

### EEA/ADM/03/005

### Call for tender EEA/ADM/03/005 Cleaning of the premises of the European Environment Agency Technical Specifications

### **General specifications**

The European Environment Agency (EEA) pays attention to environmentally-friendly cleaning and the use of environmentally-friendly cleaning products.

The EEA also pays major attention to results-oriented, quality cleaning which allows for varying needs for cleaning of, for example, meeting rooms, the visitors' cafeteria, office areas, etc., which are heavily used at times, to ensure that they are always clean.

Cleaning is to be based on the enclosed programme codes and associated cleaning instructions. Drawings are handed out at the inspection visit on 22 October 2003.

### Working hours

The cleaning is to be performed Monday to Friday between 6.30 p.m. and 7.00 a.m.

#### **Pricing**

Prices must be given for both inside and outside tasks in accordance with the technical specifications as evident from the attached appendix.

Prices must be given in Euro and must be inclusive of all expenses associated with the work, such as wages, holiday and sick pay, insurance, tools, equipment, materials, inspection and administrative costs.

To convert from your currency to Euro please use the official monthly exchange rate published at <a href="http://europa.eu.int/comm/budget/inforeuro/index.cfm">http://europa.eu.int/comm/budget/inforeuro/index.cfm</a>

The EEA pays attention to the fact that the fixed prices are based on flexible working that do <u>not</u> mean additional costs if, for example, additional cleaning is required on account of more intense use or due to seasonal dirt.

Paper bags for recycling/cardboard and sanitary bags must be included in the price.

Supply of toilet paper, hand-towel rolls, hand soap, tea towels, etc. must be charged against consumption. Products to be selected following agreement with EEA. Specification and prices of proposed products are to be attached with the quotation.

### **Payment**

Payment terms are 30 days from receipt of invoice at the Agency.

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### **Tender lists**

All prices must be given in Euro, excluding VAT. No delivery charges, etc., may be added.

FIXED CONTRACTS			
Delivery		Price indicated per	Price EUR
Daily cleaning and window appendix (excl. Conference	cleaning in accordance with attached e section)	Month*	
Conference section		Hour	
ESTIMATED USE OF T	IME		
Delivery		Hours indicated per	Hours
Use of time daily cleaning	excluding cleaning of windows	Month	
Use of time fixed supervision	on	Month	
Use of time supervision on call		Month	
OPTIONS			
Delivery		Price indicated per	Price EUR
Main cleaning in accordance	ee with attached appendix	Hour	
Toilet paper (recycled)	Type:	Roll	
Kitchen roll (recycled)	Type:	Roll	
Hand towel rolls (recycled paper)	Type:	Roll	
Hand soap, 250 ml. pumpaction bottle	Type:	Bottle	
Non-woven dishcloth		Item	
Tea towels (washing / hire), approx. 50 x 100 cm.		Item	
Logo mats (washing), approx. 90 x 150 cm., estimated 4.		Item	

<sup>\*)</sup> given as 1/12 of the total price for the year.

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### Cleaning of inside areas

### General cleaning of furniture and fittings

The following tasks come under general furniture and fittings cleaning:

- Emptying and cleaning of ash trays
- Emptying and cleaning as required of waste containers and waste-paper baskets, and replacement of plastic bags
- Wiping of desk tops and other accessible desks and table-tops
- Wiping of and around door handles to remove stains, etc.
- Removal of stains on internal glazing in doors and walls, including entrance areas, inside and out
- Removal of cobwebs (regularly)
- Cleaning of hand basins and related fittings, mirrors, shelves, tiles, etc.
- Cleaning of other sanitary ware, including toilet cubicles and urinals
- Filling / replenishment of hand-towel container, toilet paper, toilet-seat paper and soap

### Thorough cleaning of furniture and fixtures

The following tasks come under thorough furniture and fittings cleaning:

- Dusting / wiping of window frames and low-hanging lamps
- Dusting / wiping of edges of pictures and notice boards
- Dusting / wiping of clear shelving, bookcases, cupboards and fire-extinguishing equipment
- Dusting / wiping of banister railings
- Dusting top of computer screens
- Dusting / wiping of skirting boards
- Dusting / wiping of chairs, including underframe and all other parts
- Vacuum-cleaning of upholstered furniture
- Wiping / washing of door surfaces
- Dusting of other moveable and fixed furniture and fittings

### **Periodic cleaning**

The following tasks come under periodic cleaning

#### 1X MONTHLY

- Wiping of tops of radiators
- Descaling of sanitary areas (bathroom) using foam cleaning wherever there is a possibility to connect foam cleaning equipment
- Dusting / wiping of high lamps, fittings and ventilation grilles (180 300 cm.)

