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Approved by  
RB Rail AS open competition “Travel Agency services for business trips”

Procurement commission’s decision,   
session minutes No 1, dated March 14, 2022

With amendments approved by RB Rail AS open competition “Travel Agency services for business trips”

Procurement commission’s decision,   
session minutes No 6, dated April 7, 2022

With amendments approved by RB Rail AS open competition “Travel Agency services for business trips”

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With amendments approved by RB Rail AS open competition “Travel Agency services for business trips”

Procurement commission’s decision,   
session minutes No 3, dated March 25, 2022

REGULATIONS

FOR THE OPEN COMPETITION

“TRAVEL AGENCY SERVICES FOR BUSINESS TRIPS”

(Identification No RBR 2022/4)



Riga

2022

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Regulations

1. Abbreviations and terms
   1. **Common procurement vocabulary (CPV)** – a nomenclature approved by the European Union which is applied in public procurement procedures;
   2. Contract (also Agreement) - signed agreement between Contracting authority and a Contractor to provide services defined in this agreement;
   3. Contracting authority (also the Contracting entity) - the joint stock company RB Rail AS, registration number 40103845025, legal address: Satekles street 2b, Riga, LV-1050, Latvia;
   4. Contractor - service provider awarded the right to enter the Contract in open competition to provide services in accordance with requirements stipulated in Regulations and Contract;
   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 2022/4);
   6. Open competition (also procurement) - a procurement procedure “Travel Agency services for business trips” (identification number: RBR 2022/4) in which all interested Suppliers are entitled to submit their Proposals;
   7. Procurement commission – commission the composition of which has been established by the joint stock company RB Rail AS, order No 1.9-2022-5, dated March 2nd 2022, issued by the Management Board of joint stock company RB Rail AS;
   8. Proposal - documentation package the Tenderer submits to participate in the open competition;
   9. Regulations – regulations of the open competition “Travel Agency services for business trips” (identification number: RBR 2022/4), as well as all the enclosed annexes;
   10. 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;
   11. Tenderer – a Supplier which has submitted a Proposal.
2. General information
   1. The identification number of the open competition is No RBR 2022/4.
   2. The applicable CPV code is: 63510000-7 (travel agency and similar services).
   3. The open competition is co-financed by the Connecting Europe Facility (CEF).
   4. Subject of matter of the open competition is not divided to a lots.
   5. The Tenderer is not permitted to submit variants of the Proposal.
   6. This open competition is organized in accordance with the Public Procurement Law of the Republic of Latvia 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”).
   7. This open competition is carried out using E-Tenders system which is subsystem of the Electronic Procurement System (<https://www.eis.gov.lv/EKEIS/Supplier/Organizer/3001>).
   8. The open competition Regulations (hereinafter – Regulations) and all its annexes are freely available in Contracting Authority’s profile in the E-Tenders system at webpage [https://www.eis.gov.lv/EKEIS/Supplier/Procurement/74388](https://www.eis.gov.lv/EKEIS/Supplier/Procurement/74388 ) and the Internet webpage of the Contracting Authority <http://railbaltica.org/tenders/>.
   9. Amendments to the open competition Regulations and answers to suppliers’ questions shall be published on the E-Tenders system’s webpage [https://www.eis.gov.lv/EKEIS/Supplier/Procurement/74388](https://www.eis.gov.lv/EKEIS/Supplier/Procurement/74388 ) and the Contracting Authority's Internet webpage <http://railbaltica.org/tenders/>. It is the supplier’s responsibility to constantly follow the information published on the webpage and E-Tenders system and to take it into consideration in its proposal.
   10. Contact person of the Contracting Authority for this open competition - in administrative aspects of the open competition: Procurement specialist Anastasia Lucevica, telephone: +371 20362726, e-mail address: anastasija.lucevica@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.
   11. The Procurement Commission and the supplier exchange information in writing in English or Latvian (accompanied by a translation in English), by sending documents electronically via e-mail or using E-Tenders system.
   12. The supplier can request additional information regarding the Regulations. Additional information can be requested in writing, by sending it to the Procurement Commission electronically via e-mail or using E-Tenders system. Additional information must be requested in a timely fashion, so that the Procurement Commission can give it a reply no later than 6 (six) days prior to the deadline for proposal submission. The Procurement Commission shall provide additional information within 5 (five) Business days from the day of receipt of the request.
   13. The Supplier covers all expenses, which are related to the preparation of the Proposal and its submission to the Contracting Authority. Under no circumstances will the Contracting Authority be liable for compensation of any costs and damages related to the preparation and submission of the Proposal (including, inter alia, costs associated with any site visits) or the Supplier’s participation in the procurement exercise.
3. The rights of the Procurement Commission
   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 without charge in public data bases.
   2. If the Tenderer submits document derivatives (e.g. copies), then in case of doubt about the authenticity of the submitted document derivation the Procurement Commission can demand that the Tenderer shows the original documents.
   3. During proposal assessment, the Procurement Commission has the right to demand that the included information is clarified.
   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 *“Iepirkuma 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.
4. The obligations of the Procurement Commission
   1. The Procurement Commission ensures the documentation of the process of the open competition procedure.
   2. The Procurement Commission ensures free and direct electronic access to the open competition procedure documents in Contracting Authority’s profile at the E-Tenders system’s webpage [https://www.eis.gov.lv/EKEIS/Supplier/Procurement/74388](https://www.eis.gov.lv/EKEIS/Supplier/Procurement/74388 ) and at the Internet webpage of the Joint-Stock Company RB Rail AS <http://railbaltica.org/tenders/>.
   3. If an interested Supplier has in a timely fashion in writing by post or electronically, or delivering in person, requested additional information about the requirements included in open competition procedure documents regarding the preparation and submission of the Proposal or regarding the selection of Tenderers, the Procurement Commission provides a response electronically within 5 (five) Business days, but not later than 6 (six) days before the deadline for submitting proposals. Simultaneously with sending this information to the supplier who had asked the question, the Contracting Authority publishes this information in Contracting Authority’s profile on the E-Tenders system’s webpage [https://www.eis.gov.lv/EKEIS/Supplier/Procurement/74388](https://www.eis.gov.lv/EKEIS/Supplier/Procurement/74388 ) and on its Internet webpage [http://railbaltica.org/tenders/](http://railbaltica.org/global-forum-day-1-presentations/), where open competition procedure documents are available, indicating the question asked.
   4. If the Contracting Authority has amended the open competition procedure documents, it publishes this information in Contracting Authority’s profile on the E-Tenders system’s webpage [https://www.eis.gov.lv/EKEIS/Supplier/Procurement/74388](https://www.eis.gov.lv/EKEIS/Supplier/Procurement/74388 ) and on the Contracting Authority's Internet webpage <http://railbaltica.org/tenders/>, where open competition procedure documents are available, no later than 1 (one) day after the notification regarding the amendments has been submitted to Procurement Monitoring Bureau for publication.
   5. The exchange and storage of information is carried out in such a way that all data included in the Proposals is protected and the Contracting Authority can check the content of the Proposals only after the expiration of the deadline for their submission. In time between the day of the submission of Proposals till the moment of opening thereof the Contracting Authority does not disclose information regarding the existence of other Proposals. In the time of Proposal assessment till the moment of the announcement of the results the Contracting Authority does not disclose information regarding the assessment process.
   6. The Procurement Commission assesses the Tenderers and their submitted Proposals based on the Public Procurement Law, open competition procedure documents, as well as other regulatory enactments.
   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.
   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/74388](https://www.eis.gov.lv/EKEIS/Supplier/Procurement/74388 ) and on the Contracting Authority's webpage [http://railbaltica.org/tenders/](http://railbaltica.org/tenders/164-2/) within 5 (five) Business days from day when the decision about the results of the open competition is taken.
5. The rights and obligations of the Tenderer
   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/>).
   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.
   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.
   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. The Tenderer shall follow and comply with all requirements established in the Regulations of this open competition.
6. **Subject-matter of the Open competition** 
   1. Subject matter of the open competition is – Travel Agency services for Latvia, Lithuania and Estonia which are necessary to provide international and local business trips: reservation, delivery and, if necessary, change and cancellation of air, rail, road and water transport tickets; transfer processing and, if necessary, also change and cancellation; hotel reservations, delivery of reservations and, if necessary, change and cancellation; deposit, if required by the hotel reservation system; reservation of meeting rooms; processing and delivery of visas and, if necessary, cancellation; car rental reservation and, if necessary, cancellation; Subject-matter of the open competition is included in Annex No 2 “Technical specification” to the Regulations.
   2. The total price of Contract shall not exceed EUR 900 000,00 (nine hundred thousand *euro*, 00 *euro* cents).
   3. The Contracting Authority is not obliged to absorb the entire amount of Contract price. Within execution of Contract Contracting Authority is not related with a specific volume of services and make orders in compliance with its needs and finances.
   4. Place of execution of the Procurement Contract: Latvia.
   5. Time for provision of the services is 36 (thirty-six) months starting from the commencement date. The Contract for provision of the Services must be valid 36 (thirty-six) months or until the Total Contract value is reached, whichever comes first.
7. Tenderer
   1. The proposal can be submitted by:
      1. A supplier, who is a legal or natural person (hereinafter – Tenderer) and who complies with the selection criteria for Tenderers;
      2. A group of suppliers (hereinafter also – Tenderer, partnership) which complies with the selection criteria for Tenderers:
         1. A group of suppliers who have formed a partnership for this open competition. In this case all the members of the partnership shall be listed in Annex 1 “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.
         2. An established and registered partnership (a general partnership or a limited partnership, within the meaning of Latvian Commercial Law, Chapter IX and X) (hereinafter also – Tenderer) which complies with the selection criteria for Tenderers.
8. Selection criteria for Tenderers
   1. Exclusion grounds

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 (Exclusion ground) | Documents to be submitted after Procurement commission`s request[[1]](#footnote-2) |
| --- | --- | --- |
| 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 authorized 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 an 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 authorized to represent the Tenderer in operations in relation to a branch, who is registered or residing in Latvia, the Contracting authority shall verify the information itself in publicly available databases.   * For a Tenderer and a person who is Tenderer’s management board or supervisory board member, person with representation rights or a procura holder, or a person who is authorized to represent the Tenderer in operations in relation to a branch, who is registered or residing outside of Latvia the Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence. |
| 8.1.2. | It has been detected that on the last day of Proposal submission term and on the day when a decision has been made on possible granting of rights to conclude the procurement contract, the Tenderer has tax debts in Latvia or a country where it has been incorporated or is permanently residing, including debts of mandatory state social insurance contributions exceeding 150 euro in total in any of the countries. | * For a Tenderer registered or residing in Latvia Contracting Authority shall verify the information itself in publicly available databases. * For a Tenderer registered or residing outside of Latvia Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence. |
| 8.1.3. | 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 shall verify the information itself in publicly available databases. * For a Tenderer registered or residing outside of Latvia Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence. |
| 8.1.4. | 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. |
| 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 shall verify the information itself in publicly available databases. * For a Tenderer registered or residing outside of Latvia Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence or other objective proof of good standing. For example, a link to the database of the competent authority’s public database (website) listing all its decisions and validity thereof (provided that access to any such database/website is free of charge to the Contracting Authority). |
| 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 shall verify the information itself in publicly available databases. * For a Tenderer registered or residing outside of Latvia Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence. |
| 8.1.8. | 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, which must be submitted about persons, who start working. | * For a Tenderer registered or residing in Latvia Contracting authority shall 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. |
| 8.1.9. | The Tenderer has provided false information to prove its compliance with provisions of this Section 8.1 of the Regulations 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]](#footnote-3) company (legal person) or offshore association of persons. | * For a Tenderer which is registered in Latvia Contracting Authority shall verify the information itself in publicly available databases. * For the Tenderer and each member of the partnership (if Tenderer is an unregistered partnership) which is a legal person registered abroad – a copy of a valid registration certificate or a similar document issued by a foreign authority in charge of the registration of legal persons in the country of their residence wherefrom at least the fact of registration. |
| 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 shall verify the information itself in publicly available databases;   + if such information by publicly available data bases is not provided, Tenderer shall submit self – declaration which approves fact that there are no registered owners or shareholders of the Tenderer (with more than 25% of share capital) who are registered offshore. |
| 8.1.12. | The subcontractors indicated by the Tenderer whose share of services is equal to or exceeds 10% of the Contract price or  a 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 shall verify the information itself in publicly available databases; * For a subcontractor or person on whose capacities Tenderer is relying which is a legal person registered abroad (with its permanent place of residence abroad) – a copy of a valid registration certificate or a similar document issued by a foreign authority in charge of the registration of legal persons in the country of their residence wherefrom at least the fact of registration. |
| 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:   1. Tenderer or a person who is the Tenderer’s management board or supervisory board member, beneficial owner[[3]](#footnote-4), person with representation rights or a procura holder, or a person who is authorised to represent the Tenderer in operations in relation to a branch, 2. member of the partnership or a person who is the partnership’s management board or supervisory board member, beneficial owner[[4]](#footnote-5), person with representation rights or a procura holder (if the Tenderer is a partnership),   and such sanctions can affect the execution of the Procurement contract. | * For a Tenderer registered or residing in Latvia Contracting Authority shall verify the information itself from the Register of Enterprises of the Republic of Latvia. * For a Tenderer registered or residing outside of Latvia Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence with all the information necessary for the examination regarding the Tenderer or a member of the partnership if the Tenderer is a partnership), including but not limited, information about beneficial owner or the fact that there is no possibility to find out the beneficial owner. |

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

| No | Requirement | Documents to be submitted |
| --- | --- | --- |
| 8.2.1. | **The Tenderer** or **all members of the partnership** (if the 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 country requires registration of natural or legal persons). | * For a Tenderer which is a legal person (or a member of 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) registered in Latvia the Contracting Authority shall verify the information itself in publicly available databases. * For a Tenderer which is a natural person (or a member of 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) – a copy 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) – 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 abilities a Tenderer relies to certify its compliance – 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 – 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 can be determined.** * If proposal is submitted by a partnership, the Proposal shall include document (e.g. statement, confirmation or agreement or letter of intention to enter in such agreement, or any other similar document) signed by all members on the participation in the procurement, which lists responsibilities of each and every partnership member and a commitment to fulfil the procurement contract in the respective area, and which authorizes one key member to sign the proposal and other documents, to receive and issue orders on behalf of the partnership members, and with whom all payments will be made. * If the Tenderer relies on the abilities 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 6 and Annex 7 (in case the Tenderer relies on the abilities 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, or a person on whose abilities a 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 authorisation (e.g. power of attorney or registration certificate) and stating the authorisations 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 abilities a Tenderer relies, or subcontractor. * For a Tenderer which is a legal person (or a member of a partnership, a person on whose abilities a Tenderer relies, or subcontractor, registered in Latvia, the Contracting Authority shall verify the information itself in publicly available databases. * If the Tenderer, or a member of a partnership, or a person on whose abilities a 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). |
| 8.2.3. | The Tenderer, or member of partnership who will provide Travel Agent or Travel  operator services (if proposal is submitted by partnership), or subcontractor who will provide Travel Agent or Travel operator services must be registered in Register of Travel operators and agents of Republic of Latvia[[5]](#footnote-6) or in equal register abroad.  Providing valid relevant certification must be ensured during the performance of Contract. | * For a Tenderer, or member of partnership who will provide Travel Agent or Travel operator services (if proposal is submitted by partnership), or subcontractor who will provide Travel Agent or Travel operator services and which are registered in Latvia the Contracting Authority shall verify the information itself in publicly available database on the website of the Register of Travel operators and agents <https://registri.ptac.gov.lv/lv/turisma-operatoru-un-agentu-datubaze> * For a Tenderer, or member of partnership who will provide Travel Agent or Travel operator services (if proposal is submitted by partnership), or subcontractor who will provide Travel Agent or Travel operator services and which are registered abroad - a copy of a valid registration certificate or a similar document which certifies fact of registration in equal register (only if the legislation of the respective country requires registration). * Tenderer, or member of partnership who will provide Travel Agent or Travel operator services (if proposal is submitted by partnership), or subcontractor who will provide Travel Agent or Travel operator services and which are not yet registered in Register of Travel operators and agents of Republic of Latvia or equal register abroad must submit confirmation that within 10 (ten) working days from the moment when Contract will be awarded to Tenderer it will register in Register of Travel operators and agents of Republic of Latvia or relevant register abroad. |
| 8.2.4. | The Tenderer, or member of partnership who will provide Travel Agent or Travel  operator services (if proposal is submitted by partnership), or subcontractor who will provide Travel Agent or Travel operator services must be a member of International Air Transport Association (hereinafter – IATA) or member or agent of association which functions are equal to IATA. Providing valid relevant membership must be ensured during the performance of Contract. | * Tenderer, or member of partnership who will provide Travel Agent or Travel operator services (if proposal is submitted by partnership), or subcontractor who will provide Travel Agent or Travel operator services must submit a certified copy of valid certificate issued by IATA or certified copy of valid certificate issued by association which functions are equal to IATA. * Tenderer, or member of partnership who will provide Travel Agent or Travel operator services (if proposal is submitted by partnership), or subcontractor who will provide Travel Agent or Travel operator services and which are not yet a member of IATA or association which functions are equal to IATA must submit confirmation that within 10 (ten) working days from the moment when Contract will be awarded to Tenderer it will become a member of IATA or of association which functions are equal to IATA. |

