



Copenhagen,
EEA/ADM

Dear Sir/Madam,

CALL FOR TENDER: EEA/ADM/02/003

Thank you for requesting specifications for the above call for tender to award a service contract for the “European Environment Agency EMAS Registration Project”.

We hereby invite you to submit an offer for the tasks in accordance with the procedure for submission outlined in Annex I attached, by **06/01/03 16.00** to:

European Environment Agency
Att.: Gerda Rainer
Kongens Nytorv 6
DK-1050 Copenhagen
Denmark

In case you have any questions, please contact me by e-mail at Gerda.rainer@eea.eu.int.

Yours faithfully,

Gerda RAINER
Finance officer

Enclosures: Annex I: Procedure for submitting a Call for Tender
 Annex II: Technical specifications
 Annex III: Identification sheet
 Annex IV: Draft service contract
 Annex V: General terms and conditions applicable to
 contracts

(N.B. Further information on the EEA and its products can be found on the EEA website: <http://www.eea.eu.int>)

Kongens Nytorv 6
DK-1050 Copenhagen K
Denmark

Tel: +45 33 36 71 00
Fax: +45 33 36 71 99

E-mail: eea@eea.eu.int
Homepage: www.eea.eu.int

Procedure for submitting an offer for Tender EEA/ADM/02/003
Annex I

1. Tenders are to be submitted by 06/01/03
 - either by registered mail, posted not later than 06/01/03 (postmark);
 - or by delivery (in person or by an authorised representative or private courier service) to Gerda Rainer, The European Environment Agency, Kongens Nytorv 6, DK-1050 Copenhagen K **not later than 16.00 on 06/01/03**, in which case a receipt must be obtained as proof of submission, signed and dated by an EEA official.
2. Tenders must be submitted in **three copies** and placed inside **two** sealed envelopes. The inner envelope, addressed to the person indicated above, should be marked: **“Reply to call to tender No. EEA/ADM/02/003. Not to be opened by the internal mail department”**. If self-adhesive envelopes are used, they must be sealed with tape and the sender must sign across the tape.
3. Submission of a tender implies acceptance of the terms specified in our “General terms and conditions applicable to contracts” in all matters not governed by this invitation to tender and waiver your companies own terms of business.
4. Period of validity of the tender: six months from the closing date (06/01/03) of this call for tender
5. You will be informed whether or not your tender has been successful.
6. Your attention is drawn to the following points regarding the tender price:
 - tenders should be expressed in accordance with the technical specifications in Annex II to this invitation
 - prices must be a fixed rate, including all costs
 - prices should be quoted free of VAT, as the EEA is exempt from such charges under Articles 3 and 4 of the Protocol on the privileges and immunities of the European Communities;
 - prices **must be quoted in EUR.**
 - prices must be firm and not subject to revision for the first year of performance on the contract; as from the second year, prices could be revised on the basis of the consumer price index in the Member State of origin of the services offered.
7. **Selection criteria:**

Legal status:

- completed identification sheet (Annex III)
- copy of trade register
- copy of VAT registration

Financial status:

- evidence of financial standing by furnishing extracts from financial statements of the last three years.
- **Exclusion cases:** Companies being bankrupt or wound up, have ceased or suspended business activities, have suspended payments, have entered into an agreement with creditors or undertaken similar measures, or be subject to any procedure of this kind.

Technical capabilities:

- Relevant knowledge: Enclose CVs of key personnel including a reference list of relevant previous projects
- Experience: The key personnel shall have demonstrable experience in the areas that are part of this call for tender. In particular, the tenderer shall also demonstrate that the personnel is technically capable of carrying out the tasks as described in the tender documents. In this respect, the tenderer shall attach to its offer a list of previous contracts showing that his staff has previously carried out projects relating to EMAS and ISO 14001; has implemented EMAS within public authorities and has relevant experience in both training and environmental auditing.

8. Further information can be obtained from the address indicated in paragraph 1 above.

9. **Criteria for the award** of the contract: The contract will be awarded to the most economically advantageous tender considering:

- Understanding (35 points)
- Methodology (35 points)
- Project Management (25 points)
- Availability (25 points)

Price: The bid offering the best value for money will be considered, proving that at least the minimum number of points is achieved (100 points – min. 25 points for criteria 1 and 2, 20 points for criteria 3 and 4). This is calculated by dividing the price by the number of points awarded.

