

# REGULATIONS

FOR THE OPEN COMPETITION

“SUPPLY OF MOBILE DEVICES, ACCESSORIES AND MOBILE DEVICES REPAIR SERVICES”

(IDENTIFICATION NO RBR 2022/9)



**Co-financed by the Connecting Europe  
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## ABBREVIATIONS AND TERMS

- 1.1. **Common procurement vocabulary (CPV)** – a nomenclature approved by the European Union which is applied in public procurement procedures;
- 1.2. **Contract** - signed agreement between Contracting authority and a Contractor to deliver the supplies and provide services defined in this agreement;
- 1.3. **Contracting authority** - the joint stock company RB Rail AS, registration number 40103845025, legal address: Satekles iela 2B, Riga, Latvia;
- 1.4. **Contractor** – supplier / service provider awarded the right to enter into the Contract in the Open competition to deliver supplies / provide services in accordance with requirements stipulated in the Regulations and the Contract;
- 1.5. **Identification number** – designation which includes the abbreviation of the name of the Contracting authority (the first capital letters), the relevant year and the procurement sequence number in ascending order (RBR 2022/9);
- 1.6. **Open competition** (also the Procurement) - a procurement procedure "Supply of mobile devices, accessories and mobile devices repair services" (identification number: RBR 2022/9) in which all interested Suppliers are entitled to submit their Proposals;
- 1.7. **Procurement commission** – commission the composition of which has been established by the joint stock company RB Rail AS, order No 1.9-2022-12 dated 05.04.2022, issued by the Management Board of joint stock company RB Rail AS;
- 1.8. **Proposal** - documentation package that Tenderer submits to participate in the Open competition;
- 1.9. **Public Procurement Law** – Public Procurement Law of the Republic of Latvia;
- 1.10. **Regulations** – regulations of the Open competition "Supply of mobile devices, accessories and mobile devices repair services" (identification number: RBR 2022/9), as well as all the enclosed annexes;
- 1.11. **Supplier** – a natural person or a legal person, a group or association of such persons in any combination thereof which offers to perform works, supply products or provide services accordingly;
- 1.12. **Tenderer** – a Supplier which has submitted a Proposal.
- 1.13. **On-site warranty** – the mobile device is collected from any of the Contracting authority's offices, repaired or replaced and returned back to the same office by the selected Tenderer.
- 1.14. **B2B** – exchange of products, services, and transactions between businesses.

## GENERAL INFORMATION

- 2.1. The Open competition is co-financed by the Contracting authority and Connecting Europe Facility (CEF).
- 2.2. Open competition is organized in accordance with the Public Procurement Law in effect on the date of publishing the contract notice.
- 2.3. Open competition is carried out using E-Tenders system (<https://www.eis.gov.lv/EKEIS/Supplier>) which is subsystem of the Electronic Procurement System (<https://www.eis.gov.lv/EIS/>).
- 2.4. The Regulations is freely available on Contracting authority's profile in the E-Tenders system at webpage <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/80471> and the webpage of the Contracting authority <http://railbaltica.org/tenders/>.
- 2.5. **Amendments to the Regulations and answers to Suppliers' questions** shall be published on Contracting authority's profile in the E-Tenders system at webpage <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/80471> and the Contracting authority's webpage <http://railbaltica.org/tenders/>. **It is the Supplier's responsibility to constantly follow the information published on the webpages and to take it into consideration in preparation of its Proposal.**
- 2.6. Contact person of the Contracting authority for the Open competition is Procurement Specialist **Ieva Rudzīte**, mobile: +371 26002380, e-mail: [ieva.rudzite@railbaltica.org](mailto:ieva.rudzite@railbaltica.org).
- 2.7. The exchange of information between the Procurement commission and the Supplier shall be in writing (by sending documents electronically by e-mail or using E-Tenders system) in English or Latvian. If the information is submitted in Latvian, it shall be accompanied by a translation into English.

- 2.8. If the Supplier does not have access to the E-Tenders system, the Supplier shall follow the guidance for obtaining access to the system available on the Contracting authority's website at <http://www.railbaltica.org/procurement/e-procurement-system/>.
- 2.9. The Supplier can request additional information regarding the Regulations. Additional information can be requested in writing by E-Tenders system or (in case the Supplier does not have access to the system yet) by sending it to the Procurement commission electronically via e-mail (see Section 2.6 of the Regulations). Any additional information must be requested in a timely manner, so that the Procurement commission can reply on time - no later than 6 (six) days prior to the deadline of the Proposal submission. The Procurement commission shall provide response within 5 (five) business days from the day of receipt of the request from the Supplier.
- 2.10. The Supplier covers all expenses which are related to the preparation of the Proposal and its submission to the Contracting authority. Under no circumstances the Contracting authority will be liable for compensation of any **costs and damages related to the preparation and submission of the Proposal or the Supplier's participation in the Procurement exercise.**
- 2.11. The processing and storage of personal data obtained will be carried out in accordance with Contracting authority's Privacy Policy - <https://www.railbaltica.org/privacy-policy/>.

## THE RIGHTS OF THE PROCUREMENT COMMISSION

- 3.1. At any stage of the Open competition the Procurement commission has the right to demand that the Tenderer **submits all or part of the documents which certify Tenderer's compliance to the requirements for the selection of Tenderers.** The Procurement commission does not demand documents or information which is already at its disposal or is available in public data bases.
- 3.2. If the Tenderer submits document derivatives (e.g. copies), then, in case of doubt about the authenticity of the submitted document derivation, the Procurement commission can demand that the Tenderer shows the original documents.
- 3.3. During Proposal assessment, the Procurement commission has the right to demand that the included information is clarified.
- 3.4. If the Procurement commission determines that the information about the Tenderer, its subcontractors or / and persons upon whose capacity the Tenderer is relying that is included in the submitted documents is unclear or incomplete, it demands that the Tenderer or a competent institution clarifies or expands the information included in the Proposal. The deadline for submission of the necessary information is determined in proportion to the time which is required to prepare and submit such information. If the Procurement commission has demanded to clarify or expand upon the submitted documents but the Tenderer has not done this in accordance with the requirements stipulated by the Procurement commission, the Procurement commission is under no obligation to repeatedly demand that the information included in these documents is clarified or expanded upon. The Procurement commission has the right to reject all Proposals which are found not to comply with the requirements of the Procurement documentation.

## THE OBLIGATIONS OF THE PROCUREMENT COMMISSION

- 4.1. The Procurement commission ensures the process documentation of the Open competition.
- 4.2. The Procurement commission ensures free and direct electronic access to the Open competition documents on Contracting authority's profile at the E-Tenders system's webpage <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/80471> and on the webpage of the Contracting authority <http://railbaltica.org/tenders/>.
- 4.3. If the interested Supplier has in a timely manner in writing by post or electronically (including by E-Tenders system), or delivering in person requested additional information about the requirements included in Open competition documents regarding the preparation and submission of the Proposal or regarding the selection of Tenderers, the Procurement commission provides a response electronically within 5 (five) business days but not later than 6 (six) days before the deadline for submitting Proposals. Simultaneously with sending this information to the Supplier who asked the question, the Contracting authority publishes this information on Contracting authority's profile in the E-Tenders system's webpage <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/80471> and on its webpage <http://railbaltica.org/tenders/> where Open competition documents are available, indicating the question asked.
- 4.4. If the Contracting authority has amended the Open competition documents, it publishes this information on Contracting authority's profile in the E-Tenders system's webpage <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/80471> and on the Contracting authority's webpage

<http://railbaltica.org/tenders/> where Open competition documents are available, no later than 1 (one) day after the notification regarding the amendments has been submitted to Procurement Monitoring Bureau for publication. If Supplier wishes to receive relevant updates / notifications by email regarding the Procurement exercise (e.g. when amendments to the Procurement documentation are published), Supplier shall register as an interested supplier on the E-Tenders system for the particular procurement exercise accordingly.

- 4.5. The exchange and storage of information is carried out in such a way that all data included in the Proposals is protected and the Contracting authority can check the content of the Proposals only after the expiration of the deadline for its submission. During the time from the deadline of submission of Proposals until the opening of the Proposals the Contracting authority does not disclose any information regarding the existence of other Proposals therefore. During the time of Proposal assessment, the Contracting authority does not disclose any information regarding the assessment process until the announcement of the results.
- 4.6. The Procurement commission assesses the Tenderers and their Proposals based on the Public Procurement Law, Open competition documents, as well as other applicable regulatory enactments.
- 4.7. The Procurement commission prepares a report on the Open competition and publishes it on Contracting authority's profile in the E-Tenders system's webpage <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/80471> and on the Contracting authority's webpage <http://railbaltica.org/tenders/> within 5 (five) business days from the day when the decision about the results of the Open competition is made.

## THE RIGHTS OF THE TENDERER

- 5.1. The Tenderer has the right to submit registration documents for the Electronic Procurement System (if the Tenderer is not registered in Electronic Procurement System) in State Regional Development Agency (please see information here <http://www.railbaltica.org/procurement/e-procurement-system/>).
- 5.2. The Tenderer can request and within 3 (three) business days after submitting the request receive a copy of the Proposal opening sheet which is an annex to the Proposal opening session minutes.
- 5.3. If the Contracting authority gets the necessary information about the Tenderer directly from a competent institution **through data bases or other sources and the Tenderer's submitted information differs** from information obtained by the Contracting authority, the Tenderer in question has the right to submit evidence to prove the correctness of the information the Tenderer has submitted, if the information obtained by the Contracting authority does not conform to the factual situation.
- 5.4. If a Tenderer believes that its rights have been violated or such violation is possible due to possible violation of the regulatory enactments of the European Union or other regulatory enactments, the Tenderer has the right to submit a complaint to the Procurement Monitoring Bureau according to the procedure stipulated in the Section 68 of Public Procurement Law regarding the Tenderer selection requirements, Technical specification or other requirements relating to Open competition, or relating to the activities by the Contracting authority or the Procurement commission during the Open competition.

## SUBJECT-MATTER OF THE OPEN COMPETITION

- 6.1. The subject-matter of the Procurement is supply of mobile devices, accessories and mobile devices repair services for RB Rail AS according to Technical specification in Annex 2 (hereafter – Technical specification).
- 6.2. The applicable CPV codes of the subject-matter are 32250000-0 (Mobile telephones), 32500000-8 (Telecommunications equipment and supplies) and 50330000-7 (Maintenance services of telecommunications equipment).
- 6.3. The Tenderer shall submit a Proposal for the entire volume of the Procurement.
- 6.4. The Tenderer is not permitted to submit variants of the Proposal. If variants of the Proposal shall be submitted, the Proposal will not be reviewed.
- 6.5. The delivery of the goods will take place in the following RB Rail AS offices:
  - RB Rail AS office, Satekles iela 2b, Riga, Latvia
  - RB Rail Estonia office, Endla 16, Tallinn 10142, Estonia
  - **RB Rail Lithuania office, J. Basanavičiaus str. 24, Vilnius, 03224, Lithuania**
- 6.6. The contract will be concluded for the amount of 160 000 EUR.

- 6.7. Contract execution time: 36 months or until the amount of the contract specified in Section 6.6. of the Regulations is reached. In case the total value has not been reached, yet the initial 36 (thirty-six) month term has passed, then the agreement can be further prolonged for an additional 1 (one) year, or until the amount of the contract specified in Section 6.6. has been reached, whichever comes first. Each device must have a 24-month warranty period.