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### **General floor cleaning**

### The following tasks come under general floor cleaning

- Hard floors: vacuum cleaning/ dry mopping and removal of stains (visible dirt to be removed)
- Carpeted floors: vacuum cleaning in walkways and visible areas
- Wooden floors: vacuum-cleaning/ dry mopping and removal of stains (visible dirt to be removed)
- Mats at entrances: to be cleaned

### **Thorough floor cleaning**

### The following tasks come under thorough floor cleaning

 Hard flooring: vacuum-cleaning / dry mopping and thorough floor washing, including soaking and treating

#### DESCRIPTION OF METHOD

- 1. Vacuum-clean or dry-mop the entire floor to remove loose dirt
- Dip the flat mop into the cleaning water (clean water with appropriate detergent) and distribute
  across the entire floor/ alternatively distribute clean cleaning water over floor surface using
  measuring cups
- 3. Treat the entire floor surface as required to remove surface dirt and skid marks, etc.
- 4. Use a flat mop to wipe up the cleaning water, now dirty, from the entire floor surface

There are thus four different cleaning procedures associated with thorough floor washing.

- Carpeted flooring: wall-to-wall vacuum cleaning
- Wooden flooring: as stated under "hard flooring", but with minimum amount of water on the surface of the floor
- Entrance mats: to be cleaned

### Appendix - inside tasks

### The following tasks are to be carried out in accordance with the following intervals:

- Replacement of paper bags on green sack trucks for recycled paper/ cardboard as required
- Emptying of recycled paper /card board into separate containers in the yard daily
- Clearance of crockery used from meeting rooms (to be placed on trolley) as required
- Manual washing up (including plates, cutlery, glassware, coffee cups, etc.) for approx. 150 staff, plus guests, per day, distributed among 13 kitchenettes daily
- De-scaling 13 coffee machines 1 x monthly
- Descaling of 13 kettles 1 x monthly
- Removal of stains from carpeted areas as required
- Treatment of stains on linoleum flooring, so that the floors always have a silk-matt finish regularly
- Emptying and cleaning of fridges, discarding of out-of-date food– 1 x month
- Washing of vertical surfaces in kitchenettes (cupboard doors, etc.) to remove coffee spillages, etc. as required

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• Washing of inside of waste bins in kitchenettes – as required

### **Comments**

• Internal stairways to be cleaned at different times of the year as follows:

Summer (1 April – 30 September)

- o Basement to floor 1 (programme 522)
- o Floor 1 to floor 4 (programme 511)

Winter (1 October – 31 March )

- o Basement to floor 1 (programme 552)
- o Floor 1 to floor 4 (programme 522)

The lift is to be cleaned according to programme code 555 at all times.

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Annex I

### Window cleaning

### Frequency of window cleaning

Notification of window cleaning must be given at least 8 days beforehand.

Glazing bars in window frames, etc., must be wiped as required when window cleaning.

In addition, it must be expected that minor fixtures and fittings may have to be removed from window frames and put back correctly once the cleaning is done.

Window-cleaning work	Frequency
4 <sup>th</sup> floor– facade cleaning, outside	4 x annually
3 <sup>rd</sup> floor – facade cleaning, outside	4 x annually
2 <sup>nd</sup> floor – facade cleaning, outside	6 x annually
1 <sup>st</sup> floor – facade cleaning, outside	6 x annually
Ground floor – facade cleaning, outside	12 x annually
Basement – facade cleaning, outside	4 x annually
4 <sup>th</sup> floor – facade cleaning, inside	4 x annually
3 <sup>rd</sup> floor – facade cleaning, inside	4 x annually
2 <sup>nd</sup> floor – facade cleaning, inside	4 x annually
1 <sup>st</sup> floor – facade cleaning, inside	4 x annually
Ground floor – facade cleaning, inside	4 x annually
Basement – facade cleaning, inside	4 x annually

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### Cleaning of outside areas

### Daily cleaning

- Steps to be inspected and swept as required (there must be no litter, cigarette ends, etc., left lying around)
- Steps up to B and C and outside paths at basement level to be inspected and swept as required (there must be no litter, cigarette ends, etc., left lying around)

### Monthly cleaning

- Washing of wrought-iron gate
- Washing of glass sections
- Washing of sections at vehicle entrance
- All card readers to be wiped

No snow clearance is to be carried out.