* 1. Economic and financial standing

| No | Requirement | Documents to be submitted |
| --- | --- | --- |
| 8.3.1. | The Tenderer’s or all members of the partnership together (if the Tenderer is a partnership and confirms the average financial turnover jointly), **average financial turnover within the last 3 (three) financial years, i.e. 2018, 2019, 2020 is not less than EUR 900 000, 00 (nine hundred thousand *euros*, 00 *euro* cents)**  In the event the average financial turnover of a limited liability member of a limited partnership (within the meaning of Latvian Commercial Law, Chapter X) exceeds its investment in the limited partnership, the average financial turnover shall be recognized in the amount of the investment in the limited partnership.  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 8 (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 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 8.** * 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 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. |
| 8.3.2. | The Tenderer or each member of the partnership (if the Tenderer is a partnership) on whose financial and economic capabilities the partnership is relying and who shall be financially and economically responsible for fulfilment of the procurement contract shall have stable financial and economic performance, namely, in the last audited financial year (2020) shall have:   1. liquidity ratio (current assets divided by short-term liabilities) equal to or exceed 1 (one); 2. positive equity capital; | * Filled in and signed Annex 8 (by the Tenderer and each member of the partnership (only those on whose financial 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 audited annual financial report is not required by the law of the country of residence of the Tenderer) annual financial report for financial year 2020, showing the balance and calculation that proves positive equity and liquidity ratio. * If annual financial report for financial year 2020 is not available yet, Tenderer shall submit other documents showing the annual financial turnover and financial indicators in order to calculate equity of the Tenderer for the financial year 2020 (or last available financial year). |

* 1. Technical and professional ability

| No | Requirement | Documents to be submitted |
| --- | --- | --- |
| 8.4.1. | Within the last 3 (three) years (2019, 2020, 2021) until the date of submission of the proposal) the Tenderer has gained experience as the main contractor in the execution of at least 2 (two) contracts with the same subject matter[[6]](#footnote-7) with the value of not less than EUR 320 000, 00 (three hundred and twenty thousand *euro*, 00 *euro* cents) for each contract (amendments on March 25th, 2022)**.** The contract have to be completed and accepted or if ongoing, then the value of completed and accepted services must be not less than the value indicated above. | * Filled in and signed Annex 9 |
| 8.4.2. | The Tenderer shall provide at least 2 (two) accredited consultants with a valid CTC (Certified Travel Consultant) or IATA Travel and Tourism Consultant certification or IATA Foundation in Travel and Tourism certificate or a certificate of equal quality, who will be directly responsible for the service of orders, will replace each other during their absence and who will each be able to communicate with the Contracting Authority’s employees in English. Providing valid relevant certification must be ensured during the performance of Contract. | * Tenderer shall provide valid copies of the certificates awarded to the consultants or an equal documents which certify compliance with requirements of Sub-clause 8.4.2. along with filled and signed Annex 10 |

* 1. Notices and other documents, which are issued by Latvian competent institutions, are accepted and recognized by the Procurement Commission, if they are issued no earlier than 1 (one) month prior to submission thereof or if the notice contains a shorter validity term. Notices and other documents, which are issued by foreign competent institutions, are accepted and recognized by the Procurement Commission, if they are issued no earlier than 6 (six) months prior to submission thereof or if the notice contains a shorter validity term. The Tenderer must verify the latter. This rule does not apply to expert’s diploma providing relevant level of education, fact of registration supporting documents, copies of ID cards, passports, marriage certificates or documents certifying economic standing of the Tenderer.
  2. If the documents, with which a Tenderer registered or permanently residing abroad can certify its compliance with the requirements of Section 8.1, 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 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. self-statements, sworn-statements/declarations on oath), the Tenderer has to provide (indicate) legal grounds to law or enactment in accordance with such self-statements or declarations on oath have been given.
  3. If the Tenderer complies with any of the exclusion grounds mention in Section 8.1. (except tax debts), the Tenderer indicates this fact in Annex No 1. If it has been detected that on the last day of Proposal submission term or on the day when a decision has been made on possible granting of rights to conclude the procurement contract, the Tenderer has tax debts in Latvia or a country where it has been incorporated or is permanently residing, including debts of mandatory state social insurance contributions exceeding 150 euro in total in any of the countries, Procurement Commission acts in accordance with order established in Section (5) and (6) of the Article 42 of Public Procurement Law of the Republic of Latvia.
  4. Exclusion grounds will be verified in accordance with the Regulations stipulated in Article 42 and Article 43 of the Public Procurement Law. If the Tenderer is subject to any of the exclusion grounds under Section 8.1. 1. and 8.1.3. – 8.1.8., the Tenderer shall indicate this fact in application (Annex No 1) and provide explanations and evidences regarding the reimbursement of the damage caused or an agreement on the reimbursement of the damage caused, cooperation with the investigating authorities and the technical, organizational or personal management measures taken to demonstrate their reliability and prevent recurrence of the same and similar cases in the future.
  5. If the Tenderer doesn’t submit explanations and evidences, Contracting Authority shall exclude the Tenderer from participating in the procurement procedure as compliant to the exclusion grounds under Section 8.1.1. and 8.1.3. – 8.1.8.
  6. Contracting Authority shall evaluate the measures taken by the Tenderer, member of the partnership (if the Tenderer is a partnership) and evidences thereof, taking into account the severity of the criminal offence or infringement and the specific circumstances. The Contracting Authority may request from the competent authorities in the relevant field of criminal offence or infringement concerned opinions whether the measures taken by the Tenderer are sufficient to restore reliability and to prevent the same or similar cases in the future. The opinion shall not be requested if it is already available for the Contracting Authority or the Tenderer has submitted an opinion of the relevant authority in the field of criminal offence or infringement regarding the sufficiency of the measures taken by the relevant Tenderer for the restoration or reliability and for the prevention of the same and similar cases in the future.
  7. If the Tenderer considers the measures taken to be sufficient to restore reliability and prevent similar cases in the future, Contracting Authority shall take a decision not to exclude the relevant Tenderer from participating in the procurement procedure. If the measures taken are insufficient, the Contracting Authority shall take a decision to exclude the Tenderer from further participating in the procurement procedure.
  8. The Tenderer, in order to certify that it complies with the selection criteria indicated in Section 8 of Regulations, may submit the European single procurement document as initial proof. This document must be submitted electronically, and for each person upon whose capabilities the Tenderer relies, and for each of their indicated subcontractors, the share of whose work is equal to or exceeds 10 % (ten percent) of the value of the Contract, but if the Tenderer is a partnership – for each member thereof. In order to fill in the European single procedure document the Tenderer uses the "ESPD.xml" file at the Internet webpage <http://espd.eis.gov.lv/> (*Electronical procurement system of Latvia*).
  9. In case any of requirements related to the exclusion grounds and stipulated in this Regulations differs from the requirements established in the Public Procurement Law of Republic of Latvia, Regulations of the Public Procurement Law of Republic of Latvia shall prevail, and the Procurement Commission will act in accordance with the requirements established in the respective law.

1. Reliance on the capabilities of other persons
   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:
      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 6, 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.**
      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.**

* + 1. 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.
    2. 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.
    3. 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.
    4. 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**.
  1. 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 ‎8.1.‎8. and 8‎.1.12. 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.

1. Subcontracting
   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 7, 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**.
   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 ‎8.1.8. and Sections 8‎.1.12. 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.
   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.
2. Financial Proposal
   1. The Financial proposal shall be submitted filled according to Annex No 5.
   2. The proposed prices shall be determined in euro without value added tax (hereinafter – VAT).
   3. The proposed prices have to 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.
   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.
   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).
   6. If the Tenderer’s Financial Proposal does not comply with all the requirements under Section 11 of this Regulations, Financial Proposal will be deemed incompliant and will not be further evaluated.
   7. If the Tenderer indicates 0.00 EUR in the Financial proposal for any of the offered services, the Tenderer must provide a detailed justification on the substantial conditions of the proposal (service costs, particularly favorable conditions of service provision, feature service provision and originality, opportunity to receive business support) which allowed Tenderer to provide the specified service costs.
3. Technical Proposal
   1. The Tenderer's technical proposal shall be submitted filled and must comply with the requirements of Technical Specification specified in Annex 2 of the Regulations:
   2. The Tenderer indicates and includes in the technical proposal information confirming that the Tenderer understands and undertakes to comply with each requirement specified in the Technical Specification. The Tenderer may submit other additional information that is considered necessary.
   3. In the Technical proposal form the Tenderer shall fill in “WE CONFIRM” or otherwise describe the ability to ensure compliance with the requirement.
   4. The Tenderer must provide all the items specified in the technical specification. In case if Tenderer does not provide all items mentioned in the technical specification, the Tenderer’s proposal will be rejected as non-compliant.
4. tENDERER’S OFFERED SOLUTION FOR BUSINESS TRIP TASKS
   1. Tenderer must submit solution of business trip tasks observing all requirements of business tasks which are stipulated in Annex 3 and filling in form of Annex 4.
   2. In the solution of the business trip tasks, Tenderer must provide only such reservations which are necessary for the provision of the respective business trip without additional reservations, which are not necessary and will not be used. If Tenderer’s provided solution will not meet current requirement Contracting Authority shall exclude such Tenderer from further participation in the open competition.
   3. If Tenderer’s provided solution will not meet requirements of business trip tasks stipulated in Annex 3, Contracting Authority shall exclude such Tenderer from further participation in the open competition.
5. Contents and form of the Proposal
   1. Proposal (hereinafter – Proposal) must be submitted electronically in E-Tenders subsystem of the Electronic Procurement System, in accordance with the following options for the Tenderer:
      1. by using the available tools of E-Tender subsystem, filling the attached forms of the E-Tender subsystem for this procurement procedure;
      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);
      3. by encrypting electronically prepared proposal outside subsystem of E-Tenders with data protection tools, provided by third parties, and protection with electronic key and password (in this situation, the 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);
   2. During preparation of the Proposal, the Tenderer respects:
      1. Proposal must be filled in a separate electronic document, in line with the forms attached to the procurement process of the E-Tenders subsystem in a Microsoft Office 2010 (or later) format or PDF format and attached to the designated part of the procurement procedure;
      2. Upon submission, the Tenderer signs the Proposal with a secure electronic signature and timestamp or with an electronic signature provided by the Electronic Procurement System. The Tenderer can use a secure electronic signature and timestamp and sign Proposal forms separately. The proposal (its parts, if signed separately) are signed by an authorized person, including their authorization document (e.g. power of attorney) stating the authorizations to sign, submit and otherwise manage the proposal.
   3. **Proposal shall contain the following parts and documents/forms:**
      1. Application prepared in accordance with Annex 1;
      2. Technical proposal prepared in accordance with Section 12 and Annex 2;
      3. Solution of business trip tasks prepared in accordance with Section 13 and Annexes 3 and 4;
      4. Financial proposal prepared in accordance with Section 11 and Annex 5;
      5. Information and documents relating to entities on whose capabilities the Tenderer is relying (according to Section 6), or the corresponding European single procurement documents;
      6. Information and documents (according to Section 7) relating to subcontractors and/or or the corresponding European single procurement documents;
      7. Information and documents, confirming compliance of the Tenderer with the selection criteria for the Tenderers prepared in accordance with Section 8, Annexes 8., 9., 10 and other requirements of Regulations, or the corresponding European single procurement documents.
   4. The Tenderer, in order to certify that it complies with the selection criteria indicated in Section 8 of Regulations, may submit the European single procurement document as initial proof. This document must be submitted electronically, and for each person upon whose capabilities the Tenderer relies, and for each of their indicated subcontractors, the share of whose work is equal to or exceeds 10 % (ten percent) of the value of the Contract, but if the Tenderer is a partnership – for each member thereof. In order to fill in the European single procedure document the Tenderer uses the "ESPD.xml" file at the Internet webpage <http://espd.eis.gov.lv/> (*Electronical procurement system of Latvia*).
   5. The Tenderer is not permitted to submit variants of the Proposal. If variants of the Proposal shall be submitted, the Proposal will not be reviewed and will be rejected as incompliant.
   6. The Tenderer may submit a Proposal only for the whole subject matter of the open competition in total.
   7. The Proposal must be submitted in accordance with this Regulations, in English or Latvian language (if submitted in Latvian, translation in English of the Proposal must be provided together with the Proposal). If the Proposal is submitted in English language, upon a request by the Procurement Commission the Tenderer shall provide a translation in Latvian language within the deadline requested by the Contracting Authority’s Procurement Commission.
   8. The Proposal may contain original copies of documents or their derivatives. Tenderer shall submit legally valid documents such as certified copies. For a document to be legally valid it has to be issued and formatted in accordance with the Latvian Law on Legal Force of Documents (*Dokumentu juridiskā spēka likums*) and Law on Electronic Documents of Latvia (*Elektronisko dokumentu likums*), but public documents issued abroad shall be formatted and legalised in accordance with the requirements of the Document Legalization Law of Latvia (*Dokumentu legalizācijas likums*). When submitting the Proposal, the Tenderer has the right to certify the validity of all the documents’ derivatives and translations with one certification.
   9. The Proposal must be signed by a person who is legally representing the Tenderer or is authorized to represent the Tenderer in this open competition procedure.
   10. The Tenderer shall prepare Proposal in electronic form using the E-Tenders system available at [https://www.eis.gov.lv/EKEIS/Supplier/ProcurementProposals/74388](https://www.eis.gov.lv/EKEIS/Supplier/ProcurementProposals/74388 )
6. Encryption of the proposal information
   1. E-Tender system which is subsystem of the Electronic Procurement System ensures first level encryption of the information provided in the Proposal documents.
   2. If the Tenderer applied additional encryption to the information in the Proposal (according to Section 15.1), Tender must provide Procurement Commission with electronic key with the password to unlock the information not later than in 15 (fifteen) minutes after deadline of the Proposal submission.
7. Submission of a Proposal
   1. Proposal (documents referred to in the Section4) shall be submitted electronically using the tools offered by the E-Tenders system available at [https://www.eis.gov.lv/EKEIS/Supplier/ProcurementProposals/74388](https://www.eis.gov.lv/EKEIS/Supplier/ProcurementProposals/74388 ) by  
      **April ~~22~~~~nd~~ 28th 2022, before 11:00 o'clock (Time Zone EEST (Eastern European Summertime), Riga (Latvia))).** (amendments on April 7th , 2022)
   2. The Tenderer may recall or amend its submitted Proposal before the expiry of the deadline for the submission of Proposals by using the tools offered by E-Tenders system.
   3. Only Proposals submitted to the E-Tenders system and within the time indicated in Clause 16.1 will be accepted and evaluated for participation in the procurement procedure. Any Proposal submitted outside the E-Tenders system or submitted after the time indicated in Clause 16.1 will be declared as submitted in a non-compliant manner and will not participate in the procurement procedure.
8. Opening of Proposals
   1. The Proposals will be opened in the E-Tenders system on **April ~~22~~~~nd~~ 28th 2022, at 11:00 o'clock (Time Zone EEST (Eastern European Summertime), Riga (Latvia))** during the open meeting. It is possible to follow the opening of submitted proposals online in the E-Tenders system. (amendments on April 7th , 2022)
   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 in E-Tenders system, as well as notice of the presence of documents proving the Security.
   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 in E-Tenders system and Contracting authorities web page.
9. Verification of proposal
   1. Procurement Commission verifies whether the submitted Proposals comply with the requirements stipulated in the Regulations (Section 14) and whether all required information and documents are submitted and selects for further evaluation only the compliant Proposals.
   2. If the Tenderer has failed to submit some of the documents which shall be submitted according to the Regulation or the contents of the submitted documents do not comply with the Regulations, the Procurement Commission decides to request clarifications (if possible in accordance with Public Procurement Law of Republic of Latvia) or to exclude the Tenderer from further participation in the open competition.
10. VERIFICATION OF TEHNICAL PROPOSAL
    1. Procurement Commission verifies if Tenderers have submitted Technical Proposal as stipulated in Section 12 and selects for further evaluation only the compliant Technical Proposal.
11. Verification of Financial Proposal
    1. The Procurement Commission verifies whether Tenderers have completed Annex 5 “Financial Proposal” in accordance with the requirements stipulated in Section 11 of Regulations.
    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.
    3. The Procurement Commission informs the Tenderer whose arithmetical errors have been corrected about the correction of arithmetical errors and the corrected Financial Proposal.
    4. When evaluating the Financial Proposal, the Procurement Commission takes corrections into account.
    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.
    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.
12. Contract award criteria
    1. The Procurement Commission shall determine the most economically advantageous proposal and the Tenderer, whose tender is recognized as the most economically advantageous, shall be recognized as the Tenderer who would be granted the right to enter into a contract.
    2. The Proposal selection criterion is the most economically advantageous proposal, according to the evaluation methodology stipulated in this Section below:

| **Evaluation criterion No** | **Description of criterion** | **Maximum number of points to be awarded** |
| --- | --- | --- |
| **K1** | **Solution of business trip task No 1** | **40** |
| K1.1. | Quality of solution business trip task No 1 | 25 |
| K.1.2. | Costs of solution business trip task No 1 (EUR excluding VAT) | 10 |
| K1.3. | Time of processing Contracting Authorities request in emergency situations (in minutes) | 5 |
| **K2** | **Solution of business trip task No 2** | **35** |
| K2.1. | Quality of solution business trip task No 2 | 25 |
| K.2.2. | Costs of solution business trip task No 2 (EUR excluding VAT) | 10 |
| **K3** | **Costs of solution of business trip task No 3 (EUR excluding VAT)** | **25** |
| **K4** | **Costs of Tenderer’s mediation services** | **1** |
| Summary | | **101** |

