

1. Tenders are to be submitted by **xxxxxxxxxxxxxxxxxx 2001**
  - either by registered mail, posted not later than **xxxxxxxxxxxxxxxxxx 2001** (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 **not later than 16.00 on xxxxxxxxxxxx 2001**, 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/AF3/01/001. 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” 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 date of submission.
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
  - costs incurred during missions effected outside the principal place of performance of the contract at the express request and following prior authorisation of the EEA, will be reimbursed according to EEA standard rates
  - 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 index published by the Statistical Office of the European Commission.
7. **VAT number and bank details must** be included in the tender (Annex III).
8. Further information can be obtained from the address indicated in paragraph 2 above.
9. Criteria for the award of the contract: The contract will be awarded on the basis of the criteria specified in the task descriptions.
10. Curriculum vitae of the proposed candidate(s) should be added

**Technical specifications for open call for tender  
EEA/AF3/01/001**

**1. Introduction**

The purpose of the contract is to operate the canteen of the European Environment Agency (hereinafter called the “AGENCY”), Kongens Nytorv 6, DK1050 Copenhagen K, Denmark.

**2. Purpose of the contract**

The AGENCY is contracting out the operation of its canteen.

**a. Definition**

For the purpose of the contract, the expression “staff of the AGENCY” means all officials and other servants who come within the framework of the Staff Regulations and the Conditions of Employment of other servants but also other persons working for the AGENCY such as persons employed under private law contracts, experts on secondment from national civil services or trainees.

**b. Performance of services**

The canteen shall start to be operated as from the 1<sup>st</sup> of January \*\*\*\*\*.

The canteen shall be operated by at least three professional and experienced cooks. Their assignment to the canteen shall be subject to the approval of the Agency.

The canteen, as a minimum, must be opened from 8:30 AM to 14:30 PM.

The number of potential customers is (i) the staff of the AGENCY (app. 70 people), (ii) guests (app. 10 people) and (iii) meeting participants (on average app. 10 persons per day, although with considerable variations from day to day).

The daily menu should be composed of at least: Soup, 2 hot dishes (a fish course and a meat course), salad buffet, cold buffet as well as a dessert. A broad selection of beverages should be offered, but not strong beers or spirits.

Where appropriate, products with an ecological label shall be privileged.

The AGENCY attaches great importance to the canteen contributing to a good social atmosphere given the fact that it will be used for lunches by the staff of the AGENCY and meetings’ attendees, but also for other arrangements and receptions.

The canteen will also provide services to meetings in the AGENCY (mostly coffee, tea and water).

**c. Facilities and equipment**

The AGENCY makes available for the contractor a kitchen (including facilities for hot and cold kitchen; dishwasher; storage facilities; toilet for the staff) as well as counters for sale and display of food. The following is also put at the disposal of the contractor:

- a) premises
- b) heating
- c) water
- d) light and electricity
- e) kitchen machines and equipment
- f) furniture, etc.
- g) porcelain, glass, etc.

Prior to the signature of the contract, both parties prepare an inventory of all equipments and materials in the canteen, making sure that no necessary equipment is missing. The inventory is signed by both parties and is attached to the contract.

Should the contractor need additional equipment, he may purchase it at his own cost. At the expiry of the contract, the contractor has the right to take away the equipment. When the contract ends, the contractor shall return the canteen and all equipment in proper and correct condition, with due consideration for normal wear and tear.

Equipment that is made available to the contractor remains the property of the AGENCY or the landlord, whichever is the case. The maintenance hereof is the responsibility of the AGENCY, however subject to the condition that equipment is not being mismanaged by the contractor. Equipment purchased by the contractor, and the maintenance hereof, is the responsibility of the contractor.

Joint operation with another canteen, restaurant or café is acceptable. However, the kitchen facilities and equipment of the canteen at the AGENCY may be used only to service AGENCY staff and guests in the canteen.

