

CALL FOR OPEN TENDER

№ 2013-BEREC-OT-03

**Provision of Interim Support Workers Services
for the BEREC Office**

TENDER SPECIFICATIONS

December 17, 2013

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PART 1: TECHNICAL DESCRIPTION OF THE SERVICES

1.1. CONTEXT

The Body of European Regulators for Electronic Communications (BEREC) was established by Regulation (EC) No 1211/2009¹ of the European Parliament and of the Council of 25 November 2009, as part of the Telecom Reform package. It replaced the European Regulators Group for electronic communications networks and services which was established as an advisory group to the Commission in 2002. The BEREC Office is based in Riga, Latvia.

The BEREC contributes to the development and better functioning of the internal market for electronic communications networks and services. It does so, by aiming to ensure a consistent application of the EU regulatory framework and by aiming to promote an effective internal market in telecoms sector, in order to bring even greater benefits to consumers and businesses alike.

Furthermore, the BEREC assists the Commission and the national regulatory authorities (NRAs) in implementing the EU regulatory framework for electronic communications, to give advice on request and on its own initiative to the European institutions and to complement at European level the regulatory tasks performed at national level by the regulatory authorities.

NRAs and the Commission have to take utmost account of any opinion, recommendation, guidelines, advice or regulatory best practice adopted by the BEREC.

In particular the EREC is requested to:

- develop and disseminate among NRAs regulatory best practices, such as common approaches, methodologies or guidelines on the implementation of the EU regulatory framework;
- on request, provide assistance to NRAs on regulatory issues;
- deliver opinions on the draft decisions, recommendations and guidelines of the Commission as specified in the regulatory framework;
- issue reports and provide advice, upon a reasoned request of the Commission or on its own initiative, and deliver opinions to the European Parliament and the Council, when needed, on any matter within its competence;
- on request, assist the European Parliament, the Council, the Commission and the NRAs in relations, discussions and exchanges of views with third parties; and assist the Commission and NRAs in the dissemination of regulatory best practices to third parties.

Additional information about the BEREC Office is available on: <http://berec.europa.eu/>.

1.2. OBJECTIVES

The BEREC Office has launched this open tender procedure to be able to tackle unexpected turn-overs through short term workers with maximum 6 (six) month contracts. This is based on the 2012 experience, where the BEREC Office had several positions that were not filled in timely and some vacant post caused due to unexpected turn-overs. In 2012 this situation increased the workload and responsibilities of current staff members that created significant overcharge of work and slow budget implementation. Therefore interim replacements are to be implemented to assist in administrative tasks.²

The purpose of this tender is to draw up a Multiple Framework Contract in Cascade (Framework Contract) with maximum 3 (three) contractors for the provision of interim support workers services. Signature of Framework Contract(s) does not bind the BEREC Office to order a particular volume of services. The BEREC Office reserves the right to adjust the volume according to its needs. Under no

¹ REGULATION (EC) No 1211/2009 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 25 November 2009 establishing the Body of European Regulators for Electronic Communications (BEREC) and the Office, <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2009:337:0001:0010:EN:PDF>

² In accordance to BEREC Office Multi-Annual Staff Policy Plan 2014-2016.

circumstances may the contractor demand that a minimum level of services be performed. Only the signature of each specific contract may give rise to payments.

This tender is not divided in lots.

1.3. SCOPE OF SERVICES

1.3.1. Description of services

The BEREC Office is seeking to conclude a Framework Contract(s) for the provision of interim support workers services.

The BEREC Office may need interim support workers as a complement to its statutory staff, under the following circumstances (indicative but not limited):

- replacement of the BEREC Office staff member(s) in the event of long-term illness, maternity leave, parental or family leave, other long-term absences, and any other entitled leaves;
- periods of heavy workload, which require an additional workforce for a fixed period of time;
- specific projects and/or tasks, to be performed on a temporary basis, which require specific competences which are not available within the BEREC Office;
- assisting different events, meetings and workshops, organized by the BEREC Office;
- receptions and welcoming events.

The overall objective of the Framework Contract(s) is to provide the BEREC Office with the necessary interim support workers in a timely fashion and in line with the profiles requested.

1.3.2. Description of job requirements

The BEREC Office may need to call on the services of temporary employment agencies that will work in this capacity and are duly authorized to run their businesses in the Republic of Latvia, to cover the further described temporary job requirements.

The BEREC Office might request interim support workers in variety of activities within 4 (four) job categories. The following profiles are not exhaustive, they are indicative of the type of assignments likely to arise:

| Interim workers category | Profiles | Minimum educational requirements |
|--|--|---|
| Category I Technical support level | Support in the areas of: <ul style="list-style-type: none"> ▪ Reception and switchboard; ▪ Driver; ▪ Handyman; ▪ Other facility tasks. | Completed compulsory education and appropriate professional experience of one year. |
| Category II Technical assistant level | Support in the areas of: <ul style="list-style-type: none"> ▪ Organization of meetings and events; ▪ Clerical and secretarial support; ▪ Information and dissemination; ▪ Document management, filing and archiving; ▪ Data input; ▪ IT and logistics technical support. | Secondary education attested by a diploma giving access to postsecondary education and appropriate professional experience of one year. |
| Category III Assistant level | Support in the areas of: <ul style="list-style-type: none"> ▪ Human Resources; ▪ Administration; ▪ IT help desk and/or Web; ▪ Communication; ▪ Finance, Procurement and/or Legal. | Post-secondary education attested by a diploma OR Secondary education attested by a diploma giving access to postsecondary education and appropriate professional experience of two years. |

| Interim workers category | Profiles | Minimum educational requirements |
|--|---|--|
| Category IV Administrator level | Organization and coordination in the areas of: <ul style="list-style-type: none"> ▪ Project Management; ▪ IT programming and/or Web; ▪ Communication; ▪ Administration; ▪ Human Resources; ▪ Finance, Procurement and/or Legal. | Completed university studies of at least three years attested by a diploma and appropriate professional experience of at least one year. |

In addition to the minimum requirements, the interim support workers will be requested to have a very good command of English both written and oral (minimum C1 level of the Common European Framework of Reference for Languages). English is the working language of the Office. For specific activities, the knowledge of other European Union languages might also be required.

For category II to IV, computer literacy and in particular a good knowledge of MS Outlook, MS Office and Internet are requested.

Specific training and experience: to be defined for each specific job and within the limits mentioned in the table.

Additional profiles may be requested if the BEREC Office considers it necessary during the implementation of the Framework Contract(s) and its specific contracts.

By requesting interim support workers, the BEREC Office will define the job description for the assignment, the skills and qualifications required, and the expected timeframe (starting date and duration – maximum 6 month per each specific contract).

1.3.3. Place of performance of services

The services have to be performed at the BEREC Office premises. In exceptional cases interim workers might be requested to participate in the activities of the BEREC Office within the territory of Latvia.

1.3.4. Working hours

Working hours for interim workers shall be the same as those in force at the BEREC Office and in line with the Staff Regulations.³ If the Staff Regulations are changed, the working hours of the interim workers will be changed accordingly.

According to the needs of the service, interim support workers may be subject to special working hours appropriate to the functions they perform. Normal duration of the working week is 40 hours, i.e 8 hours per day from Monday to Friday. The default working time is from 8:30 to 12:30 and from 13:30 to 17:30, which is subject to change. Lunch break does not count into working hours and is not paid by the BEREC Office.

Working at the BEREC Office, interim support workers shall work subject to the BEREC Office holiday's calendar, which differs from the Latvian public holiday calendar to a certain extent. The Office has from 17 to 19 holiday days per year. For 2014 year there are 18 holiday days (see Annex 12).

The BEREC Office's Unit where the interim workers will be attributed will check the hours worked and will be responsible of the signature of the time sheets, on the basis of which the invoices should be prepared. This will be responsibility of each Head of Unit or the respective administrative manager.

1.3.5. 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 working and employment

³ http://ec.europa.eu/civil_service/docs/toc100_en.pdf

⁴ <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2008:327:0009:01:EN:HTML>

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 working and employment conditions laid down by legislation, regulations, administrative provisions, collective agreements and/or other binding general provisions in force in the user undertaking relating to the duration of working time, overtime, breaks, rest periods, night work, holidays and public holidays and pay.⁵ Under the terms of Article 7 Paragraph 4 of Latvian Labour Law⁶, it is the duty of the work placement service as the employer to ensure the same working conditions and apply the same employment regulations to an employee who has been appointed for a specified time to perform work in the undertaking of the recipient of the work placement service as would be ensured and applied to an employee if employment legal relationships between the employee and the recipient of the work placement service had been established directly and the employee was to perform the same work. The working conditions and employment regulations shall apply inter alia to work remuneration. The remuneration of interim support workers to be applied is the European Union institution contractual agent remuneration scale applicable under the terms of Conditions of Employment of Other Servants of the European Communities (Annex 10 shows a summary table of the remuneration applicable in 2013 with effect from 1 July 2010).

The BEREC Office will determine the category of each position based on the nature and importance of the functions, while the level based on the specific professional experience must be accredited by the temporary employment agency in the same way as in the rules applied when allocating a level to contractual agents. The hourly rate will be obtained by dividing the annual remuneration for the corresponding contractual agent⁷ level by number of working hours per year. (For instance, there are 1944 working hours in 2013 that are calculated after subtracting holidays and public holidays⁸).

