

REGULATIONS

FOR THE PROCUREMENT

“ORGANISATION SERVICES FOR RAIL BALTICA GLOBAL FORUM”

(IDENTIFICATION NO RBR 2019/23)



**Co-financed by the Connecting Europe
Facility of the European Union**

Riga
2019

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1. ABBREVIATIONS AND TERMS

- 1.1. **Common procurement vocabulary (CPV)** – a nomenclature approved by the European Union which is applied in public procurement procedures;
- 1.2. **Contract** – signed agreement between Contracting authority and a Contractor to provide services defined in these regulations;
- 1.3. **Contracting authority** – the joint stock company RB Rail AS, registration number 40103845025, legal address: Kr. Valdemāra iela 8-7, Riga, LV-1010, Latvia;
- 1.4. **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;
- 1.5. **Identification number** – designation which includes the abbreviation of the name of the Contracting authority (the first capital letters), the relevant year and the procurement sequence number in ascending order (RBR 2019/23);
- 1.6. **Procurement** – a procurement procedure "Organisation Services for Rail Baltica Global Forum" (identification number: RBR 2019/23) in which all interested Suppliers are entitled to submit their Proposals;
- 1.7. **Procurement commission** – commission that has been established by the joint stock company RB Rail AS, order No 11/2019-83 dated 13 December 2019, issued by the Management Board of joint stock company RB Rail AS;
- 1.8. **Proposal** – documentation package the Tenderer submits to participate in the Procurement;
- 1.9. **Public Procurement Law** – Public Procurement Law of the Republic of Latvia;
- 1.10. **Regulations** – regulations of the Procurement "Organisation Services for Rail Baltica Global Forum" (identification number: RBR 2019/23), as well as all the enclosed annexes;
- 1.11. **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;
- 1.12. **Tenderer** – a Supplier which has submitted a Proposal.

2. GENERAL INFORMATION

- 2.1. The identification number of the Procurement is No RBR 2019/23.
- 2.2. The applicable CPV codes are: 79952000-2 (Event services) and 55520000-1 (Catering services).
- 2.3. The Procurement is co-financed by the Contracting authority and Connecting Europe Facility (CEF).
- 2.4. Procurement is organized in accordance with the Public Procurement Law in effect on the date of publishing the Contract notice.
- 2.5. Procurement is carried out using E-Tenders system (<https://www.eis.gov.lv/EKEIS/Supplier>) which is subsystem of the Electronic Procurement System (<https://www.eis.gov.lv/EIS/>).
- 2.6. The Regulations is freely available on Contracting authority's profile in the E-Tenders system at webpage <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/15439> and the webpage of the Contracting authority <http://railbaltica.org/tenders/>.
- 2.7. Amendments to the Regulations and answers to Suppliers' questions shall be published on Contracting authority's profile in the E-Tenders system at webpage <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/15439> 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.
- 2.8. Contact person of the Contracting authority for Procurement is Procurement Manager Aiga Benfelde, telephone: +371 26360325, e-mail address: aiga.benfelde@railbaltica.org.
- 2.9. 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.

- 2.10. If the Supplier does not have access to the E-Tenders system, the Supplier shall 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/>.
- 2.11. The Supplier can request additional information regarding the Regulations. Additional information can be requested in writing via the E-Tenders system or (in case the Supplier does not yet have access to the system) by sending it to the Procurement commission electronically via e-mail (see Subsection 2.7. 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 6 (six) days prior to the deadline of the Proposal submission. The Procurement commission shall provide response within 5 (five) business days from the day of receipt of the request from the Supplier.
- 2.12. 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.

3. THE RIGHTS OF THE PROCUREMENT COMMISSION

- 3.1. 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.
- 3.2. 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.
- 3.3. In the course of Proposal assessment, the Procurement commission has the right to demand that the included information is clarified.
- 3.4. If the Procurement commission determines that the information about the Tenderer, its subcontractors and persons upon whose capacity the Tenderer is relying 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.

4. THE OBLIGATIONS OF THE PROCUREMENT COMMISSION

- 4.1. The Procurement commission ensures the process documentation of the Procurement.
- 4.2. The Procurement commission ensures free and direct electronic access to the Procurement documents on Contracting authority's profile at the E-Tenders system's webpage <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/15439> and on the webpage of the Contracting authority <http://railbaltica.org/tenders/>.
- 4.3. If an interested Supplier has in a timely fashion in writing by post or electronically (including via E-Tenders system), or delivering in person requested additional information about the requirements included in Procurement documents regarding the preparation and submission of the Proposal or regarding the selection of Tenderers, the Procurement commission provides a response electronically within 5 (five) business days but not later than 6 (six) days before the deadline for submitting Proposals. Simultaneously with sending this information to the Supplier who had asked the question, the Contracting authority publishes this information on Contracting authority's profile in the E-Tenders system's webpage <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/15439> and on its webpage <http://railbaltica.org/tenders/> where Procurement documents are available, indicating the question asked.

- 4.4. If the Contracting authority has amended the Procurement documents, it publishes this information on Contracting authority's profile in the E-Tenders system's webpage <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/15439> and on the Contracting authority's webpage <http://railbaltica.org/tenders/> where Procurement documents are available, no later than 1 (one) day after the notification regarding the amendments has been submitted to Procurement Monitoring Bureau for publication. If Supplier wishes to receive relevant updates/ notifications by email regarding the Procurement exercise (e.g. when amendments to the procurement package documentation are published), Supplier shall register as an interested supplier on the E-Tenders system for the particular Procurement exercise accordingly.
- 4.5. 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.
- 4.6. The Procurement commission assesses the Tenderers and their Proposals based on the Public Procurement Law, Procurement documents, as well as other applicable regulatory enactments.
- 4.7. The Procurement commission prepares a report on the Procurement and publishes it on Contracting authority's profile in the E-Tenders system's webpage <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/15439> and on the Contracting authority's webpage <http://railbaltica.org/tenders/> within 5 (five) business days from the day when the decision about the results of the Procurement is made.

5. THE RIGHTS OF THE TENDERER

- 5.1. The Tenderer has the right to submit registration documents for the Electronic Procurement System (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/>).
- 5.2. 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.
- 5.3. 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.
- 5.4. 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 Procurement Monitoring Bureau according to the procedure stipulated in the Section 68 of Public Procurement 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.

6. SUBJECT-MATTER OF THE PROCUREMENT

- 6.1. The subject-matter of the Procurement is purchase of organization services for Rail Baltica Global Forum in accordance with Annex No 3 "Technical specification" (hereinafter – the Services).
- 6.2. The Services will be provided in Riga, Latvia.
- 6.3. The Tenderer can submit a Proposal for the entire volume of the Procurement only. No partial Proposals will be accepted.
- 6.4. 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.
- 6.5. The estimated value of the contract is: 70 000,00 EUR (seventy thousand *euro zero cents*), excluding value added tax (hereinafter – VAT).

7. TENDERER

7.1. The Proposal can be submitted by:

- 7.1.1. 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;
- 7.1.2. A group of Suppliers (hereinafter also – the Tenderer, partnership) which offers on the market to perform works, supply products or provide services accordingly and who complies with the selection criteria for Tenderers:
 - (a) 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 1 "Application form". 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 the Civil Law of the Republic of Latvia, 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 the Commercial Law of the Republic of Latvia (hereinafter – the Commercial Law), Division IX and X) and notify the Contracting authority in writing;
 - (b) An established and registered partnership (a general partnership or a limited partnership within the meaning of the Commercial Law, Division IX and X) which complies with the selection criteria for Tenderers.

8. SELECTION CRITERIA FOR TENDERERS

8.1. 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 ¹
1.	<p>Within previous 3 (three) years before submission of the Proposal the Tenderer or a person who is Tenderer's management board or supervisory board member, 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, has been found guilty of or has been subjected to coercive measures for committing any of the following criminal offences by such a public prosecutor's order regarding punishment or a court judgement that has entered into force and may not be challenged and appealed:</p> <p>a) establishment, management of, involvement in a criminal organization or in an organized group included in the criminal organization or other criminal formation, or participation in criminal offences committed by such an organization,</p> <p>b) bribe-taking, bribery, bribe misappropriation, intermediation in bribery, unauthorized participation in property transactions, taking of prohibited benefit, commercial bribing, unlawful</p>	<ul style="list-style-type: none"> - For a Tenderer and a person who is Tenderer's management board or supervisory board member, 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, who is registered or residing in Latvia, the Contracting authority shall verify the information itself in publicly available databases. - For a Tenderer and a person who is Tenderer's management board or supervisory board member, 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, who 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 There is no obligation to submit documents, unless specifically requested by the Procurement commission.

