

1. Tenders are to be submitted by **14 October 2002**
 - either by registered mail, posted not later than **14 October 2002** (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 14 October 2002**, in which case a receipt must be obtained as proof of submission, signed and dated by an EEA official.
2. Tenders must be submitted in **three copies** and placed inside **two** sealed envelopes. The inner envelope, addressed to the person indicated above, should be marked: **“Reply to call to tender No. EEA/ADM/02/002. 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 II to this invitation
 - prices must be a fixed rate, including all costs
 - prices should be quoted free of VAT, as the EEA is exempt from such charges under Articles 3 and 4 of the Protocol on the privileges and immunities of the European Communities;
 - prices **must be quoted in EUR.**
 - prices must be firm and not subject to revision for the first year of performance on the contract; as from the second year, prices could be revised on the basis of the consumer price index in the Member State of origin of the services offered.
 - The call for tender is split into 3 lots. Tenderers may submit their tender for one, two or all lots. Please note that variants are allowed.
7. **Selection criteria:**

Legal status:

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

Financial status:

 - **Exclusion cases:** Companies being bankrupt or wound up, have ceased or suspended business activities, have suspended payments, have entered into an agreement with creditors or undertaken similar measures, or be subject to any procedure of this kind.

Technical capabilities:

- presentation and description of the firm's activities

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:
 - Price
 - Customer service
 - Payment conditions
 - For lot 2 and 3 only: ratio coverage - premium
10. Languages in which the Tender must be drawn up: 1 of 11 official languages of the European Union

**Call for Tender EEA/ADM/02/002
Insurances**

Technical Specifications

Lot 1:

- a) Damage or loss insurance for movable property and business interruption cover**
- b) Glass and Sanitary Fittings insurance**
- c) Damage insurance for machinery/computer equipment**
- d) Workmen compensation**
- e) Commercial liability**

Lot 2:

- a) Business travel insurance**

Lot 3:

- a) Collective accident insurance**

Prepared by: Domingo Zorrilla

August 2002

**Project Manager: Domingo Zorrilla/ Ulla
Krantz**

European Environment Agency



Lot 1 a: Damage or loss insurance for movable property and business interruption cover

Scope: The commercial insurance covers the movable property of the Agency against fire, theft and water damages.

Movable property is: Goods – including raw material, semi manufactures and finished goods – packing, fitting, installations, machinery and other operating equipment – including tools and motor vehicles which are not liable to registration.

Furthermore the necessary documented excess costs, which are due to the fact that the premises of the Agency are wholly or partly useless caused by a damage entitled to cover.

Sum insured: Movables	DKK	30,000,000
Excess costs 12 months	DKK	12,000,000
Own risk: Own risk on theft is	DKK	5,000

Lot 1 b: Glass and Sanitary Fittings insurance

Glass: The insurance covers windowpanes of every kind inside and outside that are mounted in their permanent places.

Decoration, letters, sun film or filters and alarm strips and wires etc. connected to antiburglary devices and alarms.

It shall be a condition that the objects are glued onto the glass insured or in other ways permanently fixed hereto.

Sum insured: According to invoice, maximum DKK 550,000

Sanitary fittings: The insurance shall cover

- Toilets
- Cisterns
- Wash basins
- Bath tubs
- Bidets
- Urinals

Sum insured: According to invoice, maximum DKK 150,000

Lot 1 c: Damage insurance for machinery/computer Equipment

Conditions: Mechanical operating equipment for administration and sale

Scope of Insurance: The insurance covers mechanical operating equipment for administration and sale belonging to the insured or equipment for which the insured holds the risk through renting or leasing according to contract.

Mechanical operating equipment, administration and sale shall mean:

Computer equipment, machinery, apparatus and instruments used by the enterprise to control administration including sale, stock and other administrative equipment.

The insurance covers damage of sudden and unforeseen influences arising from damage, which can be proved to be a result of external influence in relation to the individual mechanical equipment.

Sum insured: DKK 9,000,000

Own risk: DKK 3,000

Lot 1 d: Workmen compensation

According to the Workmen's Compensation insurance Act anyone, who in his business employs other persons is bound to take out this insurance for anyone who has an employment relationship.

Who is covered: The employees of the company

Sum insured: According to the provisions of the act

What is covered: Medical treatment, rehabilitation, aids e.g. glasses, prostheses etc.
Compensation for loss of working ability
Compensation for permanent harm
Transition amount to surviving relatives
Compensation for loss of supporter

Basis of calculation: The premium is calculated to be paid in advance based on information concerning the number of employees at the present time.