The following table indicates the gross remuneration of the BEREC Office interim support workers in force for 2013, which is subject to update (upwards/downwards) each year⁹:

| Category | Level (grade) | Experience | EUR / hour (gross) for 2013 |
|------------------|---------------|--------------------|-----------------------------|
| Group I | 1 | - | 8.47 |
| Group II | 4 | up to 7 years | 8.80 |
| | 5 | more than 7 years | 9.95 |
| Group III | 8 | up to 7 years | 11.26 |
| | 9 | more than 7 years | 12.75 |
| | 10 | more than 15 years | 14.42 |
| Group IV | 13 | up to 7 years | 14.42 |
| | 14 | more than 7 years | 16.32 |
| | 16 | more than 20 years | 20.89 |

This gross hourly rate must be broken down, on the pay slip of the interim support worker, into the payment items. The contractor must be able to justify, at any time and upon the request of the BEREC Office or the interim support worker, that the gross monthly payment shown on the pay slip or, if appropriate, the total gross remuneration paid throughout the contract by an interim support worker is consistent with the gross hourly rate. The BEREC Office will not pay any fees for holidays, thus holiday payments are not responsibility of the BEREC Office.

1.3.6. Situation of temporary incapacity of interim workers

Interim support worker who is in a situation of temporary incapacity due to illness must notify both the contractor and the BEREC Office, of their unavailability on the first day of absence. In case of illness they are bound to provide a corresponding doctor's note. Workers in a situation of temporary incapacity will continue to receive their salary as laid down in the legislation. The contractor will be responsible for paying the salary without any repercussions on the invoicing.

⁵ Article 3 Paragraph 1 (f) of the Directive 2008/104/EC of the European Parliament and of the Council of 19 November 2008 on temporary agency work

⁶ Labour Law. Published on "Latvijas Vēstnesis", 105 (2492), 06.07.2001., "Ziņotājs", 15, 09.08.2001.

⁷ Salary scale of EU body contractual agents applicable to the BEREC Office which is subject for update each year as of 1 January. For info, see Annex 10 (for 2013).

⁸ See Annex 11. List of the BEREC Office public holidays for the year 2013 (for info).

⁹ The gross remuneration of the BEREC Office interim support staff for 2014 is not yet available.

When it is estimated that the incapacity will last 10 (ten) days or more, the contractor must make a replacement available to the BEREC Office. From the moment when it becomes aware of these circumstances, the contractor will be allowed a maximum term of 5 (five) working days to submit to the BEREC Office CVs of 3 (three) potential replacements with the required qualifications and experience, and, once a candidate has been chosen by the BEREC Office, the contractor must make him or her available within a maximum of 3 (three) working days. Any such replacement will not involve any additional cost to the BEREC Office.

In case of incapacity due to personal or professional contingencies, the contractor is obliged to provide a competent replacement person. For such replacements the same selection procedure and deadlines shall apply. Any such replacement will not involve any additional costs to the BEREC Office.

1.3.7. Personal data

Performance of the Framework Contract(s) covered by this tender procedure will require the processing of personal data (in particular, the data of interim support workers) by the contractor(s). When processing this data, the awarded contractor(s) is bound to observe scrupulously Latvian law (Personal Data Protection Law¹⁰) adopted in application of Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (OJ L 281 of 23.11.1995.).

The processing of personal data by the BEREC Office for the purpose of implementing this procurement procedure is subject to Regulation (EC) No. 45/2001. The Privacy statement – the BEREC Office Policy document on Processing of personal data within the implementation of the Public Procurement Procedures organized by the BEREC Office can be found on the BEREC Office website.¹¹

1.3.8. Occupational risk prevention

Before any worker is made available to the BEREC Office, the contractor must have provided him or her with training in occupational risk prevention. Certificates providing evidence of this training, duly signed by the contractor, must be submitted by the temporary employment agency worker when he or she starts work.

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.

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 in force within the BEREC Office. The contractor shall not dispute the appropriateness of these measures. In particular, it may not refuse to be held liable for the costs incurred for whatever reason. The BEREC Office is entitled to stop the service immediately if it deems this to be necessary.

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.

¹⁰ Personal Data Protection Law. Published on "Latvijas Vēstnesis", 123/124 (2034/2035), 06.04.2000., "Ziņotājs", 9, 04.05.2000.

¹¹ http://berec.europa.eu/eng/document_register/subject_matter/berec_office/public_procurement_procedures/?doc=2451

1.4. FRAMEWORK CONTRACT

1.4.1. Implementation of Framework Contract in cascade

A Multiple Framework Service Contract (Framework Contract) in cascade is designed to set the legal, financial, technical and administrative terms governing relations between the contracting parties during the duration of the contract.

A Framework Contract in cascade is a frame whereby similar contracts based on the draft model contract attached are concluded separately between the BEREC Office and a number of service providers (up to 3) by order of priority and to which the BEREC Office will propose the signature of specific contracts, following the order of selection. Details of the functioning of the cascade system and the signature of specific contracts are detailed below.

Signature of Framework Contract does not commit the BEREC Office to sign specific contracts and does not give the contractor(s) any exclusive rights to the services covered by the Framework Contract. Only services requested under specific contracts may give rise to payments.

In any case, the BEREC Office reserves the right, at any time during the Framework Contract, to cease signing specific contracts without the contractors thereby having the right to any compensation.

1.4.2. Duration of Framework Contract

Duration of the Framework Contract shall be **12 (twelve months)** and is subject to the provisions of Article I.2.3 of the Framework Contract. Framework Contract may be renewed up to 3 (three) times, each time for an additional period of 12 (twelve) months. The total duration of the Framework Contract shall not exceed 48 (forty eight) months.

1.4.3. Size of Framework Contract

The estimated Framework Contract value for the initial duration of 12 (twelve) months, without this being binding for the BEREC Office, is EUR 128 000 (one hundred twenty eight thousand euro), excluding VAT, and the estimated total amount is of **EUR 512 000** (five hundred twelve thousand euro), excluding VAT, **for the maximum duration of the Framework Contract**, all renewals included (representing the maximum amount for 48 months). This maximum value is estimated taking into account the payments to be made by the BEREC Office to all (up to 3) contractors during the maximum duration of the Framework Contract. The estimated date for signature of the Framework Contract is middle of 2014.

1.4.4. Number of selection procedures

Request for interim support workers can occur at any given time throughout implementation of the Framework Contract. The estimated indicative number of selection procedures, which the selected contractor(s) will need to carry out during the contract period, not taking into account replacements in case of 'force majeure' or other reasons for the replacement request from the BEREC Office, combined for all interim support workers categories, is up to 20 selection procedures per each 12 months of Framework Contract duration.

1.4.5. Signature of specific contracts

The specific contract is the contract by which the interim support workers is made available by the selected contractor(s) to the BEREC Office. Only specific contract shall give rise to payment entitlements. The Model specific contract is attached as Annex III of the Framework Contract. The maximum period of specific contract is 6 (six) months. The award of the specific contract is detailed below.

a. Candidate requests (Step 1)

The initial request for interim support workers from the BEREC Office will be made by e-mail to the contractor's e-mail address specified in Article I.6 of the Framework Contract. This will contain the job requirements for the position to be filled, estimated duration, training requirements, experience etc., and the maximum term for submission of documents for each candidate (maximum of 30 (thirty) calendar days, depending on the type of profile). As a minimum requirement, these documents must include

Curriculum Vitae (CV) using the EUROPASS CV format. The CV format can be downloaded from: <http://europass.cedefop.europa.eu/en/documents/curriculum-vitae>. Within 2 (two) working days of a request sent by the BEREC Office to the contractor, the contractor shall inform the BEREC Office whether contractor intends to submit a specific tender (offer). If no positive contractor's reply is received, the BEREC Office will request the same to the next contractors in cascade.

On receipt of a positive contractor's reply to submit a specific tender (offer), the contractor will be required to identify suitable candidates. The contractor may advertise the requested profile(s), using media adverts, newspapers, websites, and/or online job portals. The contractor must present candidates that match the requested profile description. The contractor must ensure that the interim support worker possesses the necessary professional qualifications for the duties to be carried out.

By the deadline laid down in the request form (maximum 30 (thirty) calendar days, but especially mentioned in the request), the contractor must submit a minimum of 3 (three) and a maximum of 5 (five) candidates who meet the stated job requirements, indicated in order of priority.

Unsolicited applications by the contractor are not permitted. They must refrain from submitting candidates unless they have received a request from the BEREC Office.

The contractor must work in close and regular cooperation with responsible Units of the BEREC Office. The contractor works under his capacity and responsibility and does not represent the BEREC Office.

b. Selection of worker and award of specific contract (step 2)

The BEREC Office will notify the contractor of the names of the candidates that the BEREC Office wish to interview and the dates and times of the interviews, based on information received from the contractor. The candidates must be available for interviews at the BEREC Office premises within a short notice (minimum 1 (one) working day and maximum 3 (three) working days).

The quality of the candidates offered will be assessed, checking CVs in the interviews and the suitability of the candidates for the profile, requirements and knowledge set out in the request. If no suitable candidate is considered after the interviews, the BEREC Office will request to the second contractor 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. The BEREC Office is not obligated to select a candidate and reserves right to reject all proposed candidates if they do not meet requirements.

