REGULATIONs

for PROCUREMENT

 “THe supply and maintenace of NEURAL MACHINE TRANSLATION SOFTWARE”

(Identification No RBR 2019/12)



Riga

2019

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Abbreviations and terms

**Common procurement vocabulary (CPV)** – a nomenclature approved by the European Union, which is applied in public procurement procedures;

**Contract** - signed agreement between Contracting authority and a Contractor to provide services defined in this agreement;

**Contractor** - service provider awarded the right to enter into the Contract in Procurement to provide services in accordance with requirements stipulated in Regulations and Contract;

**Procurement** - procurement “**The supply and maintenance of** **Neural Machine Translation software**” (identification number: RBR 2019/12) in which all interested Suppliers are entitled to submit their Proposals;

**Proposal** - documentation package the Tenderer submits to participate in the Procurement;

**Regulations** – regulations of the Procurement “**The supply and maintenance of** **Neural Machine Translation software**” (identification number: RBR 2019/12), as well as all the enclosed annexes;

* 1. Procurement commission – commission which composition has been established by the joint stock company RB Rail AS, order No 11/2019-55 dated 24 July 2019, issued by the Management Board of joint stock company RB Rail AS;

**Supplier** – a natural person or a legal person, a group or association of such persons in any combination thereof, which offers to perform works, supply products or provide services accordingly;

**Tenderer** – a Supplier which has submitted a Proposal.

general information

The identification number of the Procurement is No RBR 2019/12.

* 1. The Contracting entity is joint stock company RB Rail AS, legal address: Kr. Valdemāra iela 8-7, Riga, LV-1010, Latvia (hereinafter – Contracting authority).

The Procurement is co-financed by the Contracting authority and Connecting Europe Facility (CEF).

The applicable CPV code is 72000000-5 (IT services: consulting, software development, Internet and support).

The Tenderer shall submit a Proposal for the entire volume of the Procurement.

The Tenderer is not permitted to submit variants of the Proposal. If variants of the Proposal shall be submitted, the Proposal will not be reviewed.

Procurement is organised in accordance with Section 9 of the Public Procurement Law of Latvia in effect on the date of publishing the Contract notice. The estimated contract price shall not be equal to or exceed 42 000 EUR (forty-two thousand euros).

Procurement documentation is published using E-Tenders system which is subsystem of the Electronic Procurement System (<https://www.eis.gov.lv/EKEIS/Supplier>).

The Regulations is freely available in Contracting authority’s profile in the E-Tenders system at webpage <https://www.eis.gov.lv/EKEIS/Supplier> and the webpage of the Contracting authority <http://railbaltica.org/tenders/>.

Amendments to the Regulations and answers to Suppliers’ questions shall be published on the E-Tenders system’s webpage <https://www.eis.gov.lv/EKEIS/Supplier> and the Contracting authority's webpage <http://railbaltica.org/tenders/>. It is the Supplier’s responsibility to constantly follow the information published on the webpages and to take it into consideration in preparation of its Proposal.

Contact person of the Contracting authority for Procurement is Procurement specialist-lawyer, Natalja Vjatkina, telephone: +371 29817419 , e-mail address: natalja.vjatkina @railbaltica.org.

The exchange of information between the Procurement commission and the Supplier shall be in writing (by sending documents electronically via e-mail or using E-Tenders system) in English (if information is submitted in Latvian, it shall be accompanied by a translation into English).

If the Supplier does not have access to the E-Tenders system, the Supplier can follow the guidance for obtaining access to the system available on the Contracting authority’s website at <http://www.railbaltica.org/procurement/e-procurement-system/>.

The Supplier can request additional information regarding the Regulations. Additional information can be requested in writing via the E-Tendering system or (in case the Supplier does not have access to the system) by sending it to the Procurement commission electronically via e-mail (see Section 2.12 of the Regulations). Any additional information must be requested in a timely fashion, so that the Procurement commission can reply on time - no later than 4 (four) days prior to the deadline of the Proposal submission. The Procurement commission shall provide response within 3 (three) business days from the day of receipt of the request from the Supplier.

The Supplier covers all expenses, which are related to the preparation of the Proposal and its submission to the Contracting authority. Under no circumstances will the Contracting authority be liable for compensation of any costs and damages related to the preparation and submission of the Proposal (including, *inter alia,* costs associated with any site visits) or the Supplier’s participation in the Procurement exercise.

The rights of the Procurement Commission

The Procurement commission has the right to demand at any stage of the Procurement that the Tenderer submits all or part of the documents which certify Tenderer’s compliance to the requirements for the selection of tenderers. The Procurement commission does not demand documents or information which is already at its disposal or is available in public data bases.

If the Tenderer submits document derivatives (e.g. copies), then, in case of doubt about the authenticity of the submitted document derivation, the Procurement commission can demand that the Tenderer shows the original documents.

In the course of Proposal assessment, the Procurement commission has the right to demand that the included information is clarified.

If the Procurement commission determines that the information about the Tenderer, persons upon whose capacity the Tenderer is relying or subcontractors that is included in the submitted documents is unclear or incomplete, it demands that the Tenderer or a competent institution clarifies or expands the information included in the Proposal. The deadline for submission of the necessary information is determined in proportion to the time which is required to prepare and submit such information. If the Procurement commission has demanded to clarify or expand upon the submitted documents, but the Tenderer has not done this in accordance with the requirements stipulated by the Procurement commission, the Procurement commission is under no obligation to repeatedly demand that the information included in these documents be clarified or expanded upon. The Procurement commission has the right to reject all Proposals which are found not to comply with the requirements of the Procurement documentation.

The obligations of the Procurement Commission

The Procurement commission ensures the documenting the process of the Procurement.

The Procurement commission ensures free and direct electronic access to the Procurement documents in Contracting authority’s profile at the E-Tenders system’s webpage <https://www.eis.gov.lv/EKEIS/Supplier> and at the webpage of the Contracting authority <http://railbaltica.org/tenders/>.

If an additional information has been requested according to Section 2.14 of the Regulations, Contracting authority sends this information to the Supplier who had asked the question, publishes this information in Contracting authority’s profile on the E-Tenders system’s webpage <https://www.eis.gov.lv/EKEIS/Supplier> and on its webpage [http://railbaltica.org/tenders/](http://railbaltica.org/global-forum-day-1-presentations/) where Procurement documents are available, indicating the question asked.