#### **d. Hygiene**

The AGENCY pays the fee for the removal of waste once it has been sorted and put in containers by the contractor.

The contractor bears the cost for linen (dish towels etc.) as well as the washing of the linen.

Dish washing and cleaning of the kitchen area (kitchen, sales area, scullery, changing room, toilet) are responsibilities of the contractor and the contractor carries the cost for cleaning materials, etc.

The contractor shall make sure that the kitchen is kept clean and meets a high hygienic standard.

Cleaning of the canteen itself (a drawing of the canteen area can be sent by mail on request from [domingo.zorrilla@eea.eu.int](mailto:domingo.zorrilla@eea.eu.int)) is the responsibility of AGENCY.

### **3. Remuneration of the Contractor**

For lunches, a subsidised price shall be charged to the staff of the AGENCY, taking account of the quarterly contribution paid by the AGENCY to the contractor so that the price level corresponds to that of other private or public canteens.

Other consumers shall pay full price.

Payments for other services (special events) will be made against properly authorised requisitions. Payment will be made 60 days after receipt of invoice and supporting documentation.

#### **4. The tender**

##### **(a) Legally binding documents**

In drawing up the bid, the tenderer shall bear in mind the provisions of the Draft Contract and General Terms & Conditions Applicable to Contracts Awarded by The European Environment AGENCY attached to this invitation to tender.

##### **(b) Content of the tender**

The tender shall contain all information and documents required by the authorising department for evaluating the tender on the basis of the selection criteria set out in point (d) and the award criteria set out in point (e).

It shall include:

- price-lists for products and services offered by the canteen containing at least items as follows:
  - a detailed description of the conditions underlying the pricelists, including expected turnover in the canteen for staff, guests and meetings,
  - estimated staffing and use of raw material,
  - proposed menus with prices,
  - prices for other services and products offered by the canteen,
  - other expenses, including cleaning of the kitchen and washing-up.
- references to present and former business activities,
- detailed information concerning the background of the person responsible for the canteen as well as for the persons handling the day-to-day running of the canteen (CVs).

Should the tenderer foresee to run the canteen jointly with another canteen, restaurant, or café this shall be indicated and, if appropriate, proposals for joint operations described.

Tenders from consortiums of firms or groups of service providers, contractors or suppliers must specify the role, qualifications and experience of each member or group.

##### **(c) Prices**

Prices must be fixed amounts and quoted in EURO using the conversion rates published in the C series of the Official Journal of the European Communities on the day when the notice

of invitation to tender was published (if no notice was published, on the day when the invitation to tender was sent out).

Prices charged to the staff of the AGENCY and prices charged to other consumers shall be clearly distinguished.

**(d) Selection criteria**

Tenderers must provide evidence of their identity, financial and economic standing and professional and technical qualifications by means of the following documentation:

- an identification sheet (name or business name, legal status, contact person, etc.);
- where applicable, references of the inscription on the VAT-register;
- where applicable, references of the inscription on the trade register;
- information on the candidate's working languages and those in which he/she is able to express him-/herself verbally and in writing.

**(e) Award criteria**

The contract will be awarded to the tenderer whose offer is the economically most advantageous taking account of:

- proven track record in timely delivery of high-quality work in similar areas,
- prices,
- the quality of the food including variety and value from a dietary point of view,
- considerations concerning environmental protection, such as policy with respect to raw material, resource use, disposal of waste, etc.

**(f) Period of validity of tenders**

Tenders will lapse 6 months after the final date for receipt of tenders.

**IDENTIFICATION SHEET**

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

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

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

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

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

**Bank details:**

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

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

BIC code: \_\_\_\_\_

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

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

**DRAFT FRAMEWORK CONTRACT No. XXXX/BXXXX.EEA.XXXXX**

*The European Environment Agency, hereinafter called “the Agency”, whose official address is Kongens Nytorv 6, DK-1050 Copenhagen K, Denmark which, for the purpose of the signature of this contract, is represented by Mr Domingo JIMENEZ-BELTRAN, Executive Director of the Agency, of the one part,*

and .....

hereinafter referred to as “the contractor”

whose official address is: .....

whose bank No is: .....

with .....[Name of establishment, city, Bank identification code]

and whose VAT registration number:.....

represented by: .....

