

July 2001

Dear Sir/Madam,

**CALL FOR TENDER: EEA/ADM/001/01**

Thank you for requesting specifications for the above call for tender to contract an employment agency in order to have at disposal, for limited periods of time, personnel with different professional profiles (secretarial personnel, personal assistants, administrative assistants, service personnel).

We hereby invite you to submit an offer for the tasks described by **Friday 24 August 2001** to:

European Environment Agency  
Att.: Eugenia Karatari  
Kongens Nytorv 6  
DK-1050 Copenhagen  
Denmark

In case you have any questions, please contact Eugenia Karatari by e-mail at [eugenia.karatari@eea.eu.int](mailto:eugenia.karatari@eea.eu.int).

Yours faithfully,

Jef Maes  
Head of Administration

Enclosures: Annex I : Procedure for submitting a Call for Tender  
Annex II : Specifications  
Annex III : Identification sheet  
Annex IV : Draft General Contract  
Annex V : General terms and conditions applicable to contracts  
Annex VI : Order Form

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

### Procedure for submitting an offer for Tender EEA/ADM/001/01

1. Tenders are to be submitted by **Friday 24 August 2001**
  - either by registered mail, posted not later than **Friday 24 August 2001** (postmark);
  - or by delivery (in person or by an authorised representative or private courier service) to Eugenia Karatari, The European Environment Agency, Kongens Nytorv 6, DK-1050 Copenhagen K **not later than 16.00 on Friday 24 August 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/001/01. 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 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 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 (see Identification Sheet)
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.

**CALL FOR TENDER EEA/ADM/001/01**

**PERSONNEL PLACED AT THE DISPOSAL OF THE EUROPEAN ENVIRONMENT  
AGENCY BY EMPLOYMENT AGENCY**

**SPECIFICATIONS**

The Agency foresees the need to contract an employment agency in order to have at its disposal, for limited periods of time, personnel with professional profiles as described below.

**1. DESCRIPTION OF PROFESSIONAL PROFILES**

**1.1 Secretarial personnel**

To carry out normal secretarial tasks such as word processing (Microsoft Office), organization of meetings and official travel, filing etc.  
Languages: Written and spoken English and Danish. Other EU languages an asset.  
Education: Lower secondary education with diploma.

**1.2 Personal assistants**

Secretarial work for staff at director and manager level.  
Languages: Written and spoken English and Danish. Other EU languages an asset.  
Education: Lower secondary education with diploma.

**1.3 Administrative Assistants**

Administrative work in administrative, financial, logistic and information center areas.  
Languages: Written and spoken English and Danish. Other EU languages an asset.  
Education: Upper secondary education with diploma.

**1.4 Service personnel**

Telephonist/receptionist.  
Manual work as messenger or maintenance staff.  
Languages: Written and spoken English and Danish.  
Education: Proof of completed compulsory education.

## **2. WORKING HOURS**

Personnel engaged for a limited time period are subject to the full-time working hours in force at the Agency.

Normal working hours are 07.30 hours per day, and cannot exceed 37.30 hours per week.

According to the needs of the Agency, the personnel can be requested to work special and supplementary working hours.

## **3. REMUNERATION**

The Contractor shall offer a price per normal and supplementary working hours including all charges relative to social security contributions, taxes etc in accordance with current Danish legislation.

The invoice shall be calculated prorata of hours actually worked at the Agency by each person.

Only supplementary hours requested by the Agency will be remunerated.

Remuneration during periods of absence due to illness or accident shall be borne entirely by the Contractor.

## **4. ABSENCES**

The prorata of the annual leave will be included in the price tariff per hour received by the temporary personnel. Leave is limited to 3 days per month, and is not remunerated.

In case of incapacity to work, the temporary personnel shall notify both the Agency and the Contractor as from the morning of the first day of absence.

In case of incapacity to work owing to illness or accident, conditions shall be in accordance with current Danish legislation.

## **5. PROCEDURES**

Unless otherwise indicated, the Contractor shall, no later than 5 days from the receipt of a duly signed order form similar to the form attached at annex III, submit CV:s of at least three candidates corresponding to the profile of personnel requested in accordance with Article 1.

## **6. CONFIDENTIALITY**

The personnel placed at the disposal of the Agency by a temporary personnel agency shall undertake not to make use of and not to divulge to third parties any facts, information, knowledge, documents or other matters communicated to them or brought to their attention during the performance of the work at the Agency or any matter arising therefrom. They shall continue to be bound by this undertaking after the expiry of the work period at the Agency.

Call for tender EEA/ADM/001/01

**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 EEA/ADM/001/01

GENERAL CONTRACT

CONTRACT REF.

**The European Environment Agency**, hereinafter called “the Agency”,  
whose official address is Kongens Nytorv 6, DK-1050 Copenhagen K,  
Denmark,

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

1. In the framework of this contract, the contractor hereby undertakes to supply temporary personnel, as defined in Annex 1, pursuant of the terms of this contract and in accordance with the orders placed by the Agency.
2. The contract lays down the basic conditions for placing orders. Signature of the contract does not place the Agency under any obligation whatsoever to place such orders. It does not confer on the contractor any exclusive right to supply the services referred to above.

## **ARTICLE 2 - DURATION OF CONTRACT**

1. This contract is concluded for an initial period of one year with effect from the date on which it is signed.
2. It is subject to tacit renewal on a yearly basis. It may be terminated by either of the parties by sending the other party a registered letter no later than three 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 order may be placed,
  - b. The provisions of the contract shall continue to apply as long as the period of assignment of the personnel placed at the disposal of the Agency has not come to expiry.

