

REGULATIONS

FOR THE OPEN COMPETITION

“HEALTH INSURANCE POLICIES FOR RB RAIL AS EMPLOYEES”

(IDENTIFICATION NO RBR 2021/20)



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

Riga 2021

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 this agreement;
- 1.3. **Contracting authority** (also, the Contracting entity) - 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 2021/20);
- 1.6. **Open competition (also procurement)** - a procurement procedure "Health insurance policies for RB Rail AS employees" (identification number: RBR 2021/20) in which all interested Suppliers are entitled to submit their Proposals;
- 1.7. **Procurement commission** – commission which composition has been established by the joint stock company RB Rail AS, order No 1.9-2021-22, dated 17 August 2021 (amendments with order No 1.9- 2021-25, dated 25 August 2021), issued by the Chairman of the Management Board of joint stock company RB Rail AS;
- 1.8. **Proposal** - documentation package the Tenderer submits to participate in the open competition;
- 1.9. **Public Procurement Law** - Public Procurement Law of the Republic of Latvia;
- 1.10. **Regulations** – regulations of the Procurement "Health insurance policies for RB Rail AS employees" (identification number: RBR 2021/20), 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 Open competition is co-financed by the Contracting authority and Connecting Europe Facility (CEF).
- 2.2. This Open competition is organized in accordance with the Public Procurement Law in effect on the date of publishing the contract notice and is provided in accordance with order established in Cabinet of Minister Rules No 107 of the Republic of Latvia on Conducting Procurement Procedures and Design Competitions, of 28 February 2017 (Ministru kabineta 2017.gada 28.februāra noteikumi Nr.107 "Iepirkuma procedūru un metu konkursu norises kārtība").
- 2.3. The Open competition 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/>).
- 2.4. The Open competition Regulations is freely available on Contracting authority's profile in the E-Tenders system at webpage <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/62182> and the webpage of the Contracting authority <http://railbaltica.org/tenders/>.
- 2.5. 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/62182> 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.

- 2.6. Contact person of the Contracting authority for the Open competition is Procurement Specialist Žaneta Podniece, phone: +371 29356405, e-mail address: zaneta.podniece@railbaltica.org. All requests for information or additional explanations shall be submitted through the E-Tenders system. Answers to questions or explanations from the Contracting Authority are also provided through the E-Tenders system.
- 2.7. The exchange of information between the Procurement commission and the Supplier or Tenderer shall be in written form (by sending documents electronically to e-mail or using E-Tenders system) in English (if information is submitted in Latvian, it shall be accompanied by a translation into English).
- 2.8. If the Supplier does not have access to the E-Tenders system, the Supplier can follow the guidance for obtaining access to the system available on the Contracting authority's website at <http://www.railbaltica.org/procurement/e-procurement-system/>.
- 2.9. The Supplier can request additional information regarding the Regulations. Additional information can be requested in writing through the E-Tendering system or (in case the Supplier does not have access to the system) by sending it to the Procurement commission electronically to the e-mail (see Section 2.6 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 (additional information) within 5 (five) business days from the day of receipt of the request from the Supplier.
- 2.10. The Supplier covers all expenses, which are related to the preparation of the Proposal and its submission to the Contracting authority. Under no circumstances Contracting authority will 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 Open competition 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 presents to Procurement commission original documents.
- 3.3. During the Proposal evaluation, the Procurement commission has the right to request the Tenderer to clarify the information included in its Proposal.
- 3.4. According to Article 230 of the Cabinet of Minister Rules No 107 of the Republic of Latvia on Conducting Procurement Procedures and Design Competitions, of 28 February 2017 (Ministru kabineta 2017. gada 28. februāra noteikumi Nr. 107 "*lepirkuma procedūru un metu konkursu norises kārtība*"), in a case of lack of funds (budgetary constraints) or other objective reason the Contracting Authority can at any moment terminate the Procurement procedure.
- 3.5. If the Procurement commission determines that the information about the Tenderer or persons upon whose capacity the Tenderer is relying that is included in submitted documents is unclear or incomplete, it demands that the Tenderer or a competent institution clarifies 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 requested to clarify 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. 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 documentation of the process of the Open competition procedure.
- 4.2. The Procurement commission ensures free and direct electronic access to the Open competition documents in Contracting authority's profile on the E-Tenders system's webpage <https://www.eis.gov.lv/EKEIS/Supplier/Organizer/62182> and on the webpage of the Contracting authority <http://railbaltica.org/tenders/>.
- 4.3. If the interested Supplier has in a timely fashion in writing by post or electronically (including by E-Tenders system), or delivering in person requested additional information about the requirements included in Open competition 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 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/62182> and on its webpage <http://railbaltica.org/tenders/> where Open competition documents are available, indicating the question asked.
- 4.4. If the Contracting authority has amended the Open competition 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/62182> and on the Contracting authority's webpage <http://railbaltica.org/tenders/> where Open competition 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 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 are protected and the Contracting authority can check the content of the Proposals only after the expiration of the deadline for their submission. From the day of submission of Proposals until the opening of the Proposals the Contracting authority does not disclose any information regarding the existence of other Proposals. During the time of Proposal evaluation, the Contracting authority does not disclose any information regarding the evaluation process until the announcement of the results.
- 4.6. The Procurement Commission evaluates the Tenderers and their submitted Proposals based on the Public Procurement Law, Open competition documents, as well as other applicable regulatory enactments.
- 4.7. If the Procurement Commission determines that the information about the Tenderer, its subcontractors and persons upon whose capabilities 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.
- 4.8. The Procurement Commission prepares a report on the open competition procedure and publishes it in Contracting Authority's profile on the E-Tenders system's webpage <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/62182> and on the Contracting

Authority's webpage <http://railbaltica.org/tenders/> within 5 (five) Business days from day when the decision about the results of the Open competition is taken.

5. THE RIGHTS OF THE TENDERER

- 5.1. The Tenderer have the rights to submit Tenderer's Electronic Procurement System registration documents (if the Tenderer is not registered in Electronic Procurement System) in State Regional Development Agency (please see information here <http://www.railbaltica.org/procurement/e-procurement-system/>).
- 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 meeting 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, the Tenderer in question has the right to submit a statement or a different document regarding the corresponding fact, 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 Article 68 of the Public Procurement Law of the Republic of Latvia, regarding the Tenderer selection requirements, Technical Specifications or other requirements relating to this open competition, or relating to the activities by the Contracting Authority or the Procurement Commission during the open competition procedure.
- 5.5. The Tenderer shall follow and comply with all requirements established in the Regulations of this Open competition.

6. SUBJECT-MATTER OF THE PROCUREMENT

- 6.1. The subject-matter of the open competition is health insurance policies for RB Rail AS employees (hereinafter – Services). Services must be provided in accordance with the Technical specification for Part No 1 "Health insurance policies for RB Rail AS employees in Estonia", Part No 2 "Health insurance policies for RB Rail AS employees in Lithuania" and Part No 3 "Health insurance policies for RB Rail AS employees in Latvia".
- 6.2. The subject-matter of the procurement has been divided in 3 (three) parts:

No	Subject-matter
Part No 1	"Health insurance policies for RB Rail AS employees in Estonia"
Part No 2	"Health insurance policies for RB Rail AS employees in Lithuania"
Part No 3	"Health insurance policies for RB Rail AS employees in Latvia"

- 6.3. The applicable CPV code of the subject -matter for all 3 (three) parts: 66512200-4 (Health insurance services).
- 6.4. The Tenderer can submit a Proposal for one or more (up to three) parts indicated in Clause 6.2. of the Regulations (and only for the entire volume of the relevant part (in which Tenderer is taking part)). The contract will be concluded separately for each part of the subject-matter of procurement.
- 6.5. The Tenderer is not permitted to submit variants of the Proposal. If variants of the Proposal will be submitted, the Proposal will not be reviewed.
- 6.6. The delivery of the Services will take place:
 - 6.6.1. In Part No 1 - in Estonia.
 - 6.6.2. In Part No 2 – in Lithuania.

6.6.3. In Part No 3 – in Latvia.

6.7. The estimated value of the contract for each part of the subject-matter of procurement:

6.7.1. Part No 1 “Health insurance policies for RB Rail AS employees in Estonia” shall not exceed 50 000,00 EUR (fifty thousand euros, 00 cents) excluding value added tax (hereinafter-VAT).

6.7.2. Part No 2 “Health insurance policies for RB Rail AS employees in Lithuania” shall not exceed 49 089,00 EUR (forty-nine thousand and eighty- nine euros, 00 cents) excl. VAT.

6.7.3. Part No 3 “Health insurance policies for RB Rail AS employees in Latvia” shall not exceed 128 058,00 EUR (one hundred and twenty-eight thousand and fifty -eight euros, 00 cents) excl. VAT.

6.8. Period of provision of Services for each part of the subject-matter of procurement:

6.8.1. Part No1 – the health insurance policy period is 12 (twelve) calendar months and RB Rail AS employees will be insured for 2 (two) insurance periods, each for a term of 12 (twelve) calendar months. The planned term of the insurance period is from 1 January 2022 to 31 December 2022 and from 1 January 2023 to 31 December 2023.

6.8.2. Part No 2 – the health insurance policy period is 12 (twelve) calendar months and RB Rail AS employees will be insured for 2 (two) insurance periods, each for a term of 12 (twelve) calendar months. The planned term of the insurance period is from 1 January 2022 to 31 December 2022 and from 1 January 2023 to 31 December 2023.

6.8.3. Part No 3 – the health insurance policy period is 12 (twelve) calendar months and RB Rail AS employees will be insured for 2 (two) insurance periods, each for a term of 12 (twelve) calendar months. The planned term of the insurance period is from 1 January 2022 to 31 December 2022 and from 1 January 2023 to 31 December 2023.

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 offer 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 4 “Application”. If it will be decided to award contracting rights to such partnership, then prior to concluding the Contract the partnership shall at its discretion either enter into a partnership agreement (within the meaning of Latvian Civil Law Sections 2241-2280) and shall submit one copy of this agreement to the Contracting authority or establish a general or limited partnership (within the meaning of Latvian Commercial Law, Chapter IX and X) and notify the Contracting authority in writing;

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

8. SELECTION CRITERIA FOR TENDERERS

8.1. Exclusion grounds (refers to all three parts of the subject-matter)

Before making the decision to award the contract signing rights, Contracting Authority shall verify whether the Tenderer, to whom the Contract signing rights should be awarded, is not a subject for exclusion grounds set in the Article 42 of Public Procurement Law of Republic of Latvia. The Contracting Authority shall exclude the Tenderer from further participation in the open competition in any of the following circumstances:

No	Requirement	Documents to be submitted (No obligation to submit any, unless documents are specifically requested by the Procurement commission.) ¹
8.1.1.	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: 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 organization, b) bribe-taking, bribery, bribe misappropriation, intermediation in bribery, unauthorized participation in property transactions, taking of prohibited benefit, commercial bribing, unlawful claiming of benefits, accepting or providing of benefits, trading influences, c) fraud, misappropriation or money-laundering, 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, e) human trafficking, f) evasion from payment of taxes or similar payments.	- 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, Contracting authority will 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, Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence.
8.1.2.	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 Contract, the Tenderer has tax debts in Latvia or a country where it has been incorporated or is permanently residing, including debts of mandatory state social insurance contributions exceeding 150 euro in total in any of the countries.	- For a Tenderer registered or residing in Latvia Contracting authority will 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.

¹ If the Tenderer submits the European single procurement document as the initial proof, there is no obligation to submit other documents, unless documents are specifically requested by the Procurement commission.

No	Requirement	Documents to be submitted (No obligation to submit any, unless documents are specifically requested by the Procurement commission.) ¹
8.1.3.	Tenderer's insolvency proceedings have been announced, the Tenderer's business activities have been suspended, the Tenderer is under liquidation.	- For a Tenderer registered or residing in Latvia Contracting authority will 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.
8.1.4.	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: 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; 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 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; c) If he or she is a relative of a Tenderer or a subcontractor which is a natural person. If the Tenderer is a partnership, consisting of natural or legal persons, a relation to the Tenderer is presumed also if a person who drafted the procurement 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.	No obligation to submit documents, unless specifically requested by the Procurement commission.

No	Requirement	Documents to be submitted (No obligation to submit any, unless documents are specifically requested by the Procurement commission.) ¹
8.1.5.	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 Open competition, 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.
8.1.6.	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.	- For a Tenderer registered or residing in Latvia Contracting authority will 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 (if access to any such database/website is free of charge to the Contracting authority).
8.1.7.	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.	- For a Tenderer registered or residing in Latvia Contracting authority will 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.
8.1.8.	Within the previous 12 (twelve) months before submission of the Proposals by such a decision of a competent authority, a court judgment or a 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,	- For a Tenderer registered or residing in Latvia Contracting authority will verify the information itself from 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.

No	Requirement	Documents to be submitted (No obligation to submit any, unless documents are specifically requested by the Procurement commission.) ¹
	which must be submitted about persons, who start working.	
8.1.9.	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.
8.1.10.	The Tenderer is a registered offshore ² company (legal person) or offshore association of persons.	- For a Tenderer which is registered in Latvia Contracting authority will 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 outside of Latvia Tenderer shall submit 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 registration wherefrom at least the fact of registration can be determined.
8.1.11.	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.	For a Tenderer which is registered in Latvia: • Contracting authority will 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 the fact that there are no registered owners or shareholders of the Tenderer (with more than 25% of share capital) who are registered offshore.
8.1.12.	The subcontractor 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.	- 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 will 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 outside of Latvia (with its permanent place of residence abroad) Tenderer shall submit a copy of a valid registration certificate or a similar document issued by a foreign authority in charge of the

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 (No obligation to submit any, unless documents are specifically requested by the Procurement commission.) ¹
		registration of legal persons in the country of their residence wherefrom at least the fact of registration can be determined.
8.1.13.	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: 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, 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), and such sanctions can affect the execution of the Contract.	- For a Tenderer registered or residing in Latvia Contracting authority will 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 (refers to all three parts of the subject-matter)

No	Requirement	Documents to be submitted
8.2.1.	The Tenderer or all members of the partnership (if Tenderer is a partnership), a person on whose abilities a Tenderer relies to certify its compliance, a subcontractor whose share of work is equal to or exceeds 10% of the contract value must be registered in the Registry of Enterprises or Registry of Inhabitants, or other register in a country where the Tenderer is registered or residing (only if the legislation of the respective	- For a Tenderer (or a member of a partnership, if Tenderer is a partnership), a person on whose capacity Tenderer relies, a subcontractor whose share of work is equal to or exceeds 10% of the contract value which is a legal person registered in Latvia Contracting authority will verify the information itself in publicly available databases. - For a Tenderer (or a member of a partnership, if Tenderer is a partnership), a person on whose capacity Tenderer relies, a subcontractor whose share of work is equal to or exceeds 10% of the contract value who is a natural person, Tenderer shall submit a copy

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 See reference No 3.

No	Requirement	Documents to be submitted
	country requires registration of natural or legal persons).	of an identification card or passport and certificate or similar document; - For a Tenderer (or each member of a partnership) which is a legal person registered abroad (with its permanent place of residence abroad), Tenderer shall submit 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 and wherefrom at least the fact of registration and information about shareholders, board or supervisory board members, beneficial owners, officials and procura holders, persons who are authorised to represent the Tenderer in operations in relation to a branch (if any) can be determined. - For each person on whose capacity a Tenderer relies, Tenderer shall submit a copy of a valid registration certificate or a similar document issued by a foreign authority in charge of the registration, licensing or certification of legal persons in the country of their residence and wherefrom at least the fact of registration, information about shareholders, board or supervisory board members, officials and procura holders, persons who are authorized to represent the Tenderer in operations in relation to a branch (if any) can be determined. - For each subcontractor whose share of work is equal to or exceeds 10% of the contract value which is a legal person registered outside of Latvia (with its permanent place of residence abroad), Tenderer shall submit 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 can be determined. - If a Proposal is submitted by a partnership, the Proposal shall include an agreement (or letter of intent to enter into agreement) signed by all members on the participation in the Procurement which lists responsibilities of each and every partnership member 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

No	Requirement	Documents to be submitted
		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 Tenderer relies on the capacity of other persons to comply with the qualification requirements or involves sub-contractors, whose share of work is equal to or exceeds 10% of the contract value – document (e.g. statement, confirmation or agreement on cooperation and/or passing of resources to the Tenderer between such persons and the Tenderer, or letter of intention to enter in such agreement, or any other similar document), signed between such persons and the Tenderer (indicating the capabilities and responsibilities for such person and/or sub-contractor). - In addition, the Tenderer must fill in Annex No 14 and Annex No 15 (in case the Tenderer relies on the capacity of other persons to comply with the qualification requirements or involves sub-contractors, whose share of work is equal to or exceeds 10% of the contract value).
8.2.2.	The representative of the Tenderer or a member of a partnership (if Tenderer is a partnership), or a person on whose capacity Tenderer relies, or subcontractor, 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.	- Proof of Tenderers` representation or authorization (e.g. power of attorney or registration certificate) and stating the authorization's to sign, submit and otherwise manage the proposal. - 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 or subcontractor, who signs documents contained in the Proposal. - For a Tenderer (or a member of a partnership), a person on whose capacity Tenderer relies or subcontractor which is a legal person registered in Latvia the Contracting authority will verify the information itself in publicly available databases. - If the Tenderer, or a member of a partnership (if Tenderer is a partnership), or a person on whose capacity Tenderer relies or subcontractor submits a power of attorney there shall be additionally submitted documents confirming that the issuer of the power of attorney has the right of signature (representation).

8.3. Economic and financial standing (refers to all three parts of the subject – matter)

No	Requirement	Documents to be submitted
8.3.1.	The Tenderers or all members of the partnership together (if the Tenderer is a partnership and confirms the average yearly financial turnover jointly), average yearly financial turnover within the last 3 (three) financial years (2018, 2019, 2020) is not less: 1) than 50 000,00 EUR (fifty thousand euros) if the Tenderer applies for the 1.part; 2) than 49 089,00 EUR (forty-nine thousand and eighty- nine euros) if the Tenderer applies for the 2.part. 3) than 128 058,00 EUR (one hundred and twenty-eight thousand and fifty -eight euros) if the Tenderer applies for the 3.part. In the event the average yearly 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 yearly 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) or entity on whose capabilities the Tenderer is relying to certify it's financial and economic performance has operated in the market for less than 3 (three) financial years, the requirement shall be met during the Tenderer's actual operation period.	- Filled in and signed Annex 5 (by the Tenderer or each member of the partnership (if the Tenderer is a partnership) or entity on whose capabilities the Tenderer is relying to certify it's financial and economic performance and who will be financially and economically responsible for fulfilment of the Contract). - Audited or self-approved (if the annual financial statement is not available itself in publicly available database or required by the law of the country of residence of the Tenderer) annual financial statements for financial years 2018, 2019, 2020 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. - If an application is submitted by a partnership or in case the Tenderer is relying on capabilities of other entity to certify it's financial and economic performance, the Tenderer shall indicate the member of the partnership or entity on whose capabilities the Tenderer is relying to certify it's financial and economic performance and who will be financially and economically responsible for fulfilment of the contract including this information in the agreement of cooperation (or letter of intention to enter into such agreement) and in addition indicate it in the Annex No 14. - For a limited partnership (within the meaning of Latvian Commercial Law, Chapter X) an additional document evidencing the amount of the investment by the limited liability partner (the partnership agreement

No	Requirement	Documents to be submitted
		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 Section 8.3.1 of the Regulations (2018, 2019, 2020), the financial turnover necessary must be indicated for the Tenderer's previous 3 (three) reporting years.