The specific contract will be awarded once a suitable candidate has been selected by the BEREC Office and the possibility of incorporation has been decided. The selection of the candidates, based on the CV, the tests and the interviews, will be done by a panel on the basis of the requirements predefined in the request submitted by the BEREC Office. The candidate who will be awarded more points by the panel will be selected. When none of the candidates is considered suitable in accordance with the minimum requirements previously defined, and after informing the contractor of the reasons for the rejection, the cascade mechanism should apply.

c. Signature of specific contract (step 3)

Once a person has been selected for the job, the BEREC Office and the contractor will agree on the salary scale that should be applicable to the BEREC Office for the particular workers category, and 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, containing the appropriate legal rules. Additionally the following documents can be requested by the BEREC Office:

- 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;
- secrecy undertaking sheet, duly signed by the person who will provide the service.

Two copies of this documentation shall be sent to the BEREC Office at the latest 2 (two) days prior the worker is supposed to take up duties.

Within 5 (five) working days of a specific contract being sent by the BEREC Office to the contractor, the BEREC Office shall receive it back, duly signed and dated. In the event of failure to observe this deadline, the contractor shall be considered unavailable.

Once the specific contract has been signed by both parties, it will be considered a firm order and will determine the start of contractual obligations. A worker cannot begin work at his or her new workplace until the specific contract between the BEREC Office and the contractor has been signed by both parties.

Candidates proposed must be available at the start of the assignment and also be able to work at the BEREC Office premises, for the required period.

1.4.6. Duration of specific contract

The duration of the specific contract will be determined in the specific contract with a maximum duration of 6 (six) months.

1.4.7. Responsibilities of interim workers service provider (contractor)

The contractor shall:

- perform with high level of professionalism, human resources competence, and good service manner. The contractor must ensure that any worker performing under the contract has the professional qualifications and experience;
- comply with all the relevant Latvian labour legislation, taxes, health insurance, social and pension contributions;
- ensure that interim worker follows and obeys the internal regulations and rules of the BEREC Office, is acknowledged with job description and any additional requirements, which may be applicable to the interim worker;
- be responsible for mandatory medical check-ups for the interim workers;
- ensure the fulfillment of all legal and financial obligations towards the interim workers. The BEREC Office may not under any circumstances be considered the interim worker's employer;
- be able to communicate in a timely manner. The contractor shall nominate a contact person. The contractor's response time shall not exceed 1 (one) working day;
- possess good command of English language (C1 level). English shall be used throughout the implementation of the contract for all communication, reports and other documentation;
- be in touch with the BEREC Office on any interim workers issues;
- give at least 1 (one) month's notice to the BEREC Office of any change in the contractor's team, i.e. contact person, responsible person for signature of the specific contracts etc.;
- to have an office in Riga, Latvia.

1.4.8. Estimated timetable

| | Date | Comments |
|--|---|--|
| Dispatch of the Contract notice for publication to the OJ EU | 17/12/2013 | |
| Deadline for sending a request for clarification to the BEREC Office | 11/03/2014 | |
| Last date on which the BEREC Office may issue a clarification | 13/03/2014 | |
| Deadline for submission of offers | 18/03/2014 in case of hand-delivery 17:00 local time | Offers may be submitted by registered mail, by private courier service or delivered by hand at the BEREC Office. |
| Opening of tenders | 02/04/2014 at 11:00 local time | The BEREC Office premises, Riga, Latvia |
| Date for evaluation of offers | April 2014 | Estimated, actual depends on the number of offers received |

| | Date | Comments |
|--|-------------|-----------------|
| Award Decision and Notification of award to the selected tenderer and others | 12/05/2014 | Estimated |
| Deadline for appeal | +14 days | Estimated |
| Signature of Contracts | June 2014 | Estimated |
| Commencement date of activities | July 2014 | Estimated |

PART 2: ADMINISTRATIVE DETAILS

1. ELIGIBILITY REQUIREMENTS

The present tender documents are drawn up in respect of the Decision MC (10) 44 of the Management Committee of the BEREC Office on the financial regulation applicable to the BEREC Office¹² and the Financial Regulation (EU, Euratom) No 966/2012 of the European Parliament and the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002, as well the Commission Delegated Regulation (EU) No 1268/2012 of 29 October 2012 on the rules of application of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union, hereinafter referred to as the Financial Regulation.

Participation in the BEREC Office's procurement procedure is open on equal terms to all natural and legal persons or groupings of such persons (consortia) coming within the scope of the Treaties. It includes all natural and legal persons established in the European Union.

Pursuant to Article 119 of the general Financial Regulation the participation is also open to all natural and legal persons from a third country which has a special agreement with the European Union in the field of public procurement on the conditions laid down in that agreement. The BEREC Office can therefore accept tenders from and sign contracts with tenderers from 34 countries, namely: the 28 EU Member States, 3 European Economic Area (EEA) Countries (Lichtenstein, Norway, Iceland) and 4 Stabilization and Associations Agreements (SAA) Countries (FYROM, Albania, Montenegro and Serbia).

ADMISSIBILITY OF TENDERS

All the requirements related to the submission and opening of the tenders are detailed in the invitation to tender (see Sections 2, 4 and 8 of the Invitation to open tender) including:

- Address and deadline for submission of the tender;
- Presentation of the offer and Packaging;
- Opening of the Tenders.

2. ADMINISTRATIVE REQUIREMENTS

A tenderer may consider submitting a tender as a single entity or decide to collaborate with other service providers to present a tender: either by submitting a joint tender or through subcontracting. Tenders may also combine both approaches. Whichever type of bid is chosen, the tender must stipulate the legal status and role of each legal entity in the tender proposed.

2.1. Different ways to submit a tender

Options 1 to 4 below describe the different ways to submit a tender. Please make sure all required documents and evidences are submitted with your tender. (Please refer to the checklist in Annex 7.)

Option 1: Submission by **one tenderer: Private / Public entity / Individual**.

Option 2: Submission by **partners** as defined under Part 2 Section 2.2. below.
One must be designated as **lead partner/contractor**.

Option 3: Submission by one tenderer **with subcontractors** as defined under Part 2 Section 2.2. below.

Option 4: Submission by partners (one must be designated as lead partner/contractor) **with subcontractors** as defined under Part 2 Section 2.2. below.

¹²http://berec.europa.eu/eng/document_register/subject_matter/berec_office/decisions_of_the_management_committee/318-decision-of-the-berec-office-mc-on-the-financial-regulation-applicable-to-the-berec-office-in-conformity-with-the-framework-financial-regulation-for-the-bodies-referred-to-in-article-185-of-council-regulation-ec-euratom-no-16052002-of-25-june-2002-on-the-financial-regulation-applicable-to-the-general-budget-of-the-european-union

The tender must include a Cover letter (Annex 8) presenting the name of the tenderer (including all entities in case of joint offer as well as their roles) and identified subcontractors, if applicable.

2.2. Joint tenders and subcontracting

2.2.1. Joint tenders

In case of a joint tender submitted by a group of tenderers, these latter will be regarded as **partners**. If awarded the contract, they will have an equal standing towards the BEREC Office in the execution of the contract.

The partnership may take the form of:

- a **new legal entity** which will sign the contract with the BEREC Office in case of award
or
- a group of partners not constituting a new legal entity, who via a **Power of Attorney (Annex 5)**, signed by an authorised representative of each partner (except the lead partner), designate one of the partners as lead partner, and mandate him as lead contractor to sign the contract with the BEREC Office in case of award.

In both cases, all partners shall be considered as tenderers and shall **assume joint and several liability towards the BEREC Office for the performance of the contract**.

2.2.2. Subcontracting

Subcontracting is a situation where a contract is to be established between the BEREC Office and a service provider (the tenderer) and where this service provider, in order to carry out the contract, enters into legal commitments with other legal entities for performing part of the tasks foreseen in the contract.

The tenderer submitting the tender, if awarded the contract, shall become the sole contractor and shall assume **full liability toward the BEREC Office for the performance of the contract as a whole**. The other service providers will be regarded as subcontractors.

Subcontracting is subject to the provisions of Article II.7 of the Framework Contract annexed to the Invitation to Open Tender.

2.3. Identification of the tenderer - List of Forms & Evidences Required

For options 1/2/3/4 (Section 2.1 of Part 2): Documents to be provided by the single tenderer or lead partner:

- Annex 1: Administrative Identification form (ORIGINAL filled in and signed by (an) authorized representative(s)).
- Annex 2: Legal Entities form¹³ (ORIGINAL filled in, signed by (an) authorized representative(s), and supported by relevant evidences according to the entity concerned, i.e. private/public/individual).

Economic operators already registered as a legal entity in the BEREC Office's files (i.e. they are or have been contractors of the BEREC Office) are not obliged to provide a new form, on the condition that they confirm that no change in the information already provided has occurred. In case of doubt, we recommend submitting a new form.

- Annex 3: Financial Identification form¹⁴ (ORIGINAL filled in according to the instructions contained in this form).

If the corresponding bank account of economic operators is already registered in the BEREC Office's files they are not obliged to provide a new form, on the condition that they confirm that

¹³ A standard template in each EU language is available at http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm

¹⁴ A standard template in each EU language is available http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm

no change in the information already provided has occurred. In case of doubt, we recommend submitting a new form.

