*approved by RB Rail AS Procurement Commission,*

*date of decision: 8 May 2023 (Session minutes No 2)*

REGULATION

for THE Open competition

“ARCHaEOLOGICAL survey IN THE PROTECTION ZONE OF DAUGMALE HILLFORT”

(Identification No RBR 2023/4)



Riga 2023

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Regulation

1. Abbreviations and terms
   1. Common procurement vocabulary (CPV) – a nomenclature approved by the European Union which is applied in public procurement procedures.
   2. Contract (also agreement) - signed agreement between Contracting authority and a Contractor to provide services defined in this agreement.
   3. Contracting authority (also the Contracting entity) - the joint stock company RB Rail AS, registration number 40103845025, legal address: Satekles iela 2B, Riga, LV-1050, Latvia.
   4. Contractor (also Supplier) - service provider awarded the right to enter the Contract in open competition to provide services in accordance with requirements stipulated in Regulation and Contract.
   5. Identification number – designation which includes the abbreviation of the name of the Contracting authority (the first capital letters), the relevant year and the procurement sequence number in ascending order (RBR 2023/4).
   6. Open competition (also Competition) - a procurement procedure “Archaeological survey in the protection zone of Daugmale hillfort” (identification number: RBR 2023/4) in which all interested Suppliers are entitled to submit their Proposals.
   7. Procurement Commission – commission the composition of which has been established by the joint stock company RB Rail AS, order No 1.9-2023-6, dated 31 March 2023, issued by M. Kivila, Chairman of Management Board of joint stock company RB Rail AS.
   8. Proposal (also Tender) - documentation package the Tenderer submits to participate in the Competition.
   9. Regulation – regulation of the open competition “Archaeological survey in the protection zone of Daugmale hillfort” (identification number: RBR 2023/4), as well as all the enclosed annexes.
   10. Subcontractor - a person contracted by the Tenderer or a person contracted by such person, in its turn, who provides services for the performance of the procurement contract.
   11. Supplier – a natural person or a legal person, a group or association of such persons in any combination thereof which offers to provide services accordingly.
   12. Tenderer – a Supplier which has submitted a Proposal for Competition.
2. General information

The identification number of this open competition is No RBR 2023/4.

The applicable CPV code is: 71351914-3 (Archaeological services).

The Contracting entity is joint stock company **RB Rail AS, legal address: Satekles iela 2B, Riga, LV-1050, Latvia** (hereinafter – **Contracting Authority**). **The Contracting Authority conducts this Competition for the benefit of the** **Ministry of Transport of the Republic of Latvia (hereinafter – Ministry).**

The open competition is co-financed by the Contracting Authority and Connecting Europe Facility (CEF).

This Competition is organized in accordance with the Public Procurement Law of the Republic of Latvia in effect on the date of publishing the contract notice and is provided in accordance with order established in Cabinet of Minister Rules No 107 on Conducting procurement procedures and design contests (*Iepirkuma procedūru un metu konkursu norises kārtība*) of 28 February 2017.

This Competition is carried out using E-Tenders system which is subsystem of the Electronic Procurement System (<https://www.eis.gov.lv/EKEIS/Supplier>). Suppliers apply as users for the Electronic Procurement System (if Supplier is not registered in Electronic Procurement System) in State Regional Development Agency (please see information here <https://www.railbaltica.org/procurement/e-procurement-system/>).

The Competition regulation (hereinafter – **Regulation**) and all its annexes are freely available in Contracting Authority’s profile of E-Tenders system (https://www.eis.gov.lv/EKEIS/Supplier/Organizer/3001) and on the webpage of the Contracting Authority (<http://railbaltica.org/tenders/>).

Amendments to the open competition Regulation and answers to the questions received from the Suppliers shall be published in the E-Tenders system (<https://www.eis.gov.lv/EKEIS/Supplier/Procurement/99816>) and on the webpage (<https://railbaltica.org/tenders/>) of the Contracting Authority. It is responsibility of the Supplier to constantly follow the information published on the webpage and E-Tenders system and to take it into consideration in its proposal.

Contact person of the Contracting Authority for this open competition: Senior Procurement Specialist Mr. Jānis Lukševics, telephone: +371 29188156, e-mail address: janis.luksevics@railbaltica.org. All requests for information or additional explanations must be submitted solely through the E-Tenders system. Answers to the questions or explanations from the Contracting Authority are also provided through the E-Tenders system.

The Procurement Commission and the Supplier/ Tenderer exchange information in writing in English or Latvian (accompanied by a translation in English), by sending documents electronically via E-Tenders system.

The Supplier can request additional information regarding the Regulation. Additional information can be requested in writing, by sending it to the Procurement Commission electronically using E-Tenders system. Additional information must be requested in a timely fashion, so that the Procurement Commission can give it a reply no later than 6 (six) days prior to the deadline for proposal submission. The Procurement Commission shall provide additional information within 5 (five) Business days from the day of receipt of the request.

* 1. The Supplier covers all expenses, which are related to the preparation of the Proposal and its submission to the Contracting Authority. Under no circumstances will the Contracting Authority be liable for compensation of any costs and damages related to the preparation and submission of the Proposal (including, inter alia, costs associated with any site visits) or the Supplier’s participation in the procurement exercise.

1. The rights of the Procurement Commission

The Procurement Commission has the right to demand at any stage of the open competition that the Tenderer submits all or part of the documents which certify Tenderer’s compliance to the requirements for the selection of Tenderers. The Procurement Commission does not demand documents or information which is already at its disposal or is available without charge in public data bases.

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.

During proposal assessment, the Procurement Commission has the right to demand that the included information is clarified.

1. The obligations of the Procurement Commission

The Procurement Commission ensures the documentation of the process of the Competition.

The Procurement Commission ensures free and direct electronic access to the open competition procedure documents in Contracting Authority’s profile of the E-Tenders system (<https://www.eis.gov.lv/EKEIS/Supplier/Procurement/99816>) and on the webpage of the Joint-Stock Company RB Rail AS (<http://railbaltica.org/tenders/>).

If an interested Supplier has in a timely fashion in writing by post or electronically, or delivering in person, requested additional information about the requirements included in open competition procedure documents regarding the preparation and submission of the Proposal or regarding the selection of Tenderers, the Procurement Commission provides a response electronically via E-Tenders system within 5 (five) Business days, but not later than 6 (six) days before the deadline for submitting proposals. Simultaneously with sending this information to the supplier who had asked the question, the Contracting Authority publishes this information in Contracting Authority’s profile of E-Tenders system (<https://www.eis.gov.lv/EKEIS/Supplier/Procurement/>99816) and on its webpage [http://railbaltica.org/tenders/](http://railbaltica.org/global-forum-day-1-presentations/), where Competition documents are available, indicating the questions asked.

If the Contracting Authority has amended the open competition procedure documents, it publishes this information in Contracting Authority’s profile of the E-Tenders system (<https://www.eis.gov.lv/EKEIS/Supplier/Procurement/>99816) and on the Contracting Authority's webpage <http://railbaltica.org/tenders/>, where 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.

The exchange and storage of information is carried out in such a way that all data included in the Proposals are protected and the Contracting Authority can check the content of the Proposals only after the expiration of the deadline for their opening. In time between the day of the submission of Proposals till the moment of opening thereof the Contracting Authority does not disclose information regarding the existence of other Proposals. In the time of Proposal assessment till the moment of the announcement of the results the Contracting Authority does not disclose information regarding the assessment process.

The Procurement Commission assesses the Tenderers and their submitted Proposals based on the Public Procurement Law, open competition procedure documents, as well as other corresponding regulatory enactments.

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.