8.4. Technical and professional ability

8.4.1. Requirements for the Part No 1 „Health insurance for RB Rail AS employees in Estonia“.

No	Requirement	Documents to be submitted
8.4.1.1.	The Tenderer within the previous 3 (three) years (2018 to until the date of submission of the proposals) has gained experience in health insurance for at least 1 (one) legal person, where the amount of insured persons has been at least 55 (fifty-five) persons and the term of the insurance contract has been at least 12 (twelve) months. The service shall be completed.	- Filled and signed Annex No 12; - Copies of references from respective clients or similar documents provided by third party (the Client/Contracting Authority) evidencing the experience.
8.4.1.2.	The Tenderer has the right to provide health insurance services in Estonia.	- Information on the Tenderer's right to provide health insurance services procurement Commission will check on the website https://www.fi.ee/en/insurance-0/insurance/insurance-companies/insurance-companies
8.4.1.3.	The Tenderer should propose for the provision of the services a Contract Manager who has proficiency of English language skills at least at B₂ Level (based on Common European Framework of Reference for Languages)⁵ in understanding, speaking, writing.	- Filled Annex No 13 "Information about Contract Manager" and signed by the Contract Manager;

8.4.2. Requirements for the Part No 2 „Health insurance for RB Rail AS employees in Lithuania“.

⁵See <http://europass.cedefop.europa.eu/resources/european-language-levels-cefr>

No	Requirement	Documents to be submitted
8.4.2.1.	The Tenderer within the previous 3 (three) years (2018 to until the date of submission of the proposals) has gained experience in health insurance for at least 1 (one) legal person, where the amount of insured persons has been at least 50 (fifty) persons and the term of the insurance contract has been at least 12 (twelve) months. The service shall be completed.	- Filled and signed Annex No 12; - Copies of references from respective clients or similar documents provided by third party (the Client/Contracting Authority) evidencing the experience.
8.4.2.2.	The Tenderer has the right to provide health insurance services in Lithuania.	- Information on the Tenderer rights to provide health insurance services procurement Commission will check on the website https://www.lb.lt/en/sfi-financial-market-participants?ff=1&market=2
8.4.2.3.	The Tenderer should propose for the provision of the services a Contract Manager who has proficiency of English language skills at least at B₂ Level (based on Common European Framework of Reference for Languages) ⁶ in understanding, speaking, writing.	- Filled Annex No 13 "Information about Contract Manager" and signed by the Contract Manager;

8.4.3. Requirements for the Part No 3 „Health insurance for RB Rail AS employees in Latvia”.

No	Requirement	Documents to be submitted
8.4.3.1.	The Tenderer within the previous 3 (three) years (2018 to until the date of submission of the proposals) has gained experience in health insurance for at least 1 (one) legal person, where the amount of insured persons has been at least 145 (one hundred forty-five) persons and the term of the insurance contract has been at least 12 (twelve) months. The service shall be completed.	- Filled and signed Annex No 12; - Copies of references from respective clients or similar documents provided by third party (the Client/Contracting Authority) evidencing the experience.
8.4.3.2.	The Tenderer has the right to provide health insurance services in Latvia.	- Information on the Tenderer rights to provide health insurance services procurement Commission will check on the website of The Financial and

⁶See <http://europa.eu/cedefop.europa.eu/resources/european-language-levels-cefr>

No	Requirement	Documents to be submitted
		Capital Market Commission: www.fktk.lv.
8.4.3.3.	The Tenderer should propose for the provision of the services a Contract Manager who has proficiency of English language skills at least at B₂ Level (based on Common European Framework of Reference for Languages) ⁷ in understanding, speaking, writing.	- Filled Annex No 13 "Information about Contract Manager" and signed by the Contract Manager;

- 8.5. Information, provided in the Proposal to prove the compliance with above-mentioned requirements for economic and financial standing (Section 8.3 of the Regulations), technical and professional ability (Section 8.4 of the Regulations) shall be clear and understandable without any additional analysis or external proof of the submitted information. The Contracting authority is not 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 clearly confirm the compliance with qualification requirements set in the Regulations.
- 8.6. Notices and other documents mentioned in the Section 8.1 of the Regulations which are issued by competent institutions of the Republic of Latvia 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 Section 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 Section 8.1 of the Regulations are not issued or these documents are insufficient, such documents can be replaced with an oath or, if the regulatory enactments of the country in question do not allow for an oath, - with a certification by the Tenderer or by another person mentioned in Section 8.1 of the Regulations before a competent executive governmental or judicial institution, a sworn notary or a competent organization of a corresponding industry in their country of registration (permanent residence). Regarding all documents submitted based on an oath given under law (e.g. sworn-statements, declarations on oath etc.), the Tenderer must provide (indicate) legal grounds to law or enactment in accordance with such statements or declarations on oath have been given.
- 8.8. If the Tenderer complies with any of the exclusion grounds mentioned in Section 8.1 of the Regulations (except Section 8.1.2, 8.1.10 – 8.1.13 of the Regulations), the Tenderer indicates this fact in the Annex No 4 "Application" of the Regulations. 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, Paragraph 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

⁷See <http://europass.cedefop.europa.eu/resources/european-language-levels-cefr>

member thereof. To fill in the ESPD the Tenderer shall use the "ESPD.xml" file on 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 a 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 a 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 Contract, in order to comply with the selection requirements for the Tenderer relating to the economic and financial standing and technical and professional ability (including regarding the qualification requirements for the company and team of experts), the Tenderer may rely upon the capabilities 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 upon whose capabilities it relies on to certify the qualification requirements by filling in the table which is attached as Annex No 14, fills necessary information in E-Tenders system and proves to the Contracting Authority that the Tenderer shall have available all the necessary resources for the fulfilment of the Contract.
 - 9.1.2. If the Tenderer relies on the capacities of other persons to certify the qualification requirements pertaining to their technical and professional capacity or financial and economic capacity, the Tenderer must additionally submit document (e.g. statement, confirmation or agreement on cooperation and/or passing of resources to the Tenderer between such persons and the Tenderer, or letter of intention to enter in such agreement, or any other similar document) signed by the persons on whose capacity the Tenderer relies upon and the Tenderer, specifying that:
 - a) the person in question will have the necessary resources that the Tenderer relied upon submitting the proposal, and
 - b) that these resources will be available to the Tenderer throughout the duration of the contract, and that the party in question will provided the Tenderer with the resources necessary to perform the contract (indicating the specific work that will be performed during the contract), if it is awarded to the Tenderer.
 - 9.1.3. If the Tenderer relies on the capacities of a person, which is partially owned by the Tenderer, or which partially owns the Tenderer, such a party must also submit the document specified in this Section.
 - 9.1.4. If the person that signs the respective document does not have the right of representation (in accordance with the information of the Latvian Register of Enterprises or, if the Tenderer or the party in question is registered abroad, in accordance with the document issued by the competent official body of the country in question), the proposal must be provided with a document that confirms that this person is authorized to sign the respective document.
 - 9.1.5. Documents on cooperation and passing of resources must be enough to prove to the Contracting Authority that the Tenderer will have the ability to fulfil the Contract, as well as that during the validity of the Contract the Tenderer will in fact use the resources of such person upon whose capabilities the Tenderer relies.
 - 9.1.6. The Contracting Authority shall require establishing joint and several liability for the execution of the Contract (i.e., for the winning Tenderer) between the members of

a partnership (if the Tenderer is a partnership) on whose financial and economic capabilities the partnership is relying and who will be financially and economically responsible for the fulfilment of the Contract, or between the Tenderer and any other person on whose financial and economic capabilities the Tenderer is relying to meet requirements regarding financial and economic standing defined in Regulations who will be financially and economically responsible for the fulfilment of the Contract.

- 9.2. The Contracting Authority shall evaluate the person, on whose capabilities the Tenderer to whom the rights to conclude the Contract should be assigned is relying. In case such person will comply with any of the exclusion grounds which are mentioned in Sections 8.1.1. to 8.1.9. and 8.1.13. of the Regulations the Contracting Authority shall request the 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 Tenderer, the Contracting Authority shall exclude such Tenderer from further participation in the open competition.

10. SUBCONTRACTING

- 10.1. For the fulfilment of the Contract the Tenderer may involve sub-contractors. In this case the Tenderer indicates in the Proposal all sub-contractors by filling in the table which is attached as Annex No 15, fills necessary information in E-Tenders system 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 document (statement, confirmation or agreement on cooperation and/or passing of resources to the Tenderer between such sub-contractors and the Tenderer or letter of intention to enter in such agreement or any other similar document).** The documents named before 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.
- 10.2. The Contracting Authority shall evaluate the sub-contractor whose share of services is equal to or exceeds 10% of the Contract price of the Tenderer to whom the rights to conclude the Contract should be assigned according to Sections 8.1.2. to 8.1.9. and Sections 8.1.13. of the Regulations. In case sub-contractor whose share of services is equal to or exceeds 10% of the Contract price, will comply with any of the exclusion grounds, the Contracting Authority shall request Tenderer to change such sub-contractor. If the Tenderer shall not submit documents about another sub-contractor 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 open competition.
- 10.3. Contracting Authority reserves the right to request the Tenderer to identify all the sub-contractors involved in delivery of services irrespective of the amount of participation in the provision of services upon signing the Contract.

11. TECHNICAL PROPOSAL

- 11.1. The Technical Proposal shall be prepared in accordance with the form specified in Annex No 6 „Health insurance for RB Rail AS employees in Estonia“, Annex No 7 „Health insurance for RB Rail AS employees in Lithuania“ and Annex No 8 „Health insurance for RB Rail AS employees in Latvia“ to the Regulations, observing the requirements of the Contracting Authority included in the Technical specification and the Regulations.
- 11.2. The Tenderer additionally adds to the Technical Proposal **for the Part No 3 „Health insurance for RB Rail AS employees in Latvia“** the following:
- 11.2.1. Description of the basic programme of health insurance, including special programme conditions, list of unpaid services, as well as other exceptions or limitations for each insurance programme;
- 11.2.2. Descriptions of additional programmes, including special programme conditions, lists of unpaid services, as well as other exceptions or limitations for each insurance programme;

- 11.2.3. Terms of health insurance and procedures for the receipt of compensation;
- 11.2.4. Terms of administration of the contract and procedures for making changes to the list of insured persons.
- 11.3. The Tenderer shall prepare the Technical proposal for the entire volume of the procurement subject-matter (for the entire volume of the part of procurement subject in which Tenderer is taking part of).
- 11.4. The Tenderer must indicate and include in the Technical proposal information confirming that the Tenderer understands and undertakes to comply with each of requirement specified in the Technical Specification.
- 11.5. The Tenderer is not entitled to interpret, amend or narrow the minimum requirements of the Contracting Authority specified in the Technical Specification including to make changes in the structure of the procurement forms published in the e-tender subsystem of the Electronic Procurement System.

12. FINANCIAL PROPOSAL

- 12.1. The Financial proposal shall be submitted as a part of Annex No 9 „Health insurance for RB Rail AS employees in Estonia“, Annex No 10 „Health insurance for RB Rail AS employees in Lithuania“ and Annex No 11 „Health insurance for RB Rail AS employees in Latvia“.
- 12.2. The proposed price shall be determined in euro without value added tax (hereinafter – VAT).
- 12.3. The proposed prices must be calculated and indicated with an accuracy of 2 (two) decimal places after comma. If more than 2 (two) decimal places after comma are indicated, then only the first two decimal places will be taken into account.
- 12.4. The proposed contract price shall include all taxes, fees and payments, and all costs related to the fulfilment of the specific work that can be reasonably estimated, except VAT.
- 12.5. The prices are fixed for all the term of the fulfilment of the Contract and are not recalculated, except in cases stipulated in the Contract (if any).
- 12.6. If the Tenderer indicates the offered contract price in 0,00 EUR for any of the offered services in the Financial proposal, the Tenderer must provide detailed explanation of the essential conditions of the proposal (services costs, particularly favorable service conditions, service characteristics and originality, opportunities to receive business support) available to cover the specified service costs.

13. CONTENTS AND FORM OF THE PROPOSAL

- 13.1. Proposal must be submitted electronically on 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;
 - 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 open 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 in Section 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/Organizer/62182>) in a Microsoft Office 2010 (or later) format and attached to the Procurement;

- 13.2.2. Upon submission, the Tenderer signs the Proposal with a secure electronic signature and a time seal or with electronic signature provided by Electronic Procurement System. The Tenderer can use a certified electronic signature⁸ and valid time seal and sign Application form, Description of the Tenderer's experience, Technical proposal, Financial proposal and other documents separately. The Proposal (its parts, if signed separately) is signed by an authorised person, including its authorisation document (e.g. power of attorney) *expressis verbis* stating the authorisations to sign, submit and otherwise manage the documents.
- 13.3. Documents to be included in the Proposal:
 - 13.3.1. Application in accordance with Annex No 4;
 - 13.3.2. Technical Proposal in accordance with Annex No 6 and/or Annex No 7 and/or Annex No 8;
 - 13.3.3. Financial proposal in accordance with Annex No 9 and/or Annex No 10 and/or Annex No 11;
 - 13.3.4. Information and documents confirming Tenderers financial standing (prepared in accordance with requirements set in Section 8.3. and Annex No 5) or the corresponding ESPD;
 - 13.3.5. Information and documents confirming Tenderers experience (prepared in accordance with requirements set in Section 8.4.1.1. and/or Section 8.4.2.1. and/or Section 8.4.3.1. of Regulation and Annex No 12) or the corresponding ESPD;
 - 13.3.6. Information about the Contract Manager (prepared in accordance with requirements set in Section 8.4.1.3. and/or 8.4.2.3. and/or 8.4.3.3. of Regulation and Annex No 13) or the corresponding ESPD;
 - 13.3.7. Information and documents related to persons on whose capabilities the Tenderer relies to certify its compliance with qualification requirements (prepared in accordance with requirements set in Section 9 and Annex No 14) and signed cooperation agreement (letter of intention or any other similar documents) or the corresponding ESPD;
 - 13.3.8. Information and documents related to subcontractors (prepared in accordance with requirements set in Section 10 and Annex No 15) and signed cooperation agreement (letter of intention or any other similar documents) 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 the 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/Organizer/62182>.

⁸ Issued by organisation, which is included in the Trusted list according to the Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC.

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

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 Section 14.1. 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 THE PROPOSAL

- 15.1. The Proposal (documents referred to in the Section 13 of the Regulations) shall be submitted electronically using the E-Tenders system available at <https://www.eis.gov.lv/EKEIS/Supplier/Organizer/62182> by:

18 October 2021 till 11:00 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 through 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 18 October 2021 starting at 11:00 (Riga 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 evaluates received Proposals in a closed session.
- 17.2. 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.
- 17.3. 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.

18. VERIFICATION OF TECHNICAL PROPOSAL

- 18.1. The Procurement commission verifies whether the submitted Technical proposals comply with the requirements stipulated in the Section 11 of the Regulations and selects for further evaluation the compliant Technical proposals only.

19. VERIFICATION OF FINANCIAL PROPOSAL

- 19.1. The Procurement Commission verifies whether Tenderers have completed Annex No 9 "Financial proposal for the Part No 1" and/or Annex No 10 "Financial proposal for the Part No 2" and/or Annex No 11 "Financial proposal for the Part No 3" in accordance with the requirements stipulated in Section 12 of Regulations.

- 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. The Procurement Commission shall act in accordance with Article 53 of Public Procurement Law of Republic of Latvia to verify an abnormally low Proposal.
- 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, the 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 in order to ascertain the objectivity of the Financial Proposal and whether an abnormally low Proposal has been submitted.
- 19.6. The Procurement Commission further evaluates the compliant Proposals which have not been declared as abnormally low proposals and selects for further evaluation only the compliant proposals.

20. CONTRACT AWARD CRITERIA

20.1. **Contract award criteria (refers to the Part No 1 "Health insurance for RB Rail AS employees in Estonia").**

20.1.1. The Proposal **selection criterion** is the most **economically advantageous proposal**, according to the evaluation methodology described in this Section below.

20.1.2. **The economically most advantageous proposal shall be the Proposal which will receive the highest sum of scores for both criteria C1 and C2 in total:**

Criteria:		Share:
C1	Insurance policy price (premium) (Financial proposal (Annex No 9))	70 points
C2	Dental treatment sum insured (Technical proposal (Annex No 6) position No 3.7.)	30 points
Total :		100 points

20.1.3. In criterion C1 **"Insurance policy price (premium) (Financial proposal (Annex No 9))"** the Tenderer with the lowest price will be awarded with the maximum number of points (70), but for other Tenderers the points will be calculated proportionally to the Tender with the lowest price using the following formula:

$$N = \frac{X_s}{X_p} * X_h, \text{ where:}$$

N - points awarded to the Tenderer;

X_s - the Tender with the lowest price of all the Tenders;

X_p - price of the Tender submitted by a particular Tenderer

X_h - maximum points for criterion C1.

20.1.4. In criterion C2 **"Dental treatment sum insured (Technical proposal (Annex No 6) position No 3.7.)"** the Tenderer with the highest sum insured for dental treatment will be awarded with the maximum number of points (30), but for other Tenderers the points will be calculated proportionally to the Tender with the highest sum insured for dental treatment using the following formula:

$$N = \frac{X_s}{X_p} * X_h, \text{ where:}$$

N - points awarded to the Tenderer;

X_s - dental treatment sum insured of the Tender submitted by a particular Tenderer;

X_p - the highest sum insured for dental treatment limit of all tenders;

X_h - maximum points for criterion C2.

20.1.5. **Procurement commission shall sum up the points obtained by each Tenderer and the Contract shall be awarded to the Tenderer whose Proposal obtains the highest score for both criteria C1 and C2 together.**

20.1.6. The accuracy of number of points obtained in Criterion C1 and C2 is two decimal places. The third decimal place is considered when rounding the points – respectively, if its value is from 5 to 9, the second decimal place is rounded up.

20.1.7. In case several Tenderers will obtain equal number of points, Procurement commission shall award the right to conclude the contract to the Tenderer which will obtain higher score for criterion C1 “Insurance policy price (premium) (Financial proposal (Annex No 9))”. If also this score will be equal, Procurement commission will invite representatives of those 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 present.

20.2. **Contract award criteria (refers to the Part No 2 “Health insurance for RB Rail AS employees in Lithuania”).**

20.2.1. The Proposal **selection criterion** is the most **economically advantageous proposal**, according to the evaluation methodology described in this Section below.

20.2.2. The most economically advantageous proposal shall be the Proposal which will be selected **on the basis of value for money - the Tenderer who has submitted the highest insured sum for “Dentistry” (Technical Proposal (Annex No 7) position No 2.3.6.) per person** will be recognized as the Tenderer submitted the most economically advantageous proposal.

20.2.3. In case several Tenderers will obtain equal number of points, Procurement commission shall award the right to conclude the contract to the Tenderer which will obtain higher sum insured for Technical proposal (Annex No 7) position No 2.3.4. “Vitamins, food supplements, medicines, medical aids”. If also this score will be equal, Procurement commission will invite representatives of those 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 present.

20.3. **Contract award criteria (refers to the Part No 3 “Health insurance for RB Rail AS employees in Latvia”).**

20.3.1. The Proposal **selection criterion** is the most **economically advantageous proposal**, according to the evaluation methodology described in this Section below.