No	Requirement	Documents to be submitted ¹
	<p>claiming of benefits, accepting or providing of benefits, trading influences,</p> <p>c) fraud, misappropriation or money-laundering,</p> <p>d) terrorism, terrorism funding, creation or organization of a terrorist group, traveling for terrorist purposes, justification of terrorism, calling to terrorism, terrorism threats or recruiting or training a person in performance of acts of terrorism,</p> <p>e) human trafficking,</p> <p>f) evasion from payment of taxes or similar payments.</p>	
2.	<p>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.</p>	<ul style="list-style-type: none"> - For a Tenderer registered or residing in Latvia Contracting authority shall verify the information itself in publicly available databases. - 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.
3.	<p>Tenderer's insolvency proceedings have been announced, the Tenderer's business activities have been suspended, the Tenderer is under liquidation.</p>	<ul style="list-style-type: none"> - For a Tenderer registered or residing in Latvia Contracting authority shall verify the information itself in publicly available databases. - 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.
4.	<p>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 this situation by measures that cause less restrictions on Tenderer. A person who drafted the procurement procedure 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:</p> <p>a) If he or she is a current and/or an ex-employee, official, shareholder, procura holder or member of a Tenderer or a subcontractor which is legal person and if such relationship with the legal person was terminated within the last 24 (twenty-four) months;</p> <p>b) 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</p>	<p>No obligation to submit documents, unless specifically requested by the Procurement commission.</p>

No	Requirement	Documents to be submitted ¹
	<p>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;</p> <p>c) If he or she is a relative of a Tenderer or a subcontractor which is a natural person.</p> <p>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 procedure 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.</p>	
5.	The Tenderer has an advantage that limits competition in the procurement procedure if it or its related legal person consulted the Contracting authority or otherwise was involved in preparing the procurement procedure documents, and the advantage cannot be prevented by less restrictive measures, and the Tenderer cannot prove that its or its related legal person's participation in preparing the procurement procedure documents does not restrict competition.	No obligation to submit documents, unless specifically requested by the Procurement commission.
6.	Within the previous 12 (twelve) months before submission of the Proposals by such a decision of a competent authority or a court judgment which has entered into force and may not be challenged and appealed Tenderer has been found guilty of violating competition laws manifested as a horizontal cartel agreement, except for the case when the relevant authority, upon detecting violation of competition laws, has released the Tenderer from a fine or has decreased the fine for cooperation within a leniency program.	<ul style="list-style-type: none"> - For a Tenderer registered or residing in Latvia Contracting authority shall verify the information itself in publicly available databases. - 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 or other objective proof of good standing. For example, a link to the database of the competent authority's public database (website) listing all its decisions and validity thereof (provided that access to any such database/website is free of charge to the Contracting authority).
7.	Within the previous 3 (three) years before submission of the Proposals by such a decision of a competent authority, a court judgment or a public prosecutor's order which has entered into force and may not be challenged and appealed Tenderer has been found guilty and is punished for a violation manifested as employment of one or more persons who do not possess the required employment permit or if it is illegal for such persons to reside in a Member State of the European Union.	<ul style="list-style-type: none"> - For a Tenderer registered or residing in Latvia Contracting authority shall verify the information itself in publicly available databases. - 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.
8.	Within the previous 12 (twelve) months before submission of the Proposals by such a decision of a competent authority, a court judgment or a	<ul style="list-style-type: none"> - For a Tenderer registered or residing in Latvia Contracting authority shall verify the

No	Requirement	Documents to be submitted ¹
	public prosecutor's order which has entered into force and may not be challenged and appealed Tenderer has been found guilty and is punished for a violation manifested as employment of a person without a written employment contract, by failing within the term specified in regulatory enactments to submit an informative employee declaration regarding this person, which must be submitted about persons, who start working.	<p>information itself from publicly available databases.</p> <ul style="list-style-type: none"> - 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.
9.	The Tenderer has provided false information to prove its compliance with provisions of this Section 8.1 of the Regulations or qualification criteria, or has not provided the required information at all.	No obligation to submit documents, unless specifically requested by the Procurement commission.
10.	The Tenderer is a registered offshore ² company (legal person) or offshore association of persons.	<ul style="list-style-type: none"> - For a Tenderer which is registered in Latvia Contracting authority shall verify the information itself in publicly available databases. - For the Tenderer and each member of the partnership (if Tenderer is an unregistered partnership) which is a legal person registered 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.
11.	The owner or shareholder (with more than 25% of share capital) of the Tenderer who is registered in Republic of Latvia, is a registered offshore company (legal person) or offshore association of persons.	<ul style="list-style-type: none"> - For a Tenderer which is registered in Latvia: <ul style="list-style-type: none"> • Contracting authority shall verify the information itself in publicly available databases; • if such information by publicly available data bases is not provided, Tenderer shall submit self – declaration which approves fact that there are no registered owners or shareholders of the Tenderer (with more than 25% of share capital) who are registered offshore.
12.	The subcontractors indicated by the Tenderer whose share of services is equal to or exceeds 10% of the Contract price or person on whose capacities Tenderer is relying, is a registered offshore company (legal person) or offshore association of persons.	<ul style="list-style-type: none"> - For a subcontractor whose share of services is equal to or exceeds 10% of the Contract price or person on whose capacities Tenderer is relying which is registered in Latvia Contracting authority shall verify the information itself in publicly available databases; - For a subcontractor or person on whose capacities Tenderer is relying which is a legal person registered abroad (with its permanent

² **Offshore:** low tax or tax-free country or territory in accordance with Corporate income tax law of the Republic of Latvia except Member States 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.

No	Requirement	Documents to be submitted ¹
		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.
13.	<p>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:</p> <p>a) Tenderer or a person who is the Tenderer's management board or supervisory board member, beneficial owner³, 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,</p> <p>b) member of the partnership or a person who is the partnership's management board or supervisory board member, beneficial owner⁴, person with representation rights or a procura holder (if the Tenderer is a partnership),</p> <p>and such sanctions can affect the execution of the Procurement contract.</p>	<ul style="list-style-type: none"> - 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.

8.2. Legal standing and suitability to pursue the professional activity

No	Requirement	Documents to be submitted
1.	<p>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.</p>	<ul style="list-style-type: none"> - For a Tenderer (or a member of a partnership), a person on whose capacity Tenderer relies, subcontractor which is a legal person registered in Latvia 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 Tenderer relies, subcontractor who 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 Tenderer relies, a subcontractor which is a legal person registered abroad (with its permanent place of residence abroad) – a copy of a

³ **Beneficial owner:** 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.

⁴ Ibid.

No	Requirement	Documents to be submitted
		<p>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.</p> <ul style="list-style-type: none"> - 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 a joint commitment to fulfil the Contract 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. In this document Tenderer additionally indicates the member of the partnership on whose capacity it relies to certify its 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, person on whose capacity Tenderer relies or subcontractors, then a document certifying the rights of the persons who has signed the Proposal or any other documents to represent the Tenderer, a member of the partnership, a person on whose capacity Tenderer is relying, or a subcontractor (powers of attorney, authorization agreements etc.) shall be included.
2.	The representative of the Tenderer, or a member of a partnership, or a person on whose capacity 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.	<ul style="list-style-type: none"> - 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 Tenderer relies who signs the Proposal. For a Tenderer (or a member of a partnership), a person on whose capacity 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 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.

8.3. Economic and financial standing

No	Requirement	Documents to be submitted
1.	The Tenderer's or all members of the partnership together (if the Tenderer is a partnership and confirms the average financial	<ul style="list-style-type: none"> - Filled and signed Annex No 2 "Confirmation of financial standing".

No	Requirement	Documents to be submitted
	<p>turnover jointly), average financial turnover within last 3 (three) financial years (2016, 2017, 2018) is not less than 140 000,00 EUR (one hundred forty thousand euros).</p> <p>In the event the average financial turnover of a limited liability member of a limited partnership (within the meaning of Latvian Commercial Law, Chapter X) exceeds its investment in the limited partnership, the average financial turnover shall be recognized in the amount of the investment in the limited partnership.</p> <p>In the event the Tenderer or a member of a partnership (if the Tenderer is a partnership) has operated in the market for less than 3 (three) years, the requirement shall be met during the Tenderer's actual operation period.</p>	<ul style="list-style-type: none"> - Audited or self-approved (if the annual financial statement is not required by the law of the country of residence of the Tenderer) annual financial statements for financial years 2016, 2017, 2018, showing the turnover of the Tenderer or each member of the partnership on whose capacity Tenderer is relying to certify its financial and economic performance and who will be financially responsible for the fulfilment of the Contract (if the Tenderer is a partnership), or other entity on whose capacity Tenderer is relying to certify its financial and economic performance and who will be financially responsible for the fulfilment of the Contract. - For a limited partnership (within the meaning of the Commercial Law, Chapter X) – an additional document evidencing the amount of the investment by the limited liability partner (the partnership agreement or a document with a similarly binding legal effect). - If the previous 3 (three) reporting years of the Tenderer differ from the years specified in this Subsection 8.3.1. of the Regulations (2016, 2017, 2018), the financial turnover necessary must be indicated for the Tenderer's previous 3 (three) reporting years. - If the Proposal is submitted by a partnership, Tenderer shall indicate the member of the partnership on whose capacity Tenderer is relying to certify its financial and economic performance and who will be financially and economically responsible for fulfilment of the Contract including this information in the agreement of cooperation (or letter of intent to enter into agreement) stipulated in Subsection 8.2.1. of the Regulations. - If the Tenderer is relying on any other entity's capacity to certify its financial and economic performance and this entity will be financially and economically responsible for the fulfilment of the Contract, Tenderer along with the Proposal submits confirmation or agreement on cooperation and / or passing of resources to the Tenderer, signed between such entity and the Tenderer (please see the Section 9 of the Regulations for detailed information).
2.	<p>The Tenderer and each member of the partnership (if the Tenderer is a partnership) on whose capacity Tenderer is relying to certify its financial and economic performance and who will be financially and economically responsible for the fulfilment of the Contract and other entity on whose capacity Tenderer is relying to certify its financial and economic performance and who will be financially and economically responsible for the fulfilment of</p>	<ul style="list-style-type: none"> - Filled and signed Annex No 2 "Confirmation of financial standing". - Audited or self-approved (if the audited annual financial statement is not required by the law of the country of residence of the Tenderer) annual financial statement for financial year 2018, showing the balance and calculation that proves liquidity ratio and positive equity.

No	Requirement	Documents to be submitted
	the Contract, shall have stable financial and economic performance, namely, in the last financial year (2018) liquidity ratio (current assets divided by short-term liabilities) shall be equal to or exceed 1 (one) and shall have positive equity.	<ul style="list-style-type: none"> - If annual financial statement for financial year 2018 is not available yet, Tenderer shall submit other documents showing the annual financial turnover and values of the Tenderer for the financial year 2018. - If the Tenderer is a partnership, Tenderer shall indicate the member of the partnership on whose capacity it relies to certify its financial and economic performance and who will be financially and economically responsible for the fulfilment of the Contract, including this information in the agreement of cooperation or letter of intent to enter into agreement or in any other similar document, signed by all parties involved and submits it along with the Proposal (please see Section 9. of the Regulations for detailed information). - If the Tenderer is relying on any other entity's capacity to certify its financial and economic performance and this entity will be financially and economically responsible for the fulfilment of the Contract, Tenderer along with the Proposal submits confirmation or agreement on cooperation and / or passing of resources to the Tenderer, signed between such entity and the Tenderer (please see Section 9. of the Regulations for detailed information).

