



17 January 2011

Clarification No 1 for open call for tenders:

Framework contract for the provision of security and reception services for the European Environment Agency (EEA)

Reference number: EEA/OSE/10/010

Question 1:

When is the contractor expected to commence the provision of security and reception services?

Answer 1:

For further information, please refer to the provisions of the standard framework contract and specific contracts attached as Annex 3 to the tender specifications and in particular Articles I.2.1 and I.4.1 which read as follows:

I.2.1 *The Contract shall enter into force on the date on which it is signed by the last contracting party.*

I.4.1 *Within 10 (ten) working days of a request for services being sent by the Agency to the Contractor, the Agency shall receive an estimate of the resources to be allocated for its execution, with particulars in support.*

Within 10 (ten) working days of a specific contract being sent by the Agency to the Contractor, the Agency shall receive it back, duly signed and dated.

As stated in section 9 of the tender specifications, submission of a tender implies acceptance of the terms and conditions set out in the invitation to tender, the tender specifications and in the draft framework contract attached to the latter.

Question 2:

A question was received as regards the maintenance and the service of the NOX burglar system, the CCTV system, the ABA system, the fire equipment and first aid, the 4 bottles of energén and the 9 bottles of agonite.

Answer 2:

The responsibility for the maintenance and service of the above systems and equipments lies with the service provider to whom the framework contract will be awarded, including in the event of subcontracting, as it is currently the case.

Question 3: What information are we to provide on possible subcontractors?

Answer 3:

For further information, please refer to section 9.3 (first paragraph on page 5) and section 12, last bullet point (page 10) of the tender specifications.

Question 4: In Annex 3, 1.3.3, it states that '80% of each price may be revised upwards or downwards each year'. Can EEA please elaborate on why it is 80% and not 100%?

Answer 4:

When concluding contracts for transactions extending over several years, the contracting authority may in accordance with the applicable Financial Regulation, include price review clauses, taking into account the economic climate in which the transaction is to be carried out, the nature of the transaction and the duration of the contract. With regards to contracts awarded by public bodies of the European Union on their own account, the recommended policy is to foresee a partial price review when the transaction concerns services which expose the contractor to different degree of inflation; furthermore, it is deemed not appropriate to index the contractor's profit.

Question 5: In Annex 3, II.2.2: is it correct that the contractor is liable for any direct loss or damage caused by himself in performance of the contract?

Answer 5:

Yes.

Question 6: What is meant by point II.3.3 in Annex 3?

Answer 6:

As stated in section 10.1.1 of the tender specifications (first paragraph on page 6 – Exclusion from awarding), a contract shall not be awarded to tenderers who during the procurement procedure are subject to a conflict of interest. For that purpose, tenderers are required to provide a signed declaration on honour stating that they are not in such a situation at the time of submission of the tender. When the contract is awarded, the contractor reiterates his previous declaration of absence of conflict of interests through his signature of the contract, and commits to inform EEA accordingly of any conflict of interest that may occur in the performance of the contract.