20.3.2. **The most economically advantageous proposal shall be the Proposal which will receive the highest sum of scores according to the formula: $S=A+B+C+D+E+F+G+H+I$, for all following criteria (A, B, C, D, E, F, G, H, I) in total in accordance with the maximum points to be obtained:**

Designation	Proposal assessment criteria for the basic programme	Calculation	Maximum score of the criterion			
A	Financial Proposal (Annex No 11) Insurance policy price (premium) for the basic programme per person (maximum amount EUR 426.00).	<table><tr><td>Lowest price</td><td rowspan="2">x6</td></tr><tr><td>Particular price</td></tr></table>	Lowest price	x6	Particular price	A = 6
Lowest price	x6					
Particular price						

B	Technical Proposal (Annex No 8) position No 4.1.1. Consultations of physicians - specialists, including paid general practice physician, internist, surgeon, neurologist, urologist, oncologist, phlebologist, infectologist, traumatologist, orthopaedist, gynaecologist, endocrinologist, cardiologist, rheumatologist, nephrologist, gastroenterologist, proctologist, pulmonologist, allergist, immunologist, otolaryngologist, ophthalmologist, haematologist, occupational physician, dermatologist etc. First and recurring consultations: not less than EUR 35 (thirty-five euros). Maximum amount for assessment: 50 euros.	<table><tr><td>Particular limit</td><td rowspan="2">x 15</td></tr><tr><td>Highest proposed limit</td></tr></table>	Particular limit	x 15	Highest proposed limit	B = 15			
Particular limit	x 15								
Highest proposed limit									
C	Technical Proposal (Annex No 8) position No 4.1.2 Medical staff's home visit, including transport costs, in the amount of not less than EUR 35 (thirty-five euros). Maximum amount for assessment: 50% of the total amount submitted by the Tenderer for the physicians-specialists (2.11.1) and diagnostic investigations (2.11.10). Technical Proposal (Annex No 8) position No 4.1.3 Payment for the consultation of a professor, associate professor and specialist of the highest qualification in the amount of not less than EUR 45 (forty-five euros). Maximum amount for assessment: 50% of the total amount submitted by the Tenderer for the physicians-specialists (2.11.1) and diagnostic investigations (2.11.10).	<table><tr><td>Particular limit</td><td rowspan="2">x 3</td></tr><tr><td>Highest proposed limit</td></tr></table> + <table><tr><td>Particular limit</td><td rowspan="2">x 3</td></tr><tr><td>Highest proposed limit</td></tr></table>	Particular limit	x 3	Highest proposed limit	Particular limit	x 3	Highest proposed limit	C = 3+3=6
Particular limit	x 3								
Highest proposed limit									
Particular limit	x 3								
Highest proposed limit									
D	Technical Proposal (Annex No 8) position No 4.2.1 Medical procedures and therapeutic manipulations, including injections, infusions, blockings, dressings, punctures, manipulations of surgical, gynaecological, urological, ophthalmological, and dermatological nature, LOR manipulations etc., payment for services in the amount of not less than EUR 25 (twenty-five euros) per manipulation. Maximum amount for assessment: limit set for the consultation of a professor, associate professor and specialist of the highest qualification, submitted by the Tenderer (2.11.3).	<table><tr><td>Particular limit</td><td rowspan="2">x 5</td></tr><tr><td>Highest proposed limit</td></tr></table>	Particular limit	x 5	Highest proposed limit	D = 5			
Particular limit	x 5								
Highest proposed limit									
E	Technical Proposal (Annex No 8) position No 4.2.3. diagnostic (instrumental) investigations, including X-ray diagnostics of organs and body parts, rtg investigation in several planes, digital fluorography, mammography, sonoscopy and dopplerography, examination of blood vessels,								

	ultrasonography of various parts of body and organs – abdominal cavity organs, joints, prostate, lymphatic glands etc., non-invasive heart investigations, electrical cardiogram, echocardiography, Holter monitoring, veloergometry, etc., breathing test, audiography, bronchoscopy, cystoscopy, electroencephalogram, electromyography and other investigations. Payment for one diagnostic investigation in the amount of not less than EUR 50 (fifty euros). Maximum service amount for assessment: EUR 100 (one hundred euros). Technical Proposal (Annex No 8) position No 4.2.4. Gastroscopy and colonoscopy, computer tomography, magnetic resonance imaging, scintigraphy and other investigations using expensive technologies, with and without a marker, limit of at least EUR 250 (two hundred and fifty euros) per investigation. Maximum service amount for assessment: EUR 350 (three hundred and fifty euros).	<table><tr><td>Particular limit</td><td rowspan="2">x 14</td></tr><tr><td>Highest proposed limit</td></tr></table> + <table><tr><td>Particular limit</td><td rowspan="2">x 14</td></tr><tr><td>Highest proposed limit</td></tr></table>	Particular limit	x 14	Highest proposed limit	Particular limit	x 14	Highest proposed limit	E = 14 + 14 = 28
Particular limit	x 14								
Highest proposed limit									
Particular limit	x 14								
Highest proposed limit									
F	Technical Proposal (Annex No 8) position No 4.2.6. Paid inpatient care. Minimum insurance amount for an insurance event related to inpatient care: EUR 900 (nine hundred euros). Maximum service amount for assessment: EUR 2 000 (two thousand euros).	<table><tr><td>Particular limit</td><td rowspan="2">x 10</td></tr><tr><td>Highest proposed limit</td></tr></table>	Particular limit	x 10	Highest proposed limit	F = 10			
Particular limit	x 10								
Highest proposed limit									
G	Technical Proposal (Annex No 8) position No 4.2.13. Dentistry and oral cavity hygiene services for the payment of 70%, with the limit of EUR 250 (two hundred and fifty euros) per year.	<table><tr><td>Particular limit</td><td rowspan="2">x 12</td></tr><tr><td>Highest proposed limit</td></tr></table>	Particular limit	x 12	Highest proposed limit	G = 12			
Particular limit	x 12								
Highest proposed limit									
H	Technical Proposal (Annex No 8) position No 4.2.18. Ambulatory rehabilitation with a referral of the attending physician, with the limit of EUR 150 (one hundred and fifty euros) per year (no limit determined for 1 time or number of times).	<table><tr><td>Particular limit</td><td rowspan="2">x 12</td></tr><tr><td>Highest proposed limit</td></tr></table>	Particular limit	x 12	Highest proposed limit	H = 12			
Particular limit	x 12								
Highest proposed limit									
I	Technical Proposal (Annex No 8) position No 4.2.23. Services additionally included by the Tenderer: a) paid (inpatient and outpatient) oncology treatment EUR 200 (two hundred euros) b) paid outpatient care of pregnant women c) 2 paid consultations of psychotherapist/psychologist.	a = 2 b = 2 c = 2	I = a + b + c						
	TOTAL:		100 points						

20.3.3. Procurement commission shall sum up the points obtained by each Tenderer and the Contract shall be awarded to the Tenderer whose Proposal obtains the highest score (S) according to the proposal assessment table (Section 20.3.2.) for all criteria (A, B, C, D, E, F, G, H, I) together.

- 20.3.4. The accuracy of number of points obtained in criteria (A, B, C, D, E, F, G, H, I) is two decimal places. The third decimal place is considered when rounding the points – respectively, if its value is from 5 to 9, the second decimal place is rounded up.
- 20.3.5. In case several Tenderers will obtain equal number of points, Procurement commission shall award the right to conclude the contract to the Tenderer which will obtain higher score for criterion B “Tenderer’s price list for consultations of physicians-specialists”. If also this score will be equal, Procurement commission will invite representatives of those 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 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, the Procurement Commission performs a check regarding the existence of grounds for exclusion of Tenderers for Tenderers, members of a partnership (if the Tenderer is a partnership), persons on whose capabilities the Tenderer is relying to certify its compliance with qualification requirements (hereinafter – a person on whose capabilities the Tenderer is relying) and subcontractors whose share of work is equal to or exceeds 10% of the Contract value.
- 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 work is equal to or exceeds 10% of the Contract price or a person on whose capabilities the Tenderer is relying have tax debts, including state mandatory insurance contributions debts, the total sum of which exceeds 150 euro, the Procurement Commission informs the Tenderer and sets a deadline – 10 days from the day of issuing or receiving information – for the submission of a certificate evidencing absence of tax debt or decision to prolong the deadline or postpone payment of the tax, an agreement on payment of the tax or other objective evidence proving absence of a tax debt.
- 21.3. If the Tenderer fails to submit required evidence about itself within the set deadline, the Procurement Commission excludes the Tenderer from participation in the open competition.
- 21.4. Change of persons upon whose capabilities the Tenderer is relying or subcontractors whose share of work is equal to or exceeds 10% of the Contract price is performed in accordance with Sections 9.2. and 10.2. respectively.
- 21.5. In the event the Tenderer or partnership member (if the Tenderer is a partnership) fails to comply with requirements stipulated in Section 8.1. and has indicated this in the Proposal, upon request by the Procurement Commission 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 open competition. If the measures taken are insufficient, the Procurement Commission makes the decision to exclude the Tenderer from further participation in the open competition procedure. If the Tenderer, within the indicated time, does not submit the requested information, the Procurement Commission excludes the Tenderer from participation in the open competition.
- 22. DECISION MAKING, ANNOUNCEMENT OF RESULTS AND ENTERING INTO A CONTRACT**
- 22.1. The Procurement Commission selects the Tenderers in accordance with the set selection criteria for Tenderers, verifies the compliance of the Proposals with the requirements

stipulated in the Regulations and chooses the Proposal in each part of the subject-matter of procurement in accordance with the contract award criteria as described in Section 20. The Tenderer whose Proposal will receive the best score shall be selected.

- 22.2. Within 3 (three) Business days from the date of decision about the open competition results the Procurement Commission informs all the Tenderers about the decision made by sending the information by post or electronically and keeping the evidence of the date and mode of sending the information. The Procurement Commission announces the name of the chosen 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 chosen 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 the Tenderer selection requirements, the Procurement Commission prepares and includes in the open competition procedure report 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, it makes the decision to terminate the public procurement procedure.
- 22.4. If the public procurement procedure is terminated, the Procurement Commission within 3 (three) Business days simultaneously informs all Tenderers about all the reasons because of which the open competition procedure is terminated and informs about the deadline within which a Tenderer may submit an application regarding the violations of the public procurement procedure to the Procurement Monitoring Bureau.
- 22.5. The Procurement Commission, when informing of the results, has the right not to disclose specific 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) Business days from day when the decision about the results of the open competition is taken, the Procurement Commission prepares a report on the open competition procedure and publishes it on the E-procurement system's webpage <https://www.eis.gov.lv/EKEIS/Supplier> and on Contracting Authority's webpage <http://www.railbaltica.org/tenders/>.
- 22.7. **The selected Tenderer upon receiving the notification from Procurement Commission must:**
 - 22.7.1. within 5 (five) Business days submit cooperation or partnership agreement if required pursuant to requirements under Section 7.1.2. (a);
 - 22.7.2. within 10 (ten) Business days from receiving the invitation to sign the Contract, to sign the Contract.
- 22.8. The Contract is concluded based on the Tenderer's Proposal and in accordance with Annex 16 "Draft contract (for the Part No 1 and/or Part no 2 and/or Part No 3)."
- 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 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 contractor 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 the Procurement Commission is entitled to terminate this open competition without selecting any Proposal, or to select the Proposal with the next best score. 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 take a decision to terminate the open competition 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 open competition without selecting any Proposal.

ANNEXES:

1. Technical specification for Part No 1 "Health insurance for RB Rail AS employees in Estonia";
2. Technical specification for Part No 2 "Health insurance for RB Rail AS employees in Lithuania";
3. Technical specification for Part No 2 "Health insurance for RB Rail AS employees in Latvia";
4. Application (for the Part No 1 and/or Part No 2 and/or Part No 3);
5. Confirmation of the tenderer financial standing (for the Part No 1 and/or Part No 2 and/or Part No 3);
6. Technical proposal for the Part No 1;
7. Technical proposal for the Part No 2;
8. Technical proposal for the Part No 3;
9. Financial proposal for the Part No 1;
10. Financial proposal for the Part No 2;
11. Financial proposal for the Part No 3;
12. Description of the tenderers experience (for the Part No 1 and/or Part No 2 and/or Part No 3);
13. Information about the Contract Manager (for the Part No 1 and/or Part No 2 and/or Part No 3);
14. A list of other entities on whose capacity Tenderer relies;
15. A list of the subcontractors;
16. Draft contract (for the Part No 1 and/or Part no 2 and/or Part No 3).

Procurement commission chairperson

Ž.Podniece

ANNEX NO 1. TECHNICAL SPECIFICATION

TECHNICAL SPECIFICATION

“Health insurance policies for RB Rail AS employees”

(ID NO RBR 2021/20)

PART NO 1 “Health insurance policies for RB Rail AS employees in Estonia”

1. General introduction

1.1. **Area of validity:** Estonia

1.2. **Approximately number of insured employees:** Preliminary number of Insured – 55; expected number in 2023 – 70. The Contracting authority does not undertake to purchase the total amount of preliminary insurance services specified in this clause, but may exceed it.

1.3. **Sum insured per employee during insurance period in total:** 4 770 EUR

1.4. **Maximum annual premium per employee:** 400 EUR

2. Insurance cover

2.1. **Insurance cover must include at least following risks.**

	Sum insured	Deductible
Outpatient medical services	2000 €	10%
Occupational health examination	100 €	NIL
Vaccination	70 €	10%
Inpatient medical services	2000 €	10%
Preventive health checks	150 €	20%
Outpatient rehabilitation	200 €	10%
Dental treatment ⁹	250 €	20%

3. Content of risks insured

3.1. Outpatient medical services:

- Appointment and consultation fees of the health care provider;
- Medically indicated analyses, tests, examinations and procedures based on the physician's prescription;
- Psychiatric and psychological counselling services; Medical examination for issuing medical documentation (driving licence, for educational institution etc);
- Home visits, medical services provided during visits (including transport services);
- Telemedicine services;
- Day care services in hospital up to 24 hours;
- Removal of birthmarks and skin lesions when cause is medical not cosmetic;
- Sublimit does not apply to specific diagnostics (X-Ray, MRT, tomograph, laser procedures etc);

⁹ The final sum insured for dental treatment is provided in the technical proposal but must not be lower than 250€.

- Chronic diseases or traumas diagnosed before the insurance contract entered into force are not excluded.

3.2. Occupational health examination:

- Expenses of the mandatory health check arising from law.

3.3. Vaccination:

- Vaccinations given during the insurance period;
- List of vaccines is not limited.

3.4. Inpatient medical services:

- Medically indicated hospital treatment, including planned and emergency operations, inpatient fees, analyses, examinations, prescribed medicines, fee for paid ward up to sum insured. The number of stays is not limited;
- Chronic diseases or traumas diagnosed before the insurance contract entered into force are not excluded;

3.5. Preventive health checks:

- Health tests without medical indication and/or physician's referral: packages of health audit, sports physician's consultations, physical stress tests, allergy tests, food intolerance tests, nutritionist's consultation fees and menu planning, physiotherapy, chiropractor and massage services, laboratory analyses etc.

3.6. Outpatient rehabilitation:

- Rehabilitation referred by physician (e.g. occupational health physician, case history): cost of rehabilitation consultation, physiotherapy, therapeutic exercises, mud treatment, treatment massage, hydrotherapy, manual therapy, chiropractic, osteopathic services, electrotherapy, occupational therapy and speech therapy;
- Necessary assistive devices following an accident (e.g. wheelchair, orthopaedic shoes and assistive devices, support equipment and hearing aid).

3.7. Dental treatment:

- Appointment fee, consultation, preparation of a treatment plan;
- Dental treatment and surgery (incl X-ray);
- Examinations necessary for diagnosing dental diseases and oral tissue diseases;
- Dental hygienist's services, e.g. removal of calculus, airflow cleaning, removal of dental plaque, polishing of dental filling;
- Cost of orthodontic treatment, implants and prosthetics.

4. General exclusions:

Policy Holder does not claim compensation for the following costs:

- Medical services provided by a person who does not have the respective right under the applicable legislation or if the person providing the services holds no respective professional licence;
- Services provided by using a methodology or technology, the use of which for treatment is not permitted in Estonia;
- Damages caused or influenced by the alcoholic, narcotic or other intoxication of the Insured;
- Damages related to treatment or diagnostics of addiction diseases (incl. drug addiction, alcoholism, etc.);
- Damage and cost related to treatment of sexually transmitted diseases (e.g. AIDS, HIV, chlamydia, gonorrhoea, syphilis, etc.), except for the costs up to the first diagnosis;
- Costs for manicure and pedicure (incl. therapeutic and treatment manicure), cosmetic and beauty services, health capsule services, photodynamic laser treatment, cosmetic and plastic surgery;

- Costs related to contraceptive devices and drugs, infertility diagnosis and treatment (incl. laparoscopic surgeries) or artificial insemination;
- Costs related to pregnancy and childbirth;
- Covid-tests for any reason;
- Cost of alternative and unconventional medicine services, incl. consultation, tests, diagnostics and medicines, such as acupuncture, reflexology, homoeopathy, aromatherapy, bioresonance diagnostics, ayurveda therapy, needle therapy, naturopathy;
- Cost of sleep therapy or services related to sleep disorders, incl. consultation, treatment, diagnostics and medicines;
- Cost of a surgery to correct visual acuity, bariatric surgery, varicose vein surgery, sclerotherapy, immunotherapy or barotherapy;
- Cost of food supplements, diet and special food;
- Cost of teeth whitening and other dental treatment for cosmetological purposes;
- Costs for accommodation and meals at the SPA;
- Costs of glasses and contact lenses.

5. Principles of claims handling:

- In the event of a loss, the Insured must be able to receive information and instructions in Estonian and English by telephone and e-mail from the claims handling department during its working hours;
- Insured has right to choose medical provider according to their preferences;
- Occupational health examination costs will be reimbursed to Policy Holder;
- The Insured must be able to forward all documents electronically (mobile app, self-service bureau);
- The Insurer is obliged to pay indemnity for claims occurred during the insurance period within 3 months from the end of the insurance period.

6. Policy administration:

- Insured adding – insurance premium is calculated on the principle of proportionality: monthly premium is multiplied by the number of months remaining until the end of the policy;
- Insured excluding – refundable insurance premium is calculated on the principle of proportionality: monthly premium for each Insured is multiplied by the number of months remaining until the end of the policy. If the claims paid to the Insured exceed the premiums paid, payment will not be refunded;
- Set-off of insurance premiums takes place on an ongoing basis in accordance with the changes;
- Insured persons are entitled to insure their family members (spouse, cohabitee and their children up to 19 years) under the same conditions within 30 days from the start of insurance period. Premium will be paid by Insured in one instalment.

ANNEX NO 2. TECHNICAL SPECIFICATION**TECHNICAL SPECIFICATION****"Health insurance policies for RB Rail AS employees"****(ID NO RBR 2021/20)****PART NO 2 "Health insurance policies for RB Rail AS employees in Lithuania"****1. GENERAL PROVISIONS**

- 1.1. RB Rail AS (hereinafter referred to as Contracting authority) intends to buy voluntary health insurance services for employees of RB Rail AS Lithuanian Branch.
- 1.2. Insurance services will be purchased for the Contracting authority's employees in Lithuania. Preliminary number of Insured - 50 employees (expected number in 2023 – 65). Contracting authority does not undertake to purchase the total amount of preliminary insurance services specified in this clause, but may exceed it.

2. INSURANCE SERVICE RATES

- 2.1. The Tenderer shall submit a proposal for services, the insurance premium for which does not exceed EUR **426.00** (four hundred and twenty-six euros) per employee for 2 (two) insurance periods, each for a term of 12 (twelve) calendar months, taking into account the preliminary number of Insured Persons (clause 1.2.).
- 2.2. Sums insured for the new added employees stays full.
- 2.3. In case of new inclusions, the insurance premium is calculated as follows:

Quarter of insurance contract (policy)	Percentage from annual insurance premium
I quarter	100% from annual insurance premium
II quarter	80% from annual insurance premium
III quarter	60% from annual insurance premium
IV quarter	40% from annual insurance premium

- 2.4. Policyholder undertakes to inform the Insured about the termination of his / her insurance coverage.