The Procurement Commission prepares a report on the open competition procedure and publishes it in Contracting Authority’s profile of the E-Tenders system (<https://www.eis.gov.lv/EKEIS/Supplier/Procurement/>99816) and on the Contracting Authority's webpage [http://railbaltica.org/tenders/](http://railbaltica.org/tenders/164-2/) within 5 (five) Business days from day when the decision about the results of the open competition is taken.

1. The rights and obligations of the supplier/ Tenderer

**The Supplier has the right to submit documents for Supplier’s registration in Electronic Procurement System (if the Supplier is not registered in Electronic Procurement System) to the State Regional Development Agency (please see information here** [**http://www.railbaltica.org/procurement/e-procurement-system/**](http://www.railbaltica.org/procurement/e-procurement-system/)**).**

The Tenderer can request and within 3 (three) Business days after submitting the request receive a copy of the Proposal opening sheet, which is an Annex to the Proposal opening meeting minutes.

If the Contracting Authority gets the necessary information about the Tenderer directly from a competent institution, through data bases or other sources, the Tenderer in question has the right to submit a statement or a different document regarding the corresponding fact, if the information obtained by the Contracting Authority does not conform to the factual situation.

If a Supplier/ Tenderer believes that its rights have been violated or such violation is possible due to possible violation of the regulatory enactments of the European Union or other regulatory enactments, the Tenderer has the right to submit a complaint to the Procurement Monitoring Bureau according to the procedure stipulated in Article 68 of the Public Procurement Law of the Republic of Latvia, regarding the Tenderer selection requirements, Technical Specifications or other requirements relating to this open competition, or relating to the activities by the Contracting Authority or the Procurement Commission during the open competition procedure.

1. **Subject-matter of the Open Competition**

Subject-matter of the open competition is archaeological survey in the protection zone of Daugmale hillfort (**hereinafter - Services**) according to Technical specification (Annex No 2 to Regulation).

Subject-matter of this open competition is not divided in parts (lots). The Tenderer may submit a Proposal only for the whole subject-matter of the open competition in total. From the Rail Baltica Global Project management and implementation perspective (e.g. resource planning, considering limited in-house human resources, demanding project time schedule, quality and safety assurance, as well as cost and time saving perspective) Contracting authority sees this as the most efficient way to manage the procurement and contract.

* 1. The Services shall be provided in Latvian and English language including all deliverables mentioned in Technical Specification.
  2. The place of delivery of the Services shall be RB Rail AS, Satekles iela 2B, Riga, LV -1050.
  3. Total Contract period: 38 (thirty-eight) weeks after commencement date of the Contract.

Detailed information regarding the subject-matter and deadlines of the services provided in Technical Specification of the Regulation (Annex No 2).

1. Tenderer

The proposal can be submitted by:

A supplier, who is a legal or natural person (hereinafter – Tenderer) and who complies with the selection criteria for the Tenderers;

A group of Suppliers (hereinafter also – Tenderer, partnership) which complies with the selection criteria for Tenderers:

A group of Suppliers who have formed a partnership for this open competition. In this case all the members of the partnership shall be listed in Annex 1 “Application”. If it will be decided to award contracting rights to such partnership, then prior to concluding the Contract the partnership shall at its discretion either enter into a partnership agreement (within the meaning of Latvian Civil Law Sections 2241-2280) and shall submit one copy of this agreement to the Contracting Authority or establish a general or limited partnership (within the meaning of Latvian Commercial Law, Chapter IX and X) and notify the Contracting Authority in writing;

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

* + 1. Referring to Section 15 of the Public Procurement Law of Latvia and taking into account the discretion of the Contracting Authority in the application of Section 15 of the Public Procurement Law and in view of Russia’s actions and Belarus’ support destabilising the situation in Ukraine, participation of any supplier from the Russian Federation and/or the Republic of Belarus is prohibited.

1. Selection criteria for Tenderers
   1. **Exclusion grounds and sanctions** *(will be verified according to procedure described under Section 18 of Regulation)*

The Contracting Authority shall exclude the Tenderer from further participation in the Competition in any of the following circumstances:

| No | Requirement | Documents to be submitted [[1]](#footnote-2) |
| --- | --- | --- |
| Mandatory grounds for exclusion according to Article 42, Paragraph 2 of Public Procurement Law of Latvia: | | |
|  | Within previous 3 (three) years before submission of the Proposal the Tenderer, or a person who is a member of the executive board or supervisory board, a person with representation rights, a proctor of the Tenderer, or a person who is authorised to represent the Tenderer in activities related to a branch has been found guilty of any of the following criminal offences by such prosecutor's penal order or a court judgement that has entered into effect and has become incontestable and unappealable, or a coercive measure has been applied thereto:  a) establishment, leading of a criminal organisation, involvement in such organisation or in an organised group included within such organisation, or in another criminal formation, or participation in criminal offences committed by such organisation;  b) accepting of bribes, giving of bribes, misappropriation of a bribe, intermediation in bribery, unlawful participation in property transactions, unauthorised receipt of benefits, commercial bribery, unlawful requesting, receiving, or giving of benefit, trading with influence;  c) fraud, misappropriation, or money laundering;  d) terrorism, financing of terrorism, establishment or organisation of a terrorist group, travelling for terrorism purposes, justification of terrorism, invitation to terrorism, terrorism threats, or recruitment or training of a person for the committing of acts of terrorism;  e) human trafficking;  f) evasion of tax payments or payments equivalent thereto. | No obligation to submit documents unless specifically requested by the Procurement Commission according to Article 42 of the Public Procurement Law. |
|  | It has been detected that on the last day of the time limit for the submission of tenders, or on the day when the decision is taken to possibly award the procurement contract, the Tenderer has outstanding tax liabilities (including in the field of mandatory State social insurance) in Latvia in accordance with the law On Taxes and Fees or in the country of registration or permanent place of residence thereof in accordance with the legal acts of the relevant foreign country. | No obligation to submit documents unless specifically requested by the Procurement Commission according to Article 42 of the Public Procurement Law. |
|  | The Tenderer is a legal person or association of persons registered offshore or the owner or holder of more than 25 per cent of capital shares (stocks) of the Tenderer registered in Latvia is a legal person or association of persons registered offshore. | No obligation to submit documents unless specifically requested by the Procurement Commission according to Article 42 of the Public Procurement Law. |
|  | Insolvency proceedings have been declared for the Tenderer, the economic activity of the Tenderer has been suspended, the Tenderer is being liquidated. | No obligation to submit documents unless specifically requested by the Procurement Commission according to Article 42 of the Public Procurement Law. |
|  | Within the previous 3 (three) years before submission of the Proposal the Tenderer, by such decision of the competent authority or a court judgement which has entered into effect and has become incontestable and unappealable, has been found guilty of or is liable for the payment of fine in relation to violating the competition law which manifests itself in a horizontal cartel agreement, except for the case where the relevant authority, upon establishing a violation of the competition law, has given immunity from a fine to the Tenderer or has reduced the fine for cooperation under the leniency programme. | No obligation to submit documents unless specifically requested by the Procurement Commission according to Article 42 of the Public Procurement Law. |
|  | Within the previous 3 (three) years before submission of the Proposal the Tenderer, by such a decision of a competent authority, a court judgment or prosecutor's penal order which has entered into effect and has become incontestable and unappealable, has been found guilty of and punished for an infringement which manifests as:  a) employment of one or several persons if they do not have the necessary work permit or they are not entitled to reside in a European Union Member State;  b) employment of a person without concluding a written employment contract, failing to submit, within the time limit specified in the laws and regulations regarding taxes, an informative declaration regarding such person which is to be submitted on persons who commence employment. | No obligation to submit documents unless specifically requested by the Procurement Commission according to Article 42 of the Public Procurement Law. |
|  | The Contracting authority has sufficiently strong indications at its disposal to conclude that within the previous 3 (three) years before submission of the Proposal the Tenderer has entered into an agreement with other economic operators with the aim of hindering, restricting, or distorting competition. | No obligation to submit documents unless specifically requested by the Procurement Commission according to Article 42 of the Public Procurement Law. |
|  | Within the previous 3 (three) years before submission of the Proposal the Tenderer, a participant or member thereof (if the Tenderer is an association of economic operators or a partnership) as a contracting party or member or participant of the contracting party (if the contracting party has been an association of economic operators or a partnership) has failed to execute the procurement contract, framework agreement, partnership procurement contract, or concession contract concluded with the contracting authority, public service provider, public partner, or representative of the public partner and therefore the contracting authority, public service provider, public partner, or representative of the public partner has unilaterally withdrawn from the procurement contract, framework agreement, partnership procurement contract, or concession contract. | No obligation to submit documents unless specifically requested by the Procurement Commission according to Article 42 of the Public Procurement Law. |
|  | A person preparing the procurement procedure documents (an official or employee of the Contracting authority), a member of the Procurement Commission, an Expert, or a Secretary of the Procurement Commission is connected to the Tenderer within the meaning of Section 25, Paragraph one or two of the Public Procurement Law of Latvia or is interested in the selection of one Tenderer and the Contracting authority has no possibility to prevent this situation by less restrictive measures with respect to the Tenderer. | No obligation to submit documents unless specifically requested by the Procurement Commission according to Article 42 of the Public Procurement Law. |
|  | The Tenderer has advantages restricting the competition within the procurement procedure if it or a legal person connected thereto has been involved in preparation of the procurement procedure in accordance with Section 18, Paragraph four of the Public Procurement Law of Latvia and such advantages cannot be prevented by less restrictive measures, moreover, the Tenderer cannot prove that the participation thereof or of the legal person connected thereto in preparation of the procurement procedure does not restrict the competition. | No obligation to submit documents unless specifically requested by the Procurement Commission according to Article 42 of the Public Procurement Law. |
|  | The Tenderer has made an effort to unlawfully influence the decision of the Contracting authority, the Procurement Commission, or member of the Procurement Commission in respect of the procurement procedure or has made an effort to obtain confidential information which would provide it with unjustified advantages within the procurement procedure, or has provided misleading information which could significantly influence the decision on further participation of the Tenderer in the procurement procedure or awarding of the procurement contract. | No obligation to submit documents unless specifically requested by the Procurement Commission according to Article 42 of the Public Procurement Law. |
|  | The Tenderer has provided false information to certify the conformity with the provisions of Article 42 of Public Procurement Law of Latvia or qualification requirements for the Tenderers laid down in accordance with Public Procurement Law of Latvia, or has failed to submit the requested information. | No obligation to submit documents unless specifically requested by the Procurement Commission according to Article 42 of the Public Procurement Law. |
|  | The grounds for the exclusion referred to in Clause 8.1.1. – 8.1.12. shall also apply to any of the following persons:  1) each member of the partnership if the Tenderer is a partnership;  2) each person indicated by the Tenderer on whose capabilities the Tenderer is relying to prove that its qualification conforms to the requirements specified in the procurement procedure documents;  3) each subcontractor indicated by the Tenderer the value of the services to be provided by which amounts to at least 10 000 euros. | No obligation to submit documents (except Annex No 3 “Entities on whose capabilities the tenderer is relying on to certify its compliance with qualification requirements and list of sub-contractors” if applicable), unless specifically requested by the Procurement Commission according to Article 42 of the Public Procurement Law. |
|  | The grounds for the exclusion referred to in Clause 8.1.1., 8.1.2. and 8.1.3. shall also apply to the persons which have a decisive influence in the Tenderer[[2]](#footnote-3) on the basis of participation within the meaning of the laws and regulations regarding groups of companies. | No obligation to submit documents unless specifically requested by the Procurement Commission according to Article 42 of the Public Procurement Law. Information regarding the persons which have a decisive influence in the Tenderer shall be indicated in Annex No 1 (Application form) |
|  | The grounds for the exclusion referred to in Clause 8.1.1., 8.1.2. and 8.1.9. shall also apply to the beneficial owner of the Tenderer. | No obligation to submit documents unless specifically requested by the Procurement Commission according to Article 42 of the Public Procurement Law. Information regarding the beneficial owners of the Tenderer shall be indicated in Annex No 1 (Application form) |
| Sanctions according to Article 111. of the Law on International Sanctions and National Sanctions of the Republic of Latvia and Article 5k, Clause 1 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 | | |
|  | International or national sanctions or substantial sanctions by the European Union (EU) or the North Atlantic Treaty Organization (NATO) Member State affecting the interests of the financial and capital market has been imposed to the:   1. Tenderer or a person who is the Tenderer’s management board or supervisory board member, beneficial owner,**[[3]](#footnote-4)[** person with representation rights or a procura holder, or a person who is authorised to represent the Tenderer in operations in relation to a branch, 2. member of the partnership or a person who is the partnership’s management board or supervisory board member, beneficial owner**[[4]](#footnote-5)[1]**, person with representation rights or a procura holder (if the Tenderer is a partnership), and such sanctions can affect the execution of the Procurement contract. | No obligation to submit documents, unless specifically requested by the Procurement Commission according to the Article 111. of the Law on International Sanctions and National Sanctions of the Republic of Latvia. |
|  | According to Article 5k, Clause 1 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 award the contract to the:   1. Russian national, or a natural or legal person, entity or body established in Russia; 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 point (A) of this Clause; 3. a natural or legal person, entity or body acting on behalf or at the direction of an entity referred to in point (A) or (B) of this Clause, including, where they account for more than 10 % of the contract value in whole supply chain, sub-contractors, suppliers or entities whose capacities are being relied on within the meaning of the public procurement Directives. | No obligation to submit documents, unless specifically requested by the Procurement Commission according to the Article 5k, Clause 1 of Council Regulation (EU) 2022/576 of 8 April 2022 amending Regulation (EU) No 833/2014. |

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

| No | Requirement | Documents to be submitted |
| --- | --- | --- |
|  | The Tenderer or all members of the partnership (if the Tenderer is a partnership) or persons on whose capabilities the Tenderer is relying on and sub-contractors must be registered in the Registry of Enterprises or Registry of Inhabitants, or an equivalent register in their country of residence, if the legislation of the respective country requires registration of natural or legal persons. | * For a Tenderer, each member of the partnership (if the Tenderer is a partnership), a person on whose capabilities the Tenderer is relying on and sub-contractor, which is a legal person registered in Latvia, the Contracting Authority shall verify the information itself in publicly available databases. * For a Tenderer, each member of the partnership (if the Tenderer is a partnership), a person on whose capabilities the Tenderer is relying on and sub-contractor, which is a natural person – a copy of an identification card or passport. * For a Tenderer, each member of a partnership (if the Tenderer is a partnership), a person on whose capabilities the Tenderer is relying and sub-contractor, which is a legal person registered abroad (with its permanent place of residence abroad) – a copy of a valid registration certificate or a similar document issued by a foreign authority in charge of the registration of legal persons in the country of their residence **wherefrom at least the fact of registration, beneficial owners, legal representatives (officials) and procura holders (if any) can be determined**. |