## **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 as referred above, for the attention of the Administration and Finance Department.
4. Payments shall be made into the Contractor's bank account whose references are mentioned above.

## **ARTICLE 4 - REVISION OF PRICES**

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.

The adjustment shall be determined by the trend in consumer prices in the country of origin of the services offered, 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, Series B – Short-term trends, ECU-EMS Information).



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<sub>o</sub> is the price in the original tender;
- I<sub>o</sub> is the consumer price index for the country of origin of the services offered for the month in which the validity of the tender expires, 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, Series B – Short-term trends, ECU-EMS Information);
- I is the index for the month corresponding to the date of receipt of the letter requesting a revision of prices.

## **ARTICLE 5 - PERFORMANCE PROCEDURES**

### 1. Order

Whenever the Agency wishes services to be supplied in accordance with Article 1, it shall send an order to the Contractor specifying the terms.

### 2. Acceptance

Within two working days of the order being sent by the Agency, the Contractor shall return a copy of the order, duly signed and dated, thereby acknowledging receipt of the order and acceptance of the terms.

The order takes effect as from the date it has been signed by both parties.

### 3. Conformity

The Contractor undertakes to supply only temporary personnel who match the specifications laid out in Annex I to this contract.

## **ARTICLE 6 - GENERAL CONDITIONS**

1. The Contractor commits to comply with applicable laws, especially labour and social security laws.
2. 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 by the specifications (Annex II).

3. Acceptance of this contract and orders resulting from it implies that the Contractor waives all other terms of business.

### **ARTICLE 7 – ADMINISTRATIVE PROVISIONS**

All relevant communication concerning the performance of this contract shall indicate its number as well as its subject and shall be in written form and sent to the address of the contracting party as mentioned above.

### **ARTICLE 8 – 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 9 - 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 provisions of the contract and those of the annexes, the provisions of the contract shall take precedence.

Done in triplicate in English  
In Copenhagen on .....

For the contractor:

For the Agency:

D. JIMÉNEZ-BELTRÁN  
Executive Director

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

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**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.
- (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 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 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 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.
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**CALL FOR TENDER EEA/ADM/001/01**

**ORDER FORM**

**EMPLOYMENT AGENCY PERSONNEL**

**Description of profile:**

- Secretarial personnel
- Personal assistant
- Administrative Assistant
- Service personnel

**Date of taking up duty:**.....

**Date of termination of duty:**.....

**Signature responsible manager/officer  
European Environment Agency:**

.....

**Date:**.....

**Signature Contractor:**

.....

**Date of order confirmation:**.....

## CALL FOR TENDER EEA/ADM/001/01

### PERSONNEL PLACED AT THE DISPOSAL OF THE EUROPEAN ENVIRONMENT AGENCY BY EMPLOYMENT AGENCY

#### Open Procedure

##### 1. Awarding authority and place of delivery

The European Environment Agency, Kongens Nytorv 6, DK-1050 Copenhagen K, Denmark, Telephone + 45 33 36 71 00, Telefax + 45 33 36 72 94.

2. **Award procedure** : Open call for tender no. EEA/ADM/001/01.

##### 3. Purpose

Contract an employment agency in order to have at disposal, for limited periods of time, personnel with different professional profiles (secretarial personnel, personal assistants, administrative assistants, service personnel).

##### 4. Contract details

The selected company will be awarded a framework contract for an initial period of one year, subject to tacit renewal on a yearly basis and the total duration not exceeding five consecutive years.

##### 5. Request for specifications

- (a) Detailed specifications of the work to be undertaken can be obtained by e-mail from [Eugenia.Karatari@eea.eu.int](mailto:Eugenia.Karatari@eea.eu.int) or by fax + 45 33 36 72 94. The specifications are also available on the Internet at the following location : <http://org.eea.int/tenders>. Written requests can also be sent to Eugenia Karatari, Administration & Finance, European Environment Agency, Kongens Nytorv 6, DK-1050 Copenhagen K, Denmark.
- (b) Deadline for request of specifications is 37 days from the date of publication of the call for tender in the Official Journal of the European Communities.
- (c) The specifications are dispatched free of charge.

##### 6. Submission of tenders

- (a) Languages in which the tenders must be drawn up : one of the 13 official languages of the European Environment Agency (the 11 official European Community languages, plus Norwegian and Icelandic).

- (b) Deadline : Offers must be received 52 calendar days or on the first working day after, following the publication of this call for tender in the Official Journal of the European Communities.

Tenderers will be required to comply fully with the invitation to tender.

**7. Opening of tenders**

Officials from the European Environment Agency and EEA's Financial Controller are authorised to be present at the opening.

**8. Prices and terms**

Prices shall be expressed in EUR and shall not be affected by any changes in the rate of the EUR against other currencies.

Submission of tender implies acceptance of the terms specified in the EEA's "General terms and conditions applicable to contracts" in all matters not governed by this invitation to tender and waiver your company's own terms or business.

**9. 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
- record of similar work.

**10. Award criteria**

- the hourly rates offered for temporary staff with the required skills and experience
- documented evidence of company's expertise in the area

**11. Date of dispatch of the notice : 22 June 2001**

**12. Date of receipt by the Office of the Official Publications of the European Communities :**