3. ADDITIONAL CONDITIONS OF SERVICES

- 3.1. In case of an insured event, the Insured may apply to any institution or company entitled to provide health care, pharmaceutical and optical services in accordance with the procedure established by the legal acts of the Republic of Lithuania.
- 3.2. If the Insured loses or damages a plastic health insurance card, the Insurer must issue a new one within 5 (five) working days from the date of submission of the application without any additional fee.
- 3.3. At the request of the Policyholder, the Insurer shall submit a report on the use of the Services (loss ratio) by the Insured at least 4 times (during the term of the contract) and at the end of insurance contract. The report shall be presented for each group of services (risks insured), annual adjusted total premium, and data on changes in the number of employees.

- 3.4. The Insured must notify the Insurer about the Insured Event during the term of the Contract. If the service was received in the last month of the contract, within 3 months from the date of termination of the contract.

4. INFORMATION ABOUT THE INSURED

- 4.1. Average age – 36* years;
4.2. Age range:

Up to 29 years	30 – 39 years	40 – 49 years	50 – 59 years	60 years or more
4* employees	19* employees	7* employees	1* employees	0* employees

* the data are variable - the data provided are for current employees; an increase in the number of employees is planned for the day of concluding the contract.

5. REQUIREMENTS FOR INSURANCE SERVICES

- 5.1. Insurance coverage is valid in the territory of the Republic of Lithuania.
5.2. Sums Insured applied to an employee is stated below.
5.3. Sum insured for „Dentistry“ is minimal and mandatory. Upon signing the contract it will be adjusted according to the amount indicated in the Proposal of the Tenderer who was selected and awarded contract.
5.4. The insurance program, sums insured and coverage are presented in the table below. The non-reimbursable part is considered as deduction and is paid by the Insured himself.

Eil. Nr.	Risk Insured*	Sum Insured required / coverage
		I option
1.	Outpatient health care, <i>day-surgery, day-stationary**</i>	2000 EUR*** / 100 %
2.	Inpatient treatment in public hospitals	2000 EUR / 100 %
3.	Prophylaxis, vaccination, pregnancy care	100 EUR / 100 %
4.	Vitamins, food supplements, medicines, medical aids	50 EUR / 100 %
5.	Dentistry	Tenderers proposed sum insured, EUR* (Required minimum sum insured 70 EUR) / 80 %
6.	All medical services	50 EUR / 100 %
	Maximum annual premium per person	426 Eur

* This description provides the necessary and mandatory insurance services for the Risks Insured stated in paragraph 6. In case standard Insurance rules of the winning Supplier provides a wider description of risks Insured, extensions would apply to this contract also.

**Tenderer may offer to pay for day surgery and day stationary services in private and state personal health care institutions from the limit of the sum insured - inpatient treatment.

*** Tenderer may offer a limit higher than EUR 2000, but it will not be evaluated additionally

- 5.5. Health insurance must enable the Insured to purchase goods and / or services in all institutions - partners that have cooperation agreements with the Tenderer (Insurer), when paid for by the Tenderer (Insurer).

6. DESCRIPTION OF INSURED EVENTS

- 6.1. **Outpatient health care.** Insurer shall compensate the costs from private and public health care institutions for services provided to the Insured due to acute illness, chronic illness, exacerbation of chronic illness and / or accident. Services included:

- 6.1.1. Consultations and services provided by family doctor or medical/doctor specialists, nurses, diagnostic (laboratory and instrumental) examinations prescribed by a doctor in health care institutions and / or home visits, in case of medical indications appears.
- 6.1.2. Outpatient treatment services are reimbursed if the Insured has filed a complaint, even if the illness has not been diagnosed or has not been confirmed by medically justified examinations by a doctor.
- 6.1.3. Expenses are reimbursed for additional changes in the Insured's health or other illnesses diagnosed by a doctor during the consultation, which are not related to the original reason for the Insured's application.
- 6.1.4. Monitoring of the diagnosed disease, postoperative condition, as well as the condition of the chronic disease, which is performed by a specialist doctor at regular intervals, prescribing examinations, treatment and recommendations as necessary.
- 6.1.5. On-line consultations.
- 6.1.6. Referral to specialist doctors is not necessary.
- 6.1.7. Referral to specialist researchers (ultrasound scanner, clinical physiologist, radiologist, etc.) is necessary.
- 6.1.8. Diagnosis and treatment (including laser treatment) of warts, moles, papillomas, condylomas, keratomas, molluscs, benign skin structures, vascular structures, if this is not aesthetic-cosmetic treatment.
- 6.1.9. Diagnosis and treatment of non-malignant tumors (including laser treatment).
- 6.1.10. Diagnosis and treatment of capillary diseases and varicose veins (including laser treatment, sclerotherapy) in case of medical indications.
- 6.1.11. Diagnosis and treatment of foot bones, ligaments, tendons, joints and muscles;
- 6.1.12. Diagnosis and treatment of chronic degenerative diseases.
- 6.1.13. Diagnosis and treatment of systemic and autoimmune diseases.
- 6.1.14. Allergen (including inhaled, food) tests.
- 6.1.15. Sex hormone tests.
- 6.1.16. Diagnosis and treatment of oncological diseases, regardless of the stage of the disease (also after diagnosis).
- 6.1.17. Therapeutic laser procedures, if it is not an aesthetic-cosmetic treatment.
- 6.1.18. Diagnosis of congenital diseases / anomalies and / or treatment of their complications
- 6.1.19. Psychotherapeutic treatment for up to 10 sessions during the insurance contract period, performed by a psychiatrist, psychiatrist - psychotherapist, medical psychologist - psychotherapist, medical psychologist. Medical documentation is not required to pay for the specified services.
- 6.1.20. Homeopath, dietician, dermatologist consultations.
- 6.1.21. Diagnosis and treatment of health problems caused by an epidemic or pandemic.
- 6.1.22. Diagnostic examinations, including computed tomography, magnetic resonance imaging, positron emission tomography, do not require prior coordination with the Insurer.
- 6.1.23. Outpatient services, including computed tomography, magnetic resonance imaging, positron emission tomography, are reimbursed independently from the possibility to get it in part reimbursed by the Compulsory Health Insurance Fund.
- 6.2. Day-surgery, day stationary.**- 6.2.1. Therapeutic and / or surgical profile services provided to the Insured in private and public health care institutions, which were necessary due to a health disorder (acute illness, chronic illness, exacerbation of a chronic illness and / or accident), in case of medical indications:
- 6.2.2. Day surgery services must be included in the annex to the order of the minister of Health of the Republic of Lithuania No. V-225 dated 11.02.2016 or later versions.
- 6.2.3. Services provided when the Insured is in a day stationary for up to 24 hours (if necessary up to 48 hours) without meals.
- 6.2.4. Medical aids, devices, including tissue substitutes, plates / screws / staples, implants, suture kits, prostheses (excluding endoprostheses) etc., prescribed by a doctor and used in a hospital.
- 6.2.5. Services are paid for independently, whether or not the institution has a contract with a territorial health insurance fund.

- 6.2.6. Services will be paid for if the medical institution has already used up the money allocated by the state health insurance funds for certain types of operations.
- 6.2.7. The number of day surgery and day hospital services is not limited.
- 6.2.8. Day hospital care services according to disease treatment profiles are specified in the Order of Minister of Health – 14.06.2017 annex V-730 or later versions.
- 6.2.9. Diagnosis and treatment (including laser treatment) of warts, moles, papillomas, condylomas, keratomas, molluscs, benign skin structures, vascular structures, if this is not aesthetic-cosmetic treatment.
- 6.2.10. Diagnosis and treatment of non-malignant tumors (including laser treatment).
- 6.2.11. Diagnosis and treatment of capillary diseases and varicose veins (including laser treatment, sclerotherapy) in case of medical indications.
- 6.2.12. Diagnosis and treatment of foot bones, ligaments, tendons, joints and muscles;
- 6.2.13. Diagnosis and treatment of oncological diseases, regardless of the stage of the disease (also after diagnosis).
- 6.2.14. Therapeutic laser procedures if it is not an aesthetic-cosmetic treatment.
- 6.2.15. Diagnosis of congenital diseases / anomalies and / or treatment of their complications.
- 6.2.16. Day hospital and day surgery services do not have to be agreed with the Insurer in advance
- 6.2.17. Prescribed mandatory diagnostics / examinations before a day stationary or day surgery services.
- 6.2.18. Diagnosis and treatment of health problems caused by an epidemic or pandemic.

6.3. Inpatient treatment in public hospitals

- 6.3.1. Reimbursement of medically justified services provided to the Insured due to acute illness, chronic illness, exacerbation of chronic illness and / or accident. Reimbursement of expenses in public medical institutions for:
 - 6.3.1.1. Therapeutic and surgical treatment.
 - 6.3.1.2. Research and consulting.
 - 6.3.1.3. Disposable instruments for treatment, medical aid, orthopedic techniques and nursing facilities.
 - 6.3.1.4. Nursing services.
 - 6.3.1.5. Comfort services (single or double ward, etc.).
 - 6.3.1.6. Applicable conditions 6.2.4. – 6.2.6., 6.2.9. – 6.2.15.
 - 6.3.1.7. Prescribed mandatory diagnostics / examinations before Inpatient treatment
- 6.3.2. Diagnosis and treatment of health problems caused by an epidemic or pandemic.

6.4. Prophylaxis, vaccination, pregnancy care. Reimbursable expenses due to:

- 6.4.1. Preventive health examinations.
- 6.4.2. Mandatory preventive health examinations.
- 6.4.3. At the request of the insured, selected examinations and consultations of doctors.
- 6.4.4. Vaccines chosen by the Insured or prescribed by a doctor and vaccination service.
- 6.4.5. Pregnancy and childbirth medical services provided during the term of insurance:
 - 6.4.5.1. pregnancy screenings, doctor's consultations, pregnancy monitoring tests
 - 6.4.5.2. diagnosis and treatment of pregnancy complications
 - 6.4.5.3. childbirth care;
 - 6.4.5.4. single or double ward during childbirth and after childbirth
- 6.4.6. Medical documentations are not required to reimburse the costs of these services.

6.5. Medicines, vitamins, food supplements, medical aids. Reimbursable costs for:

- 6.5.1. Medicines
- 6.5.2. Food supplements, vitamins
- 6.5.3. Medical aids, devices, orthopedic goods.
- 6.5.4. Expenses are reimbursed when goods are purchased at registered pharmacies (including online pharmacies), orthopedic stores (including online stores).
- 6.5.5. Doctors' prescriptions, extracts, etc. are not required.

6.6. Dentistry. Reimbursable costs for:

- 6.6.1. Oral hygiene services.

- 6.6.2. Dental treatment - endodontic, orthodontic, periodontal, surgical treatment of dental diseases, including aesthetic dental filling.
- 6.6.3. Dental prosthetics - orthodontic treatment, production of removable and non-removable dentures, implants, braces.
- 6.6.4. Grave for the treatment of bruxism. Medical documentation additionally must be submitted.
- 6.7. **All medical services.** Reimbursable services provided to the Insured in private and public health care institutions:
 - 6.7.1. Doctors' consultations, diagnostic tests.
 - 6.7.2. Day surgery, day hospital.
 - 6.7.3. Inpatient treatment.
 - 6.7.4. Nursing services.
 - 6.7.5. Rehabilitation treatment
 - 6.7.6. Prophylaxis, vaccination, pregnancy care (6.4. description).
 - 6.7.7. Medicines, vitamins, food supplements, medical aids (6.5. description), medical devices;
 - 6.7.8. Dentistry (6.6. description).
 - 6.7.9. Services provided to the Insured in health care institutions, rehabilitation centers and sanatoriums (institutions licensed for personal health care activities): massages (therapeutic-classical), physiotherapy procedures, physiotherapy procedures, manual therapy, occupational therapy, peloid therapy, water procedures (balneotherapy, mud baths), therapeutic showers, etc.)
Doctors' prescriptions, extracts, etc. are not required.

ANNEX NO 3. TECHNICAL SPECIFICATION**TECHNICAL SPECIFICATION****“Health insurance policies for RB Rail AS employees”****(ID NO RBR 2021/20)****PART NO 2 “Health insurance policies for RB Rail AS employees in Latvia”****1. TECHNICAL SPECIFICATION**

- 1.1. Insurance services will be purchased for the Contracting authority's employees in Latvia. Preliminary number of Insured - 145 employees (expected number in 2023 – 155). Contracting authority does not undertake to purchase the total amount of preliminary insurance services specified in this clause, but may exceed it.
- 1.2. The Tenderer shall submit a proposal for services, the insurance premium for which does not exceed EUR 426.00 (four hundred and twenty-six euros) annually per employee.
- 1.3. The Tenderer shall provide a plastic Health Insurance Card for every employee for the patient's fee and paid services (paid consultations, payments for paid laboratory and diagnostic investigations, payments for ambulatory rehabilitation and dentistry services). Receipt of services in medical institutions is also provided by presenting visualisation of the Insurance Card in a mobile smartphone application.
- 1.4. The Tenderer must provide a wide choice of contractual institutions, which provide receipt of the services included in the insurance coverage through the offered insurance programme by presenting a plastic digital card, making a 100% payment for the service and not making any settlements using the personal funds of the insured employees. The received services paid for using personal funds shall be paid in accordance with the compensation limits specified in the Tenderer's Technical Proposal.
- 2.7 According to the Client's requirements, the Tenderer must provide the following minimum coverage of the insurance programme:
- 2.8 Minimum requirements of the total insurance amount within the basic programme shall be at least EUR 5,000.00 (five thousand euros) per person per year without setting individual annual limits for paid outpatient and inpatient services. Basic programme shall include the patient's fee, paid outpatient and inpatient services.
- 2.9 No harmonisation with the tenderer is required prior to receipt of the outpatient services.
- 2.10 Patient's fees in the amount of 100% for outpatient and inpatient payments on the basis of the applicable Cabinet Regulations.
- 2.11 Services included in the paid outpatient services programme.
Paid outpatient services without a physician's referral:
- 2.11.1. Consultations of physicians - specialists, including paid general practice physician, internist, surgeon, neurologist, urologist, oncologist, phlebologist, infectologist, traumatologist, orthopaedist, gynaecologist, endocrinologist, cardiologist, rheumatologist, nephrologist, gastroenterologist, proctologist, pulmonologist, allergist, immunologist, otolaryngologist, ophthalmologist, haematologist, occupational physician, dermatologist etc. Payment for the first and recurrent consultations in the amount of not less than EUR 35 (thirty-five euros);
- 2.11.2. Medical staff's home visit, including transport costs, in the amount of not less than EUR 35 (thirty-five euros);
- 2.11.3. Payment for the consultation of a professor, associate professor and specialist of the highest qualification in the amount of not less than EUR 45 (forty-five euros);
- 2.11.4. Mandatory health examinations in accordance with Cabinet Regulation No. 219 “Procedures for the Performance of Mandatory Health Examinations” to the extent required for the performance of professional duties; 100% payment for the services;
- 2.11.5. Vaccination (flu, tick-borne encephalitis, hepatitis A, hepatitis B, combined hepatitis AB, pneumo vaccine etc.) – limits in the amount of EUR 70 (seventy euros) per year;
- 2.11.6. State and private emergency medical assistance;
- 2.11.7. Medical statements – for drivers, permit for carrying a weapon, registration of marriage.

With the referral of the general practice or attending physician:

- 2.11.8. Medical procedures and therapeutic manipulations, including injections, infusions, blockings, dressings, punctures, manipulations of surgical, gynaecological, urological, ophthalmological, and dermatological nature, LOR manipulations etc., payment for services in the amount of not less than EUR 25 (twenty-five *euros*) per manipulation;
- 2.11.9. Laboratory investigations of wide spectrum with a physician's referral – at least the following: liver tests and ferments (ALAT, ASAT, bilirubin-total, GGT, KFK – creatine kinase, LDH, lipase, alpha-amylase, pseudocholinesterase, alkaline phosphatase, alkaline phosphatase bone fraction, acid phosphatase, ceruloplasmin); allergy (IgE – total, eosinophilic leukocytes in nose secretion); electrolytes (natrium, potassium, chlorine, calcium, phosphorous, magnesium, lactate, CO₂ – bicarbonate); investigations of faeces (consistency, hidden blood, Enterobius verm. eggs, Entamoeba histolytica Ag, parasite eggs, protozoa cysts); glucose regulation (glucose, glucose in plasma, glucose in quantity/acetone in urine, Hb A1c, insulin, C peptide); haematology and anaemia diagnostics (full and partial blood pattern, clinical blood pattern, haemoglobin, haematocrit, erythrocytes, erythrocyte basophilic stippling, erythrocyte osmotic resistance, leucocytes, leucocyte formula, thrombocytes, reticulocytes, iron, ferritin, transferrin, folic acid, haptoglobin, vitamin B12, erythropoietin, blood pH, blood parasites, EGÄ); inflammatory markers, auto-antibodies (CRO, ASO, interleukin 6, interleukin 6 in sperm, complement factor C3, complement factor C4, RF, GBM IgG - antibodies to glomerular basal membrane); immune technology (rhesus, anti-erythrocyte antibodies, identification of anti-erythrocyte antibodies, titre of anti-erythrocyte antibodies, circulating immune complexes, indirect Coombs reaction, direct Coombs reaction); infection diagnostics (A gr. streptococcus Ag, Anti Rubella v. IgG, Anti Rubella v. IgM, rubeola virus IgG, rubeola virus IgM, tick-borne encephalitis virus IgM liquor, tick-borne encephalitis virus IgG, Anti HBs, Lyme borreliosis IgM, Lyme borreliosis IgG); cardiologic markers (high sensitivity troponin I, high sensitivity troponin T, high sensitivity CRO, creatine kinase MB fraction, myoglobin); coagulology (fibrinogen, APTL, D-dimers, prothrombin time, thrombin time, blood flowing time); investigations of sputum (acidoresistant bacteria in sputum, asthma elements in sputum, microscopic and bacterioscopic investigation of sputum); lipids (total cholesterol, high density cholesterol, low density cholesterol, triglycerides, apolipoprotein A1, apolipoprotein B, lipoprotein (a)); markers (PSA, free PSA, S-100 antigen, CEA, CA-125); protein (total protein, total protein, albumin, albumin/globulin, immune globulin A, immune globulin G, immune globulin M, M gradients); investigations of serous cavities (amylase, creatinine); change of nitrogen bodies (creatinine, creatinine clearance, urea, uric acid, ammonia); urine investigations (specific weight, clearness, colour, protein, protein 24 h, Zimnitsky test); examinations of urogenital material (cytological investigation of gynaecological material, swab analysis, prostate exprimate); thyroid gland hormones; other analyses and services (25-OH-Vit.D total (D3+D2), corticoid, corticoid in saliva, aldosterone, AKTH, cytology, histone antibodies, lysozyme, prostate biopsy, Demodex folliculorum, fungi microscopy, processing of the analysed material, sampling) etc.,
- 2.11.10. Diagnostic (instrumental) investigations, including X-ray diagnostics of organs and body parts, rtg investigation in several planes, digital fluorography, mammography, sonoscopy and dopplerography, examination of blood vessels, ultrasonography of various parts of body and organs – abdominal cavity organs, joints, prostate, lymphatic glands etc., non-invasive heart investigations, electrical cardiogram, echocardiography, Holter monitoring, veloergometry, etc., breathing test, audiography, bronchoscopy, cystoscopy, electroencephalogram, electromyography and other investigations. Payment per each diagnostic investigation: not less than EUR 50 (fifty *euros*);
- 2.11.11. Gastroscopy and colonoscopy, computer tomography, magnetic resonance imaging, scintigraphy and other investigations using expensive technologies, with and without the marker, limit of at least EUR 250 (two hundred and fifty *euros*) per investigation;
- 2.11.12. Physical therapy: 10 procedures for each case of illness.
- 2.12. Paid inpatient care. Minimum insurance amount for a case of inpatient care: EUR 900 (nine hundred *euros*). The following services are to be included in the programme:

- 2.12.1. Paid inpatient services, with a referral of the attending physician, without limits, at a treatment institution at the patient's choice and without applying the price list;
- 2.12.2. Treatment at a 24/7 or day inpatient hospital – diagnostics, consultations, manipulations;
- 2.12.3. Paid bed days;
- 2.12.4. Scheduled and emergency surgeries at 24/7 or day inpatient hospital;
- 2.12.5. Costs of paid medical surgeries, including spinal, neurosurgical, proctological (including thermal ablation technique), micro-surgical, endoprosthetic surgery, laser surgery, nasal septum surgery, medical eye surgery and other paid medical surgeries;
- 2.12.6. Treatment under increased service conditions.
- 2.13. Dentistry and oral cavity hygiene services for the payment of 70%, with the limit of EUR 250 (two hundred and fifty euros) per year:
 - 2.13.1. Emergency aid in the case of acute toothache;
 - 2.13.2. Stomatologist's consultations, RTG, CT, local anaesthesia;
 - 2.13.3. Therapeutic and surgical dentistry services;
 - 2.13.4. Dental hygiene services.
- 2.14. Ambulatory rehabilitation with a referral of the attending physician, with the limit of EUR 150 (one hundred and fifty euros) per year (no limit determined for 1 time or number of times):
 - 2.14.1. Medical massage procedures;
 - 2.14.2. Sludge applications or water procedures;
 - 2.14.3. Medical gymnastics classes;
 - 2.14.4. Consultations of physiotherapist, manual therapist or functional specialist, etc.;
 - 2.14.5. Taping etc.
- 3. **According to the requirements set by the Client, the Tenderer is obliged to guarantee the following:**
 - 3.1. Receipt of insurance services without a waiting period.
 - 3.2. Receipt of insurance compensation for healthcare services no later than within 5 (five) business days of submission of the required documents in accordance with the conditions of the insurance policy.
 - 3.3. Receipt of insurance compensation throughout the validity period of the policy, but no later than within 30 days after expiry of the policy by submitting personalised documents confirming the payment to the Tenderer, required medical documentation and other required information.
 - 3.4. Treatment of acute and chronic diseases and the exacerbation thereof, as well as sicknesses commenced prior to the beginning of the validity period of the policy.
 - 3.5. Possibility to receive medical services at a medical institution of the customer's choice without applying the list of ineligible medical institutions;
 - 3.6. Possibility for the Client to make amendments to the list of insured persons throughout the insurance period without determining the frequency of the changes:
 - 3.6.1. Changes in the calculation of the premium of the insured persons shall be subject to the proportionality principle
 - 3.6.2. Calculation of annulled premium shall exclude disbursed insurance compensation.

