing, in his offer. The Agency reserves its right to order from the catalogue in the future.

The information in the technical proposal must be consistent with the terms of reference and such technical proposal must be signed by the tenderer.

4.3 Technical quality threshold

Only tenderers scoring **70 points or more** (of a maximum of 100 points) against the technical award criteria in the relevant lot will have their financial proposal evaluated.

4.4 Financial evaluation

The financial offers will be first checked for any arithmetical errors in computation and summation. The financial evaluation will be made on the basis of the price offered in the model financial offer (**Annex II**).

LOT 1: Off-set digital printing and copying services

Package	Title	Description	Weighting
A	Printing and copying	Sum of Average prices for package A	10
B	Printing of posters	Sum of Average prices for package B	20
C	Printing of leaflets, brochures, reports, newsletters	Sum of Average prices for package C	20
D	Other printing	Sum of Average price for package D	15
E	Large format printing	Sum of Average prices for package E	20
F	Finishing and Binding services	Sum of Average prices for package F	5
G	Photo prints	Sum of Average price for package G	5
H	Printing on other media	Average price for package H	5

For LOT 1: The financial evaluation will be made on the basis of the prices offered in the price list (Annex II A) and the following formula:

$$\text{Financial score for Tender X} = 10 * (\text{PA}_{\min} / \text{PA}_x) + 20 * (\text{PB}_{\min} / \text{PB}_x) + 20 * (\text{PC}_{\min} / \text{PC}_x) + 15 * (\text{PD}_{\min} / \text{PD}_x) + 20 * (\text{PE}_{\min} / \text{PE}_x) + 5 * (\text{PF}_{\min} / \text{PF}_x) + 5 * (\text{PG}_{\min} / \text{PG}_x) + 5 * (\text{PH}_{\min} / \text{PH}_x)$$

Where:

$P(A/B/C/D/E/F/G/H)_{\min}$ = Cheapest price for package (A/B/C/D/E/F/G/H)

$P(A/B/C/D/E/F/G/H)_x$ = Price for package (A/B/C/D/E/F/G/H) from Tender X

LOT 2: Layout and production services

Package	Title	Description	Weighting
A (Price List)	Staff	Sum of sub-weightings Administrative/Project Support: 10 Graphic Designer: 50 Junior Graphic Designer: 40	50
B (Price List)	Production	Sum of Average prices for package B	20
C (Scenario)	Scenario	Total Price	30

For LOT 2: The financial evaluation will be made on the basis of the prices offered in the price list and scenario (Annexes II B1 and B2) and the following formula:

$$\text{Financial score for Tender X} = 50 * (\text{PA}_{\min} / \text{PA}_x) + 20 * (\text{PB}_{\min} / \text{PB}_x) + 30 * (\text{PC}_{\min} / \text{PC}_x)$$

Where:

$P(A/B/C)_{\min}$ = Cheapest price for package (A/B/C)

$P(A/B/C)_x$ = Price for package (A/B/C) from Tender X

LOT 3: Design and production services

Package	Title	Description	Weighting
A (Price List)	Staff	Sum of sub-weightings Administrative/Project Support: 10 Consultant: 20 Graphic Designer: 40 Junior Graphic Designer: 30	40
B (Price List)	Production	Sum of Average prices for package B	20
C (Scenario)	Scenario	Total Price (sum of total design, production and delivery costs)	40

For LOT 3: The financial evaluation will be made on the basis of the prices offered in the price list and scenario (Annexes II C1 and C2) and the following formula:

$$\text{Financial score for Tender X} = 40 * (\text{PA}_{\min} / \text{PA}_x) + 20 * (\text{PB}_{\min} / \text{PB}_x) + 40 * (\text{PC}_{\min} / \text{PC}_x)$$

Where:

$P(A/B/C)_{\min}$ = Cheapest price for package (A/B/C)

$P(A/B/C)_x$ = Price for package (A/B/C) from Tender X

4.5 Financial proposal

- The financial proposal shall be presented in the format provided in **Annex II**. The tenderer shall fill out the excel sheets provided in Annex II for the respective lots he wishes to submit his offer for:
 - **LOT 1: Off-set digital printing and copying services – Annex II A**
 - **LOT 2: Layout and production services – Annex II B**
 - **LOT 3: Design and production services – Annex II C**
- *IMPORTANT: Every tenderer is required to verify that the results of all automatic formulas applied in the excel table (model financial offer) are correct and ensure that all averages, sub-totals, totals etc. are correct and in line with the price lists provided.**
- All prices must be indicated. The offer shall be deemed invalid if one or several prices are not filled in.
- Prices must be quoted in **EURO** and include all expenses necessary to perform the contract.
- The price quoted is fixed and shall be subject to **NO revision**.
- Prices must be quoted free of all duties, taxes (such as VAT) and other charges, as EASA is exempt from such charges under Articles 3 and 4 of the Protocol on the privileges and immunities of the European Communities.
- Costs incurred in preparing and submitting tenders are borne by the tenderer and shall not be reimbursed.

4.6 Choice of the selected tender

LOT 1: The most economically advantageous tender is established by weighing technical quality against price on a **40/60** basis.

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

Consolidated score = Technical score*0,4 + Financial score*0,6

LOT 2: The most economically advantageous tender is established by weighing technical quality against price on a **50/50** basis.

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

Consolidated score = Technical score*0,5 + Financial score*0,5

LOT 3: The most economically advantageous tender is established by weighing technical quality against price on a **50/50** basis.

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

Consolidated score = Technical score*0,5 + Financial score*0,5

ANNEX I - DRAFT CONTRACT



EUROPEAN AVIATION SAFETY AGENCY

**FRAMEWORK SERVICE CONTRACT FOR THE PROVISION OF
(Lot 1) OFF-SET DIGITAL PRINTING AND COPYING SERVICES
(Lot 2) LAYOUT AND PRODUCTION SERVICES
(Lot 3) DESIGN AND PRODUCTION SERVICES (to be selected as
appropriate) TO EASA**

CONTRACT NUMBER – [EASA.2012.FCXX]

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 Patrick Goudou, Executive Director,*

of the one part,

and

[official name in full]
[official legal form]
[official address in full]

[statutory registration number]
[VAT registration number]

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

of the other part,

HAVE AGREED

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

Annex I – Tender Specifications No [complete]

Annex II – Contractor's Tender of [date]

Annex III – (a) [Specific Contract] *[and]*
(b) [Order Form]

[Other Annexes]

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 [order forms] [and] [specific contracts] (Annex III), the latter taking precedence over 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.8, should it dispute any such instruction.

PREAMBLE

The Contractor was selected as the [*complete: first, second, or third*] contractor of a multiple contract according to the cascading system and following the conclusion of the evaluation process.

The [*complete: first*] contractor of the multiple contracts for this lot is:
[*complete*]

The [*complete: second*] contractor of the multiple contracts for this lot is:
[*complete*]

The [*complete: third*] contractor of the multiple contracts for this lot is:
[*complete*]

I – SPECIAL CONDITIONS

ARTICLE I.1 - SUBJECT

- I.1.1** The subject of the Contract is the provision of the Agency with (to be defined)
(Lot 1) Off-set digital printing and copying services
(Lot 2) Layout and production services
(Lot 3) Design and production services
- I.1.2** Signature of the Contract imposes no obligation on the Agency to purchase. Only implementation of the Contract through [order forms] and [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.
- 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 12 (in words: 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 order forms or specific contracts shall be returned signed before the Contract to which they refer expires.
- The Contract shall continue to apply to such order forms and specific contracts after its expiry, but no later than 6 (in words: six) months.
- 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 subject to no revision for the entire duration of the Contract.

I.3.4 – VOLUME OF THE CONTRACT

The maximum aggregate amount of all the specific contracts and order forms to be signed under the Contract shall be (to be defined) Lot 1: 300.000 (three hundred thousand EURO) / Lot 2: 600.000 EUR (six hundred thousand EURO) / Lot 3: 400.000 (four hundred thousand EURO) over the total maximum duration of the Contract.

ARTICLE I.4 – IMPLEMENTATION OF THE CONTRACT

I.4.1 The implementation of the services shall be as described in **Annex I**.

I.4.2 Within seven days of a specific contract (SC)/ order form (OF) being sent by the Agency to the Contractor, the Agency shall receive it back, duly signed and dated. In the absence of such SC/OF being returned within seven days the contractor shall be deemed unable to deliver the services and the cascading mechanism may be followed accordingly. 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.

I.4.3 For any products or other outcome of services requiring physical delivery under this Contract, unless otherwise instructed by the Agency, such delivery shall take place in Cologne, Germany; the tenderer may occasionally also be asked to deliver documents and products to a place specified by the Agency outside the Cologne region or abroad. The Contractor shall re-confirm to the Agency the exact date of any such physical delivery at least **two days** in advance.

ARTICLE I.5 – PAYMENT PERIODS

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 / order forms have not been executed as a result of default or negligence on the part of the Contractor. No pre-financing or interim payments shall be foreseen under this Contract.

I.5.1 INFORMATION ON PAYMENT

Requests 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 order or specific contract to which they refer.

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

ARTICLE I.6 – BANK ACCOUNT

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

Name of bank: [complete]

Address of branch in full: [complete]

Exact designation of account holder: [complete]
Full account number including codes: [complete]
IBAN code: [complete]
SWIFT/BIC code: [complete]

ARTICLE I.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 order or 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:**

Agency:

European Aviation Safety Agency
Executive Directorate
Communications & External Relations department
Postfach 10 12 53
D-50452 Köln
Deutschland

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 European Union 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. The data shall be processed solely for the purposes of the performance, management and monitoring of the Contract by the Agency without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in application of European Union law. The Contractor shall have the right of access to his/her personal data and the right to rectify any such data. Should the Contractor have any queries concerning the processing of his/her personal data, s/he shall address them to the Agency. The Contractor shall have right of recourse at any time to the European Data Protection Supervisor.

Where the Contract requires the processing of personal data, the Contractor may act only under the supervision of the data controller, in particular with regard to the purposes of the processing, the categories of data which may be processed, the recipients of the data, and the means by which the data subject may exercise his/her rights.

The data shall be confidential within the meaning of Regulation (EC) No 45/2001 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data by Community institutions and bodies and on the free movement of such data. The Contractor shall limit access to the data to the staff strictly necessary for the performance, management and monitoring of the Contract.

The Contractor undertakes to adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature of the personal data concerned in order to:

- a) prevent any unauthorised person from having access to computer systems processing personal data, and especially:
 - i) unauthorised reading, copying, alteration or removal of storage media;
 - ii) unauthorised data input as well as any unauthorised disclosure, alteration or erasure of stored personal data;
 - iii) unauthorised persons from using data-processing systems by means of data transmission facilities;
- b) ensure that authorised users of a data-processing system can access only the personal data to which their access right refers;
- c) record which personal data have been communicated, when and to whom;
- d) ensure that personal data being processed on behalf of third parties can be processed only in the manner prescribed by the contracting institution or body;
- e) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorisation;
- f) design its organisational structure in such a way that it meets data protection requirements.

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 six 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.

ARTICLE I.11 – INTELLECTUAL AND INDUSTRIAL PROPERTY

Any results or rights thereon, including copyright and other intellectual or industrial property rights, obtained in performance of the Contract, shall be owned solely by the Agency, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation, except where industrial or intellectual property rights exist prior to the Contract being entered into –in which latter case the Contractor shall (i) ensure that the Agency can freely use (in the broadest sense meant above, i.e. including publish, assign, transfer...) any product delivered to it under the Contract without violating/infringing any such rights and without any additional costs/charges and (ii) hold the Agency harmless of any claims in connection with such use. All such

information shall be held in the strictest confidence and none of it shall be disclosed or copied to third parties without explicit written consent from the Agency.

II – GENERAL CONDITIONS

ARTICLE II. 1 – PERFORMANCE OF THE CONTRACT

- II.1.1** The Contractor shall perform the Contract to the highest professional standards. The Contractor shall have sole responsibility for complying with any legal obligations incumbent on him, notably those resulting from employment, tax and social legislation.
- II.1.2** The Contractor shall have sole responsibility for taking the necessary steps to obtain any permit or licence required for performance of the Contract under the laws and regulations in force at the place where the tasks assigned to him are to be executed.
- II.1.3** Without prejudice to Article II.3 any reference made to the Contractor's staff in the Contract shall relate exclusively to individuals involved in the performance of the Contract.
- II.1.4** The Contractor must ensure that any staff performing the Contract have the professional qualifications and experience required for the execution of the tasks assigned to him.
- II.1.5** The Contractor shall neither represent the Agency nor behave in any way that would give such an impression. The Contractor shall inform third parties that he does not belong to the European public service.
- II.1.6** The Contractor shall have sole responsibility for the staff who execute the tasks assigned to him.