- Annex 4: Declaration of honour Exclusion Criteria and absence of conflict of interest (ORIGINAL filled in and signed by (an) authorized representative(s)).
- Legible photocopy of the statutes (Articles of Association) of the legal entity (for public/private entities).
- Legible photocopy of the notice of **appointment of the persons authorized to represent the tenderer** in dealings with third parties and in legal proceedings, or a copy of the publication of such appointment if the legislation which applies to the legal entity concerned requires such publication. Any delegation of this authorization to another representative not indicated in the official appointment must be evidenced.

For options 2 and 4 (Section 2.1 of Part 2): documents to be provided by each partner, except the lead partner

- Annex 1: Administrative Identification form (ORIGINAL filled in and signed by (an) authorized representative(s)).
- Annex 2: Legal Entities form¹⁵ (ORIGINAL filled in, signed by (an) authorized representative(s), and supported by relevant evidences according to the entity concerned, i.e. private/public/individual).

Economic operators already registered as a legal entity in the BEREC Office's files (i.e. they are or have been contractors of the BEREC Office) are not obliged to provide a new form, on the condition that they confirm that no change in the information already provided has occurred. In case of doubt, we recommend submitting a new form.

- Annex 4: Declaration of honour Exclusion Criteria and absence of conflict of interest (ORIGINAL filled in and signed by (an) authorized representative(s)).
- Annex 5: Power of Attorney (ORIGINAL filled in and signed by (an) authorized representative(s) of each partner).
- Legible photocopy of the statutes (Articles of Association) of the legal entity (for public/private entities).
- Legible photocopy of the notice of **appointment of the persons authorized to represent the tenderer** in dealings with third parties and in legal proceedings, or a copy of the publication of such appointment if the legislation which applies to the legal entity concerned requires such publication. Any delegation of this authorization to another representative not indicated in the official appointment must be evidenced.

For options 3 and 4 (Section 2.1 of Part 2): Documents to be provided by each subcontractor:

- Annex 1: Administrative Identification form (ORIGINAL filled in and signed by (an) authorized representative(s)).
- Annex 4: Declaration of honour Exclusion Criteria and absence of conflict of interest (ORIGINAL filled in and signed by (an) authorized representative(s)).
- Annex 6a: Letter of intent for each sub-contractor (ORIGINAL signed by (an) authorized representative(s)) to confirm their willingness and availability to perform the tasks.

Individual external experts, not part of the tenderer's staff, foreseen to execute a part of the work are also to be considered subcontractors. Individual external experts will have to provide only the Letter of intent for external experts in Annex 6b (ORIGINAL).

3. SIGNATURE OF THE TENDER

The signature of the single tenderer's or lead partner's authorized representative or representatives (preferably in blue ink) on the Administrative Identification form (**Annex 1**) will be considered as the signature of the tender, binding the single tenderer or the group of partners to the terms included in the tender.

¹⁵ A standard template in each EU language is available at http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm

4. LAYOUT OF THE TENDER

All tenders must be clear, complete and consistent with all the requirements laid down in the tendering documents and **presented in 3 sections** as follows:

4.1. Administrative section

The documentary evidence required in accordance with Part 2 Section 2, Section 3, Section 5.1.3 and Section 5.2 of the Tender Specifications must be included in the administrative section of the tender. **Tenders not including the necessary evidence may be rejected.** The BEREC Office reserves the right, however, to request clarification or additional evidence in relation to the exclusion and selection stages after the opening within a time limit stipulated in its request and in the conditions explained in Section 3 of the Invitation to Open Tender.

4.2. Technical section

This section must address all the requirements laid down in Part 1 “Technical description of the services”. Information included here will be used to conduct the qualitative assessment of the tenders on the basis of the technical award criteria listed in Part 2 Section 5.3.1 below. The BEREC Office will reject tenders where no technical offers are proposed.

The technical offer must include the following:

- a. a description of the methodology for the selection of interim workers, including the assessment of the abilities and potentials of individuals for different categories of interim workers; range of the potential candidate search area, by means of a specific description of the methods applied (IT methods, databases, structure, type, format, frequency of updates, etc.); the number of individuals per category presently available in the tenderer's database;
- b. a description of the methodology on presenting the candidates for interviews at the BEREC Office per each requested profile, including the minimum number of candidates for each requested profile;
- c. a description of the methodology for the implementation of the contract, including steps relative to the entry into service (i.e. administrative formalities, etc.), replacement and exit procedures of interim personnel with detailed timeframe for each step.

4.3. Financial section

The financial offer must be drawn up using the Financial Offer model form (Annex 9). The financial offer must be constituted by coefficients.

The price of the services will be the result of multiplying the coefficients offered by the contractor to the gross salary of the interim support workers, indicated per hour of work. For informative purposes the indicative hourly rates (for 2013) are given in Section 1.3.5 of Part 1, and the gross monthly salaries applicable by the BEREC Office (for 2013) are detailed in Annex 10. The hourly rates and gross monthly salaries are subject to change (upwards/downwards) each year.¹⁶

The coefficients applied cover all the contractor's expenses, all contractor's contributions and any other contractor's payments established by law. Coefficients shall be fixed throughout the duration of the Framework Contract and any possible renewals up to the maximum possible term of 4 (four) years. The coefficients offered should be different depending on the category of the workers requested. Coefficients will be applied to each hour of work for the interim support worker.

The salaries shall be yearly adapted taking into account the annual adaptation of the salaries of the staff of the European Union and other agents. The BEREC Office will inform the contractor of the adapted salaries each year.

The aggregate value of price paid by the BEREC Office may not exceed the total maximum amount for the duration of the Framework Contract as it is stated in Section 1.4.3 of Part 1.

¹⁶ The gross remuneration of the BEREC Office interim support staff for 2014 is not yet available.

The BEREC Office, pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union, is exempt from all duties, taxes and dues, including value added tax (VAT). Such charges may not therefore be included in the calculation of the price quoted.

VAT exemption is granted to the BEREC Office by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption.

For those countries where national legislation provides an exemption by means of reimbursement, the amount of VAT is to be shown separately. In case of doubt about the applicable VAT system, it is the tenderer's responsibility to contact his or her national authorities to clarify the way in which the BEREC Office is exempt from VAT.

The BEREC Office will reject tender where no financial offer is proposed.

5. EVALUATION OF TENDERS

The evaluation of tenders will be done in accordance with the following subsequent steps:

- the BEREC Office verifies that the **tenderer** is not in one of the situations covered by the exclusion criteria (first step, see Part 2 Section 5.1 below);
- for all tenderers that are not in one of the situations covered by the exclusion criteria, the BEREC Office verifies that the **tenderer** has the appropriate capacities to perform the contract on the basis of the selection criteria (second step, see Part 2 Section 5.2 below);
- for those tenderers that have met the minimum requirements for the selection criteria, the BEREC Office assesses the **tender** on the basis of the award criteria (third step, see Part 2 Section 5.3 below).

5.1. Exclusion criteria

5.1.1. Pursuant to Article 45(2) of Council Directive 2004/18/EC and to Article 106(1) of the Financial Regulation, the BEREC Office will exclude tenderers from participation in the 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 or persons having powers of representation, decision making or control over them have been convicted of an offence concerning their professional conduct by a judgment of a competent authority of a Member State which has the force of *res judicata*;
- (c) they have been guilty of grave professional misconduct proven by any means which the contracting authorities can justify including by decisions of the European Investment Bank and international organisations;
- (d) they are not in compliance with their obligations relating to the payment of social security contributions and 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 or persons having powers of representation, decision making or control over them have been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity, where such illegal activity is detrimental to the Union's financial interests;
- (f) they are currently subject of an administrative penalty referred to in Article 109(1) of the Financial Regulation.

Points (a) to (d) of the first subparagraph shall not apply in the case of purchase of supplies on particularly advantageous terms from either a supplier which is definitively winding up its business activities, or from the receivers or liquidators of a bankruptcy, through an arrangement with creditors, or through a similar procedure under national law.

Points (b) and (e) of the first subparagraph shall not apply where the candidates or tenderers can demonstrate that adequate measures have been adopted against the persons having powers of representation, decision making or control over them, who are subject to a judgment as referred to in points (b) or (e) of the first subparagraph.

For the purpose of the correct application of paragraph 1, the candidate or tenderer, whenever requested by the contracting authority, shall:

- (a) where the candidate or tenderer is a legal person, provide information on the ownership or on the management, control and power of representation of the legal person and certify that they are not in one of the situations referred to in paragraph 1 of Article 106 of the Financial Regulation;
- (b) where subcontracting is envisaged, certify that the subcontractor is not in one of the situations referred to in paragraph 1 of Article 106 of the Financial Regulation.

5.1.2. Pursuant to Article 45(2) of Council Directive 2004/18/EC and Article 107 of the Financial Regulation, a contract shall not be awarded to candidates or tenderers who, during the procurement procedure for this contract:

- (a) are subject to a conflict of interest;
- (b) are guilty of misrepresenting the information required by the contracting authority as a condition of participation in the procurement procedure or fail to supply this information;
- (c) find themselves in one of the situations of exclusion, referred to in Article 106(1) of the Financial Regulation, for this procurement procedure.