ANNEX NO 4: APPLICATION

APPLICATION
for participation in the open competition
"HEALTH INSURANCE POLICIES FOR RB RAIL AS EMPLOYEES"
(ID NO. RBR 2021/20)

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	
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 open competition "Health insurance policies for RB Rail AS employees" No RBR 2021/20, in a¹⁰:

Part No 1 "Health insurance policies for RB Rail AS employees in Estonia" ☐

Part No 2 "Health insurance policies for RB Rail AS employees in Lithuania" ☐

Part No 3 "Health insurance policies for RB Rail AS employees in Latvia" ☐

2. Confirms that, if the Tenderer will be awarded the Contract, Tenderer will provide the services in accordance with the requirements of the Annex No 1 "Technical specification for Part No 1" and/or Annex No 2 „Technical specification for Part No 2" and/or Annex No 3 „Technical specification for Part No 3".
3. Confirms that Regulations is clear and understandable, that it does not have any objections and complaints and that in the case of granting the right to enter into a Contract it shall fulfil all conditions of the Regulations as well as enter into a Contract in accordance with the Draft

¹⁰ Please indicate by ticking relevant box/-es in which the Tenderer takes participation.

contract enclosed with the Regulations (Annex No 16 „Draft contract for the Part No 1 and/or Part No 2 and/or Part No 3”).

4. Confirms that in the preparation and submission of its Proposal, Tenderer has fully considered all the clarifications issued by the Contracting authority;
5. Agrees that the Contracting authority reserves itself the right to reject any or all Proposals and cancel the Procurement before entry into Contract on the grounds specified in the Regulations or the law.
6. Guarantees that all information and documents provided are true.
7. **Confirms¹¹ that meets the criteria of (please indicate by ticking relevant box):**
☐ a small ☐ medium ☐ other

sized enterprise¹² as defined in the Article 2 of the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprise.¹³

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

Name, Surname and position of the representative of Tenderer

Address: [Address of the Tenderer]

Contact person, phone, e-mail: [Name, Surname, phone number, e-mail address for direct communication and correspondence]

Date: [date of signing]

¹¹ Tenderer must indicate size of enterprise for each member of the partnership, if the Tenderer is a partnership.

¹² 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.

¹³ 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 5: CONFIRMATION OF TENDERER’S FINANCIAL STANDING

Clause 8.3.1. of Regulations:

The Tenderers or all members of the partnership together (if the Tenderer is a partnership and confirms the average yearly financial turnover jointly), average yearly financial turnover within the last 3 (three) financial years (2018, 2019, 2020) is not less:

- 1) than 50 000,00 EUR (fifty thousand euros) if the Tenderer applies for the **1.part**;
- 2) than 49 089,00 EUR (forty-nine thousand and eighty- nine euros) if the Tenderer applies for the **2.part**.
- 3) than 128 058,00 EUR (one hundred and twenty-eight thousand and fifty -eight euros) if the Tenderer applies for the **3.part**.

In the event the average yearly 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.

In the event the Tenderer or a member of a partnership (if the Tenderer is a partnership) or entity on whose capabilities the Tenderer is relying to certify it’s financial and economic performance 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
Tenderer or member of the partnership (if the Tenderer is a partnership) or entity on whose capabilities the Tenderer relies on to certify the turnover.			
1			
2			
3			
Average within the last 3 (three) financial years (1+2+3/3) =			
If the Tenderer is partnership, please continue and provide info regarding each member and partnership in total.			
1			
2			
3			
[..]			

Publicly available database where the financial statement is available _____ or documents attached: _____ [Please fill in] _____ on ____
[Please fill in] _____ pages.

Signature [signature of the representative of the Tenderer]: _____

Date: [date of signing]

Name: [name of the representative of the Tenderer]

Position: [position of the representative of the Tenderer]

* If the financial turnover is in another currency than euro, for the purposes of this Proposal it should be recalculated in euro in accordance with the currency exchange rate published by the European Central Bank on the date of signing of this document.

ANNEX NO 6: TECHNICAL PROPOSAL

TECHNICAL PROPOSAL for the open competition “HEALTH INSURANCE POLICIES FOR RB RAIL AS EMPLOYEES” (ID NO. RBR 2021/20)

PART NO 1 “Health insurance policies for RB Rail AS employees in Estonia”

The Tenderer will provide for approximately 70 (seventy) (Preliminary number of Insured – 55; expected number in 2023 – 70) RB Rail AS employees health insurance policies in accordance with the Open competition regulations, the Technical specification (Annex No 1), the Tenderer’s Proposal and requirements of regulatory enactments and the Insurance program with the following minimum requirements of the Technical specification:

No.	Minimum requirements/Technical specification criteria			Eligibility of the Tenderer and additions to the tender
1.	Minimum requirements of the total insurance amount within the basic programme shall be at least EUR 4,770.00 (four thousand seven hundred and seventy euros) per person per year			Eur
2.	Insurance cover. Insurance cover must include at least following risks.			-
		Sum insured ¹⁴	Deductible	
2.1.	Outpatient medical services	2000 €	10%	Eur
2.2.	Occupational health examination	100 €	NIL	Eur
2.3.	Vaccination	70 €	10%	Eur
2.4.	Inpatient medical services	2000 €	10%	Eur
2.5.	Preventive health checks	150 €	20%	Eur
2.6.	Outpatient rehabilitation	200 €	10%	Eur
	The assessment criteria¹⁵			
2.7.	Dental treatment	250 €	20%	Eur
3.	Content of risks insured			-
3.1.	Outpatient medical services			-
	Appointment and consultation fees of the health care provider;			Yes
	Medically indicated analyses, tests, examinations and procedures based on the physician's prescription;			Yes
	Psychiatric and psychological counselling services;			Yes
	Medical examination for issuing medical documentation (driving licence, for educational institution etc);			Yes

¹⁴ Tenderer may offer higher sums, but they will not be evaluated additionally.

¹⁵ The sum insured for dental treatment must not be lower than 250€ and is evaluated according to 20.1.4.

	Home visits, medical services provided during visits (including transport services);	Yes
	Telemedicine services;	Yes
	Day care services in hospital up to 24 hours;	Yes
	Removal of birthmarks and skin lesions when cause is medical not cosmetic;	Yes
	Sublimit does not apply to specific diagnostics (X-Ray, MRT, tomograph, laser procedures etc);	Yes
	Chronic diseases or traumas diagnosed before the insurance contract entered into force are not excluded.	Yes
3.2.	Occupational health examination	-
	Expenses of the mandatory health check arising from law.	Yes
3.3.	Vaccination	-
	Vaccinations given during the insurance period;	Yes
	List of vaccines is not limited.	Yes
3.4.	Inpatient medical services	-
	Medically indicated hospital treatment, including planned and emergency operations, inpatient fees, analyses, examinations, prescribed medicines, fee for paid ward up to sum insured. The number of stays is not limited;	Yes
	Chronic diseases or traumas diagnosed before the insurance contract entered into force are not excluded;	Yes
3.5.	Preventive health checks	-
	Health tests without medical indication and/or physician's referral: packages of health audit, sports physician's consultations, physical stress tests, allergy tests, food intolerance tests, nutritionist's consultation fees and menu planning, physiotherapy, chiropractor and massage services, laboratory analyses etc.	Yes
3.6.	Outpatient rehabilitation	-
	Rehabilitation referred by physician (e.g. occupational health physician, case history): cost of rehabilitation consultation, physiotherapy, therapeutic exercises, mud treatment, treatment massage, hydrotherapy, manual therapy, chiropractic, osteopathic services, electrotherapy, occupational therapy and speech therapy;	Yes
	Necessary assistive devices following an accident (e.g. wheelchair, orthopaedic shoes and assistive devices, support equipment and hearing aid).	Yes
3.7.	Dental treatment	-
	Appointment fee, consultation, preparation of a treatment plan;	Yes
	Dental treatment and surgery (incl X-ray);	Yes
	Examinations necessary for diagnosing dental diseases and oral tissue diseases;	Yes
	Dental hygienist's services, e.g. removal of calculus, airflow cleaning, removal of dental plaque, polishing of dental filling;	Yes
	Cost of orthodontic treatment, implants and prosthetics.	Yes
3.8.	General exclusions	-
3.8.1.	Policy Holder does not claim compensation for the following costs:	-
	Medical services provided by a person who does not have the respective right under the applicable	Yes

	legislation or if the person providing the services holds no respective professional licence;	
	Services provided by using a methodology or technology, the use of which for treatment is not permitted in Estonia;	Yes
	Damages caused or influenced by the alcoholic, narcotic or other intoxication of the Insured;	Yes
	Damages related to treatment or diagnostics of addiction diseases (incl. drug addiction, alcoholism, etc.);	Yes
	Damage and cost related to treatment of sexually transmitted diseases (e.g. AIDS, HIV, chlamydia, gonorrhoea, syphilis, etc.), except for the costs up to the first diagnosis;	Yes
	Costs for manicure and pedicure (incl. therapeutic and treatment manicure), cosmetic and beauty services, health capsule services, photodynamic laser treatment, cosmetic and plastic surgery;	Yes
	Costs related to contraceptive devices and drugs, infertility diagnosis and treatment (incl. laparoscopic surgeries) or artificial insemination;	Yes
	Costs related to pregnancy and childbirth;	Yes
	Covid-tests for any reason;	Yes
	Cost of alternative and unconventional medicine services, incl. consultation, tests, diagnostics and medicines, such as acupuncture, reflexology, homoeopathy, aromatherapy, bioresonance diagnostics, ayurveda therapy, needle therapy, naturopathy;	Yes
	Cost of sleep therapy or services related to sleep disorders, incl. consultation, treatment, diagnostics and medicines;	Yes
	Cost of a surgery to correct visual acuity, bariatric surgery, varicose vein surgery, sclerotherapy, immunotherapy or barotherapy;	Yes
	Cost of food supplements, diet and special food;	Yes
	Cost of teeth whitening and other dental treatment for cosmetological purposes;	Yes
	Costs for accommodation and meals at the SPA;	Yes
	Costs of glasses and contact lenses.	Yes
3.9.	Principles of claims handling	-
	In the event of a loss, the Insured must be able to receive information and instructions in Estonian and English by telephone and e-mail from the claims handling department during its working hours;	Yes
	Insured has right to choose medical provider according to their preferences;	Yes
	Occupational health examination costs will be reimbursed to Policy Holder;	Yes
	The Insured must be able to forward all documents electronically (mobile app, self-service bureau);	Yes
	The Insurer is obliged to pay indemnity for claims occurred during the insurance period within 3 months from the end of the insurance period.	Yes
3.10.	Policy administration	-
	Insured adding – insurance premium is calculated on the principle of proportionality: monthly premium is multiplied by the number of months remaining until the end of the policy;	Yes
	Insured excluding – refundable insurance premium is calculated on the principle of proportionality;	Yes

	monthly premium for each Insured is multiplied by the number of months remaining until the end of the policy. If the claims paid to the Insured exceed the premiums paid, payment will not be refunded:	
	Set-off of insurance premiums takes place on an ongoing basis in accordance with the changes;	Yes
	Insured persons are entitled to insure their family members (spouse, cohabitee and their children up to 19 years) under the same conditions within 30 days from the start of insurance period. Premium will be paid by Insured in one instalment.	Yes

Signature *[signature of the representative of the Tenderer]*: _____

Date: *[date of signing]*

Name: *[name of the representative of the Tenderer]*

Position: *[position of the representative of the Tenderer]*

ANNEX NO 7: TECHNICAL PROPOSAL

TECHNICAL PROPOSAL
for the open competition
“HEALTH INSURANCE POLICIES FOR RB RAIL AS EMPLOYEES”
(ID NO. RBR 2021/20)

PART NO 2 “Health insurance policies for RB Rail AS employees in Lithuania”

The Tenderer will provide for approximately 65 (sixty-five) (Preliminary number of Insured - 50 employees (expected number in 2023 – 65) RB Rail AS employees health insurance policies in accordance with the Open competition regulations, the Technical specification (Annex No 2), the Tenderer’s Proposal and requirements of regulatory enactments and the Insurance program with the following minimum requirements of the Technical specification:

No.	Minimum requirements/Technical specification criteria	Tenderer’s offer
1.	Additional conditions of services	
1.1.	In case of an insured event, the Insured may apply to any institution or company entitled to provide health care, pharmaceutical and optical services in accordance with the procedure established by the legal acts of the Republic of Lithuania.	Yes
1.2.	If the Insured loses or damages a plastic health insurance card, the Insurer must issue a new one within 5 (five) working days from the date of submission of the application without any additional fee.	Yes
1.3.	At the request of the Policyholder, the Insurer shall submit a report on the use of the Services (loss ratio) by the Insured at least 4 times (during the term of the contract) and at the end of insurance contract. The report shall be presented for each group of services (risks insured), annual adjusted total premium, and data on changes in the number of employees.	Yes
1.4.	The Insured must notify the Insurer about the Insured Event during the term of the Contract. If the service was received in the last month of the contract, within 3 months from the date of termination of the contract.	Yes
2.	Requirements for insurance services	-
2.1.	Insurance coverage is valid in the territory of the Republic of Lithuania.	Yes
2.2.	Sums Insured applied to an employee is stated below. Sum insured for „Dentistry” is minimal and mandatory. Upon signing the contract it will be adjusted according to the amount indicated in the Proposal of the Tenderer who was selected and awarded contract. The insurance program, sums insured and coverage are presented in the table below. The non-reimbursable part is considered as deduction and is paid by the Insured himself.	Yes
2.3.	Risk Insured (This description provides the necessary and mandatory insurance services for the Risks Insured stated in paragraph 6. In case standard Insurance rules of the winning Supplier provides a wider description of risks Insured, extensions would apply to this contract also.)	Sum Insured required / coverage
		I option
2.3.1.	Outpatient health care, day-surgery, day-stationary (Tenderer may offer to pay for day surgery and day stationary	2000 EUR/ 100 % Tenderer may offer a limit higher than EUR

	services in private and state personal health care institutions from the limit of the sum insured - inpatient treatment.)	2000, but it will not be evaluated additionally	
2.3.2.	Inpatient treatment in public hospitals	2000 EUR / 100 %	Eur
2.3.3.	Prophylaxis, vaccination, pregnancy care	100 EUR / 100 %	Eur
2.3.4.	Vitamins, food supplements, medicines, medical aids	50 EUR / 100 %	Eur
2.3.5.	All medical services	50 EUR / 100 %	Eur
	The assessment criteria¹⁶		-
2.3.6.	Dentistry	Tenderers proposed sum insured, EUR (Required minimum sum insured 70 EUR) / 80 %	Eur
2.4.	Health insurance must enable the Insured to purchase goods and / or services in all institutions - partners that have cooperation agreements with the Tenderer (Insurer), when paid for by the Tenderer (Insurer).		Yes
3.	Description of insured events		-
3.1.	Outpatient health care. Insurer shall compensate the costs from private and public health care institutions for services provided to the Insured due to acute illness, chronic illness, exacerbation of chronic illness and / or accident. Services included:		-
3.1.1.	Consultations and services provided by family doctor or medical/doctor specialists, nurses, diagnostic (laboratory and instrumental) examinations prescribed by a doctor in health care institutions and / or home visits, in case of medical indications appears.		Yes
3.1.2.	Outpatient treatment services are reimbursed if the Insured has filed a complaint, even if the illness has not been diagnosed or has not been confirmed by medically justified examinations by a doctor.		Yes
3.1.3.	Expenses are reimbursed for additional changes in the Insured's health or other illnesses diagnosed by a doctor during the consultation, which are not related to the original reason for the Insured's application.		Yes
3.1.4.	Monitoring of the diagnosed disease, postoperative condition, as well as the condition of the chronic disease, which is performed by a specialist doctor at regular intervals, prescribing examinations, treatment and recommendations as necessary.		Yes
3.1.5.	On-line consultations.		Yes
3.1.6.	Referral to specialist doctors is not necessary.		Yes
3.1.7.	Referral to specialist researchers (ultrasound scanner, clinical physiologist, radiologist, etc.) is necessary.		Yes
3.1.8.	Diagnosis and treatment (including laser treatment) of warts, moles, papillomas, condylomas, keratomas, molluscs, benign skin structures, vascular structures, if this is not aesthetic-cosmetic treatment.		Yes
3.1.9.	Diagnosis and treatment of non-malignant tumors (including laser treatment).		Yes
3.1.10.	Diagnosis and treatment of capillary diseases and varicose veins (including laser treatment, sclerotherapy) in case of medical indications.		Yes

¹⁶ The sum insured for Dentistry must not be lower than 70€ and is evaluation criteria (contract award criteria) according to 20.2.2.