* + 1. The most economically advantageous proposal is the proposal which has obtained the highest number of points (P), summing up the calculated points for the criteria according to the following calculation algorithm: P = K1 + K2 + K3 + K4.
    2. The number of points to be awarded to each proposal for criterion K1 is calculated as follows:

K1 = K1.1. + K1.2. + K.1.3;

* + 1. The number of points to be awarded to each proposal for criterion K2 is calculated as follows:

K2 = K2.1. + K2.2.;

* 1. Procurement commission evaluates each of criterions and sub-criterions separately.
  2. Evaluation of the sub-criterions K1.1. and K2.1.:
     1. Tenderer prepare solution of business trip tasks No 1 and No 2 observing all requirements of the tasks.
     2. Sub-criterions have such quality requirements:
        1. proposed task solution is clear and detailed;
        2. proposed task solution is realistic and genuine;
        3. all activities performed by the Tenderer are coordinated, and proposed and used services ensure the efficiency and effectiveness of the solution, including proportionality of costs;
        4. proposed task solution provides information and contains full description of activities performed by Tenderer during communication process with Contracting Authority;
        5. proposed task solution provides information and contains full description of activities performed by Tenderer during communication process with traveller;
        6. proposed task solution provides information and contains full description of activities performed by Tenderer in relation of involvement of regional agencies and/or business partners, direct services providers and other persons in accordance with solution proposed by Tenderer;
        7. the proposed solution provides complete information about the work process (cancellation of tickets, confirmation of new reservations, printing of tickets, payment, etc.).
     3. Procurement commission evaluates sub-criterion requirements individually using 5 (five) point system where:
        1. 5 – excellent. Plenty or significant comparative advantages has been identified;
        2. 4 – very good. Comparative advantages have been identified;
        3. 3 – good. Meets quality requirement of criterion;
        4. 2 – mediocre. Comparative imperfections have been identified;
        5. 1 – unsatisfying. Substantial or plenty comparative imperfections has been identified;
        6. 0 – cannot be assessed, not offered, not provided by Tenderer, not realistic and genuine.
     4. The number of individual points (points granted from each Procurement Commission member individually to each respective sub-criterion) to be awarded are calculating as follows:

**PAi = (Pprop/Pmax) x 25**

where:

**PAi** – number of points to be awarded after individual procurement commission member evaluation;

**Pprop** – number of points obtained in respective sub-criterion;

**Pmax** – maximum number of points obtained in respective sub-criterion;

**25** – maximum number of points to be awarded in respective sub-criterion.

* + 1. The number of average points to be awarded are calculating by summing up number of individual points to be awarded (for each of respective sub-criterions) and dividing to number of members of procurement commission who made an evaluation.
    2. All ratings are indicated with an accuracy of 2 (two) decimal places after comma.
    3. The maximum number of points for respective sub-criterion shall be awarded to Tenderer who will gain highest average number of points. For other Tenderers points are calculating as follows:

**PK = (Paw/Pmax) x 25**

where:

**PK** – points to be awarded;

**Paw** – number of average points obtained by the Tenderer;

**Pmax** – maximum number of average points obtained;

**25** - maximum number of points to be awarded in respective sub-criterion;

* 1. Evaluation of criterion K1.2, K2.2. and K3:
     1. The Tenderer shall calculate the costs of the execution of the tasks, observing the conditions specified in the respective tasks. The maximum number of points for criterions K1.2, K2.2. and K3  (separately for each respective criterion), shall be awarded to Tenderer who will propose lowest task execution price. For other Tenderers points are calculating as follows:

**PAk = (Cmin / Cprop) x Pmax**

where:

**PAk** – points to be awarded for respective criterion (k);

**Cmin** – lowest task execution price EUR excluding VAT;

**Cprop** – proposed price for task execution in respective criterion EUR excluding VAT;

**Pmax** – maximum points to be awarded for respective criterion.

* 1. Evaluation of criterion K1.3.:
     1. Points to be awarded for time of processing Contracting Authorities request in emergency situations (in minutes) shall be calculated as follows:

| **Minutes** | **Maximum number of points to be awarded** |
| --- | --- |
| Until 19 | 5 |
| From 20 until 39 | 2.5 |
| From 40 until 59 | 1 |

* 1. Evaluation of criterion K4:
     1. The maximum number of points for respective criterion shall be awarded to Tenderer who will propose lowest mediation service price. For other Tenderers points are calculating as follows:

**PA4 = ( (0,1 + Cmin) / (0,1 + Cprop) ) x 1**

**where:**

**PA4** – points to be awarded for criterion K4;

**Cmin** – lowest mediation service price, EUR excluding VAT;

**Cprop** – proposed price of mediation services, EUR excluding VAT;

1 – maximum number of points to be awarded in criterion K4

* 1. Tenderer who will obtain highest number of points shall be considered like Tenderer to who contracting rights shall be awarded.
     1. In case if several bidders have obtained the same number of points, which will be the highest scoring among all the tenders to be evaluated, the tenderer who would be awarded the contract will be determined based on which of the evaluated proposals has the highest score on the criterion - K1.

1. Decision making, Announcement of results and entering into a Contract
   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.
   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.
   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.
   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.
   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.
   6. The Procurement Commission selects the Tenderers in accordance with the set selection criteria for Tenderers, verifies the compliance of the Proposals with the requirements stipulated in the Regulations and chooses the Proposal in accordance with the contract award criteria as described in Section 21. The Tenderer whose Proposal will receive the best score shall be selected.
   7. 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:
      1. to the refused Tenderer the reasons for refusing its Proposal;
      2. to the Tenderer who has submitted an eligible Proposal, the characterization of the chosen proposal and the relative advantages;
      3. the deadline by which the Tenderer may submit a complaint to the Procurement Monitoring Bureau regarding violations of the public procurement procedure.
   8. 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.
   9. 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.
   10. 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.
   11. 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/>.
   12. **The selected Tenderer upon receiving the notification from Procurement Commission must:**
       1. within 5 (five) Business days submit cooperation or partnership agreement if required pursuant to requirements under Section 7.1.2.1;
       2. within 10 (ten) Business days from receiving the invitation to sign the Contract, to sign the Contract.
   13. The Contract is concluded on the basis of the Tenderer's Proposal and in accordance with Annex 11.
   14. **The Procurement Commission has the right to choose the next most economically advantageous Proposal, if the Tenderer in the time stipulated by the Regulations:**
       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;
       2. refuses to conclude the Contract or does not submit a signed Contract within the deadlines defined in the Regulations.
       3. Refuses within 10 (ten) working days from the moment when Contract rights will be awarded to Tenderer to register in Register of Travel operators and agents of Republic of Latvia or relevant register abroad in case stipulated in Sib-clause 8.2.3. of Regulations.
       4. Refuses within 10 (ten) working days from the moment when Contract will be awarded to Tenderer to became a member of IATA or of association which functions are equal to IATA in case stipulated in Sub-clause 8.2.4. of Regulations.
   15. 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.
   16. Prior to making the decision regarding the conclusion of the contract with the next Tenderer, the Procurement Commission assesses whether the next Tenderer is one market participant together with the initially selected Tenderer. If the next selected Tenderer is found to be one market participant together with the initially selected Tenderer, the Procurement Commission makes a decision to terminate the 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.
2. Annexes:
3. Application on 2 (two) pages;
4. Technical Specification – Technical Proposal on 6 (six) pages;
5. Business trip tasks on 4 (four) pages;
6. Solution of business trip tasks on 2 (two) pages;
7. Financial Proposal on 2 (two) pages;
8. Table “Entities on whose capabilities the Tenderer relies to certify its compliance with qualification requirements” on 1 (one) page;
9. Table “Sub-contractors” on 1 (one) page;
10. Confirmation of Tenderer`s Economical and Financial standing on 2 (two) pages;
11. Table Tenderer’s experience – 1 (one) page;
12. Confirmation of Tenderer’s specialists/employees responsible for provision of services on 1 (one) page;
13. Draft Contract on 25 (twenty - five) pages.

Chairperson of the Procurement Commission A.Lucevica

**Annex No 1.: Application**

APPLICATION FOR PARTICIPATION IN THE OPEN COMPETITION “Travel Agency services for buiness trips”, No RBR 2022/4

[form of the tenderer`s company]

2022.\_\_\_\_\_.\_\_\_\_\_\_

|  |
| --- |
|  |
| Name of the Tenderer and each member of the partnership *(if partnership / group of suppliers)* |
|  |
| Registration number of the Tenderer and each member of the partnership *(if partnership / group of suppliers)* |
| Lead company of the partnership *(if partnership / group of suppliers)* |
|  |
| VAT payer registration number |
|  |
| Legal address |
|  |
| Actual address (if differs from legal address) |
|  |
| Bank |
|  |
| Bank account (IBAN) |
|  |
| Bank code (SWIFT) |
| Contact person of the Tenderer: name, surname, position, e-mail, telephone number |

The Tenderer, by submitting this application:

1. Confirms participation in the open competition “Travel Agency services for business trips” No RBR 2022/4.
2. Confirms that, if the Tenderer will be awarded with the Contract, the Tenderer will provide quality and timely performance of the contractual liabilities in accordance with the requirements of the Annex No 2 "Technical specification" and its Technical proposal;

3. (only if applicable): Informs that the following persons comply with any of exclusion respective grounds stipulated in Regulations:

|  |  |
| --- | --- |
| Name of the entity (person) | Exclusion ground and brief description of the violation of the law |
| [●] |  |
| [●] |  |

1. Confirms that Tenderer is not under investigation in relation with and has not been charged for any unlawful activity.
2. Confirms that in the preparation and submission of its Proposal, Tenderer has fully considered all the clarifications issued by the Contracting authority;
3. Confirms that Tenderer has prepared the Proposal without connection with any other person, company or parties likewise submitting a Proposal and that it is prepared in all respects for in good faith, without collusion or fraud;
4. Confirms that Tenderer's offered services are free from all liens, interests or other rights of third parties;
5. Confirms 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 of the law.
6. Guarantees that all provided information and documents are genuine and true.
7. **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 will fulfil all conditions of the Regulations as well as enter into a Contract in accordance with the Draft contract enclosed with the Regulations (Annex No 11 "Draft contract");**

**We meet the criteria of (*please mark*):**

o a small o medium o other

sized enterprise[[7]](#footnote-8) as defined in the Article 2 of the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprise[[8]](#footnote-9)

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: [*date of signing*]  
Name: [*name of the representative of the Tenderer*]  
Position: [*position of the representative of the Tenderer*]

**Annex No 2.: Technical specification – technical proposal**

FOR THE OPEN COMPETITION “Travel Agency services for buiness trips”, No RBR 2022/4

1. The Tenderer undertakes to ensure:
   1. reservation, delivery and, if necessary, change and cancellation of air, rail, road and water transport tickets;
   2. transfer processing and, if necessary, also change and cancellation;
   3. hotel reservations, delivery of reservations and, if necessary, change and cancellation;
   4. deposit, if required by the hotel reservation system;
   5. reservation of meeting rooms;
   6. processing and delivery of visas and, if necessary, cancellation;
   7. car rental reservation and, if necessary, cancellation;
2. The Tenderer must provide all the items specified in the technical specification. If the tenderer does not provide all the items mentioned in the technical specification, the tenderer's application will be rejected as non-compliant.

|  |  |  |
| --- | --- | --- |
| **No.** | **Requirements** | **Tenderer’s proposal[[9]](#footnote-10)** |
| **Ticket reservation, delivery, and transfer** | | |
| **1.** | At the request and instructions of the Customer's representative, using one of the electronic reservation systems (for example, Amadeus, etc.), the Tenderer shall ensure the reservation, delivery and, if necessary, change and cancellation of certain types of transport tickets, introducing possible travel / flight times, routes and prices, ticket redemption, exchange and cancellation rules, in accordance with the rules and practices of each particular carrier, as well as applicable laws and regulations and international law governing the carriage of passengers. |  |
| **2.** | The Tenderer provides services for Latvia, Lithuania and Estonia which are necessary to provide international and local business trips. Flights to a destination in Europe shall be provided with the most optimal connection, but not more than 1 (one) connection, and to a destination outside Europe, shall be provided with the most optimal connection, but not more than 2 (two) connections, using an interconnected airline network, except cases when due to objective reasons beyond the control of the Contractor it is not possible to ensure the specified maximum number of transfers. In case of transfer, the minimum time between flights is not less than 2 (two) hours. |  |
| **3.** | The Tenderer shall offer economy class or equivalent class tickets at least 2 (two) route options (eg. flight options, if necessary in combination with rail, road or water tickets) and vice versa). |  |
| **4.** | Ifeconomy class or equivalent services are not available on the required routesand travel times, the Tenderer shall offer business class tickets based on the availability of the direct service provider. |  |
| **5.** | The Tenderer shall send all the documents necessary for the business trip directly from reservation system to the e-mail of the Customer's representative specified in the contract.  In tickets, the Tenderer shall indicate at least the following information: passenger's name, route, departure / departure and return times, ticket change and cancellation rules. |  |
| **6.** | In case of cancellation of the business trip within 10 (ten) business days, free of charge the Tenderer ensures reimbursement of the Contracting Authorities funds in accordance with the conditions of direct service providers. |  |
| **7.** | The Tenderer shall ensure the execution of the transfer and, if necessary, also the change and cancellation. |  |
| **Hotel reservation** | | |
| **8.** | At the Customer's request, the Tenderer shall book hotels using one of the electronic reservation systems (for example, GoGlobal, booking.com etc.), prior acquainting the Customer's representative with the available hotels and prices. The Tenderer provides the hotel reservation for the cheapest available fee, having previously reviewed and compared all its booking options. |  |
| **9.** | The Tenderer offers at least 3 (three) hotel variants in one business trip place (not lower than the third category), which is located as close as possible to the business trip destination or there must be convenient public transport from the hotel to the business trip venue. Category 3 hotels must meet at least the following minimum requirements [[10]](#footnote-11). In a certain cases Tenderer must provide hotel variants adapted to individual needs. |  |
| **9.1.** | lifts: from the floor where the reception is located, all but two floors can be reached by lift; |  |
| **9.2.** | complex service room with conference technical equipment and catering facilities; |  |
| **9.3.** | all rooms with toilet and shower; |  |
| **9.4.** | Minimum floor area of the room (excluding bathrooms with toilet): |  |
| **9.4.1.** | in a single room - 10 m²; |  |
| **9.4.2.** | in a double room - 15 m²; |  |
| **9.4.3.** | in a two-room room - 40 m². |  |
| **9.4.5.** | minimum dimensions of a single bed - 90 x 190 cm; |  |
| **9.4.6.** | the minimum dimensions of a double bed - 140 x 190 cm; |  |
| **9.4.7.** | each hotel room is connected to the national public communications system |  |
| **9.4.8.** | floor area in the room with shower - at least 3.8 m² |  |
| **9.4.9.** | Breakfast room or cafeteria for breakfast and light snacks |  |
| **9.4.10.** | Restaurant |  |
| **9.4.11.** | Buffet table or breakfast without hot dishes |  |
| **9.4.12.** | Lunch and dinner are served in the restaurant. |  |
| **10.** | The Tenderer also includes apartment type hotels in the offer. To be considered apartment hotels such hotels have to meet at least the following minimum requirement:  10.1. hotel in which the majority of rooms are studio or apartment type rooms;  10.2. hotel may not have restaurants and lounges;  10.3. hotel must have all amenities: a kitchen equipped with appliances, kitchen utensils, a refrigerator, a bathroom with the necessary toiletries, a toilet, a washing machine and sleeping accommodation. |  |
| **11.** | The Tenderer guarantees the reservation and makes an advance transfer to the hotel by delivering the hotel reservation to the e-mail of the Customer's representative specified in the contract. |  |
| **12.** | In the reservation, the Tenderer shall indicate at least the following information: name and surname of the person, name of the hotel, city, start and end dates of the reservation, date and time of redemption of the reservation and price, direct price set by the service provider. |  |
| **13.** | The price of the hotel (accommodation) reservation must include breakfast, all taxes incl. city tax and fees, unless otherwise specified by the Customer. The Tenderer must inform the Customer's representative if it is not possible to include breakfast, taxes or fees in the reservation. |  |
| **14.** | The Tenderer shall provide a change of the name and surname of the hotel reservation, change of start and end dates, as well as cancellation before and after the redemption of the reservation, in accordance with the regulations of the direct service providers, free of charge. |  |
| **15.** | When making a hotel reservation, the fee for the hotel may not exceed the daily norms specified in the Cabinet of Ministers Regulations No. 969 of 12 October 2010 “Procedures for Reimbursement of Expenses Related to Business Trips”, unless otherwise specified by the Customer. |  |
| **Visa provision during the trip and delivery** | | |
| **16.** | When making the reservations specified by the Customer, the Tenderer shall immediately inform the Customer about the need for a visa in the specific country and undertake to arrange all necessary actions for a visa for a specific employee of the Customer or its delegated representative, as well as its cancellation if necessary. |  |
| 17. | The Tenderer shall ensure the issuance of all necessary documents and information to the Customer in cases when the Customer must claim compensation from the provider of travel, health and accident insurance policies. |  |
| **Provision of car rental services** | | |
| **18.** | Organization of car rental in Latvia and abroad (if necessary, during a business trip):  an individual service, the content and other details of which the Tenderer agrees with the Customer. |  |
| **Service** | | |
| **19.** | Services must be provided at the best prices and terms for both individual travelers and groups. |  |
| **20.** | The Tenderer provides all possible information related to the organization of the business trip free of charge, including information on epidemiological restrictions in destination countries (eg. in writing to the mutually agreed e-mail or by phone provides answers on the possible order execution time, payment amounts, offers proposals for the most advantageous business trip time, costs, the costs of which are as low as possible, as well as if the order cannot be fulfilled, then inform the Customer about the circumstances why the order cannot be fulfilled, etc.). |  |
| **21.** | The Tenderer shall immediately inform the Customer's representative (by e-mail or telephone during working hours and outside working hours by telephone specified in the contract in case of urgent questions) about changes made and/or notified by the direct service provider (departure/return times, flight cancellations, etc.), also about unforeseen weather conditions, strikes, crisis situations and other factors that may affect the safe arrival of the passenger at the destination. If necessary, the Tenderer re-plans the business trip, by changing and/or canceling ticket reservations and performing other necessary activities in relation to other services referred to in the Technical Specification and necessary for the provision of the business trip. |  |
| **22.** | The Tenderer shall ensure the provision of services, as well as the opportunity for the Customer's representative to contact the Tenderer's appointed representative and his / her substitute free of charge on working days from 8:30 to 17:00 by phone and e-mail specified in the contract. The Tenderer shall ensure the availability of a free 24-hour helpline and e-mail for solving urgent issues also outside working hours and on weekends (for changing tickets, hotel reservations, cancellations, purchases, as well as for receiving other urgent information). |  |
| **23.** | The Tenderer shall process all orders placed by the Customer within 1 (one) hour from the moment of receipt of the order. In emergency situations[[11]](#footnote-12), the Tenderer shall ensure the delivery of tickets and reservations in electronic form \_\_\_\_\_ /*the time offered by the Tenderer* / minutes after receiving the instructions from the Customer, including outside the working hours specified by the Tenderer and the Customer. |  |
| **24.** | Upon request, the Tenderer shall provide the Customer with a report on the services provided in a specific period, indicating the orders placed, their costs and service costs. |  |