5.1.3. Tenderers – including sub-contractors if any - shall provide a declaration of their honour Exclusion Criteria and absence of conflict of interest (Annex 4), duly signed and dated, stating that they are not in one of the situations referred to in Article 106(1) or 107 of the Financial Regulation. The tenderers must undertake to inform the BEREC Office, without delay, of any changes with regard to these situations after the date of submission of the tender.

5.1.4. In addition, for contracts of a value higher than EUR 130 000, ONLY the tenderer to whom the contract is to be awarded shall confirm the declaration by providing, within a time-limit defined by the contracting authority and preceding the signature of the contract, the following evidences (if the tender is proposed by partners, these evidences must be submitted by each partner):

- 1) The contracting authority shall accept as satisfactory evidence that the candidate or tenderer to whom the contract is to be awarded is not in one of the situations described in point (a), (b) or (e) of Article 106(1) of the Financial Regulation, a recent extract from the judicial record or, failing that, a recent equivalent document **issued less than 12 months before the date of the letter informing of the contract award** by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied. Where the tenderer is a legal person and the national legislation of the country in which the tenderer is established does not allow the provision of such documents for legal persons, the documents should be provided for natural persons, such as the company directors or any person with powers of representation, decision making or control in relation to the tenderer. The contracting authority shall accept, as satisfactory evidence that the candidate or tenderer is not in the situation described in point (d) of Article 106(1) of the Financial Regulation, recent certificates or letters issued by the competent authorities of the State concerned, **issued less than 12 months before the date of the letter informing of the contract award**. These documents must provide evidence covering all taxes and social security contributions for which the tenderer is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.
- 2) Where the document or certificate referred to in the first subparagraph is not issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

If the tenderer is a legal person, information on the natural persons with power of representation, decision making or control over the legal person shall be provided only upon request by the contracting authority.

Depending on the national legislation of the country in which tenderer is established, the documents referred to in paragraphs 1) and 2) shall relate to legal persons and/or natural persons including, where

considered necessary by the contracting authority, company directors or any person with powers of representation, decision-making or control in relation to the candidate or tenderer.

In case of doubt on the declaration on the honour provided by the subcontractor(s) in accordance with the indications of Section 5.1.3 above, the contracting authority shall request the evidence referred to in points 1) and 2) above from the subcontractor(s).

5.1.5. Administrative and financial penalties

1. **By returning the form in Annex 4 duly signed and dated**, tenderers confirm that they have been notified of the following points: Each institution has a central database containing information on tenderers who have been in one of the situations described under Part 2 Section 5.1.1 and 5.1.2 above. The sole purpose of this database is to ensure, in compliance with Union rules on the processing of personal data, that the above-mentioned cases of exclusion are applied correctly. Each institution has access to the databases of the other institutions.

Tenderers and, if they are legal entities, persons who have power of representation, decision-making or control over them, are informed that, should they be in one of the situations mentioned in:

- (a) the Commission Decision of 16.12.2008 on the Early Warning System (EWS) for the use of authorizing officers of the BEREC Office and the executive agencies (OJ, L 344, 20.12.2008, p. 125), or
- (b) the Commission Regulation of 17.12.2008 on the Central Exclusion Database – CED (OJ L 344, 20.12.2008, p.12),

their personal details (name, given name if natural person, address, legal form and name and given name of the persons with power of representation, decision-making or control, if legal person) may be registered in the EWS only or both in the EWS and CED, and communicated to the persons and entities listed in the above-mentioned Decision and Regulation, in relation to the award or the execution of a procurement contract or a grant agreement or decision.

2. In accordance with Article 109 of the Financial Regulation the contracting authority may impose administrative or financial penalties on the following:
 - (a) contractors, candidates or tenderers in the cases referred to in point (b) of Article 107(1) of the Financial Regulation;
 - (b) contractors who have been declared to be in serious breach of their obligations under contracts covered by the budget.

In all cases, however, the contracting authority shall first give the person concerned an opportunity to present his or her observations.

3. The penalties referred to in paragraph 2 shall be proportionate to the importance of the contract and the seriousness of the misconduct, and may consist in:
 - (a) the exclusion of the candidate or tenderer or contractor concerned from the contracts and grants financed by the budget, for a maximum period of ten years; and/or
 - (b) the payment of financial penalties by the candidate or tenderer or contractor up to the value of the contract in question.
4. In accordance with Article 141 of the Regulation laying down the rules of application of the Financial Regulation, the cases referred to in point e) of 5.1.1. above shall include all illegal activities detrimental to the Union's financial interests and be in particular the following:
 - (a) cases of fraud as referred to in Article 1 of the Convention on the protection of the European Communities' financial interests drawn up by Council Act of 26 July 1995 (OJ C 316, 27.11.1995, p. 48);
 - (b) cases of corruption as referred to in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997 (OJ C 195, 25.6.1997, p. 1);

- (c) cases of participation in a criminal organization, as defined in Article 2 of Council Framework Decision 2008/841/JHA (OJ L 300, 11.11.2008, p. 42);
 - (d) cases of money laundering as defined in Article 1 of Council Directive 2005/60/EC of the European Parliament and of the Council (OJ L 309, 25.11.2005, p. 15).
 - (e) cases of terrorist offences, offences linked to terrorist activities, and inciting, aiding, abetting or attempting to commit such offences, as defined in Articles 1, 3 and 4 of Council Framework Decision 2002/475/JHA (OJ L 164, 22.6.2002, p.3).
5. Pursuant to Article 142 of the Regulation laying down the rules of application of the Financial Regulation, in order to determine duration of exclusion and to ensure compliance with the principle of proportionality, the institution responsible shall take into account in particular the seriousness of the facts, including their impact on the Union's financial interests and image and the time which has elapsed, the duration and recurrence of the offence, the intention or degree of negligence of the entity concerned and the measures taken by the entity concerned to remedy the situation.

When determining the period of exclusion, the institution responsible shall give the candidate or tenderer concerned the opportunity to express their views.

Where the duration of the period of exclusion is determined, in accordance with the applicable law, by the authorities or bodies referred to in Article 108(2) and (3) of the Financial Regulation, the BEREK Office shall apply this duration up to the maximum duration laid down in Article 106(4) of the Financial Regulation.

6. The period referred to in Article 106(4) of the Financial Regulation is set at a maximum of five years, calculated from the following dates:
- (a) from the date of the judgment having the force of *res judicata* in the cases referred to in points (b) and (e) of Article 106(1) of the Financial Regulation;
 - (b) from the date on which the infringement is committed or, in the case of continuing or repeated infringements, the date on which the infringement ceases, in the cases referred to in Article 106(1)(c) of the Financial Regulation where the misconduct relates to contracts with the institution concerned.

For the purposes of point (b) of the sixth subparagraph, if the grave professional misconduct was established by a decision of a public authority or an international organization, the date of the decision shall prevail.

That period of exclusion may be extended to ten years in the event of a repeated offence within five years of the date referred to in points (a) and (b), subject to Paragraph 6.

7. Candidates and tenderers shall be excluded from a procurement and grant procedure as long as they are in one of the situations referred to in points (a) and (d) of Article 106(1) of the Financial Regulation.
8. Pursuant to Article 145 of the Regulation laying down the rules application of the Financial Regulation, without prejudice to the application of penalties laid down in the contract, candidates or tenderers and contractors who have made false declarations, have made substantial errors or committed irregularities or fraud, or have been found in serious breach of their contractual obligations may be excluded from all contracts and grants financed by the Union budget for a maximum of five years from the date on which the infringement is established as confirmed following a contradictory procedure with the candidate, tenderer or the contractor. That period may be extended to ten years in the event of a repeated offence within five years of the date referred to in the first subparagraph.
9. Tenderers or candidates who have made false declarations, have committed substantial errors, irregularities or fraud, may also be subject to financial penalties representing 2% to 10% of the total estimated value of the contract being awarded.

Contractors who have been found in serious breach of their contractual obligations may be subject to financial penalties representing 2% to 10% of the total value of the contract in question.

That rate may be increased to 4% to 20% in the event of a repeat infringement within five years of the date referred to in the first subparagraph of Paragraph 8.

The institution shall determine the administrative or financial penalties taking into account in particular the elements referred to in Article 142(1) of the Regulation laying down the rules of application of the Financial Regulation¹⁷.

5.2. Selection criteria

The following selection criteria will be used to select the tenderers.

If the tender is submitted by partners (as defined under Part 2 Section 2.2.above)

- the selection criteria in respect of **professional capacity** (see Part 2 Section 5.2.1 below) are to be considered as setting minimum standards which must be fulfilled by each partner; consequently, documentary evidence has to be provided by each partner and an evaluation of the professional capacity will be carried out for each of them;
- the selection criteria in respect of **financial and economic capacity** (see Part 2 Section 5.2.2 below) are to be considered as setting minimum standards which must be fulfilled by each partner; consequently, documentary evidence has to be provided by each partner and an evaluation of the financial and economic capacity will be carried out for each of them;
- the selection criteria in respect of **technical capacity** (see Part 2 Section 5.2.3 below) will be assessed in relation to the combined capacities of all the members of a partnership as a whole (including subcontractors).

