

Agency for Support for BEREC
Call for tenders BEREC/2021/03/OT
Provision of interim workers services to the Agency
for Support for BEREC (BEREC Office)
Open procedure

TENDER SPECIFICATIONS
Part 2: Technical specifications

30 March 2021

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1. Subject of this call for tenders

The services that are the subject of this call for tender, including any minimum requirements, are described in detail in the document *Tender specifications – part 2: Technical specifications*, hereafter referred to as *Technical specifications*.

Variants (alternatives to the model solution described in the tender specifications) are not allowed. The *Contracting authority* will disregard any variants described in a tender.

2. Background and objectives

The objective of this call for tenders is the conclusion of a framework contract in cascade with up to 3 (three) contractors for the provision of interim workers services to the BEREC Office. The overall objective of the framework contract(s) is to provide the BEREC Office with the necessary interim workers services in a timely fashion and in line with the profiles requested. The BEREC Office may need interim workers as a complement to its staff under the following, indicative but not limited, circumstances:

- a. Temporary replacement of BEREC Office staff member(s) in the event of (long-term) absences or leave;
- b. Periods of heavy workload, which require additional workforce for a fixed period of time;
- c. Specific projects and/or tasks, to be performed on a temporary basis, which require specific competences.

The contractor must apply to the interim workers the applicable Latvian social and labour legislation provisions in force, it being understood that the provision of interim personnel to the BEREC Office shall in no way lead to an employment relationship between the interim workers and the BEREC Office. The contractor undertakes to comply with all applicable legislative and regulatory provisions in force in Latvia, notably but not limited to the areas of social security, health and safety, pension contributions and labour and tax legislation.

3. Detailed characteristics of the purchase

3.1. Duration of assignment

The length of assignment of interim workers may vary, based on the specific needs of the Agency and the required service.

Interim workers services may also be requested for short periods of 1-5 days.

3.2. Description of job requirements

In addition to the minimum educational requirements indicated in Table 1 (interim worker profiles and requirements), the obligatory requirements for all interim workers are:

- i. Must be nationals (i.e. identity card and/or passport holders) of an EEA Member State (an EU Member State, Norway, Iceland or Liechtenstein)
- ii. Must have appropriate knowledge of English (at least level B2 of the Common

European Framework of Reference for Languages (CEFR) or equivalent) due to the fact that the Agency's working language is English.¹

The BEREC Office may request interim workers for a variety of activities within the job categories as laid out in Table 1. The following profiles are **not exhaustive**, but serve as an indication of the type of assignments likely to be requested by the BEREC Office:

Table 1 – Interim worker profiles and requirements		
Interim worker category	Profiles/tasks	Minimum requirements per category
Category II – Technical Assistants	<ul style="list-style-type: none"> • Organisation of meetings • Information dissemination • Data input • Document management • Filing and archiving • Day to day correspondence and calendar management • Other technical assistance tasks 	Post-secondary education attested by a diploma or secondary education attested by a diploma giving access to post-secondary education and appropriate professional experience of at least three years.
Category III – Assistants	Providing assistance in areas of: <ul style="list-style-type: none"> • Human Resources Management • Communication • IT Helpdesk • Finance and Accounting • Legal and Procurement • Telecommunications • Coordination 	
Category IV – (Support) Officers	Administrative, advisory, BEREC related support and equivalent technical tasks in areas of: <ul style="list-style-type: none"> • Human Resources Management • Communication • Internal control, audit, risk, management • IT projects • Budget and Finance • Legal and Procurement • Telecommunications • Project/Programme Management • Coordination 	Completed university studies of at least three years attested by diploma.

¹ [Management Committee Decision on the working language regime at the BEREC Office](#)

3.3. Place of performance of services

In principle, the services have to be performed at the BEREC Office premises. In duly justified cases, interim workers might be requested to provide support at BEREC Office activities within the territory of Latvia.