The exchange and storage of information is carried out in such a way that all data included in the Proposals is protected and the Contracting authority can check the content of the Proposals only after the expiration of the deadline for their submission. During the time from the deadline of submission of Proposals until the opening of the Proposals the Contracting authority does not disclose any information regarding the existence of other Proposals therefore. During the time of Proposal assessment, the Contracting authority does not disclose any information regarding the assessment process until the announcement of the results.

The Procurement commission assesses the Tenderers and their Proposals based on the Public Procurement Law, Procurement documents, as well as other applicable regulatory enactments.

The rights of the Tenderer

The Tenderer has the right to submit Tenderer’s Electronic Procurement System registration documents (if the Tenderer is not registered in Electronic Procurement System) in State Regional Development Agency (please see information here <http://www.railbaltica.org/procurement/e-procurement-system/>).

The Tenderer can request and within 3 (three) business days after submitting the request receive a copy of the Proposal opening sheet which is an annex to the Proposal opening session minutes.

If the Contracting authority gets the necessary information about the Tenderer directly from a competent institution, through data bases or other sources and the Tenderer’s submitted information differs from information obtained by the Contracting authority, the Tenderer in question has the right to submit evidence to prove the correctness of the information the Tenderer has submitted, if the information obtained by the Contracting authority does not conform to the factual situation.

If a Tenderer believes that its rights have been violated or such violation is possible due to possible violation of the regulatory enactments of the European Union or other regulatory enactments, the Tenderer has the right to submit a complaint to the Administrative court according to the procedure stipulated in the Section 9, Paragraph 23 of the Public Procurement Law and Administrative Procedure Law regarding the Tenderer selection requirements, Technical specification or other requirements relating to Procurement, or relating to the activities by the Contracting authority or the Procurement commission during the Procurement.

**Subject-matter of the Procurement**

* 1. The subject-matter of the Procurement is Neural Machine Translation software from/ to 4 languages (English, Estonian, Latvian and Lithuanian) and maintenance services in accordance with Annex No 1 “Technical specification” (hereinafter – Services).
	2. The applicable CPV code is 72000000-5 (IT services: consulting, software development, Internet and support).
	3. The delivery of the Services will take place in Latvia, Estonia and Lithuania.
	4. The period for software supply and implementation (including initial software training services) shall not exceed 4 (four) weeks after conclusion of the contract. The total period of provision of Services (including software maintenance period) shall be 12 (twelve) months after conclusion of the Contract. The Contract may be extended on the same terms for period until the total amount of the Contract reaches 41 999,99 EUR (forty-one thousand nine hundred ninety-nine euro, 99 cents) without VAT.

TENDERER

The Proposal can be submitted by:

A Supplier who is a legal or natural person (hereinafter – the Tenderer) which offers on the market to perform works, supply products or provide services accordingly and who complies with the selection criteria for Tenderers;

A group of Suppliers (hereinafter also – the Tenderer, partnership) which offer on the market to perform works, supply products or provide services accordingly and who complies with the selection criteria for Tenderers:

A group of Suppliers who have formed a partnership for Procurement. In this case all the members of the partnership shall be listed in Annex No 2 “Application for participating in the Procurement”. If it will be decided to award contracting rights to such partnership, then prior to concluding the Contract the partnership shall at its discretion either enter into a partnership agreement (within the meaning of Latvian Civil Law Sections 2241-2280) and shall submit one copy of this agreement to the Contracting authority or establish a general or limited partnership (within the meaning of Latvian Commercial Law, Chapter IX and X) and notify the Contracting authority in writing;

An established and registered partnership (a general partnership or a limited partnership within the meaning of Latvian Commercial Law, Chapter IX and X) which complies with the selection criteria for Tenderers.

Selection criteria for Tenderers

* 1. Exclusion grounds

The Contracting authority shall exclude the Tenderer from further participation in the Procurement in any of the following circumstances:

| No | Requirement | Documents to be submitted (unless documents are specifically requested by the Procurement commission, no obligation to submit any) |
| --- | --- | --- |
| * + 1.
 | It has been detected that on the last day of Proposal submission term or on the day when a decision has been made on possible granting of rights to conclude the Procurement Contract, the Tenderer has tax debts in Latvia or a country where it has been incorporated or is permanently residing, including debts of mandatory state social insurance contributions, exceeding 150 euro in total in any of the countries.  | * For a Tenderer which is registered or residing in Latvia, the Contracting authority shall verify the information itself in publicly available databases.
* For a Tenderer which is registered or residing outside of Latvia the Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence.
 |
| * + 1.
 | Tenderer’s insolvency proceedings have been announced (except where a set of measures aimed at restoring the solvency of the debtor is applied in the insolvency proceedings), the Tenderer’s business activities have been suspended, the Tenderer is under liquidation. | * For a Tenderer which is registered or residing in Latvia, the Contracting authority shall verify the information itself in publicly available databases.
* For a Tenderer which is registered or residing outside of Latvia, the Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence.
 |
| * + 1.
 | In case a person who drafted the Procurement procedure documents (Contracting authority’s official or employee), Procurement commission member or expert is related to the Tenderer, or is interested in selection of some Tenderer, and the Contracting authority cannot prevent/resolve this situation by measures that cause less restrictions on Tenderers (such a Tenderer shall be excluded from the Procurement). A person who drafted the Procurement documents (Contracting authority’s official or employee), Procurement commission member or expert is presumed to be related to the Tenderer in any of the following cases:* If he or she is a current or and ex-employee, official, shareholder, procura holder or member of a Tenderer or a subcontractor which are legal persons and if such relationship with the legal person terminated within the last 24 (twenty-four) months;
* If he or she is the father, mother, grandmother, grandfather, child, grandchild, adoptee, adopter, brother, sister, half-brother, half-sister or spouse (hereinafter – relative) of a Tenderer’s or subcontractor’s, which is a legal person, shareholder who owns at least 10% of the shares in a joint-stock company, shareholder in a limited liability company, procure holder or an official;
* or if he or she is a relative of a Tenderer or a subcontractor which is a natural person.

