

BEREC Office ref № MC (14) 41

## QUESTIONS AND ANSWERS SESSION

related to the Open Tender № 2013-BEREC-OT-03

Contract Notice № 2013/S 243 Provision of Interim Support Workers Services for the BEREC Office”

### CLARIFICATION №1

1. **Question:** ISO 9001 certificate requirement: as the *tenderer* is part of holding offices in several countries, shall the tenderer provide group certificate?

*Answer: Yes, in case of holding company, a photocopy of a holding group's certificate can be provided as eligible evidence pursuant to the Section 5.2.1 of Part 2 “Professional capacity” of Tender Specifications proving that tenderer has implemented business quality management system in accordance with international standards (ISO 9001 or equivalent). In such case a holding group's certificate will be evaluated whether it refers to the tenderer's business quality management system.*

2. **Question:** if the tenderer is affiliate of a non-Latvian entity and the bidder does not have articles of association on local level, should the bidder provide the article of association of Main entity, which is in another EU country? If yes, what shall the language of those articles of association be? Is it in English only?

*Answer: In case of affiliate of foreign entity a photocopy of the statutes (Articles of Association) of the legal entity shall be provided as eligible evidence pursuant to the Section 3.2 of Part 2 “Identification of the tenderer” of Tender Specifications. According to the Section IV.3.6 of the Contract Notice tenders may be drawn up in any official European Union language. The working language of the BEREC Office is English.*

3. **Question:** in what language is the legal documentation supposed to be provided in?

*Answer: According to the Section IV.3.6 of the Contract Notice tenders may be drawn up in any official European Union language. The working language of the BEREC Office is English.*

4. **Question:** Coefficient mentioned in the requirements, states in Financial Section 4.3, coefficient is applied to gross salary, therefore I would like You to comment more about the

coefficient, Contractor is responsible for any additional costs such as sick leave and vacation compensation? Does the coefficient should cover employer taxes?

*Answer: Yes, the Contractor is responsible for any additional costs such as sick leave and vacation compensation. According to the Section 1.3.5 and 1.3.6 of Tender Specifications (Part 1) the BEREC Office will not pay any fees for holidays, thus holiday payments are not responsibility of the BEREC Office. In case of workers' illness the Contractor will be responsible for paying the salary without any repercussions on the invoicing to the BEREC Office. Pursuant to the Section 4.3 of Tender Specifications (Part 2) the coefficients applied cover all the Contractor's expenses, all Contractor's contributions and any other Contractor's payments established by law. Thus means that all employers' expenses including employer taxes shall be covered by the Contractor and shall be incorporated in the financial offer which consists of the gross salary and Contractor's proposed coefficient to respective interim work category.*

5. **Question:** Estimated total working hours are not described, therefore it only states about not exceeding the amount of 128 000 EUR limit, so please comment where and who will draw the line when the limit is exceeded? If there is more work needed to be done in BEREC office and You need extra help, but limit is exceed, this means that contractor is not obligated to provide the services anymore?

*Answer: Pursuant to the Section 1.4.5(a) "Signature of specific contracts" (Step 1) of the Tender Specifications (Part 1) the initial request for interim support workers from the BEREC Office will be made to the Contractor containing the job requirements for the position to be filled, estimated duration, training requirements, experience etc. Only upon mutual signature of specific contract the interim support workers shall be made available to the BEREC Office. The exact amount of workers involvement shall be established in the Specific contract (please see Article III.2.2 of Model Specific Contact). The Framework Contract value which cannot exceed EUR 128 000 per year (excluding VAT) will be controlled by the BEREC Office.*

6. **Question:** Could You Please send me all the pdf Annex templates in Word document format?

*Answer: The Annexes of Tender Specifications to be completed by the tenderer are made available in MS Word format on the following website:*

[http://berec.europa.eu/eng/document\\_register/subject\\_matter/berec\\_office/public\\_procurement\\_procedures/?doc=3966](http://berec.europa.eu/eng/document_register/subject_matter/berec_office/public_procurement_procedures/?doc=3966)

7. **Question:** National paid holidays, is BEREC Office covering these expenses according to Latvian labour Law legislation?

*Answer: The relationship is of Service Contract between the BEREC Office and the Contractor. Therefore, the Contractor, which remains employer of the interims is responsible for any additional costs such as national paid holidays. According to the Section 1.3.5 and 1.3.6 of Tender Specifications (Part 1) the BEREC Office will not pay any fees for holidays, thus holiday payments are not responsibility of the BEREC Office. Pursuant to the Section 4.3 of Tender Specifications (Part 2) the coefficients applied cover all the Contractor's expenses, all Contractor's contributions and any other Contractor's payments established by the law.*

Riga, 13 March 2014