8.4. Technical and professional ability

No	Requirement	Documents to be submitted
1.	The Tenderer shall involve for the provision and organization of the services an event organizer with a minimum professional experience of organizing at least 2 (two) international conferences in the past 5 (five) years with at least 500 (five hundred) participants per event including participating officials who require following a strict protocol.	<ul style="list-style-type: none"> - Filled and signed Annex No 6 "Experience of event organizer". - Description of requested experience including its team experience according to Annex No 3 "Technical specification" and pointing out names or positions of officials who require following a strict protocol and participated in the event. - 2 (two) positive references (as a signed paper letter, e-mail or equivalent) from Clients.
2.	The Tenderer shall involve for the provision of the required photographer services a photographer with a minimum professional experience of covering at least 2 (two) events in past 3 (three) years with at least 300 (three hundred) participants per event.	<ul style="list-style-type: none"> - Filled and signed Annex No 7 "Experience of photographer". - Description of requested experience accompanied by 5 (five) selfmade and edited photographs reflecting events. - 2 (two) positive references (as a signed paper letter, e-mail or equivalent) from Clients.
3.	The Tenderer shall involve for the provision of the required catering services a provider with the minimum experience of serving at least 2 (two) events in past 3	<ul style="list-style-type: none"> - Filled and signed Annex No 8 "Experience of catering services".

(three) years with at least 500 (five hundred) participants per event.	- Description of requested experience according to Annex No 3 "Technical specification". - 2 (two) positive references (as a signed paper letter, e-mail or equivalent) from Clients.
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- 8.5. Information provided in the Proposal to prove the compliance with above-mentioned requirements for Economic and financial standing (Subsection 8.3. of the Regulations), Technical and professional ability (Subsection 8.4. 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.
- 8.6. Notices and other documents mentioned in the Subsection 8.1. of the Regulations 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 mentioned in the Subsection 8.1. of the Regulations 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.
- 8.7. If the documents with which a Tenderer registered or permanently residing abroad can certify its compliance with the requirements of Subsection 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 Subsection 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.
- 8.8. If the Tenderer complies with any of the exclusion grounds mentioned in Subsection 8.1. of the Regulations (except Subsections 8.1.2., 8.1.10. – 8.1.13. of the Regulations), the Tenderer indicates this fact in Annex No 1 "Application form". If the Tenderer to whom the Contract should be awarded will comply with any of exclusion grounds mentioned in this Section, Procurement commission will follow the procedures specified in the Section 43, Paragraphs 2 – 5 of the Public Procurement Law.
- 8.9. The Tenderer to certify that it complies with the selection criteria for Tenderers may submit the European single procurement document (hereinafter - ESPD) as initial proof. This document must be submitted electronically and for each person upon whose capacity Tenderer relies to certify its compliance with the requirements stipulated in the Regulations, and for each of their indicated subcontractors the share of whose work is equal to or exceeds 10 (ten) percent of the value of the Contract but if the Tenderer is a partnership – for each member thereof. To fill in the ESPD the Tenderer uses the "ESPD.xml" file at the Internet webpage <http://espd.eis.gov.lv/>.
- 8.10. If Tenderer has chosen to submit an ESPD as initial proof, in the ESPD for person upon whose capacity Tenderer relies to certify its compliance with the requirements stipulated in the Regulations it shall be filled in the part regarding the exclusion grounds and information regarding the selection criteria relevant for the specific capacity or capacities on which Tenderer relies. In the ESPD for subcontractor the share of whose work is equal to or exceeds 10 (ten) percent of the Contract – part regarding the exclusion grounds only.
- 8.11. If the Tenderer to whom the Contract should be awarded has chosen to submit an ESPD as initial proof, Procurement commission will follow the procedure stipulated in the Paragraph 17 of the Cabinet Regulation No 107 of 28 February 2017 "Tendering Procedures or Procurement Procedures and Design Contests".

9. RELIANCE ON THE CAPACITY OF OTHER PERSONS

- 9.1. For the fulfilment of the specific contract, to comply with the selection requirements for the Tenderers relating to the economic and financial standing and technical and professional capacity, Tenderer may rely on the capacity of other persons regardless of the legal nature of their mutual relationship. In this case:
- 9.1.1. The Tenderer indicates in the Proposal all persons on whose capacity it relies by filling in the table which is attached as Annex No 9 "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.
 - 9.1.2. 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 Tenderer will in fact use the resources of such person upon whose capacity it relies.
 - 9.1.3. The Contracting authority shall require joint and several liability for the execution of the Contract between the:
 - (a) Tenderer and a person on whose capacity Tenderer is relying to certify its financial and economic performance and who will be financially and economically responsible for fulfilment of the Contract;
 - (b) Each member of the partnership (if the Tenderer is a partnership) on whose capacity Tenderer is relying and who will be financially and economically responsible for fulfilment of the Contract.
- 9.2. Tenderer may rely on the capacity of other persons only if these persons will provide services that require the relevant capacity.
- 9.3. The Contracting authority shall evaluate the person on whose capacity Tenderer to whom the rights to conclude the Contract should be assigned is relying according to Subsections 8.1.1. – 8.1.8. and Subsections 8.1.12. – 8.1.13. of the Regulations. In case such person will comply with any of the exclusion grounds which are mentioned in Subsections 8.1.1. – 8.1.8. or Subsections 8.1.12. – 8.1.13. of the Regulations, Contracting authority shall request Tenderer to change such person. If the Tenderer shall not submit documents about another person which complies with the selection criteria within 10 (ten) business days from the date when the request was issued or sent to the Tender, the Contracting authority shall exclude such Tenderer from further participation in the Procurement.

10. SUBCONTRACTING

- 10.1. The Tenderer shall indicate in the Proposal all subcontractors of the Tenderer by filling in the table which is attached as Annex No 10 "Subcontractors".
- 10.2. The Contracting authority shall evaluate the subcontractor (whose share of services is equal to or exceeds 10 (ten) percent of the Contract price) of the Tenderer to whom the rights to conclude the Contract should be assigned according to Subsections 8.1.2. – 8.1.8. and Subsections 8.1.12. - 8.1.13. of the Regulations. In case such subcontractor whose share of services is equal to or exceeds 10 (ten) percent of the Contract price, will comply with any of the exclusion grounds which are mentioned in Subsections 8.1.2. – 8.1.8. and Subsections 8.1.12. - 8.1.13. of the Regulations, the Contracting authority shall request Tenderer to change such subcontractor. If the Tenderer shall not submit documents about another subcontractor which complies with the selection criteria within 10 (ten) business days from the date when the request was issued or sent to the Tender, the Contracting authority shall exclude such Tenderer from further participation in the Procurement.

11. FINANCIAL PROPOSAL

- 11.1. The Financial proposal shall be submitted as part of Annex No 1 "Application form" and Annex No 5 "Financial proposal".
- 11.2. The proposed contract price shall include all taxes, fees and payments, and all costs related to the fulfilment of the specific services, that can be reasonably estimated, except VAT.
- 11.3. Tenderer shall include any travel expenses (if any arise) in proposed contract price. Contracting authority will not additionally reimburse any travel expenses incurred by Tenderer during the provision of Services.
- 11.4. The costs shall be specified in *euro*.
- 11.5. 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 2 (two) decimal places will be considered.
- 11.6. If the Tenderer in any part of the Financial proposal indicates price EUR 0.00, the Tenderer shall provide a detailed explanation of the essential terms of the proposal (service costs, particularly favorable service conditions, the aid for commercial activity received by the tenderer) that are available to the Tenderer to justify the proposed service cost.

12. TECHNICAL PROPOSAL

- 12.1. The Technical proposal (Annex No 4 "Technical proposal") shall contain description of the Technical specification (Annex No 3 "Technical specification").

13. CONTENTS AND FORM OF THE PROPOSAL

- 13.1. Proposal must be submitted electronically in E-Tenders subsystem of the Electronic Procurement System in accordance with the following options for the Tenderer:
 - 13.1.1. by using the available tools of E-Tenders subsystem, filling the attached forms of the E-Tenders subsystem for Procurement procedure;
 - 13.1.2. by preparing and filling the necessary electronic documents outside the E-Tenders subsystem and attaching them to relevant requirements (in this situation the Tenderer takes responsibility for the correctness and compliance of the forms to requirements of documentation and form samples);
 - 13.1.3. by encrypting electronically prepared Proposal outside of E-Tenders subsystem with data protection tools provided by third parties, and protection with electronic key and password (in this situation, Tenderer takes responsibility for the correctness and compliance of the forms to requirements of documentation and form samples as well as ensuring capability to competiti and read the document by the Contracting authority).
- 13.2. During preparation of the Proposal, Tenderer shall respect the following requirements:
 - 13.2.1. Each document mentioned below in Subsection 13.3. of the Regulations must be filled separately, each in a separate electronic document in line with forms attached to Procurement on Contracting authority's profile in E-Tenders subsystem (<https://www.eis.gov.lv/EKEIS/Supplier/Procurement/15439>) in a Microsoft Office 2010 (or later) format and attached to the Procurement;
 - 13.2.2. Upon submission, the Tenderer signs the Proposal with secure electronic signature and time-stamp or with electronic signature provided by Electronic Procurement System. The Tenderer can use secure electronic signature and time-stamp and sign Application form, Financial proposal and other documents separately. Proposal (its parts, if signed separately) is signed by authorized person, including authorization document (e.g. power of attorney).
- 13.3. Documents to be included in the Proposal:
 - 13.3.1. Application for participating in the Procurement in accordance with Annex No 1 "Application form".

13.3.2. Technical proposal in accordance with Section 12 and Annex No 4 "Technical proposal".

13.3.3. Financial proposal in accordance with Section 11 and Annex No 5 "Financial proposal".

13.3.4. Information and documents (including documents, but not limited to, according to Subsections 8.1. – 8.4.), confirming compliance of the Tenderer with the selection criteria for the Tenderers, including selection criteria for the Tenderer's proposed event organizer, photographer and catering provider:

13.3.4.1. Description of event organizer experience including its team experience (according to Annex No 3 "Technical specification" and Annex No 6 "Experience of event organizer") and pointing out names or positions of officials who require following a strict protocol and participated in the event, and 2 (two) positive references (as a signed paper letter, e-mail or equivalent) from Clients.