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

- staff executing the tasks assigned to the Contractor may not be given orders direct by the Agency;
 - the Agency may not under any circumstances be considered to be the staff's employer and the said staff shall undertake not to invoke in respect of the Agency any right arising from the contractual relationship between the Agency and the Contractor.
- II.1.7** In the event of disruption resulting from the action of a member of the Contractor's staff working on Agency premises or in the event of the expertise of a member of the Contractor's staff failing to correspond to the profile required by the Contract, the Contractor shall replace him without delay. The Agency shall have the right to request the replacement of any such member of staff, stating its reasons for so doing. Replacement staff must have the necessary qualifications and be capable of performing the Contract under the same contractual conditions. The Contractor shall be responsible for any delay in the execution of the tasks assigned to him resulting from the replacement of staff in accordance with this Article.
- II.1.8** Should any unforeseen event, action or omission directly or indirectly hamper execution of the tasks, either partially or totally, the Contractor shall immediately and on his own initiative record it and report it to the Agency. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the Contractor to ensure full compliance with his obligations under the Contract. In such event

the Contractor shall give priority to solving the problem rather than determining liability.

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

ARTICLE II. 2 – LIABILITY

- II.2.1** The Agency shall not be liable for damage sustained by the Contractor in performance of the Contract except in the event of wilful misconduct or gross negligence on the part of the Agency.
- II.2.2** The Contractor shall be liable for any loss or damage caused by himself in performance of the Contract, including in the event of subcontracting under Article II.13. The Agency shall not be liable for any act or default on the part of the Contractor in performance of the Contract.
- II.2.3** The Contractor shall provide compensation in the event of any action, claim or proceeding brought against the Agency by a third party as a result of damage caused by the Contractor in performance of the Contract.
- II.2.4** In the event of any action brought by a third party against the Agency in connection with performance of the Contract, the Contractor shall assist the Agency. Expenditure incurred by the Contractor to this end may be borne by the Agency.
- II.2.5** The Contractor shall take out insurance against risks and damage relating to performance of the Contract if required by the relevant applicable legislation. He shall take out supplementary insurance as reasonably required by standard practice in the industry. A copy of all the relevant insurance contracts shall be sent to the Agency should it so request.

ARTICLE II. 3 - CONFLICT OF INTERESTS

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

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

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

II.3.3 The Contractor declares:

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

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

ARTICLE II. 4 – INVOICING AND PAYMENTS

II.4.1 Pre-financing:

Where required by Article I.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 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 order or 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 order or 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 and set out the reasons for the suspension by registered letter with acknowledgment of receipt or equivalent. Suspension shall take effect from the date of dispatch of the letter. The remainder of the period referred to in Article I.5 shall begin to run again once the suspension has been lifted.

II.5.3 In the event of late payment the Contractor shall be entitled to interest, provided the calculated interest exceeds EUR 200. In case interest does not exceed EUR 200, the Contractor may claim interest within two months of receiving the payment. Interest shall be calculated at the rate applied by the European Central Bank to its most recent main refinancing operations (*“the reference rate”*) plus seven percentage points (*“the margin”*). The reference rate in force on the first day of the month in which the payment is due shall apply. Such interest rate is published in the C series of the Official Journal of the European Union. Interest shall be payable for the period elapsing from the calendar day following expiry of the time limit for payment up to the day of payment. Suspension of payment by the Agency may not be deemed to constitute late payment.

ARTICLE II. 6 – RECOVERY

II.6.1 If total payments made exceed the amount actually due under the Contract or if recovery is justified in accordance with the terms of the Contract, the Contractor shall reimburse the appropriate amount in euro on receipt of the debit note, in the manner and within the time limits set by the Agency.

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

II.6.3 The Agency may, after informing the Contractor, recover amounts established as certain, of a fixed amount and due by offsetting, in cases where the Contractor also has a claim on the European Union that is certain, of a fixed amount and due. The Agency may also claim against the guarantee, where provided for.

ARTICLE II. 7 – REIMBURSEMENTS

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

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

II.7.3 Travel expenses shall be reimbursed as follows:

- a)** travel by air shall be reimbursed up to the maximum cost of an economy class ticket at the time of the reservation;

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

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

- a) for journeys of less than 200 km (return trip) no subsistence allowance shall be payable;
- b) daily subsistence allowance shall be payable only on receipt of a supporting document proving that the person concerned was present at the place of destination;
- c) daily subsistence allowance shall take the form of a flat-rate payment to cover all subsistence expenses, including accommodation, meals, local transport, insurance and sundries;
- d) daily subsistence allowance, where applicable, shall be reimbursed at the rate specified in Article I.3.

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

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

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

ARTICLE II. 9 – CONFIDENTIALITY

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

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

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

II.10.1 The Contractor shall authorise the Agency to process, use, distribute and publish, for whatever purpose, by whatever means and on whatever medium, any data contained in or relating to the Contract, in particular the identity of the Contractor, the subject matter, the duration, the amount paid and the reports. Where personal data is concerned, Article I.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 Agency. It shall state that the opinions expressed are those of the Contractor only and do not represent the Agency's official position.

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

ARTICLE II. 11 – TAXATION

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

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

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

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

ARTICLE II. 12 – FORCE MAJEURE

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

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

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

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

ARTICLE II. 13 – SUBCONTRACTING

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

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

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

ARTICLE II. 14 – ASSIGNMENT

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

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

ARTICLE II. 15 – TERMINATION BY THE AGENCY

II.15.1 The Agency may terminate the Contract, a pending order or 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 not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which he is established or with those of the country applicable to the Contract or those of the country where the Contract is to be performed;
- (c) where the Agency has evidence or seriously suspects the Contractor or any related entity or person, of professional misconduct;
- (d) where the Agency has evidence or seriously suspects the Contractor or any related entity or person, of fraud, corruption, involvement in a

criminal organisation or any other illegal activity detrimental to the European Union's financial interests;

- (e) where the Agency has evidence or seriously suspects the Contractor or any related entity or person, of substantial errors, irregularities or fraud in the award procedure or the performance of the Contract;
- (f) where the Contractor is in breach of his obligations under Article II.3;
- (g) where the Contractor was guilty of misrepresentation in supplying the information required by the Agency as a condition of participation in the Contract procedure or failed to supply this information;
- (h) where a change in the Contractor's legal, financial, technical or organisational situation could, in the Agency's opinion, have a significant effect on the performance of the Contract;
- (i) where execution of the tasks under a pending order or a 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 c), d), e), h) or k), the Contractor shall be given the opportunity to submit his observations.

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

II.15.4 Consequences of termination:

In the event of the Agency terminating the Contract or a pending order or 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 making good and completing services, without prejudice to any other rights or guarantees enforceable under the Contract.

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

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

ARTICLE II. 16 – LIQUIDATED DAMAGES

Should the Contractor fail to perform his obligations under the Contract within the time limits set by the Contract, then, without prejudice to the Contractor's actual or potential liability incurred in relation to the Contract or to the Agency's right to terminate the Contract, the Agency may decide to impose liquidated damages of 0.2% of the amount specified in Article I.3.4 per calendar day of delay. The Contractor may submit arguments against this decision within thirty days of notification by registered letter with acknowledgement of receipt or equivalent. In the absence of reaction on his part or of written withdrawal by the Agency within thirty days of the receipt of such arguments, the decision imposing the liquidated damages shall become enforceable. These liquidated damages shall not be imposed where there is provision for interest for late completion. The Agency and the Contractor expressly acknowledge and agree that any sums payable under this Article are in the nature of liquidated damages and not penalties, and represent a reasonable estimate of fair compensation for the losses that may be reasonably anticipated from such failure to perform obligations.

ARTICLE II. 17 – CHECKS AND AUDITS

II.17.1 Pursuant to Article 142 of the Financial Regulation applicable to the general budget of the European Communities, the Court of Auditors shall be empowered to audit the documents held by the natural or legal persons receiving payments from the budget of the European Union from signature of the Contract up to five years after payment of the balance.

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

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

ARTICLE II. 18 – AMENDMENTS

Any amendment to the Contract shall be the subject of a written agreement concluded by the contracting parties. An oral agreement shall not be binding on the contracting parties. An order or 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 order forms or 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 order forms or 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 _____, [date]

Done at Cologne, [date]

In triplicate in English.

ANNEX I to the Framework Contract

Tender Specifications No EASA.2012.OP.02

Design, layout and printing services

ANNEX II to the Framework Contract
Contractor's Tender of [date]

ANNEX III.a to the Framework Contract

SPECIFIC CONTRACT No **SCOXX**

Implementing Framework Contract No EASA.20XX.XX.XX

The European Aviation Safety Agency (hereinafter referred to as "the Agency"), which is represented for the purposes of the signature of this contract by [*name in full and function*],

of the one part,

and

[official name in full]
[*official legal form*]
[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 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 the an 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 the Framework Contract

SPECIFIC CONTRACT (or Order Form) No **SCOXX (or OFOXX¹⁴)**

Governed by the provisions of Framework Contract No EASA.20XX.FC.XX signed on
[complete]

European Aviation Safety Agency [Directorate – complete] [Department/Section] [full name and function] 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 Agency is exempt from all taxes and dues, including value added tax, on payments due in respect of this order form.		
Description of the services	Quantity	Price
TOTAL PRICE		
<i>[Fixed price without reimbursable costs][Reimbursable costs up to a maximum amount of EUR...to be added to the price according to the conditions laid down in the Contract]</i>		
<i>[The duration of the tasks shall not exceed complete].</i> <i>[Execution of the tasks shall start from [the date of Contractor's signature of this order form] [complete date].]</i>	<i>Other details:</i> _____ _____ _____ _____	

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

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

For the Agency,
 [forename/surname/function]

signature[s]:

signature[s]:

Done at _____, [date]
 In triplicate in English

Done at Cologne, [date]

¹⁴ To be completed by the contracting authority/Agency

ANNEX II - MODEL FINANCIAL OFFER

The model financial offer template can be found in the excel document for the respective lots for which you would like to submit an offer:

- **LOT 1:** Off-set digital printing and copying services
"Annex II A - Model Financial Offer – Lot 1"

- **LOT 2:** Layout and production services
"Annex II B - Model Financial Offer – Lot 2"

- **LOT 3:** Design and production services
"Annex II C – Model Financial Offer – Lot 3"

***IMPORTANT: Every tenderer is required to verify that the results of all automatic formulas applied in the excel table (model financial offer) are correct and ensure that all averages, sub-totals, totals etc. are correct and in line with the price lists provided.**

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] [optional to complete]

TOTAL YEARS OF EXPERIENCE [month, year]

WORK EXPERIENCE

- Dates (from – to) [Add separate entries for each relevant post occupied, starting with the most recent.]
- Name and address of employer
- Type of business or sector
- Occupation or position held
- Main activities and responsibilities

EDUCATION AND TRAINING

- Dates (from – to) [Add separate entries for each relevant course you have completed, starting with the most recent.]
- Name and type of organisation providing education and training
- Principal subjects/occupational skills covered
- Title of qualification awarded

- Level in national classification (if appropriate)

PERSONAL SKILLS AND COMPETENCES

Acquired in the course of life and career but not necessarily covered by formal certificates and diplomas.

MOTHER TONGUE

[Specify mother tongue]

OTHER LANGUAGES

[Specify language]

- Reading skills
- Writing skills
- Verbal skills

[Indicate level: excellent, good, basic.]

[Indicate level: excellent, good, basic.]

[Indicate level: excellent, good, basic.]

SOCIAL SKILLS AND COMPETENCES

Living and working with other people, in multicultural environments, in positions where communication is important and situations where teamwork is essential (for example culture and sports), etc.

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

ORGANISATIONAL SKILLS AND COMPETENCES

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

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

TECHNICAL SKILLS AND COMPETENCES

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

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

ARTISTIC SKILLS AND COMPETENCES

Music, writing, design, etc.

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

OTHER SKILLS AND COMPETENCES

Competences not mentioned above.

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

DRIVING LICENCE(S)

[optional to complete]

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

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

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

Full name:

Date & Signature:

ANNEX V - LEGAL ENTITY FORM

To be downloaded, depending on the tenderer's nationality and legal form, from the following website:

http://ec.europa.eu/budget/info_contract/legal_entities_en.htm

Choose between the following:

- *Individual*
- *Private Company*
- *Public Entity*

ANNEX VI - FINANCIAL IDENTIFICATION FORM

*In case of consortia, only **one** Financial Identification Form for the whole consortium shall be submitted, nominating the bank account into which payments are to be made under the contract (usually the account of the consortium leader) in the event that the respective tender is successful.*

FINANCIAL IDENTIFICATION

<u>ACCOUNT HOLDER</u>	
NAME	<input style="width: 100%;" type="text"/>
ADDRESS	<input style="width: 100%;" type="text"/>
TOWN/CITY	<input style="width: 80%;" type="text"/> POSTCODE <input style="width: 20%;" type="text"/>
CONTACT PERSON	<input style="width: 100%;" type="text"/>
TELEPHONE	<input style="width: 80%;" type="text"/> FAX <input style="width: 20%;" type="text"/>
E - MAIL	<input style="width: 100%;" type="text"/>
PERSONAL NUMBER	<input style="width: 30%;" type="text"/>
INSTITUTION	<input style="width: 100%;" type="text"/>

<u>BANK</u>	
BANK NAME	<input style="width: 100%;" type="text"/>
ADDRESS	<input style="width: 100%;" type="text"/>
TOWN/CITY	<input style="width: 80%;" type="text"/> POSTCODE <input style="width: 20%;" type="text"/>
ACCOUNT NUMBER	<input style="width: 20%;" type="text"/> - <input style="width: 60%;" type="text"/> - <input style="width: 20%;" type="text"/>
IBAN	<input style="width: 100%;" type="text"/>
SWIFT	<input style="width: 100%;" type="text"/>

REMARKS :

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

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

*Should it not be possible to obtain the stamp & signature of the bank please attach a copy of a recent bank statement, in which event the stamp of the bank and the signature of the bank's representative are not required. **The signature of the account-holder is obligatory in all cases.**

ANNEX VII - TENDER SUBMISSION FORM ¹⁵

EASA.2012.OP.02

Design, layout and printing services

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

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

	Name(s) of legal entity or entities submitting this tender	Nationality ¹⁶
Leader		
Member 2		
Etc. ... ¹⁷		

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	

¹⁵ The duly filled in Tender Submission Form should serve as the **front page** of your set of administrative documents (envelope A).