Interim workers may benefit from the teleworking arrangements (working from home) that are applicable to the Agency's staff.²

Interim workers might also be requested to provide services outside Latvia. In this case, the BEREC Office will reimburse the costs related to the travel, accommodation and daily subsistence allowances as detailed in the Framework Contract.

Invoices for the reimbursement of the abovementioned expenses must be accompanied by all the supporting documents for the costs incurred: hotel invoices, flight tickets and a brief report of the tasks performed while abroad.

The contractor shall ensure the insurance coverage for the travelling interim worker. It is the responsibility of the contractor to cover all required insurance costs for the travel, as well as to arrange any advance payments to the interim worker if deemed necessary.

3.4. Working hours and time

The working time conditions of the BEREC Office staff shall be applicable to the interim workers, with a focus on the interest of the service.

The duration of a regular working week is 40 hours, 8 hours per day, from Monday to Friday.

The interim workers shall work according to the BEREC Office public holiday calendar, which differs from the Latvian public holiday calendar to a certain extent.³ The BEREC Office has between 17 and 19 public holiday days per year. The public holiday calendar will be published on the Agency's website before the beginning of each year.

The contractor is responsible for paying for the work during national holidays which do not coincide with BEREC Office public holidays, sick leave, annual leave, and any other type of paid absence.

The BEREC Office may exceptionally require interim workers to work more than 8 hours per day (overtime), during weekends, and during BEREC Office public holidays. In such cases, the BEREC Office will pay a double hourly rate. Such extraordinary working time arrangements shall be priorly agreed on in writing between the contractor and the Agency's entity in charge of HR.

The BEREC Office's Units to which the interim workers will be assigned will control the hours worked and will be responsible for the signature of the timesheets before a final check is performed by the contract manager and the Agency's entity in charge of HR.

3.5. Remuneration of interim workers

Under the terms of Article 5, Paragraph 1 of Directive 2008/104/EC of the European Parliament and of the Council of 19 November 2008 on temporary agency work⁴, the basic

² [Management Committee Decision on the implementation of telework in the BEREC Office](#)

³ [BEREC Office Public Holidays for 2021](#)

⁴ [Directive 2008/104/EC](#)

working and employment conditions of temporary agency workers shall be, for the duration of their assignment at a user undertaking, at least those that would apply if they had been recruited directly by that undertaking to occupy the same job. 'The basic working and employment conditions' means the working and employment conditions laid down by legislation, regulations, administrative provisions, collective agreements and/or any other binding general provisions in force in the user undertaking relating to the duration of working time, overtime, breaks, rest periods, night work, holidays, public holidays, and pay.

The BEREC Office will determine the category (II, III or IV) of each position based on the nature and the importance of the functions that are to be performed.

3.6. Compliance with applicable environmental, social and labour law obligations

The tenderer is required to comply with the provisions of the applicable environmental, social and labour law obligations established by Union law, national law, collective agreements or the applicable international social and environmental conventions listed in Annex X to Directive 2014/24/EU.

3.7. Occupational risk prevention

Before any interim worker is made available to the BEREC Office, the contractor must have provided him or her with training in occupational risk prevention.

The contractor shall undertake, for the duration of the contract, to comply with Latvian legislation on the health and safety of workers in the workplace and any rules established by the BEREC Office on health and safety at work. The BEREC Office reserves the right to terminate the contract unilaterally if it becomes aware that the contractor is not complying with the obligations imposed by Latvian law on the health and safety of workers in the workplace and also any rules established by the BEREC Office on health and safety at work that apply to its own workers in compliance with EU law.

The BEREC Office may impose, at the contractor's expense and without the need for any request to be made, any measures it considers appropriate to guarantee the health and safety of the contractor's workers if the contractor fails to comply with health and safety rules.

The contractor undertakes to inform the BEREC Office in writing, as quickly as possible, of any occupational accident suffered by its workers during the performance of the services covered by this contract. It shall enclose a report stating the causes of the accident and explaining whether the measures laid down in the applicable law on the subject were adopted to avoid it.