13.3.4.2. Description of photographer experience accompanied by 5 (five) selfmade and edited photographs reflecting events (according to Annex No 3 "Technical specification" and Annex No 7 "Experience of photographer") and 2 (two) positive references (as a signed paper letter, e-mail or equivalent) from Clients.

13.3.4.3. Description of catering provider (according to Annex No 3 "Technical specification" and Annex No 8 "Experience of catering provider") and 2 (two) positive references (as a signed paper letter, e-mail or equivalent) from Clients.

13.3.4.4. Confirmation of Tenderer's financial standing according to Annex No 2 "Confirmation of financial standing".

or the corresponding ESPD.

13.3.5. Information and documents relating to other entities on whose capacity Tenderer is relying, in accordance with Section 9 and Annex No 9 "Other entities on whose capacity Tenderer relies" or the corresponding ESPD;

13.3.6. Information and documents relating to subcontractors, in accordance with Section 10 and Annex No 10 "Subcontractors" or the corresponding ESPD.

13.4. 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 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 of the Republic of Latvia (<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 of the Republic of Latvia (<https://likumi.lv/ta/en/en/id/155411-document-legalisation-law>). 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.

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

13.6. The Tenderer shall prepare Proposal in electronic form using the E-Tenders system available at <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/15439>.

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

14. ENCRYPTION OF THE PROPOSAL INFORMATION

14.1. E-Tenders system which is a subsystem of the Electronic Procurement System ensures first level encryption of the information provided in the Proposal documents.

14.2. If the Tenderer applied additional encryption to the information in the Proposal (according to Subsection 13.1.3. of the Regulations), Tenderer must provide the Procurement commission with the electronic key with the password to unlock the information not later than in 15 (fifteen) minutes after the deadline of the Proposal submission.

15. SUBMISSION OF A PROPOSAL

- 15.1. The Proposal (documents referred to in the Subsection 13.3. of the Regulations) shall be submitted electronically using the E-Tenders system available at <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/15439> by:

10 January 2020 till 15:00 o'clock.

- 15.2. The Tenderer may recall or amend its submitted Proposal before the expiry of the deadline for the submission of Proposals by using the E-Tenders system.
- 15.3. Only Proposals submitted via E-Tenders system will be accepted and evaluated for participation in the Procurement. Any Proposal submitted outside the E-Tenders system will be declared as submitted in a non-compliant manner and will not participate in the Procurement.

16. OPENING OF PROPOSALS

- 16.1. The Proposals will be opened on the E-Tenders system on 10 January 2020 at 15:00 o'clock Latvian time during the opening session. On the E-Tenders system it is possible to follow the opening of submitted Proposals online.
- 16.2. The Proposals are opened by using the tools offered by E-Tenders system. The proposed price and other information that characterizes the Proposal (excluding confidential information) shall be published on the E-Tenders system.
- 16.3. The information regarding the Tenderer, the time of Proposal submission, the proposed price and other information that characterizes the Proposal is generated at the opening of the Proposals by E-Tenders system and written down in the Proposal opening sheet which shall be published on E-Tenders system and Contracting authority's webpage.

17. VERIFICATION OF PROPOSALS FOR COMPLIANCE

- 17.1. 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 are submitted and selects for further evaluation the compliant Proposals.
- 17.2. In accordance with Paragraph 16 of the Cabinet Regulation No 107 of 28 February 2017 "Tendering Procedures for Procurement Procedures and Design Contests" Procurement commission is entitled to carry out the eligibility check only to the Tenderer to whom the Contract should be awarded.

18. VERIFICATION OF TECHNICAL PROPOSALS

- 18.1. The Procurement commission verifies whether the submitted Technical proposals comply with the requirements stipulated in Section 12 and Annex No 4 and selects for further evaluation the compliant technical proposals.

19. VERIFICATION OF FINANCIAL PROPOSALS

- 19.1. The Procurement commission verifies whether the submitted Financial proposals comply with the requirements stipulated in Section 11 and Annex No 5.
- 19.2. 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.
- 19.3. The Procurement commission informs the Tenderer whose arithmetical errors have been corrected about the correction of arithmetical errors and the corrected Financial proposal.
- 19.4. When evaluating the Financial proposal, Procurement commission takes corrections into account.
- 19.5. 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. However, If the Tenderer in any part of the Financial proposal indicates price EUR 0.00, the Tenderer shall provide a

detailed explanation of the essential terms of the proposal (service costs, particularly favorable service conditions, the aid for commercial activity received by the tenderer) that are available to the Tenderer to justify the proposed service cost.

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

20. CONTRACT AWARD CRITERIA

- 20.1. The Proposal selection criterion is the most economically advantageous proposal, according to the evaluation methodology described in this Section below.
- 20.2. The economically most advantageous proposal shall be the Proposal with the lowest proposed contract price (the only evaluation criterion), which complies with the requirements stipulated in the Annex No 3 "Technical specification".
- 20.3. The Procurement commission shall determine a Tenderer in accordance with Section 20.2. and the Contract shall be awarded to the Tenderer with lowest proposed contract price.
- 20.4. In case several Tenderers will propose equal contract price, the Procurement commission will invite representatives of those particular Tenderers and organize a draw. In situation, when representatives of Tenderers choose to not be present at the draw, Procurement commission will carry out the draw without representatives of Tenderers being present.

21. TENDERER CHECK PRIOR TO MAKING THE DECISION REGARDING THE CONCLUSION OF THE CONTRACT

- 21.1. Prior to making the decision about assigning rights to conclude the Contract, 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 Tenderer is relying to certify its compliance with the requirements and subcontractors.
- 21.2. 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), a subcontractor whose share of services is equal to or exceeds 10 (ten) percent of the Contract price or a person on whose capacity Tenderer is relying to certify its compliance with the requirements, have tax debts, including state mandatory insurance contributions debts, the total sum of which exceeds 150 (one hundred fifty) *euro*, 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 (one hundred fifty) *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.
- 21.3. If the Tenderer fails to submit required evidence before the deadline, Procurement commission excludes the Tenderer from participation in the Procurement.
- 21.4. Change of persons on whose capacity Tenderer is relying to certify its compliance with the requirements or subcontractors whose share of services is equal to or exceeds 10 (ten) percent of the Contract price is performed in accordance with Subsections 9.3. and 10.2. of the Regulations respectively.
- 21.5. In the event the Tenderer or a member of partnership (if the Tenderer is a partnership) fails to comply with requirements stipulated in Subsection 8.1. of the Regulations (except Subsections 8.1.2., 8.1.10. – 8.1.13. of the Regulations) and has indicated this in the Proposal, upon Procurement commission's request it submits an explanation about the implemented measures in order to restore reliability and prevent occurrences of the same or similar violations in future, as well as attaches evidence which proves the implemented measures, such as but not limited to evidence about compensating damages, on cooperation with investigating authorities, implemented technical, organizational or personnel measures, an assessment of a competent authority regarding the sufficiency of the implemented measures etc. The Procurement commission assesses such information. If the Procurement commission deems the measures taken to be sufficient for the restoration of reliability and the prevention of similar cases in the future, it makes the decision not to exclude the Tenderer from participation in the Procurement. If the measures taken are insufficient, Procurement commission makes the decision to

exclude the Tenderer from further participation in the Procurement. If the Tenderer within the indicated time does not submit the requested information, Procurement commission excludes the Tenderer from participation in the Procurement.

22. DECISION MAKING, ANNOUNCEMENT OF RESULTS AND ENTERING INTO A CONTRACT

- 22.1. The Procurement commission selects 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 20 of the Regulations. Tenderer with the lowest price proposal shall be selected.
- 22.2. Within 3 (three) business days from the date of decision about the Procurement results Procurement commission informs all Tenderers about the decision made by sending the information by post or electronically (including via 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:
 - 22.2.1. to the refused Tenderer – the reasons for refusing its Proposal;
 - 22.2.2. to the Tenderer who has submitted an eligible Proposal – the characterization of the successful Proposal and the relative advantages;
 - 22.2.3. the deadline by which the Tenderer may submit a complaint to the Procurement Monitoring Bureau regarding violations of the public procurement procedure.
- 22.3. If only 1 (one) Tenderer complies with all Tenderer selection requirements, Procurement commission prepares and includes in the report of the Procurement a justification of the fact that the set requirements for Tenderer selection are objective and commensurate. If the Procurement commission cannot justify that the set requirements for Tenderer selection are objective and commensurate, Procurement commission makes the decision to terminate the Procurement.
- 22.4. If the Procurement is terminated, Procurement commission within 3 (three) business days simultaneously informs all Tenderers about all the reasons because of which the Procurement is terminated and informs about the deadline within which a Tenderer may submit a complaint to the Procurement Monitoring Bureau regarding the violations of the public procurement procedure.
- 22.5. The Procurement commission when informing about 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.
- 22.6. As soon as possible but not later than within 5 (five) working days from day when the decision about the results of the Procurement is taken, Procurement commission prepares a report of the Procurement and publishes it on the Contracting authority's profile in E-Tenders system's webpage <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/15439> and on Contracting authority's webpage <http://railbaltica.org/en/procurements>.
- 22.7. The selected Tenderer upon receiving the notification from Procurement commission must:
 - 22.7.1. within 5 (five) business days – submit to the Contracting authority a copy of partnership agreement or notification regarding the establishment of the partnership, if required pursuant to requirements under Subsection 7.1.2. (a) of the Regulations;
 - 22.7.2. within 10 (ten) days upon receiving the invitation – sign the Contract.
- 22.8. The Contract is concluded based on the selected Tenderer's Proposal and in accordance with Annex No 11 "Draft contract".
- 22.9. The Procurement commission has the right to choose the next most economically advantageous proposal, if the Tenderer in the time stipulated by the Regulations:
 - 22.9.1. refuses to conclude a partnership contract or to 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;
 - 22.9.2. refuses to conclude the Contract or does not submit a signed Contract within the deadlines defined in the Regulations.