3.1.11.	Diagnosis and treatment of foot bones, ligaments, tendons, joints and muscles;	Yes
3.1.12.	Diagnosis and treatment of chronic degenerative diseases.	Yes
3.1.13.	Diagnosis and treatment of systemic and autoimmune diseases.	Yes
3.1.14.	Allergen (including inhaled, food) tests.	Yes
3.1.15.	Sex hormone tests.	Yes
3.1.16.	Diagnosis and treatment of oncological diseases, regardless of the stage of the disease (also after diagnosis).	Yes
3.1.17.	Therapeutic laser procedures, if it is not an aesthetic-cosmetic treatment.	Yes
3.1.18.	Diagnosis of congenital diseases / anomalies and / or treatment of their complications	Yes
3.1.19.	Psychotherapeutic treatment for up to 10 sessions during the insurance contract period, performed by a psychiatrist, psychiatrist - psychotherapist, medical psychologist - psychotherapist, medical psychologist. Medical documentation is not required to pay for the specified services.	Yes
3.1.20.	Homeopath, dietician, dermatologist consultations.	Yes
3.1.21.	Diagnosis and treatment of health problems caused by an epidemic or pandemic.	Yes
3.1.22.	Diagnostic examinations, including computed tomography, magnetic resonance imaging, positron emission tomography, do not require prior coordination with the Insurer.	Yes
3.1.23.	Outpatient services, including computed tomography, magnetic resonance imaging, positron emission tomography, are reimbursed independently from the possibility to get it in part reimbursed by the Compulsory Health Insurance Fund.	Yes
3.2.	Day-surgery, day stationary.	-
3.2.1.	Therapeutic and / or surgical profile services provided to the Insured in private and public health care institutions, which were necessary due to a health disorder (acute illness, chronic illness, exacerbation of a chronic illness and / or accident), in case of medical indications:	Yes
3.2.2.	Day surgery services must be included in the order of the minister of Health – 11.02.2016 annex V-225 or later versions.	Yes
3.2.3.	Services provided when the Insured is in a day stationary for up to 24 hours (if necessary up to 48 hours) without meals.	Yes
3.2.4.	Medical aids, devices, including tissue substitutes, plates / screws / staples, implants, suture kits, prostheses (excluding endoprostheses) etc., prescribed by a doctor and used in a hospital.	Yes
3.2.5.	Services are paid for independently, whether or not the institution has a contract with a territorial health insurance fund.	Yes
3.2.6.	Services will be paid for if the medical institution has already used up the money allocated by the state health insurance funds for certain types of operations.	Yes
3.2.7.	The number of day surgery and day hospital services is not limited.	Yes
3.2.8.	Day hospital care services according to disease treatment profiles are specified in the Order of Minister of Health – 14.06.2017 annex V-730 or later versions.	Yes
3.2.9.	Diagnosis and treatment (including laser treatment) of warts, moles, papillomas, condylomas, keratomas, molluscs, benign skin structures, vascular structures, if this is not aesthetic-cosmetic treatment.	Yes
3.2.10.	Diagnosis and treatment of non-malignant tumors (including laser treatment).	Yes
3.2.11.	Diagnosis and treatment of capillary diseases and varicose veins (including laser treatment, sclerotherapy) in case of medical indications.	Yes
3.2.12.	Diagnosis and treatment of foot bones, ligaments, tendons, joints and muscles;	Yes

3.2.13.	Diagnosis and treatment of oncological diseases, regardless of the stage of the disease (also after diagnosis).	Yes
3.2.14.	Therapeutic laser procedures if it is not an aesthetic-cosmetic treatment.	Yes
3.2.15.	Diagnosis of congenital diseases / anomalies and / or treatment of their complications.	Yes
3.2.16.	Day hospital and day surgery services do not have to be agreed with the Insurer in advance	Yes
3.2.17.	Prescribed mandatory diagnostics / examinations before a day stationary or day surgery services.	Yes
3.2.18.	Diagnosis and treatment of health problems caused by an epidemic or pandemic.	Yes
3.3.	Inpatient treatment in public hospitals	-
3.3.1.	Reimbursement of medically justified services provided to the Insured due to acute illness, chronic illness, exacerbation of chronic illness and / or accident. Reimbursement of expenses in public medical institutions for:	Yes
3.3.1.1.	Therapeutic and surgical treatment.	Yes
3.3.1.2.	Research and consulting.	Yes
3.3.1.3.	Disposable instruments for treatment, medical aid, orthopedic techniques and nursing facilities.	Yes
3.3.1.4.	Nursing services.	Yes
3.3.1.5.	Comfort services (single or double ward, etc.).	Yes
3.3.1.6.	Applicable conditions 3.2.4. – 3.2.6., 3.2.9. – 3.2.15.	Yes
3.3.1.7.	Prescribed mandatory diagnostics / examinations before Inpatient treatment	Yes
3.3.2.	Diagnosis and treatment of health problems caused by an epidemic or pandemic.	Yes
3.4.	Prophylaxis, vaccination, pregnancy care. Reimbursable expenses due to:	-
3.4.1.	Preventive health examinations.	-
3.4.2.	Mandatory preventive health examinations.	Yes
3.4.3.	At the request of the insured, selected examinations and consultations of doctors.	Yes
3.4.4.	Vaccines chosen by the Insured or prescribed by a doctor and vaccination service.	Yes
3.4.5.	Pregnancy and childbirth medical services provided during the term of insurance:	Yes
3.4.5.1.	pregnancy screenings, doctor's consultations, pregnancy monitoring tests	Yes
3.4.5.2.	diagnosis and treatment of pregnancy complications	Yes
3.4.5.3.	childbirth care;	Yes
3.4.5.4.	single or double ward during childbirth and after childbirth	Yes
3.4.6.	Medical documentations are not required to reimburse the costs of these services.	Yes
3.5.	Medicines, vitamins, food supplements, medical aids. Reimbursable costs for:	-
3.5.1.	Medicines	Yes
3.5.2.	Food supplements, vitamins	Yes
3.5.3.	Medical aids, devices, orthopedic goods.	Yes
3.5.4.	Expenses are reimbursed when goods are purchased at registered pharmacies (including online pharmacies), orthopedic stores (including online stores).	Yes
3.5.5.	Doctors' prescriptions, extracts, etc. are not required.	Yes
3.6.	Dentistry. Reimbursable costs for:	-
3.6.1.	Oral hygiene services.	Yes
3.6.2.	Dental treatment - endodontic, orthodontic, periodontal, surgical treatment of dental diseases, including aesthetic dental filling.	Yes
3.6.3.	Dental prosthetics - orthodontic treatment, production of removable and non-removable dentures, implants, braces.	Yes

3.6.4.	Grave for the treatment of bruxism. Medical documentation additionally must be submitted.	Yes
3.7.	All medical services. Reimbursable services provided to the Insured in private and public health care institutions:	-
3.7.1.	Doctors' consultations, diagnostic tests.	Yes
3.7.2.	Day surgery, day hospital.	Yes
3.7.3.	Inpatient treatment.	Yes
3.7.4.	Nursing services.	Yes
3.7.5.	Rehabilitation treatment	Yes
3.7.6.	Prophylaxis, vaccination, pregnancy care (3.4. description).	Yes
3.7.7.	Medicines, vitamins, food supplements, medical aids (6.5. description), medical devices;	Yes
3.7.8.	Dentistry (3.6. description).	Yes
3.7.9.	Services provided to the Insured in health care institutions, rehabilitation centers and sanatoriums (institutions licensed for personal health care activities): massages (therapeutic-classical), physiotherapy procedures, physiotherapy procedures, manual therapy, occupational therapy, peloid therapy, water procedures (balneotherapy, mud baths) , therapeutic showers, etc.) Doctors' prescriptions, extracts, etc. are not required.	Yes

Signature *[signature of the representative of the Tenderer]*:_____

Date: *[date of signing]*

Name: *[name of the representative of the Tenderer]*

Position: *[position of the representative of the Tenderer]*

ANNEX NO 8: TECHNICAL PROPOSAL
**TECHNICAL PROPOSAL
for the open competition**
**“HEALTH INSURANCE POLICIES FOR RB RAIL AS EMPLOYEES”
(ID NO. RBR 2021/20)**
PART NO 3 “Health insurance policies for RB Rail AS employees in Latvia”

The Tenderer will provide for approximately 155 (one hundred fifty-five) (Preliminary number of Insured - 145 employees; expected number in 2023 – 155) RB Rail AS employees health insurance in accordance with the Open competition regulations, the Technical specification (Annex No 3), the Tenderer’s Proposal and requirements of regulatory enactments and the Insurance program with the following minimum requirements of the Technical specification:

No.	Technical specification and assessment criteria	Tenderer’s offer
1.	The Tenderer shall provide a plastic Health Insurance Card for every employee for the patient’s fee and paid services (paid consultations, payments for paid laboratory and diagnostic investigations, payments for ambulatory rehabilitation and dentistry services). Receipt of services in medical institutions is also provided by presenting visualisation of the Insurance Card in a mobile smartphone application	Yes / No
2.	The Tenderer must provide a wide choice of contractual institutions, which provide receipt of the services included in the insurance coverage through the offered insurance programme by presenting a plastic digital card, making a 100% payment for the service and not making any settlements using the personal funds of the insured employees. The received services paid for using personal funds shall be paid in accordance with the compensation limits specified in the Tenderer’s Technical Proposal	Yes / No
3.	According to the Client’s requirements, the Tenderer must provide the following minimum coverage of the insurance programme	
3.1.	Minimum requirements of the total insurance amount within the basic programme shall be at least EUR 5,000.00 (five thousand euros) per person per year without setting individual annual limits for paid outpatient and inpatient services. Basic programme shall include the patient’s fee, paid outpatient and inpatient services	Eur
3.2.	No harmonisation with the tenderer is required prior to receipt of the outpatient services	Yes / No
3.3.	Patient’s fees in the amount of 100% for outpatient and inpatient payments on the basis of the applicable Cabinet Regulations	Yes / No
4.	Services included in the paid outpatient services programme	
4.1.	<u>Paid outpatient services without a physician’s referral:</u>	
4.1.1.	Consultations of physicians - specialists, including paid general practice physician, internist, surgeon, neurologist, urologist, oncologist, phlebologist, infectologist, traumatologist, orthopaedist, gynaecologist, endocrinologist, cardiologist, rheumatologist, nephrologist, gastroenterologist, proctologist, pulmonologist, allergist, immunologist, otolaryngologist, ophthalmologist, haematologist, occupational physician, dermatologist etc. Payment for the first and recurrent consultations in the amount of not less than EUR 35 (thirty-five euros)	Eur
4.1.2.	Medical staff’s home visit, including transport costs, in the amount of not less than EUR 35 (thirty-five euros)	Eur
4.1.3.	Payment for the consultation of a professor, associate professor and specialist of the highest qualification in the amount of not less than EUR 45 (forty-five euros);	Eur

4.1.4.	Mandatory health examinations in accordance with Cabinet Regulation No. 219 “Procedures for the Performance of Mandatory Health Examinations” to the extent required for the performance of professional duties; 100% payment for the services	Yes / No
4.1.5.	Vaccination (flu, tick-borne encephalitis, hepatitis A, hepatitis B, combined hepatitis AB, pneumo vaccine etc.) – limits in the amount of EUR 70 (seventy euros) per year	Eur
4.1.6.	State and private emergency medical assistance	Yes / No
4.1.7.	Medical statements – for drivers, permit for carrying a weapon, registration of marriage	Yes / No
4.2.	With the referral of the general practice or attending physician:	
4.2.1.	Medical procedures and therapeutic manipulations, including injections, infusions, blockings, dressings, punctures, manipulations of surgical, gynaecological, urological, ophthalmological, and dermatological nature, LOR manipulations etc., payment for services in the amount of not less than EUR 25 (twenty-five euros) per manipulation	Eur
4.2.2.	Laboratory investigations of wide spectrum with a physician’s referral – at least the following: liver tests and ferments (ALAT, ASAT, bilirubin-total, GGT, KFK – creatine kinase, LDH, lipase, alpha-amylase, pseudocholinesterase, alkaline phosphatase, alkaline phosphatase bone fraction, acid phosphatase, ceruloplasmin); allergy (IgE – total, eosinophilic leukocytes in nose secretion); electrolytes (natrium, potassium, chlorine, calcium, phosphorous, magnesium, lactate, CO ₂ – bicarbonate); investigations of faeces (consistency, hidden blood, Enterobius verm. eggs, Entamoeba histolytica Ag, parasite eggs, protozoa cysts); glucose regulation (glucose, glucose in plasma, glucose in quantity/acetone in urine, Hb A1c, insulin, C peptide); haematology and anaemia diagnostics (full and partial blood pattern, clinical blood pattern, haemoglobin, haematocrit, erythrocytes, erythrocyte basophilic stippling, erythrocyte osmotic resistance, leucocytes, leucocyte formula, thrombocytes, reticulocytes, iron, ferritin, transferrin, folic acid, haptoglobin, vitamin B12, erythropoietin, blood pH, blood parasites, EGÅ); inflammatory markers, auto-antibodies (CRO, ASO, interleukin 6, interleukin 6 in sperm, complement factor C3, complement factor C4, RF, GBM IgG - antibodies to glomerular basal membrane); immune technology (rhesus, anti-erythrocyte antibodies, identification of anti-erythrocyte antibodies, title of anti-erythrocyte antibodies, circulating immune complexes, indirect Coombs reaction, direct Coombs reaction); infection diagnostics (A gr. streptococcus Ag, Anti Rubella v. IgG, Anti Rubella v. IgM, rubeola virus IgG, rubeola virus IgM, tick-borne encephalitis virus IgM liquor, tick-borne encephalitis virus IgG, Anti HBs, Lyme borreliosis IgM, Lyme borreliosis IgG); cardiologic markers (high sensitivity troponin I, high sensitivity troponin T, high sensitivity CRO, creatine kinase MB fraction, myoglobin); coagulology (fibrinogen, APTL, D-dimers, prothrombin time, thrombin time, blood flowing time); investigations of sputum (acidoresistant bacteria in sputum, asthma elements in sputum, microscopic and bacterioscopic investigation of sputum; lipids (total cholesterol, high density cholesterol, low density cholesterol, triglycerides, apolipoprotein A1, apolipoprotein B, lipoprotein (a)); markers (PSA, free PSA, S-100 antigen, CEA, CA-125); protein (total protein, total protein, albumin, albumin/globulin, immune globulin A, immune globulin G, immune globulin M, M gradients); investigations of serous cavities (amylase, creatinine); change of nitrogen bodies (creatinine, creatinine clearance, urea, uric acid, ammonia); urine investigations (specific weight, clearness, colour, protein, protein 24 h, Zimnitsky test); examinations of urogenital material (cytological investigation of gynaecological material, swab analysis, prostate exprimate); thyroid gland hormones; other analyses and services (25-OH-Vit.D total (D3+D2), corticol, corticol in saliva, aldosterone, AKTH, cytology, histone antibodies, lysozyme, prostate biopsy, Demodex folliculorum, fungi microscopy, processing of the analysed material, sampling) etc.	Yes / No
4.2.3.	Diagnostic (instrumental) investigations, including X-ray diagnostics of organs and body parts, rtg investigation in several planes, digital fluorography, mammography, sonoscopy and dopplerography, examination of blood vessels, ultrasonography of various parts of body and organs – abdominal cavity organs, joints, prostate, lymphatic glands etc., non-invasive heart investigations, electrical cardiogram, echocardiography, Holter monitoring, veloergometry, etc., breathing test, audiography, bronchoscopy, cystoscopy, electro-encephalogram,	Eur

	electromyography and other investigations. Payment per each diagnostic investigation: not less than EUR 50 (fifty euros)	
4.2.4.	Gastrosocopy and colonoscopy, computer tomography, magnetic resonance imaging, scintigraphy and other investigations using expensive technologies, with and without the marker, limit of at least EUR 250 (two hundred and fifty euros) per investigation	Eur
4.2.5.	Physical therapy: 10 procedures for each case of illness	Yes / No
4.2.6.	Paid inpatient care. Minimum insurance amount for a case of inpatient care: EUR 900 (nine hundred euros).	Eur
4.2.7.	Paid inpatient services, with a referral of the attending physician, without limits, at a treatment institution at the patient's choice and without applying the price list	Yes / No
4.2.8.	Treatment at a 24/7 or day inpatient hospital – diagnostics, consultations, manipulations	Yes / No
4.2.9.	Paid bed days;	Yes / No
4.2.10.	Scheduled and emergency surgeries at 24/7 or day inpatient hospital;	Yes / No
4.2.11.	Costs of paid medical surgeries, including spinal, neurosurgical, proctological (including thermal ablation technique), micro-surgical, endoprosthetic surgery, laser surgery, nasal septum surgery, medical eye surgery and other paid medical surgeries	Yes / No
4.2.12.	Treatment under increased service conditions.	Yes / No
4.2.13.	Dentistry and oral cavity hygiene services for the payment of 70%, with the limit of EUR 250 (two hundred and fifty euros) per year	Eur
4.2.14.	Emergency aid in the case of acute toothache;	Yes / No
4.2.15.	Stomatologist's consultations, RTG, CT, local anaesthesia	Yes / No
4.2.16.	Therapeutic and surgical dentistry services	Yes / No
4.2.17.	Dental hygiene services	Yes / No
4.2.18.	Ambulatory rehabilitation with a referral of the attending physician, with the limit of EUR 150 (one hundred and fifty euros) per year (no limit determined for 1 time or number of times)	Eur
4.2.19.	Medical massage procedures	Yes / No
4.2.20.	Sludge applications or water procedures	Yes / No
4.2.21.	Medical gymnastics classes;	Yes / No
4.2.22.	Consultations of physiotherapist, manual therapist or functional specialist, etc.;	Yes / No
4.2.23.	Taping etc	Yes / No
a)	paid (inpatient and outpatient) oncology treatment EUR 200 (two hundred euros)	Eur
b)	paid outpatient care of pregnant women	Yes / No
c)	2 paid consultations of psychotherapist/psychologist	Yes / No

NB!

This Annex must be accompanied with documents set per Section 11.2 of the Regulations.

Signature [signature of the representative of the Tenderer]: _____

Date: [date of signing]

Name: [name of the representative of the Tenderer]

Position: [position of the representative of the Tenderer]

ANNEX NO 9: FINANCIAL PROPOSAL

FINANCIAL PROPOSAL
for the open competition
"HEALTH INSURANCE POLICIES FOR RB RAIL AS EMPLOYEES"
(ID NO. RBR 2021/20)

PART NO 1 "Health insurance policies for RB Rail AS employees in Estonia"

The Tenderer's offered Insurance program price in accordance with Technical Specification which may not exceed EUR 400.00 (four hundred euros) per employee for 2 (two) insurance periods, each for a term of 12 (twelve) calendar months:

Insurance program name	Insurance policy price (premium) for calendar 24 (twenty four) months for 1 (one) employee EUR excl.VAT

Signature *[signature of the representative of the Tenderer]*: _____

Date: *[date of signing]*

Name: *[name of the representative of the Tenderer]*

Position: *[position of the representative of the Tenderer]*

ANNEX NO 10: FINANCIAL PROPOSAL

FINANCIAL PROPOSAL
for the open competition
"HEALTH INSURANCE POLICIES FOR RB RAIL AS EMPLOYEES"
(ID NO. RBR 2021/20)

PART NO 2 "Health insurance policies for RB Rail AS employees in Lithuania"

The Tenderer's offered Insurance program price in accordance with Technical Specification which may not exceed EUR 426.00 (four hundred and twenty-six euros) per employee for 2 (two) insurance periods, each for a term of 12 (twelve) calendar months:

Insurance program name	Insurance policy price (premium) for calendar 24 (twenty four) months for 1 (one) employee EUR excl.VAT

Signature *[signature of the representative of the Tenderer]*: _____

Date: *[date of signing]*

Name: *[name of the representative of the Tenderer]*

Position: *[position of the representative of the Tenderer]*

ANNEX NO 11: FINANCIAL PROPOSAL

FINANCIAL PROPOSAL
for the open competition
"HEALTH INSURANCE POLICIES FOR RB RAIL AS EMPLOYEES"
(ID NO. RBR 2021/20)

PART NO 3 "Health insurance policies for RB Rail AS employees in Latvia"

The Tenderer's offered Insurance program price in accordance with Technical Specification which may not exceed EUR 426.00 (four hundred and twenty-six euros) per employee for 2 (two) insurance periods, each for a term of 12 (twelve) calendar months:

Insurance program name	Insurance policy price (premium) for calendar 24 (twenty four) months for 1 (one) employee EUR excl.VAT

Signature *[signature of the representative of the Tenderer]*: _____

Date: *[date of signing]*

Name: *[name of the representative of the Tenderer]*

Position: *[position of the representative of the Tenderer]*

ANNEX NO 12: DESCRIPTION OF THE TENDERER'S EXPERIENCE

"HEALTH INSURANCE POLICIES FOR RB RAIL AS EMPLOYEES" (ID NO. RBR 2021/20)

The tenderer within the previous 3 (three) years (2018 to until the date of submission of proposals) has gained the following experience:

The Tenderer is required to complete only the part of the procurement in which Tenderer is taking part.

