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Approved by
RB Rail AS Procurement “**“Events Organisation in Baltic states for Rail Baltica Global Project”**”

Procurement commission’s decision,
session minutes No 1, dated 23 May 2022

REGULATIONS

**FOR THE PROCUREMENT**

**“Events Organization in Baltic states for Rail Baltica Global Project”**

**(Identification No RBR 2022/10)**



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 these Regulations;
	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 Procurement 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 2022/10);
	6. Procurement - a procurement procedure “Events Organisation in Baltic states for Rail Baltica Global Project” (identification number: RBR 2022/10) 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 1.9-2022-14 May 9, 2022, issued by the Management Board of joint stock company RB Rail AS;
	8. Proposal - documentation package the Tenderer submits to participate in the Procurement;
	9. Regulations – regulations of the Procurement “Events Organisation in Baltic states for Rail Baltica Global Project” (identification number: RBR 2022/10), 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 Procurement is No RBR 2022/10.
	2. The applicable CPV code is: 79952000-2 Event services.
	3. The Procurement is co-financed by the Contracting authority and Connecting Europe Facility (CEF).
	4. Subject of matter of the Procurement is not divided to a lots, as potential suppliers could provide services in all Baltic states, there is no registration country limits.
	5. The Services will be provided in Estonia, Latvia and Lithuania.
	6. The Tenderer can submit a Proposal for the entire volume of the Procurement only. No partial Proposals will be accepted.
	7. 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.
	8. This Procurement 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*”).
	9. This Procurement is carried out using E-Tenders system which is subsystem of the Electronic Procurement System (<https://www.eis.gov.lv/EKEIS/Supplier/Organizer/3001>).

The 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/Procurement/81907> and the Internet webpage of the Contracting Authority <http://railbaltica.org/tenders/>.

* 1. Amendments to the Regulations and answers to suppliers’ questions shall be published on the E-Tenders system’s webpage <https://www.eis.gov.lv/EKEIS/Procurement/81907> 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.
	2. Contact person of the Contracting Authority for this procurement - in administrative aspects is Procurement specialist Baiba Gulbe, e-mail address: Baiba.gulbe@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.
	3. 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.
	4. 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.
	5. 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.
1. The rights of the Procurement Commission
	1. The Procurement Commission has the right to demand at any stage of the Procurement that the Tenderer submits all or part of the documents which certify Tenderer’s compliance to the requirements for the selection of Tenderers. The Procurement Commission does not demand documents or information which is already at its disposal or is available 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.
2. The obligations of the Procurement Commission
	1. The Procurement Commission ensures the documentation of the process of the open procurement procedure.
	2. The Procurement Commission ensures free and direct electronic access to the procurement procedure documents in Contracting Authority’s profile at the E-Tenders system’s webpage <https://www.eis.gov.lv/EKEIS/Procurement/81907> and at the Internet webpage of 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 Procurement 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/Procurement/81907> and on its Internet webpage [http://railbaltica.org/tenders/](http://railbaltica.org/global-forum-day-1-presentations/), where Procurement procedure documents are available, indicating the question asked.
	4. If the Contracting Authority has amended the Procurement procedure documents, it publishes this information in Contracting Authority’s profile on the E-Tenders system’s webpage and on the Contracting Authority's Internet webpage <http://railbaltica.org/tenders/>, where Procurement 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, Procurement 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 on 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 Procurement procedure and publishes it in Contracting Authority’s profile on the E-Tenders system’s webpage <https://www.eis.gov.lv/EKEIS/Procurement/81907> 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 Procurement is taken.
3. The rights and obligations of the Tenderer
	1. The Tenderer has 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 Procurement, or relating to the activities by the Contracting Authority or the Procurement Commission during the Procurement procedure.
	5. The Tenderer shall follow and comply with all requirements established in the Regulations of this Procurement.
4. **Subject-matter of the Procurement**
	1. Subject matter of the Procurement is – Events organisation services Rail Baltica Global project in three Baltic states (Latvia, Lithuania and Estonia). The subject-matter of the Procurement is included in Annex No 2 “Technical specification” to the Regulations.
	2. The total value of the Contract is estimated up to EUR 290 000,00 (two hundred- ninety-thousand-euro, 00 *euro* cents).
	3. The Contracting Authority is not obliged to use the entire amount of Contract price. Within execution of the Contract, the Contracting Authority is not bound by a specific volume of services, and it makes the orders in accordance with its needs and finances.
	4. Place of execution of the Procurement Contract: Latvia, Lithuania or Estonia.
	5. Time for provision of the services is 24 (twenty-four) months starting from the commencement date. The Contract for provision of the Services must be valid 24 (twenty-four) months or until the total value of Contract is reached. The Contract may be prolonged for 12 (twelve) months if the total value of the Contract has not been fully exhausted by the initial term.
5. 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 Procurement. 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.
	2. With reference to Section 15 of the Public Procurement Law of Latvia and the Contracting Authority's discretion in the application of Section 15, participation of any entities established in the Russian Federation and/or the Republic of Belarus is prohibited.
6. 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 Procurement 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 Procurement, 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 ora 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 4** (in case the Tenderer relies on the abilities of other persons to comply with the qualification requirements) **and Annex 5** (in case the Tenderer 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).
 |