10. Languages in which the Tender must be drawn up: 1 of 11 official languages of the European Union

11. The premises of the Agency can be visited on 17/12/02 at 14.00 – please notify Ms. Gerda Rainer by fax (0045 33 36 92 94) or e-mail (Gerda.rainer@eea.eu.int).

**TECHNICAL SPECIFICATIONS FOR CALL FOR TENDER EEA/ADM/02/003****Service contract for the development and carrying out of the
"European Environment Agency EMAS registration project"****Background**

On 19 March 2001, the European Parliament and the Council adopted the Regulation (EC) N°761/2001¹, referred hereinafter as 'the EMAS Regulation', which revised and replaced the 1993 Eco-Management and Audit Scheme Regulation².

The objective of EMAS remains largely unchanged in this new Regulation. That is, EMAS is a voluntary instrument designed to generate a continuous improvement of the environmental performance within organisations. However, one of the main changes introduced with regard to the 1993 Regulation is to open EMAS to all activities, including those of public authorities.

Indeed, Recital number 21 of the EMAS Regulation states that "*The European institutions should endeavour to adopt the principles laid down in this Regulation*". This extension of scope has presented an opportunity for the European Environment Agency to undertake EMAS and the Agency has now decided to engage in a process of applying the EMAS Regulation in its activities.

Accordingly, a project entitled "European Environment Agency EMAS registration project" (hereinafter "the project") has been set up with the aim of obtaining EMAS registration for the Agency. The project concerns only the Agency's premises in Copenhagen and does not include its network and topic centres.

This call for tender is launched to obtain the appropriate technical guidance in order to enable the EEA to achieve EMAS registration.

¹ Council Regulation (EC) N°761/2001 allowing voluntary participation by organisations in a Community eco-management and audit scheme. OJ L 114 of 24.04.2001

² Council Regulation (EEC) N° 1836/93 of 26 June 1993 allowing voluntary participation by companies in the industrial sector in a Community eco-management and audit scheme

Service Attributes

Objective

The objective of the service required is to support the European Environment Agency actively in the development and execution of the project. It is relevant to note that approximately 125 persons work at the EEA premises, which cover a total area of almost 7,000 m² spread over five storeys.

Tasks

The contractor will **design an overall structure** for the project which will ensure its proper functioning and be result-oriented. The realisation of the project requires fulfilment of all requirements of the EMAS Regulation and the integration of the environmental management system into the existing structures and “modus operandi” of the Agency.

In particular, the contractor will:

- Contribute to developing and putting into operation an **internal communication strategy** that fully involves the Agency’s employees as well as management. This strategy shall aim at raising awareness about the project and its components, in particular the relevance of continuously improving environmental performance, the environmental objectives and targets and related achievements.
- In accordance with the requirements of the EMAS Regulation, undertake the **initial environmental review**, based on information made available by the Agency.
- Design the **Environmental Management System (EMS)** in accordance with the requirements of ISO 14001, as described in Annex I of the EMAS Regulation and additionally, contribute to its implementation. The contractor shall ensure that the EMS is integrated within the Agency’s existing management structure and working procedures.
- Set up and put into action a methodology with a timetable to train the identified key personnel within the EMS.
- Establish **an environmental audit programme** and guarantee its implementation and follow-up. This audit verifies the implementation of the EMS and its capacity to achieve the set of environmental objectives and targets. The internal environmental audit shall be in accordance with the requirements laid down in Annex II of the EMAS Regulation.
- Based on the environmental data obtained through the implementation of the above EMS, assist the EEA in producing an **Environmental**

Statement. This Statement will be in accordance with the requirements laid down in Annex III of the EMAS Regulation.

- Guide the Agency in finding a suitable accredited **verifier** for the environmental review, environmental management system, audit procedure and validation of the environmental statement. Moreover, the contractor will assist the Agency in finding ways to communicate the environmental statement to the public and other interested parties.