## TENDERER

- 7.1. The Proposal can be submitted by:
- 7.1.1. A Supplier who is a legal or natural person (hereinafter – the Tenderer) which offers on the market to perform works, supply goods or provide services accordingly and who complies with the selection criteria for Tenderers;
  - 7.1.2. A group of Suppliers (hereinafter also – the Tenderer, partnership) which offers on the market to perform works, supply goods or provide services accordingly and who complies with the selection criteria for Tenderers:
    - 7.1.2.1. A group of Suppliers who have formed a partnership for the Open competition. In this case all the members of the partnership shall be listed in the Annex No 1 “**Application** for participating in the Open competition” of the Regulations. If it will be decided to award contracting rights to such partnership, then prior to concluding the Contract the partnership shall at its discretion either enter into a partnership agreement (within the meaning of the Civil Law of the Republic of Latvia, Section 2241-2280) and shall submit one copy of this agreement to the Contracting authority or establish a general or limited partnership (within the meaning of the Commercial Law of the Republic of Latvia (hereinafter – the Commercial Law), Division IX and X) and notify the Contracting authority in writing;
    - 7.1.2.2. An established and registered partnership (a general partnership or a limited partnership within the meaning of the Commercial Law, Division IX and X) which complies with the selection criteria for Tenderers.
- 7.2. According to Article 5k of Council Regulation (EU) 2022/576 of 8 April 2022 amending Regulation (EU) No 833/2014 **concerning restrictive measures in view of Russia’s actions destabilising the situation in Ukraine it is prohibited to** participate in the Competition:
- 7.2.1. a Russian national, or a natural or legal person, entity or body established in Russia;
  - 7.2.2. a legal person, entity or body whose proprietary rights are directly or indirectly owned for more than 50 % by an entity referred to in Section 7.2.1. of this paragraph;
- or
- 7.2.3. a natural or legal person, entity or body acting on behalf or at the direction of an entity referred to in Section 7.2.1. or 7.2.2. of this paragraph, including, where they account for more than 10 % of the contract value, subcontractors, suppliers or entities whose capacities are being relied on within the meaning of the Public Procurement Law of Latvia.

## SELECTION CRITERIA FOR TENDERERS

### 8.1. Exclusion grounds

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

No	Requirement	Documents to be submitted <sup>1</sup>
1.	Within previous 3 (three) years before submission of the Proposal the Tenderer or a person who is Tenderer’s <b>management board or supervisory board member, person with representation rights or a procura holder, or a person who is authorised to represent the Tenderer in operations in relation</b>	- For a Tenderer and a person who is Tenderer’s management board or supervisory board member, person with representation rights or a procura holder, or a person who is authorised to represent the Tenderer in operations in

<sup>1</sup> Unless documents are specifically requested by the Procurement commission, no obligation to submit any.

No	Requirement	Documents to be submitted <sup>1</sup>
	<p>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 <b>public prosecutor's order regarding punishment</b> or a court judgement that has entered into force and may not be challenged and appealed:</p> <p>a) establishment, management of, involvement in a criminal organization or in an organized group included in the criminal organization or other criminal formation, or participation in criminal offences committed by such organization,</p> <p>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,</p> <p>c) fraud, misappropriation or money-laundering,</p> <p>d) terrorism, terrorism funding, creation or organization of a terrorist group, traveling for terrorist purposes, justification of terrorism, calling to terrorism, terrorism threats or recruiting or training a person in performance of acts of terrorism,</p> <p>e) human trafficking,</p> <p>f) evasion from payment of taxes or similar payments.</p>	<p>relation to a branch, who is registered or residing in Latvia, Contracting authority will verify the information itself in publicly available databases.</p> <ul style="list-style-type: none"> <li>- For a Tenderer and a person who is Tenderer's management board or supervisory board member, person with representation rights or a procura holder, or a person who is authorised to represent the Tenderer in operations in relation to a branch, who is registered or residing outside of Latvia, Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence.</li> </ul>
2.	<p>It has been detected that on the last day of Proposal submission term or on the day when a decision has been made on possible granting of rights to conclude the Contract, the Tenderer has tax debts in Latvia or a country where it has been incorporated or is permanently residing, including debts of mandatory state social insurance contributions exceeding 150 euro in total in any of the countries.</p>	<ul style="list-style-type: none"> <li>- For a Tenderer registered or residing in Latvia Contracting authority will verify the information itself in publicly available databases.</li> <li>- 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.</li> </ul>
3.	<p>Tenderer's <b>insolvency proceedings have been announced</b>, the Tenderer's <b>business activities have been suspended</b>, the Tenderer is under liquidation.</p>	<ul style="list-style-type: none"> <li>- For a Tenderer registered or residing in Latvia Contracting authority will verify the information itself in publicly available databases.</li> <li>- 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.</li> </ul>
4.	<p>A person who drafted the procurement procedure documents (Contracting <b>authority's official</b> 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 <b>authority's official</b> or employee), Procurement commission member or expert is presumed to be related to the Tenderer in any of the following cases:</p>	<p>No obligation to submit documents, unless specifically requested by the Procurement commission.</p>



No	Requirement	Documents to be submitted <sup>1</sup>
	<p>a) If he or she is a current and/or an ex-employee, official, shareholder, procura holder or member of a Tenderer or a subcontractor which is legal person and if such relationship with the legal person was terminated within the last 24 (twenty-four) months;</p> <p>b) If he or she is the father, mother, grandmother, grandfather, child, grandchild, adoptee, adopter, brother, sister, half-brother, half-sister or spouse (hereinafter – relative) of a <b>Tenderer's or subcontractor's, which is a legal person</b>, shareholder who owns at least 10% of the shares in a joint-stock company, shareholder in a limited liability company, procure holder or an official;</p> <p>c) If he or she is a relative of a Tenderer or a subcontractor which is a natural person.</p> <p>If the Tenderer is a partnership, consisting of natural or legal persons, a relation to the Tenderer is presumed also if a person who drafted the procurement procedure documents (<b>Contracting authority's official or employee</b>), Procurement commission member or expert is related to a member of a partnership in any of the above-mentioned ways.</p>	
5.	<p>The Tenderer has an advantage that limits competition in the procurement procedure if it or its related legal person consulted the Contracting authority or otherwise was involved in preparing the Open competition, and the advantage cannot be prevented by less restrictive measures, and the Tenderer cannot prove that its or its related legal <b>person's participation in preparing the</b> procurement procedure documents does not restrict competition.</p>	<p>No obligation to submit documents, unless specifically requested by the Procurement commission.</p>
6.	<p>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.</p>	<ul style="list-style-type: none"> <li>- For a Tenderer registered or residing in Latvia Contracting authority will verify the information itself in publicly available databases.</li> <li>- 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 <b>authority's public database (website) listing all</b> its decisions and validity thereof (if access to any such database/website is free of charge to the Contracting authority).</li> </ul>
7.	<p>Within the previous 3 (three) years before submission of the Proposals by such a decision of a competent authority, a court judgment or a <b>public prosecutor's order which has entered into</b> 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</p>	<ul style="list-style-type: none"> <li>- For a Tenderer registered or residing in Latvia Contracting authority will verify the information itself in publicly available databases.</li> <li>- 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.</li> </ul>



No	Requirement	Documents to be submitted <sup>1</sup>
	persons to reside in a Member State of the European Union.	
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 <b>public prosecutor's order which has entered into force</b> 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.	<ul style="list-style-type: none"> <li>- For a Tenderer registered or residing in Latvia Contracting authority will verify the information itself from publicly available databases.</li> <li>- 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.</li> </ul>
9.	The Tenderer has provided false information to prove its compliance with provisions of this Section 8.1 of the Regulations or qualification criteria or has not provided the required information at all.	No obligation to submit documents, unless specifically requested by the Procurement commission.
10.	The Tenderer is a registered offshore <sup>2</sup> company (legal person) or offshore association of persons.	<ul style="list-style-type: none"> <li>- For a Tenderer which is registered in Latvia Contracting authority will verify the information itself in publicly available databases.</li> <li>- For the Tenderer and each member of the partnership (if Tenderer is an unregistered partnership) which is a legal person registered outside of Latvia Tenderer shall submit a copy of a valid registration certificate or a similar document issued by a foreign authority in charge of the registration of legal persons in the country of their registration wherefrom at least the fact of registration can be determined.</li> </ul>
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: <ul style="list-style-type: none"> <li>• Contracting authority will verify the information itself in publicly available databases;</li> <li>• if such information by publicly available data bases is not provided, Tenderer shall submit self – declaration which approves the fact that there are no registered owners or shareholders of the Tenderer (with more than 25% of share capital) who are registered offshore.</li> </ul>
12.	The subcontractor indicated by the Tenderer whose share of services is equal to or exceeds 10% of the contract price or person on whose capacities Tenderer is relying, is a registered offshore company (legal person) or offshore association of persons.	<ul style="list-style-type: none"> <li>- For a subcontractor whose share of services is equal to or exceeds 10% of the contract price or person on whose capacities Tenderer is relying which is registered in Latvia Contracting authority will verify the information itself in publicly available databases.</li> <li>- For a subcontractor or person on whose capacities Tenderer is relying which is a legal person registered outside of Latvia (with its permanent place of residence abroad) Tenderer shall submit a copy of a valid registration</li> </ul>

<sup>2</sup> **Offshore:** low tax or tax-free country or territory in accordance with Corporate income tax law of the Republic of Latvia except Member States of EEA (European Economic Area) or its territories, Member States of the World Trade Organization Agreement on State Treaties or territories and such countries and territories with which European Union and Republic of Latvia has international agreements for open market in public procurement area.

No	Requirement	Documents to be submitted <sup>1</sup>
		certificate or a similar document issued by a foreign authority in charge of the registration of legal persons in the country of their residence wherefrom at least the fact of registration can be determined.
13.	<p>International or national sanctions or substantial sanctions by the European Union (EU) or the North Atlantic Treaty Organization (NATO) Member State affecting the interests of the financial and capital market has been imposed to the:</p> <p>a) Tenderer or a person who is the <b>Tenderer's</b> management board or supervisory board member, beneficial owner<sup>3</sup>, person with representation rights or a procura holder, or a person who is authorised to represent the Tenderer in operations in relation to a branch,</p> <p>b) member of the partnership or a person who is the partnership's <b>management board</b> or supervisory board member, beneficial owner<sup>4</sup>, person with representation rights or a procura holder (if the Tenderer is a partnership),</p> <p>and such sanctions can affect the execution of the Contract.</p>	<ul style="list-style-type: none"> <li>- For a Tenderer registered or residing in Latvia Contracting authority will verify the information itself from the Register of Enterprises of the Republic of Latvia.</li> <li>- 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.</li> </ul>

## 8.2. Legal standing and suitability to pursue the professional activity

No	Requirement	Documents to be submitted
1.	<p>The Tenderer or all members of the partnership (if Tenderer is a partnership) is registered in the Registry of Enterprises or Registry of Inhabitants, or an equivalent register in their country of residence, if the legislation of the respective country requires registration of natural or legal persons.</p>	<ul style="list-style-type: none"> <li>- For a Tenderer (or a member of a partnership, if Tenderer is a partnership), a person on whose capacity Tenderer relies, a subcontractor which is a legal person registered in Latvia, Contracting authority will verify the information itself in publicly available databases.</li> <li>- For a Tenderer (or a member of a partnership, if Tenderer is a partnership), a person on whose capacity Tenderer relies, a subcontractor who is a natural person, Tenderer shall submit a copy of an identification card or passport.</li> <li>- For a Tenderer (or a member of a partnership, if Tenderer is a partnership), a person on whose capacity Tenderer relies, a subcontractor which is a legal person registered outside of Latvia (with its permanent place of residence abroad), Tenderer shall submit a copy of a valid registration certificate or a similar document</li> </ul>

<sup>3</sup> **Beneficial owner:** a natural person who is the owner of the customer - legal person - or who controls the customer, or on whose behalf, for whose benefit or in whose interests business relationship is being established or an individual transaction is being executed, and it is at least:

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

b) regarding legal arrangements - a natural person who owns or in whose interests a legal arrangement has been established or operates, or who directly or indirectly exercises control over it, including who is the founder, proxy or supervisor (manager) of such legal arrangement.

