

**Specifications attached to the
Invitation to Tender**

EASA.2012.OP.07

Security and reception services (both incl.
related services) at the European Aviation
Safety Agency in Cologne

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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	14/06/2012	
Deadline for addressing requests for clarification to EASA	24/07/2012 17:00*	
Site visits	09/07/2012 ¹	
Last date on which clarifications are issued by EASA	26/07/2012	Tenderers are advised to check the EASA Webpage on a regular basis for possible updates and/or clarifications
Deadline for submission of tenders	31/07/2012	Tenders delivered by hand shall be submitted not later than 17:00h Local Time*
Opening session	15/08/2012 ²	
Completion date for evaluation of tenders	September 2012	Estimated
Signature of contracts	September/October 2012	Estimated

* Cologne local time

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

² 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.

In addition, a duly signed and dated declaration of intent (see Annex XV) shall be submitted by each sub-contractor, confirming their irrevocable undertaking to collaborate with the tenderer, should he win the contract and that they will put all appropriate and necessary resources from their part at the tenderer's disposal for the performance of the contract.

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.07**
- the project title **Security and reception services (both incl. related services) at the European Aviation Safety Agency in Cologne**
- 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**³ 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** (using the standard template in **Annex XVII**) 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)

³ 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.

- 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**

Envelope B – Technical proposal

One signed original and 3 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 3 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.

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

An on-site visit meeting at EASA'S premises is planned as indicated in the timetable in section 1.2. The costs incurred by attending shall be borne by the tenderer and shall not be reimbursed.

The tenderers will have the opportunity to familiarise themselves with the location during the prior **on-site visit of EASA premises.**

Floor plans of EASA Premises can be obtained upon written request duly dated, signed and sent to the Agency using the template provided in Annex XVI.

An on-site visit of the Agency's premises is foreseen so that the tenderer can get an overview of the premises' requirements and the current security solutions, also with regard to security, risk assessment, etc.

The on-site visit will be scheduled for approx. 2,5 hours (together with all invited parties) and include predefined, exemplary areas of the buildings. Only one representative per participating tenderer may attend the on-site visit.

The visit will in principle be carried out by the EASA Security Officer; contacts to other persons are not permitted. Any questions in relation to this tender shall be addressed by email to tenders@easa.europa.eu.

Please note that each tenderer's representative must present an ID-card or passport and must be registered on arrival and checked out on departure at the EASA reception located on the 5th floor (See also section 1.2 - Timetable, footnote 1). Photography is not allowed.

1.10 Division into lots

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

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, value 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 European Aviation Safety Agency (EASA) is a multicultural, multilingual body of the European Union, based in Cologne, having as its main working language English.

The Agency's headquarters are located in the Köln Triangle and associated annexes in Cologne Deutz. Currently, the Agency occupies floor -2 to floor 22 of the Triangle building including some floors within the flat buildings North and South, partly sharing the buildings with other tenants, accommodating 700 staff members and consultants plus contractors and (international) visitors, (approx. 11.000 per year). As a result of the successive handing-out of new areas within the tower and building, the services of the tenderer will start in the current holdings of the Agency and are likely to be gradually extended according to the take-over of new floors and areas.

In the event that the Agency would change premises before expiry of the contract, both parties would undertake good faith discussions toward keeping the contract in force (subject to minimum necessary adjustments) until its normal expiry (or any other appropriate date found mutually acceptable).

The Agency requires services of an experienced security provider in order to deliver security services and surveillances (including advanced first aid in-house paramedic⁴ -in German "Betriebssanitäter"⁵), highly qualified reception services, and other related services (e.g. tasks such as process for WLAN access for visitors i.e. registration, signature, etc.) on Agency premises.

Please note that the Agency premises are not subject to the jurisdiction of the host state and are being afforded special privileges according to the Protocol on the Privileges and Immunities of the European Union (see [Official Journal of the European Union "Protocols", Protocol \(No 7\), C 83/266](#))⁶, a specific guidance with regard to the conduct during visits of police and other law enforcement personnel is in place.

2.2 Description of the subject and scope of the contract

The main objective of the contract is to ensure the control of access to the EASA building in Cologne and its premises, and to prevent unauthorised access to the EASA building, data or documentation, as well as providing high-quality reception services and related services.

In particular, it is required that – based on the tenderers' assessment and possible on-site visits on the current Agency premises– the tenderer shall provide a pool of 16 security and reception service staff to ensure that all the duties as described in this tender dossier are carried out and that all the Agency premises and perimeters are patrolled at least:

- Once during the Agency 's regular office hours (Monday to Friday, 08:00 – 18:00),
- Once every two hours (2 hrs.) outside the Agency 's regular office hours and on weekends, German/public holidays, and EASA holidays (see Annex XI),
- 24 hours a day, 7 days a week and in all conditions.

⁴ i.e. provision and maintenance of oxygen masks on Agency premises; appropriate insurance against the risks of administering oxygen; provision of medical rescue bag, technical equipment for blood pressure and blood sugar.

⁵ "Betriebssanitäter nach Berufsgenossenschaftliche Informationen (BGI) und 509").

⁶ <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:C:2010:083:FULL:EN:PDF>

The contractor shall perform their duty in the intervals described above, and set up a duty roster. The contractor's duties shall include, without being limited to, the following tasks:

Security:

- Patrolling of the security perimeters of the Agency.
In this context the contractor shall ensure that the Agency can, at any given time, check and prove that the areas have been patrolled according to the previously approved scheme.
- Noting all irregularities noticed during a patrol round and timely notifying the designated representative(s) of the Agency of those by means of a security report. The format and timing of this report shall be agreed between the contractor and the Agency shortly after the signing of the contract.
- All emergencies are to be notified immediately by the contractor to the designated representative(s) of the Agency that are to be agreed shortly after the signing of the contract.
- Continuously performing random ID checks of all persons within the premises of the Agency, and immediate notification of all irregularities observed.
- Outside of the Agency's regular working hours checking all offices and other premises of the Agency to ensure that no dangerous situations arise, for example any heat producing electrical appliances left on etc.
- Continuous checking of the functionality of the access control systems on Agency premises.
- Consistent and non-interrupted monitoring of the Agency's video surveillance system 24 hours a day, 7 days a week.
- Escorting external contractors (eg. maintenance workers) on Agency premises as requested by the Agency.
- Surveillance of large deliveries to the Agency premises.
- Managing the parking processes for Agency staff members and external visitors/guests (incl. in particular issuing of and managing transponders, communicating with the Human Resources Department (HR), solving issues with the Corporate Services Department and the landlord).
- The security centre shall at all times (also during breaks) be occupied by at least two Security Guards in order to guarantee full security coverage.

A Building Security Coordinator shall be provided by the contractor who shall be present Mondays through Fridays from 06:00-18:00 on the Agency premises and be reachable. S/He shall be responsible for the contractor's staff on site and ensure the smooth operation of all tasks given to the contractor. S/He shall also act as the focal point of contact between the contractor's staff and the Agency's representative(s) in all security, reception and other services related to day-to-day issues and occurrences.

All security guards on duty and on the premises of the Agency have to be appropriately trained. Relevant certificates proving such training – which shall be in accordance with the relevant local regulations and best practices of the industry and the German Chamber of Commerce and Industry (*Industrie- und Handelskammer*) or equivalent– shall be submitted in the tenderer's bid (see section 3.2.3).