* 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. 2019, 2020, 2021 is not less than EUR 100 000, 00 (one 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 6 (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 2019, 2020, 2021 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 4.**
* 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 (2019, 2020, 2021) the financial turnover necessary must be indicated for the Tenderer's previous 3 (three) reporting years.
 |

* 1. Technical and professional ability

| No | Requirement | Documents to be submitted |
| --- | --- | --- |
| 8.4.1. | Within **the last 5 (five) years** (2017, 2018, 2019, 2020, 2021) until the date of submission of the proposal the Tenderer has gained experience in organization of at least **2 (two)** events (conferences, seminars etc.) **where** participation rate from 500 participants The events contracts have to be completed and accepted by the receiving Party. | * Filled in and signed Annex 7
* positive references (as a signed paper letter, e-mail or equivalent) from Clients for each event
 |
| 8.4.2. | Within **the last 5 (five) years** (2017, 2018, 2019, 2020, 2021) until the date of submission of the proposal) the Tenderer has gained experience in at least 2 international (announced internationally) events organization where at least one event is:1. On site event with at least 150 participants on site per event with **translations services in at least 2 languages.**
2. **On site event with at least two panel meetings held parallel to general event;**
3. On-line event with online broadcasting services and record video materials available online.
 | * Filled in and signed Annex 7
* positive references (as a signed paper letter, e-mail or equivalent) from Clients for each event
 |
| 8.4.3.  | The Tenderer shall provide at least 2 (two) specialists / employees in following roles:-Contract manager; - Events manager;for the provision of the services and who will each be able to communicate with the Contracting Authority’s employees in English (minimum level B2) | * Filled in and signed Annex 8 with conformation about English language knowledge.
 |

* 1. Information provided in the Proposal to prove the compliance with above-mentioned requirements for Economic and financial standing (Subsection 8.3. of the Regulations), Technical and professional ability (Subsection 8.4. of the Regulations) shall be clear and understandable without any additional analysis or external proof of the submitted information. The Contracting authority shall not be obliged to use additional sources of information to decide regarding Tenderer’s compliance with the qualification requirements. The Tenderer shall remain fully responsible for the provision of sufficiently detailed information in the Proposal required to confirm clearly the compliance with qualification requirements set in the Regulations.
	2. 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.
	3. 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.
	4. 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” Application”. 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.
	5. 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” Application”) 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.
	6. 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.
	7. 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.
	8. 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.
	9. 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*).
	10. 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 4, 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 Procurement.
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 5, 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 Procurement.
	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 together with Annex No 1 “Application form”
	2. The tenderer shall specify maximum threshold of its fee for the event organization management services (the “Management Fee”) which is stated as a percentage of the total costs of each event.
	3. The Tenderer shall calculate and include all its expenses (except VAT) in the Management Fee for proposed event organization management services and present as percentage rate (%) for organisation of event.

The estimated value of the Contract is: 290 000,00 EUR (two hundred ninety thousand euro zero cents), excluding value added tax (hereinafter – VAT), which includes both the Management Fee and all the costs and expenses related to the events covered under the Contract. During the Contract implementation, the Contracting Authority will order and implement various events (as described in the Annex No 2 “Technical specification”). The Contracting Authority is not bound by the specific volumes and amount of the events.