* 1. Economic and financial standing

| No | Requirement | Documents to be submitted |
| --- | --- | --- |
| 8.3.1. | The Tenderer’s or all members of the partnership together (if the Tenderer is a partnership and confirms the average financial turnover jointly), average financial turnover within the last 3 (three) financial years, i.e. 2020, 2021, 2022 is not less than 50 000,00 EUR (fifty thousand *euros,* zero *cents*).  In the event the average financial turnover of a limited liability member of a limited partnership (within the meaning of Latvian Commercial Law, Chapter X) exceeds its investment in the limited partnership, the average financial turnover shall be recognised in the amount of the investment in the limited partnership.  In the case the Tenderer or a member of a partnership (if the Tenderer is a partnership) has operated in the market for less than 3 (three) years, the requirement shall be met during the Tenderer’s actual operation period.  In the case the previous three financial years of particular Tenderer differs from financial years (2020, 2021, 2022) stated in Regulation or the financial report isn’t available, financial turnover shall be indicated for the previous three financial years where audited or approved financial report is available. | * Filled in and signed Annex No 6 by the Tenderer; * Audited or self-approved by the Tenderer (only in case if audited yearly financial report is not required by the law of the country of residence of the supplier) yearly reports for the previous 3 (three) financial years, showing the turnover of the Tenderer and each member of the partnership (only on whose abilities the Tenderer is relying to certify it`s financial and economic performance and who will be financially responsible for the execution of the Tenderer (if the Tenderer is a partnership). * For a limited partnership (within the meaning of Latvian Commercial Law, Chapter X) an additional document evidencing the amount of the investment by the limited liability partner (the partnership agreement or a document with a similarly binding legal effect). * **If Proposal is submitted by a partnership, the Tenderer shall indicate the member of the partnership on whose capabilities the Tenderer is relying on to certify it`s financial and economic performance and who will be financially and economically responsible for fulfilment of the Contract including this information in the agreement of cooperation (or letter of intention to enter into agreement) stipulated in Clause 11.4.3. and in addition, indicate it in the Annex 6.** |
|  |
| 8.3.2. | The Tenderer or each member of the partnership (if the Tenderer is a partnership) on whose financial and economic capabilities the partnership is relying on and who shall be financially and economically responsible for fulfilment of the procurement contract shall have stable financial and economic performance, namely, in the last audited financial year shall have positive equity capital *(Total Assets minus Total Liabilities).* | * Filled in and signed Annex 6 (by the Tenderer and each member of the partnership (only those on whose financial capabilities the Tenderer is relying on to certify it`s financial and economic performance and who will be financially and economically responsible for fulfilment of the Contract). * Audited or self-approved (if the audited annual financial report is not required by the law of the country of residence of the Tenderer) annual financial report for the last financial year where report is available, showing the balance and calculation that proves positive equity. |

* 1. Technical and professional ability

| No | Requirement | Documents to be submitted |
| --- | --- | --- |
| 8.4.1. | The Tenderer within the last 5 (five) years before the date of submission of the tender (2022, 2021, 2020, 2019, 2018 and 2023 till the submission of the tender) has completed at least 2 (two) contracts for archaeological survey/ investigation services in the protection zone of the national cultural/ or archaeological monument[[5]](#footnote-6). | * Filled in and signed Annex 4; * Copies of references from respective clients or similar documents, evidencing the services provided by the Tenderer. |

* 1. Team of Key experts

The Tenderer shall propose key-expert named in the table below. Key-expert shall meet all qualification requirements established in the table below.

|  |  |  |  |
| --- | --- | --- | --- |
| **No** | **Field of expertise / Role** | **Professional experience and qualification / education** | **Documents to be submitted** |
| 8.5.1. | Archaeological investigation manager | a) 1) At least bachelor’s degree (or equivalent[[6]](#footnote-7)) in humanities (history or archaeology or etc.);  b) Excellent (at least C1 Level) verbal, written and presentation Latvian language skills – (based on Common European Framework of Reference for Languages) in communication, presentation, negotiation and report writing, particularly in the specific areas of his expertise.  c) Very good (at least B2 Level) verbal, written and presentation English language skills – (based on Common European Framework of Reference for Languages) in communication, presentation, negotiation and report writing, particularly in the specific areas of his expertise.  d) Within the last 5 (five) years before the date of submission of the tender (2022, 2021, 2020, 2019, 2018 and 2023 till the submission of the tender) has supervised archaeological investigation works within at least 2 (two) separate archaeological investigation projects in protection zone of national archaeological monument in any of the following objects:  a) ancient places (up to and including the 13th century;  b) castles, their places, fortifications (up to and including the 17th century),  c) historical cultural layers of cities (up to and including the 18th century);  d) ancient places of worship, created by transforming the terrain, and for which there are reports of finds or a cultural layer in them (up to the 18th century inclusive). | * - A copy of a diploma proving relevant level of education;   - Filled and signed Annex 5. |

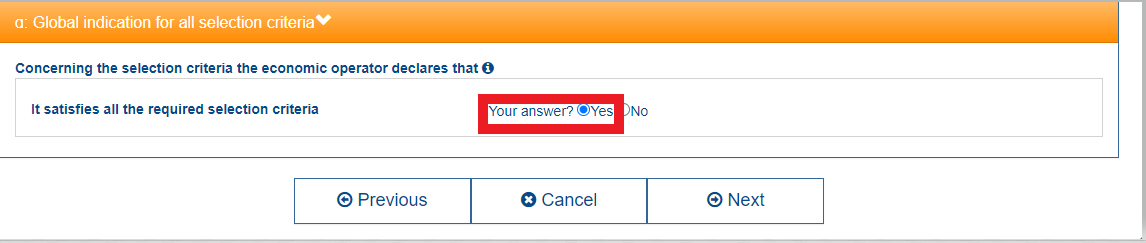
* 1. In order to comply with the selection requirements for the Tenderers relating to the technical and professional ability (including key experts), the Tenderer may rely upon the capabilities of other persons, regardless of the legal nature of their mutual relationship and for the fulfilment of the Contract may involve sub-contractors. In this case:
     1. The Tenderer indicates:
        1. in the Proposal all **persons upon whose capabilities it relies** and **sub-contractors** by filling in the table which is attached as Annex No 3, fills necessary information in E-Tenders system

and

* + - 1. proves 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 passing of resources to the Tenderer between such persons and the Tenderer. The confirmations and agreements on cooperation and passing of resources can be replaced by the Tenderer with any other type of documents with which the Tenderer is able to prove that the necessary resources will be available to the Tenderer and will be used during the term of fulfilment of the Contract.

Documents on cooperation and passing of resources have to 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 the Tenderer will in fact use the resources of such person upon whose capabilities the Tenderer relies.

* 1. The total value of the services to be provided by the subcontractor shall be determined, taking into account the value of the services to be provided by the subcontractor and by all associate undertakings thereof within the scope of the relevant procurement. The associate undertaking shall be considered to be the capital company in which, in accordance with the laws and regulations governing the status of group of companies, the subcontractor has a decisive influence, or which has a decisive influence in the subcontractor, or a capital company in which another company has the decisive influence and which concurrently has a decisive influence in the relevant subcontractor.
  2. The Contracting Authority shall require establishing joint and several liability for the execution of the Contract between the members of a partnership (if the Tenderer is a partnership) on whose financial and economic capabilities the partnership is relying and who will be financially and economically responsible for the fulfilment of the Contract.
  3. The Tenderer, in order 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 for the Tenderer and for each person upon whose capabilities the Tenderer relies, but if the Tenderer is a partnership – for each member thereof. The Tenderer may fill in the European single procurement document at the Internet webpage <http://espd.eis.gov.lv/> (Electronical Procurement System of Latvia).
     1. To certify compliance with all Competition selection criteria (except exclusion grounds mentioned in Section 8.1. of Regulation), the Tenderer can limit itself to filling the following point in the ESPD Section IV “Selection criteria” Part “a:  Global indication for all selection criteria” confirming with “Yes”, without having to fill in Part IV, Sections A, B, C or D.