- 22.10. In such a case Procurement commission is entitled to terminate this Procurement without selecting any Proposal or to select the Proposal with the next lowest proposed contract price. For either of these decisions a written decision must be made.
- 22.11. 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, the Procurement commission makes a decision to terminate the Procurement without selecting any Proposal. If the next chosen Tenderer also refuses to conclude the Contract or does not submit a signed public procurement Contract within the deadline set by the Procurement commission, the Procurement commission makes the decision to terminate the Procurement without selecting any Proposal.

ANNEXES:

1. Application form on 2 (two) pages;
2. Confirmation of financial standing on 2 (two) pages;
3. Technical specification on 6 (six) pages;
4. Technical proposal on 3 (three) pages;
5. Financial proposal on 6 (six) pages;
6. Experience of event organizer on 1 (one) page;
7. Experience of photographer on 1 (one) page;
8. Experience of catering provider on 1 (one) page;
9. Other entities on whose capacity Tenderer relies list on 1 (one) page;
10. Subcontractors list on 1 (one) page;
11. Draft contract on 41 (forty-one) page.

Procurement commission chairperson

A.Benfelde

ANNEX NO 1: APPLICATION FORM

APPLICATION FOR PARTICIPATION IN THE PROCUREMENT
"ORGANISATION SERVICES FOR RAIL BALTICA GLOBAL FORUM"
(ID NO RBR 2019/23)

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 "Organisation Services for Rail Baltica Global Forum", ID No RBR 2019/23.
2. Proposes to deliver services in accordance with the Technical specification and this Proposal for the following price (excluding VAT):

No	Services	Total Contract Price
1.	Organisation Services for Rail Baltica Global Forum in accordance with the Technical specification (Annex No 3)	_____ EUR

3. Informs that the following entities and / or persons comply with the following exclusion grounds (if any):

Name of the entity (person)	Exclusion ground and brief description of the violation
[•]	
[•]	

[•]

4. Confirms that, if the Tenderer will be awarded the Contract, Tenderer will provide the services in accordance with the requirements of the Annex No 3 "Technical specification".
5. 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 11 "Draft contract").
6. Confirms that in the preparation and submission of its Proposal, Tenderer has fully considered all the clarifications issued by the Contracting authority;
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. **Confirms⁵ that meets the criteria of (please indicate by ticking relevant box):**

☐ a small

 ☐ medium

 ☐ other

sized enterprise⁶ 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

[date of signing]

[name and position of the representative of the Tenderer]

⁵ Tenderer must indicate size of enterprise for each member of the partnership, if the Tenderer is a partnership.

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.

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

ANNEX NO 2: CONFIRMATION OF FINANCIAL STANDING

CONFIRMATION OF TENDERER'S FINANCIAL STANDING FOR THE PROCUREMENT

"ORGANISATION SERVICES FOR RAIL BALTICA GLOBAL FORUM"

(ID No RBR 2019/23)

1. Subsection 8.3.1. of the Regulations

If the Tenderer submits a Proposal for the Procurement, the Tenderer's or all members of the partnership together (if the Tenderer is a partnership and confirms the average financial turnover jointly), average financial turnover within the last 3 (three) financial years (2016, 2017, 2018) is not less than 140 000 EUR (*one hundred forty euros*) per year.

In the event the average annual financial turnover of a limited partner of the limited partnership (within the meaning of The Commercial Law, Division X) exceeds its investment in the limited partnership, the average financial turnover shall be recognized in the amount of the investment in the limited partnership.

In the event the Tenderer or a member of a partnership (if the Tenderer is a partnership) has operated in the market for less than 3 (three) financial years, the requirement shall be met during the Tenderer's actual operation period.

No	Year	Total Turnover in EUR	Notes
The Tenderer or member of the partnership (if the Tenderer is a partnership) on whose capacity Tenderer is relying to certify its financial and economic performance (Subsection 8.3.1. of the Regulations) and who will be financially and economically responsible for fulfilment of the Contract or other entity on whose capacity Tenderer is relying (if the Tenderer is relying on other entity's capacity) to certify its financial and economic performance and who will be financially and economically responsible for fulfilment of the Contract:			
Name of the Tenderer / member of a partnership / other entity			
1.	2018		
2.	2017		
3.	2016		
Average annual turnover within the last 3 (three) financial years			

2. Subsection 8.3.2. of the Regulations

The Tenderer and each member of the partnership (if the Tenderer is a partnership) on whose capacity Tenderer is relying to certify its financial and economic performance and who will be financially and economically responsible for the fulfilment of the Contract and other entity on whose capacity Tenderer is relying to certify its financial and economic performance and who will be financially and economically responsible for the fulfilment of the Contract, shall have stable financial and economic performance, namely, in the last financial year (2018) liquidity ratio (current assets divided by short-term liabilities) shall be equal to or exceed 1 (one) and shall have positive equity.

Name of the Tenderer / member of partnership / other entity

$$\text{liquidity ratio} = \frac{\text{current assets}}{\text{short - term liabilities}} = \underline{\hspace{2cm}}$$

$$\text{equity} = \text{total assets} - \text{total liabilities} = \underline{\hspace{2cm}}$$

[date of signing]

[name and position of the representative of the Tenderer]

ANNEX NO 3: TECHNICAL SPECIFICATION

TECHNICAL SPECIFICATION FOR THE ORGANISATION SERVICES FOR RAIL BALTICA GLOBAL FORUM APRIL 23, 2020 RIGA, LATVIA

The key annual Rail Baltica event – the Global Forum – this year will be organised April 23, 2020 in Riga, Latvia, to review the implementation of the Rail Baltica Global project from a national, regional and EU perspective. The Forum will provide an opportunity to discuss progress in the project with representatives of the Baltic states, Finland, Poland and European Commission as well as business community, media and academia. The Forum is organised by RB Rail AS, a joint venture of the three Baltic states, supported by the project’s national implementing bodies – Rail Baltic Estonia, Eiropas Dzelzceļa līnijas and Rail Baltica Statyba. It is expected that around 650 participants from around 20 countries will attend the event.

The subject of the tender: the organisation of an international forum event by providing the event venue, and technical equipment (i.e. lighting, sound, staging, screens, projection, floral decoration, photographer and technical equipment of the simultaneous interpretation services, video streaming and catering services, security, the participants’ registration management, organisational script of the event and management of the technical forum organisation and testing) according to the specifications below.

RB Rail AS has a right to change the start and end time of the event without changing the total number of hours.

Visual material from the previous Rail Baltica Global Forum available here:
<http://www.railbaltica.org/photo/rail-baltica-global-forum-2019-day-2-vilnius-lithuania/>.

Draft agenda of the Rail Baltica Global Forum 2020 available upon request.

23 April, 2020 Riga, Latvia

Table No 1 “Event organisation and management services”

No	Services	
1.	Management of different services	1.1. Organisation and management of the Rail Baltica Global Forum’s venue, catering, video live streaming, technical simultaneous interpretation, photograph services and floral composition for conference stage.
2.	Event venue preparation	2.1. The coordination of the preparation works of the Rail Baltica Global Forum’s venue before the event starts (in cooperation with the responsible persons of the venue and other technical partners). Checking of the Rail Baltica Global Forum premises’ readiness for the event, including but not limited to layout of required furniture according to the plan prepared by the event organizer, checking of the location for catering and registration desks preparation (there should be electronic registration and check in system on spot). 2.2. Preparation of the organizational script of the event (in cooperation with the partners). 2.3. Organisational script execution and management, control and monitoring: the responsible persons monitor and control whether the ongoing events take place in a coherent way with a script, leads the process, coordinates the personnel involved and assistants. An effective system of communication between all parties should be ensured, for example, WhatsApp usage.

3.	Technical equipment and its control	3.1. Preparation of the technical script, alignment and control (in cooperation with the technical partners and event organisers).
		3.2. Assembly / installation / testing of the technical equipment, control and supervision (in cooperation with the technical partners).
		3.3. Control of the dismantling of the technical equipment, supervision of this process (in cooperation with the technical partners).
		3.4. Process coordination – testing of all systems.
4.	Receiving participants and speakers	4.1. Registration – identification of the necessary number of staff and positions.
		4.2. Registration – selection of representational staff.
		4.3. Registration – staff briefing.
		4.4. Work on guest registration, inviting participants to take seats, microphone support, distribution of translation headphones if needed, coordination of speaker's seating, etc.
		4.5. Preparation of the staff working scheme.
		4.6. Establishment of a registration table workstation scheme.
		4.7. Registration desk arrangement and placement of materials during the Rail Baltica Global Forum from 8.30 a.m. to 6.30 p.m.
		4.8. The responsible person coordinates the receiving of conference materials for distribution, arranging them, communicating with assistants, managing problem solving and control.
5.	Communication with speakers	5.1. Technical testing and testing of the presentations, making and approving adjustments if needed.
		5.2. Speakers briefing to instructs on the organization of the event, presentations etc., introduces the stage, layout, technique (presentation remote control, control monitor, microphone, time report).
		5.3. Coordination of presentation updates and amendments during the event.
6.	Multimedia	<p>6.1. Access to the real-time conference Q&A app Sli.do:</p> <p>6.1.1. preparation of the account;</p> <p>6.1.2. rental of the system;</p> <p>6.1.3. training of its usage (including instructions for the event moderators);</p> <p>6.1.4. technical integration of Sli.do into live video streaming and on the screens in the event hall.</p> <p>The Sli.do access needs to guarantee such functions as audience questions; unlimited polls; event analytics; moderate questions; event branding; create survey; multiple rooms; data export.</p>
7.	Registration management	<p>7.1. Manage the event registration system, approval of the participants using the existing system provider by the Customer (based on Abory CMS, training will be provided from Customer side). This includes:</p> <p>7.1.1. approval of the participation (automatic system);</p> <p>7.1.2. answering to participants questions via provided e-mail address (based on Windows Microsoft 360) with support from Customer;</p> <p>7.1.3. forming the final list of participants.</p> <p>7.2. Preparation of the participants badges, including design, printing and sorting.</p>

Table No 2 "Venue"

The Forum's venue should be in Riga city center or in other location within the capital, provided it has good public transport connection. It should have an experience for hosting international conferences for at least 650 guests, including ensuring the high standard for technical and hospitality services. The venue will be needed for full day with extra time for setting up the conference rooms one day in advance.

