

Rīga

08.06.2021

Our Ref: 1.13p/LV-2021-211

## Electronic Procurement System

**Answers to questions from the interested supplier  
in the open competition  
"Mobile communication services in Latvia, Lithuania and Estonia",  
identification number RBR 2021/8**

RB Rail AS presents following answers to the questions received from the interested supplier until 8 June 2021:

Procurement Commission kindly notes that all of the questions are related to the lot No 3.

Nr.	Questions	Answers
1.	<p>Clause 3.2.8. of the Agreement "to provide the Principal with an opportunity to constantly monitor the quality of the Contractor's Services".</p> <p><i>Please clarify this point, in particular what is entailed by a constant monitoring?</i></p>	<p>The Procurement Commission kindly explains that following the Clause 3.2.8 the Contractor should provide the ability for the Principal to monitor the Service compliance with the technical requirements under Technical Specification – Proposal and terms of the Agreement as may be reasonably expected for the provision of mobile communication services.</p>
2.	<p>Clause 3.2.13. of the Agreement "to ensure that the Contractor is registered in the Register of Electronic Communications Merchants throughout the performance of the Agreement".</p> <p><i>This reference to the Latvian registry must be changed as there is no such specific registry in Estonia. The registry applicable to Estonia is the Register of Economic activities (MTR). The right registry is referenced in the procurement documents.</i></p>	<p>The Procurement Commission confirms that there has occurred the technical error in the Clause 3.2.13. of the Agreement and the Regulations contains the correct registers.</p> <p>Register of Electronic Communications Merchants is applicable only for the lot No. 1, for the lot No. 2 the Tenderer must be registered in the Communications Regulatory Authority of the Republic of Lithuania (RRT) and for lot No. 3 The Tenderer must be registered in the Register of Economic Activities (MTR).</p>
3.	<p>Clause 3.3.1. of the Agreement "to provide binding comments or instructions in connection with the performance of the Agreement and the provision of the Services".</p> <p><i>They can be binding only insofar as they do not contradict the requirements from any applicable law. This exception should be added.</i></p>	<p>The Procurement Commission kindly explains that the provision of the Services and thus any comments or instructions of the Principal in connection with the provision of the Services shall be in compliance with the applicable law, thus no supporting amendments are needed to this extent.</p>

4.	<p>Clause 7.5. of the Agreement notwithstanding the provisions of Clause <b>Error! Reference source not found.</b> of the Agreement, the Contractor agrees that the Principal transfers the personal data received from the Contractor to third parties who provide services to the Principal and with whom the Principal cooperates to ensure its operation and performance of the Agreement.</p> <p><i>And vice versa – the contractor should have the same right as Clause 7.3 applies also equally to both.</i></p>	<p>Kindly note that following Clause 7.1. the Contractor is entitled to process personal data obtained from the Principal for the fulfillment of its obligations under the Agreement (i.e. provision of the Services), thus where the transfer of such data would occur for the purpose of provision of the Services such transfer would be in principle permitted under the Agreement. With respect to Clause 7.3. it restricts transfer of personal data which is not transferred within the scope of Clause 7.1. or certain regulatory enactments.</p>
5.	<p><b>VISIBILITY REQUIEREMENTS</b></p> <p><i>Please clarify how is this section applicable to mobile communication service?</i></p> <p>10.1.2. any documentation, including all payrolls, accounts of the Contractor and/or other records used in or related to the performance of the Services.</p> <p><i>Employee payrolls are sensitive personal data and thus not subject to audit without a data processing agreement to facilitate such action. We make a proposal to remove the right to audit payroll. General information about the amount of employees and total amount of salary paid over the course of a year is available online.</i></p> <p>10.3. The rights and obligations of the Principal set forth in accordance with this <b>Error! Reference source not found.</b> shall survive expiration or termination of this Agreement for any reason and shall continue to apply during ten (10) years following expiration or termination of this Agreement for any reason whatsoever.</p> <p><i>10 years is too long period as some information we are not allowed to keep for such a long period, e.g. financial records we are allowed to keep only 7 years from the end of the applicable financial year. We propose to have this right set for 3 years.</i></p>	<p>With respect to the visibility requirements included in the Agreement kindly note that they apply to extent the Contractor would produce any kind of informative or promotional material connected with the Services which the Contractor provides to the Principal.</p> <p>With respect to the Right to audit provisions kindly note that their wording is applied equally across Contracting authorities' agreements and thus cannot be adjusted on an occasional basis. Nevertheless, note that if the Right to audit provisions would ever be exercised the particular terms for such audit would be aligned with the Contractor in advance and thus certain data processing agreements, if needed, can be concluded to protect sensitive personal data.</p>
6.	<p><b>15. DISPUTE RESOLUTION</b></p> <p>Disputes and disagreements regarding the Agreement and its performance, which may arise during the term of the Agreement, shall be resolved by the Parties through mutual negotiations. If such disputes and disagreements cannot be resolved through negotiations within thirty (30) days, they shall be resolved in the court of the Republic of Latvia in accordance with the procedures</p>	<p>The Procurement commission kindly explains that taking into account that the procurement procedure is carried out under the Public Procurement Law of the Republic of Latvia, the Agreements within Lot No 1, Lot No 2 and Lot No 3 shall be regulated under Latvian law.</p>