Part No 1 "Health insurance for RB Rail AS employees in Estonia"

Section 8.4.1.1 of the Regulations

No	Client, client's contact information for references (name of representative, phone, e-mail) ¹⁷	Period of the contract/project (month/year – month/year)	Description of the services provided by the Tenderer what characterize required experience, stated in Section 8.4.1.1 of the Regulations
1.			
2.			
3.			
[..]			

[date of signing]

[name and position of the representative of the Tenderer]

¹⁷ In case of doubt, the Contracting authority has the right to contact the Client to verify that the services specified complies with the requirements set in Section 8.3.1. of the Regulations.

Part No 2 "Health insurance for RB Rail AS employees in Lithuania"

Section 8.4.2.1 of the Regulations

No	Client, client's contact information for references (name of representative, phone, e-mail) ¹⁸	Period of the contract/project (month/year – month/year)	Description of the services provided by the Tenderer what characterize required experience, stated in Section 8.4.2.1 of the Regulations
1.			
2.			
3.			
[..]			

[date of signing]

[name and position of the representative of the Tenderer]

¹⁸ In case of doubt, the Contracting authority has the right to contact the Client to verify that the services specified complies with the requirements set in Section 8.3.1. of the Regulations.

PART No 3 “Health insurance policies for RB Rail AS employees in Latvia”

Section 8.4.3.1 of the Regulations

No	Client, client’s contact information for references (name of representative, phone, e-mail) ¹⁹	Period of the contract/ project (month/year – month/year)	Description of the services provided by the Tenderer what characterize required experience, stated in Section 8.4.2.1 of the Regulations
1.			
2.			
3.			
[..]			

[date of signing]

[name and position of the representative of the Tenderer]

¹⁹ In case of doubt, the Contracting authority has the right to contact the Client to verify that the services specified complies with the requirements set in Section 8.3.1. of the Regulations.

ANNEX NO 13: INFORMATION ABOUT THE CONTRACT MANAGER

"HEALTH INSURANCE POLICIES FOR RB RAIL AS EMPLOYEES"

(ID NO. RBR 2021/20)

_____ (Name, Surname), _____ (phone, e-mail)

Contract Manager is offered in²⁰

Part No 1 "Health insurance policies for RB Rail AS employees in Estonia" ☐

Part No 2 "Health insurance policies for RB Rail AS employees in Lithuania" ☐

Part No 3 "Health insurance policies for RB Rail AS employees in Latvia" ☐

I, the undersigned confirm that I have English language skills at least at **B₂ Level** - based on Common European Framework of Reference for Languages²¹:

Understanding		Speaking		Writing
Listening	Reading	Spoken interaction	Spoken production	
Enter level.....	Enter level.....	Enter level.....	Enter level.....	Enter level.....

Levels: A1/A2 - Basic user; B1/B2 - Independent user; C1/C2 - Proficient user.

I confirm that I have consented that my candidature is proposed in the open competition "Health insurance policies for RB Rail AS employees", ID NO. RBR 2021/20.

I confirm that in case the Tenderer [_____ *name of the tenderer or members of the partnership*] will conclude the contract as the result of the open competition, I will participate in the execution of the contract.

In addition, I confirm that I have consented that my personal data (name, surname and signature) are processed by the Contracting Authority during this open competition.

[date of signing]

[signature]

[name, surname of the Contract Manager]

²⁰ Please indicate by ticking relevant box/ -es in which the Tenderer takes participation.

²¹ See <http://europass.cedefop.europa.eu/resources/european-language-levels-cefr>

ANNEX NO 14: OTHER ENTITIES ON WHOSE CAPACITY TENDERER RELIES

A LIST OF OTHER ENTITIES ON WHOSE CAPACITY TENDERER RELIES TO MEET THE
REQUIREMENTS OF THE OPEN COMPETITION
"HEALTH INSURANCE POLICIES FOR RB RAIL AS EMPLOYEES"
(ID NO. RBR 2021/20)

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

NB!

In case the Tenderer relies on abilities of other entities to certify its compliance with the qualification requirements, this Annex must be accompanied with documents evidencing that all the necessary resources will be passed to the Tenderer, as set per Section 8 and Section 9 of the Regulations.

Documents attached: _____ [Please fill in] _____ on ____ [Please fill in] _____ pages.

Signature *[signature of the representative of the Tenderer]*: _____

Date: *[date of signing]*

Name: *[name of the representative of the Tenderer]*

Position: *[position of the representative of the Tenderer]*

ANNEX NO 15: SUBCONTRACTORS

A LIST OF THE SUBCONTRACTORS FOR THE OPEN COMPETITION “HEALTH INSURANCE POLICIES FOR RB RAIL AS EMPLOYEES” (ID NO. RBR 2021/20)

No	Name of the subcontractor (registration No., legal address)	Description of the sub- contracted task	Subcontracted tasks Amount, EUR (without VAT)	% from the proposed contract price	Size of the enter- prise ²²
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)					

NB!

In case the Tenderer involves sub-contractors whose share of services is equal to or exceeds 10% of the contract price, this Annex must be accompanied with documents evidencing that all the necessary resources will be passed to the Tenderer, as set per Section 8 and Section 10 of the Regulations.

Documents attached: _____ [Please fill in] _____ on _____ [Please fill in] _____ pages.

Signature [signature of the representative of the Tenderer]: _____

Date: [date of signing]

Name: [name of the representative of the Tenderer]

Position: [position of the representative of the Tenderer]

²² 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 16: DRAFT CONTRACT**SERVICE AGREEMENT****ON THE PROVISION OF HEALTH INSURANCE SERVICES IN [LATVIA/LITHUANIA/ESTONIA]****between****RB Rail AS****and****[●]**Contract registration number **[●]**CEF²³ Contract No **[●]**Procurement procedure identification No **[●]**

²³ Grant Agreement under the Connecting Europe Facility

SERVICE AGREEMENT ON THE PROVISION OF HEALTH INSURANCE SERVICES IN [LATVIA/LITHUANIA/ESTONIA]

This SERVICE AGREEMENT ON THE PROVISION OF HEALTH INSURANCE SERVICES IN [LATVIA/LITHUANIA/ESTONIA], together with all Annexes thereto (the "Agreement"), is entered into on THE DATE INDICATED ON THE TIMESTAMP OF THE LAST SIGNATURE OF THE DOCUMENT (the "Effective Date"), by and between:

RB Rail AS, a joint stock company registered in the Latvian Commercial Register with registration No 40103845025, legal address at Krišjāņa Valdemāra iela 8-7, Riga, LV-1010, Latvia (the "Policyholder"), represented by [●], acting on the basis of [●], on the one side,
and

[●], a company registered in [●], with registration number [●], having its registered address [●] (the "Insurer"), represented by [●] acting on the basis of [●], on the other side,

WHEREAS:

- (A) this Agreement is entered into under the Global Project which includes all activities undertaken by the respective beneficiaries and implementing bodies of the Republic of Estonia, the Republic of Latvia and the Republic of Lithuania in order to build, render operational and commercialise the Rail Baltica railway – a new fast conventional double track electrified railway line according TSI INF P2-F1 criteria and European standard gauge (1435mm) on the route from Tallinn through Pärnu-Riga-Panevėžys-Kaunas to Lithuanian-Polish border, with the connection of Kaunas – Vilnius, and related railway infrastructure in accordance with the agreed route, technical parameters and time schedule;
- (B) the Policyholder has organised the procurement procedure HEALTH INSURANCE POLICIES FOR RB RAIL AS EMPLOYEES identification No RBR 2021/20, divided into three parts: Part No 1 "Health insurance for RB Rail AS employees in Estonia", Part No 2 "Health insurance for RB Rail AS employees in Latvia" and Part No 2 "Health insurance for RB Rail AS employees in Lithuania" (the 'Procurement');
- (C) In the Procurement Insurer's tender proposal for Part No [●] of the Procurement (the 'Proposal' enclosed to this Agreement as *Annex B: Insurer's Technical Proposal* and *Annex C: Insurer's Financial Proposal*) was selected as the winning bid in Part No [●] of the Procurement;
- (D) this Agreement is co-financed from the Connecting Europe Facility (CEF), CEF Agreement No [●] and other recently signed Grant Agreements or future Grant Agreements to be signed.

1. SUBJECT MATTER OF THE AGREEMENT

- 1.1. The Insurer shall provide health insurance of the Policyholders specified employees in [LATVIA/LITHUANIA/ESTONIA], in accordance with the Agreement, and in particular, Technical Specification (*Annex A: Technical Specification*), the Proposal (*Annex B: Insurer's Technical Proposal* and *Annex C: Insurer's Financial Proposal*) (the "Service").
- 1.2. Following the Effective Date, but no later than three (3) working days before the validity period of the respective policy under Clause 2.1, the Policyholder shall prepare and submit to the Insurer a list of Policyholders employees to be insured under the Agreement indicating the name, surname, personal code, and the health insurance program of each of the Policyholders employee to be insured or other information as agreed by the Parties.
- 1.3. Upon the receipt of the list of Policyholders employees under Clause 1.2, but in any case no later than within three (3) working days following the start of the validity period of the respective policy under Clause 2.1, the Insurer shall deliver the health insurance policy in compliance with the Agreement (the "Policy") to the Policyholder, which shall become an integral part of this Agreement, together with the individual employee health insurance cards (the "Insurance Cards") together with the insurance terms and the respective insurance program for all the employees specified by the Policyholder under the Agreement.
- 1.4. The terms and conditions of the Policy shall not be contrary to the terms and conditions of this Agreement. In case of contradiction or discrepancies, the terms and conditions of the Agreement shall prevail.

- 1.5. Taking into account that the employees of the Policyholder may change throughout the term of the Agreement, the Policyholder is entitled to change the insured employees from time to time by informing the Insurer in writing in accordance with the terms of the Agreement.

2. VALIDITY PERIOD AND VALIDITY OF THE AGREEMENT

- 2.1. This Agreement shall enter into force upon the Effective Date and shall remain valid throughout the validity period of the Policy. It is envisaged that the Policyholder shall procure the Services from the Insurer for two (2) consecutive twelve (2) month periods. **The validity period of each Policy following the Technical Specification shall be for twelve (12) months, twenty-four (24) hours per day starting from [●] 2022 at 0:00 o'clock until [●] at 23:59 o'clock (Eastern European time) and starting from [●] 2023 at 0:00 o'clock until [●] at 23:59 o'clock (Eastern European time).**
- 2.2. Upon mutual agreement, the Parties shall be entitled to terminate this Agreement at any time.
- 2.3. The Policyholder shall be entitled to unilaterally terminate this Agreement immediately upon giving the Insurer a written notice of termination, if:
 - 2.3.1. the Insurer does not provide the Services in compliance with the terms of the Agreement and/or otherwise materially violates the terms of the Agreement and such violation (if it can be remedied) is not remedied within fifteen (15) days after the relevant written notice has been sent to the Insurer;
 - 2.3.2. liquidation, bankruptcy, insolvency or legal protection proceedings have been initiated against the Insurer;
 - 2.3.3. a licence for performance of health insurance services has been annulled for the Insurer and/or the Insurer is no longer entitled to provide health insurance services within [LATVIA/LITHUANIA/ESTONIA] according to the applicable laws of [LATVIA/LITHUANIA/ESTONIA];
 - 2.3.4. CEF Co-financing for further financing of the Services are not available to the Policyholder fully or partly;
 - 2.3.5. it is not possible to execute the Agreement due to the application of international or national sanctions, or European Union or North Atlantic Treaty Organization applied sanctions significantly affecting interests of financial or capital market;
 - 2.3.6. upon occurrence of any event further described under Section 64 of the Public Procurement Law.
- 2.4. The Insurer shall be entitled to terminate the Agreement unilaterally by notifying the Policyholder in writing at least ten (10) days in advance, if the Policyholder has not paid more than two invoices of the Insurer in compliance with the Agreement and the Insurer is not responsible for non-payment of such invoices and the Policyholder has not remedied such violation within ten (10) days after the relevant written notice has been sent to the Policyholder.
- 2.5. The Policyholder upon its sole discretion has the right to terminate the Agreement unilaterally at any time by notifying the Insurer in writing at least three (3) months in advance.
- 2.6. Upon termination of the Agreement under Clauses 2.3, 2.4 and 2.5 of the Agreement, the Insurer shall pay back to the Policyholder a part of the Premium for the Policyholders insured employees at the time of termination proportionate to the unused validity period of the Policy, without deducting administrative expenses. The part of Premium to be paid back according to this Clause shall be calculated for each of the remaining months of the validity period of the Policy, where the number of months shall be rounded down to the nearest whole number. The respective payment shall be made immediately, but not later than upon the termination of the Agreement.
- 2.7. The Policyholder may request to prolong the validity period of the Policy for additional period in total not exceeding 10% (ten percent) from the amount referred to in Clause 3.2 of this Agreement.

3. TOTAL AMOUNT AND PREMIUM

- 3.1. The Policyholder shall pay to the Insurer the insurance premium (the "Premium") in the amount indicated in Proposal and according to the terms of the Agreement for the time period when each Policyholders employee is insured under the Policy. The Premium shall include all expenses in relation to the provision of the Service and be exclusive of VAT.
- 3.2. The total amount of Premium for all of the Policyholders insured employees throughout the term of the Agreement shall not exceed the total amount of the Agreement EUR [●].
- 3.3. The Policyholder shall pay the Premium, within thirty (30) calendar days from the day of receipt of the invoice issued by the Insurer, to the current account specified in the invoice. The Insurer shall invoice

the Policyholder upon the issuance of the Policy under Clause 1.3 and in each case after effecting the health insurance of the new employees upon the Policyholders' request under Clause 4.1.7.

- 3.4. The Insurer's invoices shall contain the following Policyholder's details and details about the Agreement:

Insurer	[●]
Registration No	[●]
VAT payer's No or indication that the Insurer is not a VAT payer	[●]
The Policyholder's VAT No	40103845025
Legal address (street, house, area, country, postcode)	[●]
Name of Bank (legal name)	[●]
Bank SWIFT Code	[●]
IBAN	[●]
	For provided services according to the Agreement No[●]. Contract Manager: [●]

- 3.5. The day on which the payment made by Policyholder is registered with the bank shall be deemed to be the day of execution of the payment (payment date).
- 3.6. The Insurer shall send the invoice to the Policyholder electronically to the following e-mail address: invoices@railbaltica.org. The Parties agree that the invoices should be submitted only electronically and that the invoice should not contain the requisite "signature".

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 4.1. The Policyholder shall:
- 4.1.1. comply with the terms and conditions of the Agreement;
 - 4.1.2. undertake to provide the Insurer with all information necessary for fulfilment of the Agreement, including the list of Policyholders employees to be insured and any further amendments thereto;
 - 4.1.3. pay the Premium referred to in Clause 3.1 of this Agreement, in accordance with the terms and conditions of this Agreement;
 - 4.1.4. be entitled to request the Insurer to provide information related to the provision of the Services and the performance of the Agreement;
 - 4.1.5. be entitled to attract expert for evaluation of the insured event;
 - 4.1.6. inform the Policyholders insured employees about the terms of the Policy and to hand out the Insurance Cards together with the insurance terms and the respective insurance program to the employees following the receipt from the Insurer;
 - 4.1.7. be entitled to request the Insurer to suspend the health insurance of the insured employees who are no longer employed by the Policyholder and/or to effect the health insurance for new employees who have started their employment with the Policyholder. The Policyholder shall inform the Insurer in writing respectively by specifying the insured employee for which the health insurance should be suspended or the new employee for which the health insurance should be effected, indicating the name, surname, personal code, and the health insurance programme for the latter or other information as agreed by the Parties.
- 4.2. The Insurer shall:
- 4.2.1. ensure that each Policy is effective throughout the validity period according to Clause 2.1 and provide the Services, in accordance with the Agreement, and in particular, the Technical Specification and the Proposal;
 - 4.2.2. precisely comply with and fulfil the provisions of the Agreement in a timely manner;
 - 4.2.3. pay the insurance indemnity, in accordance with the amount, procedure and terms set in the Policy, this Agreement and the applicable law;
 - 4.2.4. in case of occurrence of the insured event, make a decision regarding disbursement of the insurance indemnity and disburse the insurance indemnity within thirty (30) calendar days after

- the day of receipt of all necessary documents, which prove the occurrence of the insured event and the amount of losses;
- 4.2.5. upon the Policyholder's request to provide the Policyholder with information related to the provision of the Services and performance of the Agreement;
 - 4.2.6. In case of termination of the Policy in accordance with the procedure referred to in Clause 2.6 of the Agreement pay back a part of the unused Premium according to Clause 2.6;
 - 4.2.7. provide that the insurance conditions (attached as part of the Proposal) remain unchanged for the whole validity period of the Agreement, if the Policyholder does not consent otherwise;
 - 4.2.8. If during the term of the Agreement any of the Insurance Cards are damaged or lost, the Insurer shall replace them with a new Insurance Card without any additional cost to the Policyholder or the Policyholders employees within 5 (five) business days upon the receipt of the Policyholders request;
 - 4.2.9. immediately, but not later than on the following working day after receiving the Policyholders written request per Clause 4.1.7, to effect the health insurance for new employees who have started their employment with the Policyholder and/or to suspend the health insurance of the insured employees who are no longer employed by the Policyholder;
 - 4.2.10. upon effecting the health insurance for new employees under Clause 4.2.9 the Insurer shall apply the Premium rate under the Proposal which shall be calculated in proportion to the remaining term of the Policy for each new employee of the Policyholder. [FOR LOT 2: The amount of Premium to be paid according to this Clause shall be determined based on the quarter the health insurance is effected according to the Technical Specification;] [FOR LOT 1 and 3: The amount of Premium to be paid according to this Clause shall be calculated for each of the remaining months of the validity period of the Policy, where the number of months shall be rounded up to the nearest whole number];
 - 4.2.11. upon effecting the health insurance for new employees under Clause 4.2.9 and no later than within three (3) working days following the receipt of the Policyholders request under Clause 4.1.7 submit to the Policyholder respective Insurance Cards together with the insurance terms and the respective insurance program for new employees;
 - 4.2.12. upon suspending the health insurance of the insured employees under Clause 4.2.9 submit a credit invoice for the suspended employee and within three (3) working days from the suspension pay back a part of the Premium to the Policyholder proportionate to the unused validity period of the Policy, without deducting administrative expenses. The part of Premium to be paid back according to this Clause shall be calculated for each of the remaining months of the validity period of the Policy, where the number of months shall be rounded down to the nearest whole number;
 - 4.2.13. comply with all of the requirements of the Suppliers Declaration available on the Policyholders' website (here: https://www.railbaltica.org/wp-content/uploads/2021/06/APPENDIX-6_SUPPLIERS-DECLARATION_June_2021.pdf) throughout the term of the Agreement.