If the Tenderer is a partnership, consisting of natural or legal persons, a relation to the Tenderer is presumed also if a person who drafted the Procurement documents (Contracting authority’s official or employee), Procurement commission member or expert is related to a member of a partnership in any of the above-mentioned ways. | No obligation to submit documents, unless specifically requested by the Procurement commission. |
| * + 1.
 | The Tenderer is offshore[[1]](#footnote-2) legal entity or association of persons. | * For a Tenderer which is registered in Latvia, the Contracting authority shall verify the information itself by using the information system laid down by the Cabinet of Ministers, obtaining information from the Enterprise register.
* For a Tenderer which is registered outside of Latvia, the Tenderer shall submit a copy of a valid registration certificate or a similar document issued by a competent authority, wherefrom at least the fact of registration country of the Tenderer can be determined.
 |
| * + 1.
 | International or national sanctions or substantial sanctions by the European Union (EU) or the North Atlantic Treaty Organization (NATO) Member State affecting the interests of the financial and capital market has been imposed to the:1. Tenderer or a person who is the Tenderer’s management board or supervisory board member, beneficial owner[[2]](#footnote-3), person with representation rights or a procura holder, or a person who is authorised to represent the Tenderer in operations in relation to a branch,
2. member of the partnership or a person who is the partnership’s management board or supervisory board member, beneficial owner person with representation rights or a procura holder (if the Tenderer is a partnership),

and such sanctions can affect the execution of the Procurement contract.  | * For a Tenderer registered or residing in Latvia Contracting authority shall verify the information itself from the Register of Enterprises of the Republic of Latvia.

For a Tenderer registered or residing outside of Latvia Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence with all the information necessary for the examination regarding the Tenderer or a member of the partnership if the Tenderer is a partnership), including but not limited, information about beneficial owner or the fact that there is no possibility to find out the beneficial owner. |

* 1. Legal standing and suitability to pursue the professional activity

| No | Requirement | Documents to be submitted |
| --- | --- | --- |
| * + 1.
 | The Tenderer or all members of the partnership (if the Tenderer is a partnership) must be registered in the Registry of Enterprises or Registry of Inhabitants, or an equivalent register in their country of residence, if the legislation of the respective country requires registration of natural or legal persons. | * For a Tenderer (or a member of a partnership), a person on whose capacity a Tenderer relies, which is a legal person registered in Latvia, the Contracting authority shall verify the information itself in publicly available databases.
* For a Tenderer (or a member of a partnership), a person on whose capacity a Tenderer relies, which is a natural person – a copy of an identification card or passport.
* For a Tenderer (or a member of a partnership), a person on whose capacity a Tenderer relies, which is a legal person registered abroad (with its permanent place of residence abroad) – a copy of a valid registration certificate or a similar document issued by a foreign authority in charge of the registration of legal persons in the country of their residence wherefrom at least the fact of registration, shareholders, officials and procura holders (if any) can be determined.
* If a Proposal is submitted by a partnership, the Proposal shall include an agreement (or letter of intent to enter into agreement) signed by all members on the participation in the Procurement which lists responsibilities of each and every partnership members and which authorizes one key member to sign the Proposal and other documents, to receive and issue orders on behalf of the partnership members, and with whom all payments will be made. The Tenderer additionally indicates (in this document) the member of the partnership on whose capacity it relies to certify it`s financial and economic performance and who will be financially and economically responsible for the fulfilment of the Contract.
* If the Proposal or any other document, including any agreement, is not signed by the legal representative of the Tenderer, members of the partnership or person on whose capacity the Tenderer relies, then a document certifying the rights of the persons who have signed the Proposal or any other documents to represent the Tenderer, a member of the partnership or a person on whose capacity the Tenderer is relying (powers of attorney, authorization agreements etc.) must be included.
 |
| * + 1.
 | The representative of the Tenderer, or a member of a partnership, or a person on whose capacity a Tenderer relies who has signed documents contained in the Proposal has the right of signature, i.e., it is an official having the right of signature or a person authorized by the Tenderer. | * A document confirming the right of signature (representation) of the representative of the Tenderer or a member of a partnership, or a person on whose capacity a Tenderer relies, who signs the Proposal. For a Tenderer (or a member of a partnership), a person on whose capacity a Tenderer relies, which is a legal person registered in Latvia the Contracting authority shall verify the information itself in publicly available databases.
* If the Tenderer (or a member of a partnership), or a person on whose capacity a Tenderer relies, submits a power of attorney (original or a copy certified by the Tenderer) there shall be additionally submitted documents confirming that the issuer of the power of attorney has the right of signature (representation) of the Tenderer.
 |

* 1. Technical and professional ability

| No | Requirement | Documents to be submitted |
| --- | --- | --- |
|  8.3.1. | Within the last 7 (seven) years until the date of submission of the Proposal (starting from 2012) the Tenderer has gained experience as the main contractor in the execution of at least 1 (one) contract for Neural Machine Translation software supply and maintenance for Latvian, Estonian and Lithuanian languages, with the software maintenance period not less than 1 (one) year. The Tenderer can certify compliance with the above-mentioned requirement with several contracts for Neural Machine Translation software supply and maintenance for every language (Latvian, Estonian, Lithuanian) separately or in any other combination.If the Tenderer is established at the later date, the amount of experience will be required for a shorter period. | * Filled and signed Annex No. 4 “Description of the Tenderer’s experience”, where the Tenderer’s experience is clearly specified.
 |
| 8.3.2. | The Tenderer is licence owner or authorized license distributer (reseller) of the software which will be proposed. | * If the Tenderer is licence owner – in Technical proposal must be approved compliance with the requirement 8 “Software licence” of Annex No 1 ”Technical specification”, if the Tenderer is authorized license distributer (reseller) – submit licence owner approval letter that the Tenderer is authorized licence distributer (reseller).
 |
| 8.3.3. | The Tenderer provides data storage within the European Union or European Economic Area and fully adhere to the General Data Protection Regulation (GDPR).  | * in Technical proposal must be approved compliance with the requirement 3 “Data Storage Location” of Annex No 1 ”Technical specification”
 |

Information provided in the Proposal to prove the compliance with above-mentioned requirements for Technical and professional ability (Section 8.3 of the Regulations) shall be clear and understandable without any additional analysis or external proof of the submitted information. The Contracting authority shall not be obliged to use additional sources of information to decide regarding Tenderer’s compliance with the qualification requirements. The Tenderer shall remain fully responsible for the provision of sufficiently detailed information in the Proposal required to confirm clearly the compliance with qualification requirements set in the Regulations.

Notices and other documents which are issued by Latvian competent institutions are accepted and recognized by the Procurement commission, if they are issued no earlier than 1 (one) month prior to the date of submission of particular notices and documents. Notices and other documents which are issued by foreign competent institutions are accepted and recognized by the Procurement commission, if they are issued no earlier than 6 (six) month prior to the date of submission of notices and documents, if the issuer of the notice or document has not set shorter period of validity.