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: [*date of signing*]  
Name: [*name of the representative of the Tenderer*]  
Position: [*position of the representative of the Tenderer*]

**Annex No 3.: Business travel tasks**

for OPEN COMPETITION “Travel Agency services for buiness trips”, No RBR 2022/4

**BUSINESS TRIP TASK NO.1[[12]](#footnote-13)**

**The Customer has purchased from the Tenderer air tickets for 3 persons on the route Riga-Birmingham with connecting flights on May 17, 2022 Lufthansa LH891 Riga (RIX) - Frankfurt (FRA) (13:50/15:05) and Lufthansa LH956 Frankfurt (FRA) - Birmingham (BHX) (16:50/17:25). All airline tickets are purchased in economy class with checked baggage (20 kg), tickets are exchangeable, and cancellable at an additional cost. May 17, 2022 at 13:00 The Tenderer receives information from the Customer's authorized person that due to technical reasons Lufthansa flight LH891 will be delayed for 2 hours.**

**It is necessary to ensure the arrival of the company's employees in Birmingham no later than May 17, 2022 22:00.**

1. **Terms of the task:**
   1. The solution proposed by the Tenderer for the execution of the task must be submitted in the form of a table (Annex ~~6~~ 4 (amendments on March 25th, 2022) to the Regulations), observing all the conditions specified in this task;
   2. The Tenderer offers and describes only 1 (one) best solution in the Tenderer's opinion;
   3. The offer does not include the offers of low-cost airlines;
   4. The Tenderer must provide an airline not included in the EU list of banned airlines (https://transport.ec.europa.eu/transport-themes/eu-air-safety-list\_en );
   5. the solution proposed must be realistic and genuine and the cost of implementation must be reasonable. If the proposed solution to the situation is not realistic or true, it is considered that the solution is not provided and 0 (zero) points are awarded for both K1.1 and K.1.2. criterion;
   6. The Tenderer shall indicate the costs of the implementation of the proposed solution to the situation (EUR excluding VAT), which shall include all costs arising in connection with the implementation of the solution, including taxes and fees provided for in regulatory enactments. The costs offered by the Tenderer shall not include the costs of the Tenderer's mediation service and the insurance premium;
   7. For making reservations the Customer does not indicate the data of a specific person. The person in whose name to make the reservation is the choice of the tenderer;
   8. In case the Tenderer does not ensure the employee's arrival in Riga on the same day as the canceled flight, the offered hotel must meet the following requirements: the hotel must meet at least the IV (four) category standard, single room (1 night) and breakfast included in the price. The hotel must be no more than 10,000 (ten thousand) meters from the airport (by car). The cost of the hotel must correspond to 12.10.2010. Regulations of the Cabinet of Ministers No. 969 “Procedures for Reimbursement of Expenses Related to Business Trips”.
   9. The customer has the right to check the distance from the offered hotel to the airport using the website: http://maps. google.com/maps
   10. The customer has the right to check the comfort level of the hotel on publicly available hotel reservation sites;
   11. In case the Customer has doubts about whether the specific hotel reservation has been made, as well as about whether the submitted price is appropriate and has not been changed manually, the Customer is entitled to invite the Tenderer to visit the Customer's office with a laptop to demonstrate that the indicated prices are in accordance with the reserved prices and the specified conditions.
2. **The offer must include:**
   1. A printout certified by the Tenderer from the system in which the relevant ticket and hotel reservation was made, and which contains information on air ticket and hotel reservation, breakfast and luggage costs.
   2. A screenshot of the printout form of the reservation system certified by the Tenderer (PrintScreen) for the reservation of the respective tickets and the hotel, which shows the time of creation of the reservations;
   3. Confirmation from the air ticket reservation system operator (such as Amadeus, Travelport or equivalent) about the time of booking, the price and confirmation that the price is automatically charged;
   4. Confirmation from the hotel reservation system operator (such as GoGlobal or equivalent) about the time of booking, the price and confirmation that the price is linked automatically.

**BUSINESS TRIP TASK NO. 2[[13]](#footnote-14)**

**The Customer has purchased from the Tenderer an air ticket for 1 person on May 23, 2022, on the route on the way Tallinn (TLL) - Warsaw (WAW) LOT Polish Airlines LO786 (14:30/15:10), return trip on May 26, 2022 Warsaw (WAW) - Tallinn (TLL) LOT Polish Airlines LO787 (14:50/17:35). Both tickets are with carry-on luggage only, exchangeable, and cancellable at an additional cost. May 24, 2022 at 12:00 The Customer informs the Tenderer that due to unforeseen circumstances the employee must return to ~~Riga~~ Tallin** (amendments on March 30, 2022) **before the end of the business trip.**

**It is necessary to ensure return to ~~Riga~~ Tallin** (amendments on March 30, 2022) **no later than May 24, 2022 at 23:00.**

1. **Terms of the task:**
   1. The solution proposed by the Tenderer for the execution of the task must be submitted in the form of a table (Annex ~~6~~  4 (amendments on March 25th, 2022) to the Regulations), observing all the conditions specified in this task;
   2. The Tenderer offers and describes only 1 (one) best solution in the Tenderer's opinion;
   3. The offer does not include the offers of low-cost airlines;
   4. The Tenderer must provide an airline not included in the EU list of banned airlines (https://transport.ec.europa.eu/transport-themes/eu-air-safety-list\_en);
   5. the solution proposed must be realistic and genuine and the cost of implementation must be reasonable. If the proposed solution to the situation is not realistic or true, it is considered that the solution is not provided and 0 (zero) points are awarded for both K2.1. and K.2.2. criterion;
   6. The Tenderer shall indicate the costs of the implementation of the proposed solution to the situation (EUR excluding VAT), which shall include all costs arising in connection with the implementation of the solution, including taxes and fees provided for in regulatory enactments. The costs offered by the Tenderer shall not include the costs of the Tenderer's mediation service and the insurance premium;
   7. For making reservations the Customer does not indicate the data of a specific person. The person in whose name to make the reservation is the choice of the tenderer;
   8. In case the Tenderer does not ensure the employee's arrival in Tallinn on the same day as the canceled flight, the offered hotel must meet the following requirements: the hotel must meet at least the IV (four) category standard, single room (1 night) and breakfast included in the price. The hotel must be no more than 10,000 (ten thousand) meters from the airport (by car). The cost of the hotel must correspond to 12.10.2010. Regulations of the Cabinet of Ministers No. 969 “Procedures for Reimbursement of Expenses Related to Business Trips”.
   9. The customer has the right to check the distance from the offered hotel to the airport using the website: http://maps. google.com/maps
   10. The customer has the right to check the comfort level of the hotel on publicly available hotel reservation sites;
   11. In case the Customer has doubts about whether the specific hotel reservation has been made, as well as about whether the submitted price is appropriate and has not been changed manually, the Customer is entitled to invite the Tenderer to visit the Customer's office with a laptop to demonstrate that the indicated prices are in accordance with the reserved prices and the specified conditions.
2. **The offer must include:**
   1. A printout certified by the Tenderer from the system in which the relevant ticket and hotel reservation was made, and which contains information on air ticket and hotel reservation, breakfast and luggage costs.
   2. A screenshot of the printout form of the reservation system certified by the Tenderer (PrintScreen) for the reservation of the respective tickets and the hotel, which shows the time of creation of the reservations.
   3. Confirmation from the air ticket reservation system operator (such as Amadeus, Travelport or equivalent) about the time of booking, the price and confirmation that the price is automatically charged;
   4. Confirmation from the hotel reservation system operator (such as GoGlobal or equivalent) about the time of booking, the price and confirmation that the price is linked automatically.

**BUSINESS TRIP TASK NO. 3[[14]](#footnote-15)**

**Task: travel documents need to be drawn up for 1 (one) person on a business trip from Vilnius (Lithuania) to Brussels (Belgium) to participate in an event at the European Commission.**

1. Venue: **European Commission,** Rue de la Loi 170, 1000, Brussels, Belgium.
2. Event time (local time): from May 25, 2022 at 10:00 to 25 May 2022 14:30. Arrival in Brussels from 24 May 2022 at 16:00 to 23:00 (local time). Return to ~~Riga~~ Vilnius no later than May ~~25~~ 26, 2022 at ~~23:00~~ 01:00 (local time). (amendments on April 7th , 2022)
3. A person goes on a business trip with checked baggage (one unit up to 20 kg) .
4. Airline tickets reservation must be made in economy class.
5. The ticket must be subject to both change ~~or~~  and cancelation. (amendments on March 30, 2022)
6. The offer does not include offers from low-cost airlines.
7. Transfer time cannot be less than 2 (two) hours. The Tenderer shall provide the flight with no more than 1 (one) transfer.
8. The customer's employee travels from/to the airport and the event venue by public transport.
9. The hotel offered must meet at least a category IV (four) standard, a single room (1 night) and breakfast included in the price. The hotel must be no more than 2000 (two thousand) meters from the venue (on foot or by car). The cost of the hotel must correspond to 12.10.2010. Regulations of the Cabinet of Ministers No. 969 “Procedures for Reimbursement of Expenses Related to Business Trips”.
10. The Tenderer offers only **1 (one)** solution to the task.
11. The reservations offered must be realistic and in line with the prices charged by the direct service providers.
12. The price of air tickets must include all taxes and fees provided for in regulatory enactments.
13. The costs offered by the Tenderer shall not include the costs of the Tenderer's mediation service and the insurance premium.
14. **The offer must include:**
    1. A printout certified by the Tenderer from the system in which the relevant ticket and hotel reservation was made, and which contains information on air ticket and hotel reservation, breakfast and luggage costs.
    2. A screenshot of the printout form of the reservation system certified by the Tenderer (PrintScreen) for the reservation of the respective tickets and the hotel, which shows the time of creation of the reservations.
    3. Confirmation from the air ticket reservation system operator (such as Amadeus, Travelport or equivalent) about the time of booking, the price and confirmation that the price is automatically charged.
    4. Confirmation from the hotel reservation system operator (such as GoGlobal or equivalent) about the time of booking, the price and confirmation that the price is linked automatically.
15. **Additional conditions:**
    1. The solution proposed by the tenderer for the performance of the task must be submitted in the form of a table (Annex ~~6~~ 4 (amendments on March 25th, 2022) to the Regulations), observing all the conditions and additional conditions specified in this business travel statement.
    2. For making reservations the Customer does not indicate the data of a specific person. The person in whose name to make the reservation is the choice of the tenderer.
    3. The customer has the right to check the distance from the offered hotel to the venue of the event using the website: http://maps. google.com/maps );
    4. The Tenderer must provide the airline's aircraft which is not on the EU's list of banned airlines (https://transport.ec.europa.eu/transport-themes/eu-air-safety-list\_en);
    5. If the solution proposed by the tenderer in the execution of the business trip task does not meet the requirements set in the task, the tenderer's offer will be rejected as not complying with the requirements of the Regulations.
    6. The customer has the right to check the comfort level of the hotel on publicly available hotel reservation sites.
    7. In case the Customer has doubts about whether the specific hotel reservation has been made, as well as about whether the submitted price is appropriate and has not been changed manually, the Customer is entitled to invite the Tenderer to visit the Customer's office with a laptop to demonstrate that the indicated prices are in accordance with the reserved prices and the specified conditions.