### **Main cleaning instructions**

Floors: Carpeted floors to be vacuum cleaned thoroughly wall-to-wall.

Stains to be removed from carpeted floors.

Hard floors to be washed thoroughly wall-to-wall.

Oiling of wooden floors.

**Panels:** Thorough washing.

Window frames: Thorough washing.

Walls: Spots and marks to be removed (water-soluble).

**Ceilings:** Sweeping. Cobwebs to be removed.

**Doors and frames:** Thorough washing.

Radiators/pipes

(free-standing): Thorough washing.

Light fittings/lamps: Outer surfaces to be dusted/cleaned

Furniture and Desks and other tables to be cleaned thoroughly

**fittings:** Bookcases and shelves to be cleaned thoroughly when cleared.

Chairs and other upholstered furniture to be vacuum cleaned/cleaned.

**Toilers and** All sanitary installations to be descaled/cleaned thoroughly.

**Bathrooms:** Toilets to be disinfected. Mirrors to be polished.

Walls to be descaled/washed down thoroughly.

Floors to be washed thoroughly.

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**Kitchenettes:** Kitchen tables and sinks to be cleaned thoroughly.

Free shelves and surfaces to be cleaned.

Insides of refrigerators to be cleaned if emptied (to be agreed).

Cupboards to be emptied and the insides cleaned and contents replaced correctly.

Venetian blinds: Dusted thoroughly.

Computer equipment Cleaning of computer equipment/telephones - about 150 sets, including screens,

/telephones: keyboards and cabinets.

Ventilation: Caps in the ceiling

### Code key

The programme code can be broken down as follows:

1st figure - Indicates the number of times a week that the room is to be cleaned.

2nd figure - Indicates the number of times a week that the floor area in the room is to be cleaned thoroughly. The difference between the first and second figure thus represents the number of times a week that general cleaning of the floor area is to be carried out.

3rd figure - Indicates the number of times a week that the furniture and fittings in the room are to be cleaned thoroughly.

The difference between the first and third figure thus represents the number of times a week that general cleaning of the furniture and fittings is to be carried out.

For example, a programme code with the designation **521** should be interpreted as follows:

The room is to be cleaned 5 days a week.

Thorough floor cleaning must be carried out 2 days a week and general floor cleaning 3 days a week.

Thorough cleaning of furniture and fittings must be carried out 1 day a week and general cleaning of furniture and fittings 4 days a week.

Programme code 111 indicates that the room is to be cleaned once a week and that both flooring and furniture and fittings are to be cleaned thoroughly on that occasion.

### **Inspection visit (no reimbursement of costs):**

A presentation of the EEA premises will be conducted by Mr. Domingo Zorrilla, Logistic Group Coordinator, on Wednesday, October 22, 2003 at 17:30. (Meet at the entrance of the Agency, please be in time).

Drawings of the building are handed out during this visit.

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### **Basement**

Room number	Room description	Program code
00.02	Kitchen office	5 5 5
00.02a	Entrance/toilet/shower	5 5 5
00.07	Storage	floor 1 x month
00.08	Server room	floor 1 x month
00.10	Archive	1 x month
00.10.1	Mail room	5 1 1
00.13	Shower	5 5 5
00.13a	Shower	5 5 5
00.15	Library	5 1 1
00.15a	Entrance	5 5 5
00.15b	Toilet	5 5 5
00.16	Toilet	5 5 5 *
00.17	Entrance	5 1 1
00.17a	Toilet	5 5 5
00.17b	Toilet	5 5 5
00.19	Library	5 1 1
00.20	Smoking room	5 5 5
00.29	Guest canteen	5 5 5
00.30	Guest canteen	5 5 5

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00.34	Canteen	5 5 5
00.39	Hall	5 1 1
00.39a	Entrance	5 5 5
00.39b	Toilet	5 5 5
00.40	Archive	1 x month
00.42	Bicycle basement	1 x month
* According to comments		

## Ground

Room number	Room description	Program key
0.01	Office	5 1 1
0.01.1	Office	5 1 1
0.01.2	Hall way	5 1 1
0.02	Office	5 1 1
0.03	Hall way	5 1 1
0.05	Entrance	5 5 5
0.05a	Toilet	5 5 5
0.06	Kitchen	5 5 5
0.07	Entrance	5 5 5
0.07a	Toilet	5 5 5
0.09	Copy room	5 1 1