* 1. The maximum Management Fee percentage must be calculated and indicated with an accuracy of 2 (two) decimal places after comma. If more than 2 (two) decimal places after comma will be indicated, then only the first 2 (two) decimal places will be considered.
	2. If the Tenderer in any part of the proposal indicates maximum Management Fee as % 0.00, the Tenderer shall provide a detailed explanation of the essential terms of the proposal (service costs, particularly favourable service conditions, the aid for commercial activity received by the Tenderer) that are available to the Tenderer to justify the proposed service cost.
	3. The proposed Management Fee percentage is fixed as maximum amount for the event organization management services for all the term of the fulfilment of the Contract and are not recalculated, except in cases stipulated in the Contract (if any).
	4. 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.
1. 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 understanding the Tasks described in Annex No 3. The Tenderer may submit other additional information that is considered necessary.
	3. The Tenderer must provide all descriptions requested in order to fulfill tasks. In case if Tenderer does not provide all information required for evaluation of the technical proposal, the Tenderer’s proposal will be rejected as non-compliant.
2. 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 Technical specification; Solution of event tasks prepared in accordance with Annex 3 Technical proposal and Task scenarios description;
		3. Information and documents relating to entities on whose capabilities the Tenderer is relying (according to Section 9), or the corresponding European single procurement documents;
		4. Information and documents (according to Section 10) relating to subcontractors and/or or the corresponding European single procurement documents;
		5. Information and documents, confirming compliance of the Tenderer with the selection criteria for the Tenderers prepared In accordance with Section 8, Annexes 4, 5, 6, 7 and 8 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 Procurement 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 Procurement 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/81907](https://www.eis.gov.lv/EKEIS/Supplier/ProcurementProposals/81907%C2%A0)
3. 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.
4. Submission of a Proposal
	1. Proposal shall be submitted electronically using the tools offered by the E-Tenders system available at:

<https://www.eis.gov.lv/EKEIS/Supplier/ProcurementProposals/81907>

by 16 June 2022, before 15:00 o'clock

(Time Zone EEST (Eastern European Summertime), Riga (Latvia)).

* 1. 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.
	2. 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.
1. Opening of Proposals
	1. The Proposals will be opened in the E-Tenders system on

16 June 2022, at 15:00 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.

* 1. The Proposals are opened by using the tools offered by E-Tenders system, the proposed Management fee percentage 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.
	2. 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.
1. Verification of proposal
	1. Procurement Commission verifies whether the submitted Proposals comply with the requirements stipulated in in the Regulations (Section 13) 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 Procurement.
2. VERIFICATION OF TEHNICAL PROPOSALS

Procurement Commission verifies if Tenderers have submitted Technical Proposals as stipulated in Section 12 and selects for further evaluation only the compliant Technical Proposals.

1. Verification of Financial Proposals
	1. The Procurement Commission verifies whether Tenderers have completed Annex 1 “Application” 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.
2. Contract award criteria
	1. The Proposal selection criterion is the most economically advantageous proposal according to the evaluation methodology described in this Section below.
	2. The economically most advantageous proposal shall be Proposal with the highest score, which complies with the requirements stipulated by the Regulations.

| **Evaluation criterion No** | **Description of criterion** | **Maximum number of points to be awarded** |
| --- | --- | --- |
| **1** | **Technical proposal** | **70** |
| 1.1. | Quality of solution for task scenario No 1 | 40 |
| 1.2. | Quality of solution for task scenario No 2 | 20 |
| 1.3. | Quality of solution for task scenario No 3 | 10 |
| **2** | **Financial proposal** | **30** |
| 2.1. | **Management fee Percentage (% rate for the event management)** | **30**  |
| Total | **100**  |

The most economically advantageous proposal is the proposal which has obtained the highest number of points (Total), summing up the calculated points for each criteria.