<sup>4</sup> **Beneficial owner:** a natural person who is the owner of the customer - legal person - or who controls the customer, or on whose behalf, for whose benefit or in whose interests business relationship is being established or an individual transaction is being executed, and it is at least:

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

b) regarding legal arrangements - a natural person who owns or in whose interests a legal arrangement has been established or operates, or who directly or indirectly exercises control over it, including who is the founder, proxy or supervisor (manager) of such legal arrangement.

No	Requirement	Documents to be submitted
		<p>issued by a foreign authority in charge of the registration of legal persons in the country of their residence wherefrom at least the fact of registration, shareholders, officials and procura holders (if any) can be determined.</p> <ul style="list-style-type: none"> <li>- If a Proposal is submitted by a partnership, the Proposal shall include an agreement (or letter of intent to enter into agreement) signed by all members on the participation in the Procurement which lists responsibilities of each and every partnership members and a joint commitment to fulfil the Contract and which authorizes one key member to sign the Proposal and other documents, to receive and issue orders on behalf of the partnership members, and with whom all payments will be made. In this document Tenderer additionally indicates the member of the partnership on whose capacity it relies on to certify its financial and economic performance and who will be financially and economically responsible for the fulfilment of the Contract.</li> <li>- If the Proposal or any other document, including any agreement, is not signed by the legal representative of the Tenderer, a member of the partnership (if Tenderer is a partnership), a person on whose capacity Tenderer relies or a subcontractors, a document certifying the rights of the persons who has signed the Proposal or any other documents to represent the Tenderer, a member of the partnership, a person on whose capacity Tenderer is relying or a subcontractor (powers of attorney, authorization agreements etc.) must be included in the Proposal.</li> </ul>
2.	<p>The representative of the Tenderer or a member of a partnership (if Tenderer is a partnership), or a person on whose capacity Tenderer relies on 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.</p>	<ul style="list-style-type: none"> <li>- A document confirming the right of signature (representation) of the representative of the Tenderer or a member of a partnership, or a person on whose capacity Tenderer relies on who signs the Proposal. For a Tenderer (or a member of a partnership), a person on whose capacity Tenderer relies on which is a legal person registered in Latvia the Contracting authority will verify the information itself in publicly available databases.</li> <li>- If the Tenderer, or a member of a partnership (if Tenderer is a partnership), or a person on whose capacity Tenderer relies, submits a power of attorney (original or a copy certified by the Tenderer) there shall be additionally submitted documents confirming that the issuer of the power of attorney has the right of signature (representation) of the Tenderer.</li> </ul>

## 8.3. Economic and financial standing

No	Requirement	Documents to be submitted
1.	<p><b>Tenderer's or all members of the partnership</b> together (if the Tenderer is a partnership and confirms the average annual financial turnover jointly), average annual financial turnover within the last 3 (three) financial years (2019, 2020, 2021) is not less than 160 000 EUR (one hundred sixty thousand euros) per year.</p> <p>In the event the average annual financial turnover of a limited partner of the limited partnership (within the meaning of The Commercial Law of the Republic of Latvia, Division X) exceeds its investment in the limited partnership, the average financial turnover shall be recognized in the amount of the investment in the limited partnership.</p> <p>In the event the Tenderer or a member of a partnership (if the Tenderer is a partnership) has operated in the market for less than 3 (three) financial years, the requirement shall <b>be met during the Tenderer's actual operation period.</b></p> <p><b>If the previous 3 (three) reporting years of the Tenderer differ from the years specified in the Section 8.3.1 of the Regulations (2019, 2020, 2021), the financial turnover must be indicated for the Tenderer's previous 3 (three) reporting years.</b></p>	<ul style="list-style-type: none"> <li>- Filled and signed Annex No 4 "<b>Confirmation of Tenderer's financial standing</b>".</li> </ul> <p>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 and 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. For a Tenderer which is registered in Latvia Contracting authority will verify the information itself in publicly available databases.</p> <ul style="list-style-type: none"> <li>- For a limited partnership (within the meaning of the Commercial Law of the Republic of Latvia, Division X)- an additional document evidencing the amount of the investment by the limited partner (the partnership agreement or a document with a similarly binding legal effect).</li> <li>- If the Proposal is submitted by a partnership, Tenderer shall indicate the member of the partnership on whose capacity Tenderer is relying on to certify its financial and economic performance and who will be financially and economically responsible for fulfilment of the Contract including this information in the agreement of cooperation (or letter of intent to enter into agreement) stipulated in Section 8.2.1 of the Regulations.</li> <li>- <b>If the Tenderer is relying on any other entity's capacity</b> to certify its financial and economic performance and this entity will be financially and economically responsible for the fulfilment of the Contract, Tenderer along with the Proposal submits confirmation or agreement on cooperation and/or passing of resources to the Tenderer, signed between such entity and the Tenderer (please see the Section 9 of the Regulations for detailed information).</li> </ul>
2.	<p>The Tenderer and each member of the partnership (if the Tenderer is a partnership) on whose capacity Tenderer is relying to certify its financial and economic performance and who will be financially and economically responsible for the fulfilment of the Contract, shall have stable financial and economic performance, namely, in the last audited financial year (if the auditing financial statement is required by the law applicable to the Tenderer or member of the partnership) or last closed financial year (if the auditing financial statement is not required by the law applicable to the Tenderer or member of the partnership) liquidity ratio (current assets</p>	<ul style="list-style-type: none"> <li>- Filled and signed Annex No 4 "<b>Confirmation of Tenderer's financial standing</b>".</li> <li>- Audited or self-approved (if the audited annual financial statement is not required by the law of the country of residence of the Tenderer or member of the partnership) annual financial statement for last audited financial year or last closed financial year, showing the balance and calculation that proves liquidity ratio and positive equity. For a Tenderer which is registered in Latvia Contracting authority will verify the information itself in publicly available databases.</li> <li>- If the Tenderer is a partnership, Tenderer shall indicate the member of the partnership on whose capacity it</li> </ul>

No	Requirement	Documents to be submitted
	divided by short-term liabilities) shall be equal to or exceed 1 (one) and shall have positive equity.	<p>relies on to certify its financial and economic performance and who will be financially and economically responsible for the fulfilment of the Contract, including this information in the agreement of cooperation (or letter of intent to enter into agreement) stipulated in Section 8.2.1 of the Regulations.</p> <ul style="list-style-type: none"> <li>- If the Tenderer is relying on any other entity's capacity to certify its financial and economic performance and this entity will be financially and economically responsible for the fulfilment of the Contract, Tenderer along with the Proposal shall submit confirmation or agreement on cooperation and/or passing of resources to the Tenderer, signed between such entity and the Tenderer (please see Section 9 of the Regulations for detailed information).</li> </ul>

#### 8.4. Technical and professional ability

No	Requirement	Documents to be submitted
1.	<p>The Tenderer within the previous 5 (five) years (2017., 2018., 2019., 2020., 2021 and 2022. until the date of submission of the Proposal) has completed at least 1 (one) contract, where</p> <ul style="list-style-type: none"> <li>- the tenderer has provided the supply of mobile devices, accessories and mobile device repair service for a period of at least 2 (two) years</li> <li>- and the amount of the contract is at least EUR 100 000 (one hundred thousand euros) excluding VAT.</li> </ul>	<ul style="list-style-type: none"> <li>- Filled in and signed Annex No 3 "<b>Description of the Tenderer's experience</b>"</li> <li>- Copies of references from respective clients or similar documents provided by the third party (the Client / Contracting Authority) evidencing the experience.</li> </ul>
2.	<p>The Tenderer is an authorized Apple (or equivalent<sup>5</sup>) products manufacturers B2B reseller in Latvia, Lithuania or Estonia. The Tenderer is entitled to deliver mobile devices and accessories specified in the Annex No 2 "<b>Technical specification</b>", fulfill the warranty obligations and repair service of the delivered devices/accessories and the devices already owned by the Contracting authority and register the mobile devices in the centralized data and application management system <i>Apple Business Manager</i><sup>6</sup>.</p>	<ul style="list-style-type: none"> <li>- A statement issued by the manufacturer or the manufacturer's official distributor that the Tenderer is an authorized B2B reseller of <i>Apple</i> products in the territory of Latvia, Lithuania or Estonia and has the right to assume warranty obligations and repair the devices/accessories proposed by the Tenderer during the warranty period and register devices in <i>Apple Business Managers</i> system.</li> </ul>
3.	<p>The Tenderer must have at least one authorized service center of <i>Apple</i> product manufacturer in Latvia, Lithuania or Estonia.</p>	<ul style="list-style-type: none"> <li>- Document issued by the manufacturer or the manufacturer's official representative that proves the Tenderer has an authorized service center of <i>Apple</i> product manufacturer.</li> </ul>
4.	<p>The Tenderer has a publicly available shop, online shop or catalog where the Tenderer permanently sells <i>Apple</i> iPhone (or equivalent)</p>	<ul style="list-style-type: none"> <li>- Confirmation issued by the Tenderer where the Procurement commission can find information about the Tenderers publicly available shop, online shop or catalog where the Tenderer permanently sells <i>Apple</i></li> </ul>

<sup>5</sup> Here and throughout the text of all regulations - mobile device or accessory that meets all requirements for the specific device or accessory set in Annex 2 Technical specification

<sup>6</sup> <https://support.apple.com/business>

and <i>Apple</i> accessories (or equivalent) and publishes current prices.	iPhone and <i>Apple</i> accessories and publishes current prices.
5. The Tenderer has implemented and maintains a quality management system that complies with ISO 9001:2015 standard or equivalent, the compliance of which has been assessed by an independent accreditation body/auditor.	- A certificate issued by an independent accreditation body/auditor confirming that the Tenderer has implemented and maintains a quality management system that complies with the requirements of the quality management system ISO 9001:2015 or an equivalent standard. If for some reason the Tenderer was unable to obtain such certificate by the date of submission of the proposal, the Tenderer shall submit other evidence of equivalent quality assurance measures and prove that the proposed quality assurance measures comply with the requirements specified by the Contracting authority.
6. The Tenderer has implemented and maintains environmental management system that complies with ISO 14001:2015 standard or equivalent, the compliance of which has been assessed by an independent accreditation body/auditor.	- A certificate issued by an independent accreditation body/auditor confirming that the Tenderer has implemented and maintains an environmental management system that complies with the requirements of the quality management system ISO 14001:2015 or an equivalent standard. If for some reason the Tenderer was unable to obtain such certificate by the date of submission of the proposal, the Tenderer shall submit other evidence of equivalent quality assurance measures and prove that the proposed quality assurance measures comply with the requirements specified by the Contracting authority.