Reception:

Performing high-quality reception services including, but not limited to:

- Answering all incoming calls, managing the log of incoming calls and providing statistics on incoming calls as needed by the Agency.
- Managing the conference rooms' booking system and providing statistics on meeting room usage as needed by the Agency.
- Welcoming all incoming visitors/guests.
- Managing the Agency's visitor database and providing statistics on visitors/guests as needed by the Agency.
- Briefing of all visitors/guests on the Agency's security and emergency procedures.
- Managing the Agency's Reception Desk and providing statistics on activities in that field as needed by the Agency.
- Provide all visitors/guests with WLAN access codes and collect visitors/guests' agreement on General Terms and Conditions regarding access through non EASA equipment about EASA Wi-Fi Network Service user and provide EASA IT Services with documentation records .
- The reception shall **at all times** during service hours (Monday to Friday, 08:00 – 18:00) be occupied by at least two employees in order to guarantee full service.

Over the duration of the contract, the Agency may have a requirement for services of additional security guard(s) and/or service staff to provide security and/or other services during Agency's events, conferences, etc. The contractor might be required to provide such additional staff on short notice but allowing reasonable time for planning and for the duration as specified by the Agency.

The contractor shall ensure non-interrupted and effective mobile communication between the contractor's staff while on duty and on the premises of the Agency. The entire contractor's staff on Agency premises shall be reachable at all times.

Whilst on duty at the Agency, the contractor's staff shall follow the requests and instructions given only by the designated representative(s) of the Agency. Requests or orders by any other staff members of the Agency or any external person must be double-checked with the Agency's designated representative(s).

The contractor shall be responsible for immediately replacing their staff in cases of unavailability (e.g. illness, annual leave), thus ensuring non-interrupted and consistent performance of all services.

The contractor's staff shall actively assist the Agency's emergency team in all emergency situations, evacuations and drills in line with the Agency's operational procedures. The contractor's staff must take part in the standard related trainings given by the Agency.

The contractor shall present to the designated representative(s) of the Agency the CV's and suitable security clearances for all new/additional staff who are planned to work on Agency premises well before they take on their duties. The Agency reserves the right to reject any of the suggested staff, as well as those already working on Agency premises, at

any time without stating the reasons of such rejection. In such case the contractor shall ensure the replacement without delay.

The contractor will be required:

- To schedule and manage a monthly fixed meeting with the Building Security Coordinator, contractor's area manager, and the Agency's representative(s) in order to monitor the work processes and the performance/quality of work.
- If requested, the contractor's area manager (see Section 2.3.1) shall ensure to be reachable and available on Agency premises within 24 hrs.
- To ensure that all staff on duty have suitable and clean uniform clothing, sufficient experience and training and all necessary equipment to be able to perform their duties to the highest standard.
- To ensure the highest confidentiality regarding all issues related to the Agency. Wherever requested by the Agency, the contractor's staff shall take part in related trainings given to EASA staff. Such trainings shall be free of charge for the contractor.

Malus scheme

The malus scheme will be applied as a quality control instrument in order to monitor the performance quality of the contractor and their staff.

According to the performance indicators set out herein and with regard to planning, services provided and compliance of tasks, the contractor has to meet all foreseen relevant expectations.

During the above-mentioned monthly fixed meetings the work processes and the performance/quality of work shall be monitored and evaluated against the malus scheme (see **Annex X**).

Within the foreseen familiarisation phase of four (4) weeks after the effective contract start date, the quality control shall be in place. After this four-week familiarisation phase, in case the performance indicators set out herein show that expectations are not met, the following steps and malus calculation shall apply: after identification of non- or mal-performance in a defined area, the contractor shall be notified accordingly in writing in order to give him the possibility to respond and react. In case of no response/correction from the contractor within five (5) working days, or non- / mal-performance shall recur, a written complaint shall follow to give the contractor the possibility to respond and react. Thereafter, if the given deadline for response has not been respected by the contractor, a malus calculation of 2% per occurrence of non- / mal-performance as indicated in the Annex X table shall apply, which shall be deducted from the next invoice.

For the avoidance of doubt the malus scheme shall apply without prejudice to any other measures or remedies available to the Agency under the contract or by law.

2.3 Outline of the required security and reception desk services

2.3.1 Requirements

General

The contractor shall provide experienced and highly qualified building security and reception service staff as well as all necessary equipment to enable a performance of high-quality services in accordance with the provisions set by German Chamber of Commerce and

Industry (Industrie- und Handelskammer: *Sachkundeprüfung im Bewachungsgewerbe*) or equivalent. This German expert knowledge examination includes the following areas:

1. Law of public security and order, incl. trade law and data protection law
(German *Recht der öffentlichen Sicherheit und Ordnung einschliesslich Gewerberecht und Datenschutzrecht*)
2. German Civil Code (German *Bürgerliches Gesetzbuch*)
3. Criminal- and Criminal Proceedings Law, incl. weapon handling (German *Straf- und Strafverfahrensrecht einschliesslich Umgang mit Waffen*)
4. Accident prevention security (German *Unfallverhütungsvorschrift Wach-und Sicherheitsdienste*)
5. Interpersonal communication, especially with regard to conduct in difficult situations and de-escalation techniques in conflict situations
(German *Umgang mit Menschen, insbesondere Verhalten in Gefahrensituationen und Deeskalationstechniken in Konfliktsituationen*)
6. Main features of safety and security equipment/techniques (German *Grundzüge der Sicherheitstechnik*)
7. Certificate of good conduct for security staff

Upon submitting the tender and as part of the application, the tenderer is required to provide a comprehensive risk assessment (in English) regarding the security situation of Agency premises. Therefore, the on-site visit of the EASA premises is highly recommended (see Section 1.9).

Employee turnover rate

The contractor shall avoid high staff turnover in order to ensure the provision of constant and consistent services. Therefore, within the first three months of the framework contract, the staff turnover shall not exceed 3 employees; after these three months it shall not exceed 2 employees per specific contract. In case of exceeding this rate, the malus scheme will be applicable (see Annex X).

All positions to be filled shall have a reserve pool of available employees in order to ensure constant and consistent service. It is mandatory that the requirements for such reserve pool employees (in German "Springer") are identical to those mentioned herein.

The contractor shall ensure the availability of sixteen (16) employees assigned as permanent staff for the Agency premises, consisting of:

- six (6) team leaders (incl. one (1) Building Security Coordinator + one (1) reserve pool employee)
- four (4) security guards + one (1) reserve pool employee
- four (4) receptionists + one (1) reserve pool employee

Preparatory phase

The successful tenderer has to establish an Operations Plan in co-operation with the designated representative(s) of the Agency in order to outline processes, tasks, etc. to be performed in order to make their work and services transparent. A kick-off meeting (involving at least the designated representative(s) of the Agency, the contractor's Area Manager and Building Security Coordinator) shall be held within two weeks of contract signature at EASA premises to the effect of agreeing on the practical implementation of that Operations Plan and any other practical aspects of contract implementation.

Hand-over

In case of termination of the contract or upon expiration, the successful tenderer agrees to instruct the succeeding contractor on operational processes and all related operational and written procedures and measurements, and to hand over all related tasks, excluding clothing, and equipment (see Section 2.3.3).

New processes/ training

With regard to potential new processes and operational procedures, guidelines, and trainings, the contractor's staff shall attend related training opportunities.