The contractor will ensure that all data and components relating to the implementation of the project are complete and presented in an appropriate format in order to allow direct use by the European Environment Agency (MS Office documents).

The contractor will draw lessons and conclusions from the project and present them to the Agency in a final report.

Language

The contractor should be able to deliver drafts and communicate with Agency staff in English.

Quality Assurance Procedures

The contractor shall put in place procedures to ensure accuracy and relevance of data and information used in the project.

duration of the contract

The duration of the contract is 18 months following its signature.

organisation, reports and deliverables - timetable

- The contractor shall put into place procedures to ensure that each step in the project is conducted in close co-operation with the relevant persons of the European Environment Agency. In particular, each step shall be developed with a view to ensuring that both employees and management levels feel fully involved in the project from its outset.
- Each step of the project shall be in compliance with the requirements of the EMAS Regulation.
- The contractor shall keep a full record of all activities carried out under this contract. This shall include in particular:
 - the nature of each step to be put in place and the methodology necessary to ensure it is carried out;
 - the time and resources necessary to put into practice the different steps of the project;
 - the rationale behind proposals and decisions made in the context of implementing the project.

- The contractor will develop and apply appropriate tools and procedures to ensure permanent access by the European Environment Agency to the current status of the project. In addition, the contractor shall report on any item regarding the carrying out of the project if requested to do so by the Agency at any time during the course of the project.
- The contractor shall prepare reports regarding the progress and results of the work, as follows:
 - an interim report nine months after the signature of the contract,
 - a final report at the end of the contract.
- All reports and deliverables shall be sent to the European Environment Agency in one paper copy and one electronic format (MS Office documents, HTML code ready to publish on the Agency's internet site must be provided when requested by the Agency).
- The contractor and the Agency shall hold meetings in Copenhagen to review the operation of the project as deemed necessary.

Qualifications, Experience and infrastructure required by the contractor

The work to be undertaken by the contractor would require the following specific qualifications, expertise, infrastructure and skills, proof of which should be included in his offer:

- to be able to work in English;
- have a thorough knowledge of environmental management systems such as **EMAS and ISO 14001**;
- have expertise in implementing **EMAS within public authorities** (government agencies or local authorities), including designing environmental management systems for such organisations;
- have expertise in preparing and providing appropriate **training** in fields necessary for the successful implementation of environmental management systems;
- have expertise in planning and conducting **environmental auditing** as well as providing **training** on environmental auditing;
- have the necessary **technical infrastructure** and skills for communicating with the European Environment Agency by electronic mail (software, computers, etc.).

**Call for tender EEA/ADM/02/003
ANNEX III**

IDENTIFICATION SHEET

Company name:

Address:

Director:

Consultant(s):

VAT No:

E-mail:

Bank details:

Bank:

Address:

Account No:

BIC code:

SWIFT code:

Signed by:

Company stamp:
(must be added)

DRAFT

SERVICE CONTRACT

CONTRACT No. XXXX/BXXXX.EEA.XXXXX

The European Environment Agency, hereinafter called “the Agency”,
Whose official address and contact person are:

- Kongens Nytorv 6 ,DK-1050 Copenhagen K, Denmark,
- Tony CARRITT

Which, for the purpose of the signature of this contract, is represented by Mr
Jef Maes, Head of Administration, acting pursuant to a delegation of the
Interim Executive Director of the Agency,

Of the one part,

And [Name of the contractor]

Hereinafter referred to as “the contractor”

Whose official address is:

Whose bank account no is:

With [Name of establishment, city, bank identification code]

VAT registration number:.....

Represented by: [Name of the signatory] ,
.....[Position of the signatory],

Of the other part,

Have agreed as follows:

Article 1 – Subject

In the framework of this contract, the contractor hereby undertakes, subject to
the conditions laid down in this contract and the annexes thereto, which form
an integral part thereof, to perform the following tasks:

1. Preparation for EMAS certification of EEA

The description of work is set out in Annex I.

Article 2 – Duration

1. This contract shall enter into force from the date on which it has been signed by the contracting parties and shall start to be carried out the day after its date of signature.
2. This contract is awarded for a period of 18 months.