- 8.5. Information, provided in the Proposal to prove the compliance with above-mentioned requirements for economic and financial standing (Section 8.3 of the Regulations), technical and professional ability (Section 8.4 of the Regulations) shall be clear and understandable without any additional analysis or external proof of the submitted information. The Contracting authority is not obliged to use additional sources of information to decide regarding **Tenderer's compliance with the qualification** requirements. The Tenderer shall remain fully responsible for the provision of sufficiently detailed information in the Proposal required to clearly confirm the compliance with qualification requirements set in the Regulations.
- 8.6. Notices and other documents mentioned in the Section 8.1 of the Regulations which are issued by competent institutions of the Republic of Latvia are accepted and recognized by the Procurement commission if they are issued no earlier than 1 (one) month prior to the date of submission of particular notices and documents. Notices and other documents mentioned in the Section 8.1 of the Regulations which are issued by foreign competent institutions are accepted and recognized by the Procurement commission, if they are issued no earlier than 6 (six) months prior to the date of submission of notices and documents if the issuer of the notice or document has not set shorter period of validity.
- 8.7. If the documents with which a Tenderer registered or permanently residing abroad can certify its compliance with the requirements of Section 8.1 of the Regulations are not issued or these documents are insufficient, such documents can be replaced with an oath or, if the regulatory enactments of the country in question do not allow for an oath, - with a certification by the Tenderer or by another person mentioned in Section 8.1 of the Regulations before a competent executive governmental or judicial institution, a sworn notary or a competent organization of a corresponding industry in their country of registration (permanent residence). Regarding all documents submitted based on an oath given under law (e.g. sworn-statements, declarations on oath etc.), the Tenderer must provide (indicate) legal grounds to law or enactment in accordance with such statements or declarations on oath have been given.
- 8.8. If the Tenderer complies with any of the exclusion grounds mentioned in Section 8.1 of the Regulations (except Section 8.1.2, 8.1.10 – 8.1.13 of the Regulations), the Tenderer indicates this fact in the Annex No 1 "**Application for participating in the Open competition**" of the Regulations. If the Tenderer to whom the Contract should be awarded will comply with any of exclusion grounds mentioned in this Section, Procurement commission will follow the procedures specified in the Section 43, Paragraph 2-5 of the Public Procurement Law.
- 8.9. The Tenderer to certify that it complies with the selection criteria for Tenderers may submit the European Single Procurement Document (hereinafter - ESPD) as initial proof. This document must be submitted electronically and for each person upon whose capacity Tenderer relies on to certify its compliance with the requirements stipulated in the Regulations, and for each of their indicated subcontractors the share of whose work is equal to or exceeds 10



% (ten percent) of the value of the Contract but if the Tenderer is a partnership – for each member thereof. To fill in the ESPD the Tenderer shall use the "ESPD.xml" file on the Internet webpage <http://espd.eis.gov.lv/>.

- 8.10. If Tenderer has chosen to submit an ESPD as initial proof, in the ESPD for a person upon whose capacity Tenderer relies to certify its compliance with the requirements stipulated in the Regulations it shall be filled in the part regarding the exclusion grounds and information regarding the selection criteria relevant for the specific capacity or capacities on which Tenderer relies. In the ESPD for a subcontractor the share of whose work is equal to or exceeds 10 % (ten percent) of the Contract - part regarding the exclusion grounds only.
- 8.11. If the Tenderer to whom the Contract should be awarded has chosen to submit an ESPD as initial proof, Procurement commission will follow the procedure stipulated in the Paragraph 17 of the Cabinet regulation No 107 of 28 February 2017 "Tendering Procedures or Procurement Procedures and Design Contests".

## 9. RELIANCE ON THE CAPACITY OF OTHER PERSONS

- 9.1. For the fulfilment of the contract, to comply with the selection requirements for the Tenderers relating to the economic and financial standing and/ or technical and professional capacity, Tenderer may rely on the capacity of other persons regardless of the legal nature of their mutual relationship. In this case:
- 9.1.1. The Tenderer shall indicate in the Proposal all persons on whose capacity it relies by filling in the table which is attached as an Annex No 7 "A list of other entities on whose capacity **Tenderer relies**" of the Regulations and prove to the Contracting authority that the Tenderer will have available all the necessary resources for the fulfilment of the Contract by submitting a signed confirmation or agreement on cooperation and/or passing of resources to the Tenderer between such persons and the Tenderer. The confirmations and agreements on cooperation and passing of resources can be replaced with any other type of documents with which the Tenderer is able to prove that the necessary resources will be available to the Tenderer and will be used during the term of fulfilment of the Contract.
- 9.1.2. Documents on cooperation and passing of resources must be sufficient to prove to the Contracting authority that the Tenderer will have the ability to fulfil the Contract, as well as that during the validity of the Contract Tenderer will in fact use the resources of such person upon whose capacity it relies.
- 9.1.3. The Contracting authority requires joint and several liability for the execution of the Contract between the:
- 9.1.3.1. Tenderer and a person on whose capacity Tenderer is relying on to certify its financial and economic performance and who will be financially and economically responsible for fulfilment of the Contract;
- 9.1.3.2. Each member of the partnership (if the Tenderer is a partnership) on whose capacity Tenderer is relying on and who will be financially and economically responsible for fulfilment of the Contract.
- 9.2. Tenderer may rely on the capacity of other persons only if these persons will provide services that require the relevant capacity.
- 9.3. If Tenderer is a partnership, the member of the partnership upon whose qualification the partnership relies in order to qualify must provide the respective services for which the respective qualification was required.
- 9.4. The Contracting authority will evaluate the person on whose capacity Tenderer to whom the rights to conclude the Contract should be assigned is relying according to Section 8.1.1 - 8.1.8 and Section 8.1.12 - 8.1.13 of the Regulations. In case such person will comply with any of the exclusion grounds which are mentioned in Section 8.1.1 - 8.1.8 or Section 8.1.12 - 8.1.13 of the Regulations, Contracting authority will request Tenderer to change such person. If the Tenderer will not submit documents about another person which complies with the selection criteria within 10 (ten) business days from the date when the request was issued or sent to the Tender, the Contracting authority will exclude such Tenderer from further participation in the Open competition.

## 10. SUBCONTRACTING

- 10.1. The Tenderer shall indicate in the Proposal all subcontractors of the Tenderer by filling in the table which is attached as an Annex No 8 "A list of subcontractors" of the Regulations.
- 10.2. The Contracting authority will evaluate the subcontractor (whose share of services is equal to or exceeds 10% of the proposed contract price) of the Tenderer to whom the rights to conclude the Contract should be assigned according to Sections 8.1.2 – 8.1.8 and Sections 8.1.12 - 8.1.13 of the Regulations. In case such subcontractor whose share of services is equal to or exceeds 10% of the proposed contract price, will comply with any of the exclusion grounds which are mentioned in Section 8.1.2 – 8.1.8 and Section 8.1.12 - 8.1.13 of the Regulations, the Contracting authority will request Tenderer to change such subcontractor. If the Tenderer will not submit documents about another subcontractor which complies with the selection criteria within 10 (ten) business days from the date when the



request was issued or sent to the Tender, the Contracting authority will exclude such Tenderer from further participation in the Open competition.

## 11. TECHNICAL PROPOSAL

- 11.1. Technical proposal should be prepared and submitted according to form in Annex No 5 "Technical proposal" and Annex No 2 "Technical specification".
- 11.2. In rows 1-4 in the Annex No 5 "Technical proposal" table the Tenderer indicates the following information:
  - 11.2.3. a specific model of the proposed equipment;
  - 11.2.4. a link to the data sheet of the proposed equipment, where the Procurement commission can verify the compliance of the proposed equipment with the requirements of the Technical Specification.
- 11.3. In rows 5-12 in the Annex No 5 "Technical proposal" table the Tenderer indicates the following information:
  - 11.3.3. Tenderers confirmation that it will provide the services described in the Technical specification;
  - 11.3.4. Tenderers proposal that states **in how many business days the service will be delivered (picking up the device from any of the offices stated in Section 6.5., repairing it/replacing it and delivering it back to the same office).**
- 11.4. The Tenderer shall prepare the Technical proposal for the entire scope of the Procurement subject-matter.
- 11.5. The Tenderer may include additional information to prove its proposals compliance with the Technical specification.

## 12. FINANCIAL PROPOSAL

- 12.1. The Financial proposal shall be submitted as part of an Annex No 6 "Financial proposal" of the Regulations.
- 12.2. When filling in the Annex No 6 "Financial proposal", the tenderer shall take into account that:
  - 12.2.3. The costs shall be specified in EUR with an accuracy of 2 (two) decimals after comma,
  - 12.2.4. The Tenderer may not make changes in the content of the Financial proposal form, incl. delete or add rows or columns.
- 12.3. Prices offered in Financial proposal cannot be increased during the performance of the contract.
- 12.4. All taxes and fees set by the state and local governments, except for the Value added tax (hereinafter - VAT), as well as all possible risks related to market price fluctuations during the performance of the procurement contract must be included in the Financial proposal.
- 12.5. **All costs related expenses that are not specifically listed in the Technical specification, but which are necessary for the overall performance of the contract must be included in Financial proposal.**
- 12.6. If the Tenderers Financial proposal does not comply with all the requirements of Section 12 of the Regulations, it will be considered as no compliant and will not be evaluated.

## 13. CONTENTS AND FORM OF THE PROPOSAL

- 13.1. Proposal must be submitted electronically on E-Tenders subsystem of the Electronic Procurement System in accordance with the following options for the Tenderer:
  - 13.1.3. by using the available tools of E-Tenders subsystem, filling the attached forms of the E-Tenders subsystem for Procurement procedure;
  - 13.1.4. by preparing and filling the necessary electronic documents outside the E-Tenders subsystem and attaching them to relevant requirements (in this situation the Tenderer takes responsibility for the correctness and compliance of the forms to requirements of documentation and form samples);

- 13.1.5. by encrypting electronically prepared Proposal outside of E-Tenders subsystem with data protection tools provided by third parties, and protection with electronic key and password (in this situation, Tenderer takes responsibility for the correctness and compliance of the forms to requirements of documentation and form samples as well as ensuring capability to open and read the document by the Contracting authority).
- 13.2. During preparation of the Proposal, Tenderer shall respect the following requirements:
- 13.2.3. Each document mentioned in Section 13.3 of the Regulations must be filled separately, each in a separate electronic document in line with forms attached to Procurement procedure **on Contracting authority's** profile in E-Tenders subsystem (<https://www.eis.gov.lv/EKEIS/Supplier/Procurement/80471>) in a Microsoft Office 2010 (or later) format and attached to the Procurement procedure;
- 13.2.4. Upon submission, the Tenderer signs the Proposal with secure electronic signature and time-stamp or with electronic signature provided by Electronic Procurement System. The Tenderer can use secure electronic signature and time-stamp and sign Application form, Technical proposal, Financial proposal and other documents separately.
- 13.3. Documents to be included in the Proposal:
- 13.3.3. Application for participating in the Open competition in accordance with the Annex No 1 of the Regulations;
- 13.3.4. Technical proposal in accordance with the Annex No 5 of the Regulations;
- 13.3.5. Financial proposal in accordance with the Annex No 6 of the Regulations;
- 13.3.6. Information and documents confirming compliance of the Tenderer with the selection criteria for the Tenderers (set in the Section 8 of the Regulations) or the corresponding ESPD;
- 13.3.7. Information and documents relating to other entities on whose capacity Tenderer is relying (in accordance with the Annex No 7 of the Regulations) or the corresponding ESPD;
- 13.3.8. Information and documents relating to subcontractors (in accordance with the Annex No 8 of the Regulations) or the corresponding ESPD.
- 13.4. The Proposal may contain original documents or their derivatives (e.g., copies). In the Proposal or in reply to a request of the Procurement commission Tenderer shall submit only such original documents which have legal force. For the document to gain legal force it must be issued and formatted in accordance with the Law on Legal Force of Documents of the Republic of Latvia (<https://likumi.lv/ta/en/id/210205-law-on-legal-force-of-documents>) but public documents issued abroad shall be formatted and legalized in accordance with the requirements of the Document Legalization Law of the Republic of Latvia (<https://likumi.lv/ta/en/en/id/155411-document-legalisation-law>). Public documents issued abroad can be self-approved by the Tenderer, if it is acceptable by the legislation of the respective country. When submitting the Proposal, the Tenderer has the right to certify the correctness of all **submitted documents' derivatives and translations with one certification.**
- 13.5. The Proposal must be signed by a person who is legally representing the Tenderer or is authorized to represent the Tenderer in this Open competition.
- 13.6. The Tenderer shall prepare Proposal in electronic form using the E-Tenders system available at <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/80471>.
- 13.7. The Proposal must be submitted in a written form in English or Latvian (if submitted in Latvian, translation in English of the Proposal must be provided together with the Proposal).