* 1. Information, provided in the Proposal to prove the compliance with above-mentioned requirements for Technical and professional ability (Section 8.4. of the Regulation), Key-experts (Section 8.5. of the Regulation) and Economic and financial standing (Section 8.3. of the Regulation), shall be clear and understandable without any additional analysis or external proof of the submitted information. The Contracting Authority shall not be obliged to use additional sources of information to decide regarding Tenderer’s compliance with the qualification requirements. The Tenderer shall remain fully responsible for the provision of sufficiently detailed information in the Proposal required to confirm clearly the compliance with qualification requirements set in the Regulation.

1. The rights of the TENDERER
   1. The Supplier can request additional information regarding the Regulation. Additional information can be requested in writing, by sending it to the Procurement Commission electronically using the E-Tenders system. Additional information must be requested in a timely fashion, so that the Procurement Commission can provide a response no later than 6 (six) days prior to the deadline for submitting applications. The Procurement Commission shall provide a response within 5 (five) business days from the day of receipt of the request.
   2. If the Contracting Authority receives 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 the 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.
   3. If a Tenderer believes that its rights have been violated or such violation is possible due to possible violation of the laws of the European Union or other laws, the Tenderer has the right to submit a complaint to the Procurement Monitoring Bureau according to the procedure stipulated in the Public Procurement Law of Latvia regarding the Tenderer’s selection requirements, technical specifications or other requirements relating to this Competition, or relating to the activities of the Contracting Authority or the Procurement Commission during the Competition.
   4. The Supplier covers all expenses, which are related to the preparation of Proposal and its submission to the Contracting Authority. The submitted Proposals are not returned to the Tenderer, unless specifically envisaged in the Regulation.
2. Financial Proposal

The Financial Proposal shall be submitted as part of Annex No 1.

The proposed Contract price shall be determined in *euro* without value added tax (hereinafter – VAT).

The proposed contract price and unit prices have to be calculated and indicated with an accuracy of 2 (two) decimal places after comma. If more than 2 (two) decimal places after comma are indicated, then only the first two decimal places will be taken into account.

The **proposed** contract price shall include all taxes, fees and payments, and all costs related to the fulfilment of the obligations specified in the Contract, except VAT.

The prices are fixed for all the term of the fulfilment of the Contract and are not recalculated, except in cases stipulated in the contract (if any).

Financial proposal consists of: **a) Initial Phase Services** and **b) Second Phase Services**. Services described under Second Phase Services shall be delivered only on demand according to separate order expressed by contracting Authority after completion of Initial Phase Services, if Contracting Authority will demand for these services. More detailed information provided in Draft Contract (Annex No 7).

1. Contents and form of the Proposal

Proposal must be submitted electronically in E-Tenders subsystem of the Electronic Procurement System (<https://www.eis.gov.lv/EKEIS/Procurement/Edit/99816>) in accordance with the following options for the Tenderer:

* + 1. by using the available tools of E-Tender subsystem, filling the attached forms of the E-Tender subsystem for this procurement procedure;
    2. by preparing and filling the necessary electronic documents outside the E-Tenders subsystem and attaching them to the relevant requirements (in this situation, the Tenderer takes responsibility for the correctness and compliance of the forms to requirements of documentation and form samples);
    3. by encrypting electronically prepared proposal outside subsystem of E-Tenders with data protection tools, provided by third parties, and protection with electronic key and password (in this situation, the Tenderer takes responsibility for the correctness and compliance of the forms to the requirements of such documentation and form samples as well as ensuring the capability for the Contracting Authority to open and read the document).

During preparation of the Proposal, the Tenderer shall comply with the following:

* + 1. Documents mentioned in Clause 11.4. of Regulation (Proposal) must be filled in a separate electronic document, in line with the forms attached to the procurement process of the E-Tenders subsystem in a Microsoft Office 2010 (or later) format and attached to the designated part of the procurement procedure;
    2. Upon submission, the Tenderer signs the Proposal with a secure electronic signature and time-seal or with an electronic signature provided by the Electronic Procurement System.

The Proposal (its parts, if signed separately) are signed by an authorised person, including their authorisation document (e.g. power of attorney) *expressis* *verbis* stating the authorisations to sign, submit and otherwise manage the Proposal.

**The following documents shall be included in the Proposal:**

|  |  |  |
| --- | --- | --- |
| **No** | **Document** | **Corresponding section in E-Tenders system (*https://www.eis.gov.lv/EKEIS/Supplier/*) where document shall be uploaded** |
|  | **Filled Application form** in accordance with Annex No 1 | Technical requirements |
|  | **Documents confirming right of signature (representation):**  A document confirming the right of signature (representation) of the representative of the Tenderer or each member of a partnership (if Tenderer is a partnership) who has signed proposal for this Competition and any other document (e.g. partnership agreement, agreement on cooperation, letter of intension etc.) included in the proposal.  A document confirming the right of signature (representation) of the representative of subcontractor and the person on whose capabilities the Tenderer is relying to meet qualification criteria stipulated in Regulation and who has signed any documents (agreement on corporation, letter of intension etc.) included in proposal | Other requirements |
|  | **Documents confirming establishment of partnership (consortium)**  If Proposal is submitted by a partnership, the Proposal shall include an agreement (or letter of intention to enter into agreement or any similar document**)** signed by all members of the partnership on the participation in the Competition, which:   1. lists responsibilities of each and every partnership member and a joint commitment to fulfil the Procurement Contract; 2. authorises one key member to sign the Application and other documents, to receive and issue orders on behalf of the partnership members, and with whom all payments will be made. | Other requirements |
|  | Information and documents (including documents, but not limited to, according to Section 8.2. – 8.5.), confirming compliance of the Tenderer with the selection criteria for the Tenderers or the corresponding ESPD. | Selection requirements |
|  | Information and documents relating to the entities on whose capabilities the Tenderer is relying on and sub-contractors (according to Section 8.6. of Regulation) (If applicable). | Other requirements |

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.

The Tenderer may submit a Proposal only for the whole subject matter of the open competition in total.

The Proposal must be submitted in a written form in accordance with this Regulation, in English or Latvian language. If the application is submitted in Latvian language, then upon a request by the Procurement Commission the Tenderer shall provide a translation in English language within the deadline requested by the Contracting Authority’s Procurement Commission. If the proposal is submitted in English language, upon a request by the Procurement Commission the Tenderer shall provide a translation in Latvian language within the deadline requested by the Contracting Authority’s Procurement Commission.

The proposal may contain original documents or their derivatives (e.g. copies). In the Proposal or in the reply to a request of the Procurement Commission the Tenderer shall submit only such original documents which have legal force. For the document to gain legal force it has to be issued and formatted in accordance with the Law on Legal Force of Documents and Law on Electronic Documents of the Republic of Latvia, but public documents issued abroad shall be formatted and legalised in accordance with the requirements of the Document Legalization Law. When submitting the proposal, the Tenderer has the right to certify the correctness of all submitted documents’ derivatives and translations with one certification.

The Proposal must be signed using an electronic signature according to the requirements indicated in 11.2.2. of this Regulation.

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

Proposals submitted after the expiry of the deadline for the submission of Proposals shall not be reviewed.

1. encryption of the proposal information

The E-Tender system ensures the first level encryption of the information provided in the Proposal documents.

If the Tenderer applied additional encryption to the information in the Proposal (according to Section 11.1.3.), the Tenderer has to provide the Contracting Authority’s Procurement Commission representative listed in Section 2.9. with electronic key with the password to unlock the information not later than the deadline of the proposal submission.

1. Submission of a Proposal

Proposal (documents referred to in the Section 11.4.) shall be submitted electronically using the tools offered by the E-Tenders system available at <https://www.eis.gov.lv/EKEIS/Supplier/ProcurementProposals/99816> by  
**12 June 2023, before 10:00 o'clock (Time Zone EEST (Eastern European Summer Time), Riga (Latvia))).**

The Tenderer may recall or amend its submitted Proposal before the expiry of the deadline for the submission of proposals by using the tools offered by E-Tenders system.

