



28 May 2014

Clarification No 1

Reference: Open call for tenders No EEA/OSE/14/003

Title: Framework service contract for the provision of cleaning services at the premises of the European Environment Agency

Question 1

Danish version:

I kontraktens § 1.4 står:

'Within [complete] working days of an order form being sent by the Agency to the Contractor, the Agency shall receive it back, duly signed and dated'.

- 1) Hvor mange dage vil der blive indføjjet, eller vil det blive aftalt ved kontraktindgåelse?
- 2) Endvidere fremgår det i samme punkt, at leverance skal starte ved underskrivelse af ordreseddel, medmindre andet aftales. Kan vi være sikre på, at EEA vil indvilge i at der gives leverandøren tid til at skaffe kvalificerede medarbejdere og indkøbe maskiner og udstyr før der kræves opstart?

English translation:

According to the framework contract Article 1.4:

Within [complete] working days of an order form being sent by the Agency to the Contractor, the Agency shall receive it back, duly signed and dated.

- 1) How many days are to be included or are the days decided upon after the award of the contract with the Contractor?
- 2) In addition, it is mentioned in the same article that delivery shall start to run on the date both parties sign the order form, unless a different date is indicated. Can we be certain, the EEA will agree to give the service provider sufficient time to provide qualified employees or buy machines/equipment before the starting date?

Answer 1

- 1) *In general 10 working days are included in the order form processed by the Agency.*
- 2) *Yes, EEA will give the service provider sufficient time to make the necessary arrangements.*

Question 2**Danish version:**

I kontraktens § 1.5

Der skal udstedes faktura indenfor 30 dage efter færdiggørelse af opgaverne fastlagt på ordresedlen.

Men vil en ordreseddel f.eks. omfatte en måneds rengøring, eller kan det være for en længere periode, så leverandøren ikke får adgang til at fakturere månedligt?

English translation:

According to the framework contract Article I.5:

The Contractor shall submit an invoice within 30 (thirty) days after completion of the tasks referred to in each order form.

Will and order form e.g. consist of one month of cleaning services or can it be of a longer period in order to avoid monthly invoicing?

Answer 2

In general the order form covers cleaning services for 3 (three months/quarterly) or for a longer period. The extra cleaning mentioned under section 8 of the tender specifications will be ordered on separate order forms.

Question 3**Danish version:**

I kontraktens § 1.10

Vi henstiller til at opsigelsesvarslet ændres fra 60 dage til 4 måneder, så vi kan varsle vore medarbejdere jævnt før gældende dansk overenskomst.

English translation:

According to the framework contract Article I.10:

With reference to the termination of the contract (60 days), we would request that the period should be amended to 4 months according to present Danish law.

Answer 3

In accordance with section 4 of the tender specifications, submission of a tender implies acceptance of the terms and conditions set out in the invitation to tender, in the tender specifications and in the draft framework contract attached to the latter.

The draft framework service contract and order form used for this tendering procedure are modelled on the templates provided by the European Commission, with specific adaptations necessary for the European Environment Agency, and comply with the requirements set in the financial rules applicable to the general budget of the European

Union and in other rules and guidelines applicable. The EEA shall therefore abide by the provisions set in the draft framework service contract and order form. Only in exceptional and duly justified circumstances may the EEA depart from the provisions set in the draft framework service contract and order form. Any such deviation would be assessed on a case by case basis and with due consideration of the services to be provided as specified in the relevant order form.

Question 4

Danish version:

I kontraktens § II.2.3

Det synes at være en uforholdsmæssig/uproportional stor risiko at Leverandøren skal påtage et ansvar i forbindelse med krav rejst af 3. mand overfor ordregiver uden begrænsning for størrelsen på et eventuelt krav og uden at ansvaret i øvrigt kan tilskrives Leverandøren som culpøst . Det foreslås at bestemmelsen omformuleres dels således at tabet skal kunne henføres til Leverandøren som culpøst dels at der indsættes et maksimum på størrelsen af det krav Leverandøren skal erstatte.

”Såfremt Leverandøren ved en culpøs handling og i forbindelse med udførelsen af sin Leverance under kontrakten har påført 3. mand en skade der medfører at 3. mand rejser et erstatningskrav overfor Ordregiver, friholder Leverandøren Ordregiver for et sådant krav. Leverandøren kan imidlertid aldrig blive ansvarlig for at erstatte krav på over DKK 5 millioner kr. pr. skade pr. år.”

English translation:

According to the framework service contract Article II.2.3:

It seems to be a disproportionate big risk that the service provider shall be liable in connection with a claim brought against the Agency by a third party without any limit as to the amount of the claim and disregarding the responsibility attributed to the service provider as negligent. We propose the Article to be rephrased in order to avoid that the loss or damage shall be negligent and a maximum amount to be included which the service provider is capable to substitute.

‘If the supplier due to a negligent act in connection with the performance of the contract has brought a third party damage or loss and, as a result, the third party claim a compensation against the Agency, the service provider is liable for the claim. However, the service provider can never be responsible for the claim over a maximum amount of DKK 5 000 000 per claim per year’.

Answer 4

Please refer to answer 3 above.

Question 5**Danish version:**

Er det i øvrigt muligt at få udbudsmaterialet på dansk?

English translation:

Is it possible to receive the call for tenders in Danish?

Answer 5

Please note that English is the EEA working language and the tender documents available on the EEA web site are only accessible in English: <http://www.eea.europa.eu/about-us/tenders/eea-ose-14-003-framework>.