No	Name of the item	Description of the technical needs
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1.	Conference Hall	Rental of 1 (one) room up to 600 (six hundred) persons; the room should allow to place a stage for lecterns for speakers and panel discussion, to have a place for setting working tables for sound / light and video projection services and if needed for 2 (two) translation booths for 2 (two) persons each, as well as 3 video cameras. It should be ensured that all participants have clear view (it can be ensured with additional side screens for the last rows) of the stage and speakers.
1.1.		600 (six hundred) seats for conference participants.
1.2.		From 10 mb/s to 50 mb/s Wifi internet connection for participants and stable internet connection (from 20 mb/s to 50 mb/s) for video streaming needs.
1.3.		Stage for speakers and panel discussions big enough to settle 2 (two) lecterns and 8 (eight) panelist's chairs.
1.4.		8 (eight) comfortable, representative panelists' chairs and 4 (four) small coffee tables for glasses of water and hand microphones.
1.5.		2 (two) lecterns equipped with monitors (or laptops) for presentations, presentation remote controls and microphones.
1.6.		1 (one) 50" monitor on the stage for panelists to see the presentation.
1.7.		2 (two) monitors for speaking time regulation on stage, 1 (one) for lectern and 1 (one) for panel.
1.8.		3 (three) large conference presentation screens attached to the wall (1 (one) for the presentation, 2 (two) for video streaming / Sli.do and other graphical materials); necessary technical equipment to ensure video projections (projectors, PCs, etc.). Additional 2 projectors for video projecting purposes.
1.9.		6 (six) headset microphones and 5 (five) wireless hand microphones.
1.10.		1 (one) table for 6 (six) persons for the press conference with decorative table cover / table cloth (to cover the leg part), 6 (six) chairs.
1.11.		2 (two) built-in or removable translation booths for 2 (two) persons each to be placed in the conference venue.
1.12.		Conference lighting.
1.13.		HD quality sound system (including the sound system control panel).
1.14.		Technical assistant for video, audio and lighting systems.
2.	Lobby	
2.1.		2 (two) 50" monitor on the stands or fixed on the wall for the event relevant information presentation at the lobby (including all needed hardware).
2.2.		7 (seven) tables and 4 (four) chairs for participant registration close to the main conference room.
3.	Meeting room No 1	Capacity for 40 (forty) persons.
3.1.		Tables and chair for 40 (forty) people.
3.2.		From 10 mb/s to 50 mb/s Wifi internet connection for participants.
3.3.		Equipment for presentations. Screen, projector and lectern with laptop, 50 (fifty) still water bottles 0,33 ml and 50 (fifty) glasses.
4.	Second conference hall	Capacity for 150 (one hundred fifty) persons.
4.1.		Chairs for 150 (one hundred fifty) persons. 5 (five) hand microphones and 1 (one) headset, screen, projector and lectern with laptop, 15 (fifteen) still water bottles 0,33 ml and 15 (fifteen) glasses.
4.2.		6 (six) comfortable, representative panelists' chairs and 3 (three) small coffee tables for glasses of water and hand microphones. From 10 mb/s to 50 mb/s Wifi internet connection for participants and stable internet connection for video streaming needs. 1 (one) lectern equipped with monitors (or laptops) for presentations, presentation remote controls and 6 (six) microphones. High quality sound system (including the sound system control panel). 1 (one) large (depending on the size of the room) conference presentation screen attached to the wall. Space for 2 cameras.

5.	Space for the suppliers' meeting room	Very close proximity to the Conference hall, size at least 300 m2.
5.1.		40 (forty) tables, each for 2 (two) seated persons, 80 (eighty) chairs.
5.2.		From 10 mb/s to 50 mb/s Wifi internet connection for participants.
5.3.		40 (forty) electricity plugs.
6.	Room for organisers	For up to 15 (fifteen) persons.
6.1.		2 (two) tables, 10 (ten) chairs.
6.2.		Wifi internet connection for participants.
7.	Area for catering	For up to 650 (six hundred fifty) persons coffee break and lunch tables should be arranged close to the Conference hall.
8.	Cloakroom services	Supervised. To serve around 650 (six hundred fifty) persons.
9.	Security services	Conference security.

Table No 3 "Catering"

During the event two lunches and six coffee breaks should be served at the main venue of the event. The expected number of persons – 650 The catering services include: food, beverages, serving tables with tablecloths, tableware, napkins.

No	Name of the event	Date of the event	Number of events	Needed services	Number of served persons*
1.	Lunch	April 23	1	1 (one) warm buffet type meal with served coffee up to 15,00 EUR per person.	650
2.	Coffee break	April 23	3	Catering for 3 (three) coffee breaks up to 5,00 EUR per person per coffee break (includes – coffee, tea, sugar, milk, natural water with refreshing taste, cookies, seasonal fruits).	650
3.	Reception	April 23	1	1 reception catering with wine, beer and finger food up to 20 EUR per person.	400
4.	Organisation of catering serving	April 23	5	Human resources, administrative expenses, all needed equipment to ensure catering services (tables, tablecloth, napkins, tableware, etc.).	650

**The amount is based on the estimated number of the participants and will be used only to compare the proposals. This number is not binding to the Contracting Authority. The certain number of participants will be known according to the terms of conditions of the Draft Contract.*

4. Technical equipment of simultaneous translation and its servicing (interpretation services are not required).

During the Rail Baltica Global Forum there might be the need for the simultaneous translation from two national languages to English and vice versa. Therefore, technical equipment of simultaneous translation and its servicing will be needed from 9.00 a.m. to 6.00 p.m. There will be 2 (two) interpreters working in 1 (one) translation booth, in total 4 (four) persons. The provider should assemble and dismantle the technical equipment before and after the official program of the event. Each working place of interpreter should be supplied with:

- 1 (one) control panel with relay control and switching outgoing channels;
- 3 (three) intermediate language settings;
- microphone;
- headsets according to the number of jobs (AKG K10 or equivalent, providing: frequency range 125Hz to 12.6kHz, weight not more than 100 g, lead length 1.50m, head pressure – no more than 2.5N). If the headset has a padding, it must be removable;

5. table lamp with adjustable height for each interpreter.

The Contractor shall provide a translation system for transmission of digital audio signals in the range of infrared (ICS) range (Bosch Integrus or analogue): a translation audio channel broadcast system conforming to IEC 61603 part 7 shall be installed at the venue. The amount of audio channels to be transmitted in 3 (three) working languages. The transmitter, as well as the number and spacing of the emitters, should provide a high quality infrared light throughout the conference room. The location of the specific emitters and the number of emitters should be coordinated and specified at the venue of the venue during the construction of the contact system.

The Contractor shall provide a translation system with the following technical specification:

1. Compliance with standards:
 - 1.1. IEC61603-7 or equivalent, which includes: infrared wavelength digital format, transmitting frequency response from 2 Mhz to 6Mhz;
2. Number of audio channels to be broadcasted:
 - 2.1. 3 (three) working languages (to be determined);
3. Translation signal receivers and headphones (600 pcs):
 - 3.1. Perceived audio channels (language selection) – 3 (three) working languages;
 - a. Frequency response – 20Hz to 20kHz;
 - b. Sound output lever – 450 mV / 32 Ω;
 - c. Signal to noise ratio (SNR) < 80 dB (A);
 - d. Duration with 1 (one) charge / battery back – no less than 24 hours;
 - e. Weight (without batteries and headphones) not more than 80g;
 - f. Headphone cable – no shorter than 1.3m with 3.5mm "jack" type plug;
 - g. Headphone weight – no more than 70g.

The number of infrared emitters should ensure high quality coverage of the event venue with the infrared field in all audio channel ranges. Audio channel to capture disturbances are not allowed due to the poor coverage of the infrared signal – holding receivers in high-raised hands, targeting only the emitter, etc.

Transmission audio channel receivers with three working languages and headphones (600 pieces) should be given to the event's visitors or placed on their chairs. Transmission audio channel receivers should be able to connect induction loops for hearing impaired people using T-coil type hearing aids.

Number of induction loops – 10 pieces.

The performer provided synchronous transponder receivers and headphones for conference speakers (headphones are left on one ear) – 6 pieces. The synchronous translation system should allow for separation of the translation channels for the live broadcasting of the conference on the internet (separated interpreter signal).

5. Video filming, streaming, video recording and editing service

To reach wider community interested in the Rail Baltica the working sessions will be video streamlined on www.railbaltica.org/forum and Rail Baltica Facebook page on 23 April 2020. The video streaming will be held in both of the conference halls.

Therefore, it is expected that provider will supply the following:

1. Will establish and provide video streaming and archiving access services at the above-mentioned event and dates. Services must be provided on from 9.00 a.m. to 6.00 p.m. on 23 April 2020;
2. Prior to the beginning of the event, at the time specified by the Client, will deliver and install the video recording and live broadcasting solution hardware at the place of the event and at the end of the day will dismantle the equipment;
3. Will provide the hardware testing, together with other service providers of the event, at the time specified by the Client;

4. During the live stream, will provide both the presentation of the event (up to 3 screens) and the visibility of the speakers in the live video broadcast;
5. Will provide 3 cameras with physical operators and at least 1 automatically controlled camera (PTZ) in main conference hall and 2 cameras with at least 1 physical operator in second hall.
6. Each camera operator must provide a podium that is visually appealing with carpet and fabric drapes;
7. Will provide intercoms between all operators, as well as communications equipment (radios, headphones) between the other technical staff. Performer during live broadcasting, in the live video broadcast, will provide a presentation of the event, the speaker's name, surname, position, the visual identity of the event, the insertion of information about the interactive communication tool Sli.do, etc. as required;
8. Must ensure the placing of images prepared by the Customer in the internet application and display at a time when live streaming is not available (e.g., coffee breaks and lunch breaks);
9. Will ensure the availability of live video recording using the embed code within 5 minutes of the end of the live broadcast;
10. Will ensure the maintenance and availability of live video recordings at any time via the HTTP protocol;
11. Will ensure that live broadcast of the event can be viewed on computers, tablets and smartphones with Microsoft Tablet, PCs, BlackBerry Tablet Oss, Android 4.o.x; iOS 4.2. x or later. An executor will provide an internet application (iframe) that automatically recognizes the visitor's technical capabilities – equipment, operating system, browser, and live streaming using HTML5 or Flash, or RTSP technology and adapts the resolution parameters;
12. For the live stream, the performer will ensure the creation of one stream H.264, 4.1 for up to 1080p 30 FPS, AAC 48 kb/s;
13. Will provide video for live broadcasting with at least 1000 simultaneous connections;
14. Will ensure the editing of all video materials to provide separate records of presentations of each speaker or panel discussion (up to 40 units) and forward to the Customer for placement on the website until the end of the working day of 8 May 2020. The English should be used for the sound track.