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		Annex I
0.10	Hall way	5 1 1
0.10.1	Office	5 1 1
0.10.2	Office	5 1 1
0.10.3	Conference	5 3 3
0.11	Cleaning room	
0.12	Hall way	5 1 1
0.13	Hall way	5 1 1
0.14	Hall way	5 1 1
0.15	Office	5 1 1
0.16	Office	5 1 1
0.17	Hall way	5 1 1
0.17.1/0.17.2	Office	5 1 1
0.17.3	Office	5 1 1
0.17.4	Office	5 1 1
0.17.5	Office	5 1 1
0.18	Office	5 1 1
0.19	Kitchen	5 5 5
0.20	Wardrobe	5 1 1
0.21	Hall way	5 1 1
0.22	Information centre	5 5 5
0.23	Reception	5 5 5
0.24	Hall way	Sep. price

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		Annex I
0.25	Copy machine	Sep. price
0.26	Cloak room	Sep. price
0.27	Conference room	Sep. price
0.28	Hall way	Sep. price
0.29	Translation	Sep. price
0.30	Translation	Sep. price
0.31	Translation	Sep. price
0.32	Conference room	Sep. price
0.33	Entrance	Sep. price
0.33a	Toilet	Sep. price
0.34	Entrance	Sep. price
0.34a	Toilet	Sep. price
* According to comments		

### 1. floor

Room number	Room description	Program key
1.02	Office	5 1 1
1.02.1	Office	5 1 1
1.03	Hall way	5 1 1
1.05	Entrance	5 5 5
1.05a	Toilet	5 5 5

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		Annex I
1.06	Kitchen	5 5 5
1.07	Entrance	5 5 5
1.07a	Toilet	5 5 5
1.09	Server room	5 1 1
1.09.1	Hall way	5 1 1
1.10	Hall way	5 1 1
1.10.1	Office	5 1 1
1.10.2	Office	5 1 1
1.10.3	Office	5 1 1
1.10.4	Office	5 1 1
1.10.5	Office	5 1 1
1.11	Cleaning	
1.13	Hall way	5 1 1
1.14	Hall way	5 1 1
1.15	Hall way	5 1 1
1.16	Office	5 1 1
1.17	Office	5 1 1
1.18	Hall way	5 1 1
1.18.1	Office	5 1 1
1.18.2	Office	5 1 1
1.18.3	Office	5 1 1
1.18.4	Office	5 1 1

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		Annex I
1.18.5	Office	5 1 1
1.20	Entrance	5 5 5
1.20a	Toilet	5 5 5
1.22	Hall way	5 1 1
1.22c	Toilet	5 5 5
1.23	Copy room	5 1 1
1.24	Office	5 2 2
1.25	Kitchen	5 5 5
1.28	Meeting room	5 5 5
1.29	Office	5 5 5
1.30	Office	5 5 5
1.31.1	Office	5 1 1
1.31.2	Office	5 1 1
1.31.3	Office	5 1 1
1.31.4	Office	5 1 1
1.31.5	Office	5 1 1
1.31.6	Office	5 1 1
1.31.7	Office	5 1 1
1.31.8	Meeting room	5 1 1
1.32	Office	5 1 1
1.33	Kitchen	5 5 5
1.34	Copy room	5 1 1

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1.39	Hall way	5 1 1
1.39a	Entrance	5 5 5
1.39b	Toilet	5 5 5
1.39c	Entrance	5 5 5
1.39d	Toilet	5 5 5
1.40	Office	5 1 1
1.41	Office	5 1 1

### 2. floor

Room number	Room description	Program key
2.02	Office	5 1 1
2.03	Hall way	5 1 1
2.04	Entrance	5 5 5
2.04a	Toilet	5 5 5
2.05	Office	5 1 1
2.06	Kitchen	5 5 5
2.07	Entrance	5 5 5
2.07a	Toilet	5 5 5
2.08	Office	5 1 1
2.09	Office	5 1 1
2.10	Hall way	5 1 1