Number of Employees:	Office	35
	Other	00

Own risk: None

Lot 1 e: Commercial liability

Scope of the insurance:	This insurance shall cover the insured's liability to pay damages for damage to persons or objects in the course of the business stated in the policy and the liability to any damages imposed upon the insured in his capacity of owner or user of building or area used for running the enterprise.		
Sum insured:	Bodily injury	DKK	10,000,000
	Property damage	DKK	5,000,000
Own risk:	for property damage	DKK	1,000

Lot 2 a: Business travel insurance

Covering: Medical Expenses and Repatriation

Summoning a person
Medical escort

Personal Accident
Loss of life
Perm. Disabled
Assault

Baggage

Personal Liability
Damage to property
Personal injury
Legal aid
Guarantee/bail bond

Curtailment
Replacement employee

Prices per day within Europe and outside Europe

Expected number of travelling days:	Within Europe	1,200
	Outside Europe	150

Lot 3 a: Collective accident insurance

Insurance holders:

- ❑ The total of auxiliary agents employed by the European Environment Agency in accordance with the Conditions of employment of other servants of the European Communities.
- ❑ The total of national experts on secondment from any of the member countries of the European Environment Agency.

The above-mentioned categories shall be affiliated to the insurance as a body.

Coverage:

The policy shall provide worldwide cover against accidents occurred to the holders of the insurance. It shall cover the time of exercising his/her functions at the Agency and the time of private life outside the Agency.

The coverage shall include:

- ❑ Compensation for loss of life;
- ❑ Survivors' pension in case of death, payable to spouse and to children below 21 years of age;
- ❑ Compensation for permanent disability;
- ❑ Dental treatment in connection with damage to teeth.

Premium payment:

The premium shall be regulated once a year on the basis of an estimation of the highest number of people to be covered by the insurance.

For the purpose of the offer, the estimated number of people to be covered under this insurance will be 25.

Call for tender EEA/ADM/02/002

IDENTIFICATION SHEET

Company name: _____

Address: _____

Director: _____

Consultant(s): _____

VAT No: _____

E-mail: _____

Bank details:

Bank: _____

Address: _____

Account No: _____

BIC code: _____

Signed by: _____

Company stamp:
(must be added)

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

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

Article 1 - Performance of the contract

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

Article 2 - Secondary obligations of the Contractors

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

Article 3 - Confidentiality

- (1) The Contractor undertakes not to make use of and not to divulge to third parties any facts, information, knowledge, documents or other matters communicated to him or brought to his attention during the performance of the contract or any matter arising therefrom. He shall continue to be bound by this undertaking after the expiry of the contract.
- (2) If the Contractor uses his own staff in the performance of the contract, he shall obtain from each staff member a written undertaking that they will respect the confidentiality of any information brought to their attention during the performance of the work and that they will not divulge to third parties or use for their own benefit or that of any third party any document or information not available publicly, even after completion of their assignment. A copy of the undertaking shall be sent to the Agency.

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

Article 4 - Permits and licences

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

Article 5 - Spread of risk

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

Article 6 - Liability of the contracting parties

- (1) The Agency may not under any circumstances or for any reason whatsoever be held liable for damage sustained by the Contractor himself or by his staff during the performance of the contract. The Agency shall not accept any claim for compensation or repairs in respect of such damage.
- (2) Except in case of force majeure, the Contractor shall be required to indemnify the Agency for any damage it may sustain during the performance, poor or otherwise, of the contract.

Article 7 - Termination of contract

- (1) Each contracting party may, of his own volition and without being required to pay compensation, terminate the contract by serving formal notice two months in advance. If the contract is terminated by the Agency, the Contractor shall be entitled to payment for the part performance of the contract only.
- (2) In the event of a serious failure by the Contractor to the Agency, duly noted by the Agency, to fulfil his obligations under the contract, the contract may be terminated at any time by registered letter without formal notice or payment of any compensation whatsoever by the Agency. This provision shall not affect the application of Article 6(2) of these General Terms & Conditions.
- (3) In the event of non performance of the contract by the contractor, except for reasonable and justifiable technical or economic reasons, of any of his obligations, and after having given notice by registered mail requiring performance of the obligations concerned, the Agency may terminate the contract if the contractor is still in breach of his obligations one month after receiving formal notice.
- (4) In the event of circumstances which are liable to prejudice or delay the performance of the contract, the contractor shall forthwith inform the Agency, with the relevant details. The parties shall agree together on the measures to

be taken. If no agreement can be reached, the Agency may terminate the contract without recourse to any legal proceedings, where no action is taken by the contractor within one month of receiving formal notice by registered mail.

