



TENDER SPECIFICATIONS
Interim staff for the European Environment Agency
Call for Tenders EEA/ADS/06/003

1. PURPOSE AND CONTEXT OF THE CONTRACT

The European Environment 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.

2. DESCRIPTION OF PROFESSIONAL PROFILES

2.1 Secretarial Personnel

- Bilingual/multilingual secretary

Tasks

Interim staff will be called upon to carry out the duties as listed below. Note that this list is not exhaustive, it is purely indicative of the type of assignments likely to arise:

- Drafting and editing of texts;
- Organization of meetings and official travel;
- Filing and other general secretarial tasks.

Qualifications:

- Education: A minimum of lower secondary education with diploma;
- Excellent knowledge of Microsoft Office;
- Languages: Written and spoken English. Other official EU languages would be an asset ¹.

2.2 Administrative Assistants

- Bilingual/multilingual staff to work in the
 - a) administrative/financial
 - b) information centre areas.

¹The 20 official languages of the European Community are French, English, German, Dutch, Portuguese, Italian, Spanish, Swedish, Finnish, Danish, Polish, Slovak, Slovene, Lithuanian, Latvian, Estonian, Maltese, Greek, Hungarian, Czech.

Tasks

Interim staff will be called upon to carry out the duties as listed below. Note that this list is not exhaustive, it is purely indicative of the type of assignments likely to arise:

Administrative/financial assistant

- Knowledge and experience in basic administrative work;
- Good sense for figures and calculations;
- Checking invoices and bank details;
- Calculation of costs, drawing up payments;
- Filing, reporting and other general administrative tasks.

Qualifications:

- Education: A minimum of lower secondary education with diploma;
- Conversant with Microsoft Office (Outlook, Excel, Word);
- Familiarity in working with different IT applications;
- Languages: Very good written knowledge of English both written and spoken.

Assistants in the Information Centre of the Agency

- Public enquiry processing;
- Participation in awareness raising events for the public;
- Online Information searches;
- Library tasks.

Qualifications:

- Education: A minimum of upper secondary education with diploma;
- Conversant with Microsoft Office;
- Languages: Written and spoken English plus at least one additional EU language¹;
- Knowledge of environmental issues.

2.3 Service Personnel

- a. Bilingual/multilingual telephonist/receptionist
- b. Messenger

Tasks

Interim staff will be called upon to carry out the duties as listed below. Note that this list is not exhaustive, it is purely indicative of the type of assignments likely to arise:

> a) Bilingual/multilingual telephonist/receptionist

- To operate the Agency's switchboard;
- Receive and register visitors at the Agency;
- Registration in database of staff absences;
- Handling of outgoing mailings.

Qualifications:

- Education: Completed compulsory school education with diploma;
- Conversant with Microsoft Office;
- Languages: Written and spoken English and Danish. Other official EU languages would be an asset ¹.

> **b) Messenger**

- Technical support for building maintenance and logistics;
- Moving files and supplies, small and large quantities;
- Posting Intranet announcements from Logistics;
- Back-up of reception services.

Qualifications:

- Education: Completed compulsory school education with diploma;
- MS Office skills an asset but not a requirement;
- Ability to communicate orally in English and Danish.

The interim staff supplied to the EEA will be assigned to the EEA offices on Kongens Nytorv in Copenhagen.

The Contractor will ensure that the interim staff which it proposes to the EEA possesses the necessary professional qualifications for the duties to be carried out. Interim staff will also be nationals of one of the 32 Member Countries of EEA² unless, in exceptional cases, the EEA agrees otherwise and no suitable EU/EEA candidate is available.

For each interim staff member, a trial period of three to five working days will apply.

3. WORKING HOURS

The normal working week is 37.5 hours, i.e. 7.5 hours per day. The services provided by the interim staff member will be agreed between the interim staff member and his/her superior. A minimum lunch break of at least 30 minutes shall be held. The normal lunch break period is held at any time between 12.00H to 14.00H.

Overtime hours above a weekly total of 37.5 hours, are not authorised unless the EEA specifically requests supplementary working hours. Supplementary hours will be requested only in exceptional circumstances.

²The member countries of EEA are : The Member States of the European Union, (Austria, Belgium, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Poland, Portugal, Slovakia, Slovenia, Spain, Sweden, The Netherlands, UK) + Bulgaria, Iceland, Liechtenstein, Norway, Romania, Switzerland, Turkey.