**Annex No 4.: solution of business trip tasks**

for OPEN COMPETITION “Travel Agency services for buiness trips”, No RBR 2022/4

**SOLUTION PROPOSED BY THE TENDERER FOR BUSINESS TRIP TASK No. 1 in execution**

|  |  |  |
| --- | --- | --- |
| **No.**  **pk** | **Item Name** | **Tenderer's offer \*** |
| **1.** | **Description of the proposed solution to the task** |  |
| **2.** | Time of processing Contracting Authorities request in emergency situation (in minutes) |  |
| **3.** | **Task execution costs, EUR without VAT** *(the number of lines can be supplemented as needed)* **:** |  |
| 3.1. |  |  |
| 3.2. |  |  |

\* To be filled in by the Tenderer, indicating a detailed description of the offered services, **observing all the requirements specified in the business trip task No.1 (Annex 3 to the Regulations).**

**Annex:** (list of information and documents confirming the reservation of airline tickets and hotels)

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_ pages;

**SOLUTION PROPOSED BY THE TENDERER FOR BUSINESS TRIP TASK No. 2 in execution**

|  |  |  |
| --- | --- | --- |
| **No.**  **pk** | **Item Name** | **Tenderer's offer \*** |
| **1.** | **Description of the proposed solution to the task** |  |
| **2.** | **Task execution costs, EUR without VAT** *(the number of lines can be supplemented as needed)* **:** |  |
| 2.1. |  |  |
| 2.2. |  |  |

\* To be filled in by the Tenderer, indicating a detailed description of the offered services, **observing all the requirements specified in the business trip task No.2 (Annex 3 to the Regulations).**

**Annex:** (list of information and documents confirming the reservation of airline tickets and hotels)

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_ pages;

**SOLUTION PROPOSED BY THE TENDERER FOR business trIP TASK No. 3 in execution**

|  |  |  |
| --- | --- | --- |
| **No.**  **pk** | **Item Name** | **Tenderer's offer \*** |
| **1.** | **Description of the offered trip (business trip):** | |
| 1.1. | Airline, flight class, indication of the possibility to change ~~or~~  and cancel the flight ticket (amendments on March 30, 2022) |  |
| 1.2. | Departure from Vilnius International Airport (date and time) and arrival at the airport of destination city (date and time)  (If no direct flight is offered, the full route offered, transfer, including transfer duration, airports and time) |  |
| 1.3. | Departure from the destination city airport (date and time) and arrival at Vilnius International Airport (date and time)  (If no direct flight is offered, the full route offered, transfer, including transfer duration, airports and time) |  |
| 1.4. | The name, address and description of the hotel service offered, including the category of the hotel |  |
| 1.5. | Distance from the hotel to the event venue (meters) *(distance cannot be 0 meters)* |  |
| **2.** | **Total travel costs (EUR without VAT):** |  |
| 2.1. | Cost of air tickets (in both directions, incl. Checked baggage), EUR without VAT |  |
| 2.2. | Hotel costs (single room, 1 night with breakfast included), EUR without VAT |  |

\* To be filled in by the Tenderer, indicating a detailed description of the offered services, **observing all the requirements specified in the business trip task No.3 (Annex 3 to the Regulations).**

**Annex:** (list of information and documents confirming the reservation of airline tickets and hotels)

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_ pages;

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: [*date of signing*]  
Name: [*name of the representative of the Tenderer*]  
Position: [*position of the representative of the Tenderer*]

**Annex No 5.: financial proposal**

for OPEN COMPETITION “Travel Agency services for buiness trips”, No RBR 2022/4

(Costs for Tenderer’s mediation services)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Tenderer’s name) proposes to deliver services in accordance with the requirements of Technical specification (Annex 2) for the following mediation costs:

|  |  |  |  |
| --- | --- | --- | --- |
| **No** | **Service** | **Quantity** | **Unit price EUR excl. VAT[[15]](#footnote-16)** |
| **1.** | **Ticket reservation, delivery and transfer** | | |
| 1.1. | Air ticket reservation, arrangement, redemption, delivery | 1 |  |
| 1.2. | Change of air ticket and delivery | 1 |  |
| 1.3. | Cancelation of an air ticket | 1 |  |
| **2.** | **Reservation of water, rail and road transport tickets for international trips** | | |
| 2.1. | Railway transport ticket reservation, arrangement, redemption,  change, cancellation, and delivery | 1 |  |
| 2.2. | Water transport ticket reservation, arrangement, redemption,  change, cancellation, and delivery | 1 |  |
| 2.3. | Road transport ticket reservation, arrangement, redemption,  change, cancellation, and delivery | 1 |  |
| **3.** | **Hotel reservation** | | |
| 3.1. | Hotel room reservation, arrangement and delivery of respective required documents. | 1 |  |
| 3.2. | Change and delivery of reservation of Hotel room | 1 |  |
| 3.3. | Cancelation of reservation of Hotel room | 1 |  |
| 4. | Visa, provision during the trip and delivery | | |
| 4.1. | Arrangement and delivery of visa | 1 |  |
| 4.2. | Cancellation of visa | 1 |  |
| **5.** | **Provision of car rental services** | | |
| 5.1. | Reservation of car rent | 1 |  |
| 5.2. | Cancellation of reservation of car rent | 1 |  |
| **6.** | **Service** | | |
| 6.1. | Arrangement of transfer and delivery of respective documents | 1 |  |
| 6.2. | Change of transfer | 1 |  |
| 6.3. | Cancelation of transfer | 1 |  |
| **TOTAL excluding VAT:** | | |  |

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: [*date of signing*]  
Name: [*name of the representative of the Tenderer*]  
Position: [*position of the representative of the Tenderer*]

**Annex No 6: Entities on whose capabilities the Tenderer relies to certify its compliance with qualification requirements**

for OPEN COMPETITION “Travel Agency services for buiness trips”, No RBR 2022/4

|  |  |  |
| --- | --- | --- |
| No | Name | Description of the capabilities the Tenderer relies to certify its compliance with qualification requirements (Section 8 and 9 of Regulations) |
| 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 7: Sub-contractors

for OPEN COMPETITION “Travel Agency services for buiness trips”, No RBR 2022/4

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| No | Name of the Sub-Contractor | Sub-contracted tasks | | |
| **Description of the sub-contracted task** | **Amount, EUR (without VAT)** | **% from the proposed price** |
| **I** | **Total amount of the sub-contracted tasks is equal to or exceeds 10% from the contract price** |  |  |  |
| 1 |  |  |  |  |
| 2 |  |  |  |  |
| [..] |  |  |  |  |
|  |  |  |  |  |
| **Sub-Total:** | | |  |  |
| **II** | **Total amount of the sub-contracted tasks is smaller than 10% from the contract price** |  |  |  |
| 1 |  |  |  |  |
| 2 |  |  |  |  |
| [..] |  |  |  |  |
|  |  |  |  |  |
| **Sub-Total:** | | |  |  |
| **TOTAL (I+II):** | | |  |  |

1. **We meet the criteria of (*please mark*):**

o a small o medium o other

sized enterprise[[16]](#footnote-17) as defined in the Article 2 of the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprise.[[17]](#footnote-18)

**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]*

**Annex No 8: Confirmation of tenderer`s economical and financial Standing**

for OPEN COMPETITION “Travel Agency services for buiness trips”, No RBR 2022/4

Clause 8.3.1. of Regulations:

The Tenderer’s or all members of the partnership together (if the Tenderer is a partnership and confirms the average financial turnover jointly), **average financial turnover within the last 3 (three) financial years, i.e. 2018, 2019, 2020 is not less than:**

**EUR 900 000, 00 (nine hundred thousand *euros*, 00 *euro* cents)**

In the event the average financial turnover of a limited liability member of a limited partnership (within the meaning of Latvian Commercial Law, Chapter X) exceeds its investment in the limited partnership, the average financial turnover shall be recognized in the amount of the investment in the limited partnership.

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 | |  |  |
| If the Tenderer is partnership, please continue and provide info regarding each member and partnership in total. | | | |
| 1 |  |  |  |
| 2 |  |  |  |
| 3 |  |  |  |
| [..] |  |  |  |

Clause 8.3.2. of Regulations:

The Tenderer or each member of the partnership (if the Tenderer is a partnership) on whose financial and economic capabilities the partnership is relying and who shall be financially and economically responsible for fulfilment of the procurement contract shall have stable financial and economic performance, namely, in the last audited financial year (2020) shall have liquidity ratio equal to or exceed 1 (one) and positive equity capital:

*a)* *Liquidity ratio = Currents Assets / Short-term Liabilities = \_\_\_\_\_\_\_\_\_\_\_\_\_\_;*

1. *Equity capital = Total Assets – Total Liabilities = \_\_\_\_\_\_\_\_\_\_\_\_\_\_;*

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 9: tenderers experience**

for OPEN COMPETITION “Travel Agency services for buiness trips”, No RBR 2022/4

Clause 8.4.1. of Regulations:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| No | Client, client’s contact information for references (name of representative, phone, e-mail) | Period of contract (month/year – month/year) | Description of provided services that confirm experience required by Clause 8.4.1. including information about status of contract (completed and acepted or ongoing) | Value of contract |
| 1. |  |  |  |  |
| 2. |  |  |  |  |
| 3. |  |  |  |  |
| … |  |  |  |  |

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: Certification of tenderer’s consultants responsible for provision of services[[18]](#footnote-19)**

for OPEN COMPETITION “Travel Agency services for buiness trips”, No RBR 2022/4

Name, surname of Tenderer’s consultant \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I, undersigned:

* Certify, that I undertake to participate in performance of Contract in accordance with respective conditions in case if \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Tenderer’s name) will be granted with Contract;
* Certify, that I confirm with requirements stipulated in Sub-clause 8.4.2. of Regulations;
* Certify, that during of provision of Contract I will hold communication with Contracting Authority in English.

Signature *[signature of the Tenderer’ specialist/employee]*:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: *[date of signing]*

**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 11: Draft contract (please refer to a separate document)**

for OPEN COMPETITION “Travel Agency services for buiness trips”, No RBR 2022/4

**

**SERVICE AGREEMENT**

*on Travel Agency Services for Business Trips*

between

**RB Rail AS**

(“Company”)

and

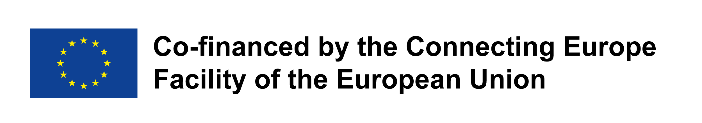
**[●]**

(“Contractor”)

|  |  |
| --- | --- |
| Contract registration number | [●] |
| CEF Contract No. | [●] |
| Procurement procedure identification No. | RBR 2022/4 |

Riga

[*date*] 2022

****

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**SERVICE AGREEMENT**

*on Travel Agency Services for Business Trips*

This Agreement is entered into in Riga, on [*date* OR the date indicated on the timestamp of the last signature of the Agreement], by and between:

1. **RB Rail AS**, a public limited liability company registered in the Latvian Commercial Register with registration No 40103845025 and legal address at Satekles iela 2B, Riga, LV-1050, Latvia (the “Company”), represented by [●], on the one side, and
2. [●], a company registered in [●] registration No. [●], legal address at [●] (the “Contractor”), represented by [●], on the other side,

(the Company and the Contractor referred to as the “Parties” and separately – as the “Party”).

**WHEREAS:**

* 1. this Agreement is entered into under the Rail Baltica 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 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 (the “Global Project”);
  2. the Company has organised a procurement procedure “Travel Agency Services for Business Trips” (identification No. RBR 2022/4) (the “Procurement Procedure”) where the tender proposal submitted by the Contractor (the “Contractor`s Proposal”) was selected as the winning bid;
  3. 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;