- (5) The Agency may terminate the contract without notice if the Contractor is unable, through his own fault, to obtain any permit or licence required for the performance of the contract as referred to in article 4 above.
- (6) Without prejudice to the termination referred to in paragraphs 3 and 4 above, the Agency may require reimbursement of all or part of the amounts paid, having regard to the nature and the scale of the work carried out, before the date of termination of the contract.

Article 8 - Assignment and services to third parties

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

Article 9 - Ownership

- (1) Any result or patent obtained by the Contractor in the performance of the contract shall belong to the Agency which may use them as it sees fit.
- (2) Copyright and any other rights of ownership in respect of manuscripts or parts thereof shall belong exclusively to the Agency except where copyright or other property rights already exist.
- (3) On the date of acceptance of the manuscripts and subject solely to the exception referred to in paragraph (2) above, all rights in respect of manuscripts, including amongst others the right to use, print, publish and sell all or part thereof in any manner and in any language whatsoever, shall be acquired by the Agency which may transfer all or part of such rights to third parties on its own terms.
- (4) The Contractor shall specify any parts of manuscripts, including illustrations, maps and graphs, in which copyright or any other right of ownership already exists and hereby affirms that he has obtained permission to use such parts from the titular holder(s) of such rights or from his or their legal representatives. Any cost for which the Contractor may become liable for such permission shall be paid by him. Save as otherwise provided for in paragraph (2), the Contractor hereby affirms that he is entitled to transfer the copyright or other rights of ownership in respect of the subject matter of the manuscript.
- (5) The Agency shall not be required to publish manuscripts or documents supplied in the performance of the contract. If it is decided not to publish the manuscripts

or documents supplied, the Contractor shall not have them published elsewhere without the written approval of the Agency.

Article 10 – Payments

- (1) Payments shall be made in euros (€).
- (2) At the request of the Contractor, the Agency may pay him an advance equal to 40% of the amount due on completion of the contract. Payment of the advance may be made conditional upon the furnishing by the Contractor of proof that he has lodged a deposit with his bank equal to the amount of the advance. The advance shall be deducted from subsequent payments in such a manner that it is fully recovered on exhaustion of the funds provided for such payments.
- (3) In the event of termination of the contract under Article 7 of these General Terms & Conditions, no payment shall be due except for services actually rendered up to the date of termination. In such an event, the amount due shall be calculated after deducting any payments already made. If the payments made prior to termination exceed the sum finally due, the additional amount shall be repaid by the Contractor to the Agency within 60 days of receipt of a request for repayment. If payment is not made within this period, the sum owed by the Contractor shall start to bear interest at the euro rate applied by the European Central Bank on the last day of the period allowed for repayment, as published in the C series of the Official Journal.
- (4) Where appropriate, invoices shall be supported by original documents justifying the time spent by the contractor to perform the tasks under the contract.
- (5) Reimbursable travel and subsistence expenses shall be paid, where appropriate, on production of original supporting documents including receipts, used tickets and boarding pass.
- (6) Payments shall be made within 60 days of receipt of the invoice by the Agency and shall be deemed to have been made on the date on which the Agency's account is debited.
- (7) Upon expiry of the time limits set above, the contractor may, within two months of receiving the late payment, claim interest, applied by the European Central Bank to its operations in Euro, plus one and a half percentage points.
- (8) However, the Agency is not bound to comply with the 60 days payment period if the invoice has not been presented or sent to the correct address as required by the contract or if the contractor has not fulfilled his obligations so that the debt cannot be confirmed or quantified and is not due. The Agency shall inform without delay the contractor that he has failed to meet these requirements. A new 60 days payment period as stated above shall start to run again upon receipt by the Agency of a properly established payment request.
- (9) The Contractor, whose registered office or residence is situated within the territory of one of the Member States/countries of the Agency, shall indicate a banking institution on the territory of the country where his registered office or residence is situated for the payment of the sums due to him under the contract.

Article 11 – Audits and controls

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

Article 12 - Provisions relating to taxation

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

Article 13 – Applicable Law and Jurisdiction

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

Article 14 – Amendments

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