Documentary evidence of the tenderers' claims in respect of the selection criteria is required as indicated below. The tender should also include any other document that the tenderer(s) wish(es) to include by way of clarification.

The tenderer may rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the BEREC Office that it will have at its disposal the resources necessary for performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal.

5.2.1. Professional capacity

Professional competence of the tenderer must be proved by the following documents (evidences):

- Evidence (legible photocopy of valid registration certificate) that tenderer and its subcontractors (if tenderer plans to hire subcontractors) are registered in the Commercial Register of the Enterprise Register of the Republic of Latvia or in a similar foreign¹⁸ commercial register entity as set forth by the legal acts.
- Evidence (legible photocopy of certificate) that tenderer is implemented business quality management system in accordance with international standards (ISO 9001 or equivalent).
- Evidence of registration in professional register of temporary employment agencies under the conditions laid down in the law of the European Union country where it is established (in case of Latvia, legible photocopy of valid license issued by the State Employment Agency of the Republic of Latvia for provision of provision of work placement services¹⁹).

¹⁷ The Financial Regulation (EU, Euratom) No 966/2012 of the European Parliament and the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002, as well the Commission Delegated Regulation (EU) No 1268/2012 of 29 October 2012 on the rules of application of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union.

¹⁸ Pursuant to Article 119 of the general Financial Regulation the participation is also open to all natural and legal persons from a third country which has a special agreement with the European Union in the field of public procurement on the conditions laid down in that agreement. The BEREC Office can accept tenders from and sign contracts with tenderers from 34 countries, namely: the 28 EU Member States, 3 European Economic Area (EEA) Countries (Lichtenstein, Norway, Iceland) and 4 Stabilization and Associations Agreements (SAA) Countries (FYROM, Albania, Montenegro and Serbia).

¹⁹ Under the terms of Article 17 Paragraph 2 of "Support for Unemployed Persons and Persons Seeking Employment Law" of the Republic of Latvia (published on "Latvijas Vēstnesis", 80 (2655), 29.05.2002., "Ziņotājs", 12, 27.06.2002.) and under the terms of Section 2 of Cabinet Regulation No.458 of the Republic of Latvia "Procedures for Licensing and Supervision of Merchants – Providers of Work Placement Services", adopted 03 July 2007 (published on "Latvijas Vēstnesis", 108 (3684), 06.07.2007.).

5.2.2. Financial and economic capacity

Financial and economic capacity of the tenderer must be proved by the following documents (evidences):

- Evidence (statement of turnover) that tenderer's total financial turnover for the services referred to this procedure (interim support workers services) during the last 3 (three) financial years is not less than EUR 500 000 (five hundred thousand euro) per each year.

If tenderer(s) will call on the competences of another entity (for example, a parent company), a written undertaking by the said entity certifying that it will make available to the tenderer(s) the resources required to implement Framework Contract.

If, for some exceptional reasons which the BEREC Office considers justified, a tenderer is unable to provide one or other of the above documents (e.g. the tenderer is established less than three years ago), he or she may prove his or her economic and financial capacity by any other means which the BEREC Office assess appropriate. In any case, **the BEREC Office must at least be notified of the exceptional reason and its justification in the tender**. The BEREC Office reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity.

5.2.3. Technical capacity

Technical competence of the tenderer must be proved by the following documents (evidences):

- A tenderer's statement of tenderer's interim workers provided during the last 3 (three) years, which is not less than 100 (one hundred) candidates (employees) per each year.
- A list of contracts performed during the last 3 (three) years, similar to the services as described in these tender specifications (interim support workers services), for a total invoiced amount of at least EUR 300 000 (three hundred thousand) per each year.
- At least 3 (three) positive reference letters of international or local institutions (clients) to which tenderer has provided interim services during the last 3 (three) years.

5.3. Award criteria

Once the tenderer has demonstrated the appropriate capacity to perform the contract on the grounds of the exclusion and the selection criteria, the tender will be assessed on the basis of the award criteria. The award criteria which will apply to this tender are as follows:

5.3.1. Technical award criteria - quality of the tender

The sum of all technical award criteria gives a total of 100 points. The respective weighting between the different qualitative award criteria depends on the nature of the services required and is consequently closely related to the terms of reference (technical description of the services). The award criteria are thus quantified parameters that the tender should comply with.

Technical part should elaborate on all points addressed by these specifications in order to score as many points against the technical award criteria as possible. The mere repetition of mandatory requirements set out in these tender specifications, without going into detail or without giving added value, will only result in a very low score.

The tenders will be qualitatively assessed on the basis of the technical award criteria and respective scores listed below:

| Technical award criterion | Maximum quality score / weighting | Threshold |
|---|-----------------------------------|-----------|
| A. Relevance, comprehensiveness, quality and clarity of the proposed methodology on <u>selection of interim workers</u> , including the assessment of the abilities and potentials of individuals for different categories of interim workers, range of the potential candidate search area, by means of a specific description of the methods applied (IT methods, databases, structure, type, format, frequency of updates, etc.); the number of individuals per category presently available in the tenderer's database. | 40 | 20 |
| B. Relevance, comprehensiveness and quality of the proposed methodology on <u>presenting the candidates for interviews</u> per each requested profile, including the minimum number of candidates for each requested profile, allowing the BEREK Office to have a sufficient range of options. | 30 | 15 |
| C. Relevance, quality and flexibility of the proposed methodology and timeframes for the <u>implementation of the contract</u> (including steps relative to the entry into service, replacement and exit procedures of interim personnel). | 30 | 15 |
| TOTAL | 100 | 50 |

Minimum score per criterion (threshold): tenders scoring less than 50% of the maximum score for any technical award criterion will be considered of insufficient quality and rejected.

Minimum total score (threshold): tenders with a total score of less than 60 (sixty) points at the end of the evaluation process will be considered of insufficient quality and rejected.

5.3.2. Financial offer – Price (coefficients)

The financial offer must be drawn up using the Financial Offer model form (Annex 9). The financial offer must be constituted by four coefficients (A, B, C, and D) and by “Average Coefficient” that shall be calculated as prescribed in the Annex 9.

Tenderers should fill-in the table proposed in the Annex 9 indicating four coefficients to be applied to each hour of work for the interim support worker depending on the worker's category, as explained in Section 4.3 of Part 2, (i.e. for Worker Category 1 – coefficient A; for Worker Category II - coefficient B; for Worker Category III - coefficient C; for Worker Category IV - coefficient D). **Each coefficient (A, B, C and D) quoted by the tenderer cannot exceed 1,346. Tenders with higher coefficients will be rejected.** Tenderer must indicate coefficients with maximum 3 (three) decimal digits (digits after comma, i.e x,xxx). Based on the provided coefficients A, B, C and D the tenderer must calculate the “Average Coefficient” as it is prescribed in Annex 9. Only the “Average Coefficient” will be used for calculation the best value for money as prescribed in Section 6 “Award of the contract” below.

6. AWARD OF THE CONTRACT

The Framework Contract(s) will be awarded to the maximum 3 tenderers offering **the best value for money**, which will be those with the most advantageous price-quality ratio established by weighting the technical quality against the price according to the following proportion:

- **70% for the technical quality of the offer;**
- **30% for the financial offer.**

The following formula will be used for calculation the best value for money:

| | | | | |
|--------------------|---|--|---|---|
| Score for tender X | = | $\left(\frac{\text{Lowest "Average Coefficient"}}{\text{"Average coefficient" of tender X}} \right) * 100 * 30\% \text{ (price-coefficient weighting)}$ | + | $\left(\text{total quality score (out of 100) for all award criteria of tender X} * 70\% \text{ (quality criteria weighting)} \right)$ |
|--------------------|---|--|---|---|

The better scored one will be proposed as the FIRST contractor in the cascade. The second better scored one will be proposed as the SECOND contractor in the cascade. The third better scored one will be proposed as the THIRD contractor in the cascade.

7. PAYMENT AND STANDARD CONTRACT

Payments under the Framework Contract shall be made in accordance with Articles I.4 and II.15 of the Framework Contract attached, provided that the contractor has fulfilled all his contractual obligations.

No payment is due as a result of the signature of the Framework Contract. Only specific contracts will be subject to payments. No advance payment shall be made and therefore no financial guarantees will be required.

The specific contracts will mention the total duration of the assignment and will precise the price per hours (the price will include salary of the support interim workers, and the amount relative to the coefficient applied by the contractor). For more details, see the Framework Contract.

8. VALIDITY OF THE TENDER

Period of validity of the tender shall be **11 (eleven)** months from the closing date for submission of the tender given above.

9. ADDITIONAL PROVISIONS

Expenses incurred in respect of the preparation and presentation of tenders cannot be refunded.

No information of any kind will be given on the state of progress with regard to the evaluation of tenders.

All documents submitted by tenderers will become property of the BEREC Office and will be regarded as confidential.

10. No OBLIGATION TO AWARD THE CONTRACT

Initiation of a tendering procedure imposes no obligation on the BEREC Office to award the Framework Contract. The BEREC Office shall not be liable for any compensation with respect to tenderers whose tenders have not been accepted. Nor shall it be so liable if it decides not to award the Framework Contract.