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		Annex I
2.10.1	Office	5 1 1
2.10.2	Office	5 1 1
2.10.3	Office	5 1 1
2.10.4	Office	5 1 1
2.11	Cleaning room	
2.14	Hall way	5 1 1
2.15	Hall way	5 1 1
2.16	Office	5 1 1
2.17	Office	5 1 1
2.18	Hall way	5 1 1
2.18.1	Office	5 1 1
2.18.2	Office	5 1 1
2.18.3	Office	5 1 1
2.18.4	Office	5 1 1
2.18.5	Office	5 1 1
2.22	Hall way	5 5 5
2.22a	Entrance	5 1 1
2.22b	Toilet	5 5 5
2.23	Copy room	5 1 1
2.24	Office	5 1 1
2.25	Kitchen	5 5 5
2.26	Office	5 1 1

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		Annex I
2.27a	Toilet	5 5 5
2.28	Office	5 1 1
2.29	Office	5 1 1
2.30	Office	5 1 1
2.31.1	Office	5 1 1
2.31.2	Office	5 1 1
2.31.3	Office	5 1 1
2.31.4	Office	5 1 1
2.31.5	Office	5 1 1
2.31.6	Office	5 1 1
2.31.7	Office	5 1 1
2.31.8	Meeting room	5 1 1
2.31.9	Office	5 1 1
2.32	Office	5 1 1
2.33	Kitchen	5 5 5
2.34	Copy room	5 1 1
2.37	Entrance	5 5 5
2.37b	Toilet	5 5 5
2.38	Entrance	5 5 5
2.38b	Toilet	5 5 5
2.39	Hall way	5 1 1
2.40	Office	5 1 1

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	2.41	Office	5 1 1
* According to comments		omments	

### 3. floor

Room number	Room description	Program key
3.02	Office	5 1 1
3.03	Hall way	5 1 1
3.04	Entrance	5 5 5
3.04a	Toilet	5 5 5
3.06	Kitchen	5 5 5
3.07	Entrance	5 5 5
3.07a	Toilet	5 5 5
3.08	Office	5 1 1
3.09	Server room	1 x month
3.10	Hall way	5 1 1
3.11	Cleaning	
3.13	Hall way	5 1 1
3.14	Hall way	5 1 1
3.16	Office	5 1 1
3.17	Office	5 1 1
3.18.1	Office	5 1 1

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		Annex I
3.18.2	Office	5 1 1
3.19	Office	5 1 1
3.20	Office	5 1 1
3.21	Office	5 1 1
3.22	Office	5 1 1
3.23	Smoking room	5 5 5
3.24	Office	5 1 1
3.25	Hall way	5 1 1
3.25a	Entrance	5 5 5
3.25b	Toilet	5 5 5
3.26	Kitchen	5 5 5
3.28	Meeting room	5 5 5
3.29	Office	5 1 1
3.30	Office	5 1 1
3.31	Hall way	5 1 1
3.31.1	Office	5 1 1
3.31.2	Office	5 1 1
3.31.3	Office	5 1 1
3.31.4	Office	5 1 1
3.31.5	Office	5 1 1
3.31.6	Office	5 1 1
3.31.7	Office	5 1 1

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3.31.8	Office	5 1 1
3.31.9	Office	5 1 1
3.32	Office	5 1 1
3.39	Hall way	5 1 1
3.39a	Entrance	5 5 5
3.39b	Toilet	5 5 5
3.39c	Toilet	5 5 5
3.40	Office	5 1 1
3.41	Office	5 1 1
3.42	Office	5 1 1
* According to comments		

### 4. floor

Room number	Room description	Program key
4.01	Relax room	5 5 5
4.02	Meeting	5 5 5
4.03	Meeting	5 5 5
4.04	Office	5 1 1
4.05	Office	5 1 1
4.06	Hall way	5 1 1
4.06a	Hall way	5 1 1

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4.07	Office	5 1 1
4.08	Office	5 1 1
4.09	Office	5 1 1
4.10	Office	5 1 1
4.11	Office	5 1 1
4.12	Kitchen	5 5 5
4.14	Entrance	5 1 1
4.14a	Toilet	5 5 5
4.14b	Toilet	5 5 5
4.15	Office	5 1 1
4.16	Office	5 1 1
4.17	Office	5 1 1
4.18	Office	5 1 1
4.19	Office	5 1 1
4.20	Office	5 1 1
4.21	Office	5 1 1
4.23	Entrance	5 5 5
4.23a	Toilet	5 5 5
4.24	Kitchen	5 5 5
4.25	Entrance	5 5 5
4.25a	Toilet	5 5 5
4.26	Office	5 1 1