## 14. ENCRYPTION OF THE PROPOSAL INFORMATION

- 14.1. E-Tenders system which is a subsystem of the Electronic Procurement System ensures first level encryption of the information provided in the Proposal documents.
- 14.2. If the Tenderer has applied additional encryption to the information in the Proposal (according to Section 13.1.3 of the Regulations), Tenderer must provide the Procurement commission with the electronic key with the password to unlock the information not later than in 15 (fifteen) minutes after the deadline of the Proposal submission.

## 15. SUBMISSION OF A PROPOSAL

- 15.1. The Proposal shall be submitted electronically using the E-Tenders system available at <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/80471> by:

20 June 2022 till 15:00 (Riga time).

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

## 16. OPENING OF PROPOSALS

- 16.1. The Proposals will be opened on the E-Tenders system on 20 June 2022 starting at 15:00 (Riga time) during the opening session. On the E-Tenders system it is possible to follow the opening of submitted Proposals online.
- 16.2. The Proposals are opened by using the tools offered by E-Tenders system. The proposed price shall be published on the E-Tenders system.
- 16.3. The information regarding the Tenderer, the time of Proposal submission, the proposed price and other information that characterizes the Proposal is generated at the opening of the Proposals by E-Tenders system and written down in the Proposal opening sheet which shall be published on E-Tenders system and Contracting authority's webpage.

## 17. VERIFICATION OF PROPOSALS FOR COMPLIANCE

- 17.1. The Procurement commission evaluates received Proposals in a closed session.
- 17.2. The Procurement commission verifies whether the submitted Proposals comply with the requirements stipulated in Section 13 of the Regulations and whether all required information and documents are submitted and selects for further evaluation the compliant Proposals.
- 17.3. The Procurement commission verifies whether the submitted Proposals comply with the requirements stipulated in Section 6 - 10 of the Regulations and whether all required information and documents are submitted and selects for further evaluation the compliant Proposals.
- 17.4. **According to Paragraph 16 of Cabinet Regulation No. 107 "Tendering Procedures for Procurement Procedures and Design Contests" the procurement commission shall be entitled to verify the eligibility of tenderer qualification only of the tenderer to whom the procurement contract should be awarded.**
- 17.5. If the Tenderer has failed to submit some of the documents which shall be submitted according to the Regulation or the contents of the submitted documents do not comply with the Regulations, the Procurement Commission decides to request clarifications (if possible, in accordance with Public Procurement Law of Republic of Latvia) or to exclude the Tenderer from further participation in the open competition.
- 17.6. If the Procurement Commission determines that the information about the Tenderer, its subcontractors and persons upon whose capabilities the Tenderer is relying that is included in the submitted documents is unclear or incomplete, it demands that the Tenderer or a competent institution clarifies or expands the information included in the Proposal. The deadline for submission of the necessary information is determined in proportion to the time which is required to prepare and submit such information. If the Procurement Commission has demanded to clarify or expand upon the submitted documents, but the Tenderer has not done this in accordance with the requirements stipulated by the Procurement Commission, the Procurement Commission is under no obligation to repeatedly demand that the information included in these documents be clarified or expanded upon.

## 18. VERIFICATION OF TECHNICAL PROPOSALS

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

## 19. VERIFICATION OF FINANCIAL PROPOSALS

- 19.1. The Procurement commission verifies whether the submitted Financial proposals comply with the requirements stipulated in Section 12 of the Regulations and Tenderers have filled in the Annex No 6 "Financial proposal" in accordance with the requirements.
- 19.2. The Procurement commission verifies whether there are any arithmetical errors, whether an abnormally low Proposal has been received, as well as assesses and compares the contract prices proposed.

- 19.3. The Procurement commission informs the Tenderer whose arithmetical errors have been corrected about the correction of arithmetical errors and the corrected Financial proposal.
- 19.4. When evaluating the Financial proposal, Procurement commission takes corrections into account.
- 19.5. The Procurement commission has the right to demand that the Tenderer explains the calculation upon which the Financial proposal is based and other related aspects to ascertain the objectivity of the Financial proposal and whether an abnormally low Proposal has been submitted.
- 19.6. The Procurement commission further evaluates the compliant Proposals which have not been declared as abnormally low Proposals.

## 20. CONTRACT AWARD CRITERIA

- 20.1. The Proposal selection criterion is the most economically advantageous proposal according to the evaluation methodology described in this Section below.
- 20.2. The most economically advantageous Proposal shall be the Proposal which will receive the highest sum of scores for the following criteria:

No	Evaluation criteria	Maximum possible score
1.	Technical proposal	40
2.	Financial proposal (EUR, without VAT)	60
<b>TOTAL:</b>		<b>100</b>

- 20.3. The Procurement commission will sum up the points obtained by each Tenderer and the Contract will be awarded to the Tenderer whose Proposal obtains the highest score according to Section 20.5 and 20.6 of the Regulations.
- 20.4. In case several Tenderers will obtain equal amount of points, the Procurement commission shall award the right to conclude the Contract to the Tenderer which will obtain higher score for its Financial proposal. If also this score will be equal, then the Procurement commission will invite representatives of those particular Tenderers and will organize a draw. In situation, when representatives of Tenderers choose to not be present at the draw, Procurement commission will carry out the draw without representatives of Tenderers present by inviting impartial participant from the Contracting authority.

### 20.5. Evaluation of the Technical proposal

- 20.5.3. The **maximum number of points Proposal can receive for criteria “Technical proposal”** is 40 (forty) points.
- 20.5.4. The Tenderer will not receive point for equipment proposed in Sections 1-4 of Technical specification, but the proposed equipment must be compliant with requirements set in Annex 2 **“Technical specification”**. The points for Sections 5-12 of Technical specification shall be calculated with the following system:

No	Evaluation criteria of the Technical proposal	Number of business days proposed in Technical proposal	Points awarded
20.5.4.1.	The time required for <i>Apple</i> iPhone 11 display change	1-3	5 points
		4-7	3 points
		8 or more	1 point
20.5.4.2.	The time required for <i>Apple</i> iPhone 13 display change	1-3	5 points
		4-7	3 points
		8 or more	1 point
20.5.4.3.	The time required for <i>Apple</i> iPhone 11 battery replacement	1-3	5 points
		4-7	3 points
		8 or more	1 point
20.5.4.4.		1-3	5 points

	The time required for <i>Apple</i> iPhone 13 battery replacement	4-7	3 points
		8 or more	1 point
20.5.4.5.	The time required for <i>Apple</i> iPhone 11 case replacement	1-3	5 points
		4-7	3 points
		8 or more	1 point
20.5.4.6.	The time required for <i>Apple</i> iPhone 13 case replacement	1-3	5 points
		4-7	3 points
		8 or more	1 point
20.5.4.7.	The time required for <i>Apple</i> iPhone 11 replacement device delivery	1-3	5 points
		4-7	3 points
		8 or more	1 point
20.5.4.8.	The time required for <i>Apple</i> iPhone 13 replacement device delivery	1-3	5 points
		4-7	3 points
		8 or more	1 point

20.5.5. The Procurement commission will obtain the final score for each Technical proposal by summing up all points obtained in all criteria (Sections 20.5.4.1.-20.5.4.8.).

## 20.6. Evaluation of Financial proposal

20.6.3. The maximum number of points Proposal can receive for criterion "Financial proposal" is 60 (sixty) points.

20.6.4. The procurement commission will evaluate the price the Tenderer has indicated in the Financial proposal Section 13.

20.6.5. Financial proposals shall receive points in accordance with the following formula:

$$\text{points} = \frac{\text{lowest proposed price from the compliant proposals}}{\text{Tenderer's proposed price}} \times 60$$

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

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

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

21.3. If the Tenderer fails to submit required evidence before the deadline, Procurement commission excludes the Tenderer from participation in the Open competition.

21.4. Change of persons on whose capacity Tenderer is relying on to certify its compliance with the requirements or subcontractors whose share of services is equal to or exceeds 10% of the Contract price is performed in accordance with Sections 9.4 and 10.2 of the Regulations respectively.

- 21.5. In the event the Tenderer or partnership member (if the Tenderer is a partnership) fails to comply with requirements stipulated in Section 8.1 of the Regulations (except Section 8.1.2, 8.1.10 – 8.1.13 of the Regulations) and has indicated this in the Proposal, upon **Procurement commission's** request it submits an explanation about the implemented measures in order to restore reliability and prevent occurrences of the same or similar violations in future, as well as attaches evidence which proves the implemented measures, such as but not limited to evidence about compensating damages, on cooperation with investigating authorities, implemented technical, organizational or personnel measures, an assessment of a competent authority regarding the sufficiency of the implemented measures etc. The Procurement commission assesses such information. If the Procurement commission deems the measures taken are sufficient for the restoration of reliability and the prevention of similar cases in the future, it makes the decision not to exclude the Tenderer from participation in the Open competition. If the measures taken are insufficient, Procurement commission makes the decision to exclude the Tenderer from further participation in the Open competition. If the Tenderer within the indicated time does not submit the requested information, Procurement commission excludes the Tenderer from participation in the Open competition.

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

- 22.1. The Procurement commission selects Tenderers in accordance with the set selection criteria for Tenderers, verifies the compliance of the Proposals with the requirements stipulated in the Regulations and chooses the Proposal in accordance with the contract award criteria as described in Section 20 of the Regulations. The most economically advantageous Proposal shall be selected.
- 22.2. Within 3 (three) business days from the date of decision about the Open competition results Procurement commission informs all Tenderers about the decision made by sending the information by post or electronically (including via the E-Tenders system) and keeping the evidence of the date and means of sending the information. The Procurement commission announces the name of the successful Tenderer, indicating:
- 22.2.3. to the refused Tenderer - the reasons for refusing its Proposal;
- 22.2.4. to the Tenderer who has submitted an eligible Proposal - the characterization of the successful Proposal and the relative advantages;
- 22.2.5. the deadline by which the Tenderer may submit a complaint to the Procurement Monitoring Bureau regarding violations of the public procurement procedure.
- 22.3. If only 1 (one) Tenderer complies with all Tenderer selection requirements, Procurement commission prepares and includes in the report of the Open competition a justification of the fact that the set requirements for Tenderer selection are objective and commensurate. If the Procurement commission cannot justify that the set requirements for Tenderer selection are objective and commensurate, Procurement commission makes the decision to terminate the Procurement.
- 22.4. If the Procurement is terminated, Procurement commission within 3 (three) business days simultaneously informs all Tenderers about all the reasons why the Open competition is terminated and informs about the deadline within which a Tenderer may submit a complaint to the Procurement Monitoring Bureau regarding the violations of the public procurement procedure.
- 22.5. The Procurement commission when informing about the results has the right not to disclose specific/confidential **information, if it may infringe upon public interests or if the Tenderer's legal commercial interests** or the conditions of competition would be violated.
- 22.6. As soon as possible but not later than within 5 (five) business days from day when the decision about the results of the Open competition is taken, the Procurement commission prepares a report of the Open competition and publishes it on the **Contracting authority's profile in E-Tenders system's webpage** <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/80471> and on **Contracting authority's webpage** <https://www.railbaltica.org/tenders/>.
- 22.7. **The selected Tenderer upon receiving the notification from Procurement commission must:**
- 22.7.3. within 5 (five) business days – submit to the Contracting authority a copy of partnership agreement or notification regarding the establishment of the partnership, if required pursuant to requirements under Section 7.1.2 (a) of the Regulations;
- 22.7.4. within 10 (ten) days upon receiving the invitation - sign the Contract.
- 22.8. The Contract is concluded based on the selected Tenderer's Proposal and in accordance with the Annex No 9 "**Draft contract**" of the Regulations.