If the documents with which a Tenderer registered or permanently residing abroad can certify its compliance with the requirements of Section 8.1 of the Regulations are not issued or these documents are insufficient, such documents can be replaced with an oath or, if the regulatory enactments of the country in question do not allow for an oath, - with a certification by the Tenderer or by another person mentioned in Section 8.1 of the Regulations before a competent executive governmental or judicial institution, a sworn notary or a competent organization of a corresponding industry in their country of registration (permanent residence). Regarding all documents submitted based on an oath given under law (e.g. sworn-statements, declarations on oath etc.), the Tenderer must provide (indicate) legal grounds to law or enactment in accordance with such statements or declarations on oath have been given.

1. Reliance on the capacity of other persons

For the fulfilment of the Contract, to comply with the selection requirements for the Tenderers relating to the economic and financial standing and technical and professional capacity, the Tenderer may rely on the capacity of other persons, regardless of the legal nature of their mutual relationship. In this case:

The Tenderer indicates in the Proposal all persons on whose capacity it relies by filling in the table which is attached as Annex No 4 “A list of other entities on whose capacity Tenderer relies” and proves to the Contracting authority that the Tenderer shall have available all the necessary resources for the fulfilment of the Contract by submitting a signed confirmation or agreement on cooperation and/or passing of resources to the Tenderer between such persons and the Tenderer. The confirmations and agreements on cooperation and passing of resources can be replaced by the Tenderer with any other type of documents with which the Tenderer is able to prove that the necessary resources will be available to the Tenderer and will be used during the term of fulfilment of the Contract.

Documents on cooperation and passing of resources must be sufficient to prove to the Contracting authority that the Tenderer will have the ability to fulfil the Contract, as well as that during the validity of the Contract the Tenderer will in fact use the resources of such person upon whose capacity the Tenderer relies.

* + 1. The Contracting authority shall require joint and several liabilities for the execution of the Contract between the:
			1. Tenderer and a person on whose capacity the Tenderer is relying to certify it`s financial and economic performance and who will be financially and economically responsible for fulfilment of the Contract/-s;
			2. Each member of the partnership (if the Tenderer is a partnership) on whose capacity the Tenderer is relying and who will be financially and economically responsible for fulfilment of the Contract/-s.
	1. The Contracting authority shall evaluate the person on whose capacity the Tenderer to whom the rights to conclude the Contract should be assigned is relying according to Section 8.1.1 - 8.1.3 and Section 8.1.5 of the Regulations.
1. Subcontracting

The Tenderer shall indicate in the Proposal all Tenderer’s subcontractors whose share of services is equal to or exceeds 10% of the Contract price by filling in the table which is attached as Annex No 5 “A list of subcontractors”.

* 1. The Contracting authority shall evaluate the subcontractor (whose share of services is equal to or exceeds 10% of the Contract price) of the Tenderer to whom the rights to conclude the Contract should be assigned according to Sections 8.1.5 the Regulations.
1. TECHNICAL PROPOSAL
	1. Tenderers shall submit a technical proposal in accordance with this Section considering requirements of Annex No 1 “Technical specification”. Technical proposal must contain the following:
		1. Filled table of Annex No 1 “Technical specification”.
		2. The Tenderer provides a testing environment of Neural Machine Translation software for the Procurement Commission to execute test translation task for free and evaluate it in accordance with relevant evaluation criteria. The Tenderer should give instruction in technical proposal concerning link and login to Neural Machine Translation software, or other information that will make able to execute software testing.
2. financial proposal

The Financial proposal shall be submitted as part of Annex No 6.

12.2.  The proposed contract price shall include Neural Machine Translation software supply, translation system development/training, support and maintenance services, all taxes, fees and payments, and all costs related to the fulfilment of the specific services, that can be reasonably estimated, except VAT. The Tenderer must specify all payments included in total contract price, which will be considered if the contract is extended for the next period in accordance with Clause 6.4. of the Regulation.

* 1. The costs shall be specified in EUR.

The costs must be calculated and indicated with an accuracy of 2 (two) decimal places after comma. If more than 2 (two) decimal places after comma will be indicated, then only the first two decimal places will be considered.

1. Contents and form of the Proposal

Documents to be included in the Proposal:

Title page with title “Proposal for Procurement “**The supply and maintenance of** **Neural Machine Translation Software**”, ID No RBR 2019/12”, name, address and contact information of the Tenderer (recommended);

Table of contents with page numeration (recommended);

Application for participation in the Procurement in accordance with Annex No 2;

Technical proposal (see Section 11 of the Regulations);

Financial proposal in accordance with Annex No 6;

Information and documents confirming compliance of the Tenderer with the selection criteria for the Tenderers (set in Section 8 of the Regulations);

Information and documents relating to other entities on whose capacity the Tenderer is relying (in accordance with Annex No 4);

Information and documents relating to subcontractors (in accordance with Annex No 5).

The Proposal must be submitted in a written form in English or Latvian (if submitted in Latvian, translation in English of the Proposal must be provided together with the Proposal).

The Proposal may contain original documents or their derivatives (e.g. copies). In the Proposal or in reply to a request of the Procurement commission the Tenderer shall submit only such original documents which have legal force. For the document to gain legal force it must be issued and formatted in accordance with the Law on Legal Force of Documents (<https://likumi>.lv/ta/en/id/210205-law-on-legal-force-of-documents) but public documents issued abroad shall be formatted and legalized in accordance with the requirements of the Document Legalization Law (<https://likumi>.lv/ta/id/301436-dokumentu-izstradasanas-un-noformesanas-kartiba). Public documents issued abroad can be self-approved by the Tenderer, if it is applicable by the legislation of the respective country. When submitting the Proposal, the Tenderer has the right to certify the correctness of all submitted documents’ derivatives and translations with one certification.

The Tenderer shall submit a Proposal sewn or bound together, the loose ends of the ribbon fixed so that they cannot be opened without damaging the fixation, upon which the Tenderer must confirm with a signature the number of pages contained in the Proposal.

The Proposal must be signed by a person who is legally representing the Tenderer or is authorized to represent the Tenderer in this Procurement.

* 1. The tenderer shall submit:
		1. one (1) signed original, one (1) hard copy and a digital format (USB containing files in MS Office format or PDF format) copy of the Proposal or
		2. one (1) digital format original (USB containing one eDoc, PDF or ASIC-E file) signed by secure e-signature[[3]](#footnote-4) and valid time seal and one (1) hard copy of the Proposal.