The contractor is required to continuously provide additional training for their staff in line with the best practices of the business. It is also required to present to the Agency's representative(s) a training scheme for their staff working on Agency premises shortly after signing the contract.

Relevant briefings and training (incl. general training on workplace safety issues and on standard requirements for environmental protection) must be completed prior to the contract start on Agency premises or be proven available.

Confidentiality

The contractor's staff shall agree to maintain a high level of confidentiality, especially with regard to the video surveillance and internal matters including the content of their employment contract with the contractor.

Contractor's staff**Area Manager (in German "Niederlassungsleiter")**

The area manager assigned to the Agency premises must be fluent in German and have a good command of both spoken and written English.
A minimum proven working experience of two (2) years in the field of physical security including one (1) year as an area manager is mandatory.

Building Security Coordinator (in German "Objektleiter")

The Building Security Coordinator working on Agency premises must be fluent in German and have a good command of both spoken and written English.
The Building Security Coordinator must fulfil the same requirements as listed below for the Security Team Leader and a minimum proven working experience of three (3) years in the field of physical security including one (1) year experience as a Building Security Coordinator.

The Building Security Coordinator is the exclusive contact person for the EASA representative(s) with regard to any confidential matters, i.e. staff related, or other.

Security Team Leader

The Security Team Leader working on Agency premises must be fluent in German and have a good command of both spoken and written English.
The security team leader must have:

- Good knowledge and a minimum proven work experience of three (3) years in the field of physical security including one (1) year experience as a team leader
- Experience in record keeping and reporting
- Good knowledge of relevant equipment (i.e. security electronic equipment and systems), policies, operational procedures, and strategies to promote effective security operations for the protection of people, data, and property

- Good organisational skills (incl. priority and time management), as well as structured approach to the work in progress
- Certified education or training and proven professional experience in advanced first aid in-house paramedic (in German "Betriebssanitäter" process)
- Proven training in First Aid
- Proven training in line with the local legislation and the German Chamber of Commerce and Industry (Industrie- und Handelskammer) or equivalent (see also section 2.1. *Sachkundeprüfung im Bewachungsgewerbe*)
- Good communication and proven computer skills (Microsoft office applications including MS Outlook and Excel) which are essential for the successful daily work execution

Security Guards

The security guards working on the Agency premises must be fluent in German and have a good command of spoken English. Security guards must have:

- Good knowledge and a minimum proven work experience of two (2) years in the field of physical security
- Good knowledge of relevant equipment (i.e. security electronic equipment and systems), policies, operational procedures, and strategies to promote effective security operations for the protection of people, data, and property
- Proven training in First Aid
- Proven training for security personnel, in line with the local legislation and the German Chamber of Commerce and Industry (Industrie- und Handelskammer) or equivalent
- Good communication and basic computer skills

Receptionists/ Service Desk Operators

The receptionists/ Service Desk Operators working at the Agency's reception must be fluent in German and have a very good command of both spoken and written English.

Receptionists/ Service Desk operators must have:

- A minimum proven work experience of one (1) year in providing high-quality reception services
- Proven training in First Aid
- Previous proven working experience in an international/multicultural environment
- Switchboard experience
- Good computer skills such as Microsoft office applications including MS Word, Outlook and Excel, for the successful execution of the daily work
- Good organisational skills (incl. priority and time management), as well as structured approach to the work in progress

2.3.2 Tasks

2.3.2.1 Area Manager (in German „Niederlassungsleiter“)

The main task of an Area Manager is to co-ordinate all staff assigned by the contractor to the Agency and ensure proper performance of the contract.

Generally, s/he is responsible for the following:

- Being reachable within 24 hrs and available on Agency premises if requested.
- Monitoring and evaluating work processes and performance/quality of work during the monthly fixed meetings with the Agency's representative(s)
- Organising of uniforms and technical equipment for security and reception staff
- Managing the Building Security Coordinator
- Ensuring compliance (incl. updating) with German statutory regulations
- Organising training and continued education of staff assigned to EASA
- Preparing security concepts and analysing weaknesses and risks if required
- Ensuring compliance with quality standards under DIN EN ISO 9001/2000
- Implementing the relevant EASA internal processes
- Yearly revision of the Risk Assessment and updating according to potentially changed needs and requirements.

2.3.2.2 Building Security Coordinator (in German "Objektleiter")

The main task of the Building Security Coordinator is to co-ordinate the security and reception service in order to provide a responsive, effective service. S/He plays a key role in ensuring performance is kept to a high standard. The tasks involve delegating, monitoring, motivating, and supporting the team with regard to training and development.

The Building Security Coordinator shall be on duty on Agency premises Mondays through Fridays from 06:00-18:00.

The Building Security Coordinator's tasks consist in organising, supervising, guiding, and monitoring the work performed by the other employees of the contractor and acting as the initial point of contact to the Agency's representative(s) on a practical day-to-day level in security, reception and service desk related issues.

Generally, the Building Security Coordinator has to perform the same tasks as the Security Team Leader (see section 2.3.2.3). In addition s/he is also responsible for:

- Ensuring that relevant operational external and/or internal procedures are being reviewed and amended as required and that any change will be implemented and signed/documented by the security guards and reception staff accordingly
- Ensuring that all operational changes in the use of security electronic equipment and systems are communicated to the security guards
- Updating the security guards and receptionists on any modification or change of relevant operational procedures
- Identifying training needs for all security guards and arrange as necessary (with agreement of the contractor's area manager)
- Training and familiarising the contractor's newly recruited employees with the Agency and its premises

- Informing the Agency's representative(s) in case any item relevant for the daily performance of tasks (e.g. chip cards, printer supplies, batteries, transponders, etc.) is running out or needs maintenance or replacement
- Programming of the transponder system to ensure required access to door locks and elevators
- Managing the parking processes for Agency staff members and external visitors/guests (incl. issuing of and managing transponders, communicating with HR, solving issues with the Corporate Services Department and the landlord)
- Drafting the action and incident reports and forwarding them to the Agency's representative(s) and saving these reports electronically
- Managing the Security Team Leader

2.3.2.3 Security Team Leader

The main task of the team leader is to co-ordinate the security service in order to provide a responsive, effective service. S/He plays a key role in ensuring performance is kept to a high standard.

The team leader must be on duty on Agency premises at all times.

A team leader is required to be on duty 24/7 (i.e. incl. weekends, German/public holidays, and Agency holidays from 06:00-18:00 and from 18:00-06:00).