- 22.9. The Procurement commission has the right to choose the next lowest price Proposal, if the Tenderer in the time stipulated by the Regulations:
- 22.9.3. refuses to conclude a partnership contract or to establish the partnership in the cases and deadlines defined by the Regulations or in the cases and deadlines defined by the Regulations does not submit a copy of the partnership contract, or does not inform of the founding of a partnership company;
  - 22.9.4. refuses to conclude the Contract or does not submit a signed Contract within the deadlines defined in the Regulations.
- 22.10. In any of such a case mentioned in Section 22.9 of the Regulations Procurement commission is entitled to terminate this Open competition without selecting any Proposal or to select the next most economically advantageous Proposal. For either of these decisions a written decision must be made.
- 22.11. Prior to making the decision regarding the conclusion of the Contract with the Tenderer with the next most economically advantageous Proposal, the Procurement commission assesses whether this Tenderer is one market participant together with the initially selected Tenderer. If the next selected Tenderer is found to be one market participant together with the initially selected Tenderer or it does not comply with requirements set in the Section 22.7 of the Regulations, Procurement commission decides to terminate the Open competition without selecting any Proposal.

#### ANNEXES:

1. Application for participation in the Open competition on 2 (two) pages;
2. Technical specification on 3 (three) pages;
3. **Description of the Tenderer's experience on 1 (one) page;**
4. **Confirmation of the Tenderer's financial standing on 2 (two) pages;**
5. Technical proposal form on 5 (five) pages;
6. Financial proposal on 3 (three) pages;
7. A list of entities on whose capacity Tenderer relies on 1 (one) page;
8. A list of the subcontractors on 1 (one) page;
9. Draft contract on 25 (twenty-five) pages.

Procurement commission chairperson

Ieva Rudzīte



ANNEX NO 1: APPLICATION

APPLICATION FOR PARTICIPATION IN THE OPEN COMPETITION  
 “SUPPLY OF MOBILE DEVICES, ACCESSORIES AND MOBILE DEVICES REPAIR SERVICES”  
 (ID NO RBR 2022/9)

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

By submitting the Proposal, the Tenderer hereby:

1. Confirms participation in the open competition “Supply of mobile devices, accessories and mobile devices repair services”, ID No RBR 2022/9;
2. Informs that the following entities and/or persons comply with the following exclusion grounds (if any):

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

3. Confirms that, if the Tenderer will be awarded the Contract, the Tenderer will provide quality and timely performance of the contractual liabilities for the offered price and in accordance with the requirements of the Annex No 2 “**Technical specification**” of the Regulations;
4. Confirms that Regulations are clear and understandable, that it does not have any objections and complaints and that in the case of granting the right to enter into a Contract it shall fulfil all conditions of the Regulations as well as enter into a Contract in accordance with the Draft contract enclosed with the Regulations as an Annex No 9 “**Draft contract**”;
5. Confirms that in the preparation and submission of its Proposal, Tenderer has fully considered all the clarifications issued by the Contracting authority;
6. 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;

7. Agrees that the Contracting authority reserves itself the right to reject any or all Proposals and cancel the procurement process before entry into Contract on the grounds specified in the Regulations or the law;
8. Guarantees that all information and documents provided are true;
9. **Confirms<sup>7</sup> that meets the criteria of (please indicate by ticking relevant box):**

a small                       medium                       other

sized enterprise<sup>8</sup> as defined in the Article 2 of the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprise.<sup>9</sup>

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[date of signing]

[signature]

[name and position of the representative of the Tenderer]

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<sup>7</sup> Tenderer must indicate size of enterprise for each member of the partnership, if the Tenderer is a partnership.

<sup>8</sup> 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.

<sup>9</sup> 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](http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.L_.2003.124.01.0036.01.ENG&toc=OJ:L:2003:124:TOC)

ANNEX NO 2: TECHNICAL SPECIFICATION

TECHNICAL SPECIFICATION

List of necessary devices and services

Name of the device or service	Description of device or service
1. <i>Apple</i> iPhone 13 (or equivalent <sup>10</sup> ) mobile smart devices with the following requirements:	1.1. The mobile smart device runs on iOS 15 or later. 1.2. The internal storage of mobile smart device is at least 100 GB. 1.3. The mobile smart device is brand new, unused, in its original packaging (including all components), with no previously used or refurbished components. 1.4. Device is connected to the centralized data and application management system ( <i>Apple</i> Business Manager) before delivering it to the Contracting authority's office, enabling the Contracting authority to remotely manage the device without the intervention of the user of the device. 1.5. The mobile smart device is suitable for use in any of the networks of mobile operators in European Economic Area. 1.6. Warranty requirements for the mobile smart device (including all components of the device) - <b>not less than 24 months “on-site”</b> warranty from the moment of signing the deed of acceptance of the device.
2. <i>Apple</i> EarPods (or equivalent) with the following requirements:	2.1. The headset cable has an integrated microphone and control model. 2.2. A Lightning connection is used to connect the headset to the mobile device. 2.3. Headset type: in-ear. 2.4. Manufacturer Certified to work with <i>Apple</i> Mobile Smart Devices
3. <i>Apple</i> 20W USB-C (or equivalent) AC Adapter, with the following requirements:	3.1. AC adapter output power - at least 20 W 3.2. AC adapter supports the USB-C plug 3.3. Manufacturer Certified to work with <i>Apple</i> Mobile Smart Devices
4. <i>Apple</i> USB-C / Lightning (or equivalent) data cable with the following requirements:	4.1. Cable length not less than 1m 4.2. Compatible with the charger adapter specified in position 3 of the Technical specification 4.3. Data cable connector types: USB-C/Lightning 4.4. Compatible with <i>Apple</i> mobile smart devices 4.5. Manufacturer Certified to work with <i>Apple</i> Mobile Smart Devices
5. <i>Apple</i> iPhone 11 display change with the following requirements:	5.1. The display is replaced by an authorized service center of the mobile smart device manufacturer 5.2. Only original spare parts are used 5.3. After repair, the manufacturer's warranty for the mobile smart device remains valid
6. <i>Apple</i> iPhone 13 display change with	6.1. The display is replaced by an authorized service center of the mobile smart device manufacturer 6.2. Only original spare parts are used

<sup>10</sup> Mobile device or accessory that meets all requirements for the specific device or accessory set in Annex 2 Technical specification.

the following requirements:	6.3. After repair, the manufacturer's warranty for the mobile smart device remains valid
7. <i>Apple</i> iPhone 11 battery replacement with the following requirements:	7.1. The battery should be replaced by an authorized service center of the mobile smart device manufacturer
	7.2. Only original spare parts are used
	7.3. After repair, the manufacturer's warranty for the mobile smart device remains valid
8. <i>Apple</i> iPhone 13 battery replacement with the following requirements:	8.1. The battery should be replaced by an authorized service center of the mobile smart device manufacturer
	8.2. Only original spare parts are used
	8.3. After repair, the manufacturer's warranty for the mobile smart device remains valid
9. <i>Apple</i> iPhone 11 case replacement (case, rear camera, system board) with the following requirements:	9.1. The replacement of the case is performed by an authorized service center of the mobile smart device manufacturer
	9.2. Only original spare parts are used
	9.3. After repair, the manufacturer's warranty for the mobile smart device remains valid
10. <i>Apple</i> iPhone 13 case replacement (case, rear camera, system board) with the following requirements:	10.1. The replacement of the case is performed by an authorized service center of the mobile smart device manufacturer
	10.2. Only original spare parts are used
	10.3. After repair, the manufacturer's warranty for the mobile smart device remains
11. <i>Apple</i> iPhone 11 <b>replacement device</b> with the following requirements:	11.1. A replacement device is offered if the manufacturer's authorized service cannot rectify the defect, in accordance with the mobile smart device manufacturer's service regulations.
	11.2. Only damaged mobile smart device is replaced (packaging and accessories remain the same).
	11.3. The exchange mobile smart device is equivalent to the submitted mobile smart device, but without signs of use.
	11.4. Warranty for the exchange mobile smart device remains valid, or if the warranty has already expired, an additional three-month warranty is granted.
	11.5. Device is connected to the centralized data and application management system ( <i>Apple</i> Business Manager) before <b>delivering it to the Contracting authority's office</b> , enabling the Contracting authority to remotely manage the device without the intervention of the user of the device.
12. <i>Apple</i> iPhone 13 <b>replacement device</b> with the following requirements	12.1. A replacement device is offered if the manufacturer's authorized service cannot rectify the defect, in accordance with the mobile smart device manufacturer's service regulations.
	12.2. Only the damaged mobile smart device is replaced (packaging and accessories remain the same).
	12.3. The exchange mobile smart device is equivalent to the submitted mobile smart device, but without signs of use.
	12.4. Warranty for the exchange mobile smart device remains valid, or if the warranty has already expired, an additional three-month warranty is granted.
	12.5. Device is connected to the centralized data and application management system ( <i>Apple</i> Business Manager) before <b>delivering it to the Contracting authority's office</b> , enabling the Contracting authority to remotely manage the device without the intervention of the user of the device.

### Other requirements

<p>13. If the Contracting authority has ordered up to 10 devices from positions 1-4 of the Technical Specification, Maximum execution time for one order delivery: no more than 5 (five) business days from the day the order has been confirmed. If the Contracting authority has ordered more than 10 devices from positions 1-4 of the Technical Specification, maximum execution time for one order delivery: no more than 10 (ten) business days from the day the order has been confirmed. Devices from positions 11 and 12 must be delivered in accordance with the time specified in the Technical proposal.</p>
<p>14. The minimum amount of one delivery is not limited. The Contracting authority has the right to purchase equipment within several orders.</p>
<p>15. Throughout the term of the contract, the Supplier is obliged to deliver the <i>Apple</i> iPhone 13 (or equivalent) mobile smart device model specified in the Technical proposal at a sale price not higher than the price specified in the Financial proposal in EUR excluding VAT, but if, at the time the order is placed by the Contracting authority, in any of the Supplier's public trading places (shops or online stores) the selling price of the smart device iPhone 13 (or equivalent) specified in the Technical proposal is lower than the selling price specified in the Financial proposal, the Supplier is obliged to apply the lowest selling price.</p>
<p>16. During the performance of the contract, the Contracting authority has the right to purchase a newer model<sup>11</sup> than the one specified in the Technical proposal, if its technical parameters (processor speed, memory size, battery life and screen size) are not lower than <i>Apple</i> iPhone 13 and its selling price in any of the Supplier's public trading places (shops or online stores) is not higher than the price indicated in the Financial proposal. In this case, the lowest selling price applies.</p>
<p>17. The Supplier is obliged to provide the Contracting authority with non-warranty repair services specified in the Technical proposal at a price not higher than the price indicated in the Financial proposal in EUR without VAT, but if in any of the Supplier's public trading places (shops or online stores) the price for the specific service is lower than the sale price indicated in the Financial proposal, the Supplier is obliged to apply the lowest price.</p>
<p>18. The Tenderer is obliged to regularly (at least once a month) inform the Contracting authority about the sales prices of the <i>Apple</i> iPhone 13 (or equivalent) or newer mobile device models offered for sale at the Supplier's public trading places (shops or online stores).</p>

<sup>11</sup> According to the release date of the model, it must be newer than indicated in the Technical proposal.