¹⁶ Country in which the legal entity is registered.

¹⁷ 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 other lines in part 1 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:

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

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

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

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

Signed on behalf of the Tenderer **by the legally authorised representative**

Name	
Signature	
Date	

ANNEX VIII - STATEMENT OF ABSENCE OF CONFLICT OF INTEREST

<Letterhead of the Tenderer>

I, the undersigned, **being the authorised signatory** for the above-mentioned company/consortium for the tender **EASA.2012.OP.02 - " Design, layout and printing services"**, hereby solemnly declare that we are not and shall not be in any situation which could give rise to a conflict of interest in what concerns the performance and implementation of the contract. In the event of the contract being awarded to us, we commit ourselves to act with complete impartiality and in good faith in what concerns its performance and outcome.

Date and signature

ANNEX IX - STATEMENT OF ACCEPTANCE ¹⁸

<Letterhead of the Tenderer>

[I, the undersigned, acting as **duly authorised signatory** on behalf of [full legal name of the company] [(leading and duly empowered to represent the consortium comprised of [names of partners to the consortium])] for the tender procedure **EASA.2012.OP.02** – Design, layout and printing services*;

[I, the undersigned, with passport number [XXX] issued in [state of issuance] and registered address at [XXX], acting in my own capacity as a private person, in relation to the tender submitted under tender procedure **EASA.2012.OP.02** – Design, layout and printing services*;

hereby solemnly declare and confirm [our/my]* unconditional and irrevocable **acceptance of all the terms and conditions** set out in the invitation to tender, in the tender specifications and in the draft contract and, where appropriate, waiver of [the above-mentioned company's/my]* own general or specific terms and conditions. This acceptance shall be fully binding on the tenderer as of submission of the tender and, in case of successful contract award, for the entire duration of the contract.

I am aware that there is no possibility of negotiating the contract and, should the contract be awarded to [us/me]* I hereby undertake to duly sign it with the same terms and conditions and substantially in the form attached to the invitation to tender.

I am also aware and agree that non-acceptance of terms and/or conditions as cited above **may lead to the exclusion of [our/my]* tender** for non-compliance with the tender conditions.

In the event of the contract being awarded to [us/me]*, [we/I]* undertake to submit without delay and certainly by **no later than 15 days following notification of award and prior to the signature of the contract** all the documents requested by the Agency in accordance with the tender specifications, including in particular:

- consortium agreement (in case of a consortium); and
- the following **documentary proofs** expected from the successful tenderer (and in case of a consortium **from each of the partners to the consortium**) to confirm the declaration on exclusion criteria:
 - for points a), b) and e) from the list of exclusion criteria in section 3.1 of the tender specifications 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 the requirements are satisfied; and
 - for point d) from the list of exclusion criteria in section 3.1 of the tender specifications a **recent certificate issued by** the competent authority of the State concerned; on the understanding that **where** the extract/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.

Date and signature

¹⁸ Tenderers are reminded that any failure to later comply with their undertakings under this document or any delay caused by them in signing the contract could trigger **penalties** (Article 96 of Council Regulation (EC, Euratom) n° 1605/2002 of 25 June 2002 on the Financial Regulation applicable to the general budget of the European Communities (OJL 248, 16.09.2002, p.1))

* Delete as appropriate.

ANNEX X - SIMULATIONS

A. Introduction

For his technical offer as requested in section 4, the tenderer shall base his proposal for award criteria 2 "Quality and Impact of Simulations" on the following simulation exercises for Lots 1, 2, and 3. Please carefully read the details below and provide the required samples.

B. Descriptions

Lot 1: Off-set digital printing and copying services

The tenderer is required to describe all production steps, including timetable, for the delivery of the following three core products which are expected to be regularly ordered by the Agency. Additionally, the Agency requests that the samples specified below be added to the technical proposal.

- **Conference material:** for the 2011 Europe/US International Aviation Safety Conference with the participation of 500 attendees, the Agency needs to print the final Conference agenda in 500 copies (DIN A4, colour printing, double-sided). The material needs to be delivered to Vienna Airport, Austria, within five working days. The document to be printed is available at: <http://easa.europa.eu/conf2011/wp-content/uploads/2011/02/Agenda-for-website.pdf>

The tenderer must provide as **Sample 1:** one printed agenda

- **Agency poster:** the Agency's posters (four in total) for the general public need to be re-printed in 100 copies for each poster (format DIN A1, digital printing, 4/4-Colour (Euro scale), colour star, 180gsm, matt laminate). They will be delivered at the Agency's premises in Cologne (standard delivery). The posters to be produced are available at: <http://www.easa.europa.eu/communications/general-publications.php>

The tenderer must provide as **Sample 2:** one copy of each poster (four in total)

- **Agency T-shirt:** for an upcoming Air Show, the Agency needs to print 50 t-shirts (white colour, size L, the tenderer shall choose the exact material that is considered appropriate and matches the Agency's profile) with the following illustration on the back: EASA logo, plus motto 'Your safety is our mission' (as in Agency poster no 4, see above under Agency poster.) <http://www.easa.europa.eu/communications/general-publications.php>. They will be delivered in Paris, France (standard delivery).

The tenderer must provide as **Sample 3:** one t-shirt

Lot 2: Layout and production services

The EASA Annual Report is an annual report published by EASA in order to inform aviation professionals and the general public of the Agency's activities. The Annual Report is currently being published only in the English language (see the EASA General publications page <http://www.easa.europa.eu/communications/general-publications.php>). The format of the report is stable throughout the years, while new text, photos, graphs and minor design improvements are introduced every year.

For the **2011 report**, the Agency wishes to make the report available in 21 languages (23 official EU languages except Maltese and Gaelic). The English, French and German versions will be printed (1,000 copies each), while all other language versions will be only available on the Agency's website. The total number of pages in the report is 100, excluding cover pages.

All print reports will be delivered to the Agency's premises, with the exception of 200 French copies which will be sent to Paris, France (express delivery) for an upcoming Agency event.

The tenderer is requested to:

- Explain the conception and creativity process for these products;
- Describe all considerations and production steps which will be undertaken to reach the end products including a timeline for the performance of the tasks;
- Perform the layout for the 2011 Annual Report according to the following parameters: DIN A4, 4/4-Colour (Euro scale), MultiArt Silk, Cover:300 gsm, Inside pages 135gsm, including the use of new photos.

Nota bene: For the purpose of this simulation, only the cover page, last page and chapters 4.0 and 5.0 in three languages (French, Greek and Bulgarian) shall be produced (text to be found in Annex Xa);

The tenderer must provide as **Sample:** print dummies of the products.

The dummies shall include: cover page, last page and chapters 4.0 and 5.0, in three languages: French, Greek and Bulgarian (see Annex Xa).

Nota bene: *The English version of the 2010 Annual Report is available on the EASA website. The tenderer must not use the existing version (cover page etc.) but create a new one, including new cover page, different photos and any small-scale design evolution elements that the tenderer would like to propose. The mere copying of the published version will result in receiving. "0" points for award criteria 3 (see 4.1).*

Lot 3: Design and production services

In 2012 the Agency will, for the first time, take part in the Farnborough International Air Show, the second biggest air show in the world. The Agency will be present with an exhibition stand for the general public and its stakeholders. A press briefing by the Agency's management will also be given on the second day of the Show.

The Communications Department therefore wants to launch a dedicated campaign, including:

- A **fact sheet folder** for aviation professionals, explaining the Agency's responsibilities; the folder (Format: 22,5 cm x 30,5 cm open: 67 cm x 41,5 cm , 4/4- colour (Euroscale), Crescendo C1S 350 g/m2, silk-matt cellophane (= matt laminated) comprises 10 DIN A4 pages (4/4- colour (Euroscale), PlanoArt 150gsm, matt laminated) each on a different subject and is targeted at aviation stakeholders (industry, National Aviation Authorities, specialised media).The fact sheets are produced in three languages (EN, FR, DE), the folder in one version, combining the three languages. The print run will be 500 folders.
- A **brochure** of 6 pages DIN A5 (4/4- colour (Euroscale), Zanders Ikono Silk 300gsm, matt laminated) for the general public, explaining what the Agency does, which will be produced in 25 languages (23 official EU languages plus Icelandic and Norwegian). Print copies will be produced with a print run of 1,000 copies for EN, FR and DE and 200 copies for each of the remaining languages.
- Two different **advertisements** (1/2 A4 page, 4/4 colour) for five major European aviation magazines (in EN, FR, DE, IT, ES) on the Agency's mission and its Farnborough presence (e.g. in total 10 different variants).
- Three different **posters DIN A3** (digital printing, 4/4-Colour (Euro scale), colour star, 180gsm, matt laminate) advertising the Agency's presence at the Air Show (30 copies for each poster to be produced).
- One animated **web banner** (380 width x 250 Height) advertising the Agency's presence at the Show.

The print products (folders, brochures and posters) will be delivered directly at the Agency's stand in Farnborough, UK (standard delivery).

For this simulation, the tenderer is requested to:

- Explain the conception and creativity process for these products;
- Describe all considerations and production steps which will be undertaken to reach the end products, including a timeline for the performance of the tasks;

And provide as samples dummies of the following products:

Sample 1: One folder and one fact sheet

Sample 2: One brochure

Sample 3: Two advertisements

Sample 4: Three posters

Sample 5: One web banner

ANNEX Xa – French, Greek and Bulgarian text for simulation exercise

Lot 2 – Layout and production services (see Annex X)

Sample text to be used for the layout of chapters 4.0 and 5.0 of the Annual Report in the following languages: FR, EL and BG

FR - French

Agence européenne de la sécurité aérienne
Rapport général annuel 2010

4. Certification des produits

4.1. Objectif et périmètre d'action

L'Agence est responsable de la certification en matière de navigabilité et de la certification du type environnemental des produits, des pièces détachées et des équipements aéronautiques. Cette responsabilité inclut la certification initiale de nouvelles conceptions-types, ainsi que toute une série d'activités connexes, telles que les certifications de type supplémentaire, l'approbation de modifications et de solutions de réparation. De plus, elle couvre également les activités visant à assurer le maintien de la navigabilité des produits, des pièces détachées et des équipements certifiés tout au long de leur cycle de vie opérationnel. Ceci comprend une réactivité sans retard inutile en cas de survenance d'un problème de sécurité, ainsi que l'émission et la diffusion d'informations impérativement applicables (consignes de navigabilité, CN).

En 2010, la direction de la certification de l'Agence s'est concentrée sur l'amélioration des tâches relatives au maintien de la navigabilité et la préparation de la mise en œuvre de nouvelles compétences, en plus de la réalisation de ses tâches principales dans le domaine de la certification de la navigabilité et de la certification environnementale des produits, des pièces et des équipements aéronautiques.

4.2. Principales réalisations en 2010

La direction de la certification a initié et soutenu activement le développement d'un nouveau système (outils et méthodes de travail) pour la collecte, l'analyse et l'enregistrement systématique des informations de sécurité entrantes. Elle a également contribué au développement du cadre réglementaire relatif aux nouvelles responsabilités de l'Agence. Un soutien a également été apporté à la révision du règlement¹⁹ actuel sur

¹⁹ Règlement (CE) n° 593/2007 de la Commission du 31 mai 2007 relatif aux honoraires et redevances perçus par l'Agence européenne de la sécurité aérienne et le règlement (CE) n° 1356/2008 de la Commission du 23 décembre 2008 portant modification du règlement (CE) n° 593/2007 relatif aux honoraires et redevances perçus par l'Agence européenne de la sécurité aérienne.

les honoraires et redevances, afin de mettre en place un mécanisme de financement approprié pour de nouvelles activités.

La direction a adapté son organisation en conséquence, et a instauré le département de la gestion du trafic aérien (GTA) et du système de navigation aérienne (SNA), qui aura la charge de l'ensemble des enquêtes et de la supervision des systèmes utilisés pour fournir les services GTA/SNA.