6. Photographer services

To ensure the Rail Baltica Global Forum's publicity the photographer services will be purchased for the event. The selected photographer is expected to have extensive experience in covering large events and creative approach. The photographer will be expected to work from 9.00 a.m. to 6.00 p.m. (9 hours).

The photographer will have to take photos of the event to reflect its program: the presentations, speeches of the spokespersons, general reportage, general reportage photos of the event and image photos of the Rail Baltica Global Forum. The provider should be able to ensure accessibility of some of the photos, for example during the coffee breaks so that the Contracting authority can send the images to media and to use them for social media and website communication.

As a result, the Contracting authority should receive 500 selected and edited photos by 1 May, 2020. It is expected that during the event 1 unedited photo of each speaker and panel will be provided during the breaks.

7. Floristry services

There will be need of a floral composition on the stage of the main Conference hall. The design, type and colours of flowers of the composition should be agreed with the Contracting authority after the staging plan is prepared. The provider should ensure delivery of the floral composition before the start of the official program of the Rail Baltica Global Forum.

ANNEX NO 4: TECHNICAL PROPOSAL
Table No 1 "Venue"

No	Name of the item	Description of the technical needs	Candidate's proposal (to be filled by candidate)
1.	Conference Hall	Rental of 1 (one) room up to 600 (six hundred) persons; the room should allow to place a stage for lecterns for speakers and panel discussion, to have a place for setting working tables for sound / light and video projection services and if needed for 2 (two) translation booths for 2 (two) persons each, as well as 3 video cameras. It should be ensured that all participants have clear view (it can be ensured with additional side screens for the last rows) of the stage and speakers.	
1.1.		600 (six hundred) seats for conference participants.	
1.2.		From 10 mb/s to 50 mb/s Wifi internet connection for participants and stable internet connection (from 20 mb/s to 50 mb/s) for video streaming needs.	
1.3.		Stage for speakers and panel discussions big enough to settle 2 (two) lecterns and 8 (eight) panelist's chairs.	
1.4.		8 (eight) comfortable, representative panelists' chairs and 4 (four) small coffee tables for glasses of water and hand microphones.	
1.5.		2 (two) lecterns equipped with monitors (or laptops) for presentations, presentation remote controls and microphones.	
1.6.		1 (one) 50" monitor on the stage for panelists to see the presentation.	
1.7.		2 (two) monitors for speaking time regulation on stage, 1 (one) for lectern and 1 (one) for panel.	
1.8.		3 (three) large conference presentation screens attached to the wall (1 (one) for the presentation, 2 (two) for video streaming / Sli.do and other graphical materials); necessary technical equipment to ensure video projections (projectors, PCs, etc.). Additional 2 projectors for video projecting purposes.	
1.9.		6 (six) headset microphones and 5 (five) wireless hand microphones.	
1.10.		1 (one) table for 6 (six) persons for the press conference with decorative table cover / table cloth (to cover the leg part), 6 (six) chairs.	
1.11.		2 (two) built-in or removable translation booths for 2 (two) persons each to be placed in the conference venue.	
1.12.		Conference lighting.	

1.13.		HD quality sound system (including the sound system control panel).	
1.14.		Technical assistant for video, audio and lighting systems.	
2.	Lobby		
2.1.		2 (two) 50" monitor on the stands or fixed on the wall for the event relevant information presentation at the lobby (including all needed hardware).	
2.2.		7 (seven) tables and 4 (four) chairs for participant registration close to the main conference room.	
3.	Meeting room No 1	Capacity for 40 (forty) persons.	
3.1.		Tables and chair for 40 (forty) people.	
3.2.		From 10 mb/s to 50 mb/s Wifi internet connection for participants.	
3.3.		Equipment for presentations. Screen, projector and lectern with laptop, 50 (fifty) still water bottles 0,33 ml and 50 (fifty) glasses.	
4.	Second conference hall	Capacity for 150 (one hundred fifty) persons.	
4.1.		Chairs for 150 (one hundred fifty) persons. 2 (two) hand microphones, screen, projector and lectern with laptop, 15 (fifteen) still water bottles 0,33 ml and 15 (fifteen) glasses.	
4.2.		6 (six) comfortable, representative panelists' chairs and 3 (three) small coffee tables for glasses of water and five (5) hand microphones and 1 (one) headset. From 10 mb/s to 50 mb/s Wifi internet connection for participants and stable internet connection for video streaming needs. 1 (one) lectern equipped with monitors (or laptops) for presentations, presentation remote controls and 6 (six) microphones. High quality sound system (including the sound system control panel). 1 (one) large (depending on the size of the room) conference presentation screen attached to the wall. Space for 2 cameras.	
5.	Space for the suppliers' meeting room	Very close proximity to the Conference hall, size at least 300 m2.	
5.1.		40 (forty) tables, each for 2 (two) seated persons, 80 (eighty) chairs.	
5.2.		From 10 mb/s to 50 mb/s Wifi internet connection for participants.	
5.3.		40 (forty) electricity plugs.	
6.	Room for organisers	For up to 15 (fifteen) persons.	
6.1.		2 (two) tables, 10 (ten) chairs.	
6.2.		Wifi internet connection for participants.	

7.	Area for catering	For up to 650 (six hundred fifty) persons coffee break and lunch tables should be arranged close to the Conference hall.	
8.	Cloakroom services	Supervised. To serve around 650 (six hundred fifty) persons.	
9.	Security services	Conference security.	

Table No 2 "Catering"

No	Name of the event	Date of the event	Number of events	Needed services	Candidate's proposal (to be filled by candidate)
1.	Lunch	April 23	1	1 (one) warm buffet type meal with served coffee up to 15,00 EUR per person.	
2.	Coffee break	April 23	3	Catering for 3 (three) coffee breaks up to 5,00 EUR per person per coffee break (includes – coffee, tea, sugar, milk, natural water with refreshing taste, cookies, seasonal fruits).	
3.	Reception	April 23	1	1 reception catering with wine, beer and finger food up to 20 EUR per person.	
4.	Organisation of catering serving	April 23	5	Human resources, administrative expenses, all needed equipment to ensure catering services (tables, tablecloth, napkins, tableware, etc.).	

Table No 3 "Technical equipment of simultaneous translation and its servicing"

No	Equipment	Amount (pcs.)
1.		
2.		
...		

Table No 4 "Video filming, streaming, video recording and editing service"

No	Item	Amount (pcs.)
1.		
2.		
...		

Table No 5 "Photographer Services"

No	Item	Hours
1.	Services of Photographer on April 23, 2020	9
2.	Photo edition	

Table No 6 "Floristry services"

No	Item	Description
1.	Floral composition for stage on April 23, 2020	

ANNEX NO 5: FINANCIAL PROPOSAL

We offer to deliver Services in accordance with the Technical specification (Annex No 3) for the following costs*:

1. Event organization and management services

No	Services		Quantity (in hours)	Hour costs EUR (excl. VAT)	Total amount EUR (excl. VAT)
1.	Management of different services	1.1. Organisation and management of the Rail Baltica Global Forum's venue, catering, video streaming, technical simultaneous interpretation, photograph services and floral composition for conference stage.			
2.	Event venue preparation	2.1. The coordination of the preparation works of the Rail Baltica Global Forum's venue before the event starts (in cooperation with the responsible persons of the venue and other technical partners). Checking of the Rail Baltica Global Forum premises' readiness for the event, including but not limited to layout of required furniture according to the plan prepared by the event organizer, checking of the location for catering and registration desks preparation (there should be electronic registration and check in system on spot).			
		2.2. Preparation of the organizational script of the event (in cooperation with the partners).			
		2.3. Organisational script execution and management, control and monitoring: the responsible persons monitor and control whether the ongoing events take place in a coherent way with a script, leads the process, coordinates the personnel involved and assistants. An effective system of communication between all parties should be ensured, for example, WhatsApp usage.			
3.	Technical equipment and its control	3.1. Preparation of the technical script, alignment and control (in cooperation with the technical partners and event organisers).			
		3.2. Assembly / installation / testing of the technical equipment, control and supervision (in cooperation with the technical partners).			
		3.3. Control of the dismantling of the technical equipment, supervision of this process (in cooperation with the technical partners).			
		3.4. Process coordination – testing of all systems.			