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4.27	Office	5 1 1
4.28	Office	5 1 1
4.29	Office	5 1 1
4.30	Office	5 1 1
4.31	Cleaning room	
4.32	Hall way	5 1 1
4.33.1	Office	5 1 1
4.33.2	Office	5 1 1
4.34	Office	5 1 1
4.35	Office	5 1 1
4.36	Office	5 1 1
4.37	Office	5 1 1
4.38	Office	5 1 1
4.39	Office	5 1 1
4.40	Smoking	5 5 5
4.41	Hall way	5 1 1
4.41a	Entrance	5 5 5
4.41b	Toilet	5 5 5
* According to comments		

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- 1. Tenders are to be submitted by **10/11/03** 
  - either by registered mail, posted not later than 10/11/03 (postmark);
  - or by delivery (in person or by an authorised representative or private courier service) to Domingo Zorrilla, The European Environment Agency, Kongens Nytorv 6, DK-1050 Copenhagen K <u>not later than 16.00</u> on 10/11/03, 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/03/005. 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 company's own terms of business.
- 4. Period of validity of the tender: six months from the closing date 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 I
  - 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 position:

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

Economic and financial capacity::

Proof of economic and financial capacity may be furnished by **one or more** of the following documents:

- a) appropriate statements from banks or evidence of professional risk indemnity insurance
- b) the presentation of balance sheets or extracts from balance sheets for at least the last two years for which accounts have been closed, where publication of the balance sheet is required under the company law of the country in which the economic operator is established;

 a statement of overall turnover and turnover concerning the works, supplies or services covered by the contract during a period which may be no more that the last three financial years.

Technical and professional capacity:

Evidence of the technical and professional capacity may be furnished on the basis of the following documents:

- a) a list of the principal services provided in the past three years, with the sums, dates and recipients, pubic or private;
- b) a description of the measures employed to ensure the quality of services;
- c) an indication of the technicians or technical bodies involved, whether or not belonging directly to the firm, especially those responsible for quality control;
- d) a statement of the average annual manpower and the number of managerial staff of the service provider or contractor in the last three years;
- e) an indication of the proportion of the contract which the service provider may intend to subcontract.
- 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:
  - Working environment, including expected hours of work according to enclosed bid schedule, working agreement (30)
  - **External environment**, including official environmental policy, use of environmentally-friendly detergents in accordance with attached product data sheet (20)
  - **Quality**, including quality-control system, meaning that precautions are taken to ensure that the standards acceptable to the EEA are reached (20)
  - **Price**, including prices for fixed contracts and supplementary services, as indicated in the tender list (30).
- 10. Languages in which the Tender must be drawn up: 1 of 11 official languages of the European Union

### 11. Grounds for exclusion:

The tenderer shall provide an auto-declaration, preferably made on oath before a judical or administrative authority, a notary or a competent professional or trade body by a person competent to do so on behalf of the tenderer, which states that none of the grounds for exclusion (please see General Terms and Conditions applicable to contracts, Art 2 (2)) applies to the tenderer.

### **IDENTIFICATION SHEET**

Company name:	 	
Address:		
Director:	 	 
Contact person:	 	
VAT No:	 	
E-mail:		
Bank details: Bank:		
Address:		
Account No:		
BIC (Swift) code:		
IBAN code:		 
Signed by:		
Company stamp:		
(must be added)		

DRAFT ANNEX IV

### STANDARD FORM FRAMEWORK CONTRACT (hereinafter "contract") CONTRACT REF. EEA/ADM/03/005

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

- Kongens Nytorv 6 ,DK-1050 Copenhagen K, Denmark
- Domingo Zorrilla

Which, for the purpose of the signature of this contract, is represented by Mrs Jacqueline McGlade, 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
Represented by: [Name 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, and in accordance with the order forms placed for its execution, to perform the following tasks:

1

• Cleaning of the premises of the European Environment Agency

The description of work is set out in Annex I.

### ARTICLE 2 - DURATION OF CONTRACT

- 1. This contract is concluded for an initial period of 36 months with effect from the date on which it is signed by both parties.
- 2. It may be renewed once, tacitly for a period of one year. It may be terminated by either of the parties by sending the other party a registered letter no later than 6 months before the expiry of the contract period.
- 3. The total duration of the contract cannot exceed four consecutive years.
- 4. Once the contract has expired:
  - a. No new order may be placed,
  - b. The provisions of the contract shall continue to apply to any order still in force until the date of its expiry.
- 5. Orders shall enter into force no earlier than the date on which they are signed. Their validity shall not extend beyond one year from the date of expiry of the contract.