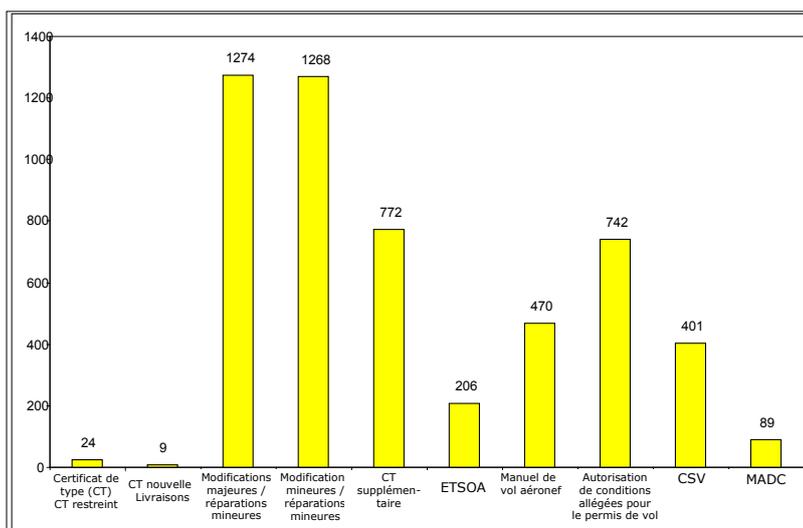
Le développement d'un «programme de stages» pour les jeunes ingénieurs s'est accéléré avec une décision du directeur exécutif²⁰, ébauchant le cadre global pour les programmes de stages à l'AESA.

L'Agence a promu de manière active sa coopération avec les parties prenantes, par le biais d'un certain nombre d'événements spécifiques (ateliers, séminaires, réunions de gestion, etc.) et d'un outil de communication récemment développé (les mémorandums de certification)²¹.

➤ **Certification du type navigabilité et environnementale des produits, des pièces et des équipements aéronautiques**

- Tendances des demandes reçues

Le nombre de nouvelles demandes transmises à l'Agence pour la certification de navigabilité et environnementale en 2010 démontre que l'industrie s'est remise de la crise financière. Le chiffre (5 255) reste stable par rapport à 2009. Les demandes de certification d'une nouvelle conception-type ont été reçues pour divers produits, allant des ballons, dirigeables, aux moteurs en passant par les hélices jusqu'aux petits avions et aéronefs à voilure tournante. En ce qui concerne les grands avions, Bombardier, un constructeur d'aéronefs canadien, a déposé une demande de certification simultanée européenne (AESA)/canadienne (Transport Canada Civil Aviation, TCCA) pour ses avions de série C, de la gamme intermédiaire et bimoteurs (CS100 et CS300). L'histogramme présente une répartition de la nature des demandes reçues:



²⁰ Décision n° 2010/175/E du 16 décembre 2010 du directeur exécutif, concernant les règles régissant le programme de stage de l'AESA.

²¹ Les mémorandums de certification de l'AESA précisent la conduite générale que tient l'Agence sur les questions spécifiques de certification. Ils sont destinés à fournir des conseils sur un sujet particulier et comme il s'agit d'un support ne nécessitant pas un engagement, ils peuvent fournir des informations et conseils supplémentaires pour la preuve de la conformité aux normes actuelles.

- Programmes de certification majeure de type pluriannuel en cours

Un travail considérable a été accompli sur toute une série de projets de certification de type pluriannuel, tels que l'A350 de Airbus, le transport militaire A400M, l'hélicoptère EC175 d'Eurocopter, ainsi que sur la validation de l'EMB-550 et les jets d'affaires EMB-545 d'Embraer, le jet régional de Mitsubishi (MRJ), l'hélicoptère multitâches HAL Dhruv et le jet régional Superjet 100 de Sukhoi. En 2010, la validation des jets de ligne B787 et B747-8 de Boeing a atteint sa phase finale. Toutefois, les projets ont pris du retard en raison de problèmes techniques.

- Nombre de certificats émis

Au cours de l'année, 3 996 certificats²² ont été émis. Des certificats de type ont été octroyés pour le monoplan bimoteur à hélices propulsives, Skycar, le moteur à turbine SaM146-IS17, le moteur à piston diesel 1.9 8 V TDA CR et l'hélice H50F Helix. De plus, l'Agence a réalisé avec succès la validation du jet d'affaires léger brésilien EMB-505 d'Embraer, du jet d'affaires américain de super taille moyenne Hawker modèle 4000, et de divers types de Montgolfière de Kavanagh, Australie. Un certificat de type restreint a été remis à la compagnie aérienne Berjev, pour son aéronef amphibie multi usages Be-200ES-E.

➤ **Maintien de la navigabilité**

- Problème des sièges Koito

En ce qui concerne les aspects de la falsification des résultats de test des sièges par Koito Industries Ltd (Japon), l'AESA a collaboré très étroitement avec son homologue américain, la Federal Aviation Administration (FAA), pour développer leurs actions obligatoires respectives avec pour résultat un contenu harmonisé des consignes de navigabilité proposées (CNP) de l'AESA/de l'avis de réglementation proposée (NPRM) de la FAA applicables. Avant la publication des règles finales, deux séances d'informations du secteur industriel ont été organisées pour faciliter la période de commentaires.

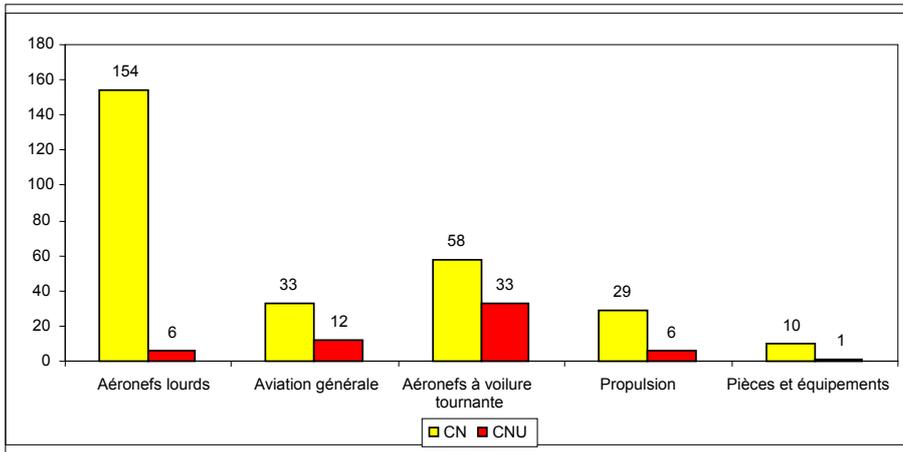
- Accident de la compagnie Qantas

Au cours de l'année, la direction a été activement associée à l'analyse des enquêtes sur les accidents et les enquêtes sur les incidents, dont l'accident de l'Airbus A380 exploité par Qantas Airlines, en novembre 2010.

- CN et CNU

Enfin, pour permettre d'assurer les fonctions de maintien de la navigabilité associées avec les produits, les pièces détachées et les équipements faisant l'objet d'une supervision de l'Agence, 284 consignes de navigabilité (CN) et 58 consignes de navigabilité d'urgence (CNU) ont été émises. Les détails correspondants sont présentés dans l'histogramme ci-après:

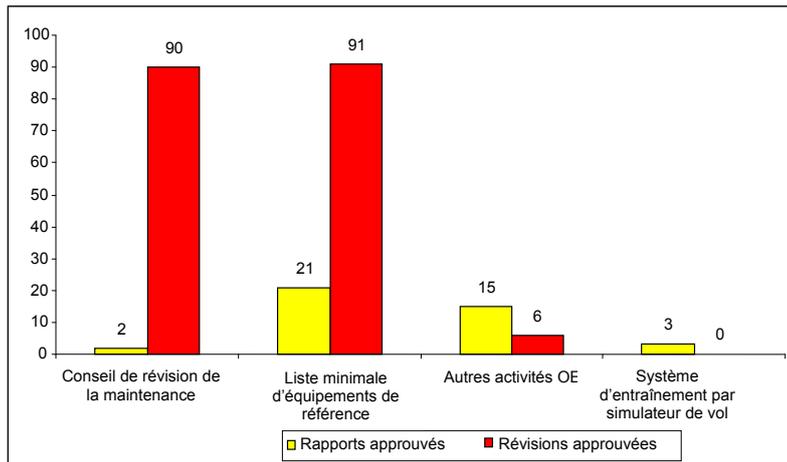
²² On désigne sous le terme de certificat, tout agrément, licence ou autre document édité à l'issue d'une certification.



➤ **Opérations liées aux tâches de certification**

Ces tâches comprennent le processus du Comité de révision de la maintenance (MRB) et une large gamme d'activités du Conseil d'évaluation des opérations (OEB), parmi lesquelles figure l'approbation de la liste minimale d'équipements de référence (LMER), des formations du type équipage de cabine et de vol, et des qualifications par Système d'entraînement par simulateur de vol (FSTD).

Les résultats respectifs peuvent être présentés comme suit:



4.3. Indicateurs de performance clés

Objectif	KPI	Objectif 2009	Objectif 2010	Résultat 2010
Assurer un niveau minimal de supervision pour le maintien de la navigabilité	Nombre d'heures de travail technique réalisé sous forme de pourcentage d'heures planifiées	90 %	90 %	88,19 %
Internaliser les tâches de certification conformément à la politique d'internalisation	Heures internes sous forme de pourcentage du total d'heures	62 %	64 %	70,95 %
Améliorer l'efficacité du personnel technique	Partage des heures de travail (travail sur projet) sous forme de pourcentage du total d'heures	65 %	66 %	80,11 %
Assurer l'accomplissement satisfaisant des tâches de certification de toutes les normes de vol	Nombre d'heures de travail technique réalisé par projet sous forme de pourcentage des heures planifiées	-	90 %	97,85 %

Satisfaction de l'industrie	Pourcentage de retours positifs reçus au travers des questionnaires de retour des parties prenantes		80 %	72 % (sur la base d'un taux de participation de 29 %)
Qualité de la conception relative à la surveillance de la sécurité (IAW et CAW)	Nombre d'incidents ou d'accidents majeurs (CS 25 et CS 29 a/c) causés ou partiellement causés par des défauts de conception		Égal ou inférieur à la moyenne des 10 années précédentes	En cours de révision, en vue de développer un indicateur plus représentatif

5. Agréments d'organismes

5.1. Objectif et périmètre d'action

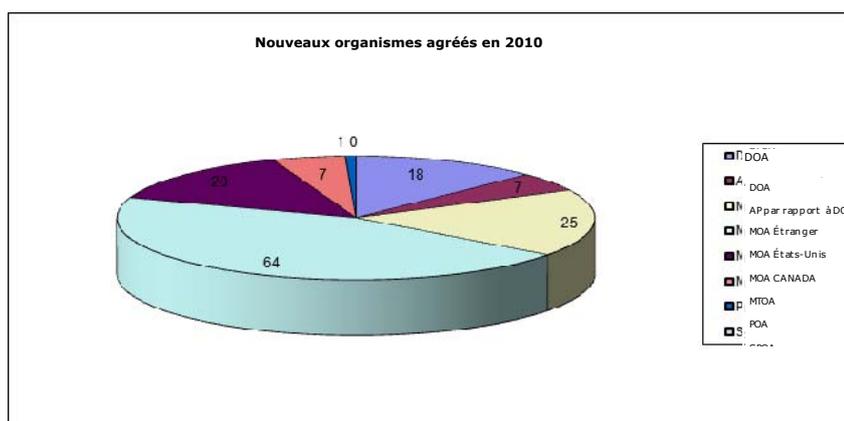
L'AESA assume la responsabilité de l'agrément des organismes de conception indépendamment de leur localisation, ainsi que des organismes de production, de maintenance, de formation à la maintenance et de gestion du maintien de la navigabilité établis en dehors du territoire des États membres. Ceci comprend également l'agrément d'organismes de production établis hors du territoire d'un ou de plusieurs États membres, à sa/leur demande.

En 2010, les activités d'agrément d'organismes au sein de l'objectif initial de l'Agence ont atteint un niveau de maturité, tant sur le plan de l'activité que des méthodologies. En 2010, les activités ont été axées sur la promotion de la méthode et de l'approche actuelles pour les agréments d'organismes, ainsi que sur la préparation de nouvelles compétences et processus relatifs à la mise en œuvre, tels que l'extension de l'octroi de licences de vol et des GTA/ SNA (procédure accélérée).

