



Dear Sir/Madam,

CALL FOR TENDER: EEA/ADM/01/002

Thank you for requesting specifications for the above call for tender. A framework contract for the running of the telecommunication services at the European Environment Agency.

We hereby invite you to submit an offer for the tasks in accordance with the procedure for submission outlined in Annex I attached, by September 4, 2001 to:

European Environment Agency
Att.: Domingo Zorrilla
Kongens Nytorv 6
DK-1050 Copenhagen
Denmark

In case you have any questions, please contact me by e-mail at domingo.zorrilla@eea.eu.int

Yours faithfully,

Domingo Zorrilla
Logistics Manager

Enclosures:	Annex I:	Procedure for submitting a Call for Tender
	Annex II:	Technical specifications
	Annex III:	Identification sheet
	Annex IV:	Framework contract (draft)
	Annex V:	General terms and conditions applicable to contracts

(N.B. Further information on the EEA and its products can be found on the EEA website:
<http://www.eea.eu.int>).

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**Procedure for submitting an offer for Tender EEA/ADM/01/002****Annex I**

1. Tenders are to be submitted by September 4, 2001
 - either by registered mail, posted not later than September 4, 2001 (postmark);
 - or by delivery (in person or by an authorised representative or private courier service) to The European Environment Agency, Att: Domingo Zorrilla, Kongens Nytorv 6, DK-1050 Copenhagen K, Denmark not later than 16:00 on September 4, 2001, 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/01/002. 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 date of submission.
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.
 - costs incurred during missions effected outside the principal place of performance of the contract at the express request and following prior authorization 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 1 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.

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**Operation of the European Environment Agency's telecommunication services****Technical specifications for open call for tender
EEA/ADM/01/002****1. Introduction**

The purpose of the contract is to operate the telecommunication systems of the European Environment Agency (hereinafter called the "AGENCY"), Kongens Nytorv 6, DK-1050, Copenhagen K, Denmark.

2. Purpose of the contract

The AGENCY is contracting out the operation of its telecommunication (phone, mobile phones, internet, phone books, purchase of mobile phones etc).

a. Definition

For the purpose of the contract, the expression "AGENCY staff" means all officials and other servants who come within the framework of the Staff Regulations and the Conditions of Employment of other servants but also other persons working for the AGENCY such as persons employed under private law contracts, experts on secondment from national civil services or trainees.

b. Performance of services

Operation of the European Environment Agency telecommunication starts January 1st, 2002.

Specification of services

- ISDN connection with 30 lines
- 200 extension numbers
- 3 analogue lines
- One ISDN line and one Internet subscription
- 27 mobile phone lines

3. The tender**a. Legally binding documents**

In drawing up the bid, the tenderer shall bear in mind the provisions of the Draft Contract and General Terms & Conditions Applicable to Contracts Awarded by The European Environment AGENCY attached to this invitation to tender.

b. Content of the tender

The tender shall contain all information and documents required by the authorizing department for evaluating the tender on the basis of the selection criteria set out in point (d) and the award criteria set out in point (e).

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The tender shall include prices for the following products:

- Telephone subscription (large ISDN)
- Telephone subscription (small ISDN)
- Domestic calls
- International calls
- Mobile phone calls
- Small internet connection
- 3 analogue connections
- Purchase of mobile phones
- Supply of phone books

c. Prices

Should the contractor award a discount to the Agency, this discount shall be based on fixed price lists made public to customers and, unless otherwise provided, it shall apply throughout the entire duration of the contract.

All invoices or other requests for payment shall indicate the contract number. They shall be sent to the Agency four times a year (every 3 month) at the address and for the attention of the contact person as referred above.

However, expenditures concerning new mobile phones and related services may be invoiced at any date, but only for amounts exceeding EUR 135.00.

