



Procedure for submitting an offer for Tender EEA/TIE/00/003
Annex I

1. Tenders are to be submitted by **Monday 7 August 2000**
 - either by registered mail, posted not later than **Monday 7 August 2000** (postmark);
 - or by delivery (in person or by an authorised representative or private courier service) to Ove Caspersen, The European Environment Agency, Kongens Nytorv 6, DK-1050 Copenhagen K **not later than 16.00 on Monday 7 August 2000**, 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/TIE/00/003. 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: nine months from date of submission.
5. You will be informed whether or not your tender has been accepted.
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 consultant candidate(s) should be added

Framework agreement for Information Centre work for the EEA

1. Objective

To develop, streamline and maintain the Information Centre activities of the Agency.

An important part of EEA activities is to “*ensure that the public is properly informed about the state of the environment*”. This part of the Agency’s work is partly undertaken by the EEA Information Centre that was set up in 1996. The centre responds to external inquiries for environmental information, and also assists Agency staff with information research and retrieval.

The Agency aims at ensuring a high quality of all its products and services. In that connection, the Agency needs to engage outside contractors possessing specialised competence in a number of areas, including those covered by this call for tender.

2. Tasks

A. Staffing

The Information Centre has so far been manned by consultants on short-term contracts. Staffing might in the future be by a combination of regular EEA staff and consultants to help manage peaks in the workload and carry out development work. There is a need to undertake an analysis of the tasks at hand, the workload each of them represent, the professional profile required to deal with them and whether any of the Information Centre work can be outsourced to contractors.

B. Integration of services

The Information Centre is merely one of the ways in which the Agency tries to fulfil its legal obligation of ensuring that the public is informed. In addition, the Agency makes easy-to-read summaries of its main products, makes all material available on its website and works actively towards environmental journalists. There is now a need to get a better coordination between all these activities to avoid overlap and ensure that they pull in the same direction. In particular, the contractor is expected to analyse opportunities and limitations in integrating the Information Centre and the Agency’s web services.

C. Service development

While the Information Centre has so far to a considerable extent provided tailor-made responses to the inquiries received, there is a need to rationalise the work by developing a range of “standard responses” and a comprehensive list of Frequently Asked Questions. The contractor will be expected to contribute to this. Furthermore, the contractor will be expected to refine and develop the regular statistical overviews of clients’ requests and profiles, the procurement and subscription services and the information research and retrieval offered to EEA staff.

D. Enlargement

The Agency has presently 18 countries as members (EU15 + the EFTA-countries Norway, Iceland and Liechtenstein). The Central and Eastern-European countries are expected to join the EEA in the near future (starting with the first new members in 2001), bringing the membership to around 30 over the next few years. This enlargement will pose new challenges to the entire organisation, including the Information Centre. The contractor will in that connection be asked to analyse the implications of EEA enlargement on this part of the Agency’s activities, and devise ways of meeting this challenge.

3. Selection criteria

Tenderers must provide evidence of their 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 inscription in the VAT-register
- where applicable, references of inscription in the trade register
- CVs of key personnel
- record of similar work
- clarity of documentation and presentation

4. Awarding criteria

- experience in working with environmental issues
- experience in working in an EU-context and addressing an international audience
- contractor’s experience in information centre/library work and development
- qualifications as verified by CVs of the personnel who are to carry out the work

- cost per day for periods of *intra muros* work in Copenhagen
- cost per day for work carried out at the contractor's premises

5. Duration

The contract will be valid for a period of three years of up to 300 days per year maximum from the date of signature, extendible for another two years.

6. Place of work

Most of the work is expected to take place at the EEA premises in Copenhagen. Work may also be undertaken at the contractor's premises or at other European locations defined by the requirements of the individual tasks.

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

Annex IV

(Call for Tender EEA/TIE/00/003)

CONTRACT REF Nos. 3252/B.2000/EEA.xxxxxx

The European Environment Agency, hereinafter called “the Agency”, Kongens Nytorv 6,
1050 Copenhagen K, represented by Domingo Jimenez Beltran, Executive Director

on the one part and xxxxxxxxxxxxxx

hereinafter referred to as “the contractor”,

whose official address is:

xxxxxxxxxxxxxxxxxxx

VAT Nr : (DK: SE-nr.)

represented by xxxxxxxxxxxx, as authorized signatory of the other part

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 :

- To develop, streamline and maintain the Information Centre activities of the Agency. The programme of work is set out in Annex I which, with the other annexes, forms an integral part of the contract.

Article 2 - Duration

This contract is concluded for a period of three years from XXXX to XXXX, both dates inclusive, with possible renewal twice, each renewal being for a period of one year. Once that period has elapsed:

- no new Specific Agreements (or order forms) may be concluded;
- the provisions of the present Framework contract shall continue to apply to any Specific Agreements (or order forms) still in force until the date of their expiry.

Specific Agreements (or order forms) 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 this Framework Contract.

Article 3 - Payment conditions

Payments shall be made within 60 days of receipt of the invoice and shall be deemed to have been made on the date on which they are debited to the Agency's account. All payments will be done upon presentation of an invoice.