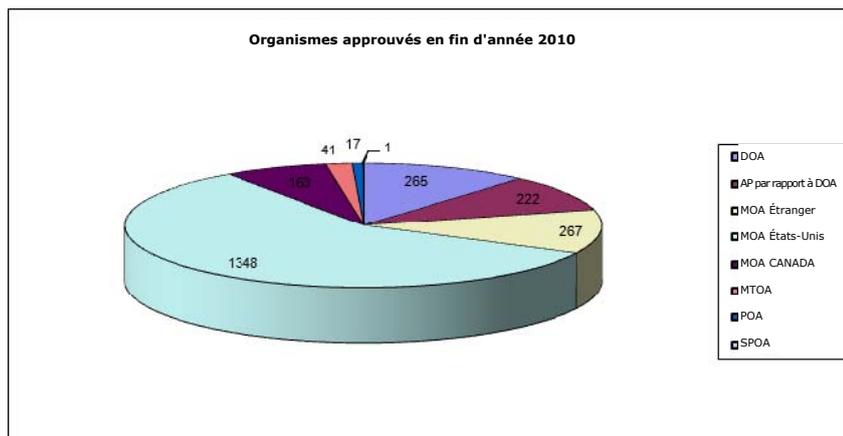
5.2. Principales réalisations en 2010

Les activités d'agrément d'organismes ont suivi une croissance constante en 2010, dont les agréments d'organismes de conception (DOA)/procédure alternative (AP) à DOA, les agréments d'organismes de production (POA) et les agréments d'organismes de maintenance/maintien de la navigabilité (MOA/COA). La charge de travail en matière de surveillance de l'agrément de l'organisme de production européen unique d'Airbus (SPOA) a légèrement augmenté, y compris en dehors de l'Europe. Les chiffres se rapportant aux agréments d'organismes se présentent comme suit:

Nouveaux organismes agréés en 2010



Organismes agréés au 31 décembre 2010



➤ **Agréments d'organismes de conception**

Au 31 décembre 2010, le nombre total de DOA délivrés atteignait 265, dont 192 gérés en interne par l'Agence. Les 73 autres étaient restés dans les mains des NAA. 92 organismes étaient en cours d'évaluation initiale pour le DOA et 45 pour l'AP par rapport au DOA. L'internalisation des activités a atteint l'objectif prévu. 3 organismes supplémentaires ont été placés sous la responsabilité de chefs d'équipe de l'AESA en 2010, dont 1 DOA et 2 AP par rapport au DOA. D'autres transferts peuvent avoir lieu si les NAA décident d'arrêter leurs activités ou si l'extension du périmètre d'action concernant les DAO l'exige.

➤ **Agréments d'organismes de production**

L'Agence a continué à renforcer les contacts avec l'autorité chinoise concernant les installations de production de deux titulaires de POA délivrés par l'AESA et la chaîne d'assemblage final de l'Airbus (FAL) en Chine. Par ailleurs, la procédure de délivrance de certificats de navigabilité pour l'exportation (ECofA) de l'AESA pour les aéronefs construits en Chine a été mise en œuvre et promue. Le soutien apporté à cette activité spécifique a été fourni par le représentant de l'AESA en Chine.

➤ **Agréments d'organismes de maintenance/de maintien de la navigabilité**

Dans le domaine des agréments d'organismes de maintenance/de maintien de la navigabilité, l'AESA sous-traite dans la plupart des cas, les enquêtes techniques et la surveillance continue des organismes aux NAA des États membres. Un nombre limité d'agrément est pris en charge par les experts internes de l'Agence, afin de maintenir et de développer l'expertise et pour gérer de manière efficace les activités prises en charge par les NAA. L'AESA a contribué à la préparation d'une transition sans heurt des accords bilatéraux existants aux nouveaux accords bilatéraux UE-Etats-Unis d'Amérique.

5.3. Indicateurs de performance clés

Objectif	KPI	Objectif 2009	Objectif 2010	Résultat 2010
Établir des moyens de contrôle de l'efficacité des surveillances NAA, afin d'assurer une application commune de la surveillance de l'organisme; ceci indépendamment du fait que la surveillance a été réalisée par l'AESA ou une NAA mandatée par elle	Nombre de visites NAA conjointement avec des chefs d'équipe de l'AESA ou des cadres de l'AESA	PDR	5 %	3,8 %
Mettre en œuvre de nouvelles compétences, adaptées en temps opportun suite aux changements des dates de réalisation	Disponibilité du plan de mise en œuvre	Adapter le plan d'action sur une base normale de mise en œuvre	Mise en œuvre de nouvelles compétences conjointement au plan mise en œuvre	Adaptation au plan de mise en œuvre conformément aux changements du plan de mise en œuvre
Développer par anticipation des relations structurées avec la Commission et les autorités chargées de la réglementation dans le domaine des opérateurs des pays tiers, tout en conservant l'indépendance de l'Agence	Nombres de réunions régulièrement tenues avec la CE	PDR	Réunions trimestrielles	Réunions tenues régulièrement
Préparation de procédures adaptées pour les sous-traitants de NAA en tenant compte des nouvelles compétences	Pourcentage des tâches externalisées par rapport aux tâches réalisées par le personnel de l'AESA	Finaliser la phase de conception des procédures d'externalisation	Établir des procédures d'externalisation (objectif à 80 %)	Ajustement des procédures d'externalisation en raison du report de la politique d'externalisation

Développer un système de surveillance fondé sur les risques avec des essais définis et des phases de réalisation	Mise en œuvre de phases de surveillance basée sur les risques par rapport au plan de mise en œuvre	Finalisation de la phase de définition	Finalisation de la phase d'essais	Concept finalisé, autre évolution faisant l'objet d'une disponibilité des outils d'essai
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EL – Greek

ΕΥΡΩΠΑΪΚΟΣ ΟΡΓΑΝΙΣΜΟΣ ΑΣΦΑΛΕΙΑΣ ΤΗΣ ΑΕΡΟΠΟΡΙΑΣ

Ετήσια Γενική Έκθεση 2010

4. Πιστοποίηση προϊόντων

4.1. Στόχος και πεδίο εφαρμογής

Ο Οργανισμός είναι υπεύθυνος για την πιστοποίηση αξιοπλοΐας και την περιβαλλοντική πιστοποίηση τύπου αεροναυτικών προϊόντων, εξαρτημάτων και εξοπλισμού. Η ευθύνη αυτή περιλαμβάνει την αρχική πιστοποίηση των νέων σχεδίων τύπου και ένα φάσμα σχετικών δραστηριοτήτων, όπως οι συμπληρωματικές πιστοποιήσεις τύπου, η έγκριση αλλαγών και λύσεων επισκευής. Επιπλέον, καλύπτει δραστηριότητες για την εξασφάλιση της διαρκούς αξιοπλοΐας των πιστοποιημένων προϊόντων, των εξαρτημάτων και του εξοπλισμού καθ' όλη τη διάρκεια του λειτουργικού κύκλου ζωής τους. Αυτό περιλαμβάνει την απόκριση χωρίς αδικαιολόγητη καθυστέρηση σε προβλήματα ασφάλειας και την έκδοση και διάδοση των οικείων υποχρεωτικών πληροφοριών (Οδηγίες αξιοπλοΐας, AD).

Το 2010, η Διεύθυνση Πιστοποίησης του Οργανισμού εστίασε στην ενίσχυση των δραστηριοτήτων που σχετίζονται με τη διαρκή αξιοπλοΐα και στην προετοιμασία της άσκησης των νέων αρμοδιοτήτων επιπροσθέτως της άσκησης της κύριας δραστηριότητάς της στον τομέα της πιστοποίησης αξιοπλοΐας και της περιβαλλοντικής πιστοποίησης αεροναυτικών προϊόντων, εξαρτημάτων και εξοπλισμού.

4.2. Κύρια επιτεύγματα το 2010

Η Διεύθυνση Πιστοποίησης ξεκίνησε και υποστήριξε ενεργά την ανάπτυξη ενός νέου συστήματος (εργαλείων και μεθόδων εργασίας) για τη συνεκτική συλλογή, ανάλυση και καταγραφή εισερχόμενων πληροφοριών ασφάλειας. Επίσης, συνέβαλε στην ανάπτυξη του κανονιστικού πλαισίου για τις νέες αρμοδιότητες του Οργανισμού. Υποστήριξη δόθηκε

επίσης στην αναθεώρηση του τρέχοντος κανονισμού για τα τέλη και τα δικαιώματα ²³ με στόχο τη δημιουργία του κατάλληλου μηχανισμού χρηματοδότησης για τις νέες δραστηριότητες.

Η Διεύθυνση τροποποίησε την οργάνωσή της αναλόγως και ίδρυσε το Τμήμα Διαχείρισης Εναέριας Κυκλοφορίας (ATM) και Συστημάτων Αεροναυτιλίας (ANS), το οποίο θα είναι αρμόδιο για όλες τις έρευνες και την επιτήρηση των συστημάτων που χρησιμοποιούνται για την παροχή υπηρεσιών ATM/ANS.

Η ανάπτυξη ενός «προγράμματος εκπαιδευόμενων» για νέους μηχανικούς προχώρησε περαιτέρω με απόφαση του Εκτελεστικού Διευθυντή²⁴ που θέτει το γενικό πλαίσιο για προγράμματα πρακτικής άσκησης στον EASA.

Ο Οργανισμός προώθησε ενεργά τη συνεργασία του με ενδιαφερόμενα μέρη μέσω μιας σειράς ειδικών εκδηλώσεων (εργαστήρια, σεμινάρια, συναντήσεις διευθυντών κλπ.) και ενός πρόσφατου εργαλείου επικοινωνίας, των μνημονίων πιστοποίησης²⁵.

➤ **Πιστοποίηση αξιοπλοΐας και περιβαλλοντική πιστοποίηση τύπου αεροναυτικών προϊόντων, εξαρτημάτων και εξοπλισμού**

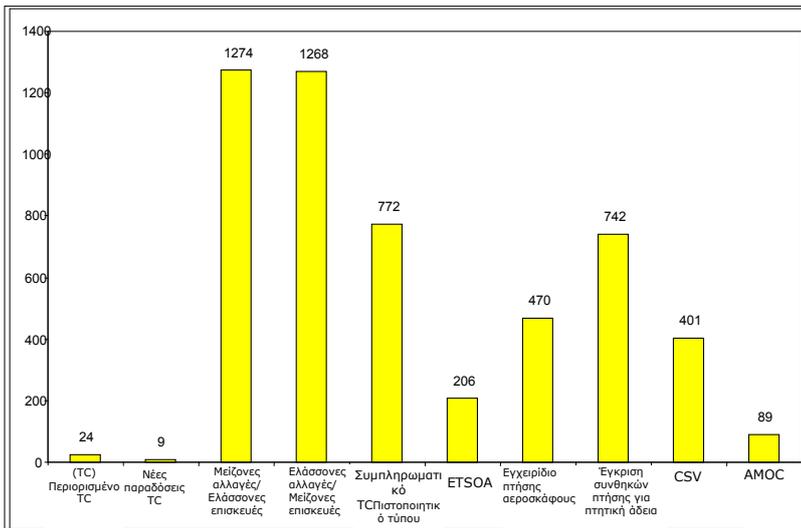
• Τάση των αιτήσεων που λαμβάνονται

Ο αριθμός των αιτήσεων που κατατέθηκαν στον Οργανισμό για πιστοποίηση αξιοπλοΐας και περιβαλλοντική πιστοποίηση το 2010 έδειξε ότι ο κλάδος ανέκαμψε από την οικονομική κρίση. Ο αριθμός (5.255) παρέμεινε σταθερός σε σύγκριση με το 2009. Λήφθηκαν αιτήσεις για την πιστοποίηση νέου σχεδιασμού τύπου για διάφορες κατηγορίες προϊόντων: από αερόπλοια, αερόστατα, κινητήρες, έλικες έως μικρά αεροπλάνα και ελικοφόρα αεροσκάφη. Όσον αφορά τα μεγάλα αεροπλάνα, η Bombardier, канаδική εταιρεία κατασκευής αεροσκαφών, υπέβαλε αίτηση για ταυτόχρονη ευρωπαϊκή (EASA)/καναδική (αρχή Transport Canada Civil Aviation, TCCA) πιστοποίηση των δικινητήριων αεροπλάνων της μεσαίων αποστάσεων της σειράς C (CS100 και CS300) . Στο διάγραμμα παρουσιάζεται ανάλυση της φύσης των αιτήσεων που λήφθηκαν:

²³ Κανονισμός (ΕΚ) αριθ. 593/2007 της Επιτροπής, της 31^{ης} Μαΐου 2007, για τα τέλη και τα δικαιώματα που εισπράττει ο Ευρωπαϊκός Οργανισμός Ασφάλειας της Αεροπορίας και κανονισμός (ΕΚ) αριθ. 1356/2008 της Επιτροπής, της 23^{ης} Δεκεμβρίου 2008 σχετικά με την τροποποίηση του κανονισμού (ΕΚ) αριθ. 593/2007.

²⁴ Απόφαση αριθ. 2010/175/Ε του Εκτελεστικού Διευθυντή του Οργανισμού, της 16^{ης} Δεκεμβρίου 2010 σχετικά με τους κανόνες που διέπουν το πρόγραμμα πρακτικής άσκησης του EASA.

²⁵ Τα μνημόνια πιστοποίησης του EASA αποσαφηνίζουν τη γενική γραμμή δράσης του Οργανισμού για συγκεκριμένα θέματα πιστοποίησης. Αποσκοπούν να παρέχουν καθοδήγηση για συγκεκριμένα θέματα και ως μη δεσμευτικό υλικό μπορούν να παρέχουν συμπληρωματική πληροφόρηση και καθοδήγηση για την επίδειξη της συμμόρφωσης με τα τρέχοντα πρότυπα.