Tenderer shall submit Proposal in a glued-up envelope on which it shall be indicated:

* + 1. Name and address of the Contracting authority: RB Rail AS, Kr. Valdemāra iela 8-7, Riga, LV-1010, Latvia;
		2. Tenderer’s name, registration No, legal address, contact information;
		3. Indication “Proposal for Procurement “The supply and maintenance of Neural Machine Translation Software”, ID No RBR 2019/12. Do not open until 3 October 2019 at 14:00 o’clock”.
1. Submission of a Proposal
	1. The Proposal (documents referred to in the Section 13.1 of the Regulations) shall be submitted personally, by courier or registered mail to the RB Rail AS, Kr. Valdemāra iela 8-7, Riga, LV-1010, Latvia by

**3 October 2019 till 14:00 o’clock**.

* 1. After the term specified in Section 14.1 of the Regulations, the Contracting authority shall not accept the Proposals. Proposals received after this term shall be returned to the applicant in an unopened form.
	2. No public opening of the Proposals is planned.
	3. The Tenderer may recall or amend its submitted Proposal before the expiry of the deadline for the submission of Proposals. In case of recall or amendments, the Tenderer has to clearly indicate on the Proposal that the Proposal is recalled by indicating “RECALL” or amended by indicating “AMENDMENTS” in addition to the information mentioned in Section 13.7 of the Regulations.
1. Verification of Proposals for compliance

The Procurement commission shall proceed with the verification of compliance of Proposals received.

The Procurement commission verifies whether the submitted Proposals comply with the requirements stipulated in Section 13 of the Regulations and whether all required information and documents is submitted and selects for further evaluation the compliant Proposals.

The Procurement commission opens and evaluates the Proposals in a closed session. Procurement commission is entitled to perform evaluation of the compliance only for the Tenderer to whom the rights to conclude the Contract may be assigned.

1. VERIFICATION OF TECHNICAL PROPOSALS

The Procurement commission verifies whether the submitted Technical proposals comply with the requirements stipulated in the Section 11 of the Regulations.

1. Verification of financial Proposals

The Procurement commission verifies whether Tenderers have completed Annex No 6 “Financial proposal” in accordance with the requirements.

The Procurement commission verifies whether there are any arithmetical errors, whether an abnormally low Proposal has been received, as well as assesses and compares the contract prices proposed.

The Procurement commission informs the Tenderer whose arithmetical errors have been corrected about the correction of arithmetical errors and the corrected Financial proposal.

When evaluating the Financial proposal, the Procurement commission takes corrections into account.

The Procurement commission has the right to demand that the Tenderer explains the calculation upon which the Financial proposal is based and other related aspects to ascertain the objectivity of the Financial proposal and whether an abnormally low Proposal has been submitted.

The Procurement commission further evaluates the compliant Proposals which have not been declared as abnormally low Proposals.

1. Contract award criteria
	1. The Proposal selection criterion is the most economically advantageous proposal according to the evaluation methodology described in this Section below, which complies with the requirements stipulated by the Regulations.
	2. The economically most advantageous proposal shall be Proposal which will receive the highest sum of scores for the following criteria:

|  |  |  |
| --- | --- | --- |
| No | Evaluation criteria | Maximum score |
| 1. | **Quality of the translation,** which will be evaluated in accordance with Section 18.3. | 50 |
| 2. | **Financial proposal**, which will be evaluated in accordance with Section 18.4. | 20 |
| 3. | **Security audit,** which will be evaluated in accordance with Section 18.5. | 11 |
| 4.  | **Speed of translation,** which will be evaluated in accordance with Section 18.6. | 10 |
| 5. | **Translation formats,** which will be evaluated in accordance with Section 18.7. | 9 |
| Total: | **100** |

* 1. Evaluation of the quality of the translation
		1. Tasks (short text translation in each of the 6 language directions) will be executed in the testing environment provided by the Tenderer and will be sent to 3 independent translation agencies (experts), who shall evaluate the quality of the translated text according to these standards and check the number of mistakes[[4]](#footnote-5).
		2. The Procurement commission shall evaluate the average number of mistakes by summing up all detected mistakes in the particular Tenderer translations and divide the sum with the number of experts. The Procurement commission shall award the maximum available scores for the quality of translation to the translation with the minimum number of mistakes. Other translations shall receive scores for quality in accordance with the following formula:

$$scores=\frac{ minimum number of mistakes}{evaluated number of mistakes}× 50$$

* 1. Evaluation of the Financial proposal
		1. The Procurement commission shall award the maximum available scores for the Financial proposal to the Financial proposal with the lowest proposed price.
		2. Other Financial proposals shall receive scores in accordance with the following formula:

$$scores=\frac{lowest proposed total price from the compliant proposals}{Tenderer^{'}s proposed total price}× 20$$

* 1. Evaluation of the security audit. The Tenderer shall be awarded 11 scores if the security audit has been done for the translation software and 0 points if security audit has not been done yet.
	2. Evaluation of the speed of the translation. The average translation speed of doc. format text will be measured in seconds (speed <1 second=1 second), the fastest one will have 10 scores, and the others shall receive scores in accordance with the following formula:

$$scores=\frac{fastest translation speed}{evaluated translation speed}× 10$$

* 1. Evaluation of the translation formats. The Tenderer shall be awarded scores for each documentation format, that will be supported by the software, as follows:
	2. Microsoft Excel (.xlsx) -**3 scores**;
	3. Microsoft PowerPoint (.pptx.) – **3 scores**;
	4. Portable Document Format (.pdf) – **3 scores**.

The Procurement commission shall obtain scores in this criterion by summing up all scores obtained by the particular Tenderer in this criterion.

* 1. The scores shall be calculated and indicated with an accuracy of 2 (two) decimal places after comma. If more than 2 (two) decimal places after comma will be indicated, then only the first two decimal places will be considered.
	2. The Procurement commission shall obtain the final score for each Proposal by summing up scores that particular Proposal obtained in accordance with the procedure set out in Section 18.3.-18.7. of the Regulations. Contract shall be awarded to the Tenderer whose Proposal obtains the highest final score according to Section 18.8. of the Regulations.
	3. In case several Tenderers will obtain equal highest final score, the Procurement commission shall award the right to conclude the Contract to the Tenderer which will obtain higher score for its Quality of the translation. If still several Tenderers will have equal score for Quality of the translation, Procurement Commission will invite representatives of those particular Tenderers and organize a draw. In situation, when representatives of Tenderers chose to not be present at the draw, Procurement commission will carry out the draw without representatives of Tenderers present.
1. Tenderer check prior to making the decision regarding the conclusion of the contract

Prior to making the decision about assigning rights to conclude the Contract, the Procurement commission performs a check regarding the existence of grounds of exclusion for Tenderers, members of a partnership (if the Tenderer is a partnership), persons on whose capacity the Tenderer is relying to certify it`s compliance with the requirements and subcontractors.