The team leader's tasks consist in organising, supervising, guiding, and monitoring the work performed by the other employees of the tenderer and acting as focal point of the Agency's representative(s) on a practical day-to-day level in security, reception and Service Desk related issues. S/He is also responsible for:

- Setting up effective operation in case of unforeseen incidents and maintaining these operations until the Agency's representative(s) and/or local authorities take over
- Liaising with police and external emergency services as required in case of imminent danger:
Nota Bene: In case of imminent danger, the Protocol on the Privileges and Immunities of the European Union (Protocol No 7, C 83/266, dated 30/03/2010), the procedure of conduct during visits of police is not applicable
- Immediately informing the Agency's representative(s) of any incidents or abnormalities that might have a negative effect on the Agency's facilities or operations
- Instructing new employees with regard to all relevant operational procedures and keep records of the instruction processes
- Assisting the Agency's representative(s) in investigations in cases of for example damage to the facility, incidents or accidents
- Recording all incidents, irregularities and abnormalities such as equipment or property damage, theft, presence of unauthorised persons, intrusion, or other unusual occurrences and reporting these promptly to the Agency's representative(s)
- Take appropriate actions to ensure the health and safety of him/herself and others

- Launching and following relevant EASA evacuation procedures in case of building related emergencies
- Ensuring that adequate supplies of all forms used by security staff are always available and all Incident/Accident Reports reviewed, and any follow-up action required is implemented, recorded, and reported promptly to the Agency's representative(s)
- Making the identification badges (incl. photographs) with the Agency's badge maker and maintaining the related database
- Ensuring continuous and uninterrupted video surveillance (24 hours/7 days)
- Receiving hand delivered mail addressed to the Agency and ensure proper respective treatment during non-business hours or when switchboard/reception is not occupied
- Ensuring that a high security level is maintained on Agency premises at all times (24 hours/7 days)
- In case of medical emergencies, launching the process of in-house advanced first aid and co-ordinate the full activity of external ambulance services
- Performing other tasks as requested by the Agency's representative(s) e.g. requests for services from Agency's IT service desk in order to provide constant operations and to ensure the continuity of services.

2.3.2.4 Security Guards

The security guards are responsible for guarding, patrolling, and monitoring premises to prevent theft, violence, or violation of rules, as well as carrying out all duties related to the physical security of the Agency as instructed by their team leader or the Agency's representative(s).

One (1) security guard is required to be on duty from Mondays through Fridays from 06:00-18:00; two (2) security guards are required to be on duty from Mondays through Fridays from 18:00-06:00; one (1) security guard is required to be on duty on weekends, German/public holidays, and Agency holidays from 06:00-18:00.

The tasks include but are not limited to:

- Rapidly intervening in cases of any unforeseen event and disturbances
- Carrying out regular patrols on Agency premises
- Assessment of defective equipment and security systems
- Checking specific areas of the Agency's premises as instructed by the team leader or the Agency's representative(s)
- Recording all incidents, irregularities and abnormalities such as equipment or property damage, theft, presence of unauthorised persons, intrusion, or other unusual occurrences and reporting these promptly to the team leader
- Checking the identification badges of the Agency's staff members and visitors/guests
- Escorting other external contractors (e.g. maintenance workers) on Agency premises
- Assisting the receptionists in taking care of visitors/guests as needed

- Answer telephone calls to take messages, answer questions, and provide information during non-business hours or when switchboard/reception is not occupied
- Emergency phone calls: in case of aviation incidents and for other urgencies, the respective processes and operational procedures are to be followed
- Collecting lost and found property, and forwarding it to the Agency's representative(s) and keeping records accordingly
- In case of any theft and intrusion, follow the respective Agency process and procedure for reporting
- Regular controlling and consistent reporting on technical emergency equipment to the Agency's representative(s), including emergency lighting, medical equipment (e.g. oxygen bottle, technical equipment for blood pressure and blood sugar, defibrillators, First Aid kits, and plaster refills)
- Inspecting and adjusting security systems, equipment, and machinery to ensure operational use and to detect evidence of tampering
- In case of building related emergencies, launching and following relevant EASA evacuation procedures
- In case of medical emergencies, launching the process of in-house advanced first aid (incl. involving the advanced first aid in-house paramedic –in German "Betriebs-sanitäter") and follow the respective instructions for the full activity of external ambulance services
- Performing other tasks as requested by the team leader or the Agency's representative(s)

2.3.2.5 Receptionists/Service Desk Operators

The receptionists / service desk operators are responsible for providing high-quality reception services, always bearing in mind the importance of ensuring appropriate representation of the Agency, and its specific needs and requirements.

Three (3) receptionists/service desk operators are required to be on duty from Mondays through Fridays from 08:00–18:00.

The tasks include but are not limited to:

- Taking incoming telephone calls, dealing with such calls promptly in a professional manner, and re-directing appropriate calls to respective staff members and maintaining a log of these calls
- Receiving hand delivered mail addressed to the Agency and ensure proper respective treatment
- Ordering taxis for visitors/guests if necessary
- Informing all visitors/guests about internal security and emergency procedures

This includes but is not limited to:

- Welcoming all visitors/guests upon arrival, entering visitors' details into the visitors' database (in MS excel), managing the visitors' passes, and informing the respective Agency staff member
- Ensuring the correct application of security measures for arriving and departing of visitors/guests
- Promptly reporting incidents, disturbances, and violations of any of these measures to the Building Security Coordinator
- Delegating tasks (to the in-house caretakers) and prioritising of tasks, as well as keeping track of work in progress and see these through until completion
- Maintaining accurate records of all meetings/events organised on Agency premises and of visitors/guests participating in those meetings/events
- Providing additional practical and/or administrative support to the Agency's Corporate Services Department staff members as required

This includes but is not limited to:

- Managing the Agency's service desk/reception and keeping related statistics up to date
- Organising and managing the meeting rooms upon request and keep the meeting room list up to date, incl. regular reporting to the respective Agency representative
- Liaise and cooperate with the Agency's Corporate Services Department with regard to internal moves/removals. In case of building related emergencies, launching the evacuation procedures
- In case of medical emergencies, launching the process of in-house advanced first aid (incl. involving the advanced first aid in-house paramedic –in German "Betriebssanitäter") and follow the respective instructions for the full activity of external ambulance services
- Performing other tasks as requested by the Agency's representative(s)

2.3.3 Clothing, equipment and conduct

Security Staff Clothing

The contractor shall ensure that all their staff on duty on Agency premises will be provided with a sufficient quantity of uniform clothing to enable them to always work in properly maintained, clean clothing. The uniform clothing shall enable unambiguous identification of the contractor's staff and their clear distinction from all other persons (especially Agency staff members) on Agency premises. The uniform must be of good quality.

Receptionists/Service Desk Operators Clothing

The contractor shall ensure that all their staff on duty on Agency premises will wear appropriate (to business dress code/standard) clothing in decent colours, and always work in properly maintained and clean clothing and appropriate footwear. A neat outward appearance is mandatory.

Communication Equipment

The contractor shall provide his staff with a sufficient quantity of mobile phones so that each of their staff performing duties on Agency premises can be contacted at any given time either via the telephone placed at his/her stationary working place or via a mobile phone. The contractor shall bear all costs of acquiring and keeping such mobile phones fully functional at all times.

Patrol Monitoring Equipment

The contractor shall provide their staff with a sufficient quantity of electronic patrol monitoring equipment that allow the contractor to produce statements of the patrols that have been carried out by their staff. These statements are to be given to the designated representative(s) of the Agency on request and they must have at least the following information:

- The name of the security guard
- Starting time of the patrol round
- The times at which the patrol passed the checkpoints
- End time of the patrol

Other Equipment

Other equipment such as flashlights, handcuffs, batons, etc. shall at all times be stored out of sight and carried underneath the clothing so that they cannot be seen or recognised by size or shape. The contractor shall suggest the standard set of such equipment per team leader/ security guard/ receptionist in his/her bid. Additional items or equipment may be requested for specific circumstances.

Respective medical equipment (e.g. medical rescue bag, technical equipment for blood pressure and blood sugar, and oxygen bottle) for ensuring in-house advanced first aid (in German *Betriebssanitäter*) process is to be provided by the contractor.

