



## Procedure for submitting an offer for Tender EEA/RNC/03/001

1. Tenders are to be submitted (according the publication in the Official Journal)
  - either by registered mail, posted not later than 28/04/03 (postmark);
  - or by delivery (in person or by an authorised representative or private courier service) to Hans Vos, The European Environment Agency, Kongens Nytorv 6, DK-1050 Copenhagen K **not later than 16.00 on 28/04/03**, 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/RNC/03/001. 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 awarded by the EEA” 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: nine 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 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**.

### 7. **Exclusion cases:**

Any tenderer will be excluded from participating in the tender and the contract if:

- a) Being bankrupt, wound up or have his/her business activities suspended;
- b) 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;
- c) Having been convicted of an offence with regard to his/her professional conduct by a judgement which is not open to appeal;
- d) Be guilty of grave professional misconduct;
- e) 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;



- f) 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;
- g) 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.

The tenderer shall provide an **auto-declaration**, preferably made on oath before a judicial 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 aforementioned grounds for exclusion applies to the tenderer.

#### 8. **Selection criteria:**

Proof of **the legal status** may be furnished by the following documents:

- Completed standard identification sheet
- copy of trade register
- copy of VAT registration

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.

Evidence of the **technical and professional capacity** may be furnished by the following documents:

- a) the educational and professional qualifications of the service provider or contractor and/or those of the firm's managerial staff and, in particular, those of the person or persons responsible for providing the services or carrying out the works (indicate knowledge of and experience with information sources as well as a company profile showing good and proven knowledge of environmental policy and in particular of economic instruments at national level, in particular in the countries covered in this project);
- b) a description of the technical equipment and tools to be employed by the firm for performing a service or works contract;(state the experience with existing MS-Access databases)
- c) a description of the measures employed to ensure the quality of supplies and services;
- d) a list of the principal services provided in the past three years with the sums, dates and recipients, public or private.

#### 9. **Further information can be obtained from the address indicated in paragraph 1 above.**



10. **Criteria for the award** of the contract: The contract will be awarded to the tender offering the best value for money, considering the following criteria, with the weighing between brackets:

Soundness of the methodological approach	(15)
Practicality and completeness of the work plan proposed	(15)
Availability of relevant networks in the indicated geographic area	(30)
Price	(40)

The price will be valued as follows: 40 points for the cheapest offer, 0 points for the most expensive offer, whereas offers with prices in between will be valued pro rata. The contract will be awarded to the tender with the highest number of points.

11. **Languages** in which the Tender must be drawn up: one of the eleven official languages of the European Union.

12. **Further Information:**

The daily allowances applicable to the countries not taken up in Annex VI are:

Albania	EUR	210
Bosnia-Herzegovina	EUR	200
Croatia	EUR	180
TFYR of Macedonia	EUR	210
Federation of Serbia and Montenegro	EUR	220

## **DK-Copenhagen: Executing an inventory of economic instruments in EEA countries**

### **Open call for Tender**

**EEA/RNC/03/001**

#### **Description of the work**

The European Environment Agency (EEA) has as its main duty to produce objective, reliable and comparable information for those concerned with framing, implementing and further developing European environmental policy, and for the wider European public.

The EEA and the OECD Environment Directorate are building a database for economic instruments of environmental protection and nature management.

Main categories of instruments in the database include environmental taxes and charges, environmentally motivated subsidies, deposit-refund systems, tradable permit systems, and voluntary approaches.

Although much information is already available, there are gaps that will be filled in this project.

The consultant who will be awarded the contract will have to execute an inventory of economic instruments for the countries specified under task 2.

The following tasks are foreseen:

#### *Task 1: Familiarize with existing information and its structure*

The consultant should take notice of information already in the database (see under task 2.) and familiarize with its structure. The database is written in MS Access97 and specifies the exact details of the economic instruments that should be found<sup>1</sup>.

#### *Task 2: Contact relevant networks and retrieve the requested information:*

A network of experts in the various countries is currently under development. The consultant should contact them and identify additional information on the instruments either or not already in the database. EEA will provide the coordinates of this network and inform the network about this project.