- Μείζονος σημασίας υπό εξέλιξη πολυετή προγράμματα πιστοποίησης τύπου

Σημαντικό έργο πραγματοποιήθηκε σε μια σειρά από πολυετή έργα πιστοποίησης τύπου, όπως για τα Airbus A350, τα στρατιωτικά αεροσκάφη μεταφοράς A400M, τα ελικόπτερα Eurocopter EC175, καθώς και για την επικύρωση των αεριωθούμενων επιχειρηματικών αεροπλάνων Embraer EMB-550 και EMB-545, του περιφερειακού αεριωθούμενου αεροπλάνου Mitsubishi Regional Jet (MRJ), του ελικοπτέρου πολλαπλών ρόλων HAL Dhruv και του περιφερειακού αεριωθούμενου αεροπλάνου Sukhoi Superjet 100. Το 2010, η επικύρωση των αεριωθούμενων αεροπλάνων γραμμής Boeing B787 και B747-8 έφτασε στην τελική φάση της, ωστόσο τα δύο έργα αντιμετώπισαν κάποια καθυστέρηση λόγω τεχνικών ζητημάτων.

- Αριθμός πιστοποιητικών που εκδόθηκαν

Κατά τη διάρκεια του έτους εκδόθηκαν 3.996²⁶ πιστοποιητικά. Χορηγήθηκαν πιστοποιητικά τύπου για το δίκινητήριο μονοπλάνο με διαμόρφωση ωστικής έλικας Skycar, το στροβιλοκινητήρα SaM146-IS17, τον εμβολοφόρο ντιζελοκινητήρα TDA CR 1.9 8V και την έλικα Helix H50F. Επιπλέον, ο Οργανισμός ολοκλήρωσε με επιτυχία την επικύρωση του βραζιλιάνικου ελαφρού επιχειρηματικού αεριωθούμενου αεροπλάνου Embraer EMB-505, του αμερικανικού επιχειρηματικού μεσαίου μεγέθους αεριωθούμενου αεροπλάνου Hawker Model 4000 και των διάφορων τύπων αυστραλιανών αερόστατων θερμού αέρα Kavanagh. Περιορισμένο πιστοποιητικό τύπου χορηγήθηκε στην εταιρεία αεροσκαφών Beriev για το πολλαπλών χρήσεων αμφίβιο αεροσκάφος της, το Be-200ES-E.

➤ **Διαρκής αξιοπλοΐα**

- Το θέμα των καθισμάτων της εταιρείας Koito

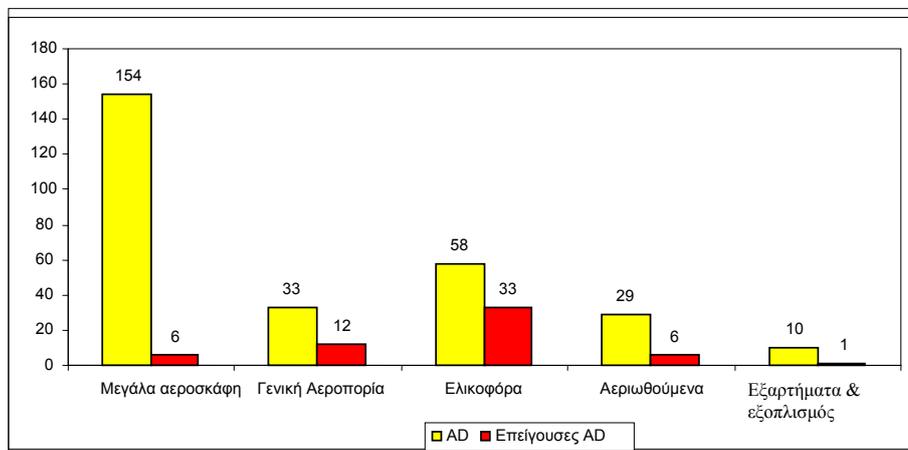
Όσον αφορά τα ζητήματα παραποίησης των αποτελεσμάτων της δοκιμής καθισμάτων από την ιαπωνική εταιρεία Koito Industries Ltd, ο EASA συνεργάστηκε πολύ στενά με την αντίστοιχη υπηρεσία των ΗΠΑ, την Ομοσπονδιακή Υπηρεσία Πολιτικής Αεροπορίας (FAA), για την κατάρτιση των αντίστοιχων υποχρεωτικών ενεργειών που κορυφώνονται στο εναρμονισμένο περιεχόμενο της σχετικής προτεινόμενης οδηγίας αξιοπλοΐας του EASA PAD/της κοινοποίησης προτεινόμενης κανονιστικής διαδικασίας της FAA. Πριν από τη δημοσίευση των οριστικών κανόνων, διοργανώθηκαν δύο συναντήσεις ενημέρωσης του κλάδου για τη διευκόλυνση του σχολιασμού.

- Ατύχημα της Qantas

Κατά τη διάρκεια του έτους, η διεύθυνση συμμετείχε ενεργά στην ανάλυση ερευνών ατυχημάτων και συμβάντων, συμπεριλαμβανομένου του ατυχήματος, το Νοέμβριο του 2010, ενός αεροσκάφους Airbus A380 που χρησιμοποιούσε η Qantas Airlines.

- Οδηγίες αξιοπλοΐας και οδηγίες αξιοπλοΐας έκτακτης ανάγκης

Τέλος, προκειμένου να διασφαλιστούν οι λειτουργίες διαρκούς αξιοπλοΐας που σχετίζονται με τα προϊόντα, τα εξαρτήματα και τον εξοπλισμό που βρίσκονται υπό την επιτήρηση του Οργανισμού, εκδόθηκαν 284 οδηγίες αξιοπλοΐας (AD) και 58 οδηγίες αξιοπλοΐας έκτακτης ανάγκης (EAD). Τα σχετικά στοιχεία παρουσιάζονται στο παρακάτω διάγραμμα:

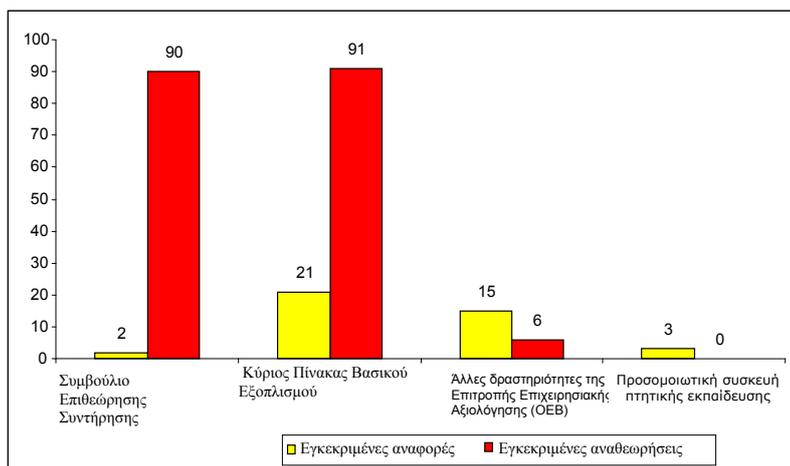


²⁶ Ως πιστοποιητικό νοείται κάθε έγκριση, άδεια ή άλλο έγγραφο που εκδίδεται ως αποτέλεσμα της πιστοποίησης.

➤ **Δραστηριότητες πιστοποίησης σε σχέση με τις αεροπορικές δραστηριότητες**

Οι εν λόγω δραστηριότητες περιλαμβάνουν τη διαδικασία του Συμβουλίου Επιθεώρησης Συντήρησης (MRB) και ένα ευρύ φάσμα δραστηριοτήτων της Επιτροπής Επιχειρησιακής Αξιολόγησης (OEB), όπως η έγκριση του κύριου πίνακα βασικού εξοπλισμού (MMEL), θέματα εκπαίδευσης τύπου πληρωμάτων πτήσης και θαλάμου επιβατών και πιστοποιήσεις προσομοιωτικών συσκευών πτητικής εκπαίδευσης (FSTD).

Τα αντίστοιχα αποτελέσματα μπορούν να απεικονιστούν ως ακολούθως:

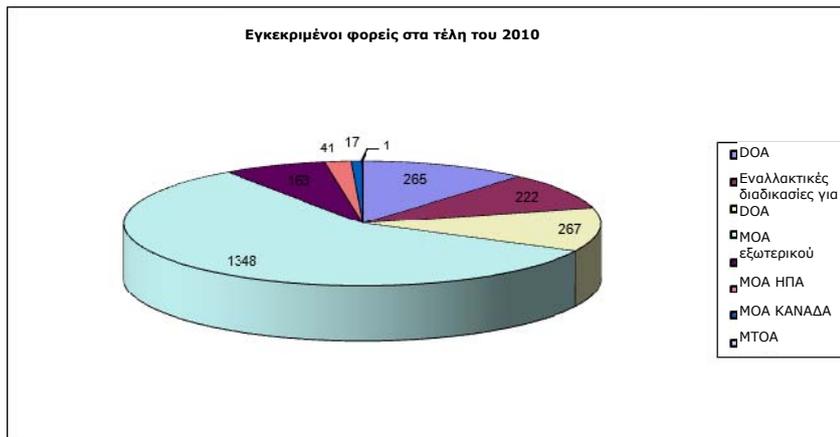


4.3. Βασικοί δείκτες επιδόσεων (ΚΡΙ)

Στόχος	ΚΡΙ	Στόχος 2009	Στόχος 2010	Αποτέλεσμα 2010
Εξασφάλιση ελάχιστου επιπέδου επιτήρησης της διαρκούς αξιοploΐας	Αριθμός ετήσιων τεχνικών ωρών εργασίας που εκτελούνται ως ποσοστό των προγραμματισμένων ωρών	90%	90%	88,19%
Επιτέλεση δραστηριοτήτων πιστοποίησης από προσωπικό του Οργανισμού σύμφωνα με την πολιτική σχετικά με την επιτέλεση δραστηριοτήτων από προσωπικό του Οργανισμού	Αριθμός ωρών του προσωπικού του Οργανισμού ως ποσοστό του συνόλου των ωρών	62%	64%	70,95%
Βελτίωση της αποτελεσματικότητας του τεχνικού προσωπικού	Μερίδιο των τεχνικών ωρών (εργασιών στο πλαίσιο έργων) ως ποσοστό του συνόλου των ωρών	65%	66%	80,11%
Εξασφάλιση επαρκούς ολοκλήρωσης εργασιών πιστοποίησης με βάση όλα τα πρότυπα πτήσης	Αριθμός τεχνικών ωρών εργασίας που εκτελούνται ανά έργο ως ποσοστό των προγραμματισμένων ωρών	-	90%	97,85%
Ίκανοποίηση του κλάδου	Ποσοστό θετικών σχολίων που έχουν ληφθεί μέσω των ερωτηματολογίων σχολιασμού των ενδιαφερόμενων μερών		80%	72% (βάσει ποσοστού συμμετοχής 29%)
Ποιότητα της επιτήρησης ασφάλειας που σχετίζεται με τον σχεδιασμό (αρχική αξιοploΐα και διαρκής αξιοploΐα)	Αριθμός μείζονος σημασίας περιστατικών ή ατυχημάτων (αεροσκάφη CS 25 & CS 29) οφειλόμενων πλήρως ή εν μέρει σε ελλείψεις		Αριθμός ίσος ή μικρότερος από τον μέσο όρο της προηγούμενης δεκαετίας	Υπό αναθεώρηση με στόχο την ανάπτυξη ενός πιο ουσιαστικού δείκτη

	σχεδιασμού			
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Εγκυκλιμένοι φορείς στις 31/12/2010



➤ **Εγκρίσεις φορέων σχεδιασμού**

Στις 31 Δεκεμβρίου 2010 είχαν εκδοθεί συνολικά 265 εγκρίσεις φορέων σχεδιασμού, 192 από τις οποίες εκπονήθηκαν από το προσωπικό του Οργανισμού. Στην αρμοδιότητα των εθνικών αρχών αεροπορίας παρέμειναν 73 εγκρίσεις. Ενενήντα δύο φορείς υποβλήθηκαν σε αρχική αξιολόγηση για εγκρίσεις φορέων σχεδιασμού και 45 σε εναλλακτικές διαδικασίες για εγκρίσεις φορέων σχεδιασμού. Ως προς τις δραστηριότητες που επιτελέστηκαν από προσωπικό του Οργανισμού, επιτεύχθηκε ο αναμενόμενος στόχος. Τρεις επιπλέον φορείς ανατέθηκαν σε επικεφαλής ομάδων του EASA το 2010, συμπεριλαμβανομένης 1 DOA και 2 εναλλακτικών διαδικασιών για DOA. Θα υπάρξουν περαιτέρω αναθέσεις εάν οι εθνικές αρχές αεροπορίας αποφασίσουν να παύσουν τις δραστηριότητές τους ή εάν απαιτηθεί από το πεδίο εφαρμογής της επέκτασης των DOA.