The Agency may, however, after giving notice to the Contractor, defer payment if the services covered by the request for payment are contested by the Agency or if the vouchers in support of the invoice are incomplete. Where payment is so deferred, the Agency shall not be liable to pay interest or indemnities of any kind.

All requests for payment shall be sent to the following address:

The European Environment Agency
To the attention of: The finance department
Kongens Nytorv 6
DK - 1050 Copenhagen

The Agency shall be bound to comply with payment periods only if requests for payment are presented at the above addresses.

The payments shall be made to

account no.
account holder
with
bank identification code (BIC code):

Article 4 - General conditions and applicable law

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 II to this contract, which the contractor hereby declares to have read and agreed to.
2. This contract shall be subject to Danish law.
3. The Agency and such persons whom are authorised for this purpose by the Executive Director shall be entitled to carry out audits and controls, have access to all books, documents, 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 5 - Non-performance or delayed performance

1. Of any of the obligations arising from this contract, and regardless of the consequences provided for under the law applicable thereto, the beneficiary shall forthwith inform the Agency, with the relevant details, of any event that is liable to prejudice or delay the performance of this contract. The parties concerned shall agree together on the measures to be taken.
2. If no agreement can be reached concerning the delayed performance or/and the non-performance by the beneficiary the Agency may automatically terminate the contract without recourse to any legal proceedings, where no action is taken by the beneficiary within one month of receiving formal notice by registered letter.
3. Furthermore, without prejudice to such termination, the Agency may require reimbursement of all or a 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, as well as the interest incurred on overdue payments at the rate in force on the exchange market in the country of the beneficiary or failing that, in Denmark, for three month's deposits in euros, starting the day when the amounts to be reimbursed were received by the beneficiary. The amount due shall be notified to the contractor by registered mail and reimbursed to the Agency within two months of the notification, failing which the rate of interest on the amounts to be reimbursed shall be raised by 2 % points.

Article 6 - Jurisdiction

Any dispute between the Agency and the contractor or any claim by one party against the other under this contract that cannot be settled by the contracting parties out of court, shall be brought before the Copenhagen courts.

Article 7 - Administrative provisions

1. Any amendment to this contract, the annexes thereto or the general terms and conditions applicable to contracts awarded by the European Environment Agency shall be the subject to a supplementary written agreement on the same terms as the contract; a verbal agreement shall not be binding on the contracting parties.
2. The reference number indicated on the first page of this contract as well as the subject of the contract mentioned in article 1 must be mentioned in all relevant reports. For all letters and financial documents with reference to the performance of this contract, only the reference number is compulsory.
3. Any communication with reference to the performance of this contract shall be in written form and shall be sent to the following address :

For the Agency:

EUROPEAN ENVIRONMENT AGENCY
Kongens Nytorv 6
DK - 1050 Copenhagen K

- For administrative and financial matters to the attention of:
Jef Maes
- For technical aspects only, to the attention of:

For the contractor, to the attention of :

Article 8 - Tax

1. The Agency shall, in respect of its financial interest in the contract, be 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 to the Headquarters Agreement between the European Environment Agency and the Government of Denmark of 17 August 1995.
2. The contractor *is* subject to VAT.
3. The VAT number of the European Environment Agency is: DK 18 13 98 39.

For the purposes of the application of Article 3 and 4 of the said Protocol, the Contractor shall comply with instructions of the Agency.

Article 9 - 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 European Environment Agency

Annex III Reimbursement of travel expenses

2. In case of conflict between dispositions of the annexes and those of the contract, dispositions of the contract will prevail.

Done at Copenhagen on XXXX in three copies, in the English language.

For the contractor:

For the Agency:

D. JIMENEZ-BELTRAN
Executive Director

**GENERAL TERMS & CONDITIONS APPLICABLE TO CONTRACTS
AWARDED
BY THE EUROPEAN ENVIRONMENT 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 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.

REIMBURSEMENT OF TRAVEL EXPENSES

The reimbursement of travel & 'per diem' expenses occasioned by a convocation of a Contractor to the European Environment Agency is paid in euro (EUR) at the rate of exchange in force against the euro (EUR) for the month in which the liquidation is effected (rate applied by the European Central Bank). All accounts must be in the currency in which they were paid.

a) Travel expenses

by train: First class fare (used ticket with claim),
 by air: Economy class where available (used ticket with claim),
 by car: The equivalent of first class rail fare.

b) Transfer of professional materials or non-accompanied luggage

Subject to prior approval by the Agency.

c) Daily allowance

The daily allowance is to include **all** expenses relating to:

- accommodation;
- meals;
- local transport including taxis.

NOTES:

Taxis are not chargeable.

For information only:

The current daily allowances are as follows (*)

Austria	:	EUR	89,42	Belgium	:	EUR
149,63						
Denmark	:	EUR	179,28	Finland	:	EUR
158,97						
France	:	EUR	130,29	Germany	:	EUR
127,10						
Greece	:	EUR	113,19	Ireland	:	EUR
165,20						
Italy	:	EUR	129,82	Luxembourg	:	EUR
143,48						

Netherlands	:	EUR	147,69	Portugal	:	EUR
			142,98			
Spain	:	EUR	141,30	Sweden	:	EUR
			158,97			
United Kingdom:		EUR	199,21			

(*) Rates are decreased with 25% when the mission exceeds 4 weeks.