If, in accordance with the information published on the day of the last data update in a public database, on the last day of Proposal submission or on the day when the decision regarding the possible assignment of rights to conclude a Contract is made, the Tenderer, member of a partnership (if the Tenderer is a partnership) or a person on whose capacity the Tenderer is relying to certify it`s compliance with the requirements, have tax debts, including state mandatory insurance contributions debts, the total sum of which exceeds 150 euro, the Procurement commission informs the Tenderer and sets a deadline – 10 (ten) days from the day of issuing or receiving information – for the submission of a statement evidencing absence of tax debt, including state mandatory insurance contributions debts, the total sum of which exceeds 150 euro, on the last day of Proposal submission or on the day when the decision regarding the possible assignment of rights to conclude a Contract was made.

If the Tenderer fails to submit required evidence about itself before the deadline, the Procurement commission excludes the Tenderer from participation in the Procurement.

1. Decision making, Announcement of results and entering into a Contract

The Procurement commission selects the Tenderers in accordance with the set selection criteria for Tenderers, verifies the compliance of the Proposals with the requirements stipulated in the Regulations and chooses the Proposal in accordance with the contract award criteria as described in Section 18 of the Regulations.

Within 3 (three) business days from the date of decision about the Procurement results the Procurement commission informs all the Tenderers about the decision made by sending the information by post or electronically (including through the E-Tenders system) and keeping the evidence of the date and means of sending the information. The Procurement commission announces the name of the successful Tenderer, indicating:

to the refused Tenderer – the reasons for refusing its Proposal;

to the Tenderer who has submitted an eligible Proposal – the characterization of the successful Proposal and the relative advantages;

the deadline by which the Tenderer may submit a complaint to the Administrative court regarding violations of the public procurement procedure.

If the Procurement is terminated, the Procurement commission within 3 (three) business days simultaneously informs all Tenderers about the date of decision, all the reasons because of which the Procurement procedure is terminated and informs about the deadline within which a Tenderer may apply regarding the violations of the public procurement procedure to the Administrative court.

The Procurement commission when informing of the results has the right not to disclose specific/confidential information, if it may infringe upon public interests or if the Tenderer’s legal commercial interests, or the conditions of competition would be violated.

**The selected Tenderer upon receiving the specific notification from Procurement commission must:**

within 5 (five) business days – to submit to the Contracting authority a copy of partnership agreement or notification regarding the establishment of the partnership, if required pursuant to requirements under Section 7.1.2.1 of the Regulations;

within 10 (ten) days – to sign the Contract.

The Contract is concluded based on the Tenderer’s Proposal and in accordance with Annex No 7 “Draft contract”.

The Procurement commission has the right to choose the next most economically advantageous Proposal, if the Tenderer in the time stipulated by the Regulations:

refuses to conclude a partnership contract or establish the partnership in the cases and deadlines defined by the Regulations or in the cases and deadlines defined by the Regulations does not submit a copy of the partnership contract, or does not inform of the founding of a partnership company;

refuses to conclude the Contract or does not submit signed Contract within the deadlines defined in the Regulations.

In any of such a case mentioned in Section 20.7 of the Regulations the Procurement commission is entitled to terminate this Procurement without selecting any Proposal or to select the next economically advantageous Proposal. For either of these decisions a written decision must be made.

Prior to making the decision regarding the conclusion of the Contract with the next Tenderer, the Procurement commission assesses whether the next Tenderer is one market participant together with the initially selected Tenderer. If the next selected Tenderer is found to be one market participant together with the initially selected Tenderer or it does not comply with requirements set in the Section 20.7 of the Regulations, the Procurement commission decides to terminate the Procurement without selecting any Proposal.

Annexes:

1. Technical specification on 5 (five) pages;
2. Application for participation in the Procurement on 2 (two) pages;
3. Description of the Tenderer’s experience on 1 (one) page;
4. A list of other entities on whose capacity Tenderer relies on 1 (one) page;
5. A list of the subcontractors on 1 (one) page;
6. Financial proposal on 1 (one) page;
7. Draft contract on 27 (twenty-seven) pages.

Annex No 1: Technical specification

technical specification of the procurement

“THE SUPPLY AND MAINTENANCE OF NEURAL MACHINE TRANSLATION SOFTWARE**”**

**(ID No. RBR 2019/12)**

The Joint Venture of Rail Baltica Global Project RR Rail AS communicates with partners and public in four languages: English (working language), Estonian, Lithuanian and Latvian. Thus, there is a need to translate large amounts of text, both in text and document formats. To make the process more effective, we want to use the Neural Machine Translation software.

Submitted Technical proposal for supply and maintenance of Neural Machine Translation software must comply at least with following minimum requirements, which are mandatory if not stated another:

|  |  |  |  |
| --- | --- | --- | --- |
| Requirement |  | Description of the requirement | Tenderer`s offer. |
|  | Compliance with requirement yes/no | Concise description of the compliance with the requirements  |
| 1. Training requirements for the system
 | 1.1. | In total there must be 6 Training Neural Machine Translation systems for the following translation directions:* 1. English – Latvian – English
	2. English – Estonian – English
	3. English – Lithuanian – English