ANNEX NO 3: EXPERIENCE OF THE TENDERER

**DESCRIPTION OF THE TENDERER’S EXPERIENCE FOR THE OPEN COMPETITION  
“SUPPLY OF MOBILE DEVICES, ACCESSORIES AND MOBILE DEVICES REPAIR SERVICES”  
(ID NO RBR 2022/9)**

SECTION 8.4.1 OF THE REGULATIONS

No	Client, client’s contact information for references (name of representative, phone, e-mail) <sup>12</sup>	Period of the contract (month/year – month/year)	Title of project/contract	Description of the services	Value of the contract (EUR without VAT)
1.					
2.					
n+1					

[date of signing]

[signature]

[name and position of the representative of the Tenderer]

<sup>12</sup> In case of doubt, the Contracting authority has the right to contact the Client to verify that the services specified complies with the requirements set in Section 8.4.1 of the Regulations.

ANNEX NO 4: CONFIRMATION OF FINANCIAL STANDING

**CONFIRMATION OF TENDERER’S FINANCIAL STANDING FOR THE OPEN COMPETITION  
“SUPPLY OF MOBILE DEVICES, ACCESSORIES AND MOBILE DEVICES REPAIR SERVICES”  
(ID NO RBR 2022/9)**

1. Section 8.3.1 of the Regulations

**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 (2019, 2020, 2021) is not less than 160 000 EUR (one hundred sixty thousand euros) per year.

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

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

No	Year	Total Turnover in EUR*	Notes
The Tenderer or member of the partnership (if the Tenderer is a partnership) on whose capacity Tenderer is relying to certify its financial and economic performance (Section 8.3.1 of the Regulations) and who will be financially and economically responsible for fulfilment of the Contract or other entity on whose capacity Tenderer is relying (if the Tenderer is relying on other entity’s capacity) to certify its economic and financial performance and who will be financially and economically responsible for fulfilment of the Contract:			
Name of the Tenderer / a member of a partnership / other entity			
1.	2019		
2.	2020		
3.	2021		
<b>Average annual turnover within the last 3 (three) financial years</b>			

*\*If the financial turnover is in another currency than euro, for this Proposal it should be recalculated in euro in accordance with the currency exchange rate published by the European Central Bank on the proposal submission date (please see Section 15.1 of the Regulations)<sup>13</sup>.*

2. Section 8.3.2 of the Regulations

The Tenderer and each member of the partnership (if the Tenderer is a partnership) on whose capacity Tenderer is relying to certify its financial and economic performance and who will be financially and economically responsible for the fulfilment of the Contract, shall have stable financial and economic performance, namely, in the last audited financial year (if the auditing financial statement is required by the law applicable to the Tenderer or member of the partnership) or last closed financial year (if the auditing financial statement is not required by the law applicable to the Tenderer or member of the partnership) liquidity ratio (current assets divided by short-term liabilities) shall be equal to or exceed 1 (one) and shall have positive equity.

\_\_\_\_\_  
Name of the Tenderer / a member of partnership / other entity

<sup>13</sup> Available here: [https://www.ecb.europa.eu/stats/policy\\_and\\_exchange\\_rates/euro\\_reference\\_exchange\\_rates/html/index.en.html](https://www.ecb.europa.eu/stats/policy_and_exchange_rates/euro_reference_exchange_rates/html/index.en.html)



Financial information from the Tenderer's financial statement used to calculate liquidity ratio and equity*		Year 2021**
Current assets		
Total assets		
Short term - liabilities		
Total liabilities		

\* Please continue and provide information regarding each entity to which this requirement applies. If value of assets or liabilities have been calculated from different parts of Tenderer's financial statement, Tenderer must provide explanation how the calculations have been made.

\*\* If the previous reporting year of the Tenderer differ from the year specified in Section 8.3.2 of the Regulations (2021), the financial information necessary must be indicated for the **Tenderer's** previous reporting year. Additionally, if values are in another currency than euro, for this Proposal they should be recalculated in euro in accordance with the currency exchange rate published by the European Central Bank on the proposal submission date<sup>14</sup>.

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

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

[date of signing]

[signature]

[name and position of the representative of the Tenderer]

<sup>14</sup> Available here: [https://www.ecb.europa.eu/stats/policy\\_and\\_exchange\\_rates/euro\\_reference\\_exchange\\_rates/html/index.en.html](https://www.ecb.europa.eu/stats/policy_and_exchange_rates/euro_reference_exchange_rates/html/index.en.html)

ANNEX NO 5: TECHNICAL PROPOSAL

TECHNICAL PROPOSAL

Name of the device or service	Description of device or service	Tenderers proposal <sup>15</sup>
1. <i>Apple</i> iPhone 13 (or equivalent) mobile smart devices with the following requirements:	1.1. The mobile smart device runs on iOS 15 or later.	<i>Please indicate the specific model of the device proposed.</i>
	1.2. The internal storage of mobile smart device is at least 100 GB.	<i>Please copy a link to the data sheet of the proposed device.</i>
	1.3. The mobile smart device is brand new, unused, in its original packaging (including all components), with no previously used or refurbished components.	
	1.4. Device is connected to the centralized data and application management system ( <i>Apple</i> Business Manager) before delivering it to the Contracting <b>authority's office</b> , enabling the Contracting authority to remotely manage the device without the intervention of the user of the device.	
	1.5. The mobile smart device is suitable for use in any of the networks of mobile operators in European Union.	
	1.6. Warranty requirements for the mobile smart device (including all components of the device) - not less than 24 months <b>“on-site” warranty from</b> the moment of signing the deed of acceptance of the device.	
2. <i>Apple</i> EarPods (or equivalent) with the following requirements:	2.1. The headset cable has an integrated microphone and control model.	<i>Please indicate the specific model of the device proposed.</i>
	2.2. A Lightning connection is used to connect the headset to the mobile device.	<i>Please copy a link to the data sheet of the proposed device.</i>
	2.3. Headset type: in-ear.	
	2.4. Manufacturer Certified to work with <i>Apple</i> Mobile Smart Devices	
3. <i>Apple</i> 20W USB-C (or equivalent) AC Adapter, with the following requirements:	3.1. AC adapter output power - at least 20 W	<i>Please indicate the specific model of the device proposed.</i>
	3.2. AC adapter supports the USB-C plug	<i>Please copy a link to the data sheet of the proposed device.</i>
	3.3. Manufacturer Certified to work with <i>Apple</i> Mobile Smart Devices	
	4.1. Cable length not less than 1m	

<sup>15</sup> According to Section 11 of the Regulations

4. Apple USB-C / Lightning (or equivalent *) data cable with the following requirements:	4.2. Compatible with the charger adapter specified in position 3 of the Technical specification	<p><i>Please indicate the specific model of the device proposed.</i></p> <p><i>Please copy a link to the data sheet of the proposed device.</i></p>
	4.3. Data cable connector types: USB-C/Lightning	
	4.4. Compatible with <i>Apple</i> mobile smart devices	
	4.5. Manufacturer Certified to work with <i>Apple</i> Mobile Smart Devices	
5. <i>Apple</i> iPhone 11 display change with the following requirements:	5.1. The display is replaced by an authorized service center of the mobile smart device manufacturer	<p><i>Please confirm that you will provide the service described.</i></p>
	5.2. Only original spare parts are used	<p><i>Please indicate in how many business days (one number) the service will be delivered.</i></p>
	5.3. After repair, the manufacturer's warranty for the mobile smart device remains valid	
6. <i>Apple</i> iPhone 13 display change with the following requirements:	6.1. The display is replaced by an authorized service center of the mobile smart device manufacturer	<p><i>Please confirm that you will provide the service described.</i></p>
	6.2. Only original spare parts are used	<p><i>Please indicate in how many business days (one number) the service will be delivered.</i></p>
	6.3. After repair, the manufacturer's warranty for the mobile smart device remains valid	
7. <i>Apple</i> iPhone 11 battery replacement with the following requirements:	7.1. The battery should be replaced by an authorized service center of the mobile smart device manufacturer	<p><i>Please confirm that you will provide the service described.</i></p>
	7.2. Only original spare parts are used	<p><i>Please indicate in how many business days (one number) the service will be delivered.</i></p>
	7.3. After repair, the manufacturer's warranty for the mobile smart device remains valid	
8. <i>Apple</i> iPhone 13 battery replacement with the following requirements:	8.1. The battery should be replaced by an authorized service center of the mobile smart device manufacturer	<p><i>Please confirm that you will provide the service described.</i></p>
	8.2. Only original spare parts are used	<p><i>Please indicate in how many business days (one number) the service will be delivered.</i></p>
	8.3. After repair, the manufacturer's warranty for the mobile smart device remains valid	
9. <i>Apple</i> iPhone 11 case replacement (case, rear camera, system board) with the following requirements:	9.1. The replacement of the case is performed by an authorized service center of the mobile smart device manufacturer	<p><i>Please confirm that you will provide the service described.</i></p>
	9.2. Only original spare parts are used	<p><i>Please indicate in how many business days (one number) the service will be delivered.</i></p>
	9.3. After repair, the manufacturer's warranty for the mobile smart device remains valid	
10. <i>Apple</i> iPhone 13 case replacement (case, rear camera, system board) with the following requirements:	10.1. The replacement of the case is performed by an authorized service center of the mobile smart device manufacturer	<p><i>Please confirm that you will provide the service described.</i></p>
	10.2. Only original spare parts are used	<p><i>Please indicate in how many business days (one number) the service will be delivered.</i></p>
	10.3. After repair, the manufacturer's warranty for the mobile smart device remains	

11. <i>Apple</i> iPhone 11 replacement device with the following requirements:	11.1. A replacement device is offered if the manufacturer's authorized service cannot rectify the defect, in accordance with the mobile smart device manufacturer's service regulations. 11.2. Only damaged mobile smart device is replaced (packaging and accessories remain the same). 11.3. The exchange mobile smart device is equivalent to the submitted mobile smart device, but without signs of use. 11.4. Warranty for the exchange mobile smart device remains valid, or if the warranty has already expired, an additional three-month warranty is granted. 11.5. Device is connected to the centralized data and application management system ( <i>Apple</i> Business Manager) before delivering it to the Contracting <b>authority's office, enabling the</b> Contracting authority to remotely manage the device without the intervention of the user of the device.	<p><i>Please confirm that you will provide the service described.</i></p> <p><i>Please indicate in how many business days (<b>one number</b>) the service will be delivered.</i></p>
12. <i>Apple</i> iPhone 13 replacement device with the following requirements	12.1. A replacement device is offered if the manufacturer's authorized service cannot rectify the defect, in accordance with the mobile smart device manufacturer's service regulations. 12.2. Only the damaged mobile smart device is replaced (packaging and accessories remain the same). 12.3. The exchange mobile smart device is equivalent to the submitted mobile smart device, but without signs of use. 12.4. Warranty for the exchange mobile smart device remains valid, or if the warranty has already expired, an additional three-month warranty is granted. 12.5. Device is connected to the centralized data and application management system ( <i>Apple</i> Business Manager) before delivering it to the Contracting <b>authority's office, enabling the</b> Contracting authority to remotely manage the device without the intervention of the user of the device.	<p><i>Please confirm that you will provide the service described.</i></p> <p><i>Please indicate in how many business days (<b>one number</b>) the service will be delivered.</i></p>