* 1. Procurement commission evaluates each of criterion separately using following system:

Technical proposal

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Maximum points for Scenario 1** | **Maximum points for Scenario 2** | **Maximum points for Scenario 3** |
| Outstanding[[5]](#footnote-6) level of detailThe content of the technical proposal for Task scenario conforms the Description of the tasks. the description of services to be provided shows a clear idea about the way and means of provision of these services and a very detailed description (in outstanding level of detail) of the specific tasks. The description  | **40** | **20** | **10** |
| Good[[6]](#footnote-7) level of detailThe content of the Technical proposal for Task scenario conforms the Description of the tasks. The description of services to be provided shows a clear idea about the way and means of provision of these services and a detailed way description (in good level of detail) of the specific tasks. The description shows clear vision how the tasks will be implemented and shows the resources needed, as well as risks analysed. Some minor in contingencies between the tasks could be found, that could not affect the scenario outcome. | **20** | **10** | **5** |
| Satisfactory[[7]](#footnote-8) level of detailsThe content of the Technical proposal conforms with the Task scenario description and it is partly outlined in the best practice of the events management services.The description of provision of services provides an idea about the way and means of provision of these services and a satisfactory description (in satisfactory level of detail) of the specific tasks and execution methodology. Some minor in contingencies between the tasks could be found, that could affect the scenario outcome. | **10** | **5** | **3** |
| Insufficient[[8]](#footnote-9) level of detailsThe Technical proposal consists of unanswered or significantly inadequate and incomplete solutions to the required specific tasks. A failure to grasp the intended requirements of tasks outlined. Description does not provide an idea about the way and means of provision of these services and the description is insufficient to (in insufficient level of detail) of the specific task and execution methodology. | **0** | **0** | **0** |

Financial proposal

Procurement commission will evaluatefinancial proposal according following formula:

$$Points=\frac{lowest proposed Management fee from the compliant proposals}{Tenderer^{'}s proposed Management fee}× 30$$

* 1. The Procurement commission determines and selects from1 (one) to maximum 5 (five) Tenderers in accordance with Section 20.2. of the Regulations and entering in the Framework Contracts shall be awarded to the qualified Tenderers ranked from highest evaluation rank 1( one) to the lowest rank 5( five).
	2. If after ranking there is more than one Tenderer in the same position, the Procurement commission will rank all of them at the same position and will award all qualified Tenderers ranked from 1 (first) to 5 (fifth) position.
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 Procurement.
	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 Procurement. If the measures taken are insufficient, the Procurement Commission makes the decision to exclude the Tenderer from further participation in the Procurement procedure. If the Tenderer, within the indicated time, does not submit the requested information, the Procurement Commission excludes the Tenderer from participation in the Procurement.
	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 Procurement 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 Procurement 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 Procurement 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 Procurement is taken, the Procurement Commission prepares a report on the Procurement procedure and publishes it on the E-procurement system’s webpage <https://www.eis.gov.lv/EKEIS/Supplier/Organizer/3001> 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 9.
	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.
	15. In such a case the Procurement Commission is entitled to terminate this Procurement 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 ranked Tenderer, the Procurement Commission assesses whether the next Tenderer is one market participant together with the initially selected Tenderer. If the next selected Tenderer is found to be one market participant together with the initially selected Tenderer, the Procurement Commission makes a decision to terminate the Procurement without selecting any Proposal. If the next chosen Tenderer also refuses to conclude the contract or does not submit a signed public procurement contract within the deadline set by the Procurement Commission, the Procurement Commission makes the decision to terminate the Procurement without selecting any Proposal.
2. Annexes:
3. Application on 2 (two) pages;
4. Technical Specification, on 3 (three) pages;
5. Technical proposal and Task scenarios description, on 4 (four) pages;
6. Table “Entities on whose capabilities the Tenderer relies to certify its compliance with qualification requirements” on 1 (one) page;
7. Table “Sub-contractors” on 1 (one) page;
8. Confirmation of Tenderer`s Economical and Financial standing on 2 (two) pages;
9. Table Tenderer’s experience – 1 (one) page;
10. Confirmation of Tenderer’s specialists/employees responsible for provision of services on 1 (one) page;
11. Draft Contract, on 32 (thirty-two) pages.