The training of the Neural Machine Translation system must be based on language specifications corresponding to the legal, railway and construction fields. |  |  |
| 1.2. | During the training of the Neural Machine Translation system, the language data supplied by RB Rail AS must be used, when possible. |  |  |
| 1.3. | The system must use at least 10 million unique sentences for each pair of languages in both directions for training the Neurons Machine Translation system.  |  |  |
| 1.4. | The system must be retrained to improve translation quality once a year not including the initial training. This should be done no earlier than 6 months after the initial training. |  |  |
| 1.5. | The data gathered from RB Rail AS for system training and retraining can only be used for this purpose and afterwards must be deleted and removed from all unrelated systems. |  |  |
| 1. Main software and system requirements
 | 2.1. | The system must have dynamic integration capabilities for non-translatable entangles during the translation phase. |  |  |
| 2.2. | The Neural Machine Translation system must have an online interface, with the ability to translate text and documents. During the process the system has to as much as possible save the document formatting and websites, hyperlinks. |  |  |
| 2.3. | As minimum software must support translation for these documentation formats:* 1. Microsoft Word (.doc and .docx);
	2. Plain text (.txt);
	3. HTML.
 |  |  |
| 2.4. | The system has to be able to translate a files at least up to the size of 10 MB. |  |  |
| 2.5. | The language data obtain during the RB Rail AS usage of the services should be transferred to the RB Rail AS in some of the open file formats when requested and after the end of the contract. |  |  |
| 2.6. | It is anticipated that software will have no limitations regarding the user amount. In case there are some limitation minimal number of users must be 130. |  |  |
| 2.7. | It must be possible to integrate Active Directory for user profile creation, authentication and management purposes.  |  |  |
| 2.8. | It must be possible to integrate system in RB Rail AS intranet which is based in Microsoft SharePoint Online. |  |  |
| 2.9. | System must be able to support minimum of 130 simultaneous users with total file size of at least 1300 MB. |  |  |
| 1. Data Storage Location
 | 3.1. | Data must be stored within the European Union or European Economic Area. Exact data centres and physical locations needs to be stated. |  |  |
|  | 3.2. | Fully adhere to the General Data Protection Regulation (GDPR). |  |  |
| 1. Support and Maintenance
 | 4.1. | Provision of maintenance and technical support service from 8:00 to 19:00 (Riga time) / working days by e-mail, phone and online during whole period of the Contract. |  |  |
|  | 4.2. | The initial response and first action no later than 2 hours after receiving support request within the set support hours. |  |  |
|  | 4.3. | The Service provider as minimum must provide maintenance of the Neural Machine Translation system, keeping track of all the system processes, support function and system error fixing. |  |  |
| 1. Security
 | 5.1. | Software must have activity log registering all activities done by users and administrators. The Service provider on request will have to provide auditing records exported in a human readable format for analysis. In it there should be registered information system (IS) events: access – successful and unsuccessful connection cases, time and user code, data entry, change, delete, output, user accounts, activity with user data. The Service provider shall ensure the integrity of the audit trail. |  |  |
|  | 5.2. | All data uploaded to the software must be considered as limited accessibility information. The information system should be able to secure the necessary level of physical and logical protection of these types of data. Hence the amount of people accessing the software should be limited and reported to RB Rail AS. |  |  |
|  | 5.3. | The document submitted for translation remains within the system only during the time needed to generate the translation and must be deleted after the download but no longer than 20 minutes after the translation process has ended. It has to be ensured that the data are deleted in such way that it cannot be restored. |  |  |
|  | 5.4. | At any moment it can be requested from RB Rail AS to go through the security audit for the software, with no additional costs. If the Supplier has done it, it will be seen as advantage and evaluated in accordance with the Regulations evaluation criteria stipulated in Section18.5.  |  |  |
|  | 5.5. | The user authentication must meet these security standards:* 1. Minimum length 8 characters;
	2. Include these character types: lowercase and uppercase letters, numbers and symbols.
 |  |  |
|  | 5.6. | It is mandatory to have 2-factor authentications. |  |  |
|  | 5.7. | Access to the profile should be blocked no later than after five failed authentication attempts. |  |  |
|  | 5.8. | The Service provider provides service security management when providing remote services in order to minimise the risks of the Customer. |  |  |
|  | 5.8. | The data uploaded to the system cannot be accessed or used by third parties.  |  |  |
|  | 5.9. | The Tenderer certifies that the information systems (IS) used for provision of the Services is protected in accordance with the Tenderer’s IS security policy, technical and organizational IS security measures established in the framework of risk management and comply with current cybersecurity best practice. The Tenderer has implemented incident management procedures such as identification of incidents, mitigation and removal of consequences, incident recording, preservation of evidence. |  |  |
| 1. Additional requirements:
 | 6.1. | It would be preferred if software would support translation for these documentation formats:* 1. Microsoft Excel (.xlsx);
	2. Microsoft PowerPoint (.pptx.);
	3. Portable Document Format (.pdf).

Every above-mentioned documentation format will be evaluated in accordance with the Regulations evaluation criteria stipulated in Section 18.7. |  |  |
|  | 6.2. | The Services should include the regular maintenance and support for the software.  |  |  |
|  | 6.3. | The Users and Administrators manuals should be prepared containing the basic information needed for both audiences. The Manuals should be sent to RB Rail AS before the launch of the system. |  |  |
| 1. Testing environment of Neural Machine Translation software
 | 7.1. | The Tenderer provides a testing environment of Neural Machine Translation software for the Procurement Commission to execute test translation task for free and evaluate it in accordance with relevant evaluation criteria. The Tenderer gives instruction concerning link and login to Neural Machine Translation software, or other information that will make able to execute software testing. |  |  |
| 1. Software licence
 | 8.1. | The Tenderer is license owner. *(If the Tenderer is authorized license distributer (reseller) – submit licence owner approval letter that the Tenderer is authorized licence distributer (reseller))* |  |  |
| 1. Additional information
 | 9.1. | Additional information on offered Neural Machine Translation software, support and maintenance services. |  |  |

**Annex No 2: Application**

APPLICATION FOR PARTICIPATION IN THE PROCUREMENT

“The supply and maintenance of Neural Machine Translation Software”

**(ID No. RBR 2019/12)**

|  |  |
| --- | --- |
| **Name of the Tenderer or all members of the partnership** |  |
| **Registration number of the Tenderer or all members of the partnership** |  |
| **VAT payer registration number of the Tenderer or all members of the partnership** |  |
| **Name, surname and position of the person authorized to represent the Tenderer or name of nominated representative (in case of established partnership)** |  |
| **Legal address of the Tenderer or all members of the partnership** |  |
| **Correspondence address of the Tenderer or all members of the partnership** |  |
| **Bank of the Tenderer or all members of the partnership** |  |
| **Bank code (SWIFT) of the Tenderer or all members of the partnership** |  |
| **Bank account (IBAN) of the Tenderer or all members of the partnership** |  |
| **Contact person and contact information of the Tenderer (name, surname, position, telephone number, e-mail)** |  |

By submitting the Proposal, the Tenderer hereby:

1. Confirms participation in the Procurement “The supply and maintenance of Neural Machine Translation Software”, ID No RBR 2019/12;
2. Confirms that, if the Tenderer will be awarded the Contract, the Tenderer will provide quality and timely performance of the contractual liabilities for the offered price and in accordance with the requirements of the Annex No 1 “Technical specification” and its Technical proposal;
3. Confirms that Regulations is clear and understandable, that it does not have any objections and complaints and that in the case of granting the right to enter into a Contract it shall fulfil all conditions of the Regulations as well as enter into a Contract in accordance with the Draft contract enclosed with the Regulations (Annex No 7 “Draft contract”);
4. Confirms that in the preparation and submission of its Proposal, Tenderer has fully considered all the clarifications issued by the Contracting authority;
5. Confirms that offered services are free from all liens, interests or other rights of third parties;
6. Confirms that Tenderer has prepared the quotation without connection with any other person, company or parties likewise submitting a quotation and that it is in all respects for in good faith, bona fide, without collusion or fraud;
7. Agrees that the Contracting authority reserves itself the right to reject any or all Proposals and cancel the procurement process before entry into Contract on the grounds specified in the Regulations or the law.
8. Guarantees that all information and documents provided are true.
9. **Confirms[[5]](#footnote-6) that meets the criteria of (please indicate by ticking relevant box):**