Only Proposals submitted to the E-Tenders system and within the time indicated in Clause 13.1. will be accepted and evaluated for participation in the procurement procedure. Any Proposal submitted outside the E-Tenders system or submitted after the time indicated in Clause 13.1. will be declared as submitted in a non-compliant manner and will not participate in the procurement procedure.

1. Opening of Proposals
   1. The Proposals will be opened in the E-Tenders system by **12 June 2023, at 14:00 o'clock (Time Zone EEST (Eastern European Summer time), Riga (Latvia)))** during the open meeting. It is possible to follow the opening of submitted proposals online in the E-Tenders system.

If such malfunctions of the E-Tenders system are established due to which it has not been possible to submit Proposals for at least two hours within the last 24 (twenty four) hours in total or for 10 (ten) minutes within the last four hours until expiry of the time limit for the submission of the Proposals, the holder of the E-tenders system (State Regional Development agency) shall, after restoration of the operation of the system, postpone the time limit for the submission of proposals by one business day. On the day of restoring the operation of the system, a notice of the malfunctions of the system shall be posted thereon, indicating the procurements and procurement procedures the time limits of which have been postponed. Such postponement of the time limit shall not be considered amendments to the procurement or procurement procedure documents or extension of the time limit for the submission of the tenders and applications within the meaning of Section 35, Paragraph three of the Public Procurement Law of Latvia.

The Proposals are opened by using the tools offered by E-Tenders system, the proposed price and other information that characterizes the Proposal (excluding confidential information) shall be published in E-Tenders system, as well as notice of the presence of documents proving the Security.

The information regarding the Tenderer, the time of Proposal submission, the proposed price and other information that characterizes the Proposal is generated at the opening of the proposals by E-Tenders system and written down in the Proposal opening sheet, which shall be published in E-Tenders system and Contracting authorities web page.

1. Verification of proposal

Procurement Commission verifies whether the submitted Proposals comply with the requirements stipulated in the Regulation (Section 11) and whether all required information and documents are submitted and selects for further evaluation only the compliant Proposals.

1. Verification of Financial Proposals

The Procurement Commission verifies whether Tenderers have completed Annex 1 “Application (Financial proposal)” in accordance with the requirements stipulated in Section 10 of Regulation.

The Procurement Commission verifies whether there are any arithmetical errors, whether an abnormally low Proposal has been received, as well as assesses and compares the contract prices proposed. The Procurement Commission shall act in accordance with Article 53 of Public Procurement Law of Republic of Latvia to verify an abnormally low Proposal.

The Procurement Commission informs the Tenderer whose mathematical errors have been corrected about the correction of mathematical errors and the corrected Financial Proposal.

When evaluating the Financial Proposal, the Procurement Commission takes corrections into account.

The Procurement Commission has the right to demand that the Tenderer explains the calculation upon which the Financial Proposal is based and other related aspects in order to ascertain the objectivity of the Financial Proposal and whether an abnormally low Proposal has been submitted.

The Procurement Commission further evaluates the compliant Proposals which have not been declared as abnormally low Proposals and selects for further evaluation only the compliant Financial Proposals.

1. Contract award criteria
   1. The Proposal selection criterion is the most economically advantageous proposal, considering the sole criterion – lowest contract price.
   2. The Procurement Commission shall sum up the points obtained by each Tenderer and the Contract shall be awarded to the Tenderer whose Proposal receives the highest score.
   3. In case several Tenderers will obtain equal number 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 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.
   4. Evaluation of the Financial Proposal

The Procurement Commission shall award the maximum available points (100 points) for the Financial Proposal with the lowest proposed total contract price for base part and optional part (together).

Other Financial Proposals shall receive score in accordance with the following formula:

The points shall be calculated and indicated with an accuracy of 2 (two) decimal places after comma. If more than 2 (two) decimal places after comma will be indicated, then only the first two decimal places will be considered.

1. Tenderer check prior to making the decision regarding the conclusion of the contract

Prior to making the decision about assigning rights to conclude the Contract, the Procurement Commission verifies whether the mandatory exclusion grounds referred to Section 42, Paragraph 2 *(except sub-point 8 and 9)* of the Public Procurement Law (Clause 8.1.1. – 8.1.12 of Regulation) and sanctions according to Section 11.1 of the Law On International Sanctions and National Sanctions of the Republic of Latvia (Clause 8.1.16. of Regulation) and Article 5k, Clause 1 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 are applicable to the Tenderer and related entities and persons according to aforementioned laws.

* 1. The Procurement Commission shall exclude the Tenderer from participation in the procurement procedure for the reasons referred to in Clause 8.1.1. – 8.1.6. of Regulation on the basis of the information obtained by it in accordance with the following procedures:

1) in connection with a person registered or permanently residing in Latvia, and also with the reasons for exclusion referred to in Clauses 8.1.1, 8.1.2., 8.1.5. and 8.1.6. of Regulation in respect of a person registered or permanently residing abroad, shall use the information system determined by the Cabinet of Ministers of Latvia in conformity with the following procedures and without requesting consent of the relevant persons:

a) the Procurement Commission, and also the Supplier shall obtain information regarding themselves from the Information Centre of the Ministry of the Interior (Punishment Register) in respect of the reason for exclusion referred to in Clauses 8.1.1., 8.1.5., and 8.1.6. of Regulation;

b) the Procurement Commission shall obtain information from the Enterprise Register regarding the person referred to in Clause 8.1.1. of Regulation (a member of the executive board or supervisory board, a person with representation rights, a proctor, or a person who is authorised to represent the Tenderer in activities related to a branch) and regarding the person referred to in Clause 8.1.15 of Regulation;

c) the Procurement Commission, and also the Supplier shall obtain information regarding themselves from the State Revenue Service of Latvia and municipalities of Latvia in respect of the reason for exclusion referred to in Clause 8.1.2. of Regulation. The Procurement Commission shall take into account information posted in the information system determined by the Cabinet of the Ministers of Latvia on the date of the last update of data in the public tax debtors' database and the Administration System of Real Estate Tax of the State Revenue Service of Latvia. If the Procurement Commission concludes that in the information system determined by the Cabinet of Ministers of Latvia, according to the information posted on the date of the last update of data in the public tax debtors' database and the Administration System of Real Estate Tax of the State Revenue Service of Latvia, the Tenderer, or the person referred to in Clause 8.1.13. – 8.1.15. of Regulation has outstanding tax liabilities on the last day of the time limit for the submission of tenders or on the day when the decision is taken to possibly award the procurement contract, the Procurement Commission shall set the time limit - three working days after the day of sending an information request - for the submission of the evidence referred to in Clause 18.4. that the Tenderer, or the person referred to in Clause 8.1.13. – 8.1.15. of Regulation did not have any outstanding tax liabilities on the relevant day;

d) the Procurement Commission, and also the Supplier shall obtain information regarding themselves from the Enterprise Register in respect of the reason for exclusion referred to in Clauses 8.1.3. and 8.1.4. of Regulation. If the data in respect of the reason for exclusion referred to in Clause 8.1.3. of Regulation are not available in the information system determined by the Cabinet of Ministers of Latvia, the Procurement Commission shall request a confirmation that this reason for exclusion does not apply to the Tenderer, or the person referred to in Clauses 8.1.13. – 8.1.15. of Regulation, setting the time limit for the submission of confirmation - at least 10 days after the day of sending an information request;

e) the Procurement Commission shall obtain information from the Tenderer regarding the person registered or permanently residing abroad, and also the persons referred to in Clause 8.1.14. of Regulation;