Article 3 - Financial provisions

1. [Select the appropriate option]

[Option 1]

In consideration of the services performed under this contract, the Agency shall pay to the contractor a sum of up to a maximum of EURO[Amount in figures] ([Amount in words])
VAT excluded covering all expenses incurred in the course of execution of this contract, including all travel expenses.

2. Payments shall be made as follows:

- a) Concerning the sums agreed in paragraph 1;

[Select the appropriate option]

[Option 1]

EURO[Amount in figures], payable within 60 days upon receipt by the Agency of an invoice, following the signature of the contract (... % [to be completed]) [Up to a maximum of 40 % of the total amount of the contract],

EURO[Amount in figures], payable within 60 days upon receipt by the Agency of an invoice following approval of [the interim report] [or] [final report] [Select the appropriate option] (... % [to be completed]),

[Optional] [And EURO[Amount in figures] payable within 60 days upon receipt by the Agency of an invoice following approval of the final report (... % [to be completed])]

3. Payments shall be made to the contractor into the bank account mentioned above.

Article 4 – General conditions

This contract shall be governed by the General terms and conditions applicable to contracts awarded by the European Environment Agency as laid down in Annex II to this contract.

Article 5 – Administrative provisions

All communications, reports, and complaints concerning the performance of this contract shall be in written form and indicate its number as well as its subject, and shall be sent to the address of the interested contracting party and, where appropriate, to the contact person as mentioned above.

Article 6 – Taxation

1. The contractor shall have sole responsibility for compliance with the tax laws which apply to him.
2. The Agency is exempt from duties, levies and taxes, including value added tax, pursuant to Article 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities and the Headquarters Agreement between the Agency and the Government of Denmark of 17 August 1995. The contractor shall accordingly complete the necessary formalities with the relevant authorities to ensure that the goods and services required for the performance of the contract are exempt from tax and customs charges, including VAT.
3. The VAT number of the Agency is: DK 18 13 98 39.

Article 7 – Annexes

1. The following are annexes to this contract:

- Annex I	Description of work
- Annex II	General terms and conditions applicable to contracts awarded by the Agency
- Annex III	VAT exemption form

2. In case of conflict between provisions of the contract and those of the annexes, the provisions of the contract shall take precedence. In case of conflict between provisions of Annex II and the provisions of other annexes, those of Annex II shall take precedence.

For the contractor:
Agency:

For the

[.....]

Jef Maes
Head of

Administration

Signed in duplicate in English
duplicate in English
in on[Date]
.....[Date]

Signed in
in Copenhagen on

**GENERAL TERMS & CONDITIONS APPLICABLE TO CONTRACTS
AWARDED
BY THE EUROPEAN ENVIRONMENT AGENCY (Hereinafter “the
Agency”)**

Article 1 - Performance of the contract

- (1) The contract shall be performed in such a way as to exclude the possibility of the Contractor or his staff undertaking tasks under conditions identical to those governing the tasks entrusted to a member of the Agency’s staff. The Contractor and his staff may not be members of the Agency’s administrative structure.
- (2) If the Contractor is a natural person, he shall be required to provide proof of his status either as a self-employed person or an employee for the duration of the contract. To this end, he shall provide the Agency with information about his occupation, in particular with regard to social security and VAT.

Article 2 - Secondary obligations of the Contractors

- (1) The contractor shall perform the contract according to the highest professional standards and in accordance with the principles of sound financial management. In performance of the contract, the Contractor is required, depending on the circumstances, to use only his own highly qualified, professional staff.
- (2) The Contractor undertakes to provide the Agency with any information it may request for the management of the contract.
- (3) In the event of termination of the contract for one of the reasons referred to in Article 7 of these terms and conditions, the Contractor shall undertake to send the Agency all information and documents in his possession concerning the tasks assigned to him.

Article 3 - Confidentiality

- (1) The Contractor undertakes not to make use of and not to divulge to third parties any facts, information, knowledge, documents or other matters communicated to him or brought to his attention during the performance of

the contract or any matter arising therefrom. He shall continue to be bound by this undertaking after the expiry of the contract.