4. EEA HOLIDAYS

The EEA closes on a number of days during the year, which do not necessarily correspond to Danish public holidays.

The following days are normally EEA holidays:

- 2 January
- Maundy Thursday
- Good Friday
- Easter Monday
- Labour Day
- 9 May - Anniversary of the Schuman Declaration
- Store Bededag
- Ascension Day
- Day after Ascension Day
- Whit Monday
- Day before St. Hans Day
- All Saints' Day
- All Souls' Day
- Christmas Eve to New Year's Day inclusive.

These days may vary from year to year.

The Contractor is required to pay its interim staff members working at the EEA for all of these days, as long as they are in an assignment with the EEA at that time. For the Christmas period of closure, staff members may only be paid if they have been on assignment with the EEA since 1 December of that year.

5. INVOICING

The Contractor shall submit time sheets once per week. It shall be indicated who will sign on behalf of the Contractor and who will sign for EEA. Once per month, the Contractor shall submit an invoice specifying all the services rendered per interim staff during the month immediately preceding the month in which the invoice is submitted. The invoice must be accompanied by copies of the relevant signed time sheets for the interim staff concerned. The Contractor is kindly requested to submit a draft invoice together with the tender.

6. PROCEDURES

Upon request, and within 2 working days thereafter, the Contractor shall submit the CVs of at least 3 candidates corresponding to the profiles of personnel requested, in accordance with the profiles as described at the beginning of this technical specification. Once a candidate has been selected an order form will be issued.

7. CONFIDENTIALITY

Interim staff 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 thereof . They will be requested to sign a confidentiality clause and shall continue to be bound by this undertaking after the expiry of their work period in the Agency.

8. DURATION OF THE CONTRACT

The successful tenderer will be offered a framework contract for a period of maximum four years. On the basis of this framework contract, order forms will be issued detailing the subject, duration, price and implementing conditions.

9. VOLUME OF THE CONTRACT

The estimative yearly budget for the requested services is EUR 300,000.

10. PRICE

Prices shall be fixed and not subject to revision for implementation during the first year of duration of the Contract.

From the beginning of the second year of duration of the Contract, each price may be revised upwards or downwards each year, where such revision is requested by one of the contracting parties by registered letter no later than three months before the anniversary of the date on which it was signed. The Agency shall purchase on the basis of the prices in force on the date on which orders or specific contracts are signed. Such prices shall not be subject to revision.

This revision shall be determined by the trend in the harmonised consumer price index EEAICP published for the first time by the Office for Official Publications of the European Communities in the Eurostat Database <http://epp.eurostat.cec.eu.int/> (Theme 2 - Economy and Finance; Prices; HICP – Harmonized Indices of Consumer Prices; HMIDX – Monthly data (index 2005=100), COICOP - CP00).

Revision shall be calculated in accordance with the following formula:

$$Pr = Po \left(0,2 + 0,8 \frac{Ir}{Io} \right)$$

where:

- Pr = revised price;
- Po = price in the original tender;
- Io = index for the month in which the validity of the tender expires
- Ir = index for the month corresponding to the date of receipt of the letter requesting a revision of prices

The European Environment Agency is exempt from all charges, taxes and dues, 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; such charges may not therefore be included in the calculation of the price quoted; the VAT amount must be indicated separately.

Prices shall be all-inclusive and expressed in **EURO**.

Out of the total value of the contract, we estimate the needs of Agency to represent:

- 85% Secretarial Personnel
- 10% Administrative Assistants
- 5% Service Personnel.
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The tenderer should present the financial offer in the format of Annex 3, quoting hourly rates and overtime rates for the three categories of personnel, and calculate the average hourly rate according to the formula presented.

The costs incurred in preparing and submitting tenders are borne by the tenderers and cannot be reimbursed.

Travel time and costs incurred during the journey to the EEA offices are not reimbursed to either interim staff or contractors.

NOTE: tenderers must include in their prices all charges relative to social security contributions, insurance, sick pay, holiday pay, child's first sick day etc **in accordance with all requirements under current national legislation**. The prorata of the annual leave must be included in the price tariff per hour received by the interim staff. Annual leave will be agreed between the interim staff and the immediate superior in respect of the work requirements and is not remunerated.

The invoice shall be calculated prorata of hours actually worked at the Agency by each interim staff. Only supplementary hours requested by the Agency will be remunerated. Remuneration during periods of sick leave or accident shall be borne entirely by the Contractor. In case of incapacity to work owing to illness or accident, the interim staff shall inform both the Contractor and the Agency as from the morning of the first day of incapacity.