PART 3: ANNEXES

ANNEX 1: ADMINISTRATIVE IDENTIFICATION FORM

| | |
|--|--|
| <u>TENDERER'S ID</u> | |
| Name | |
| Legal form | |
| Date of registration | |
| Country of registration | |
| Registration number | |
| VAT number | |
| Address of registered office | |
| Contact address (if different) | |
| URL | |
| <u>AUTHORISED REPRESENTATIVE(S)²⁰</u> | |
| | |
| <u>CONTACT PERSON</u> | |
| Name | |
| Forename | |
| Position | |
| Telephone | |
| Fax | |
| Email | |
| <u>DECLARATION BY THE AUTHORISED REPRESENTATIVE(S):</u> I, the undersigned, certify that the information given in this tender is correct and that the tender is valid. | |

Place and date:

Name (in capital letters) and signature:

²⁰ Please include the names of the legal representative(s) whose contract signature is required in accordance with the statutes of the organisation and the official document to be provided as required in Part 2 under Section 2.3

ANNEX 2: LEGAL ENTITIES FORM

As required in PART 2 under Section 2.3 of the tender specifications.

A standard template in each EU language is available at:

http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm

ANNEX 3: FINANCIAL IDENTIFICATION FORM

As required in PART 2 under Section 2.3 of the tender specifications

A standard template in each EU language is available at:

http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm

ANNEX 4: DECLARATION OF HONOUR ON EXCLUSION CRITERIA AND ABSENCE OF CONFLICT OF INTEREST

(Complete or delete the parts in blue italics in parentheses)
[Choose options for parts in blue between square brackets]

The undersigned (insert name of the signatory of this form):

☐ in [his][her] own name (for a natural person)

or

☐ representing the following legal person: (only if the economic operator is a legal person)

full official name:

official legal form:

full official address:

VAT registration number:

- declares that [the above-mentioned legal person][he][she] is not in one of the following situations:
- a) is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
 - b) has been convicted of an offence concerning professional conduct by a judgment of a competent authority of a Member State which has the force of *res judicata*;
 - c) has been guilty of grave professional misconduct proven by any means which the contracting authorities can justify including by decisions of the European Investment Bank and international organisations;
 - d) is not in compliance with all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established, with those of the country of the contracting authority and those of the country where the contract is to be performed;
 - e) has been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity, where such activity is detrimental to the Union's financial interests;
 - f) is a subject of an administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in a procurement procedure or failing to supply this information, or having been declared to be in serious breach of its obligations under contracts covered by the Union's budget.
- (Only for legal persons other than Member States and local authorities, otherwise delete) declares that the natural persons with power of representation, decision-making or control²¹ over the above-mentioned legal entity are not in the situations referred to in b) and e) above;
- declares that [the above-mentioned legal person][he][she]:
- g) has no conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinity, family, emotional life or any other shared interest;
 - h) will inform the contracting authority, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest;
 - i) has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves

²¹ This covers the company directors, members of the management or supervisory bodies, and cases where one natural person holds a majority of shares.

corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to award of the contract;

j) provided accurate, sincere and complete information to the contracting authority within the context of this procurement procedure ;

- acknowledges that [the above-mentioned legal person][he][she] may be subject to administrative and financial penalties²² if any of the declarations or information provided prove to be false.

In case of award of contract, the following evidence shall be provided upon request and within the time limit set by the contracting authority:

For situations described in (a), (b) and (e), production of a recent extract from the judicial record is required or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied. Where the tenderer is a legal person and the national legislation of the country in which the tenderer is established does not allow the provision of such documents for legal persons, the documents should be provided for natural persons, such as the company directors or any person with powers of representation, decision making or control in relation to the tenderer.

For the situation described in point (d) above, recent certificates or letters issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the tenderer is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.

For any of the situations (a), (b), (d) or (e), where any document described in two paragraphs above is not issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

If the tenderer is a legal person, information on the natural persons with power of representation, decision making or control over the legal person shall be provided only upon request by the contracting authority.

Full name

Date

Signature

²² As provided for in Article 109 of the Financial Regulation (EU, Euratom) 966/2012 and Article 145 of the Rules of Application of the Financial Regulation

ANNEX 5: POWER OF ATTORNEY²³

MANDATING ONE OF THE PARTNERS IN A JOINT TENDER AS LEAD PARTNER AND LEAD CONTRACTOR

The undersigned:

– Signatory (Name, Function, Company, Registered address, VAT Number)

having the legal capacity required to act on behalf of his/her company,

HEREBY AGREES TO THE FOLLOWING:

- 1) To submit a tender as a partner in the group of partners constituted by Company 1, Company 2, Company N, and led by Company X, in accordance with the conditions specified in the tender specifications and the terms specified in the tender to which this power of attorney is attached.
- 2) If the European Commission awards the Contract to the group of partners constituted by Company 1, Company 2, Company N, and led by Company X on the basis of the joint tender to which this power of attorney is attached, all the partners shall be co-signatories of the Contract in accordance with the following conditions:
 - (a) All partners shall be jointly and severally liable towards the European Commission for the performance of the Contract.
 - (b) All partners shall comply with the terms and conditions of the Contract and ensure the proper delivery of their respective share of the services and/or supplies subject to the Contract.
- 1) Payments by the European Commission related to the services and/or supplies subject to the Contract shall be made through the lead partner's bank account: [Provide details on bank, address, account number].
- 2) The partners grant to the lead partner all the necessary powers to act on their behalf in the submission of the tender and conclusion of the Contract, including:
 - (a) The lead partner shall submit the tender on behalf of the group of partners.
 - (b) The lead partner shall sign any contractual documents — including the Contract, and Amendments thereto — and issue any invoices related to the Services on behalf of the group of partners.
 - (c) The lead partner shall act as a single contact point with the European Commission in the delivery of the services and/or supplies subject to the Contract. It shall co-ordinate the delivery of the services and/or supplies by the group of partners to the European Commission, and shall see to a proper administration of the Contract.

Any modification to the present power of attorney shall be subject to the European Commission's express approval. This power of attorney shall expire when all the contractual obligations of the group of partners towards the European Commission for the delivery of the services and/or supplies subject to the Contract have ceased to exist. The parties cannot terminate it before that date without the Commission's consent.

Signed in on [dd/mm/yyyy]

Place and date:

Name (in capital letters), function, company and signature:

²³ To be filled in and signed by each of the partners in a joint tender, except the lead partner;

ANNEX 6A: LETTER OF INTENT FOR SUB-CONTRACTORS

[Title of the call for tenders]

The undersigned:

Name of the company/ organization:

Address:

Declares hereby that, in case the contract is awarded to **[name of the tenderer]**, the company / organization that he / she represents, intends to collaborate in the execution of the tasks subject to this call for tender, in accordance with the tender specifications and the tender to which the present form is annexed, and is available to carry out its part of the tasks during the period foreseen for the execution of the contract.

Declares hereby taking note of Art. II.7 regarding subcontracting and Art. II.18 in relation with checks and audits of the service contract.

Place and date:

Name (in capital letters) and signature:

ANNEX 6B: LETTER OF INTENT FOR EXTERNAL EXPERTS

[Title of the call for tenders]

The undersigned:

Address:

Declares hereby that, in case the contract is awarded to **[name of the tenderer]**, he / she intends to collaborate in an individual capacity as **an external expert** in the execution of the tasks subject to this call for tender, in accordance with the tender specifications and the tender to which the present form is annexed, and is available to carry out its part of the tasks during the period foreseen for the execution of the contract. In addition, the undersigned declares not to have any conflict of interest in connection with the contract, and not to be in one of the situations of exclusion referred to in Article 106(1) of the Financial Regulation²⁴.

Declares hereby taking note of Art. II.7 regarding subcontracting and Art. II.18 in relation with checks and audits of the service contract.

Place and date:

Name (in capital letters) and signature:

²⁴ Available at http://ec.europa.eu/budget/documents/financial_regulation_en.htm

ANNEX 7: CHECK LIST OF DOCUMENTS TO BE SUBMITTED

The purpose of the table below is to facilitate the preparation of the tender by providing an overview of the documents that must be included (marked by ■) depending on the role of each economic operator in the tender (be it lead partner, partner in joint bid, single tenderer or subcontractor/external expert). Some of the documents are only relevant in cases of joint bids or when subcontractors are involved. Additional documents might be necessary depending on the specific characteristics of each tender.

| Description | Lead partner in a joint bid | All the other partners in a joint bid | Single tenderer (with or without subcontractors) | Subcontractor | Subcontractor – External expert |
|--|-----------------------------|---------------------------------------|--|---------------|---------------------------------|
| <i>Administrative section of the tender</i> | | | | | |
| Annex 1: Original Administrative identification form (see section 2.3, part 2) | ■ | ■ | ■ | ■ | |
| Annex 2: Original Legal Entity Form (see section 2.3, part 2) | ■ | ■ | ■ | | |
| Annex 3: Original Financial Identification form (see section 2.3, part 2) | ■ | | ■ | | |
| Annex 4: Original Declaration of honour with respect to the Exclusion Criteria and absence of conflict of interest (see section 2.3, part 2) | ■ | ■ | ■ | ■ | |
| Annex 5: Original Power of attorney (see section 2.3, part 2) | | ■ | | | |
| Annex 6 a: Original Letter of intent from each subcontractor (see section 2.3, part 2) | | | | ■ | |
| Annex 6 b: Original Letter of intent from each subcontractor (see section 2.3, part 2) | | | | | ■ |
| Annex 9: Cover letter for the tender (see section 2.1, part 2) | ■ | | ■ | | |
| Legible photocopy of the statutes of the entity (see section 2.3, part 2) | ■ | ■ | ■ | | |
| Legible photocopy of the notice of appointment of the persons authorized to represent the tenderer (see section 2.3, part 2) | ■ | ■ | ■ | | |
| Evidence of Professional capacity (see section 5.2.1, part 2) | ■ | ■ | ■ | | |
| Evidence of Financial and Economic capacity (see section 5.2.2, part 2) | ■ | ■ | ■ | | |
| Evidence of Technical capacity (see section 5.2.3, part 2) | ■ | ■ | ■ | ■ | ■ |
| <i>Technical Section of the tender (see section 4.2, part 2)</i> | ■ | | ■ | | |
| <i>Financial Section of the tender (see section 4.3, part 2)</i> | ■ | | ■ | | |

