

CALL FOR TENDER EEA/ADM/02/002

STANDARD FORM FRAMEWORK CONTRACT (hereinafter “contract”)
Service supply
CONTRACT REF.

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 purposes of the signature of this contract is represented by
Mr. Gordon McInnes, Interim Executive Director of the Agency

on the one part

and,
hereinafter referred to as the “Contractor”,
whose official address is:,
whose bank account No is:,
with [Name of establishment, agency branch, city, bank identification code]
and whose VAT registration number is:,
(Registration number under a specific social security system) [optional]

represented by, [name of the signatory],[position
of the signatory],

of the other part

have agreed as follows :

ARTICLE 1 – SUBJECT

1. 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 *specific agreements/order forms concluded/placed* for its execution, to perform the following tasks:

- **Insurances**

The detailed program 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 the contracting parties.
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 6 months before the expiry of the contract period.
3. The total duration of the contract cannot exceed five consecutive years.
4. Once the contract has come to expiry:
 - a. No new *specific agreement/order* may be *concluded/placed*,
 - b. The provisions of the contract shall continue to apply to any *specific agreement/order* still in force until the date of its expiry.
5. *Specific agreements/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. All invoices or other requests for payment shall indicate the contract number. They shall be drawn up in triplicate and sent to the Agency at the address and for the attention of the contact person as referred above.
4. Payments shall be made into the *contractor's* bank account whose references are mentioned above.

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 prices index in the Member State of origin of the services offered/ index Euro 15 (when the contractor's registered office is located in a Member State not participating in the Euro)/ index Euro 11 (when the contractor's registered office is located in a Member State participating in the Euro)*] 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:

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

Where

- P is the new price;
P_o is the price in the original tender;
I_o 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 11 [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 *conclude a specific agreement with /send an order form (= insurance policy)* 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 **** working days of the *specific agreement/order* being notified by the Agency, the contractor shall return it, duly signed and dated, thereby acknowledging receipt of this *specific agreement/order* and acceptance of the terms and conditions.
3. The *specific agreement/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 specifications (Annex II), and govern as well *specific agreements concluded/orders placed* under it.
2. Signature of the contract does not place the Agency under any obligation whatsoever to *conclude specific agreements/place orders*. 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 *specific agreements/orders resulting from it* imply that the Contractor waives all other terms of business.

ARTICLE 7 – OBLIGATIONS OF THE CONTRACTOR

Further to obligations specified in the “General terms and conditions applicable to contracts awarded by the European Environment Agency”, the Contractor hereby declares that::

1. He is insured against any claims resulting from damages caused to himself, his employees, or a third party which may arise in relation to the execution of the present contract;
2. He shall maintain complete independence in relation to all individuals, organizations or government bodies;
3. He shall respect all laws and regulations in force in the Member State(s) where the present contract will be executed.

ARTICLE 8- TERMINATION

1. The Agency may terminate this contract and any *specific agreement concluded /order 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 a *specific agreement concluded /an order placed* pursuant to the standard form general 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 *specific agreement concluded /order placed* under it, by registered letter with acknowledgment of receipt.

ARTICLE 9 – ADMINISTRATIVE PROVISIONS

All communications, reports, and complaints concerning the performance of this contract or arising from a *specific agreement/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 interested contracting party and for the attention of the contact person as mentioned above.

ARTICLE 10 – 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 11 - ANNEXES

The following annexes are an integral part of this contract:

Annex I The tender

Annex II Specifications

Annex III General terms and conditions applicable to contracts awarded by the European Environment Agency.

In case of conflict between the provisions of the contract and those of the *specific agreements/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.

Done in duplicate in English
In Copenhagen on

For the contractor:

For the Agency:

Mr. Gordon McInnes
Interim Executive Director