**THEREFORE,** the Parties agree as follows:

1. Definitions, Interpretation and Order of Precedence
   1. Definitions. In this Agreement, unless the context requires otherwise, the following definitions shall have the following meaning:
      1. “Annex” means any of the annexes enclosed to this Agreement and listed in Clause 1.3.
      2. “Agreement” means this Agreement together with all its Annexes; whenever in the Agreement there is a reference to the Agreement, it includes a reference to all its Annexes, and reference to specific Annex following the reference to the Agreement is without prejudice to it.
      3. “Applicable Laws” means any legislative act, regulation, decree, order, ordinance, statute, treaty, directive, judgment, or other legislative measure applicable to the Agreement, the Services, the Parties, etc. (including, but not limited to the Public Procurement Law of the Republic of Latvia).
      4. “Approved Staff” means any person listed in **Annex C: List of Approved Sub-Contractors and Approved Staff** which is in a contractual relationship with the Contractor to provide a part of the Services.
      5. “Approved Sub-Contractor” any person or organisation listed in **Annex C: List of Approved Sub-Contractors and Approved Staff** which is in a contractual relationship with the Contractor (as a sub-contractor) to provide a part of the Services.
      6. “business day” means any day except Saturday, Sunday and any day which is a public holiday in the Republic of Latvia.
      7. “CEF” as defined in the Preamble of the Agreement.
      8. “Confidential Information” as defined in Clause 15.1 of the Agreement.
      9. “Contractor” as defined in the above list of the parties to the Agreement.
      10. “Contractor’s Declaration” means the declaration of the Contractor as described in Clause 8.2(i);
      11. “Contractor’s Proposal” as defined in the Preamble of the Agreement and enclosed in **Annex A: Technical Specification – Technical Proposal** and **Annex B: Financial Proposal**.
      12. “Company” as defined in the above list of the parties to the Agreement.
      13. “Damages” any cost, claim, damage, demand, loss, expense or liability incurred by the relevant Party.
      14. “Defect” means any error, fault, omission, defect or other non-compliance of the Services with the requirements of the Agreement.
      15. “Documentation” means all documents, records, correspondence, and files of the Contractor, its employees, engineers, and consultants created, developed, subsisting or used in relation to the Services.
      16. “Fee” as defined in Clause 5.1 of the Agreement.
      17. “Force Majeure Event” means any of the following:
          * 1. an act of the public enemy or war (declared or undeclared), threat of war, revolution, riot, insurrection, civil commotion, demonstration or sabotage;
            2. an act of vandalism or accidental damage or destruction of machinery, equipment, track or other infrastructure;
            3. a natural disaster or phenomena, including extreme weather or environmental conditions (such as lightning, earthquake, hurricane, storm, fire, flood, drought or accumulation of snow or ice);
            4. nuclear, chemical or biological contamination, epidemic or pandemic (except for COVID-19 pandemic);
            5. strike, lockout or other industrial action other than involving the Contractor or the Company.
      18. “Global Project” as defined in the Preamble of the Agreement.
      19. “Good Industry Practice” means, in relation to the performance of any activity to which this standard is applied, the exercise of that degree of skill, diligence, prudence and foresight as would reasonably be expected to be exercised by a properly qualified and competent person engaged in carrying out Services or services of a similar size, nature, scope, type and complexity, complying with the Applicable Laws.
      20. “Intellectual Property”, as defined in Clause 11.1.
      21. “Party” or “Parties” as defined in the above list of the parties to the Agreement.
      22. “Person” includes any person, company, body corporate, government, state or agency of a state or any association or partnership (whether or not it is separate legal person).
      23. “Procurement Procedure” as defined in the Preamble of the Agreement.
      24. “Representatives” as defined in Clause 10.4.
      25. “Services” as defined in Clause 2.1.
      26. “Signing Date” means the date on which this Agreement is signed by the Parties as indicated above or, if signed with secure electronic signature, the date indicated on the timestamp of the last signature of the Agreement.
      27. “Technical Specification” means requirements included in the **Annex A: Technical Specification – Technical Proposal.**
      28. “Total Value” as defined in Clause 3.1.
      29. “Variations” as defined in Clause 9.1.
   2. Interpretation.
      * 1. The headings contained in this Agreement shall not be used in its interpretation.
        2. References to the singular shall include references in the plural and vice versa and words denoting natural persons shall include any other Persons.
        3. References to a treaty, directive, regulation, law or legislative provision shall be construed, at any particular time, as including a reference to any modification, extension or re-enactment of the respective treaty, directive, regulation, law or legislative provision at any time then in force and to all subordinate legislation enacted from time to time.
        4. Unless expressly stated to the contrary, any reference in this Agreement to the right of consent, approval or agreement shall be construed such that the relevant consent, approval or agreement shall not be unreasonably delayed or withheld.
        5. A reference to “*writing*” shall include an e-mail transmission and any means of reproducing words in a tangible and permanently visible form.
        6. The words “*include*” and “*including*” are to be construed without limitation.
        7. Unless indicated otherwise, all references to “days” shall mean calendar days.
   3. Annexes. The Agreement contains the following Annexes:
      1. **Annex A: Technical Specification – Technical Proposal**;
      2. **Annex B: Financial Proposal**;
      3. Annex **C: List of Approved Sub-Contractors and Approved Staff**.
   4. Order of precedence. In the event of any discrepancy or inconsistency between the documents forming part of this Agreement, the following order of precedence shall apply:
      * 1. this Agreement document (body text);
        2. the Technical Specification;
        3. explanations (clarifications) of the Procurement Procedure documentation;
        4. the Procurement Procedure documents with the annexes;
        5. clarifications of the Contractor’s Proposal;
        6. the Contractor’s Proposal;
        7. all other Annexes of the Agreement.
2. SERVICES
   1. Services. The Company hereby engages, and the Contractor accepts such engagement and hereby undertakes to provide the services (the “Services”) described under this Agreement (including the Technical Specification, **Annex B: Financial Proposal** and other Annexes), including:
      1. reservation, delivery and, if necessary, change and cancellation of air, rail, road and water transport tickets;
      2. transfer processing and, if necessary, also change and cancellation;
      3. hotel reservations, delivery of reservations and, if necessary, change and cancellation;
      4. deposit, if required by the hotel reservation system;
      5. reservation of meeting rooms;
      6. processing and delivery of visas and, if necessary, cancellation;
      7. car rental reservation and, if necessary, cancellation;
      8. 24-hour helpline and e-mail for solving urgent issues outside working hours and on weekends (for changing tickets, hotel reservations, cancellations, purchases as well for receiving other urgent information etc.);
      9. other related and additional activities as specified under the Agreement.
   2. Scope of the Services. The scope of the Services covers all measures, including those not explicitly listed in the Agreement required for due performance of the Services in accordance with the terms and conditions of the Agreement. When achievement of the above results is not possible without performance of a measure not explicitly listed in the Agreement, then performance of such a measure is considered as contractual obligation of the Contractor according to the Agreement. Such measures include, but are not limited to:
      1. interviews with the Company, its executives, officers, employees;
      2. obtaining of data, studies, other information etc. from the Company and the third parties, as well as assessment, structuring and other relevant use of such data, studies or other information;
      3. providing advice to the Company or relevant third parties to the extent required for performance of the Services;
      4. taking other measures required for due provision of the Services and performance of the Agreement.
   3. Co-operation. The Parties shall cooperate with one another to fulfil their respective obligations under this Agreement. Parties shall endeavour to maintain good working relationships among all personnel engaged toward provision of the Services.
   4. Engagement. Contractor shall be engaged by the Company to provide the Services on an on-demand basis. The Agreement does not impose an obligation whatsoever on the Company to appoint the Contractor to provide any particular amount of Services, nor does it guarantee any exclusive right to the Contractor to provide Services to the Company. The Company is under no obligation to order the Services for the Total Value of the Agreement. Within execution of the Agreement the Company will make orders for the Services solely according to its needs and finances.
3. TOTAL VALUE AND TERM OF THE AGREEMENT
   1. Total Value. The total value of the Agreement is [●] EUR ([●]euro), excluding VAT (the “Total Value”). The Total Value includes:
      1. Fees paid to the Contractor;
      2. Payments which shall be paid to direct service providers (payments which are specified in Clause 5.2).
   2. Term. The Agreement term is 36 (thirty-six) months starting from the Signing Date or until the Total Value is reached, whichever comes first. In case the Total Value has not been reached, yet the initial 36 (thirty-six) month term has passed, then the Agreement can be further prolonged for an additional 1 (one) year, or until the Total Value has been reached, whichever comes first.
   3. Expiry and termination*.* After the expiry of the Agreement term or once the Total Value has been reached, no more new requests for the Services can be issued by the Company. The Agreement terminates once all of the existing Services are fully completed by the Contractor and approved by the Company and the Parties have fulfilled their contractual obligations arising out of the Agreement.
4. ORDERS PROCEDURE
   1. Ordering and communicating channels. The Contractor shall provide following channels for the Service orders and other related matters, which can be used by the Company’s Representatives without any interference:
      1. telephone line for the Service orders and communication on business days from 8:30 to 17.00: **phone: [●]**;
      2. e-mail address for the Service orders and communication on business days from 8:30 to 17.00: **e-mail: [●]**;
      3. 24-hour helpline for the Service requests and communication regarding solving urgent issues outside working hours and on weekends: **phone: [●]** and **e-mail: [●]**.
   2. Electronic reservation systems. The Contractor shall use electronic reservation systems in order to provide the Services.
   3. Orders. The Company shall place an order for the Services by its Representative in accordance with the procedure set out in Clause 4.1, Clause 4.5 and **Annex A: Technical Specification – Technical Proposal.**
   4. Order management. The Contractor shall process all orders for the Services placed by the Company not later than within 1 (one) hour of receipt of the order, by submitting to the Company’s Representative appropriate options to choose from. Offered options shall contain information on hotel booking conditions, ticket change and cancellation policies and other essential terms regarding provision of the Services. In addition to previously mentioned, an indication of the most advantageous option shall be provided. In any case, the Company shall be entitled to determine which option to choose, and the Contractor shall ensure that the Services are provided taking into account the Company’s wishes. The provisions of this Clause 4.4 shall not apply to emergency and crisis situations mentioned in Clause 4.5.
   5. Emergency situations. In emergency and crisis situations the Contractor shall provide the Services (ticket and reservation delivery) electronically within [●] ([●]) minutes after receipt of the Company’s instructions. The provisions of this Clause 4.5 shall also apply outside of the normal working hours.
   6. No waiver. The Company’s review or acceptance of the Services or any payments under this Agreement shall not be interpreted or construed to operate as a waiver of any right or cause for action under this Agreement.
   7. Meetings. The Company shall have a right, at any time during the Services provision period, to convene online meetings with the Contractor to discuss matters relevant to any activities contemplated under this Agreement. The time of such meetings shall be within the sole discretion of the Company. The Contractor undertakes to act in good faith and reasonably cooperate with the Company with respect to the holding of and participating in any such meetings. If requested by the Company, the Contractor shall record meetings between Parties and prepare meeting reports within 5 (five) business days after each meeting. All meeting reports shall be confirmed by the Company.
   8. Circumstances affecting performance. Each Party shall have an obligation to promptly notify the other Party in writing of any event or circumstances capable of impeding the proper or timely performance of its respective obligations under this Agreement.
   9. Impediments and delays. If timely performance of the Services is affected due to impediments or delays caused by the Company or any third parties engaged by the Company:
      * 1. the Contractor shall promptly notify the Company of the circumstances and probable effects of such impediment or delay on the performance of the Services (if not notified in timely manner, the Contractor shall lose its right to make any claim in this respect); and
        2. the Parties shall in good faith discuss such allegation of the Contractor, and, if agreed, the duration of the Services shall be extended by the number of hours directly affected by such impediment or delay.
5. Fee, Payments AND ACCEPTANCE
   1. Fee. In consideration of the due provision of the Services, the Company undertakes to pay to the Contractor a fee (the “Fee”) which shall be determined in compliance with **Annex B: Financial Proposal**.
   2. Direct service providers costs. In addition to the Fee, in case it is not contrary to the Agreement (especially to **Annex A: Technical Specification – Technical Proposal** and **Annex B: Financial Proposal**), the Company undertakes to pay to the Contractor for costs which shall be paid to direct service providers (without extra mark-up) in case these costs are approved by the Company and are related to the Services, i.e., for transport tickets, hotels, transfers, car rental services, insurance, visas etc. The Contractor shall be liable for its own errors, e.g., incorrect bookings, and it shall have no right to request reimbursement by the Company of such direct service providers costs.
   3. VAT. Value added tax (“VAT”) will be charged at the rate applicable by the Applicable Laws at the time of invoicing.
   4. Compliance with tax obligations. Subject to the provisions of Clause 5.2, it is acknowledged and agreed by the Parties that the Fee shall include all taxes and duties payable by the Contractor in the consequence of provision of the Services, except VAT. The Contractor shall, at the sole cost and expense of the Contractor, comply with the obligation to pay all taxes and duties relevant to the provision of the Services in accordance with Applicable Laws. In addition, the Contractor shall assume all risks associated with the payment or obligation to pay such taxes and duties, if any. The Contractor assumes all risks associated with the possible increase in the amount of the Fee arising as a result of the obligation of having to pay any such taxes or duties.
   5. All-inclusive. The Fee is the all-inclusive consideration for the duly provided Services. Subject to the provisions of Clause 5.2, the Fee includes reimbursement of all and any expenditure incurred by the Contractor toward performance of any steps, actions or measures contemplated in accordance with this Agreement (including, without limitation, meetings with the Company, costs of training of personnel of the Contractor, etc.). The Contractor agrees and acknowledges that, except as set forth in Clause 5.2 of this Agreement, it shall have no right to request reimbursement by the Company of any additional expenditure whatsoever as may have been incurred by the Contractor toward provision of the Services contemplated by this Agreement, unless reimbursement of such additional expenditure has been explicitly agreed between the Parties in writing.
   6. Payments, costs, and commissions. Payment of the Contractor's invoices will be made in euro by bank transfer. Each Party shall bear its own costs, fees, commissions and expenses incurred in connection with the transfer of any funds under this Agreement to the other Party.
   7. Invoice details. The Contractor’s invoices shall contain the following details:

|  |  |
| --- | --- |
| Contractor: |  |
| Registration No: |  |
| VAT payer's No or indication that the Contractor is not a VAT payer: |  |
| Legal address, city, Zip code, country: |  |
| Legal name of Bank: |  |
| Bank SWIFT Code: |  |
| Bank Account No IBAN: |  |
| The Company’s VAT No: | LV40103845025 |
| Subject: | For provided services according to the Service Agreement No. [●] |
| Specific information for the Company: | [*CEF reference*]; Contract Manager: [●] |

* 1. Acceptance. Once every two weeks, the Contractor’s Representative shall submit an invoice specifying all the Services executed in the previous period. The Company will accept an invoice only if the Company does not have any objections against information on the invoice and the quality of the delivered Services.
  2. Deficiencies in invoices. If the Company finds deficiencies in the submitted invoices, the Company shall inform the Contractor about such identified deficiencies, and the Contractor shall submit a corrected invoice to the Company within 2 (two) business days after receiving information from the Company.
  3. Payments. The Company pays for received Services in accordance with the invoice prepared by the Contractor. The Contractor shall send the invoice to the Company electronically to the following e-mail address: [invoices@railbaltica.org](mailto:invoices@railbaltica.org). In case payment for the Services will be made from more than one financing source, and upon the Company’s request, the Contractor shall issue separate invoices corresponding to the amounts financed from the financing source as indicated by the Company. The Parties agree to recognize as valid and payable invoices prepared electronically without the “signature” part of the details area.
  4. Payment term. The Company shall pay the invoices submitted by the Contractor, within 14 (fourteen) days after the date when the Company has received a correct invoice for the respective period. Payment shall be deemed made when the Company has made a payment from its bank account to the Contractor’s bank account specified in the Agreement.
  5. Set-offs. The Company shall have the right to make the payments to the Contractor with set-off, retention, counterclaim, abatement, or other deduction of any kind that arises from this Agreement and from the obligations of the Contractor provided herein. If the Company uses the right to make the payments to the Contractor with set-off, retention, counterclaim, abatement, or other deduction of any kind, then the Company notifies the Contractor no later than on the due date of the respective payment stating the amount, the grounds and the basis for the use of the right to set-off, retention, counterclaim, abatement or other deduction or other right.
  6. VAT payer’s status*.* If required by the Applicable Laws, the Contractor shall obtain VAT payers status and VAT No. in the Republic of Latvia.

1. CONTRACTOR’s other obligations and covenants
   1. Standard of performance. Without prejudice to the requirements prescribed elsewhere under the Agreement, the Contractor shall:
      1. ensure that the Services comply with (i) the specifications and requirements contained in the Procurement Regulations, including the Technical Specification, (ii) the Applicable Laws, (iii) reasonable requirements, comments or specific instructions of the Company, (iv) to the extent not being contrary to any of the above, the terms and conditions contained in the Contractor’s Proposal, as well as (v) the Good Industry Practices;
      2. carry out the Services and develop in a conscientious, diligent, expeditious, proper, workmanlike and impartial manner;
      3. use its best efforts, skill and experience in delivering the Services and to allocate qualified and suitable key personnel devoting such time as is reasonably required to fulfil the Contractor’s duties hereunder;
      4. ensure that whenever required under this Agreement, the Applicable Laws or upon receipt of a separate request from the Company, presentation materials etc. under or in relation to this Agreement features logos or other requisites pertinent to the Global Project, including, without limitation, reference to the fact that the Global Project is financed under the auspices of CEF.
   2. Maintenance of records. During the term of the Services and for a period of 10 (ten) years from expiration or termination of this Agreement for any reason whatsoever, the Contractor shall keep and maintain clear, adequate, and accurate records and documentation evidencing, to the reasonable satisfaction of the Company, that the Services have been carried out in accordance. In case of on-going audits, appeals, litigation or pursuit of claims concerning the grant, including in the case of correction of systemic or recurrent errors, irregularities, fraud or breach of obligations, the records shall be kept and maintained longer.
   3. Access to documentations. At all times during the term of the Services, the Company shall have access to all documentation related to the Services. This access shall be continuing and survive the termination of this Agreement for either cause or convenience. The documentation shall be kept accessible in a generally recognized format for a period of 10 (ten) years from the date of expiration or termination of this Agreement. All records forming part of such Documentation shall be available to the Company’s auditor, or expert appointed by the Company during the abovementioned period of time.
   4. Right to sub-contractors and staff. In carrying out the Services, the Contractor may rely only on the services of the Approved Sub-Contractors and the Approved Staff. In this respect:
      1. The list of the Approved Sub-Contractors and the Approved Staff may, from time to time, be modified or supplemented in agreement with the Company and in accordance with the terms and subject to the criteria contained in the Applicable Laws. The Parties shall specify the name, contact details and legal representative(s) of each Approved Sub-Contractor and Approved Staff as at the Signing Date in**Annex C: List of Approved Sub-Contractors and Approved Staff.**
      2. The Contractor shall have an obligation to notify the Company in writing of any changes to Approved Sub-Contractor or the Approved Staff data specified **Annex C: List of Approved Sub-Contractors and Approved Staff** occurring during the term of this Agreement and of the required information for any new Approved Sub-Contractors or the Approved Staff member which it may subsequently engage toward provision of the Services.
      3. The Contractor shall obtain prior written consent of the Company for the replacement of each Approved Sub-Contractor or each Approved Staff member indicated in **Annex C: List of Approved Sub-Contractors and Approved Staff** and involvement of additional sub-Contractors or staff members. Review and evaluation of the replacement of Approved Sub-Contractors or Approved Staff shall be carried out, and the consent or refusal to give consent shall be rendered by the Company in accordance with Applicable Laws (in particular, Article 62 of the Public Procurement Law of the Republic of Latvia).
      4. The Contractor 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 Approved Sub-Contractors or the Approved Staff shall, for the purposes of this Agreement, be deemed to be the act, failure to act, breach or negligence of the Contractor itself.
      5. The Contractor must replace every Approved Staff or Approved Sub-Contractor’s member involved in the performance of the Services, if requested by the Company and supported by the reasons such as repeated careless performance of duties, incompetence or negligence, non-fulfilment of obligations or duties stipulated in the Agreement, as well as other reasons prescribed under the Agreement.
   5. No conflicting activity. Except with the Company’s knowledge and express written permission, the Contractor shall not engage in any activity or accept any employment, other agreement, interest, or contribution that would reasonably appear to compromise the Contractor’s professional judgment and performance with respect to the provision of Services and/or the Global Project. In performing the Services, the Contractor shall take all necessary measures to prevent any situation where the impartial and objective implementation of the Services is compromised for reasons involving economic interest, political or national affinity, family, or emotional ties or any other shared interest.
   6. Information furnished by Company. The Contractor shall be entitled to rely on the accuracy and completeness of information furnished by the Company. The Contractor shall provide prompt written notice to the Company if the Contractor becomes aware of any errors, omissions, or inconsistencies in the information provided by the Company provision of the Services.
   7. Visibility requirements. At all times during performance of the Services, the Contractor undertakes to comply with each of the following requirements:
      1. any report, brochure, document, or information related to the Services carried out by the Contractor hereunder or any other person, or which the Contractor makes publicly available shall include each of the following:
         * 1. a funding statement which indicates that the Services are financed from CEF funds substantially in the following form: “Co-financed by the Connecting Europe Facility of the European Union”;
           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
           3. the flag of the Council of Europe and the European Union.
      2. the requirements set forth in Clauses 6.7.1(a) and 6.7.1(c) can be complied with by means of utilizing the following logo (if the Contractor uses this logo, the Contractor shall ensure that the individual elements forming part of the logo are not separated (the logo shall be used as a single unit) and sufficient free space is ensured around the logo):



* + 1. in order to comply with the latest applicable visibility requirements established by the European Union, the Contractor shall regularly monitor changes to visibility requirements; as at the Signing 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>.
  1. Reporting. The Contractor shall, in a format and at intervals to be determined by the Company:
     + 1. provide the Company with reports and status updates on the progress of the Services;
       2. use reasonable endeavours to provide any other information and status updates as may be reasonably requested by the Company at any time; and
       3. report on any changes to the Annexes of this Agreement which the Contractor considers may be needed in order to fulfil the objectives set out in the Agreement (in any case, any change to the above-mentioned documentation can be made only pursuant to this Agreement, if agreed by Parties, and, if the proposed changes are compliant with the Applicable Laws).