*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:*

- **Operating the canteen of the Agency.**

The detailed programme of work is set out in Annex I.

Article 2 – Duration

1. This contract, concluded for an initial period of three years, shall take effect from the date on which it is signed.
2. *It may be renewed twice, tacitly, each time 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 six months before the expiry of the contract period.*
3. *The total duration of the contract shall not exceed five years.*

**Article 4 - Financial provisions**

1. *In consideration of the services performed under this contract, the Agency shall pay to the contractor a contribution of EURO ..... per quarter of the year [amount in figures] ([amount in words]) (VAT included/excluded);*
2. *Invoices shall indicate the contract number and shall be sent to the Agency at the address as referred above.*
3. *Payments shall be made to the contractor into the bank account whose references are mentioned above.*

#### ***Article 5 – Revision of contributions***

*Should, in the course of the year, the net number of members of the staff of the Agency vary up or down by more than \*\*\*\* % compared to the previous year, the contribution due to the contractor as from the 1<sup>st</sup> of January of the next year shall be adapted accordingly.*

*No later than 30 days before the end of the year, the Agency shall provide the Contractor with a detailed and updated roll of its employees.*

*The adjustment of the formula to calculate the new applicable contribution shall take the form of a revised version of the corresponding annex signed by both parties no later than 30 days from the 1<sup>st</sup> of January of the concerned year.*

#### ***Article 6 – Indexation of contributions***

From the beginning of the second year of the contract, the contribution may be changed 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.

The adjustment shall be determined by the trend in consumer prices in the country of origin of the services offered, 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, Series B - Short-term trends, ECU-EMS Information).

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



$$P = P_o (0,2 + \frac{0,8 I}{I_o})$$

where

P is the indexed contribution;

P<sub>o</sub> is the contribution in the original tender, if necessary, changed by application of article 5;

I<sub>o</sub> is the consumer price index for the country of origin of the services offered for the month in which the validity of the tender expires, 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, Series B - Short-term trends, ECU-EMS Information);

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

### **Article 7 – General conditions**

- 1. 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 ... to this contract.*
- 2. 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. The contractor shall bear the cost of this.*

### **Article 8 – Administrative provisions**

- 1. The contract number as well as the subject of the contract shall be mentioned in all relevant reports and communications.*
- 2. All communications, requests or any complaint concerning the performance of this contract shall be in written form and indicate its number and shall be sent to the address of the interested contracting party as mentioned above.*

### **Article 9 – Taxation**

- 1. The contractor shall have sole responsibility for compliance with the tax laws applicable 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 10 – Annexes***

*1. The following are annexes to this contract:*

*Annex I: Technical annex*

*Annex II: General terms and conditions applicable to contracts awarded by the Agency*

*Annex III: Offer*

*Annex IV: VAT exemption form - where applicable*

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

*Done in triplicate in English at Copenhagen on .....[date]*

*For the contractor:*

*For the Agency:*

*D. Jimenez-Beltran  
Executive Director*

**GENERAL TERMS & CONDITIONS APPLICABLE TO CONTRACTS AWARDED  
BY THE EUROPEAN ENVIRONMENT 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 supplying services under conditions identical to those governing the supply of services by a member of the European Environment Agency's staff. The Contractor and his staff may not be members of the European Environment Agency's staff.

**Article 2 - Secondary obligations of the Contractors**

- (1) The Contractor to the European Environment Agency undertakes to perform the tasks assigned to him according to the highest professional standards. 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 to the European Environment Agency undertakes to provide the Agency with any information it may request for the management of the contract. 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.
- (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 to the European Environment Agency shall undertake to send the Agency all information and documents in his possession on 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 European Environment Agency.