➤ **Εγκρίσεις φορέων παραγωγής**

Ενισχύθηκαν περαιτέρω οι επαφές με την κινεζική αρχή σχετικά με τις εγκαταστάσεις παραγωγής δύο κατόχων έγκρισης φορέα παραγωγής του EASA και την γραμμή τελικής συναρμολόγησης (FAL) της Airbus στην Κίνα. Επιπλέον, εφαρμόστηκε και υιοθετήθηκε η διαδικασία για την έκδοση από τον EASA πιστοποιητικών αξιοπιστίας αεροσκαφών εξαγωγής (EcofA) για αεροσκάφη κατασκευασμένα στην Κίνα. Την εν λόγω δραστηριότητα υποστήριξε ο εκπρόσωπος της EASA στην Κίνα.

➤ **Εγκρίσεις φορέων συντήρησης/διαχείρισης διαρκούς αξιοπιστίας**

Στον τομέα των εγκρίσεων φορέων συντήρησης/διαχείρισης διαρκούς αξιοπιστίας, στις περισσότερες περιπτώσεις ο EASA προβαίνει σε εξωτερική ανάθεση των τεχνικών ερευνών καθώς και της συνεχιζόμενης εποπτείας των φορέων στις εθνικές αρχές αεροπορίας. Εσωτερικοί εμπειρογνώμονες καλύπτουν περιορισμένο αριθμό εγκρίσεων προκειμένου να διατηρούν και να αναπτύσσουν εμπειρογνομosύνη, και να διαχειρίζονται αποτελεσματικά τις δραστηριότητες των εθνικών αρχών αεροπορίας. Ο EASA συνέβαλλε στην προετοιμασία της ομαλής μετάβασης από τη διμερή συμφωνία συντήρησης στη νέα διμερή συμφωνία Ευρωπαϊκής Ένωσης-ΗΠΑ.

5.3. Βασικοί δείκτες επιδόσεων (ΚΡΙ)

Στόχος	ΚΡΙ	Στόχος 2009	Στόχος 2010	Αποτέλεσμα 2010
Θέσπιση μέσω για ελέγχους διενέργειας εποπτείας από τις εθνικές αρχές αεροπορίας με στόχο την εξασφάλιση της κοινής εφαρμογής της εποπτείας φορέων ανεξαρτήτως αν η εποπτεία διενεργείται από τον EASA ή από εθνική αρχή αεροπορίας για λογαριασμό του EASA	Αριθμός επισκέψεων εθνικών αρχών αεροπορίας με τη συνοδεία επικεφαλής ομάδων ή διοικητικού προσωπικού του EASA	Δεν εφαρμόζεται	5%	3,8%
Εφαρμογή νέων αρμοδιοτήτων, έγκαιρα προσαρμοσμένων στις αλλαγές στις ημερομηνίες εφαρμογής	Διαθεσιμότητα προγράμματος εφαρμογής	Τακτική προσαρμογή του προγράμματος εφαρμογής	Εφαρμογή των νέων αρμοδιοτήτων σύμφωνα με το πρόγραμμα εφαρμογής	Προσαρμογή στο πρόγραμμα εφαρμογής σύμφωνα με τις αλλαγές στους εκτελεστικούς κανόνες
Προορακτική ανάπτυξη δομημένων δεσμών με την Επιτροπή και τις κύριες ρυθμιστικές αρχές στον τομέα των αερομεταφορέων τρίτων χωρών, διατηρώντας παράλληλα την ανεξαρτησία του Οργανισμού	Αριθμός τακτικών συναντήσεων με την Ευρωπαϊκή Επιτροπή	Δεν εφαρμόζεται	Τριμηνιαίες συναντήσεις	Τακτική διεξαγωγή συναντήσεων
Εκπόνηση κατάλληλων διαδικασιών για εξωτερική ανάθεση σε εθνικές αεροπορικές αρχές αναφορικά με νέες	Ποσοστό των δραστηριοτήτων που ανατίθενται εξωτερικά σε σχέση με τις δραστηριότητες που επιτελεί το προσωπικό του EASA	Οριστικοποίηση του σχεδίου των διαδικασιών εξωτερικής ανάθεσης	Θέσπιση διαδικασιών εξωτερικής ανάθεσης (στόχος 80%)	Προσαρμογή στις διαδικασίες εξωτερικής ανάθεσης λόγω της αναβολής της πολιτικής εξωτερικής ανάθεσης

αρμοδιότητες				
Ανάπτυξη συστήματος εποπτείας με βάση τους κινδύνους με καθορισμένες φάσεις δοκιμών και εφαρμογής	Εφαρμογή των φάσεων εποπτείας βάσει κινδύνων σε σχέση με το πρόγραμμα εφαρμογής	Οριστικοποίηση της φάσης καθορισμού	Οριστικοποίηση της φάσης δοκιμών	Οριστικοποίηση της έννοιας, περαιτέρω πρόοδος αναλόγως της διαθεσιμότητας εργαλείων δοκιμών

BG – Bulgarian

Общ годишен доклад за 2010 г.
ΕΥΡΩΠΕΪΣΚΑ ΑΓΕΝЦИЯ ЗА ΑΒΙΑЦИΟΝΝΑ БЕЗОПАСНОСТ

4. Сертифициране на продукт

4.1. Цел и обхват

Агенцията е отговорна за изправността и за сертифицирането на летателните средства, части и устройства за опазване на околната среда. Тази отговорност включва първоначалното сертифициране на проекти от нов тип и редица свързани с това дейности, като допълнителен тип сертификати, одобрение на промените и решения за ремонт. Тя се отнася още и до действия за осигуряване на изправността на сертифицираните продукти, части и устройства по време на целия им жизнен цикъл. Това включва реагиране без неоправдано закъснение на проблемите за безопасност и издаване, разпространение и приложение на задължителна информация (Директиви за летателна годност AD).

През 2010 г. Директоратът по сертифициране на агенцията обърна особено внимание на подобряването на резултатите от задачите, свързани с летателната годност и на изготвянето на ново приложение на задачите, в допълнение към изпълнението на главната задача в сферата на безопасността и сертифицирането за околната среда на летателните апарати, части и устройства.

4.2. Основни постижения през 2010 г.

Директоратът по сертифицирането инициира и активно поддържа разработването на нова система (инструменти и методи на работа) за последователно събиране, анализ и документиране на пристигащата информация. Той спомага още и за разработката на регулаторната рамка за новите отговорности на агенцията. Подпомага се също

така ревизията на текущите разходи и възнаграждения²⁷, за да се установи подходящ финансов механизъм за новите дейности.

Директоратът моделира съответно своята организация и създаде Отдел за управление на въздушното движение (УВД) и Отдел за системи за аеронавигационно обслужване (ANS), които да отговарят за всички разследвания и контрол на системите, използвани за осигуряване на услуги, свързани с УВД/Аеронавигационно обслужване (ANS).

Разработването на „Учебна Програма“ за млади инженери постигна напредък с решението на изпълнителния Директор²⁸, разясняващо общата рамка на учебните програми на Агенцията за авиационна безопасност (ЕААБ).

Агенцията активно съдейства за сътрудничеството с акционерите чрез редица конкретни събития (съвещания, семинари, събрания на управата и др.) и чрез новосъздаденото комуникационно средство, Меморандум за сертифициране²⁹.

➤ **Сертифициране за летателна годност и за опазване на околната среда на летателните продукти, части и устройства**

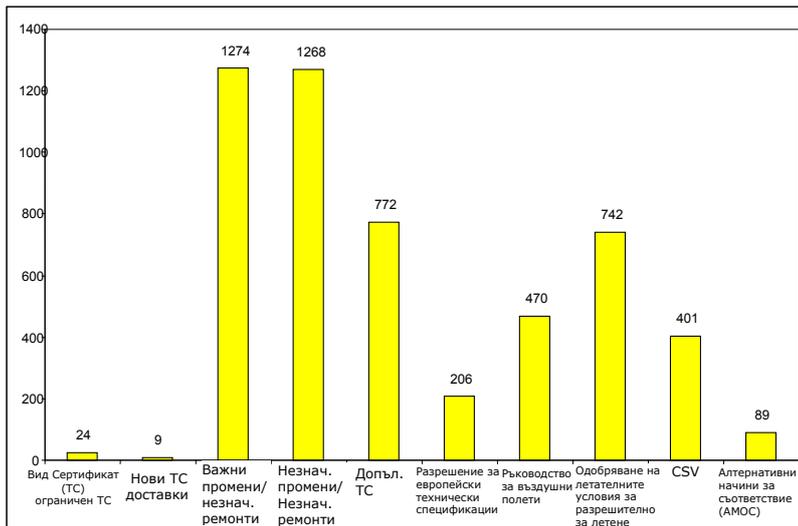
• Тенденции на получените молби

Броят на новите молби за летателна годност и сертифициране за опазване на околната среда, подадени в агенцията през 2010 г., показва, че промишлеността се възстановява след финансовата криза. Диаграмата (5.255) остана стабилна в сравнение с 2009 г. Бяха получени молби за сертифициране на проекти от нов тип, сред които дирижабли, балони, машини, перки, малки самолети и хеликоптери. Що се отнася до големите самолети, Bombardier, канадски производител на самолети, кандидатства за съвместно европейско (Агенцията за авиационна безопасност ЕААБ)/канадско (Гражданска авиационна администрация на Канада, ТССА) сертифициране на неговите двумоторни самолети Серия-С, среден обхват (CS100 и CS300). Диаграмата дава анализ за същността на получените молби:

²⁷ Регламент на Комисията (ЕО) No. 593/2007 от 31.05.2007 г. за таксите и възнагражденията, приет от Агенцията за авиационна безопасност (EASA) и Регламент на Комисията (ЕО) No 1356/2008 от 23.12.2008 г., внасящ промени в Регламент (ЕО) No 593/2007.

²⁸ Решение No. 2010/175/Е на изпълнителния директор на агенцията от 16.12.2010 г., отнасящо се до правилата, ръководещи учебната програма на Агенцията за авиационна безопасност (EASA).

²⁹ Меморандум за сертифициране на Агенцията за авиационна безопасност (EASA) изяснява общия курс за действие на агенцията по отношение на специфични въпроси за сертифицирането. Те имат за цел да осигурят насоки по специфични въпроси и като необвързващи материали могат да дават допълнителна информация и насоки за демонстриране на съответствие с текущите стандарти.



- Основни текущи многогодишни програми за сертифициране

Беше извършена значителна работа по отношение на редица многогодишни сертифициращи проекти, такива като Airbus A350, A400M военен транспорт, хеликоптер Eurocopter EC175 и също така върху ратифицирането на Embraer EMB-550 и EMB-545 търговски самолети, реактивен самолет на Mitsubishi (MRJ), многофункционален хеликоптер HAL Dhruv и регионален самолет Sukhoi Superjet 100. През 2010 г. ратифицирането на въздушните реактивни лайнери Boeing B787 и B747-8 достигна финалната си фаза. Двата проекта обаче претърпяха известно закъснение поради технически причини.

- Брой на издадените сертификати

През годината бяха издадени 3.996 сертификата³⁰. Типови сертификати бяха издадени на двумоторен моноплан с тласкащо въздушно витло, Skycar, турбинен двигател SaM146-IS17, дизелов бутален двигател TDA CR 1.9 8V и витло Helix H50F . След това агенцията успешно завърши ратифицирането на бразилски лек търговски реактивен самолет, Embraer EMB-505, американския супер среден търговски самолет, Hawker Модел 4000 и на различни типове балони с горещ въздух от Кавана, Австралия. Беше издаден Сертификат от ограничен тип на Beriev Aircraft Company за нейния многоцелеви самолет-амфибия, Be-200ES-E.

➤ **Постоянна летателна годност**

- Проблемът с Koito

Относно въпросите, свързани с фалшифицирането на резултатите от теста от Koito Industries Ltd (Япония), Агенцията за авиационна безопасност (ЕААБ) работи в тясно сътрудничество с партньорите си от САЩ, Федералната авиационна администрация (FAA) в разработването на техните респективни задължителни действия, най-важната част от които е съгласуваното съдържание на съответното предложение за издаване на Директива за летателна годност (PAD) от Агенцията за авиационна безопасност (ЕААБ) / Преглед на предложеното законодателство (NPRM). Преди

³⁰ Сертификат означава одобрение от всякакъв вид, лиценз или друг документ, издаден като резултат от сертифицирането.

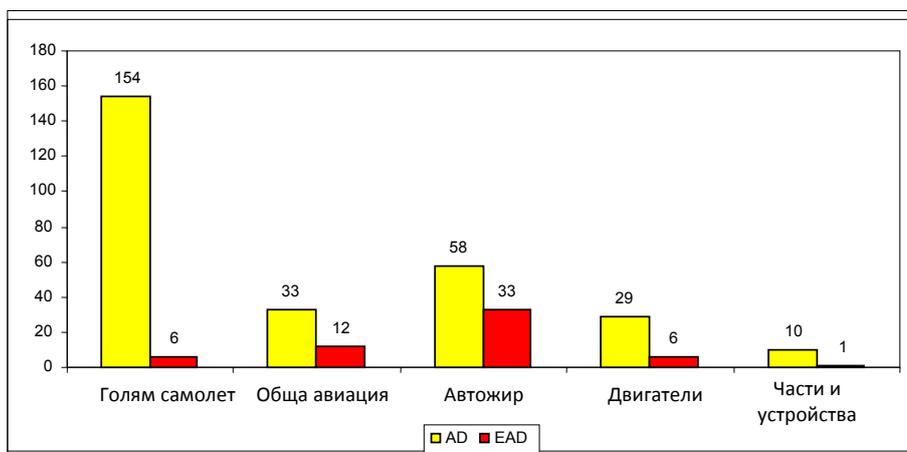
публикуването на окончателните правила бяха организирани две уведомителни сесии, за да се направи коментар на правилата.