1. company’s other obligations and covenants
   1. Supply of information. Unless otherwise provided under this Agreement, the Company shall, in a timely manner, provide to the Contractor any information as may reasonably be requested by the Contractor for the purposes of the Services, provided that the Company is in possession of such information.
   2. Review of Documentation. The Company shall examine Documentation as may be submitted by the Contractor for review by the Company toward completion of the Services and shall give comments regarding their adequacy.
   3. Decisions. On all matters properly referred to it in writing by the Contractor, the Company shall give its decision in writing so as not to delay the provision of Services and within a reasonable time.
   4. Terms of direct service providers. Unless otherwise provided under this Agreement, the Company shall abide reasonable terms and conditions set by airlines, shipping and land transport companies, hotels, travel agents and tour operators etc., in case the Contractor has informed the Company about them.
2. Representations and Warranties
3. 1. Certain representations and warranties of the Parties. Each Party represents and warrants to the other Party, as of the Signing Date, as follows:
      * 1. it has full power to enter into and perform this Agreement, and the person signing this Agreement on its behalf has been duly authorized and empowered to enter into such agreement;
        2. it has read this Agreement, understands it and agrees to be bound by it;
        3. it has entered into this Agreement with the aim of attaining all of the objectives and performing in all material respects all of the obligations and commitments herein set forth;
        4. it has entered into this Agreement without having any intention or goal whatsoever to violate the Applicable Laws, its own articles of association, other constitutional documents, laws or agreements of any kind to which it is a party to;
        5. it is not bankrupt and is not the subject of insolvency or winding-up proceedings, where its assets are being administered by a liquidator or by the court, it is not in an arrangement with creditors, where its business activities are suspended, or it is in any analogous situation arising from a similar procedure under the laws of the country where it is registered and submits its tax accounts; and
        6. it has entered into this Agreement of its own volition and in good faith.
   2. Certain representations and warranties of the Contractor. The Contractor represents and warrants to the Company, as of the Signing Date, as follows:
      * 1. it has all requisite qualification, skills and competence to perform the Services on the terms and conditions of this Agreement which are no less favourable than the terms and conditions of service identified by the Contractor in any document submitted by the Contractor to the Company as part of the Procurement Procedure and on the terms of the Contractor’s Proposal;
        2. it holds and will hold for the entire term of the Agreement all requisite accreditations, recognitions, licenses, permits, approvals and consents necessary under the Applicable Laws to enable performance by the Contractor of the Services;
        3. it has all requisite ability to ensure the highest quality of the Services;
        4. it will assign competent and duly qualified personnel to carry out the Services according to the highest professional standards and the Good Industry Practices;
        5. it will ensure that during performance of the Agreement it has a valid certification in Register of Travel operators and agents of Republic of Latvia or in equal register abroad;
        6. it will ensure that during performance of the Agreement it has a valid membership in International Air Transport Association (the “IATA”) or membership in association which functions are equal to the IATA;
        7. it will ensure that during performance of the Agreement the Approved Staff members has valid Certified Travel Consultant status or IATA Travel and Tourism Consultant certificate or IATA Foundation in Travel and Tourism certificate or equal certificates.
        8. it is not deemed to be a person associated with the Company for the purposes of the Applicable Laws;
        9. it is compliant with all of the requirements of the Contractor’s Declaration, available on the Company’s website (<https://www.railbaltica.org/wp-content/uploads/2019/03/Common-procurement-standards-and-guidelines_appendix6.pdf>) and will continue to be compliant with all such requirements during the term of this Agreement;
        10. it has been registered as a VAT payer in the Republic of Latvia *[OR if the Contractor and the Company are residing in different jurisdictions, the Services under this Agreement will not be provided through a permanent establishment or fixed base maintained by the Contractor in the Republic of Latvia*. The Contractor is aware that the applicable laws of Latvia prescribe certain instances when payments to non-residents are subject to a withholding tax (for instance, in case of management and consultancy services), and the Company will be obliged to make such withholdings with the following exception. No withholdings will be made if the Contractor (before the Company will be obliged to make any payment under the Agreement) will provide all necessary information and documents (including, where relevant, a residence certificate confirmed by the competent authority of the Contractor’s country of residence and the Latvian State Revenue Service) allowing to make an exemption from such withholding pursuant to the terms of the applicable laws of Latvia and international conventions or agreements between Latvia and the Contractor’s country of residence].
4. variations
   1. Variations. Notwithstanding any provisions in this Agreement to the contrary, whenever the Company or the Contractor reasonably consider that a variation to the Agreement (the “Variations”) is necessary, the Company and the Contractor shall negotiate in good faith on the terms of the intended Variations. For the avoidance of doubt, no Variation shall be effective unless and until concluded in writing by the respective Parties.
   2. Variations scope*.* For the purpose of the Agreement, as the case may be, Variations may be issued in respect of:
      1. amendments to the Agreement or any part thereof, to comply with the amendments or adjustments to the Applicable Laws;
      2. amendments to the Technical Specification to comply with any requirements (mandatory or optional) of the national security agencies or any other state or municipal authorities or institutions of the Republic of Latvia, Republic of Estonia, and Republic of Lithuania, which are entitled to issue decrees, instructions or recommendations with respect to the provision of the Services or the implementation of the Global Project;
      3. supply of additional services not previously foreseen under the Agreement;
      4. provisions of the Agreement, which prescribe the conclusion of Variations;
      5. implementation of any amendments to the Agreement as initiated or approved by the Company during the provision of the Services which are necessary due to such reasons which the Company could not foresee in advance.
   3. Limitations to the Variations*.* In case of Variations due to supply of additional Services or due to reasons which the Company could not foresee in advance, the total value of the Agreement may not change by more than the maximum amount permitted under the Applicable Laws.
   4. De minimis*.* Notwithstanding anything to the contrary contained in the Agreement, the Company and the Contractor may agree on the supply of additional services not previously foreseen under the Agreement if they do not change the nature of the Agreement (type and purpose specified herein) and if the total value of such additional services does not concurrently reach the thresholds specified under the Applicable Laws (in particular, Clause 5 of Article 61 of the Public Procurement Law of the Republic of Latvia).
   5. Variations fee*.* If possible, fee for additional services as a result of Variations, if any, shall be determined taking into account the calculations and fees under **Annex A: Technical Specification – Technical Proposal** and **Annex** B**: Financial Proposal***.* Furthermore, such fee shall be consistent with the market practice and proportionate to the Fee for the Services with similar scope under the Agreement, if any. Variations not resulting in additional services or works, including Variations related to the timeline of the provision of the Services, shall not result in additional fees or compensation of costs.
5. Communication
   1. Main principles. Communication under the Agreement (e.g., information, requests, submissions, formal notifications, etc.) must:
      * 1. be mainly carried out in English. Latvian language can be used if Company’s Representatives agree to its use;
        2. be made in writing (including electronic form) or orally (if this is not contrary to other provisions of the Agreement);
        3. be primarily carried out between the Representatives as specified in Clause 10.4 or otherwise notified to each other;
        4. bear the Agreement’s number.
   2. Presumption of receipt. Notices, declarations, invoices etc. shall be deemed received:
      * 1. if delivered by hand, on the first (1) business day following the delivery day;
        2. if sent by post, on the fifth (5) Business Day after the date of posting;
        3. if sent by e-mail, the same Business Day if sent prior to 17:00 o’clock and the next Business Day if sent after 17:00 o’clock (Eastern European Time); communication by e-mail is deemed made when it is sent by the sending Party to the receiving Party, unless the sending Party receives a message of non-delivery.
   3. Exchange over internet. For the purposes of the performance of the Agreement, the Parties agree that information may be exchanged electronically over the internet, always complying with the IT security requirements, if any, determined by the Company.
   4. Representatives. The Company and the Contractor shall appoint an officer, employee or individual to serve as its representative toward the implementation of the Agreement and supply or receipt of the Services (including the request or confirmation of the Services, invoices, etc.), with full authority to act on its behalf in connection with this Agreement, but without the right to conclude amendments to the Agreement (the “Representative”). Any restriction placed by either Party on its Representative’s authority shall be notified to the other Party in writing to be effective. The Company’s Representatives may delegate their authority by notice in writing specifying the contact information of the delegate and specifying the scope of authority so delegated. The Company may replace or remove any Representative by notifying in writing the Contractor immediately, but not later than 1 (one) business day after the replacement or the removal of the respective Representative. The initial Representatives are:
      * 1. the authorised Representative of the Company for the Agreement fulfilment issues and procedures is [●], e-mail: [●], phone: [●].
        2. the authorised Representatives of the Contractor for the Agreement fulfilment issues and procedures is the Approved Staff whose data can be viewed in **Annex C: List of Approved Sub-Contractors and Approved Staff**.
6. Intellectual Property Rights
   1. Proprietary rights. All intellectual property rights (the “Intellectual Property”) created by the Contractor in relation to the Services is and shall become the property of the Company as of the moment of creation regardless of whether the respective Documentation etc. is produced or finally accepted.
   2. Copyright waiver. The Company may use Documentation that is created by the Contractor in relation to provision of the Services in any manner the Company sees fit for the benefit of the Global Project starting from the moment of creation regardless of whether respective Documentation is produced or finally accepted. The Company may reproduce and disclose this kind of Documentation to any of its cooperation partners or other Global Project stakeholders without any approval of the Contractor and without incurring obligation to pay any royalties or additional compensation whatsoever to the Contractor. The Company can combine Documentation produced by the Contractor and can use it with other deliverables produced by other persons and publish them in their entirety or in parts (acting in a good faith and abstaining from modifications of any data and information) without incurring obligation to pay any royalties or additional compensation whatsoever to the Contractor. The Company is not required to publish the author of this kind of Documentation, but the Company may not however misrepresent the author of such Documentation.
   3. No additional royalty. It is acknowledged and agreed by the Parties that consideration for the transfer of ownership in the Intellectual Property shall be forming part of the Fee and no additional royalty, fee or other consideration of any kind shall be payable by the Company to the Contractor or to any third party in consideration of the transfer of ownership in the Intellectual Property.
   4. Other Contractor’s representations and warranties. The Contractor represents and warrants that:
      * 1. it owns all intellectual property required for the purposes of completing its obligations under this Agreement and that, to the extent any intellectual property in any Documentation is not owned by the Contractor, it has obtained all requisite consents from owner(s) of all such intellectual property to fulfil all of the obligations undertaken by the Contractor under this Agreement and has fully discharged all obligations with respect to payment of any royalties or fees;
        2. that no Documentation and information deliverable to the Company under the terms of this Agreement will infringe any existing intellectual property of any third party.
   5. License in Contractor’s intellectual property. The Contractor hereby grants the Company an irrevocable and non-exclusive license to use any intellectual property of the Contractor which is provided under the Agreement, provided and to the extent the intellectual property of the Contractor is used by the Company for the purposes of the Global Project. It is agreed and acknowledged by the Parties that the license fee for the grant of license in accordance with this Clause 11.5 forms part of the Fee.
   6. Contractor’s liability. In the event, any of the representations or warranties contained in this Section 11 prove to be untrue or inaccurate, the Contractor undertakes, at its own cost and expense, to indemnify the Company and defend and settle any claim raised by any third-party against the Company alleging infringement of its intellectual property in the Documentation and information. In the event a court of competent jurisdiction resolves in a binding judgment that the Documentation and information, or any part thereof, infringe Intellectual Property of any third party, the Contractor shall, at its own cost and expense, procure for the Company the right of continued use of the Documentation and information, or part thereof infringing intellectual property of a third party.
7. TERM, Termination and suspension
   1. Entry into force and expiry. The Agreement enters into force when signed by the Parties and expires once the Parties have fulfilled their contractual obligations arising out of this Agreement, unless terminated earlier pursuant to the provisions of the Agreement.
   2. Termination for material breach. Either the Company or the Contractor shall be entitled to terminate this Agreement by submitting a written notice to the other Party at least 10 (ten) business days in advance in the event of material breach by the Party of any of its obligations under this Agreement. The written notice of termination shall contain an itemized description of the breach. For the purposes of this Clause 12.2 an event of material breach shall include any of the following:
      * 1. failure to pay more than 2 (two) invoices within the time limit and procedure set in the Agreement, in case these infringements are not remedied within 10 (ten) days after a written warning has been issued;
        2. failure by provided Services to conform requirements contained in the Agreement, provided that such failures occurs at least 3 (three) times a year and a prior written complaints has been issued;
        3. any of the representations or warranties given by either Party under Clause 8.1 or any of the declarations, representations or warranties given by the Contractor under Clause 8.2 or the Contractor’s Declaration proves to be untrue.
   3. Parties’ right to terminate immediately. Notwithstanding anything to the contrary contained in this Agreement, the Company and the Contractor may terminate this Agreement immediately upon giving the other Party a written notice of termination explaining, in reasonable detail, the reason for termination upon occurrence of any of the following:
      * 1. breach by a Party of Clause 20.1;
        2. an event of Force Majeure has been continuing during more than sixty (60) days;
        3. a Party had passed a resolution for winding-up (other than in order to amalgamate or reconstruct);
        4. a Party is unable to pay its debts and has presented a petition for voluntary bankruptcy;
        5. a Party had a bankruptcy order issued against it;
        6. liquidation, insolvency or legal protection proceedings have been initiated with respect to a Party or a Party is declared insolvent;
        7. the occurrence of any event analogous to the events enumerated under above paragraphs (d) - (f) under the law of any jurisdiction to which a Party’s assets and undertaking are subject.
   4. Company’s right to terminate immediately. The Company may terminate this Agreement immediately upon giving the Contractor a written notice of termination explaining, in reasonable detail, the reason for termination, if:
      * 1. CEF co-financing for further financing of the Services is not available to the Company fully or partly;
        2. breach by the Contractor of any of the confidentiality undertakings contained in Section 15 or the undertakings under Clause 6.4;

If paragraph (a) or (b) of this Clause 12.4 is applied, the Company shall pay the Contractor in respect of the Services already provided under this Agreement up to the date of the notification of the termination of this Agreement, but the Company shall have no other liability in this respect (including, but not limited to not being obliged to pay contractual or any other penalty or Damages to the Contractor);

* + - 1. it is not possible to execute the Agreement due to the application of international or national sanctions, or the European Union or the North Atlantic Treaty Organization applied sanctions significantly affecting interests of financial or capital market;
      2. the Contractor has arbitrarily stopped performance of the Agreement.
  1. Company’s right to terminate. The Company upon its sole discretion has the right to terminate the Agreement unilaterally at any time by sending a written notice of termination to the Contractor's legal address specified in the Agreement in writing at least thirty (30) days in advance.
  2. Termination according to Public Procurement Law*.* The Agreement can be immediately terminated by the Company upon giving the Contractor a written notice of termination explaining, in reasonable detail, the reason for termination upon occurrence of any of the provisions mentioned in the Article 64 of the Public Procurement Law of the Republic of Latvia. In such a case, the Company shall pay the Contractor the Fee in respect of the Services already provided under this Agreement up to the date of the notification of the termination of this Agreement, but the Company shall have no other liability in this respect (including, but not limited to not being obliged to pay contractual or any other penalty or Damages to the Contractor).
  3. Consequences of termination. Upon expiration or termination of this Agreement, the obligations of the Parties set forth in this Agreement shall cease, except with respect to the following:
     + 1. any obligations arising as a result of any antecedent breach of this Agreement or any accrued rights; and
       2. the provisions stipulated in accordance with Clauses 6.2, 6.3, Section 11, Section 13, Section 15*,* Section 16*,* Section 17, Section 18 and Clause 20.1 which shall survive the termination or expiry of this Agreement and continue in full force and effect along with any other Clauses of or Annexes hereof which are necessary to give effect to the Clauses specifically identified in this Clause 12.7(b).
  4. Company’s obligation to pay. In the event this Agreement is terminated for any reason prior the Agreement term which is mentioned in Clause 3.2, the Company shall have an obligation to pay the Contractor for all the Services it will receive up to the date of termination.
  5. No obligation to pay costs incurred prior to acceptance*.* Notwithstanding anything set forth in this Agreement to the contrary including, without limitation, under Clause 12.8, the Company shall have no obligation to pay any of the costs incurred by the Contractor with respect to the Services (or part of the Services) not deemed as having been accepted by the Company in accordance with Clause 5.8.
  6. No prejudice to other rights. The right to terminate this Agreement shall be without prejudice to any other right of either Party which has accrued prior to or as a result of such termination or to any remedy available to either Party under the terms of this Agreement or in accordance with the Applicable Laws.