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<sup>1</sup> An empty MS Access97 database file will be sent by e-mail upon request.

The consultant must however also exploit his own networks to collect additional data necessary to achieve a satisfactory level of information in the database.

Information will need to be collected for the following types of economic instruments:

1. Environmentally motivated subsidies
2. Trading permits systems
3. Deposit-refund systems
4. Voluntary approaches
5. Environmental taxes and charges

The use of these instruments in environmental policy at national, provincial and local level (aimed at the quality of air and climate, water, waste, soil, and at products) as well as in natural resources management (wetlands, forestry, fishery, nature conservation areas, resources such as water and minerals, natural species and wildlife) will need to be included. Also instruments managed outside the public sector, but decided on in cooperation with the public sector must be included as well.

The instruments to be collected must actually be in use by January 1, 2003, or definitely being introduced (passed parliamentary approval or similar) on a fixed date in 2003.

The inventory will be made for the following countries: Albania, Bosnia-Herzegovina, Bulgaria, Croatia, Cyprus, Estonia, TFYR of Macedonia, Latvia, Liechtenstein, Lithuania, Malta, Romania, Slovenia, and Yugoslavia.

The required level of detail of the instruments to be collected is specified by the fields of the database.

For seven countries some information is already available but not necessarily complete. For the other seven countries, no information has as yet been put in the database<sup>2</sup>.

#### *Task 3: Uploading the collected information in the database*

After proper quality checking the collected information will be put in the MS Access97 database. Files for the relevant countries will be provided by EEA, and returned to EEA after completion.

#### *Task 4: Work package*

The main part of work can be executed from the consultant's offices, with regular contacts with the responsible EEA Project manager. Two meetings at EEA's premises are envisaged: a kick-off meeting and a meeting after the completion of task 2.

Some fact-finding missions should be envisaged and included in the travel budget.

The kick-off meeting will be held in Copenhagen within two weeks after the start. The second project meeting should take place as the work progresses or after four months at the latest. Main subject of that meeting will be the preliminary results of task 2 as specified above.

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<sup>2</sup> Upon request available information will be sent

The contractor should provide the EEA with the following products

- A work plan to be presented to EEA at least 2 days before the kick-off meeting,
- An interim report to be presented to EEA at least a week before the second project meeting, indicating progress that has been made up to and including task 2 as specified above.
- Data base files for each of the countries in the inventory, as specified by the database,
- Final Report (has to be presented before the end of the contract) describing the work done, the results, problems that were met, and recommendations for further improvement of the inventory. The created final database shall be also attached to the final report.

Reports must be delivered in MS-Office 2000 formats.

Please note that the working language will be English. The persons responsible for providing the service need to be able to communicate and write reports in English.

**The database is written in MS-Access97 and this format must be used in this project.**

**IDENTIFICATION SHEET**

Company name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Director: \_\_\_\_\_

Consultant(s): \_\_\_\_\_

VAT No: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Bank details:**

Bank: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Account No: \_\_\_\_\_

Swift code: \_\_\_\_\_

IBAN code: \_\_\_\_\_

Signed by: \_\_\_\_\_

Company stamp:  
**(must be added)**

**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,
- Hans Vos

Which, for the purpose of the signature of this contract, is represented by Mr Gordon  
McInnes, 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. Drawing up an inventory of economic instruments for environmental policy and natural resources management in selected EEA countries.

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.
2. This contract is awarded for a period of 12 months and may be renewed twice, each time for the period of 12 months (total project duration 36 months).