3.8. Personal Data Protection

The tenderer is required to comply with the provisions of EU data protection legislation and shall provide sufficient guarantees to implement appropriate technical and organisational measures in such a manner that processing of personal data will meet the requirements of the respective EU and national legislation.

3.9. Price revision of hourly rates

The gross hourly rate to be paid to the interim workers in each category is fixed in Annex I-B (Financial Offer form) and may not change throughout the duration of the FWC.

4. Compliance with the minimum requirements of the technical specifications

By submitting a tender, a tenderer commits to perform the contract in full compliance with the terms and conditions of the procurement documents for this call for tender. Particular attention is drawn to the minimum requirements specified in point 3 of these technical specifications.

The minimum requirements shall be observed throughout the entire duration of the contract. Compliance with these requirements is mandatory and cannot be subject to any assumptions, limitations, conditions, or reservations on the part of a tenderer. Tenders that are not compliant with the applicable minimum requirements shall be rejected.

5. Implementation of the Framework Contract

5.1. Issuance of specific contracts

A specific contract is a contract by which an interim worker is made available by the contractor to the BEREC Office. Only the specific contract shall give rise to payment entitlements. The model specific contract is annexed as Annex III of the Framework Contract.

Below, the process for ordering the services and signature of a specific contract is described step by step.

Step	Deadline	Description
Step 1: BEREC Office request for interim worker services	N/A	The initial request for interim workers from the BEREC Office will be made via e-mail. The request will contain: <ul style="list-style-type: none">• job requirements (optionally including necessary qualifications and past work experience etc.);• description of the tasks that are expected to be performed by the interim worker;• indicative contract duration;• envisaged start date;• deadline for submission of pool of candidates;
Step 2: Acceptance of the request for service	2 working days from receipt of the request for service	Within 2 working days of a request sent by the BEREC Office to the contractor, the contractor shall inform the BEREC Office whether it intends to accept the request, and to sign the specific contract. If no positive reply is received by the contracting authority by the deadline, the BEREC Office will submit the same request to the next contractor

Step	Deadline	Description
		<p>in the cascade.</p> <p>By accepting the request, contractor agrees to meet the deadline for submitting the pool of candidates by the deadline indicated in the request for service (See step 3).</p>
Step 3: Offer of a pool of candidates	<p>Specified in the request for service:</p> <p>For an urgent request: maximum 3 working days;</p> <p>For a non-urgent request: between 5 and 15 working days.</p>	<p>Upon acceptance of the request for service, the contractor will be required to identify suitable candidates.</p> <p>The contractor must present candidates that match the requirements that are laid out in the request for service.</p> <p>The contractor must ensure that the candidates possess the necessary professional qualifications for the duties to be carried out.</p> <p>By the deadline laid down in the request for service, the contractor must submit a <u>minimum of 3 and a maximum of 5 candidates</u> in case of a non-urgent request of service.</p> <p>For an urgent request for service, the contractor must submit <u>a minimum of 1 and a maximum of 3 candidates.</u></p> <p>In both cases, the candidate must meet the requirements listed in the request for service.</p> <p>Upon request from the BEREK Office, the contractor shall rank the candidates on the basis of their suitability. As a minimum requirement, the contractor is required to submit a Curriculum Vitae (CV), preferably using the EUROPASS CV format.</p> <p>Unsolicited applications by the contractor are not permitted. They must refrain from submitting candidates CVs unless they have received a request from the BEREK Office.</p>
Step 4: Interviews and/or tests with selected candidates	1-3 working days	<p>Following an initial assessment by, and upon request of the BEREK Office, candidates must be available for interviews and/or tests within 1 to 3 working days. The interviews may be requested to take place physically at the BEREK Office premises or virtually, by video-conference or phone.</p>