Invoices shall mention all services as set out in point 2b of Annex II.

d. Selection criteria

Tenderers must provide evidence of their identity, financial and economic standing and 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 the inscription on the VAT-register;
- where applicable, references of the inscription on the trade register;

e. Award criteria

The contract will be awarded to the tenderer whose offer is the economically most advantageous taking account of:

- proven track record in timely delivery of high-quality work in similar areas,
- prices,
- considerations concerning environmental protection, such as policy with respect to raw material, resource use, disposal of waste, etc.

f. Period of validity of tenders

Tenders will lapse 6 months after the final date for receipt of tenders.

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Call for tender EEA/ADM/01/002

Annex III

Operation of the European Environment Agency's telecommunication

IDENTIFICATION SHEET

Company name: _____

Address: _____

Director: _____

Consultant(s): _____

VAT No: _____

Bank details:

Address: _____

Account No: _____

BIC code: _____

Signed by: _____

Company stamp:
(must be added)

**CALL FOR TENDER CONTRACT No EEA/ADM/01/002****DRAFT FRAMEWORK CONTRACT (HEREINAFTER "CONTRACT") FOR OPERATION OF THE EUROPEAN ENVIRONMENT AGENCY'S TELECOMMUNICATION**

The European Environment Agency, hereinafter called "the Agency", whose official address and contact person are:

- Kongens Nytorv 6, DK-1050 Copenhagen K, Denmark,
- [Name of the contact person]

which, for the purposes of the signature of this contract is represented by Mr. Domingo JIMÉNEZ-BELTRÁN, 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

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, and in accordance with the specific agreements/order forms concluded/placed for its execution, to perform the following tasks:

- Running of the telecommunication services at the Agency.

The detailed programme of work is set out in Annex II.

ARTICLE 2 - DURATION OF CONTRACT

1. This contract is concluded for an initial period of 36 months with effect from January 1, 2002.

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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 six 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 may be concluded,
 - b. The provisions of the contract shall continue to apply to any specific agreement still in force until the date of its expiry.
5. Specific agreements 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 (€) using the conversion rates published in the C series of the Official Journal of the European Communities on the day when the notice of invitation to tender was published (in the absence of notice, on the day when the invitation to tender was sent out). 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. Payments shall be made into the contractor's bank account whose references are mentioned above.

ARTICLE 4 - REVISION OF PRICES

Should the contractor award a discount to the Agency, this discount shall be based on fixed price lists made public to customers and, unless otherwise provided, it shall apply throughout the entire duration of the contract.

All invoices or other requests for payment shall indicate the contract number. They shall be sent to the Agency four times a year (every 3 month) at the address and for the attention of the contact person as referred above.

However, expenditures concerning new mobile phones and related services may be invoiced at any date, but only for amounts exceeding EUR 135,00 (€).

Invoices shall mention all services as set out in point 2b of Annex II.

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 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.

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2. Within 15 working days of the specific agreement being notified by the Agency, the contractor shall return it, duly signed and dated, thereby acknowledging receipt of this specific agreement and acceptance of the terms and conditions.
3. The specific agreement 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 under it.
2. Signature of the contract does not place the Agency under any obligation whatsoever to conclude specific agreements. 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 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 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 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 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 shall be in written form and indicate its number as well as its subject and

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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, 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 triplicate in English
In Copenhagen on

For the contractor:

For the Agency:

D. JIMÉNEZ-BELTRÁN
Executive Director

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Call for tender EEA/ADM/01/002

ANNEX V

**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.
- (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.

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 to the European Environment Agency 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 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.
- (3) 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.

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- (4) If the Contractor's staff is working in the Agency buildings, the contractor shall replace, immediately and without compensation, at the Agency's request any person considered undesirable by the latter.

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.

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.
- (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

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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 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 as referred 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 of 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 to the European Environment Agency shall not, without the prior and written 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

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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 – Payments

(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) **Where appropriate, invoices shall detail the dates and the number of hours or days of work 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 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 as stated by article 4 of the present contract 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 day 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 day payment period**

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as stated above shall start to run again upon fulfillment by the contractor of his obligations.

- (9) 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 – Audits and controls

- (1) 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 sum referred to in article 4 of the contract 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 European Environment Agency.
- (3) 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 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

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