It shall be ensured that all security related equipment is fully operational at all times and any maintenance and repair is carried out on a timely and regular basis, ensuring that they are recorded and followed up.

Time tracking

The contractor has to install an automated electronic time recording system at his own costs. The time recording system documents the beginning and the end of labour time of each employee assigned to Agency premises. The read out and evaluation of its data is done automatically. A manipulation of the data is to be avoided and excluded. All staff assigned to Agency premises (without exception) shall be provided with a corresponding chip card (recommendation in case of loss: to be issued incl. company logo, code ID and phone number). The mapping between code cards and employees must be documented accordingly by the contractor.

The entire contractor's staff assigned to EASA shall document their presence by the means of the time recording system. Upon request to the area manager, the Agency can at any time inspect the print out of the time recording system. Upon invoicing, copies of labour hours shall be available (see Sections 2.8 and 2.10).

Staff Conduct

All contractor's staff shall have excellent communication skills (both written and verbal) and effective use of communication ways, ensuring tactful and discreet appearance as well as a strong customer orientation and approach, incl. excellent telephone behaviours.

Furthermore, good interpersonal skills to always keep a calm, courteous, friendly yet professional comportment at all times, also when dealing with difficult customers/counterparts or in difficult situations is obligatory.

2.3.4 Related services

For example potential additional processes for WLAN access for visitors i.e. registration, signature, etc.

2.4 Volume of the contract

The Agency intends to sign a framework contract with the successful tenderer for a maximum total potential value of 4.000.000,00 EUR (four million euro) and for a maximum duration of four years.

2.5 Duration of the contract

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

2.6 Place of Delivery/Execution

The main place of delivery/execution of the services shall be EASA's premises in Cologne, Germany.

2.7 Variant solutions

Variants are not permitted.

2.8 Reporting

The contractor will provide the Agency with the following:

- draw up and deliver standard monthly timesheets and daily attendance tables showing the actual hours performed by their staff on Agency premises in order to enable proper controlling of the hours worked
- submit to the Agency all activities and abnormalities reports
- monitor and report the quality of the work carried out by their staff by means of regular meetings with the designated representative(s) of the Agency, the intervals of such meetings (monthly meeting with the area manager) will be agreed between the contractor and the Agency shortly after the signature of the contract in the kick-off meeting
- Updates on progress of the contract implementation
- inform about potential difficulties/obstacles to sort out

The reports shall be submitted to the Project Manager identified in the contract who is responsible for approving them.

2.9 Description of the Contract

A framework contract is a legal agreement between two parties - in this case, EASA and the Contractor. It acts as the 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 EASA, 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".

Specific contracts shall be issued on an annual basis to cover the estimated volume of services required in that particular year.

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

The Agency intends to sign multiple Framework Contracts with the successful tenderers (maximum 3). 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 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 (maximum fourteen (14) days). 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).

2.10 Payment Formalities

The contractor shall submit invoices to EASA on a monthly basis clearly listing all the services rendered during that month. Supporting documents such as service schedules/duty rosters, timesheets including read-out times of the time recording system, and listing of individual items excluding and including VAT in a transparent and detailed way, shall be provided each month.

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

Tenderers must submit evidence of their legal, economic, financial, technical and 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 three years must not have fallen below 800,000.00 EUR.
- The tenderer must be insured for business liability including appropriate minimum cover (as indicated below)

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**;
- Statement of a business liability insurance with a statutory minimum cover per damage as follows (using the template in **Annex XIII**):

Personal injuries: € 5.000.000,00

Property damages: € 2.500.000,00

Loss of guarded objects: € 250.000,00

Loss of Agency keys/ code cards: € 250.000,00

Financial damages: € 250.000,00

- 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

Requirement(s)

- a) **Suitability of the organisation** of the tenderer and **staffing structure** available to provide the security and reception services subject to this tender and as described in section 2.3 above.
- b) In the past 5 years, the tenderer must have successfully managed (for at least 2 completed years each) **at least 3 contracts similar in subject and size** to the services to be performed under the framework contract that may result from this procurement procedure.
- c) The **staff** involved in the execution of the contract must fulfil requirements described in section 2.3.1 and as follows:

Area Manager must	• be fluent in German and have a good command of both spoken and written English • have a minimum proven working experience of two (2) years in the field of physical security including one (1) year as area manager
Building Security Coordinator must	• be fluent in German and have a good command of both spoken and written English • have a good knowledge and a minimum proven working experience of three (3) years in the field of physical security is required including one (1) year experience as Building Security Coordinator • have experience in record keeping and reporting • have a good knowledge of relevant equipment (i.e. security electronic equipment and systems), policies, operational procedures, and strategies to promote effective security operations for the protection of people, data, and property • have good organisational skills (incl.

	priority and time management), as well as structured approach to the work in progress • have certified education or training and proven professional experience in advanced first aid in-house paramedic (in German "Betriebssanitäter") process • have proven training in First Aid • have proven training in line with the local legislation and the German Chamber of Commerce and Industry (Industrie- und Handelskammer) or equivalent (see also section 2.1.Sachkundeprüfung im Bewachungsgewerbe) • have good communication and proven computer skills (Microsoft office applications including MS Outlook and Excel)
Security Team Leader must	• be fluent in German and have a good command of both spoken and written English • have a good knowledge and a minimum proven working experience of three (3) years in the field of physical security is required including one (1) year experience as a team leader • Experience in record keeping and reporting • have a good knowledge of relevant equipment (i.e. security electronic equipment and systems), policies, operational procedures, and strategies to promote effective security operations for the protection of people, data, and property • have good organisational skills (incl. priority and time management),), as well as structured approach to the work in progress • have certified education or training and proven professional experience in advanced first aid in-house paramedic (in German "Betriebssanitäter") process • have proven training in First Aid • have proven training in line with the local legislation and the German Chamber of Commerce and Industry (Industrie- und Handelskammer) or equivalent (see also section 2.1.Sachkundeprüfung im Bewachungsgewerbe) • have good communication and proven computer skills (Microsoft office applications including MS Outlook and Excel)
Security Guards must	• Be fluent in German and have a good command of spoken English • have a good knowledge and a

	minimum proven working experience of two (2) years in the field of physical security • have a good knowledge of relevant equipment (i.e. security electronic equipment and systems), policies, operational procedures, and strategies to promote effective security operations for the protection of people, data, and property • have proven training in First Aid • have proven training for security personnel, in line with the local legislation and the German Chamber of Commerce and Industry (Industrie- und Handelskammer) or equivalent • Good communication and basic computer skills
Receptionists/Service desk operators must	• be fluent in German and have a very good command of both spoken and written English • have a good knowledge of and a minimum proven working experience of one (1) year in providing high quality reception services • have proven training in First Aid • have previous proven working experience in an international/multicultural environment • have Switchboard experience • have good computer skills (such as Microsoft office applications including MS Word, Outlook and Excel) • have good organisational skills (incl. priority and time management), as well as structured approach to the work in progress

d) The **remuneration** of the tenderer's staff **shall be in line with the relevant applicable national legislation (e.g. official German *Werkschutz Fachkraft* wage scale)**.

e) The tenderer shall **in no way be subject to conflict of interests** concerning the implementation of the contract.