🞏 a small 🞏 medium 🞏 other

sized enterprise[[6]](#footnote-7) as defined in the Article 2 of the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprise.[[7]](#footnote-8)

|  |  |
| --- | --- |
| [date of signing] | [name and position of the representative of the Tenderer] |

Annex no 3: experience of the tenderer

**Description of the tenderer’s experience for the Procurement**

“The supply and maintenance of Neural Machine Translation Software”

**(ID No. RBR 2019/12)**

|  |  |  |  |
| --- | --- | --- | --- |
| No | Client, client’s contact information for references (name of representative, phone, e-mail)[[8]](#footnote-9) | Period of the contract(month/year – month/year) | Description of the services provided what characterize required experience, stated in Section 8.3.1. of the Regulations |
| 1. |  |  |  |
| 2. |  |  |  |
| 3. |  |  |  |
| n+1 |  |  |  |

|  |  |
| --- | --- |
| [date of signing] | [name and position of the representative of the Tenderer] |

Annex No 4: other Entities on whose capacity tenderer relies

**a list of other entities on whose capacity tenderer relies to meet the requirement of the Procurement**

“The supply and maintenance of Neural Machine Translation Software”

 **(ID No. RBR 2019/12)**

|  |  |  |
| --- | --- | --- |
| No | Name of the entity (registration No., legal address) | Description of the capacity |
| 1 |  |  |
| 2 |  |  |
| n+1 |  |  |

|  |  |
| --- | --- |
| [date of signing] | [name and position of the representative of the Tenderer] |

Annex No 5: Subcontractors

**a list of the subcontractors for the Procurement**

“The supply and maintenance of Neural Machine Translation Software”

 **(ID No. RBR 2019/12)**

|  |  |  |
| --- | --- | --- |
| No | Name of the sub-contractor (registration No., legal address) | Sub-contracted tasks |
| **Description of the sub-contracted task** | **Amount, EUR (without VAT)** | **% from the proposed price** | **Size of the enter-prise[[9]](#footnote-10)** |
| **Total amount of the sub-contracted tasks is equal to or exceeds 10% from the proposed contract price** |
| 1 |  |  |  |  |  |
| 2 |  |  |  |  |  |
| n+1 |  |  |  |  |  |
|  |  |  |  |  |  |
| **Total:** |  |  |  |
| **Total:** |  |  |  |
| **Total (I+II)** |  |  |  |

|  |  |
| --- | --- |
| [date of signing] | [name and position of the representative of the Tenderer] |

**Annex No 6: financial proposal**

**financial Proposal for the procurement**

“The supply and maintenance of Neural Machine Translation Software”

 **(ID No. RBR 2019/12)**

The Tenderer [*name of the Tenderer*] offers to deliver Services in accordance with the Annex No 1 “Technical specification” for the following costs[[10]](#footnote-11):

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No** | **Service** | **Unit** | **Quantity** | **Unit price EUR, excl. VAT** | **Amount EUR,****excl. VAT** |
| 1 | Fee for the supply of the software and its initial training | 1 | 1 |  |  |
| 2 | Monthly fee for the software maintenance and support of the software for the duration of the Services (i.e. 12 months)[[11]](#footnote-12) | 1 | 12 |  |  |
| 3 | Software re-training fee  | 1 | 1 |  |  |
|  | Total price (excl. VAT) |  |
|  | VAT |  |
|  | Total price (incl. VAT) |  |

Total price EUR (excl. VAT) in words: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

|  |  |
| --- | --- |
| [date of signing] | [name and position of the representative of the Tenderer] |

Annex No 7: Draft contract

1. With the assignment of definition **“Offshore”** here and for all references to “Offshore” Procurement commission understands: low tax or tax-free country or territory in accordance with Corporate income tax law of the Republic of Latvia except Member Dates of EEA (European Economic Area) or its territories, Member States of the World Trade Organization Agreement on State Treaties or territories and such countries and territories with which European Union and Republic of Latvia has international agreements for open market in public procurement area. [↑](#footnote-ref-2)
2. a natural person who is the owner of the customer - legal person - or who controls the customer, or on whose behalf, for whose benefit or in whose interests business relationship is being established or an individual transaction is being executed, and it is at least:

a) regarding legal persons - a natural person who owns, in the form of direct or indirect shareholding, more than 25 per cent of the capital shares or voting stock of the legal person or who directly or indirectly controls it;

b) regarding legal arrangements - a natural person who owns or in whose interests a legal arrangement has been established or operates, or who directly or indirectly exercises control over it, including who is the founder, proxy or supervisor (manager) of such legal arrangement. [↑](#footnote-ref-3)
3. Issued by organisation, which is included in the Trusted list according to the Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 [↑](#footnote-ref-4)
4. Mistakes means any kind of grammar or spelling error, or incorrect word choice given the original word`s meaning. [↑](#footnote-ref-5)
5. Tenderer must indicate size of enterprise for each member of the partnership, if the Tenderer is a partnership. Please [↑](#footnote-ref-6)
6. The information on the size of the Tenderer is used solely for statistical purposes and is not in any way whatsoever used in the evaluation of the Tenderer or the Proposal. [↑](#footnote-ref-7)
7. Available here - <http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.L_.2003.124.01.0036.01.ENG&toc=OJ:L:2003:124:TOC> [↑](#footnote-ref-8)
8. In case of doubt, the Contracting authority has the right to contact the Client to verify that the services specified complies with the requirements set in Section 8.3.1.of the Regulations. [↑](#footnote-ref-9)
9. Please indicate the size of enterprise (small, medium or other) as defined in the Article 2 of Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprise. Available here: <http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.L_.2003.124.01.0036.01.ENG&toc=OJ:L:2003:124:TOC> [↑](#footnote-ref-10)
10. When preparing the Financial proposal, the rules of Section 12.2 of the Regulations shall be considered. [↑](#footnote-ref-11)
11. In case the Service period is extended only the fee for the support and maintenance of the software and re-training fee (if the Contract Authority deems it necessary to have another re-training of the Software during such an extension period) shall be paid to the Supplier during the period of extension, unless Supplier can reasonably prove expenses additional to ensure the continued provision of the Service. [↑](#footnote-ref-12)