## Other requirements

Requirement	Tenderers proposal
13. If the Contracting authority has ordered up to 10 devices from positions 1-4 of the Technical Specification, maximum execution time for one order delivery: no more than 5 (five) business days from the day the order has been confirmed. If the Contracting authority has ordered more than 10 devices from positions 1-4 of the Technical Specification, maximum execution time for one order delivery: no more than 10 (ten) business days from the day the order has been confirmed. Devices from positions 11 and 12 must be delivered in accordance with the time specified in the Technical proposal.	<i>Please confirm that you are aware of this requirement and undertake to comply with it during the performance of the contract.</i>
14. The minimum amount of one delivery is not limited. The Contracting authority has the right to purchase equipment within several orders.	<i>Please confirm that you are aware of this requirement and undertake to comply with it during the performance of the contract.</i>
15. Throughout the term of the contract, the Supplier is obliged to deliver the <i>Apple</i> iPhone 13 (or equivalent) mobile smart device model specified in the Technical proposal at a sale price not higher than the price specified in the Financial proposal in EUR excluding VAT, but if, at the time the order is placed by the Contracting authority, in any of the Supplier's public trading places (shops or online stores) the selling price of the smart device <i>Apple</i> iPhone 13 (or equivalent) specified in the Technical proposal is lower than the selling price specified in the Financial proposal, the Supplier is obliged to apply the lowest selling price.	<i>Please confirm that you are aware of this requirement and undertake to comply with it during the performance of the contract.</i>
16. During the performance of the contract, the Contracting authority has the right to purchase a newer model <sup>16</sup> than the one specified in the Technical proposal, if its technical parameters (processor speed, memory size, battery life and screen size) are not lower than <i>Apple</i> iPhone 13 and its selling price in any of the Supplier's public trading places (shops or online stores) is not higher than the price indicated in the Financial proposal. In this case, the lowest selling price applies.	<i>Please confirm that you are aware of this requirement and undertake to comply with it during the performance of the contract.</i>
17. The Supplier is obliged to provide the Contracting authority with non-warranty repair services specified in the Technical proposal at a price not higher than the price indicated in the Financial proposal in EUR without VAT, but if in any of the Supplier's public trading places (shops or online stores) the price for the specific service is lower than the sale price indicated in the Financial proposal, the Supplier is obliged to apply the lowest price.	<i>Please confirm that you are aware of this requirement and undertake to comply with it during the performance of the contract.</i>

<sup>16</sup> According to the release date of the model, it must be newer than indicated in the Technical proposal.

18. The Tenderer is obliged to regularly (at least once a month) inform the Contracting authority about the sales prices of the *Apple* iPhone 13 (or equivalent) or newer mobile device models offered for sale at the Supplier's public trading places (shops or online stores).

*Please confirm that you are aware of this requirement and undertake to comply with it during the performance of the contract.*

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[date of signing]

[signature]

[name and position of the representative of the Tenderer]

## ANNEX NO 6: FINANCIAL PROPOSAL

## FINANCIAL PROPOSAL

Name of the device or service	Description of device or service	Tenderers proposal
1. <i>Apple</i> iPhone 13 (or equivalent) mobile smart devices with the following requirements:	1.1. The mobile smart device runs on iOS 15 or later.	<i>Please indicate the price for one piece of equipment.</i>
	1.2. The internal storage of mobile smart device is at least 100 GB.	
	1.3. The mobile smart device is brand new, unused, in its original packaging (including all components), with no previously used or refurbished components.	
	1.4. Device is connected to the centralized data and application management system ( <i>Apple</i> Business Manager) before delivering it to the Contracting <b>authority's office</b> , enabling the Contracting authority to remotely manage the device without the intervention of the user of the device.	
	1.5. The mobile smart device is suitable for use in any of the networks of mobile operators in European Union.	
	1.6. Warranty requirements for the mobile smart device (including all components of the device) - not less than 24 months <b>"on-site" warranty from the moment of signing the deed of acceptance of the device.</b>	
2. <i>Apple</i> EarPods (or equivalent) with the following requirements:	2.1. The headset cable has an integrated microphone and control model.	<i>Please indicate the price for one piece of equipment.</i>
	2.2. A Lightning connection is used to connect the headset to the mobile device.	
	2.3. Headset type: in-ear.	
	2.4. Manufacturer Certified to work with <i>Apple</i> Mobile Smart Devices	
3. <i>Apple</i> 20W USB-C (or equivalent) AC Adapter, with the following requirements:	3.1. AC adapter output power - at least 20 W	<i>Please indicate the price for one piece of equipment.</i>
	3.2. AC adapter supports the USB-C plug	
	3.3. Manufacturer Certified to work with <i>Apple</i> Mobile Smart Devices	
4. <i>Apple</i> USB-C / Lightning (or equivalent) data cable with the following requirements:	4.1. Cable length not less than 1m	<i>Please indicate the price for one piece of equipment.</i>
	4.2. Compatible with the charger adapter specified in position 3 of the Technical specification	
	4.3. Data cable connector types: USB-C/Lightning	
	4.4. Compatible with <i>Apple</i> mobile smart devices	



	4.5. Manufacturer Certified to work with <i>Apple</i> Mobile Smart Devices	
5. <i>Apple</i> iPhone 11 display change with the following requirements:	5.1. The display is replaced by an authorized service center of the mobile smart device manufacturer	<i>Please indicate the price for one time the service is provided.</i>
	5.2. Only original spare parts are used	
	5.3. After repair, the manufacturer's warranty for the mobile smart device remains valid	
6. <i>Apple</i> iPhone 13 display change with the following requirements:	6.1. The display is replaced by an authorized service center of the mobile smart device manufacturer	<i>Please indicate the price for one time the service is provided.</i>
	6.2. Only original spare parts are used	
	6.3. After repair, the manufacturer's warranty for the mobile smart device remains valid	
7. <i>Apple</i> iPhone 11 battery replacement with the following requirements:	7.1. The battery should be replaced by an authorized service center of the mobile smart device manufacturer	<i>Please indicate the price for one time the service is provided.</i>
	7.2. Only original spare parts are used	
	7.3. After repair, the manufacturer's warranty for the mobile smart device remains valid	
8. <i>Apple</i> iPhone 13 battery replacement with the following requirements:	8.1. The battery should be replaced by an authorized service center of the mobile smart device manufacturer	<i>Please indicate the price for one time the service is provided.</i>
	8.2. Only original spare parts are used	
	8.3. After repair, the manufacturer's warranty for the mobile smart device remains valid	
9. <i>Apple</i> iPhone 11 case replacement (case, rear camera, system board) with the following requirements:	9.1. The replacement of the case is performed by an authorized service center of the mobile smart device manufacturer	<i>Please indicate the price for one time the service is provided.</i>
	9.2. Only original spare parts are used	
	9.3. After repair, the manufacturer's warranty for the mobile smart device remains valid	
10. <i>Apple</i> iPhone 13 case replacement (case, rear camera, system board) with the following requirements:	10.1. The replacement of the case is performed by an authorized service center of the mobile smart device manufacturer	<i>Please indicate the price for one time the service is provided.</i>
	10.2. Only original spare parts are used	
	10.3. After repair, the manufacturer's warranty for the mobile smart device remains valid	
11. <i>Apple</i> iPhone 11 <b>replacement device</b> with the following requirements:	11.1. A replacement device is offered if the manufacturer's authorized service cannot rectify the defect, in accordance with the mobile smart device manufacturer's service regulations.	<i>Please indicate the price for one time the service is provided.</i>

	11.2. Only damaged mobile smart device is replaced (packaging and accessories remain the same).	
	11.3. The exchange mobile smart device is equivalent to the submitted mobile smart device, but without signs of use.	
	11.4. Warranty for the exchange mobile smart device remains valid, or if the warranty has already expired, an additional three-month warranty is granted.	
	11.5. Device is connected to the centralized data and application management system ( <i>Apple</i> Business Manager) before delivering it to the Contracting <b>authority's office, enabling the</b> Contracting authority to remotely manage the device without the intervention of the user of the device.	
12. <i>Apple</i> iPhone 13 replacement device with the following requirements	12.1. A replacement device is offered if the manufacturer's authorized service cannot rectify the defect, in accordance with the mobile smart device manufacturer's service regulations.	<i>Please indicate the price for one time the service is provided.</i>
	12.2. Only the damaged mobile smart device is replaced (packaging and accessories remain the same).	
	12.3. The exchange mobile smart device is equivalent to the submitted mobile smart device, but without signs of use.	
	12.4. Warranty for the exchange mobile smart device remains valid, or if the warranty has already expired, an additional three-month warranty is granted.	
	12.5. Device is connected to the centralized data and application management system ( <i>Apple</i> Business Manager) before delivering it to the Contracting <b>authority's office, enabling the</b> Contracting authority to remotely manage the device without the intervention of the user of the device.	
13.	<b>TOTAL:</b>	

[date of signing]

[signature]

[name and position of the representative of the Tenderer]

**ANNEX NO 7: ENTITIES ON WHOSE CAPACITY TENDERER RELIES**

A LIST OF ENTITIES ON WHOSE CAPACITY TENDERER RELIES ON TO MEET THE REQUIREMENTS OF THE OPEN COMPETITION

**"SUPPLY OF MOBILE DEVICES, ACCESSORIES AND MOBILE DEVICES REPAIR SERVICES"  
(ID NO RBR 2022/9)**

No	Name of the entity (registration No., legal address)	Description of the capabilities the Tenderer relies on to certify its compliance with qualification requirements (Section 8 and 9 of Regulations)
1		
2		
n+1		

[date of signing]

[signature]

[name and position of the representative of the Tenderer]

## ANNEX NO 8: SUBCONTRACTORS

A LIST OF THE SUBCONTRACTORS FOR THE OPEN COMPETITION  
 "SUPPLY OF MOBILE DEVICES, ACCESSORIES AND MOBILE DEVICES REPAIR SERVICES"  
 (ID NO RBR 2022/9)

No	Name of the subcontractor (registration No., legal address)	Description of the sub- contracted task	Subcontracted tasks		Size of the enter- prise <sup>17</sup>
			Amount, EUR (without VAT)	% from the proposed contract price	
I	Total amount of the sub- contracted tasks is equal to or exceeds 10% from the proposed contract price				
1					
2					
n+1					
<b>Total:</b>					
II	Total amount of the sub- contracted tasks is smaller than 10% from the proposed contract price				
1					
2					
n+1					
<b>Total:</b>					
<b>Total (I+II)</b>					

[date of signing]

[signature]

[name and position of the representative of the Tenderer]

<sup>17</sup> Please indicate the size of enterprise (small, medium or other) as defined in the Article 2 of Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprise. Available here: [http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.L\\_.2003.124.01.0036.01.ENG&toc=OJ.L:2003:124:TOC](http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.L_.2003.124.01.0036.01.ENG&toc=OJ.L:2003:124:TOC)

## ANNEX NO 9: DRAFT CONTRACT

*Please see separate file “Annex No 9: Draft Agreement”.*