### ARTICLE 3 – FINANCIAL PROVISIONS

- 1. Prices shall be expressed in euro (€) and shall not be affected by any changes in the rate of the euro against other currencies. Prices shall be fixed and not subject to revision for the first year of performance of the contract. Prices shall not vary according to the amount of services requested.
- 2. The Contractor may not assign financial claims on the Agency.
- 3. Payments shall be made as follows:
  - *Monthly*, within 30 calendar days upon receipt by the Agency of an admissible payment request subject to the acceptance of the invoice and, where appropriate, of the other supporting documents.
- 4. Invoices shall indicate the contract number and shall be sent to the Agency at the address and to the contact person as referred above.
- 5. Payments shall be made into the *contractor's* bank account as mentioned in the contract.

### **ARTICLE 4 - REVISION OF PRICES**

- 1. From the beginning of the second year of the contract, prices may be revised upwards or downwards each year on the anniversary of the date on which it was signed, where such revision is requested by one of the parties by registered letter no later than three months before that date.
- 2. The adjustment shall be determined by the trend in [the consumer price index in the Member State of origin of the services offered/ index Euro 15]<sup>1</sup> [or] [index Euro 12]<sup>2</sup> [Select the appropriate option] as expressed in euro and published for the first time by the Office for Official Publications of the European Communities, in the Eurostat monthly bulletin (Theme 2 Economy and Finance, collection Detailed Tables, *Money, Finance and the Euro: Statistics*).

For the purposes of this contract, revision shall be based on the consumer price index and calculated in accordance with the following formula:

$$P = Po (0.2 + 0.8 I)$$

Where

P is the new price;

Po is the price in the original tender;

is the harmonized consumer price index for the Member State where the contractor's registered office is located /or index Euro 15 [when the contractor's registered office is located in a Member State not participating in the Euro] or index Euro 12 [when the contractor's registered office is located in a Member State participating in the Euro] for the month in which the validity of the tender expires;

I is the index for the month corresponding to the date of receipt of the letter requesting a revision of prices.

### ARTICLE 5 – IMPLEMENTATION OF THE CONTRACT

- 1. Whenever the Agency wishes tasks to be performed in accordance with article 1, it shall send an order form to the contractor specifying the terms and conditions, including at least its duration of validity, the period of performance, the price, timetables for delivery, and place of delivery.
- 2. Within 15 working days upon receipt by the Agency of the order, the contractor shall return it, duly signed and dated, thereby acknowledging receipt of this order and acceptance of the terms and conditions.

Prepared on 28/08/03 Version 28/08/03

<sup>&</sup>lt;sup>1</sup> When the contractor's registered office is located in a Member State not participating in the Euro.

<sup>&</sup>lt;sup>2</sup> When the contractor's registered office is located in a Member State participating in the Euro.

3. The order takes effect as from the date it has been signed by both parties.

### ARTICLE 6 - GENERAL CONDITIONS

- 1. The Contractor hereby declares that he is familiar with and accepts the "General terms and conditions applicable to contracts awarded by the European Environment Agency", which shall apply in respect of all matters not specifically covered by this contract or the annexes, and govern order forms placed under it.
- 2. Signature of the contract does not place the Agency under any obligation whatsoever to send an order form. It does not confer on the contractor any exclusive right to perform the tasks referred to above.
- 3. Acceptance of this contract and conclusion of orders resulting from it imply that the Contractor waives all other terms of business.

### **ARTICLE 7- TERMINATION**

- 1. The Agency may terminate this contract and any order forms placed under it, in whole or in part, with immediate effect and without being required to pay compensation in the event of a judicial settlement order, bankruptcy or liquidation.
- 2. If the contractor fails to perform his obligations under an order forms placed pursuant to this framework contract, the Agency may suspend payment.
- 3. In the event of such failure, the Agency may, after notice has been given and if no action has been taken by the contractor within fifteen working days, terminate the contract and any order form placed under it, by registered letter with acknowledgment of receipt.

### ARTICLE 8 – ADMINISTRATIVE PROVISIONS

All communications, reports, and complaints concerning the performance of this contract or arising from an order shall be in written form and indicate its number as well as its subject and shall be sent to the address of the contracting party and where relevant for the attention of the contact person as mentioned above.

### ARTICLE 9 – TAXATION

1. 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.

2. The VAT number of the Agency is: DK 18 13 98 39.

### **ARTICLE 10 - 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 Tender

- Annex IV Order form

In case of conflict between the provisions of the contract and those of the orders, the provisions of the latter shall take precedence.