	<p>specified in the regulatory enactments in force in the Republic of Latvia. When considering disputes arising from the Agreement, the regulatory enactments in force in the Republic of Latvia shall apply</p> <p><i>We propose that if the service is provided fully in Estonia, then Estonian law should also be applicable to the contract.</i></p>	
7.	<p>2.1.3. Support line accessibility 24/7 in Estonian and English while Contracting Authority's Subscriber is abroad and using roaming services, free of charge.</p> <p>Please note that our client line is working different hours.</p>	<p>Procurement Commission kindly confirms that Support line accessibility shall be 24/7 in Estonian and English while Contracting Authority's Subscriber is abroad and using roaming services, free of charge. The Procurement Commission kindly explains also that the list of support line content and services is the decision of service provider.</p>
8.	<p>The Contracting Authority is authorized on the Customer Self-Service Portal:</p> <p><i>Please note that self-service offices vary from operators. Is it suitable for You to add the ability to perform actions through the client manager?</i></p>	<p>The Procurement Commission kindly explains that it is suitable to communicate through the client Manager in addition to the Customer self-service portal.</p>
9.	<p>Free choice of SIM card type (Mini, Micro, Nano, e-SIM)</p> <p><i>Please provide information on which devices you want to use e-sim?</i></p>	<p>The Procurement Commission kindly explains that sim card will be used on the mobile phones (IOS and Android).</p>
10.	<p>Free incoming call number identification</p> <p><i>Please specify what you mean here?</i></p>	<p>The Procurement Commission kindly explains that service provider must ensure the number identification automatically (telephone number of a caller shall appear on a display as the call is being received).</p>
11.	<p>I have one question regarding "Mobile Communications services in Latvia, Lithuania and Estonia / Procurement".</p> <p>If it is possible to cooperate with other companies to submit proposal for this tender.</p> <p>Is it acceptable if only one of the companies input all necessary documentations and proposals from all companies to the Latvian E-Tenders system?</p>	<p>Procurement Commission confirm that it is possible to cooperate with other companies to submit proposal for the procurement (please see Clause 8.2.1. of the Regulations).</p> <p>Regarding the submission of the proposal in the E-Tenders system please see Clause 8.2.1. of the Regulations (documents to be submitted) <i>"If proposal is submitted by a partnership, the Proposal shall include document (e.g. statement, confirmation or agreement or letter of intention to enter in such agreement, or any other similar document) signed by all members on the participation in the procurement, which lists responsibilities of each and every partnership member and a commitment to fulfil the procurement contract in the respective area, and which authorizes one key member to sign the proposal and other documents, to receive and</i></p>

		<p><i>issue orders on behalf of the partnership members, and with whom all payments will be made."</i></p> <p><i>In accordance with Clause 13.2.2. of the Regulations "Upon submission, the Tenderer signs the Proposal with a secure electronic signature and timestamp or with an electronic signature provided by the Electronic Procurement System. The Tenderer can use a secure electronic signature and timestamp and sign Proposal forms separately. <b>The proposal (its parts, if signed separately) are signed by an authorized person, including their authorization document (e.g. power of attorney) stating the authorizations to sign, submit and otherwise manage the proposal."</b></i></p>
--	--	---

Procurement Commission Chairperson

E.Saule

THIS DOCUMENT IS SIGNED ELECTRONICALLY WITH A SAFE ELECTRONIC SIGNATURE AND CONTAINS A TIME  
STAMP