- Произшествието с Qantas

През годината Директоратът активно участваше в разследването и анализа на катастрофите и произшествията, включително на произшествието със самолета на Airbus A380, управляван от Qantas Airlines, през ноември 2010 г.

- Директиви за изправност и аварийна готовност (AD и EAD)

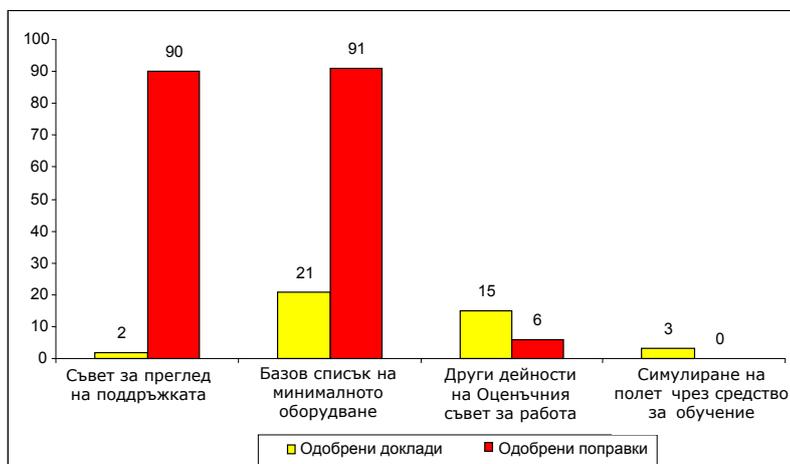
И накрая, за да осигури постоянна изправност на продуктите, частите и устройствата, които са под надзора на агенцията, бяха издадени 284 директиви за летателна годност (AD) и 58 директиви за летателна годност при аварии (EAD). Свързаните с тях подробности са представени в диаграмата по-долу:



➤ **Операции, свързани със задачите по сертифициране**

Тези задачи включват работата на Съвета за преглед на техническото обслужване (MRB) и широк обхват от дейности на Оценъчния съвет за работа (OEW), като одобряване на Основния списък на минималното оборудване (MMEL), въпросите за обучението на Симулиране на полет чрез средство за обучение (FSTD).

Съответните резултати могат да се онагледят както следва:



4.3. Ключови показатели за ефективност

Цел	Ключови	Постижени	Постижени	Резултати
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	показатели за ефективност (КРІ)	я през 2009 г.	я през 2010 г.	през 2010 г.
Да се осигури постоянен минимален контрол на летателната годност	Брой на годишните технически работни часове, изработени като процент от планираните часове	90%	90%	88,19%
Усвояване на сертификати съгласно политиката за усвояване	Вътрешни часове като процент от общите часове	62%	64%	70,95%
Да се подобри ефективността на техническия персонал	Дял на техническите часове (проектна работа) като процент от общите часове	65%	66%	80,11%
Да се осигури адекватно изпълнение на всички задачи по сертифициране на стандартите на полетите	Брой на техническите работни часове, изработени за проект като процент от планираните часове	-	90%	97,85%
Удовлетворени е от индустрията	Процент позитивни отзиви, получени чрез въпросници за обратна връзка на акционерите		80%	72% (на базата на 29% участие)
Контрол на качеството на дизайна, свързан с безопасността (IAW&CAW)	Брой на главните произшествия или катастрофи (CS 25 & CS 29 а/с), причинени или частично причинени от недостатъци в дизайна		Равен или по-малък от средния за изминалите 10 години	Подложен на ревизия с цел да се развие по-значим показател

5. Одобряване на организации

5.1. Цел и обхват

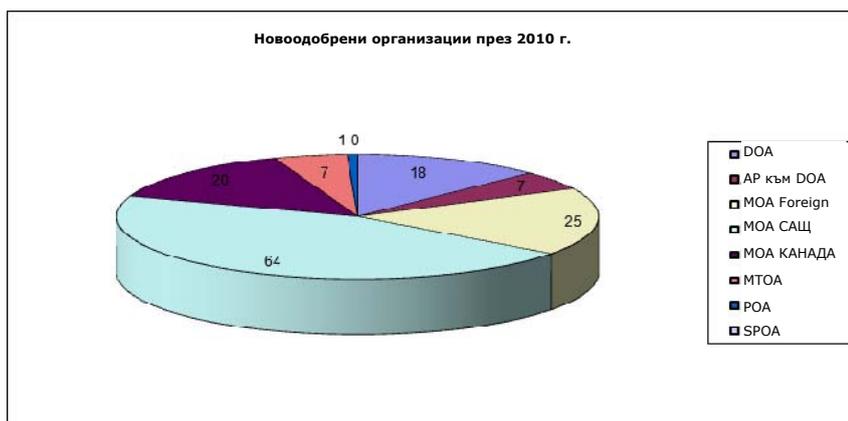
Агенцията за авиационна безопасност (ЕААБ) е отговорна за одобряването на проектните организации, където и да са разположени те, както и на организациите, отговорни за продукцията, поддръжката, обучението по поддръжката и постоянната изправност извън територията на държавите-членки. Това включва също одобрение на производствени организации, разположени извън територията на една или повече държавите-членки, ако това се изисква от тях.

През 2010 г. дейностите по одобряване на организациите в рамките на началния обхват на агенцията достигна зряло ниво от гледна точка на дейност и методология. Работата през 2010 г. се фокусира върху поощряване на настоящия метод и подход за одобряване на организации и върху изготвяне на нови задачи и изпълнение на съответните процеси, например разширяване на лицензирането на летателния екипаж и УВД/Аеронавигационно обслужване (ANS) (Процедура за бързо следене).

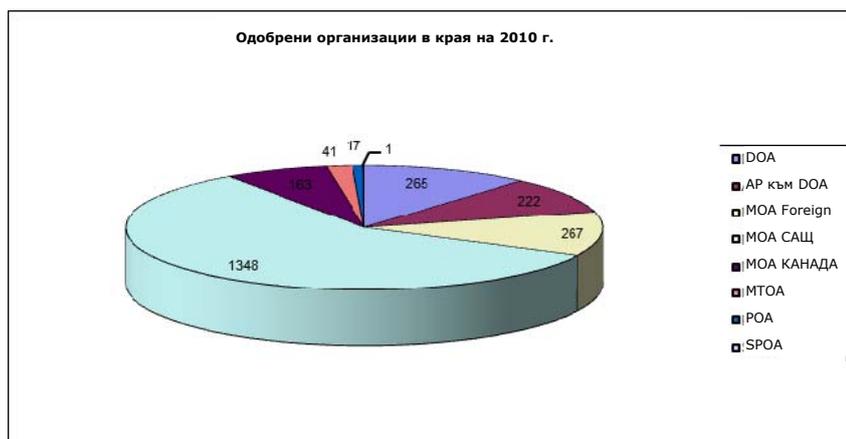
5.2. Основни постижения през 2010 г.

Дейностите по одобряване на организациите нараснаха много през 2010 г., включително по Одобрение на проектантски организации (DOA) / алтернативни процедури (AP) към DOA, одобрение на производствени организации (POA) и одобряване на организации за техническо обслужване (MOA/COA). Обемът от работа по надзора на одобряването на европейски организации за производство на Airbus (SPOA) слабо нарасна, както и в районите извън Европа. Диаграмите, свързани с одобряване на организации, могат да бъдат обобщени както следва:

Новоодобриени организации през 2010 г.



Одобрени организации на 31.12.2010 г.



➤ **Одобрение на организации по проектирането**

На 31.12.2010 г. бяха издадени общо 265 сертификата по одобрение на проектантски организации (DOA), 192 от които са били приети от агенцията. 73 останаха в ръцете на националните авиационни администрации (NAAs). 92 организации бяха подложени на първоначална оценка за DOA и 45 за AP към DOA. Приемането на дейностите достигна планираното. 3 допълнителни организации бяха прехвърлени към Груповите Лидери на Агенцията за авиационна безопасност (ЕААБ) през 2010, включително 1 одобрение на проектантски организации (DOA) и 2 алтернативни процедури (AP) към DOA. Ще има по-нататъшни трансфери, ако националните авиационни администрации (NAAs) решат да преустановят дейностите си или разширяването на обхвата на DOA изисква това.

➤ **Сертификати за производствени организации**

Бяха заздрави контактите с китайските власти върху гъвкавостта на производството на двама собственици на одобрение на производствени организации (POA) от страна на Агенцията за авиационна безопасност (ЕААБ) и линия за окончателно сглобяване (FAL) на Airbus в Китай. Също така беше приложена и утвърдена процедурата по издаване на экспортни сертификати за летателна годност (EcofA) за самолети, произведени в Китай. Тази специфична дейност беше подпомогната от представителя на Агенцията за авиационна безопасност (ЕААБ) в Китай.

➤ **Сертифициране на организации по поддръжката/изправността**

В сферата на сертифицирането на организации по поддръжката/изправността Агенцията за авиационна безопасност (ЕААБ) в повечето случаи прилага аутсорсинг (използване на външни ресурси) за техническите проучвания, както и за постоянния надзор на организациите към националните авиационни администрации (NAAs). Ограничен брой сертификати се издават от вътрешни експерти, за да се поддържат и развиват експерти и да се управляват ефективно дейностите, изпълнявани от националните авиационни администрации (NAAs). Агенцията за авиационна безопасност (ЕААБ) спомага за подготвянето на плавен преход от

съществуващото двустранно сътрудничество за поддръжка към ново двустранно сътрудничество EC-USAI.

5.3. Ключови показатели за ефективност

Цел	Ключови показатели за ефективност (КРІ)	Постижения през 2009 г.	Постижения през 2010 г.	Резултати през 2010 г.
Утвърждаване на средства за надзор на националната авиационна администрация (НАА) с цел осигуряването на общ надзор на организациите ; това не зависи от факта дали надзорът ще се изпълнява от националната авиационна администрация (НАА) като представител на Агенцията за авиационна безопасност (ЕААБ)	Брой на визитите на националната авиационна администрация (НАА), придружавана от екип от лидери на Агенцията за авиационна безопасност (ЕААБ) или управленчески персонал от същата	Няма приложено	5%	3Р.8%
Прилагане на нови задачи, своевременно приспособени към промените в датите за изпълнение	Наличност на план за изпълнение	Постоянно приспособяване на плана за изпълнение	Приложение на нови задачи от плана за изпълнение	Приспособяване към плана за изпълнение съгласно промените на IRS
Активно развиване на изградените връзки с Комисията и главните регулаторни власти по отношение на оператори от трети държави, като в същото време се	Брой на редовните събрания, проведени с ЕО	неприложимо	Тримесечни събрания	Проведени редовни събрания

запазва независимостта на агенцията				
Изготвяне на адекватни процедури за аутсорсинг (износ на производство) на националната авиационна администрация (НАА) относно нови задачи	Процент на задачите, чието изпълнение е изнесено чрез аутсорсинг, в това число задачите, изпълнени от персонала на Агенцията за авиационна безопасност (ЕААБ)	Финална проектна фаза на процедурите по аутсорсинг	Утвърждаване на процедурите по аутсорсинг (постигнати 80%)	Приспособяване към процедурите на аутсорсинг поради забавяне на политиката ѝ
Разработка на система за надзор на базата на риска с дефинирани фази на тестване и изпълнение	Изпълнение на фазите по надзор на базата на риска в сравнение с плана за изпълнение	Крайна фаза на дефиниране	Крайна фаза на тестване	Концепцията е завършена, по-нататъшният напредък е въпрос на наличност на инструменти за тестване

ANNEX XI – REFERENCE PROJECTS

Please fill in the below table in order to comply with section 3.2.3 – Selection Criteria on the technical and professional capacity,

Requirement A:

“The tenderer must have a minimum of two years of experience with projects similar to the services under the contract acquired in the period 2009 – 2011”

Evidence A 2:

- “A description and evidence (in form of samples) of major (minimum three) completed projects relevant to the required services accomplished in the last three years, indicating the precise type of work carried out, the date (period 2009-2011, the approximate value of the contract and the customer. This evidence is to be given by completing the **table in Annex XI – Reference Projects.**”

The Table shall be submitted in envelope B – Technical Proposal

Project Date from-to (period 2009-2011)	Type of Work – detailed description of service provided	Approximate value of the contract	Client /Company Name (where this cannot be disclosed, specify type of company)	Sample provided (please tick box, minimum 3)
				(add more lines if necessary)