ANNEX 8: COVER LETTER FOR THE TENDER

Please select the appropriate option

OPTION 1

Single legal person or private/ public entity

- ☐ The offer is submitted by a **one tenderer**.
-

OPTION 2

Joint offers

- ☐ The offer is submitted by **partners**.
- Company acting as **lead partner** for the group of tenderers:
.....
 - **Other partners** taking part in the joint tender:
.....
.....
-

OPTION 3

Joint offers

- ☐ The offer is submitted by one tenderer **with subcontractors**.
- Company acting as **tenderer**:
.....
 - **Subcontractors**:
.....
.....
-

OPTION 4

Joint offers

☐ The offer is submitted by partners **with subcontractors**.

- Company acting as **lead partner** for the group of tenderers:

.....

- **Other partners** taking part in the joint tender:

.....

.....

- **Subcontractors:**

.....

.....

Submission modality for the dispatch of the invoice

☐ Via the Supplier Portal

☐ Via a direct connection

☐ Between the Contractor's back office and the Commission's back office

☐ Using the services of a third party service provider already connected to e-PRIOR and offering such services

- Name of the third party service provider:

.....

ANNEX 9: FINANCIAL OFFER MODEL FORM

Tenderers are requested to use the following model for drawing up their financial offer.

Name of Tenderer: _____

| No | Interim worker category | Maximum coefficient to be applied ²⁵ |
|----------------------|---|---|
| 1. | Category I - Technical support level | [Coefficient (A): X,XXX] |
| 2. | Category II - Technical assistant level | [Coefficient (B): X,XXX] |
| 3. | Category III - Assistant level | [Coefficient (C): X,XXX] |
| 4. | Category IV - Administrator level | [Coefficient (D): X,XXX] |
| Average Coefficient: | | [Average Coefficient: X,XXX] [(A+B+C+D) / 4] |

Each coefficient (A, B, C and D) quoted by the tenderer cannot exceed 1,346.

Tenders with higher coefficients will be rejected.

Tenderer must indicate coefficients with maximum 3 (three) decimal digits (digits after comma, i.e. X,XXX).

Date:

Name:

Signature:

Position in Company:

²⁵ Coefficients must be quoted free of all duties, taxes and other charges (including VAT). BEREC Office, pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union, is exempt from all duties, taxes and dues, including value added tax (VAT).

ANNEX 10: SALARY SCALE OF EU BODY CONTRACTUAL AGENTS APPLICABLE TO THE BEREC OFFICE (FOR INFO, 2013)

The correction coefficient applicable to the remuneration of officials and other servants under Article 64 of the Staff Regulations in Latvia is 0.743 (in 2013).

With effect from 1 July 2010, the table of basic monthly salaries in Article 93 of the Conditions of Employment of Other Servants shall be:

| FUNCTION GROUP | 1.7.2010 | STEP | | | | | | |
|----------------|----------|----------|----------|----------|----------|----------|----------|----------|
| | GRADE | 1 | 2 7 | 3 | 4 | 5 | 6 | |
| IV | 18 | 5 832,42 | 5 953,71 | 6 077,52 | 6 203,91 | 6 332,92 | 6 464,62 | 6 599,06 |
| | 17 | 5 154,85 | 5 262,04 | 5 371,47 | 5 483,18 | 5 597,20 | 5 713,60 | 5 832,42 |
| | 16 | 4 555,99 | 4 650,73 | 4 747,45 | 4 846,17 | 4 946,95 | 5 049,83 | 5 154,85 |
| | 15 | 4 026,70 | 4 110,44 | 4 195,92 | 4 283,18 | 4 372,25 | 4 463,17 | 4 555,99 |
| | 14 | 3 558,90 | 3 632,91 | 3 708,46 | 3 785,58 | 3 864,31 | 3 944,67 | 4 026,70 |
| | 13 | 3 145,45 | 3 210,86 | 3 277,63 | 3 345,80 | 3 415,37 | 3 486,40 | 3 558,90 |
| III | 12 | 4 026,63 | 4 110,36 | 4 195,84 | 4 283,09 | 4 372,15 | 4 463,07 | 4 555,88 |
| | 11 | 3 558,86 | 3 632,87 | 3 708,41 | 3 785,53 | 3 864,25 | 3 944,60 | 4 026,63 |
| | 10 | 3 145,43 | 3 210,84 | 3 277,61 | 3 345,77 | 3 415,34 | 3 486,36 | 3 558,86 |
| | 9 | 2 780,03 | 2 837,84 | 2 896,86 | 2 957,09 | 3 018,59 | 3 081,36 | 3 145,43 |
| | 8 | 2 457,08 | 2 508,17 | 2 560,33 | 2 613,57 | 2 667,92 | 2 723,40 | 2 780,03 |
| II | 7 | 2 779,98 | 2 837,80 | 2 896,82 | 2 957,07 | 3 018,58 | 3 081,36 | 3 145,45 |
| | 6 | 2 456,97 | 2 508,07 | 2 560,24 | 2 613,49 | 2 667,84 | 2 723,33 | 2 779,98 |
| | 5 | 2 171,49 | 2 216,65 | 2 262,76 | 2 309,82 | 2 357,86 | 2 406,91 | 2 456,97 |
| | 4 | 1 919,18 | 1 959,10 | 1 999,84 | 2 041,44 | 2 083,90 | 2 127,24 | 2 171,49 |
| I | 3 | 2 364,28 | 2 413,35 | 2 463,43 | 2 514,56 | 2 566,74 | 2 620,01 | 2 674,39 |
| | 2 | 2 090,12 | 2 133,50 | 2 177,78 | 2 222,98 | 2 269,11 | 2 316,21 | 2 364,28 |
| | 1 | 1 847,76 | 1 886,11 | 1 925,25 | 1 965,21 | 2 005,99 | 2 047,63 | 2 090,12 |

ANNEX 11: LIST OF THE BEREC OFFICE PUBLIC HOLIDAYS FOR THE YEAR 2013 (FOR INFO)

| | |
|--------------------------------------|---|
| 1 January | Tuesday, New Year`s Day |
| 2 January | Wednesday, the day following New Year`s Day |
| 28 March | Maundy Thursday/Holy Thursday |
| 29 March | Good Friday |
| 1 April | Easter Monday |
| 1 May | Wednesday, Labour Day |
| 9 May | Thursday, Anniversary of the Declaration made by president Robert Schuman in 1950 + Ascension day |
| 10 May | Friday, the day following Ascension Day |
| 24 June | Monday, Midsummer /Jāņi/ |
| 1 November | Friday, All Saint`s Day |
| 18 November | Monday. The Independence of Latvia was proclaimed on this day in 1918. |
| 23 December until 31 December | Monday (7 end-of-year days) to Tuesday |
| Total: | 18 days |

Work will resume as normal on Friday 3 January 2014.

Without prejudice to the schedule of public holidays for 2014, Thursday 2 January 2014 will be a holiday.

The BEREC Office reserves the right to modify these provisions, should the needs of service so require.

The necessity for the minimum staff presence during public holidays will be specified during the year 2013.

ANNEX 12: LIST OF THE BEREC OFFICE PUBLIC HOLIDAYS FOR THE YEAR 2014 (FOR INFO)

| | |
|--------------------------------------|---|
| 1 January | Wednesday, New Year's Day |
| 2 January | Thursday, the day following New Year's Day |
| 17 April | Maundy Thursday/Holy Thursday |
| 18 April | Good Friday |
| 21 April | Easter Monday |
| 1 May | Thursday, Labour Day |
| 9 May | Friday, Anniversary of the Declaration made by president Robert Schuman in 1950 + Ascension day |
| 23 June | Monday, Summer Solstice |
| 24 June | Tuesday, Midsummer /Jāņi/ |
| 15 August | Friday, Assumption Day |
| 18 November | Tuesday. The Independence of Latvia was proclaimed on this day in 1918. |
| 23 December until 31 December | Tuesday (7 end-of-year days) to Wednesday |
| Total: | 18 days |

Work will resume as normal on Monday 5 January 2015.

Without prejudice to the schedule of public holidays for 2015, Friday 2 January 2015 will be a holiday.

The BEREC Office reserves the right to modify these provisions, should the needs of service so require.

The necessity for the minimum staff presence during public holidays will be specified during the year 2014.