11. CRITERIA

(i) Exclusion Criteria

Candidates or tenderers shall be excluded from participation in a procurement procedure if:

- (a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) they have been convicted of an offence concerning their professional conduct by a judgment which has the force of res judicata;
- (c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- (d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;

- (e) they have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- (f) they have been convicted for an environmental offence in the exercise of the profession;
- (g) following another procurement procedure or grant award procedure financed by the Community budget, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.

Candidates or tenderers must certify that they are not in one of the situations listed above. The tenderer shall provide an auto-declaration, preferably made on oath before a judicial or administrative authority, a notary or a competent professional or trade body by a person competent to do so on behalf of the tenderer, which states that none of the grounds for exclusion apply to the tenderer (See Annex 1). N.B. additional evidence may be requested at a later stage prior to signature of the contract.

Contracts may not be awarded to candidates or tenderers who, during the procurement procedure:

- (a) are subject to a conflict of interest;
- (b) are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the contract procedure or fail to supply this information.

(ii) Selection Criteria

(a) Legal status

The tenderer is requested to prove that he is authorised to perform the contract under national law, as evidenced by inclusion in a trade or professional register, or a sworn declaration or certificate, membership of a specific organisation, express authorisation, or entry in the VAT register.

The tenderer should also provide an identification sheet (Annex 2) duly filled out and signed.

(b) Financial capacity

Evidence of economic and financial capacity shall be furnished **by one or more** of the following documents:

- appropriate statements from banks or evidence of professional risk indemnity insurance.
- the presentation of balance sheets or extracts from balance sheets for at least the last two years for which accounts have been closed, where publication of the balance sheet is required under the company law of the country in which the economic operator is established.
- a statement of overall turnover for the last three financial years.

If, for some exceptional reason, which the contracting authority considers, justified, the tenderer or candidate is unable to provide the references requested by the contracting authority, he may prove his economic and financial capacity by any other means which the contracting authority considers appropriate.

(c) **Technical capacity**

The evidence of the technical and professional capacity should be furnished on the basis of the following documents:

- the educational and professional qualifications of the service provider and/or those of the firm's managerial staff and, in particular, those of the person or persons responsible for providing the services (CVs of the proposed staff);
- a list of the principal services provided in the past three years, with the sums, dates and recipients, public or private
- an indication of the proportion of the contract which the service provider may intend to subcontract.

(iii) **Award Criteria**

The contract will be awarded to the tender with the best price-quality ratio, taking into account the following criteria:

1. **quality:** the tenderer shall explain his/her methods of assessing the professional qualifications of the interim staff he/she will propose. Sample CV's for the 3 categories of staff required are to be submitted: 35%;
2. **contract management:** the tenderer shall describe how he/she will ensure that requests from the contractor are responded to within the time limits and shall submit a model invoice: 20%;
3. **environmental policy:** the tenderer shall describe the environmental policy of the company or present evidence of environmental management measures: 10%
4. **price³:** 35%

12. ENVIRONMENTAL CONSIDERATIONS

The EEA runs a certified environmental management system (EMAS) and aims to minimise the environmental impact of all its activities, including those carried out under contract. The successful tenderer will, therefore, be requested to consider the EEA environmental management guidelines in their work, in particular those relating to business travel, paper and energy consumption. Further information on the EMAS system can be found on the EEA homepage: <http://org.eea.europa.eu/documents/emas>

Moreover, we strongly recommend the tenderers to submit the tenders in an environmentally friendly way, as following:

- Only material mentioned in the technical specifications attached (no additional material);
- Printed on both sides of paper;

³ For the price, the points will be awarded using the following formula:
Price = (lowest average rate / average rate of the tender being considered) x 35%

- Without plastic folders or binders;
- With consecutive page numbering and with a list of contents.

13. GENERAL COMMENTS

The tender must comprise:

- A technical offer containing the description of expertise and approach to be used in the work for the EEA
- A financial offer indicating the hourly fees for the three categories of staff, as per Annex 3.
- Declaration on Exclusion Criteria
- Documents proving the Legal Status
- Documents proving the Financial and Technical Capacity

Tenders from consortiums of firms or groups of service providers must specify the role, qualifications and experience of each of the members or of the group.

Declaration on exclusion and documents on selection criteria must be supplied by each member of the consortiums of firms or groups of service providers submitting a single tender.