(2) If the Contractor uses his own staff in the performance of the contract, he shall obtain from each staff member a written undertaking that they will respect the confidentiality of any information brought to their attention during the performance of the work 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 their assignment. A copy of the undertaking shall be sent to the Agency.

(3) If the Contractor's staff are working at Agency premises, the contractor shall replace, immediately, at the Agency's request and without compensation any person considered undesirable by the latter.

Article 4 - Permits and licences

The Contractor shall be solely responsible for taking the necessary steps to obtain any permit or licence required for the performance of the contract under the laws and regulations in force at the place where the tasks assigned to the Contractor are to be performed.

Article 5 - Spread of risk

The Contractor shall not be entitled to payment if he is prevented by force majeure from performing the tasks assigned to him. Part performance only of any such task shall result in part payment. Provided it is specified in the contract, the above provisions shall not affect the Contractor's entitlement to reimbursement of travel and subsistence expenses and of costs for the shipment of equipment incurred in the performance of the contract.

Article 6 - Liability of the contracting parties

(1) The Agency may not under any circumstances or for any reason whatsoever be held liable for damage sustained by the Contractor himself or by his staff during the performance of the contract. The Agency shall not accept any claim for compensation or repairs in respect of such damage.

(2) Except in case of force majeure, the Contractor shall be required to indemnify the Agency for any damage it may sustain during the performance, poor or otherwise, of the contract.

Article 7 - Termination of contract

- (1) Each contracting party may, of his own volition and without being required to pay compensation, terminate the contract by serving formal notice two months in advance. If the contract is terminated by the Agency, the Contractor shall be entitled to payment for the part performance of the contract only.
- (2) In the event of a serious failure by the Contractor to the Agency, duly noted by the Agency, to fulfil his obligations under the contract, the contract may be terminated at any time by registered letter without formal notice or payment of any compensation whatsoever by the Agency. This provision shall not affect the application of Article 6(2) of these General Terms & Conditions.
- (3) In the event of non performance of the contract by the contractor, except for reasonable and justifiable technical or economic reasons, of any of his obligations, and after having given notice by registered mail requiring performance of the obligations concerned, the Agency may terminate the contract if the contractor is still in breach of his obligations one month after receiving formal notice.
- (4) In the event of circumstances which are liable to prejudice or delay the performance of the contract, the contractor shall forthwith inform the Agency, with the relevant details. The parties shall agree together on the measures to be taken. If no agreement can be reached, the Agency may terminate the contract without recourse to any legal proceedings, where no action is taken by the contractor within one month of receiving formal notice by registered mail.
- (5) The Agency may terminate the contract without notice if the Contractor is unable, through his own fault, to obtain any permit or licence required for the performance of the contract as referred to in article 4 above.
- (6) Without prejudice to the termination referred to in paragraphs 3 and 4 above, the Agency may require reimbursement of all or part of the amounts paid, having regard to the nature and the scale of the work carried out, before the date of termination of the contract.

Article 8 - Assignment and services to third parties

- (1) The Contractor shall not, without the prior and written approval of the Agency, assign the rights and obligations arising out of the contract in whole or in part or sub-contract any part of the contract to third parties.
- (2) Even where the Agency authorises the Contractor to sub-contract part or all of the work to third parties, he shall nonetheless remain bound by his obligations to the Agency under the contract.
- (3) Save where the Agency expressly authorises an exception, the Contractor shall be required to include in any sub-contracts for all or part of the work such provisions as enable the Agency to enjoy the same

rights and guarantees in relation to the sub-contractors as it enjoys in relation to the Contractor himself.