2) in order to confirm that the reasons for exclusion referred to in Clauses 8.1.1. – 8.1.12. do not apply to a person registered or permanently residing abroad, including a member of the executive board or supervisory board, a person with representation rights, a proctor of the Tenderer registered in Latvia or the person referred to in Clause 8.1.13. – 8.1.15. of Regulation, or to a person who is authorised to represent the Tenderer in activities related to a branch and who permanently resides abroad, the Tender shall submit the following upon request of the Procurement Commission within the time limit specified by the Procurement Commission which may not be less than 10 business days after the day of sending the request:

a) in relation to the reasons for exclusion referred to in Clauses 8.1.1., 8.1.2., 8.1.4., 8.1.5., and 8.1.6. of this Section - a statement/ certificate or another document of the relevant foreign competent authority confirming the absence of the reason for exclusion. The relevant statement of the foreign competent authority can be replaced by an explanation if, in accordance with the legal acts of the country of registration of the Tenderer, or of the person referred to in Clause 8.1.13. – 8.1.15., a member of the executive board or supervisory board, a person with representation rights, a proctor, or a person who is authorised to represent the Tenderer in activities related to a branch may not be a person to which the reasons for exclusion referred to in Clause 8.1.1. of Regulation are applicable;

b) in relation to the reason for exclusion referred to in Clause 8.1.3. of this Section - a confirmation/ self-statement that the reason for exclusion does not apply to the Tenderer, or the person referred to in Clause 8.1.13. – 8.1.15 of Regulation. The confirmation/ self-statement shall be accompanied by a document confirming the country of registration of each person;

c) if the statements or other documents of the competent authority referred to in Sub-clause "a" of this Clause are not issued in a relevant foreign country or they are not sufficient to confirm that the reasons for exclusion referred to in Clauses 8.1.1. – 8.1.12. of Regulation are not applicable to the Tenderer, or the person referred to in Clause 8.1.13. – 8.1.15. of Regulation, such statements or other documents can be replaced by an oath or, if the legal acts of the relevant country do not provide for taking the oath, in respect of the reason for exclusion referred to in Clause 8.1.1., 8.1.2., or 8.1.4. of Regulation - by the confirmation/ self-statement of the Tenderer, or another person referred to in Clauses 8.1.1. – 8.1.15. of Regulation to a competent executive or judicial authority, a sworn notary, or a competent organisation of the relevant sector in the country of registration or permanent place of residence thereof, but in respect of the reason for exclusion referred to in Clause 8.1.5. or 8.1.6. of Regulation - by the confirmation of the Tenderer, or the person referred to in Clause 8.1.13. – 8.1.15. to the Procurement Commission.

* 1. The evidence referred to in Clause 18.13., Paragraph 1, Sub-clause "c" which can confirm that the Tenderer, or the person referred to in Clause 8.1.13. – 8.1.15 has not had any outstanding tax liabilities on the relevant day shall be as follows:

1) a statement from the Electronic Declaration System of the State Revenue Service of Latvia;

2) a statement issued by a municipality that the relevant person did not have debts of the real estate tax;

3) any other objective evidence regarding non-existence of tax debts or tax liabilities.

* 1. The contracting authority may exclude the Tenderer due to the reason for exclusion referred to in Clause 8.1.7. of Regulation in any of the following cases:

1) there is information regarding the decision of the competent authority in the field of competition by which the Tenderer has been found guilty of violating the competition law which manifests itself in a horizontal cartel agreement, except for the case where the relevant authority, upon establishing a violation of the competition law, has given immunity from a fine to the Tenderer or has reduced the fine for cooperation under the leniency programme;

2) upon evaluating the proposal, or other available information, indications have been established possibly attesting to the existence of an agreement aimed at hindering, restricting, or distorting competition in the specific procurement procedure or an opinion of the Competition Council has been received that the indications detected by the Procurement Commission can attest to the existence of a relevant agreement. The Competition Council of Latvia shall provide its opinion within 10 working days from the day of receiving a relevant request of the contracting authority.

* 1. The Procurement Commission may exclude the tenderer due to the reason for exclusion referred to in Paragraph two, Clauses 8, 9, and 10 of this Section if it has sufficient and objective information at its disposal which can prove that the relevant reason for exclusion exists. A Tenderer registered in Latvia may be excluded due to the reasons referred to in Paragraph two, Clauses 8 and 9 of this Section if the contracting authority has a decision of the competent authority at its disposal by which the relevant violation has been established. If, in evaluating the information at its disposal, the contracting authority has a reasonable doubt as to the sufficiency of the evidence or the violations committed by the particular person are minor, the contracting authority shall not exclude the Tenderer from further participation in the procurement procedure.
  2. The Procurement Commission shall exclude a Tenderer from participation in the procurement procedure if detects the reasons for exclusion referred to in Clause 8.1.9. – 8.1.12. of Regulation.
  3. If the Tenderer fails to submit required evidence about itself within the set deadline, the Procurement Commission excludes the Tenderer from participation in the open competition.
  4. If the Procurement Commission detects that the Tenderer should be excluded from participation in the procurement procedure on the basis of the reasons for exclusion referred to in Clauses 8.1.1. and 8.1.3. – 8.1.12. of Regulation, including in relation to the persons referred to in Clauses 8.1.13. - 8.1.15. of Regulation, the Procurement Commission grants the Tenderer the right, within the time limit which is at least 10 days after the day of sending an information request, to provide an explanation and evidence which confirm reliability of the Tenderer in accordance with the provisions of t Section 43 of the Public Procurement Law of Latvia.
  5. In order to confirm reliability, the Tenderer shall provide an explanation and evidence for the compensation of the damage caused or an agreement concluded on the compensation of the damage caused, cooperation with the investigating institutions and the technical, organisational, or personnel measures taken in order to prove its reliability and to prevent repetition of the same and similar events in the future.
  6. The Procurement Commission shall evaluate the information provided in the explanation, the measures taken by Tenderer, or a member of partnership (if the Tenderer is a partnership), and the evidence thereof, taking into account the severity of the violation and specific circumstances. The Procurement Commission may request opinions from the competent authorities in the field of the relevant violation on the fact whether the measures taken by the Tenderer are sufficient to restore reliability and to prevent the same and similar events in the future. The opinion shall not be requested if the opinion of the competent authority in the field of the relevant violation is available to the Procurement Commission in respect of the sufficiency of the measures taken by the Tenderer to restore reliability and to prevent the same and similar events in the future or if the Tenderer has submitted such opinion.
  7. If the Procurement Commission considers the information provided in the explanation and the measures taken to be sufficient to restore reliability and to prevent the same and similar events in the future, it shall take the decision that the relevant Tenderer has ensured reliability and should not be excluded from participation in the procurement procedure in accordance with Section 42, Paragraph four, Clause 1 of the Public Procurement Law of Latvia.
  8. If the Tenderer should be excluded from participation in the procurement procedure because the reasons for exclusion referred to in clauses 8.1.1. – 8.1.12. of regulation apply to the person referred to in Clause 8.1.13, sub-point 2) and 3) of Regulation, reliability shall be ensured by the Tenderer replacing the person referred to in Clause 8.1.13, sub-point 2) and 3) of Regulation with a person who corresponds to the requirements laid down in the contract or procurement procedure documents and to whom the reasons for exclusion specified in Clauses 8.1.1. – 8.1.12. of Regulation are not applicable.
  9. If the Tenderer fails to submit the documents referred to in Clause 18.6. of Regulation within 10 business days after the day of sending a request or the Procurement Commission does not consider the explanation and evidence provided to be sufficient to restore reliability and to prevent the same and similar events in the future, or the Tenderer does not replace the persons referred to in Clause 8.1.13, sub-point 2) and 3) of Regulation in accordance with clause 18.9. of Regulation, the Procurement commission takes the decision to exclude the Tenderer from further participation in the procurement procedure.
  10. The possibility provided for in Section 43 of the Public Procurement Law to ensure restoration of responsibility in accordance with Clauses 18.6. and 18.7. of Regulation shall not be applicable to a person in respect of whom a final and unappealable judgement has entered into effect in his or her country of registration or permanent place of residence by which the person is excluded from participation in the procurement procedures and the time limit specified in the relevant judgement until which the person should be excluded from participation in the procurement procedures has not expired.
  11. The Procurement Commission is entitled to send information on Tenderer to whom the rights to enter the Framework agreement shall be awarded (and each member of a partnership, if the Tenderer is a partnership) to the Latvian State Security Service according to the Cabinet Regulations of Latvia No 508 “Procedures for the planning and implementation of identification, security measures and operational continuity of critical infrastructure, including European critical infrastructure” and any other state institution of Latvia/ Lithuania/ Estonia for inspection if required by applicable Law, before awarding the contract rights. In the event of a negative conclusion of the Tenderer by the Latvian State Security Service or any other state institution of Latvia, Lithuania and Estonia, the Procurement Commission will exclude it from the Competition and choose the next economically most advantageous Bid in the list and will set Tenderer to whom the rights to enter the Framework agreement shall be awarded.
  12. If the Tenderer has failed to submit some of the documents which shall be submitted according to the Regulation (including evidence required by the Contracting authority in order to verify non-existence of exclusion grounds) or the contents of the submitted documents do not comply with the Regulation, the Procurement Commission decides to exclude the Tenderer from further participation in the Competition.
  13. Notices and other documents which are issued by Latvian competent institutions in cases referred to check of non-existence of exclusion grounds, are accepted and recognised by the Procurement Commission, if they are issued no earlier than 1 (one) month prior to submission thereof or if the notice contains a shorter validity term. Notices and other documents, which are issued by foreign competent institutions in cases referred to check of non-existence of exclusion grounds, are accepted and recognized by the Procurement Commission, if they are issued no earlier than 6 (six) months prior to submission thereof or if the notice contains a shorter validity term. The Tenderer must verify the latter. This rule does not apply to expert’s diploma providing relevant level of education, fact of registration supporting documents, copies of ID cards, passports, marriage certificates or documents certifying economic standing of the Tenderer.
  14. If the documents, with which the Tenderer registered or permanently residing abroad (outside Latvia) can certify its compliance with the requirements of Section 8.1. (Exclusion grounds and sanctions), are not issued or these documents are insufficient, such documents can be replaced with an oath or, if the regulatory enactments of the country in question do not allow for an oath, - with a certification by the Tenderer or by another person mentioned in Section 8.1. before a competent executive governmental or judicial institution, a sworn notary or a competent organisation of a corresponding industry in their country of registration (permanent residence).