#### Article 3 - Financial provisions

1. In consideration of the services performed under this contract, and up to a maximum of EURO.....[Amount in figures] the Agency shall pay to the contractor:
  - a) The sum of EURO .....[Amount in figures] ([Amount in words] .....)(VAT excluded) for each day of work.;
  - b) A sum of up to a maximum of EURO .....[Amount in figures] covering all travel and subsistence expenses incurred in the course of execution of the contract.
2. Subject to the condition that they would not lead to exceed the maximum amount of the contract as mentioned above, unforeseen travel and subsistence expenses in connection with missions carried out at the specific request and with the prior written authorisation of the Agency shall be reimbursed to the contractor.
3. Payments shall be made as follows:
  - a) Concerning the sums agreed in paragraph 1;
 

EURO .....[Amount in figures], payable within 30 calendar days upon receipt by the Agency of a request for pre-financing following the signature of the contract (30 %),

EURO .....[Amount in figures], payable within 30 calendar days upon approval by the Agency of the interim report, subject to the acceptance of the invoice and, where appropriate, of the other documents accompanying the interim payment request (40 %),

And EURO .....[Amount in figures] payable within 30 calendar days upon approval by the Agency of the final report, subject to the acceptance of the invoice and, where appropriate, of the other documents accompanying the final payment request (30 %)

The time allowed for approval of the reports may not exceed 45 days as from the date of their receipt by the Agency.

- b) Invoices shall indicate the contract number and shall be sent to the Agency at the address and to the contact person as referred above.

4. 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   |
| - Annex IV  | Reimbursement of travel expenses   |
| - Annex V   | The tender   |

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:

[.....]

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

For the Agency:

[Gordon McInnes  
Interim Executive Director]

[.....]

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

**GENERAL TERMS & CONDITIONS APPLICABLE TO CONTRACTS (Framework contract-Service/Study contract-specific agreement) AWARDED BY THE EUROPEAN ENVIRONMENT AGENCY (Hereinafter “the Agency”)**

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**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 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 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.



### REIMBURSEMENT OF TRAVEL EXPENSES

The reimbursement of travel & daily allowance expenses incurred under this contract is paid in euro (EUR) at the rate of exchange in force against the euro (EUR) for the month in which the liquidation is effected (rate applied by the European Central Bank). All claims must be in the currency in which they were paid.

**a) Travel expenses**

by train: First class fare (used ticket with claim),  
 by air: Economy class where available (used ticket with claim),  
 by car: The equivalent of first class rail fare.

**b) Visas**

**c) Daily allowance**

The daily allowance is to include **all** expenses relating to:

- accommodation;
- meals;
- local transport including taxis.

**d) Transfer of professional materials or non-accompanied luggage**

Subject to prior approval by the Agency.

**NOTES:**

Taxis are not chargeable.

The daily allowances applicable for the whole duration of the contract are as follows (\*):

Austria	:	EUR	122	Belgium	:	EUR	150
Bulgaria	:	EUR	197	Cyprus	:	EUR	110
Czech Rep	:	EUR	193	Estonia	:	EUR	159
Denmark	:	EUR	179	Finland	:	EUR	156
France	:	EUR	130	Germany	:	EUR	127
Greece	:	EUR	113	Hungary	:	EUR	168
Iceland	:	EUR	199	Ireland	:	EUR	165
Italy	:	EUR	130	Latvia	:	EUR	244
Lithuania	:	EUR	179	Liechtenstein	:	EUR	150
Luxembourg	:	EUR	143	Malta	:	EUR	175
Netherlands	:	EUR	148	Norway	:	EUR	180
Poland	:	EUR	270	Portugal	:	EUR	143
Romania	:	EUR	230	Slovak Rep	:	EUR	144
Slovenia	:	EUR	170	Spain	:	EUR	141
Sweden	:	EUR	157	Turkey	:	EUR	136
United Kingdom:		EUR	199				

(\*): Rates are decreased with 25% when the mission exceeds 4 weeks.

Only 50% of the daily allowance is paid in case the night has not been spent at the place of mission.

**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)
- A statement of the educational and professional qualifications
- CVs of key staff
- A description of the technical equipment
- A description of the measures employed to ensure the quality of services
- A list of principal services provided in the past 3 years
- The offer (prices in EUR, a budget for the activities; also stating daily rates used; estimated travel and subsistence expenses must be indicated separately)