Article 9 - Ownership

- (1) Any result or patent obtained by the Contractor in the performance of the contract shall belong to the Agency which may use them as it sees fit.
- (2) Copyright and any other rights of ownership in respect of manuscripts or parts thereof shall belong exclusively to the Agency except where copyright or other property rights already exist.
- (3) On the date of acceptance of the manuscripts and subject solely to the exception referred to in paragraph (2) above, all rights in respect of manuscripts, including amongst others the right to use, print, publish and sell all or part thereof in any manner and in any language whatsoever, shall be acquired by the Agency which may transfer all or part of such rights to third parties on its own terms.
- (4) The Contractor shall specify any parts of manuscripts, including illustrations, maps and graphs, in which copyright or any other right of ownership already exists and hereby affirms that he has obtained permission to use such parts from the titular holder(s) of such rights or from his or their legal representatives. Any cost for which the Contractor may become liable for such permission shall be paid by him. Save as otherwise provided for in paragraph (2), the Contractor hereby affirms that he is entitled to transfer the copyright or other rights of ownership in respect of the subject matter of the manuscript.
- (5) The Agency shall not be required to publish manuscripts or documents supplied in the performance of the contract. If it is decided not to publish the manuscripts or documents supplied, the Contractor shall not have them published elsewhere without the written approval of the Agency.

Article 10 – Payments

- (1) Payments shall be made in euros (€).
- (2) At the request of the Contractor, the Agency may pay him an advance equal to 40% of the amount due on completion of the contract. Payment of the advance may be made conditional upon the furnishing by the Contractor of proof that he has lodged a deposit with his bank equal to

the amount of the advance. The advance shall be deducted from subsequent payments in such a manner that it is fully recovered on exhaustion of the funds provided for such payments.

(3) In the event of termination of the contract under Article 7 of these General Terms & Conditions, no payment shall be due except for services actually rendered up to the date of termination. In such an event, the amount due shall be calculated after deducting any payments already made. If the payments made prior to termination exceed the sum finally due, the additional amount shall be repaid by the Contractor to the Agency within 60 days of receipt of a request for repayment. If payment is not made within this period, the sum owed by the Contractor shall start to bear interest at the euro rate applied by the European Central Bank on the last day of the period allowed for repayment, as published in the C series of the Official Journal.

(4) Where appropriate, invoices shall be supported by original documents justifying the time spent by the contractor to perform the tasks under the contract.

- (5) Reimbursable travel and subsistence expenses shall be paid, where appropriate, on production of original supporting documents including receipts, used tickets and boarding pass.
- (6) Payments shall be made within 60 days of receipt of the invoice by the Agency and shall be deemed to have been made on the date on which the Agency's account is debited.
- (7) Upon expiry of the time limits set above, the contractor may, within two months of receiving the late payment, claim interest, applied by the European Central Bank to its operations in Euro, plus one and a half percentage points.
- (8) However, the Agency is not bound to comply with the 60 days payment period if the invoice has not been presented or sent to the correct address as required by the contract or if the contractor has not fulfilled his obligations so that the debt cannot be confirmed or quantified and is not due. The Agency shall inform without delay the contractor that he has failed to meet these requirements. A new 60 days payment period as stated above shall start to run again upon receipt by the Agency of a properly established payment request.

- (9) The Contractor, whose registered office or residence is situated within the territory of one of the Member States/countries of the Agency, shall indicate a banking institution on the territory of the country where his registered office or residence is situated for the payment of the sums due to him under the contract.

Article 11 – Audits and controls

The Agency and such persons who are authorised for this purpose by the Executive Director shall be entitled to carry out audits and controls, have access to all books, papers, records and files kept by the contractor relating to expenditure incurred in performing the contract during the contractual period and for a period of five years after such period.

Article 12 - Provisions relating to taxation

- (1) The amount of VAT shall not be included in the sums due to the contractor except when the tasks envisaged with the present contract are not directly exonerated from VAT under the terms of the tax laws applicable to the contractor.
- (2) The Contractor shall be responsible for complying with the national tax laws applicable to him in respect of revenue received under the contract with the Agency.
- (3) The contractor shall, at the request of the Agency, make available to the latter all vouchers which it might require in order, where necessary, to apply for reimbursement by the fiscal authorities of levies and taxes which have been paid in execution of this contract, pursuant to Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities.

Article 13 – Applicable Law and Jurisdiction

- (1) This contract shall be subject to Danish law.

- (2) Any dispute between the Agency and the contractor or any claim by one party against the other which cannot be settled amicably shall be brought before the Copenhagen courts exclusively, at the initiative of either party.

Article 14 – Amendments

Any amendment to this contract shall be the subject of an additional written agreement. Oral agreements shall not be binding on the contracting parties.