Evidence required

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

For requirement a)

- **Organisational chart** of the tenderer including the **total number of staff**

- **Certificate of quality management** compliance according to DIN EN ISO 9001 standard or equivalent
- **Certificate of quality management** compliance according to DIN 77200 standard or equivalent
- **Certificate of quality management** compliance according to the requirements of the SCC (*Safety Certificate Contractors*) or equivalent

For requirement b)

- Proof of **at least three references** of comparable projects/contracts following the template in **Annex XII**

For requirement c)

- **Curriculum Vitae** (CVs) (using the template in Annex III) and **relevant certificates** demonstrating that all the above-mentioned requirements are met shall be submitted:
 - **one CV** and **relevant certificates** for the Area Manager,
 - **one CV** and **relevant certificates** for the Building Security Coordinator,
 - **one CV** and **relevant certificates** for the Security team leader,
 - **two CVs** for **two** security guards,
 - and
 - **three CVs** and **relevant certificates** for the receptionists.

For requirement d)

- **Statement** (using the template in **Annex XIV**) that the remuneration is in accordance with **the relevant applicable national legislation (e.g. official German Werkschutz Fachkraft wage scale)**
- For requirement e)
- **Statement** on absence of conflict of interest (**Annex VIII**).

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.

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.

No	CRITERIA	MAX POINTS	AWARDED SCORE
1	General concept and methodology ➤ Presentation of the tender ➤ Description of contract performance methodology ➤ Adequate Risk Assessment for EASA's premises ➤ General security concept for the realisation of security on Agency premises and general security concept for the realisation of events (including interaction with police / fire brigade)	40	
2	Flexibility and efficient implementation for EASA's premises ➤ Availability and flexibility (initial mobilisation time and response time to changed requirements) ➤ Business Continuity Management (e.g. pandemic concept and back-up plan)	20	
3	Staff qualification and selection process ➤ Selection procedure and criteria	15	

	➤ Training scheme for staff		
4	Maintaining of operational standards and quality standards for EASA's premises ➤ takeover of EASA's premises in line with all requirements from this contract, implementation processes, and handover phases (in and out) and strategy ➤ staff instructions for the first and any subsequent assignment on Agency premises	15	
5	Suitability of the equipment allocated to the Agency (see in section 2.3.3)	10	
	TOTAL	100	

4.2 Technical proposal

The assessment of technical quality will be based on the ability 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 tender according to the technical criteria mentioned above:

CRITERION 1: General concept and methodology:

Tenderers shall present their organisation with regard to its structure and objectives, and establish a clear and comprehensive proposal indicating a concept/methodology on how the services will be organised in order to cater all relevant services as specified herein.

The tender shall also include a detailed and well-structured risk assessment for ensuring that controls are fully commensurate with the risks to which the Agency is exposed, also during events and other unforeseen occurrences.

The risk assessment shall be structured according to the following requirements, and considering the understanding of the Terms of Reference and general approach to the services.

- Introduction
- Detailed descriptions of:
 - premises in general (e.g. reception, windows, doors, video surveillance, etc.)
 - access control systems (e.g. reception, lifts, parking)
 - surroundings (e.g. cathedral, central station)
 - any other specifics (e.g. public platform on top of the Triangle)
- Weak points (Evaluation of the difficulties, limitations, and risks)
- Recommendations
(Proposed methods in order to mitigate risks)

- Conclusion

The tenderer shall draft a general security concept for the realisation of the security on Agency premises and a general security concept for the realisation of events.

The tenderer shall describe its proposed interaction with police / fire brigade (including if available any security partnership).

CRITERION 2: Flexibility and efficient implementation

This includes detailed information concerning availability and flexibility of staff. Tenderers shall specify their initial mobilisation time and provide any additional relevant information. Their response time to changed requirements shall be indicated.

Business Continuity Management (in German *betriebliches Kontinuitätsmanagement*): the tenderer shall have a comprehensive Business Continuity Management scheme available in order to ensure consistent services continuation in case of strike, epidemic or pandemic, or similar.

CRITERION 3: Staff qualification and selection process

Tenderers shall describe their staff selection processes including the evaluation of the potential staff's qualification.

The tenderer shall submit a detailed general training, as well as specific training scheme for his/her staff according to the Agency's processes and procedures.

CRITERION 4: Maintaining of operational standards and quality standards

The tenderer shall describe how to ensure the maintenance of operational and quality standards during the takeover of the premises, the respective implementation processes, and the handover phases and strategy (at contract start and expiry). Moreover, the tenderer shall describe the staff instructions for the first and further assignments on Agency premises. (see also Hand-over 2.3.3)

CRITERION 5: Equipment

The tenderer shall describe the equipment allocated to the Agency and give details about the equipment's maintenance and the knowledge of staff handling/using it. For the description of equipment see 2.3.3.

In addition to the above the tenderer must provide the information concerning sub-contracting as requested in **section 1.5**.

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 **75 points or more** (of a maximum of 100 points) against the technical award criteria will have their financial proposal evaluated.

4.4 Financial evaluation

Where a maximum budget is mentioned in these tender specifications, any tenderer submitting a financial proposal exceeding this budget will be rejected.

Tenderers should propose a price/hour per each proposed employee, as explained below. Prices shall be all inclusive.

The Agency will not pay expenses for travel or accommodation for tenderer's employees or any other additional costs.

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

Building Security Coordinator and ⁷ Security Team Leader	25 %
Security Guard	50 %
Receptionist / Service Desk operator	25 %

The financial evaluation will be made on the basis of the price offered in the model financial offer (**Annex II**) and the following formula:

Calculation **formula: $(A/B \times 0,25) + (C/D \times 0,5) + (E/F \times 0,25) = \text{Financial Average Price}$**

where

A is the best price of all bidders for an hourly rate (unit price) for Building Security Coordinator and Security Team Leader.

B is the price for a single bidder for an hourly rate (unit price) for Building Security Coordinator and Security Team Leader.

C is the best price of all bidders for an hourly rate (unit price) for a Security Guard.

D is the price for a single bidder for an hourly rate (unit price) for a Security Guard.

E is the best price of all bidders for an hourly rate (unit price) for a Receptionist/Service Desk Operator.

F is the price for a single bidder for an hourly rate (unit price) for a Receptionist/Service Desk Operator.

The tenderers must calculate their financial proposal based on a single unit price per staff category. This unit price is €/h and only one unit price per staff category is allowed.

The same price is required to be applied for both the Building Security Coordinator and the Security Team Leader.

The unit price must include regular work at night and during weekends, public holidays, and Agency holidays for the team leaders and the security guards whereas the following applies:

Building Security Coordinator (German “Objektleiter”) and Team leader:

At least one (1) Building Security Coordinator must be on duty on Agency premises Mondays through Fridays from 06:00-18:00.

One (1) team leader 24/7 (i.e. incl. weekends, German/public holidays, and Agency holidays from 06:00-18:00 and from 18:00-06:00)

Security Guards:

One (1) security guard from Mondays through Fridays from 06:00-18:00

Two (2) security guards from Mondays through Fridays and from 18:00-06:00

One (1) security guard on weekends, German/public holidays, and Agency holidays from 06:00-18:00

Receptionists/Service Desk Operators

Three (3) receptionists/service desk operators from Mondays through Fridays from 08:00-18:00.