In case of conflict between the provisions of the above-mentioned annexes and either of these documents, the latter shall take precedence.

For the contractor:	For the Agency:
[]	[] Jacqueline McGlade Executive Director
Signed in duplicate in English inon[Date]	Signed in duplicate in English in Copenhagen on[Date]

ORDER FORM ANNEX IV

Contract ref. no.  B /C EEA.  (to be quoted in all correspondence)		Contractor's bank details  Name of bank:  Bank code:  Address:						
Date:	N° of p	ages:	Account No.:					
Country of origin: Contract		tor:				VAT N°:		
Currency:								
							ean Environment Agency". concerning sale or work do	
Description of good			S	Code	Quantity	Price		
						Unit price	Total EUR	
TOTAL including	Costs of	Delivery						
+ VAT								
TOTAL VAT Includ		T_						
Place for delivery:		EEA						
Payment Condition	ons:	30 da	ays after receipt of the invoice at the Agency					
Authorisation of the EEA					Acceptance			
Prepared by:					Order and Conditions approved Stamp: (company stamp if possible)			
Date and Signati	ure:	l			1-1 (-3)	,	,	
					Date:			

Signature of Contractor:

GENERAL TERMS & CONDITIONS APPLICABLE TO CONTRACTS (Framework contract-Service/Study contract-specific agreement) 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 Contractor**

- (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 shall not be in one of the following situations:
  - Being bankrupt, wound up or have his/her business activities suspended;
  - Have his/her affairs being administered by the court; have entered into an arrangement or similar measures with creditors or be the subject of any proceedings of that nature;
  - Having been convicted of an offence with regard to his/her professional conduct by a judgement which is not open to appeal;
  - Be guilty of grave professional misconduct;
  - Having been subject of a judgment which has the force of "res judicata" for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
  - Having not fulfilled his/her obligations relating to the payment of social security contributions or taxes in accordance with the legal provisions of the country in which he/she is established or those of the country of the contracting authority or those where the contract is to be performed;
  - Following another procurement procedure or grant award procedure financed by the Community budget, having been declared to be in serious breach of contract for failure to comply with their contractual obligations.
- (3) The Contractor undertakes to provide the Agency with any information it may request for the management of the contract.
- (4) 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 there-from. 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 <u>force majeure</u> 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 <u>force majeure</u>, 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 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 without the prior and written approval of the Agency.
- (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, of which copyright or any other right of ownership already exists and hereby affirm 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 prior 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 of up to a maximum of 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 Contractor shall repay the additional amount 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 the time limit as specified in Article 3 of the contract and shall be deemed to have been made on the date on which the Agency's account is debited
- (7) Where payments depend on approval of a report, the time limit for the payment shall not begin to run until the report has been approved. The report shall be deemed to have been approved implicitly once the time allowed for approval has expired without being suspended by means of a formal document sent by the Agency to the contractor.
- (8) On expiry of the time limit for payment the Contractor may claim interest within two months of receiving the late 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 Communities. Interest shall be payable for the time elapsed between expiry of the payment deadline and the date of payment. Suspension of payment by the Agency may not be deemed to constitute late payment.

- (9) However, the Agency may suspend the time limit for payment by informing the Contractor, at any time during the period referred to under (6), that the payment request cannot be met, either because the amount is not due or because the appropriate supporting documents have not been produced. The Agency shall notify the Contractor accordingly by registered letter with acknowledgement of receipt or equivalent. Suspension shall take effect from the date of dispatch of the letter. The remainder of the payment period shall begin to run again from the date when the properly formulated payment request is first registered.
- (10) The Contractor, whose registered office or residence is situated within the territory of one of the Member 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) The 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 the contract shall be the subject of an additional written agreement. Oral agreements shall not be binding on the contracting parties.

### CHECKLIST FOR SUBMITTING AN OFFER:

Auto-declaration on exclusion grounds
Identification sheet (filled in)
Inscription in the trade register (copy)
Inscription in the VAT register (copy)
Statements of banks (copies) or
Evidence of professional risk indemnity insurance or
Presentation of balance sheets or extracts (for 2 years)
<b>Or</b> a statement of the overall turnover and turnover concerning the works supplies or services covered by the contract (up to 3 years)
List of services rendered
A description of the measures employed to ensure the quality of services
Indication of technicians or technical bodies involved
Statement of average annual manpower
Indication of subcontracting
The offer (see Annex I)