**Annex No 1.: Application**

APPLICATION FOR PARTICIPATION IN THE PROCUREMENT “Events Organization in Baltic states for Rail Baltica Global Project”, No RBR 2022/10

[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 Procurement “Events Organisation in Baltic states for Rail Baltica Global Project” No RBR 2022/10.
2. Confirms the Events management delivery services at Management Fee for services:

Include maximum Management Fee ( %)

And conforms, that the above-mentioned Management Fee percentage are:

* understood as compensation for events organization services, and
* fixed maximum rate limit during all term of the Contract,
* revisable regarding mini competitions scope and can be reduced,
* inclusive of any obligations arising from the technical specifications, the terms and conditions of the Contract, and
* inclusive of all billing elements and general expenses connected with the services to be tendered, including attendance at meetings in all three countries - Latvia, Lithuania and Estonia.
1. 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".

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.
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 9"Draft contract").
8. Guarantees that all information and documents provided are true.

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

o a small o medium o other

sized enterprise[[9]](#footnote-10) as defined in the Article 2 of the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprise[[10]](#footnote-11)

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**

FOR THE PROCUREMENT “Events Organisation in Baltic states for Rail Baltica Global Project”,

No RBR 2022/10

1. **Introduction and Rail Baltica Global Project Goals**

The Joint Venture of the Baltic States, RB Rail AS (hereinafter – the Company or Contracting Authority) was established in 2014 to lead and coordinate the implementation of the Rail Baltica Global Project – a cross-border project in the territories of Estonia, Latvia and Lithuania being a critical missing link of the EU’s North Sea – Baltic core network corridor.

Owned by three shareholders, the Company’s business according to the Shareholders Agreement is design, construction, and marketing, including branding, of the Rail Baltica Global Project. The role of the Company also includes coordination of the Global Project, monitoring and supervision of implementation of the Activities by other Global Project parties, development and supervision of technical and procurement standards and guidelines, and others.

The Company also submits EU financing proposals for the Rail Baltica Global Project on behalf of the national Beneficiaries (the Ministry of Economic Affairs and Communications of the Republic of Estonia, the Ministry of Transport of the Republic of Latvia, and the Ministry of Transport of the Republic of Lithuania).

It also serves as the central purchasing body for all parties for the procurement of studies, plans, designs for the Global Project, railway sub-systems, including Control, Command and Signalling as well as Energy, construction materials and key components, and cross-border track sections.

Each year numerous public communication and community engagement activities, including public events and other communication initiatives are being carried out to ensure partner (current and future suppliers, critical and strategic project stakeholders, local communities and NGOs, media etc.) engagement, visibility of the project in the Baltic States and beyond, and to build the trust and support for the Rail Baltica global project, which is necessary for the successful implementation of the different stages of the project.

1. **Goals of this Contract**

To provide full-service events organizing services including but not limited to events concept preparation, partner coordination, technical equipment, venue rental, catering services, event organization etc. for various types of events including but not limited to international business conferences, digital webinars, NGO meetings, press events etc.). Considering the nature of the Rail Baltica cross-border project, many of events are planned to be organized on an international level.

1. **General requirements**

 **Expected type of events**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Type** |  | **Number of participants** | **Preliminary number of events per 1 (one) calendar year** |
| 1. | International conferences (e.g. Rail Baltica Global Forum) | On-site / physical event  | 100-250 | 1 |
| 2. | Hybrid events (e.g. Industry Day) | On-site and online | 50 (on-site) / unlimited number remotely  | 1 |
| 3. | Events for media | On-site and online | 20 – 40 (on-site) / unlimited number remotely | 2 |
| 4. | NGO meetings | On-site and online | 20 – 40 (on-site) / unlimited number remotely | 4 |
| 5. | Webinars | Online | n/a  | 4 |

*Please note, that the event types is just estimations and there could be changes in the event types, places etc.*

Contracting Authority requires events agency’s services with the following specification:

* 1. Ability to provide services in Lithuania, Latvia, or Estonia and / or on a cross-border level.
	2. Have experience of organizing international and regional events (e.g., business conferences, online seminars / webinars and forums, NGOs and partner gatherings, corporate events, media events).
	3. Providing all necessary event technical equipment and / or services: venues, sound, lights, electricity, screens and other technical equipment and its assembly / disassembly.
	4. All technical possibilities to organize a remote event, including knowledge about available relevant platforms for online events organization.
	5. Ability to provide event decoration, design, visual solutions (including graphical design works).
	6. Ability to catering services.
	7. Ability to organize cleaning services.
	8. Ability to provide translation services during the on-site/digital event (Lithuanian, Latvian, Estonian and English and / or other mix of languages).
	9. If needed should be provided script for the event.
	10. All organization services, ideas, concept development, time, space, and entertainment planning services.
	11. Photography and video services.
	12. Ability to coordinate other event partners (including hosts, participants, speakers etc.).
	13. Assistants, entertainers, technical, service staff, stage technicians, kitchen workers, technicians, drivers if necessary are provided.
	14. Ability to offer entertainment during the event.
	15. Creation and distribution of invitations to the event, if necessary.
	16. Assistance in ensuring a smooth and efficient registration process for participants.
	17. Finding the right location/ venue for the event according to the needs.
	18. If needed, should organize receipt of the licenses and permits. Support in developing event’s partner and public communication materials (including setting up dedicated event platforms etc.)
	19. The event organization service provider searches for orders, coordinates the execution of all services and facilities directly related to the event, controls the quality of services and facilities, and administers documentation.
1. **Requirements and principles of implementation of requests**

Contracting authority at any time will issue request order (according to the form) where event type and other requirements for particular event will be specified and invite selected Contractors to submit proposal for the provision of services. The selection process is specified in Framework Agreement.

The Contractor shall prepare scenario script and provide planning and organisation of the event, including communication with the representatives of Contracting Authority.

1. **Place of Performance of services**

It is assumed that the selected Contractors expert team carries out its duties for a specific task either remotely at the premises of the company or at the location where events is planned in -Latvia, Lithuania or Estonia.

1. **Principles of services quality**

Contracting authority reserves the right to request the Contractor to replace a team member in case of any of the following reasons:

* repeated careless performance of duties;
* incompetence or negligence;
* non-fulfilment of obligations or duties stipulated in the Framework agreement;
* poor knowledge of English language (unsatisfactory presentation, communication, writing skills in English);
* termination of employment relations or cooperation agreement with the Service provider.

It is assumed by the Contracting Authority, that Contractor:

a) ensures high level team availability on demand basis for events organisation and ensure high quality service

b) proposes an optimum structure for the Project Team, based on the requirements to organise particular event tasks

c) performs the tasks in compliance with its provisions and all legal obligations under applicable EU, international and national law within the set deadlines and to the highest professional, diligence and ethical standards and be fully independent.

d) shall make its own arrangements for office facilities, personal computers and other facilities of appropriate performance and security standard for service provision.

e) shall ensure that its team members involved in service provision are adequately supported and equipped. In particular, the Service provider shall ensure that there is enough administrative, secretarial and interpreting provision to enable team members to concentrate on their primary responsibilities. The Service provider must also transfer funds as necessary to support its activities under the Contract and ensure that his employees are paid regularly and in a timely manner. Costs for administration of service contract and office operation including telecommunication costs shall be included.

f) shall organise all communication with the involved parties, sub-contractors, suppliers of the particular venue and ensure the coordination of the event in accordance to the safety standards and regulations. In case the event place is the construction site, Contractor ensures communication and information related to safety measures for visitors.

**Annex No 3.: TEHNICAL PROPOAL AND Task Scenarios DESCRIPTION**

for PROCUREMENT “Events Organization in Baltic states for Rail Baltica Global Project”, No RBR 2022/10

TECHNICAL PROPOSAL

Contractors should submit technical proposal where each scenario described in a way to show organisational aspects and various stages of the event planning process, involved personnel resources, time consumption.

Description should include estimation of the time require for event organisation, indication risks and propose solution for the major risks as well as back-up plans for the situations where sub-contractors does not provide services on site in sufficient quality etc.

Contractor should indicate any services that should be sub-contracted.

Describe Quality control of the event organisation.

**Indicate any post-production services after the venue.**

**Other information relevant to the Technical proposal.**

TASK SCENARIO No 1 (Big INTERNATIONAL EVENT)

Upcoming event: a two-day international event with online broadcasting services, catering services and formal dinner at the meeting venue. Technical equipment hire. Airport transfers from event venue. First day international event with 300 participants in the venue area, with synchronous translation services (English, Latvian, Lithuanian, Estonian). Event speciality- business meeting with governmental representatives, ministers, ambassadors (business protocol).

Second day- On- site event with invited participants maximum 50 to the construction site. Direct translation on site. Filming services.