Note: Agency holidays see (**Annex XI**)

4.5 Financial proposal

- The financial proposal should be presented in the format provided in **Annex II**.
- Prices must be quoted in **EURO** and include all expenses necessary to perform the contract.
- Prices shall be fixed and not subject to revision for the first year of performance of the Contract. From the beginning of the second year of performance of the Contract, prices may be subject to revision. The revision shall be done as stipulated in the draft contract (**Annex I**). The formula and respective index formulated therein shall be the sole basis for any price revision throughout the contract duration.
- 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

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 [complete]

CONTRACT NUMBER - [complete]

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

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,

PREAMBLE

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

The [first].[second] [third] contractor of the multiple contracts for this lot is:
(name and address)

The [first].[second] [third] contractor of the multiple contracts is:
(name and address)

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]

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.

I – SPECIAL CONDITIONS

ARTICLE I.1 - SUBJECT

I.1.1 The subject of the Contract is to ensure the control of access to the EASA building in Cologne and its premises, prevent unauthorised access to EASA building and data or documentation, as well as providing high-quality reception services and related services and as defined in Annex I.

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 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 9 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 not subject to revision for implementation during the first year of duration of the Contract.

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

This revision shall be determined by the trend in the harmonised consumer price index MUICP published for the first time by the Publications Office of the European Union in the Eurostat monthly bulletin at <http://www.ec.europa.eu/eurostat/>.

Revision shall be calculated in accordance with the following formula:

$$Pr = Po \left(\frac{Ir}{Io} \right)^{0,2+0,8}$$

where:

Pr = revised price;

Po = price in the original tender;

Io = index for the month corresponding to the final date for submission of tenders;

Ir = index for the month corresponding to the date of receipt of the letter requesting a revision of prices.

The abovementioned formula and respective index shall be the sole basis for any price revision throughout the contract duration.

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 4,000,000.00 EUR (4 million 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 being sent by the Agency to the Contractor, the Agency shall receive it back, duly signed and dated. The period allowed for the execution of the tasks shall start to run on the date the Contractor signs the specific contract, unless a different date is indicated therein.

ARTICLE I.5 – PAYMENT PERIODS

Payments shall be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted. Payment requests may not be made if payments for previous specific contracts have not been executed as a result of default or negligence on the part of the Contractor.

I.5.1 Pre-financing:
Not applicable

I.5.2 Interim Payment:

Not applicable

I.5.3 Payment of the Balance:

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

- the monthly relevant breakdown of services provided, as specified in Annex I;
- the monthly relevant detailed invoices , indicating the reference number of the Contract and of the order or specific contract to which they refer,
- the supporting documents such as service schedules/duty rosters, time sheets including read-out times of the time recording system, and listing of individual items excluding and including VAT in a transparent and detailed way, as specified in Annex I.

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

ARTICLE I.6 – BANK ACCOUNT

Payments shall be made to the 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
[Directorate – complete]
[Department/Section]
[full name and function]
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 6 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 –

The first sentence of Article II.1.9 is applicable without prejudice to the malus scheme mentioned in the Tender Specifications (Annex I of this Contract).

ARTICLE I.12 –

The imposition of liquidated damages under Article II.16 shall be limited to the total value of the specific contract, except for wilful misconduct or gross negligence.

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.3.1 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.07
Security and reception services (both incl. related services) at the European Aviation
Safety Agency in Cologne**

ANNEX II to the Framework Contract

Contractor's Tender of [date]

ANNEX III.a to the Framework Contract

SPECIFIC CONTRACT No SC0XX

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 SC0XX (or OF0XX⁸)

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>	Other details: 	

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]

Done at Cologne, [date]

In triplicate in English.

⁸ To be completed by the contracting authority/Agency

ANNEX II - MODEL FINANCIAL OFFER

Tender Publication Reference: EASA.2012.OP.07

Title of the Contract: Security and reception services (both incl. related services) at the European Aviation Safety Agency in Cologne

NAME OF TENDERER:

Breakdown of services/Price lists

Type of service	Price per hour in EURO
Building Security Coordinator and ⁹ Security Team Leader	
Security Guard	
Receptionist / Service Desk operator	

Note:

- Prices must be quoted in EURO and include all expenses necessary to perform the contract.
- Prices shall be fixed and not subject to revision for the first year of performance of the Contract. From the beginning of the second year of performance of the Contract, prices may be subject to revision. The revision shall be done as stipulated in the annexed draft contract.
- The above classification of staff categories must not be broken down further. The tenderer (in case of consortia valid for all members of the consortium) shall indicate only one rate per type of staff.¹⁰
- A price shall be indicated for each category and must not amount to zero.

⁹ The same price is required to be applied for both the Building Security Coordinator and the Security Team Leader.

¹⁰ In case a price range is indicated in the financial offer, only the upper limit shall be taken into consideration for the financial evaluation.

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 [month, year]
EXPERIENCE

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

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

mentioned above.

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	
ADDRESS	
TOWN/CITY	POSTCODE
CONTACT PERSON	
TELEPHONE	FAX
E - MAIL	
PERSONAL NUMBER	
INSTITUTION	

<u>BANK</u>	
BANK NAME	
ADDRESS	
TOWN/CITY	POSTCODE
ACCOUNT NUMBER	- -
IBAN	
SWIFT	

REMARKS :

BANK STAMP + SIGNATURE BANK REPRESENTATIVE
(Both Obligatory)

DATE + SIGNATURE ACCOUNT HOLDER :
(Obligatory)

*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 ¹¹

EASA.2012.OP.07

Security and reception services (both incl. related services) at the European Aviation Safety Agency in Cologne

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	Nationality¹²
Leader		
Member 2		
Etc ... ¹³		

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	

¹¹ The duly filled in Tender Submission Form should serve as the **front page** of your set of administrative documents (envelope A).

¹² Country in which the legal entity is registered.

¹³ 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>)	☐
➤ The duly filled in, signed and dated Legal Entity Form (<i>using the standard template</i>) and the supporting documents requested therein	☐
➤ 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	☐
➤ The duly filled in, signed and dated Statement of Acceptance	☐
➤ Documents proving our economic and financial status (section 3.2.2 of the tender specifications) <u>including</u> a duly filled in, signed and dated Statement of Business Liability	☐
➤ Our consortium agreement (<i>in case of consortia</i>)	☐
➤ The duly filled in, signed and dated Declaration of Intent	☐
➤ The duly filled in, signed and dated Statement of authorised signatory	☐
ENVELOPE B – TECHNICAL PROPOSAL (submitted in a separate sealed envelope)	☐
➤ Documents proving our technical and professional capacity (section 3.2.3 of the tender specifications) <u>including</u> a duly filled in List of contracts/references and a duly filled in, signed and dated : - Statement of remuneration of staff - Statement of Absence of Conflict of Interest	☐
ENVELOPE C - FINANCIAL PROPOSAL (submitted in a separate, sealed envelope)	☐

[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.07 –Security and reception services (both incl. related services) at the European Aviation Safety Agency in Cologne**", 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 ¹⁴

<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.07 – Security and reception services (both incl. related services) at the European Aviation Safety Agency in Cologne*;

[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.07 – Security and reception services (both incl. related services) at the European Aviation Safety Agency in Cologne ***;

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

¹⁴ 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.