4.	Receiving participants and speakers	4.1. Registration – identification of the necessary number of staff and positions.			
		4.2. Registration – selection of representational staff.			
		4.3. Registration – staff briefing.			
		4.4. Work on guest registration, inviting participants to take seats, microphone support, distribution of translation headphones if needed, coordination of speaker's seating, etc.			
		4.5. Preparation of the staff working scheme.			
		4.6. Establishment of a registration table workstation scheme.			
		4.7. Registration desk arrangement and placement of materials during the Rail Baltica Global Forum from 8.30 a.m. to 6.30 p.m.			
		4.8. The responsible person coordinates the receiving of conference materials for distribution, arranging them, communicating with assistants, managing problem solving and control.			
5.	Communication with speakers	5.1. Technical testing and testing of the presentations, making and approving adjustments if needed.			
		5.2. Speakers briefing to instructs on the organization of the event, presentations etc., introduces the stage, layout, technique (presentation remote control, control monitor, microphone, time report).			
		5.3. Coordination of presentation updates and amendments during the event.			
6.	Multimedia	<p>6.1. Access to the real-time conference Q&A app Sli.do:</p> <p>6.1.1. preparation of the account;</p> <p>6.1.2. rental of the system;</p> <p>6.1.3. training of its usage (including instructions for the event moderators);</p> <p>6.1.4. technical integration of Sli.do into live video streaming and on the screens in the event hall.</p> <p>The Sli.do access needs to guarantee such functions as audience questions; unlimited polls; event analytics; moderate questions; event branding; create survey; multiple rooms; data export.</p>			
7.	Registration management	<p>7.1. Manage the event registration system, approval of the participants using the existing system provider by the Customer (based on Abory CMS, training will be provided from Customer side). This includes:</p> <p>7.1.1. approval of the participation (automatic system);</p>			

		7.1.2. answering to participants questions via provided e-mail address (based on Windows Microsoft 360) with support from Customer; 7.1.3. forming the final list of participants.			
		7.2. Preparation of the participants badges, including design, printing and sorting.			
IN TOTAL EUR EXCLUDING VAT:					

2. Venue

No	Name of the item	Description of the technical needs	Candidate's proposal (to be filled by candidate)	Total amount EUR (excl. VAT)
1.	Conference Hall	Rental of 1 (one) room up to 600 (six hundred) persons; the room should allow to place a stage for lecterns for speakers and panel discussion, to have a place for setting working tables for sound / light and video projection services and if needed for 2 (two) translation booths for 2 (two) persons each, as well as 3 video cameras. It should be ensured that all participants have clear view (it can be ensured with additional side screens for the last rows) of the stage and speakers.		
1.1.		600 (six hundred) seats for conference participants.		
1.2.		From 10 mb/s to 50 mb/s Wifi internet connection for participants and stable internet connection (from 20 mb/s to 50 mb/s) for video streaming needs.		
1.3.		Stage for speakers and panel discussions big enough to settle 2 (two) lecterns and 8 (eight) panelist's chairs.		
1.4.		8 (eight) comfortable, representative panelists' chairs and 4 (four) small coffee tables for glasses of water and hand microphones.		
1.5.		2 (two) lecterns equipped with monitors (or laptops) for presentations, presentation remote controls and microphones.		
1.6.		1 (one) 50" monitor on the stage for panelists to see the presentation.		
1.7.		2 (two) monitors for speaking time regulation on stage, 1 (one) for lectern and 1 (one) for panel.		

1.8.		3 (three) large conference presentation screens attached to the wall (1 (one) for the presentation, 2 (two) for video streaming / Sli.do and other graphical materials); necessary technical equipment to ensure video projections (projectors, PCs, etc.). Additional 2 projectors for video projecting purposes.		
1.9.		6 (six) headset microphones and 5 (five) wireless hand microphones.		
1.10.		1 (one) table for 6 (six) persons for the press conference with decorative table cover / table cloth (to cover the leg part), 6 (six) chairs.		
1.11.		2 (two) built-in or removable translation booths for 2 (two) persons each to be placed in the conference venue.		
1.12.		Conference lighting.		
1.13.		HD quality sound system (including the sound system control panel).		
1.14.		Technical assistant for video, audio and lighting systems.		
2.	Lobby			
2.1.		2 (two) 50" monitor on the stands or fixed on the wall for the event relevant information presentation at the lobby (including all needed hardware).		
2.2.		7 (seven) tables and 4 (four) chairs for participant registration close to the main conference room.		
3.	Meeting room No 1	Capacity for 40 (forty) persons.		
3.1.		Tables and chair for 40 (forty) people.		
3.2.		From 10 mb/s to 50 mb/s Wifi internet connection for participants.		
3.3.		Equipment for presentations. Screen, projector and lectern with laptop, 50 (fifty) still water bottles 0,33 ml and 50 (fifty) glasses.		
4.	Second conference hall	Capacity for 150 (one hundred fifty) persons.		
4.1.		Chairs for 150 (one hundred fifty) persons. 2 (two) hand microphones, screen, projector and lectern with laptop, 15 (fifteen) still water bottles 0,33 ml and 50 (fifteen) glasses.		

4.2.		6 (six) comfortable, representative panelists' chairs and 3 (three) small coffee tables for glasses of water and 5 (five) hand microphones and 1 (headset). From 10 mb/s to 50 mb/s Wifi internet connection for participants and stable internet connection for video streaming needs. 1 (one) lectern equipped with monitors (or laptops) for presentations, presentation remote controls and 6 (six) microphones. High quality sound system (including the sound system control panel). 1 (one) large (depending on the size of the room) conference presentation screen attached to the wall. Space for 2 cameras.		
5.	Space for the suppliers' meeting room	Very close proximity to the Conference hall, size at least 300 m2.		
5.1.		40 (forty) tables, each for 2 (two) seated persons, 80 (eighty) chairs.		
5.2.		From 10 mb/s to 50 mb/s Wifi internet connection for participants.		
5.3.		40 (forty) electricity plugs.		
6.	Room for organisers	For up to 15 (fifteen) persons.		
6.1.		2 (two) tables, 10 (ten) chairs.		
6.2.		Wifi internet connection for participants.		
7.	Area for catering	For up to 650 (six hundred fifty) persons coffee break and lunch tables should be arranged close to the Conference hall.		
8.	Cloakroom services	Supervised. To serve around 650 (six hundred fifty) persons.		
9.	Security services	Conference security.		
IN TOTAL EUR EXCLUDING VAT:				

3. Catering

No	Name of the event	Date of the event	Number of events	Needed services	Price per person EUR excl. VAT	Number of served persons *	Total price EUR excl. VAT
1.	Lunch	April 23	1	1 (one) warm buffet type meal with served coffee up to 15,00 EUR per person.		650	
2.	Coffee break	April 23	3	Catering for 3 (three) coffee breaks up to 5,00		650	

				EUR per person per coffee break (includes – coffee, tea, sugar, milk, natural water with refreshing taste, cookies, seasonal fruits).			
3.	Reception	April 23	1	1 reception catering with wine, beer and finger food up to 20 EUR per person.		400	
4.	Organisation of catering serving	April 23	5	Human resources, administrative expenses, all needed equipment to ensure catering services (tables, tablecloth, napkins, tableware, etc.).		650	
IN TOTAL EUR EXCLUDING VAT:							

* The amount is based on the estimated number of the participants and will be used only to compare the proposals. This number is not binding to the Contracting authority. The certain number of participants will be known according to the terms of conditions of the Draft Contract.

4. Technical equipment of simultaneous translation and its servicing

No	Equipment	Price per one unit EUR (excl. VAT)	Amount (pcs.)	Total price EUR (excl. VAT)
1.				
2.				
...				
IN TOTAL EUR EXCLUDING VAT:				

5. Video, filming, streaming, video recording and editing service

No	Item	Price per one unit EUR (excl. VAT)	Amount (pcs.)	Total price EUR (excl. VAT)
1.				
2.				
...				
IN TOTAL EUR EXCLUDING VAT:				

6. Photographer services

No	Item	Price per hour EUR (excl. VAT)	Hours	Total price EUR (excl. VAT)
1.	Services of Photographer on April 23, 2020		9	
2.	Photo edition			
IN TOTAL EUR EXCLUDING VAT:				

7. Floristry services

No	Item	Price EUR (excl. VAT)
1.	Floral composition for stage on April 23, 2020	
IN TOTAL EUR EXCLUDING VAT:		

* If the Tenderer in any part of the Financial proposal indicates price EUR 0.00, the Tenderer shall provide a detailed explanation of the essential terms of the proposal (service costs, particularly favorable service conditions, the aid for commercial activity received by the tenderer) that are available to the Tenderer to justify the proposed service cost.

ANNEX NO 6: EXPERIENCE OF EVENT ORGANIZER

No	Name of the conference	Date of the conference	Number of participants	Description of the tasks and approach according to contract, what characterize required experience, stated in "Technical and professional ability" Section 8.4.1. as well pointing out names or positions of officials who require following a strict protocol and participated in the event	Contact information for references
1.					
2.					
...					

[date of signing]

[name and position of the representative of the Tenderer]

ANNEX NO 7: EXPERIENCE OF PHOTOGRAPHER

No	Name of the event	Date of the event	Number of participants	Description of the tasks and approach according to contract, what characterize required experience, stated in “Technical and professional ability” in Section 8.4.2.	Contact information for references
1.					
2.					
...					

[date of signing]

[name and position of the representative of the Tenderer]

ANNEX NO 8: EXPERIENCE OF CATERING PROVIDER

No	Name of the event	Date of the event	Number of participants	Description of the tasks and approach according to contract, what characterize required experience, stated in "Technical and professional ability" Section 8.4.3.	Contact information for references
1.					
2.					
...					

[date of signing]

[name and position of the representative of the Tenderer]

ANNEX NO 9: OTHER ENTITIES ON WHOSE CAPACITY TENDERER RELIES**A LIST OF OTHER ENTITIES ON WHOSE CAPACITY TENDERER RELIES TO MEET THE REQUIREMENTS
OF THE PROCUREMENT****“ORGANISATION SERVICES FOR RAIL BALTICA GLOBAL FORUM”****(ID No RBR 2019/23)**

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

[date of signing]

[name and position of the representative of the Tenderer]

ANNEX NO 10: SUBCONTRACTORS

A LIST OF THE SUBCONTRACTORS FOR THE PROCUREMENT
"ORGANISATION SERVICES FOR RAIL BALTICA GLOBAL FORUM"
(ID No RBR 2019/23)

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 ⁸
I	Total amount of the sub- contracted tasks is equal to or exceeds 10% from the proposed contract price				
1					
2					
n+1					
Total:					
II	Total amount of the sub- contracted tasks is smaller than 10% from the proposed contract price				
1					
2					
n+1					
Total:					
Total (I+II)					

[date of signing]

[name and position of the representative of the Tenderer]

⁸ 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

ANNEX NO 11: DRAFT CONTRACT

PLEASE SEE ATTACHED AS A SEPARATE DOCUMENT.