Upcoming event place: Tallinn, Estonia

Please provide a vision and propose the script of the event. Please show the estimated hours for organisation.

TASK SCENARIO No 2 (Hybrid mid size event)

A one-day Hybrid event with broadcasting to social media platforms and RB Rail web page and translation services. Catering and coffee break services for the participants (70- 100 participants). Upcoming event place Riga, Latvia.

 Please provide a vision and propose the script of the event. Please show the estimated hours for organisation.

TASK SCENARIO No 3 (small EVENT)

Two-hour event – breakfast with media with spokespeople of RB Rail AS. A total of about 15 people are expected to attend. Upcoming event place: Vilnius, Lithuania.

Please provide a vision and propose the script of the event. Please show the estimated hours for organisation.

**Annex No 4: Entities on whose capabilities the Tenderer relies to certify its compliance with qualification requirements**

for OPEN COMPETITION “Events Organization in Baltic states for Rail Baltica Global Project”, No RBR 2022/10

|  |  |  |
| --- | --- | --- |
| 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 5: Sub-contractors

for PROCUREMENT “Events Organization in Baltic states for Rail Baltica Global Project”, No RBR 2022/10

|  |  |  |
| --- | --- | --- |
| 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[[11]](#footnote-12) as defined in the Article 2 of the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprise.[[12]](#footnote-13)

**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 6: Confirmation of tenderer`s economical and financial Standing**

for PROCUREMENT “Events Organization in Baltic states for Rail Baltica Global Project”, No RBR 2022/10

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., 2019, 2020, 2021 is not less than:**

**EUR 100 000, 00 (one 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 |  |  |  |
| [..] |  |  |  |

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 7: tenderers experience**

for PROCUREMENT “Events Organization in Baltic states for Rail Baltica Global Project”, No RBR 2022/10

Clause 8.4.1. and 8.4.2. of Regulations:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | **Client, client’s contact information for references (name of representative, phone, e-mail)** | **Period of contract (month/year – month/year) of events managment** | **Event title and date** **(Day, month, year)** | **Description of provided services that confirm experience required by Clause 8.4.1. and Clause 8.4.2.** | **Participation rate** | **Event working language** |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

Event website (please insert the link) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 specialists/eployees responsible for provision of services**

for PROCUREMENT “Events Organization in Baltic states for Rail Baltica Global Project”, No RBR 2022/10

confirmation of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (EVENTS manager)

1. Name, surname of Tenderer’s specialist/employee \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I, undersigned:

* Confirm that I undertake to participate in performance of Contract in accordance with respective conditions of Contract in case if \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Tenderer’s name) will be granted with Contract.
* Confirm, that during of provision of Contract will hold communication with Contracting Authority in English.
* Confirm, that my English qualification level is \_\_\_\_\_\_\_\_\_.

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

confirmation of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (CONTract manager)

1. Name, surname of Tenderer’s specialist/employee \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I, undersigned:

* Confirm that I undertake to participate in performance of Contract in accordance with respective conditions of Contract in case if \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Tenderer’s name) will be granted with Contract.
* Confirm, that during of provision of Contract will hold communication with Contracting Authority in English.
* Confirm, that my English qualification level is \_\_\_\_\_\_\_\_\_.

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

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

**Annex No 9: Draft contract (please refer to a separate document)**

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. **Outstanding** here and elsewhere means a detailed and well-structured description comprising features which exceed the required quality of task scenario description [↑](#footnote-ref-6)
6. **Good** here and elsewhere means a detailed and structured description, which meets the required quality and performance set out in the Technical specification, with some alternatives analysed and choices substantiated including by taking into account the particular tasks of this particular project. [↑](#footnote-ref-7)
7. **Satisfactory** here and elsewhere means a description, which generally meets the required quality and performance set out in the Technical specification but with some minor issues negatively deviating from the Technical specification and limited additional analysis or substantiation including by taking into account the particular tasks of this particular project. [↑](#footnote-ref-8)
8. **Insufficient** here and elsewhere means a description, which partly meets the required quality and performance set out in the Technical specification in some areas but with some major issues negatively deviating from the Technical specification (task scenario) and very limited or no. Demonstrates insufficient knowledge in events management. [↑](#footnote-ref-9)
9. 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-10)
10. 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-11)
11. 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-12)
12. 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-13)