- 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

ANNEX X – MALUS SCHEME

R ef .	Performance indicator	Expectations met	Below expectations -> written reminder	Below expectations - > written complaint	Malus
1	Planning				
	Submission for approval of the monthly shift plan for security & reception service employees and submission of application documents of new employees	4 weeks in advance	Less than 4 weeks in advance	Less than 4 weeks in advance	-2,0%
2	Services performed/provided				
	Report on daily activities	100% of all reports are submitted after the night shift and before 09:00	Reports are submitted after the night shift and after 09:00	Reports are submitted after the night shift and after 09:00	-2,0%
	Employee turnover rate (first 3 months)			> 3 employees	-2,0%
	Employee turnover rate (after 3 months)			> 2 employees	-2,0%
3	EASA Staff complaints management				
	First response to EASA staff written complaints	48 hours	> 48 hours	> 48 hours	-2,0%
4	Compliance with stipulated team leader tasks				
	Programming of the transponder system to ensure required access to door locks and elevators	Response < 6 hours	Response > 6 hours	Response > 6 hours	-2,0%
	Immediately informing the Agency's representative(s) of any incidents or abnormalities that might have a negative effect on the Agency's facilities or operations	30 minutes	> 30 minutes	> 30 minutes	-2,0%
	Ensuring that operational procedures are being reviewed and amended as required and any change will be implemented and signed/documentated by the security guards and reception staff accordingly	Within 3 days	> 3 days	> 3 days	-2,0%

Nota bene: Please note that the above table is not exhaustive. All other contractual tasks as stipulated herein (tender specifications) shall also be subject to the malus scheme.

ANNEX XI – EASA HOLIDAYS

EASA holiday planning 2012

Date	No. of days	Day	German	French	English
02.01.2012	1	Monday	Brückentag	Pont	Bridging Day
20.02.2012	1	Monday	Karneval	Caraval	Carnival
05.04.-09.04.2012	3	Thursday - Monday	Ostern	Pâques	Easter
01.05.2012	1	Tuesday	Tag der Arbeit	Fête du travail	Labour Day
09.05.2012	1	Wednesday	Robert Schuman	Robert Schuman	Robert Schuman
17.05.2012	1	Thursday	Christi Himmelfahrt	Ascension	Ascension Day
28.05.2012	1	Monday	Pfingstmontag	Lundi de Pentecôte	Whit Monday
07.06.2012	1	Thursday	Fronleichnam	Fête-Dieu	Corpus-Christi
03.10.2012	1	Wednesday	Tag der Deutschen Einheit	Fête Unite Allemande	German National Holiday
01.11.2012	1	Thursday	Allerheiligen	Toussaint	All Saints' Day
24.-31.12.2012	6	Monday-Monday	Weihnachten und Silvester	Noël et fin d'année	Christmas and end of year

Total: 18 days

Without prejudice to the schedule of public holidays for 2013, Wednesday 2nd January 2013 will be a holiday.
Work will resume as normal on Thursday 3 January 2013.

C:\Documents and Settings\taakeso\Local Settings\Temporary Internet Files\Content.Outlook\HEC6WR21\EASA Holidays 2012 final proposal

ANNEX XII – EXPERIENCE

List of contracts/references

Please complete the below table in order to demonstrate the tenderer's technical and professional capacity to perform the Contract.

Please note: In the past 5 years, the tenderer must have successfully managed (for at least 2 completed years each) at least 3 contracts similar in subject and size to the services to be performed under the framework contract that may result from this procurement procedure.

	Project name and client/contract or¹⁵	Detailed description of service provided¹⁶	Project start date	Project end date/estimated end date	Place of execution	Project in international working environment (yes/no)	Volume of the services performed (number of staff assigned to the contract)	Financial volume of performed services in € (contract value)	% of services sub-contracted + name of subcontractor(s)	Reference letter from the client/contractor if available¹⁷
1.										
2										
3.										
4.										
5.										

More rows can be added by the tenderer where necessary

¹⁵ In case the name of the client cannot be disclosed, please specify the type of organisation or company

¹⁶ Please add additional sheets if necessary

¹⁷ Please add additional sheets if necessary

ANNEX XIII – STATEMENT OF BUSINESS LIABILITY INSURANCE

➤ <Letterhead of the Tenderer>

I, the undersigned, **being the authorised signatory** for the above-mentioned company/consortium for the tender **EASA.2012.OP.07 – Security and reception services (both incl. related services) at the European Aviation Safety Agency in Cologne**, hereby solemnly declare that our company/consortium has a **business liability insurance with a statutory minimum cover as follows** (the insurance policy for which shall be made available to EASA immediately upon request):

Personal injuries: € 5.000.000,00

Property damages: € 2.500.000,00

Loss of guarded objects: € 250.000,00

Loss of Agency keys/ code cards: € 250.000,00

Financial damages: € 250.000,00

Date and signature

ANNEX XIV – STATEMENT OF REMUNERATION OF STAFF

<Letterhead of the Tenderer>

I, the undersigned, **being the authorised signatory** for the above-mentioned company/consortium for the tender **EASA.2012.OP.07 – Security and reception services (both incl. related services) at the European Aviation Safety Agency in Cologne**, hereby solemnly declare that **the remuneration of our staff is in line with the relevant applicable national legislation (e.g. official German *Werkschutz Fachkraft* wage scale)**.

Date and signature

ANNEX XV – DECLARATION OF INTENT

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

I, the undersigned, being the **authorised signatory** for the above-mentioned entity for the procedure **EASA.2012.OP.07 – "Security and reception services (both incl. related services) at the European Aviation Safety Agency in Cologne"**, hereby solemnly declare and confirm our irrevocable undertaking to collaborate with the candidate [*insert full legal name of candidate*] should they win the contract and that all appropriate and necessary resources from our part shall be put at the candidate's disposal for the performance of the contract.

Date and signature

ANNEX XVI –REQUEST FOR EASA PREMISES FLOOR PLANS

I, the undersigned, being the authorised signatory for the above-mentioned company/consortium for the tender EASA.2012.OP.07 – Security and reception services (both incl. related services) at the European Aviation Safety Agency in Cologne, hereby request to obtain the EASA premises floor plans, which I undertake under our full responsibility (i) to treat at all times as strictly confidential information, (ii) to keep in safe custody at all times and (iii) not to disclose to any person (except our employees/advisers/partners on a strict need-to-know basis for the purpose of the above tender and on their respective written undertaking to comply with this confidentiality obligation); I further undertake to keep strict control over any possible copies of such plans and to immediately return them all (including the version received) to the Agency upon request.

Signed for and on behalf of:

[]

Signature:

Name/Title:

Date:

ANNEX XVII - STATEMENT OF AUTHORISED SIGNATORY

I, the undersigned [name],[title], being duly empowered to act as representative of [company's full legal name] (as evidenced in [trade register/articles of association/by-laws, or equivalent]*, enclosed), hereby confirm that

- [name],[title], is/are the authorised signatory/ies for [company's full legal name]; and
- [company's full legal name], is the authorised signatory for the Consortium comprising [leader's name] and [company's full legal name] (as evidenced by the enclosed delegations/powers of attorney signed by all consortium members)

for the purpose of signing, authorising and submitting any documents related to this tender referenced – **EASA.2012.OP.07 – Security and reception services (both incl. related services) at the European Aviation Safety Agency in Cologne** - and any contract as may result from this procedure.

Date and signature

Enclosures: - trade register/ articles of association / by-laws, or equivalent*
 - delegations / powers of attorney signed by all consortium members*

*(delete/fill in as appropriate)