#### **Article 4 - Permits and licences**

- (1) 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.
- (2) The European Environment 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.

#### **Article 5 - Spread of risk**

- (1) 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 European Environment 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 European Environment 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 European Environment Agency for any damage they 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 European Environment 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 European Environment Agency, duly noted by the European Environment 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 European Environment Agency. This provision shall not affect the application of Article 6(2) of these General Terms & Conditions.

## **Article 8 - Termination of the contract and services to third parties**

- (1) The Contractor to the European Environment Agency shall not, without the prior and explicit approval of the European Environment 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 European Environment 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 European Environment Agency under the contract.
- (3) Save where the European Environment 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 European Environment 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 European Environment 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 European Environment 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 European Environment 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 European Environment 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 European Environment Agency.

## **Article 10 - Methods of payment**

- (1) Payments shall be made in euro (€).
- (2) At the request of the Contractor, the Agency may pay him an advance equal to 30% of the amount due on completion of the contract. In addition to the requirement of the second paragraph of Article 45 of the Financial Regulation applicable to the Budget of the European Environment Agency, payment of the advance may be made conditional upon the furnishing by the Contractor of proof that he has lodged a deposit 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 European Environment 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) Reimbursable travel and subsistence expenses shall be paid, where appropriate, on production of supporting documents including receipts, used tickets and boarding pass.
- (5) Payments shall be made within 60 days of the due date.
- (6) The Contractor, whose registered office or place of abode shall be situated within the territory of one of the Member States of the European Environment Agency, shall be required to name a bank within the territory of his country of domicile for the payment of the sums due to him under the contract.

## **Article 11 - Provisions relating to taxation**

- (1) If the tax laws to which he is subject require the Contractor to pay VAT on fees received under the contract, the amount of VAT shall be included in the sums paid by the Environment Agency in return for services rendered.
- (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 European Environment Agency.

(3) Tax laws:

For Belgium

Direct exemption for transactions of 5.000 Bfr or more. The invoices shall be marked "*Exemption from VAT, Article 42, Paragraph 3.3 of the Code, Circular No. 2/1978*".

For the Grand Duchy of Luxembourg

Services rendered in the Grand Duchy of Luxembourg for 10.000 Flux or more for official purposes of the European Environment Agency shall be granted exemption from Value Added Tax. The invoices shall be marked "*Articles 8 and 9 of the Regulation of the Grand Duchy of 19 December 1969, Article 47 of the law of 5 August 1969 (Recueil de Législation A - No. 66 of 24 December 1969)*".

For the Netherlands

Services rendered in the Netherlands for official purposes of the European Environment Agency shall be zero rated (cf. *Resolution of 14 March 1969 No. 69/1649 - Wet op de Omzetbelasting 1968*).

For Italy

Services rendered in Italy for 100.000 Lires or more inclusive of tax for official purposes of the European Environment Agency shall benefit from direct exemption. The invoices shall be marked "*Decrees of the President of the Republic No. 687 of 23 December 1974 - Italian Official Journal No. 338 of 28 December 1974 - and No. 288 of 2 July 1975 - Italian Official Journal No. 183 of 11 July 1975*".

For France

Services as referred to in Article 259B of the "Code général des Impôts" rendered outside France for official purposes of the European Environment Agency shall be granted exemption from Value Added Tax (note of the "*Ministère de l'Economie et des Finances of 29 July 1980, Official Bulletin - Direction Générale des Impôts, note No. 201 of 18 November 1980*").

For the other Member States

If the Contractor is required, under the fiscal laws to which he is subject, to pay VAT on the sums paid under this contract, the amount of the tax shall be included in the sum referred to in Article 4 of the contract.

The contractor shall, at the request of the European Environment 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 12 - Amendments or additions to the contract**

- (1) The provisions of the contract and the annexes thereto may be amended or supplemented only by means of an additional agreement signed by each of the parties or their authorised representatives.