5. RESPONSIBILITY OF THE PARTIES

- 5.1. The Policyholder and the Insurer confirm by mutual signing of the Agreement that there are no circumstances prohibiting the Parties to enter into this Agreement.
- 5.2. The Insurer confirms of having all necessary rights in order to provide the Service in accordance with the terms and conditions of this Agreement.
- 5.3. The Parties shall be responsible for failure to fulfil the Agreement or improper fulfilment thereof, as well as for losses caused to the other Party, if they have occurred as a result of activity or inactivity of one Party or employees thereof, as well as activities or neglect caused as a result of gross negligence and evil intent. The Party at fault shall compensate to the other Party the occurring losses.

6. RIGHT TO AUDIT

- 6.1. Notwithstanding anything to the contrary set forth in this Agreement including, the Policyholder itself, a reputable outside independent body or expert engaged and authorized by the Policyholder shall be entitled to inspect and/or audit the Insurer to ensure compliance with the terms of this Agreement, including inspecting and/or auditing:
 - 6.1.1. the performance of any aspect of the Services; and/or
 - 6.1.2. any documentation, including all payrolls, accounts of the Insurer and/or other records used in or related to the performance of the Services.
- 6.2. The Insurer shall provide all reasonable assistance to the Policyholder or the independent body authorized by the Policyholder in carrying out any inspection or audit pursuant to this Section. The

Policyholder shall be responsible for its own costs, or the costs incurred by the outside independent body designated by the Policyholder, incurred toward carrying out such inspection or audit, unless, in the case of any such audit, that audit reveals that the Insurer is not compliant with the terms of this Agreement, in which case the Insurer shall reimburse the Policyholder for all of its additional reasonable costs incurred, provided such non-compliance is material.

- 6.3. The rights and obligations of the Policyholder set forth in accordance with this Section shall survive expiration or termination of this Agreement for any reason and shall continue to apply during ten (10) years following expiration or termination of this Agreement for any reason whatsoever.

7. ON-THE-SPOT VISITS

- 7.1. By submitting a written notice five (5) working days in advance, but at the same time reserving the right of an unannounced on-the-spot visit without an advance notice, the Policyholder may carry out on-the-spot visits to the sites and premises where the activities implemented within the Agreement are or were carried out.
- 7.2. On-the-spot visits may be carried out either directly by authorised staff or representatives of the Policyholder or by any other outside body or third party authorised to do so on behalf of the Policyholder. Information provided and collected in the framework of on-the-spot visits shall be treated on confidential basis. The Policyholder shall ensure that any authorised outside body or third party shall be bound by the same confidentiality obligations.
- 7.3. Insurer shall provide to the performer of the on-the-spot visit or any other authorised outside body or third party access to all the information and documents, including information and documents in electronic format, which is requested by the authorised staff of the performer of the on-the-spot visit or any other authorised outside body or third party for the performance of an on-the-spot visit and which relates to the implementation of the Agreement, as well as shall allow the authorised staff of the performer of the on-the-spot visit or any other authorised outside body or third party the copying of the information and documents, with due respect to the confidentiality obligation.
- 7.4. By virtue of Council Regulation (Euratom, EC) No 2185/961 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities and Regulation (EU) No 883/20132 of the European Parliament and the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF), OLAF may also carry out on-the-spot checks and inspections in accordance with the procedures laid down by European Union law for the protection of the financial interests of the European Union against fraud and other irregularities. Where appropriate, OLAF findings may lead to criminal prosecution under national law.

8. GOVERNING LAW AND RESOLUTION OF DISPUTES

- 8.1. This Agreement shall be governed by and construed in accordance with the law of the Republic of Latvia.
- 8.2. The Parties shall first attempt to settle any dispute, controversy or claim arising out of or relating to this Agreement by way of amicable negotiations.
- 8.3. Should the Parties fail to agree by means of amicable negotiations within the time period of thirty (30) days from the date of serving of the respective written complaint to the other Party, the Parties shall submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the courts of the Republic of Latvia.

9. FORCE MAJEURE

- 9.1. Subject to the requirements set forth in accordance with Clause 9.2 and 9.3, each Party shall be relieved from liability for non-performance of its obligations under this Agreement (other than any obligation to pay) to the extent that the Party is not able to perform such obligations due to a Force Majeure Event.
- 9.2. Each Party shall at all times, following the occurrence of a Force Majeure Event:
- 9.2.1. take reasonable steps to prevent and mitigate the consequences of such an event upon the performance of its obligations under this Agreement;
- 9.2.2. resume performance of its obligations affected by the Force Majeure Event as soon as practicable and use reasonable endeavours in accordance with Good Industry Practice to remedy its failure to perform; and
- 9.2.3. not be relieved from liability under this Agreement to the extent that it is not able to perform, or has not in fact performed, its obligations under this Agreement due to any failure to comply with its obligations under Clause 9.1 of this Agreement.

- 9.3. Upon the occurrence of a Force Majeure Event, the affected Party shall notify the other Party as soon as reasonably practicable and in any event within three (3) working days of it becoming aware of the relevant Force Majeure Event. Such notification shall give sufficient details to identify the particular event claimed to be a Force Majeure Event and shall contain detailed information relating to the failure to perform (or delay in performing), including the date of occurrence of the Force Majeure Event, the effect of the Force Majeure Event on the ability of the affected Party to perform, the action being taken in accordance with Clause 9.2 of the Agreement and an estimate of the period of time required to overcome the Force Majeure Event. The affected Party shall provide the other Party with any further information it receives or becomes aware of which relates to the Force Majeure Event and provide an update on the estimate of the period of time required to overcome its effects.
- 9.4. The affected Party shall notify the other Party as soon as practicable once the performance of its affected obligations can be resumed (performance to continue on the terms existing immediately prior to the occurrence of the Force Majeure Event).
- 9.5. As soon as practicable after the notification specified pursuant to Clause 9.4 of the Agreement, the Parties shall use reasonable endeavours to agree appropriate terms or modifications to the scope of Service to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of this Agreement.

10. CONFIDENTIALITY

- 10.1. “Confidential Information” means, in relation to the Policyholder, all information of a confidential nature relating to the Policyholder and its affiliates which is supplied by the Policyholder (whether before or after the date of this Agreement) to the Insurer, either in writing, orally or in any other form and includes all analyses, compilations, notes, studies, memoranda and other documents and information which contain or otherwise reflect or are derived from such information, but excludes information which:
 - 10.1.1. the Policyholder confirms in writing is not required to be treated as confidential; or
 - 10.1.2. the Insurer can show that the Confidential Information was in its possession or known to it (by being in its use or being recorded in its files or computers or other recording media) prior to receipt from the Policyholder and was not previously acquired by the Insurer from the Policyholder under an obligation of confidence; or
 - 10.1.3. was developed by or for the Insurer at any time independently of this Agreement.
- 10.2. Subject to the terms of this Section, the Insurer shall:
 - 10.2.1. at all times keep confidential all Confidential Information received by it and shall not disclose such Confidential Information to any other person; and
 - 10.2.2. procure that its affiliates and its and their respective officers, employees and agents shall keep confidential and not disclose to any person any Confidential Information except with the prior written consent of the Party to which such Confidential Information relates.
- 10.3. Notwithstanding anything to the contrary set forth in accordance with this Section, the Insurer shall, without the prior written consent of the Policyholder be entitled to disclose Confidential Information:
 - 10.3.1. that is reasonably required by the Insurer in the performance of its obligations pursuant to this Agreement, including the disclosure of any Confidential Information to any employee, Insurer, agent, officer, Sub-Contractor (of any tier) or adviser to the extent necessary to enable the Insurer to perform its obligations under this Agreement;
 - 10.3.2. to its lenders or their professional advisers, any rating agencies, or its insurance advisers but only to the extent reasonably necessary to enable a decision to be taken on the proposal;
 - 10.3.3. to the extent required by applicable law of [LATVIA/LITHUANIA/ESTONIA] or pursuant to an order of any court of competent jurisdiction, any parliamentary obligation or the rules of any stock exchange or governmental or regulatory authority having the force of law in [LATVIA/LITHUANIA/ESTONIA]; or
 - 10.3.4. to the extent Confidential Information has become available to the public other than as a result of any breach of an obligation of confidence; provided that any such disclosure is made in good faith.
- 10.4. Whenever disclosure is permitted to be made pursuant to Clauses 10.3.1 or 10.3.2 the Insurer shall require that the recipient of Confidential Information be subject to equivalent obligation of confidentiality as that contained in this Agreement.
- 10.5. If this Agreement is terminated for whatsoever reason, the Insurer, to the extent not contrary to the imperative requirements of the applicable law, shall:
 - 10.5.1. return to the Policyholder all of the Confidential Information then within the possession or control of the Insurer; or

- 10.5.2. destroy such Confidential Information using a secure and confidential method of destruction.

11. VISIBILITY REQUIREMENTS

- 11.1. At all times during provision of the Service, the Insurer undertakes to comply with each of the following requirements:
- 11.1.1. Any report, brochure, document or information related to the Service provided by the Insurer to the Policyholder or any other person or which the Insurer makes publicly available shall include each of the following:
- 11.1.1.1. a funding statement which indicates that the Agreement is financed from CEF funds substantially in the following form: “Co-financed by the Connecting Europe Facility of the European Union”;
- 11.1.1.2. with respect to printed materials, a disclaimer releasing the European Union from liability with respect to any contents of any distributed materials substantially in the form as follows: “The sole responsibility of this publication lies with the author. The European Union is not responsible for any use that may be made of the information contained therein”. The disclaimer in all official languages of the European Union can be viewed on the website <https://ec.europa.eu/inea/connecting-europe-facility/cef-energy/beneficiaries-info-point/publicity-guidelines-logos>; and
- 11.1.1.3. the flag of the Council of Europe and the European Union.
- 11.1.2. Requirements set forth in Clause 11.1.1.1 and 11.1.1.3 of the Agreement can be fulfilled by using the following logo:



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

in the event the Insurer decides to utilize the above logo, the Insurer shall ensure that the individual elements forming part of the logo are not separated (the logo shall be utilized as a single unit) and sufficient free space is ensured around the logo; and

- 11.1.3. in order to comply with the latest applicable visibility requirements established by the European Union, the Insurer shall regularly monitor changes to visibility requirements; as of the Effective Date, the visibility requirements are available for review on the webpage <https://ec.europa.eu/inea/connecting-europe-facility/cef-energy/beneficiaries-info-point/publicity-guidelines-logos>.

12. AUTHORISED PERSONS OF THE PARTIES

- 12.1. The Policyholder and the Insurer shall appoint an officer, employee or individual to serve as its representative toward the implementation of the Agreement and supply or receipt of the Service with full authority to act on its behalf in connection with this Agreement, without the right to conclude amendments to the Agreement (hereinafter, the “Representative”), the initial Representatives having been identified under Clause 12.3 and 12.4. Any restriction placed by either Party on its Representative’s authority shall be notified to the other Party in writing to be effective. The Representatives may delegate their authority by notice in writing specifying the contact information of the delegate and specifying the scope of authority so delegated.
- 12.2. Each Party may replace or remove any Representative by notifying in writing the other Party immediately, but not later than 1 (one) day after the replacement or the removal of the respective Representative.
- 12.3. During the control of fulfilment of the Agreement the responsible person of the Policyholder shall be: [●].
- 12.4. During the control of fulfilment of the Agreement the responsible person of the Insurer shall be: [●].

13. DATA PROCESSING

- 13.1. According to the requirements of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data

Protection Regulation) (the "Regulation"), the Policyholder is a "controller" within the meaning of Article 4(7) of the Regulation, the Insurer is a "processor" within the meaning of Article 4(8) of the Regulation.

- 13.2. The nature and purpose for personal data processing under the Agreement is the provision of health insurance services to the Policyholders employees in [LATVIA/LITHUANIA/ESTONIA]. The Agreement provides for the transfer of the following personal data of the Policyholders' employees to the Insurer: name, surname, personal identity number, address, phone number, e-mail [TO BE SPECIFIED, IF NEEDED]. The mentioned types of personal data refer to the Policyholders employees subject to health insurance under the Agreement. The personal data shall be processed by the Processor throughout the term of the Agreement.
- 13.3. To ensure the compliance of the data processing hereunder, the Policyholder is entitled to:
 - 13.3.1. to provide the Insurer with binding instructions in writing regarding the procedure and conditions for the processing of personal data;
 - 13.3.2. to control the Insurer's ability to comply with the Agreement;
 - 13.3.3. to immediately and unilaterally terminate the Agreement if the Insurer fails to fulfil its obligations or does not take adequate measures to protect personal data.
- 13.4. The Insurer is obliged to:
 - 13.4.1. process personal data only according to the applicable laws and documented instructions of the Policyholder, if any;
 - 13.4.2. inform the Policyholder immediately if its instructions do not comply with the applicable laws;
 - 13.4.3. transfer personal data to other persons (including, but not limited to external web servers and cloud drives) or outside the EU only in accordance with the permission of the Policyholder;
 - 13.4.4. ensure that the persons involved in the processing have undertaken to respect confidentiality, and do not carry out actions with personal data without or contrary the Agreement or the instructions of the Policyholder;
 - 13.4.5. notify the Policyholder before engaging sub-processor. The Insurer ensures by the written agreement with the sub-processor that the sub-processor complies with equivalent conditions for the processing of personal data as the Policyholder has set for the Insurer;
 - 13.4.6. ensure the fulfilment of personal data transfer requirements in accordance with Articles 45-46 of the Regulation, if the Insurer (or its engaged sub-processor) transfers personal data outside the EU (including, but not limited to external web servers and cloud drives) with the authorisation of the Policyholder;
 - 13.4.7. immediately notify the Policyholder of the establishment of a personal data security violation (including, but not limited to: illegal data leakage, disclosure, alteration, erasing, unavailability, loss, processing contrary to instructions, etc.);
 - 13.4.8. considering the nature of data processing, to assist the Policyholder (without carrying out external communication on behalf of the Policyholder without a prior authorisation) to the reasonable extent in:
 - 13.4.8.1. administering and executing requests from data subjects, including informing the Policyholder about the received requests;
 - 13.4.8.2. ensuring the security of personal data processing;
 - 13.4.8.3. the establishment of personal data security violations, the preservation of evidence;
 - 13.4.8.4. carrying out the assessment of the impact on the protection of personal data and/or provision of prior consultation with the supervisory authority.
 - 13.4.9. implement appropriate technical and organisational measures, taking into account the potential risks:
 - 13.4.9.1. to carry out the pseudonymisation and encryption of personal data, where necessary;

- 13.4.9.2. to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- 13.4.9.3. to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident.
- 13.4.10. in accordance with the Policyholder's instructions, to delete or return all the personal data (deleting all the copies) to the Policyholder after the end of the provision of Services or after request of the Policyholder for termination of personal data processing, unless the applicable law requires storage of the personal data;
- 13.4.11. provide to the Policyholder all information to demonstrate the compliance of the processing activities with the Regulation and this Agreement;
- 13.4.12. provide the Policyholder (or its mandated auditors) with the support and the possibility to perform a thorough audit of the personal data processing process, providing all the necessary information and explanations and access to the premises where the personal data is processed;
- 13.4.13. assume full responsibility towards the Policyholder for the processing of personal data and personal data security breaches related to it;
- 13.4.14. document the actions taken with personal data;
- 13.4.15. use secure communication channels for transferring personal data;
- 13.4.16. cooperate with the supervisory authority of the Policyholder, if it exercises its statutory rights;
- 13.4.17. train its staff about personal data protection issues;
- 13.4.18. inform the Insurer of any material circumstances that may affect the security of the personal data processing and fulfilment of the Agreement;
- 13.4.19. designate a data protection officer in case it is necessary under the Regulation.
- 13.5. When processing personal data under the Agreement, the Insurer shall at least ensure that:
 - 13.5.1. only authorised persons can access the technical resources used for the processing and protection of personal data (including personal data);
 - 13.5.2. storage mediums and resources containing personal data are transferred or processed by authorised persons;
 - 13.5.3. the authorised persons carry out the processing of personal data, as well as ensure the possibility to identify the personal data that has been processed without the appropriate authorisation, as well as the time of the processing and the person who performed it;
 - 13.5.4. in case of transfer or receipt of personal data, the information about the time of transfer/receipt of personal data, the person who received personal data and the personal data which have been transferred is recorded;
 - 13.5.5. the use of physical and logical security measures ensuring:
 - 13.5.5.1. protection against personal data hazards arising from physical impact;
 - 13.5.5.2. protection through software tools, passwords, encryption, cryptography and other logical security measures.

14. FINAL PROVISIONS

- 14.1. In carrying out the Services, the Insurer may only rely on the services of those approved Sub-Contractors and Staff listed in *Annex D: List of approved Sub-Contractors and Staff*, as such list may, from time to time, be modified or supplemented in agreement with the Policyholder and in accordance with the terms and subject to the criteria contained in the applicable Public Procurement Law of the Republic of Latvia. Parties shall specify the name, contact details and legal representative(s) of each approved Sub-Contractor as of the Effective Date in *Annex D: List of approved Sub-Contractors and Staff*. The Insurer shall have an obligation to notify the policyholder in writing of any changes to approved Sub-Contractor and Staff data specified in *Annex D List of approved Sub-Contractors and*

- Staff occurring during the term of this Agreement and of the required information for any new sub-contractors or staff member which it may subsequently engage toward provision of the Services.
- 14.2. Pursuant to the Public Procurement Law of the Republic of Latvia the Insurer shall obtain prior written consent of the Policyholder for the replacement of each approved Sub-Contractor and Staff indicated in *Annex D: List of approved Sub-Contractors and Staff* and involvement of additional Sub-Contractors or Staff.
- 14.3. Review and evaluation of the replacement of approved Sub-Contractors and Staff shall be carried out, and the consent or refusal to give consent shall be rendered by the Policyholder in accordance with Article 62 of the Public Procurement Law of the Republic of Latvia.
- 14.4. The Insurer shall retain the complete responsibility for the proper performance of all of its obligations under this Agreement, and any act, failure to act, breach or negligence on the part of any of its sub-contractors shall, for the purposes of this Agreement, be deemed to be the act, failure to act, breach or negligence of the Insurer.
- 14.5. If any provision of this Agreement shall be held to be illegal, invalid, void or unenforceable under Applicable Laws, the legality, validity and enforceability of the remainder of this Agreement shall not be affected, and the legality, validity and enforceability of the whole of this Agreement shall not be affected.
- 14.6. The Policyholder and the Insurer each bind themselves, their successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect to all covenants of this Agreement. Neither Party shall assign or transfer its respective interest in the Agreement without written consent of the other Party.
- 14.7. No amendment to or variation of this Agreement shall be effective unless made in writing and signed by the duly authorized representatives of both Parties.
- 14.8. For the purpose of the Agreement, a reference to "writing" shall include an e-mail transmission and any means of reproducing words in a tangible and permanently visible form between the authorised representatives of the Parties under the Agreement.
- 14.9. This Agreement, and the Annexes hereto, constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes and extinguishes all and any prior drafts, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.
- 14.10. This Agreement is executed as an electronic document.

15. DETAILS AND SIGNATURES OF THE PARTIES

For and on behalf of the Policyholder:

For and on behalf of the Insurer:

Name, title: [●]

Name, title: [●]

*THIS DOCUMENT IS SIGNED ELECTRONICALLY WITH SAFE ELECTRONICAL SIGNATURE
AND CONTAINS TIME SEAL*

Annex A: Technical specification

Annex B: Insurer's Technical Proposal

Annex C: Insurer's Financial Proposal

Annex D: List of approved Sub-Contractors and Staff