Step	Deadline	Description
Step 5: Selection	Estimated 1-2 weeks	<p>The quality of the candidates offered will be assessed on the basis of the suitability of the candidates for the profile based on the requirements and knowledge set out in the request for service.⁵</p> <p>The BEREC Office is not obliged to select a candidate and reserves right to reject all proposed candidates if they are not considered suitable.</p> <p>The specific contract will be sent to the contractor once a suitable candidate has been selected by the BEREC Office.</p>
Step 6: Signature of the specific contract	3 working days	<p>Once a candidate has been selected for the job, the specific contract will be drawn up based on the model form (Annex III of the Framework Contract) between the contractor and the BEREC Office.</p> <p>Additionally the following documents may be requested by the BEREC Office:</p> <ul style="list-style-type: none"> • Information on the risk specific to the job to be carried out, duly signed by the worker; • Evidence of training in occupational risk prevention held by the worker, duly signed by the worker; • Conflict of interest and Confidentiality declaration duly signed by the candidate who will provide the service. • Any other document justified by the interest of the service.

Throughout the selection process, the contractor must work in close and regular cooperation with the assigned BEREC Office staff. The contractor shall work in its own capacity and responsibility and does not represent the BEREC Office.

5.2. Trial period

For each interim worker, a minimum trial period of 10 working days will apply. During the trial period, the BEREC Office reserves the right to request replacement of the interim worker if deemed necessary at no additional cost. In such cases, the contractor shall provide a

⁵ If no suitable candidate is identified after the interviews, the BEREC Office will request to the second contractor in cascade to submit candidates and the procedure will start with the second contractor. The same applies if the second contractor also fails to submit a suitable candidate, and the cascade will apply to the third contractor of the Framework Contract.

replacement solution upon BEREC Office's request at the latest 3 working day of the BEREC Office notification. The contractor shall submit to BEREC Office the CV's of potential replacements and, once a candidate has been selected by the BEREC Office, the contractor must make the replacement available within a maximum of three working days.

5.3. Ensuring service continuity

Interim workers who are in a situation of temporary incapacity must notify both the contractor and the BEREC Office of their unavailability in the first hours of the first day of absence. In case of illness they are bound to provide a corresponding certificate of an authorised medical practitioner to the contractor.

Interim workers in a situation of temporary incapacity will continue to receive their salary as laid down in the legislation. The contractor shall be responsible for any additional costs such as sick leave and annual leave compensation.

When it is estimated that the incapacity will last 10 working days or more, the BEREC Office may request a replacement to be made available. From the moment the contractor becomes aware that the situation of incapacity is estimated to be 10 working days or more, and upon request of the BEREC Office, the contractor will be allowed a maximum of five working days to submit CVs of three potential replacements with the required qualifications and experience. Once a candidate has been selected by the BEREC Office, the contractor must make him or her available within a maximum of three working days. Any such replacement will not lead to any additional costs for the BEREC Office.

5.4. Payment

Invoices under specific contracts shall be issued for each month of services delivered under a specific contract and payments shall be carried out according to the relevant provisions of the Framework Contract. Invoices shall be accompanied by timesheets.

As a minimum, invoices shall be submitted with the following supporting documents:

- A copy of the interim workers timesheet, approved in advance by the relevant BEREC Office staff members (supervisor and contract manager);
- In case of an end of contract which is not followed by a new specific contract for services of the same nature, or changes in the interim worker providing the service: a detailed handover file, approved by the BEREC Office before the departure of the interim worker.

5.5. Performance indicators and quality performance review

Quality performance review will be conducted throughout the implementation of the contract. Upon request of the BEREC Office, one monitoring meeting per year may be held with the purpose of discussing the performance indicators and reviewing the quality of the performance of the delivery of the services.

The deliverables will be primarily assessed based on:

- Quality of the work provided by the selected interim worker;
- Response time and overall effectiveness of communication with the contractor's designated contact point;

- Quality of the management of planned and unplanned absences of the interim workers;
- Management of financial and payment modalities (i.e. if invoices are issued on time, are correct and are accompanied by all the necessary supporting documents).

BEREC Office will communicate to the contractor whenever the delivered services do not meet its quality expectations, upon which the contractor shall apply immediate corrective actions. The outcome of the corrective actions will be assessed within a reasonable time agreed between the contractual parties.