1. Liability
2. 1. Liability of Parties. The Contractor shall be liable to compensate Damages incurred by the Company arising out of or in connection with this Agreement and pay contractual penalty set forth in accordance with Clause 13.2 if a breach of any of the obligations of the Contractor under this Agreement is established against the Contractor. The Company shall be liable to pay the contractual penalty set forth in accordance with Clause 13.2 if a breach of payment obligations of the Company under this Agreement is established against the Company.
   2. Contractual penalty. In the event the actions and/or inactions of the Contractor result in a failure by the Contractor to meet any of the set deadlines the Company shall be entitled to claim from the Contractor a contractual penalty in the amount of 100 EUR (one hundred euro) for each time these infringements occur. In the event of failure by the Company to pay any amount in accordance with Clause 5.11, the Contractor shall be entitled to claim from the Company a contractual penalty in the amount of 0.1% (zero point one percent) from the delayed amount for each day of delay, provided that the total amount of such contractual penalty payable by the Company under this Clause 13.2 shall not exceed 10% (ten percent) of the delayed amount.
   3. Compensation for Damages. Notwithstanding of and without prejudice to any contractual penalty payable in accordance with Clause 13.3 and subject to the provisions of Clause 13.5, in the event it is established that either Party is liable to the other Party (or relevant Party’s sub-contractor) with respect to any breach of its respective obligations under this Agreement, the liable Party shall compensate the other Party for any Damages incurred as a result of such breach, subject to the following terms:
      * 1. the amount of compensation shall be limited to the amount of reasonably foreseeable Damages suffered as a result of the breach(es), but not otherwise; and
        2. if either Party is considered to be liable jointly with third parties to the other, the proportion of compensation payable by the liable Party shall be limited to that proportion of liability which is attributable to the breach by the liable Party.
   4. Attribution of Damages. Any Damages suffered by either Party shall, for the purposes of Clause 13.3, be reduced to the extent that the Damages are caused by or contributed to by the other Party’s own negligence or breach of its obligations under this Agreement.
   5. Limitation of liability. Notwithstanding anything to the contrary set forth in this Agreement, in no circumstances shall any Party be liable to the other Party for any loss of production, loss of profit, loss of revenue, loss of contract, liability incurred under other agreements or any indirect or consequential loss arising out of or in connection with this Agreement.
3. Force Majeure
   1. Effects of Force Majeure Event. Subject to the requirements set forth in accordance with Clauses 14.2 and 14.3, 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.
   2. Action on becoming aware of Force Majeure Event. Each Party shall at all times, following the occurrence of a Force Majeure Event:
      * 1. take reasonable steps to prevent and mitigate the consequences of such an event upon the performance of its obligations under this Agreement, 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
        2. 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 14.2(a).
   3. Notification requirements. 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 10 (ten) business 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 14.2 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.
   4. Notification of resumed performance. The affected Party shall notify the other Parties 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).
   5. Mitigation of effects of Force Majeure Event. As soon as practicable after the notification specified pursuant to Clause 14.3, the Parties shall use reasonable endeavours to agree appropriate terms or modifications to the Services to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of this Agreement.
4. Confidentiality
5. 1. Confidential Information. “Confidential Information” means, in relation to the Company, all information of a confidential nature relating to the Company and its affiliates which is supplied by the Company (whether before or after the date of this Agreement) to the Contractor, 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:
      * 1. the Company confirms in writing is not required to be treated as confidential; or
        2. the Contractor 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 Company and was not previously acquired by the Contractor from the Company or its affiliates under an obligation of confidence; or
        3. was developed by or for the Contractor at any time independently of this Agreement.
   2. Undertakings with respect to Confidential Information. The Contractor shall:
      * 1. at all times keep confidential all Confidential Information received by it and shall not disclose such Confidential Information to any other Person; and
        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 Company.
   3. Permitted disclosure. The Contractor shall, without the prior written consent of the Company, be entitled to disclose Confidential Information:
      * 1. that is reasonably required by the Contractor in the performance of its obligations pursuant to this Agreement, including the disclosure of any Confidential Information to any employee, agent, officer, Approved Sub-Contractor or adviser to the extent necessary to enable the Contractor to perform its obligations under this Agreement;
        2. to enable a determination to be made pursuant to Section 17;
        3. 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;
        4. to the extent required by the Applicable Laws 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; or
        5. 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.
   4. Obligations of recipients. Whenever disclosure is permitted to be made pursuant to Clauses 15.315.3(a) or15.315.3(c), the Contractor shall require that the recipient of Confidential Information be subject to the same obligation of confidentiality as that contained in this Agreement.
   5. Obligations on termination or expiry of Agreement. If this Agreement is terminated for whatsoever reason or it expires or the Company so requests, the Contractor shall:
      * 1. return to the Company all of the Confidential Information then within the possession or control of the Contractor; or
        2. destroy such Confidential Information using a secure and confidential method of destruction.
   6. No press release. Save as required by the Applicable Laws, the Contractor shall not issue any press release in relation to the matters contemplated under this Agreement without the prior written consent of the Company (such consent not to be unreasonably withheld or delayed) as to both the content and the timing of the issue of the press release.
   7. Right to publish. For the avoidance of any doubt, the Company shall have the right to publish any of the documents, information or data provided by the Contractor to the Company during provision of the Services.
   8. Remedies. The Parties acknowledge and agree that a breach of the provisions of this Section 15 may cause the owner of Confidential Information to suffer irreparable Damages that could not be adequately remedied by an action at law. Accordingly, the Contractor agrees that the owner of Confidential Information that is disclosed in breach of Clauses 15.2, 15.4 or 15.6 may be entitled to specific performance of those provisions to enjoin a breach or attempted breach thereof and to any other remedy, including, inter alia, damages and injunctive relief, awarded by a court of competent jurisdiction.
6. Right to Audit
   1. Right to audit. Notwithstanding anything to the contrary set forth in this Agreement, the Company itself, a reputable outside independent body or expert engaged and authorized by the Company shall be entitled to inspect and/or audit the Contractor to ensure compliance with the terms of this Agreement, including inspecting and/or auditing:
      * 1. the performance of any aspect of the Services; and/or
        2. any documentation, including all payrolls, accounts of the Contractor and/or other records used in or related to the performance of the Services.
   2. Obligation to assist. The Contractor shall provide all reasonable assistance to the Company or the independent body authorized by the Company in carrying out any inspection or audit pursuant to this Section 16. The Company shall be responsible for its own costs, or the costs incurred by the outside independent body designated by the Company, incurred toward carrying out such inspection or audit, unless, in the case of any such audit, that audit reveals that the Contractor is not compliant with the terms of this Agreement, in which case the Contractor shall reimburse the Company for all of its additional reasonable costs incurred, provided such non-compliance is material.
   3. Survival of termination. The rights and obligations of the Company set forth in accordance with this Section 16 shall survive expiration or termination of this Agreement for any reason and shall continue to apply during the period of 10 (ten) years following expiration or termination of this Agreement for any reason whatsoever.
7. On-the-spot visits
8. 1. Right to perform on-the-spot visits*.* By submitting a written notice 5 (five) business days in advance, but at the same time reserving the right of an unannounced on-the-spot visits without any advance notice, the Company may carry out on-the-spot visits to the sites and premises where the activities implemented within the Agreement are or were carried out.
   2. Personnel involved*.* On-the-spot visits may be carried out either directly by authorised staff or representatives of the Company or by any other outside body or third party authorised to do so on behalf of the Company. Information provided and collected in the framework of on-the-spot visits shall be treated on confidential basis. The Company shall ensure that any authorised outside body or third party shall be bound by the same confidentiality obligations.
   3. Access to the information*.* The Contractor 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.
   4. OLAF checks and inspections*.* 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.
9. Governing Law and Resolution of Disputes
   1. Governing law. This Agreement shall be governed by and construed in accordance with law of the Republic of Latvia.
   2. Resolution by amicable means. The Parties shall first attempt to settle any dispute, controversy or claim arising out of or relating to this Agreement through good faith debate, discussion, and negotiating prior to submitting them to mediation, arbitration, or other legal proceeding.
   3. Venue for resolution of disputes. Should the Parties fail to settle such disputes, controversies or claims within 2 (two) months by amicable negotiations, 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.
   4. Language. The Parties hereby represent and warrant that the English language is understandable for both Parties in accordance with Article 8(1)(a) of the Regulation (EC) No 1393/2007 of the European Parliament and of the Council of 13 November 2007 on the service in the Member States of judicial and extrajudicial documents in civil or commercial matters (service of documents) and repealing Council Regulation (EC) No 1348/2000.
10. DATA PRIVACY
    1. For the purpose of implementation of the Agreement, the Parties will transfer to each other certain personal data, such as data on employees and other data subjects (names, surnames, e-mail addresses, business addresses, phone numbers, personal codes and other data relating to the implementation of the Agreement).
    2. The Parties agree and acknowledge that for the purpose of the Agreement each of the Parties shall be viewed as controllers of personal data.
    3. The personal data transferred by each Party to the other Party will be processed in accordance with the procedure, terms and conditions established in the Agreement and Applicable law.
    4. The Party shall transfer the personal data to the other Party and such other Party shall process the personal data only for the purposes of implementation of the Agreement and other such purposes as required by Applicable laws. The Parties agree that except where the Party has a separate legal basis for processing the personal data referred to in the laws governing the protection of personal data arising outside the Agreement, they shall not process the personal data for any other purpose except as referred to in the present Clause of the Agreement.
    5. Besides other obligations provided for in the Agreement and the Applicable laws, each of the Parties undertake:
       1. To process the personal data to the minimum extent necessary;
       2. Not to infringe any rights of the data subjects;
       3. To implement and apply proper and necessary organizational and technical measures ensuring the compliance with the requirements of the Applicable laws;
       4. To duly keep records of the personal data processing activities if such an obligation arises from the requirements of the Applicable laws;
       5. To immediately notify the other Party if, in the opinion of the notifying Party, the actions of the other Party are likely to violate the requirements of the laws governing the protection of personal data;
       6. To ensure the compliance with other requirements of the laws governing the protection of personal data.
    6. Taking into account the level of development of technical capacities and the nature, scope, context and objectives of the processing of personal data, as well as the probability and seriousness of risks arising from data processing to rights and freedoms of data subjects concerned, each Party, prior to commencing the processing of personal data, will implement and maintain throughout the processing of personal data the appropriate technical and organizational measures necessary to ensure the protection of personal data and the protection and implementation of rights of the data subjects established in the Applicable laws.
    7. In the event of personal data security violation, or if a Party reasonably suspects such a violation, such a Party shall immediately, however, in any case not later than within twenty-four (24) hours after having become aware of this, inform the other Party in writing and provide all information and data relating to such a violation. In this relevant case, the notifying Party shall provide at least the following information:
       1. The nature of the personal data security violation, including, if possible, categories and an approximate number of data subjects involved as well as categories and an approximate number of relevant records of personal data;
       2. The name and contact details of the data protection officer and the name and contact details of another person who can provide more information;
       3. The expected consequences of the personal data security violation;
       4. The measures taken or proposed to be taken in order to eliminate the personal data security violation, including,where appropriate, measures to reduce the potential negative consequences thereof.
    8. The Parties shall cooperate in every possible way and assist each other in:
       1. eliminating the violation of the personal data security as well as its negative consequences, and/or:
       2. proving that all necessary measures have been taken to prevent and correct the violation.
    9. Each Party shall properly document the fact of the personal data security violation and any actions of elimination of its consequences in order at the request of the other Party it would be possible to effectively prove that the Parties have taken all measures provided for in the laws. At the request of the other Party, the Party shall provide it with such documentation.
    10. Each of the Parties shall be entitled to transfer personal data to third parties and/or to a third state or to international organization, including the transfer of personal data for the purpose of their processing, only in accordance with the procedure and conditions defined in the Applicable laws. At the request of a Party, the other Party shall provide detailed information about what personal data has been transferred to what third state or international organization.
    11. In the event of a reasonable suspicion that the other Party inadequately implements the data processing requirements, the Party shall be entitled to suspend the provision of all or some personal data to the other Party until the latter eliminates the violation and presents evidence thereof and confirms its obligation to comply with this Agreement and the requirements of the laws in the future.
    12. Upon the disappearance of legal grounds to process personal data established in this Agreement, each of the Parties shall undertake to terminate the processing of personal data, unless it has a separate and independent right (arising outside the Agreement) to process the personal data.
11. Miscellaneous provisions
    1. Conflict of interest, corruption and fraud. Notwithstanding any penalties that may be enforced against the Contractor under the Applicable Laws, or the laws of other jurisdiction(s), the Contractor shall be deemed to have committed a breach under this Agreement and the Company shall be entitled to terminate this Agreement immediately and without any regard to the provisions of Clause **Error! Reference source not found.**, if it is shown that the Contractor is guilty of:
       * 1. offering, giving, receiving or soliciting anything of value with a view to influencing the behaviour or action of anyone, whether a public official or otherwise, directly or indirectly in the selection process or in the conduct of the Agreement; or
         2. misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Company, including the use of collusive practices intended to stifle or reduce the benefits of free and open competition.
    2. Damages covered by insurance. To the extent any Damages are actually covered by any insurance, the Parties waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance current as of the date of this Agreement.
    3. Relationship of Parties. The relationship between the Contractor and the Company under this Agreement is that of independent contractor. The Contractor (or the Approved Sub-Contractors or Approved Staff) is not an employee of the Company, is not carrying out the regular business of the Company and is not subject to the same employment regulations as are applicable to employees of the Company. Each of the Parties shall be solely and entirely responsible for their own acts and the acts of their employees and sub-contractors. No benefits, special considerations, or employer/employee-type provisions are provided by the Company to the Contractor, its employees, its consultants, or the employees of such consultants.
    4. Severability. If any provision of this Agreement shall be held to be illegal, invalid, void or unenforceable under the 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.
    5. Successors and assigns. The Parties 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, if not directly provided otherwise under the Agreement.
    6. Amendments and Variations. No amendment to or Variation of this Agreement shall be effective unless made in writing by duly authorized representatives of both Parties, if not provided otherwise herein. The Agreement can be amended in compliance with the provisions of Article 61 of the Public Procurement Law of the Republic of Latvia.
    7. Entire agreement. 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.
    8. Execution*.* This Agreement is executed as an electronic document.
12. DETAILS AND SIGNATURES OF THE PARTIES

|  |  |
| --- | --- |
| For and on behalf of the Company: | For and on behalf of the Contractor: |
| Name, title: **[•]** | Name, title: **[•]** |
|  |  |

[THIS DOCUMENT IS SIGNED ELECTRONICALLY WITH A QUALIFIED ELECRONIC SIGNATURE

AND CONTAINS TIME SEAL]

## Annex A: Technical Specification – Technical Proposal

## Annex B: Financial Proposal

## Annex C: List of Approved Sub-Contractors and Approved Staff

1. If the Tenderer submits the European single procurement document as the initial proof, there is no obligation to submit other documents, unless specifically requested by the Procurement Commission. [↑](#footnote-ref-2)
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. [↑](#footnote-ref-3)
3. **Beneficial owner** *(here and**for all other references to “Beneficial owner”)***:** a natural person who is the owner - legal person - or who controls the legal person, or on whose behalf, for whose benefit or in whose interests business relationship is being established or an individual transaction is being executed, and it is at least:

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

   **b)** regarding legal arrangements - a natural person who owns or in whose interests a legal arrangement has been established or operates, or who directly or indirectly exercises control over it, including who is the founder, proxy or supervisor (manager) of such legal arrangement. [↑](#footnote-ref-4)
4. Ibid. [↑](#footnote-ref-5)
5. https://registri.ptac.gov.lv/lv/turisma-operatoru-un-agentu-datubaze [↑](#footnote-ref-6)
6. Same subject-matter is considered as provision of travel Agency services for international and local business trips for company which total number of employees are not less the 200 (two hundred) people. [↑](#footnote-ref-7)
7. The information on the size of the Tenderer is used solely for statistical purposes and are not in any way whatsoever used in the evaluation of the Tenderers and their Requests to participate. [↑](#footnote-ref-8)
8. Available here - <http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.L_.2003.124.01.0036.01.ENG&toc=OJ:L:2003:124:TOC> [↑](#footnote-ref-9)
9. The Tenderer must provide all the items specified in the technical specification. In case if Tenderer does not provide all items mentioned in the technical specification, the Tenderer’s proposal will be rejected as non-compliant. [↑](#footnote-ref-10)
10. The minimum hotel requirements meet the standard requirements for category III (three-star (\*\*\*)) hotels. Tenderers may offer equivalent hotels, but they must meet the minimum requirements set out in this paragraph. [↑](#footnote-ref-11)
11. Emergency situation is considering as any situation where changes and/or cancellations of original travel arrangements have to be in force in less than 12 hours since receipt of information from Customer [↑](#footnote-ref-12)
12. In the solution of the business trip tasks, Tenderer must provide only such reservations which are necessary for the provision of the respective business trip without additional reservations, which are not necessary and will not be used. [↑](#footnote-ref-13)
13. In the solution of the business trip tasks, Tenderer must provide only such reservations which are necessary for the provision of the respective business trip without additional reservations, which are not necessary and will not be used. [↑](#footnote-ref-14)
14. In the solution of the business trip tasks, Tenderer must provide only such reservations which are necessary for the provision of the respective business trip without additional reservations, which are not necessary and will not be used. [↑](#footnote-ref-15)
15. If the Tenderer indicates 0.00 EUR in the Financial proposal for any of the offered services, the Tenderer must provide a detailed justification on the substantial conditions of the proposal (service costs, particularly favorable conditions of service provision, feature service provision and originality, opportunity to receive business support) which allowed Tenderer to provide the specified service costs. [↑](#footnote-ref-16)
16. The information on the size of the Tenderer is used solely for statistical purposes and is not in any way whatsoever used in the evaluation of the Tenderer or the Proposal. [↑](#footnote-ref-17)
17. Available here - <http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.L_.2003.124.01.0036.01.ENG&toc=OJ:L:2003:124:TOC> [↑](#footnote-ref-18)
18. Annex 10 must be filled for each of Tenderer’s consultant separately, respective document must be signed with each Tenderer’s consultant individually. [↑](#footnote-ref-19)