1. Decision making, Announcement of results and entering into a Contract
   1. The Procurement Commission selects the Tenderers in accordance with the set selection criteria for Tenderers, verifies the compliance of the Proposals with the requirements stipulated in the Regulation and chooses the Proposal in accordance with the contract award criteria as described in Section 17. The Tenderer whose Proposal will receive the best score shall be selected.
   2. Within 3 (three) Business days from the date of decision about the open competition results the Procurement Commission informs all the Tenderers about the decision made by sending the information by post or electronically and keeping the evidence of the date and mode of sending the information. The Procurement Commission announces the name of the chosen Tenderer, indicating:

to the refused Tenderer the reasons for refusing its Proposal;

to the Tenderer who has submitted an eligible Proposal, the characterization of the chosen proposal and the relative advantages;

the deadline by which the Tenderer may submit a complaint to the Procurement Monitoring Bureau regarding violations of the public procurement procedure.

* 1. If the public procurement procedure is terminated, the Procurement Commission within 3 (three) Business days simultaneously informs all Tenderers about all the reasons because of which the open competition procedure is terminated and informs about the deadline within which a Tenderer may submit an application regarding the violations of the public procurement procedure to the Procurement Monitoring Bureau.
  2. The Procurement Commission, when informing of the results, has the right not to disclose specific information, if it may infringe upon public interests or if the Tenderer’s legal commercial interests or the conditions of competition would be violated.
  3. As soon as possible, but not later than within 5 (five) business days from day when the decision about the results of the open competition is taken, the Procurement Commission prepares a report on the open competition procedure and publishes it in Contracting Authority’s profile of E-Tenders system (<https://www.eis.gov.lv/EKEIS/Supplier/Procurement/>99816) and on Contracting Authority’s webpage <http://www.railbaltica.org/tenders/>.

**The selected Tenderer upon receiving the notification from Procurement Commission must:**

within 5 (five) Business days submit cooperation or partnership agreement if required pursuant to requirements under Section 7.1.2.1;

within 10 (ten) days from receiving the invitation, to sign the Contract.

The Contract is concluded on the basis of the Tenderer's Proposal and in accordance with Annex 7.

**The Procurement Commission has the right to choose the next most economically advantageous Proposal, if the Tenderer in the time stipulated by the Regulation:**

refuses to conclude a partnership contract in the cases and deadlines defined by the Regulation, or in the cases and deadlines defined by the Regulation does not submit a copy of the partnership contractor does not inform of the founding of a partnership company;

refuses to conclude the Contract or does not submit a signed Contract within the deadlines defined in the Regulation.

In such a case the Procurement Commission is entitled to terminate this open competition without selecting any Proposal, or to select the Proposal with the next best score. For either of these decisions a written decision must be made.

Prior to making the decision regarding the conclusion of the contract with the next Tenderer, the Procurement Commission assesses whether the next Tenderer is one market participant together with the initially selected Tenderer. If the next selected Tenderer is found to be one market participant together with the initially selected Tenderer, the Procurement Commission makes a decision to terminate the open competition without selecting any Proposal. If the next chosen Tenderer also refuses to conclude the contract or does not submit a signed public procurement contract within the deadline set by the Procurement Commission, the Procurement Commission makes the decision to terminate the open competition without selecting any Proposal.

1. Annexes:
2. Application (incl. Financial proposal) form;
3. Technical specification;
4. Table “Entities on whose capabilities the Tenderer is relying to certify its compliance with qualification requirements and sub-contractors”;
5. Table “Experience of the Tenderer”;
6. Table “Experience of Key-Expert”;
7. Table “Confirmation of the Tenderers financial standing”;
8. Draft Contract.

Chairman of the Procurement Commission J. Lukševics

***Annex No 1 to open competition***

“***Archaeological survey in the protection***

***zone of Daugmale hillfort” regulation,***

***ID No RBR 2023/4***

Annex No 1: Application

[form of the Tenderer's company]

2023.\_\_\_.\_\_\_\_\_\_\_

APPLICATION FOR PARTICIPATION IN THE OPEN COMPETITION  
“Archaeological survey in the protection zone of Daugmale hillfort”, No RBR 2023/4

|  |  |
| --- | --- |
|  | |
| Name of the Tenderer or members of the partnership | |
|  | |
| Registration number and place (country) of the Tenderer or members of the partnership | |
|  | |
| VAT payer registration number in the country of residence | |
| Tax payer’s registration number in Latvia (applicable only to the Tenderer which is not registered in Commercial Register of Latvia, but which is performing business activities in Latvia under tax payer’s registration number assigned by Sate Revenue Service of Latvia) | |
|  | |
| Legal address | |
|  | |
| Actual address | |
|  | |
| Bank | |
|  | |
| Bank account (IBAN) | |
|  | |
| Bank code (SWIFT) | |
|  |  |
| telephone number | e-mail |
|  | |
| Contact person of the Tenderer: name, surname, position | |

1. Confirms participation in the open competition **“Archaeological survey in the protection zone of Daugmale hillfort”, id. No RBR 2023/4.**
2. **Proposes archaeological survey in the protection zone of Daugmale hillfort in accordance with the Technical Specification, this Proposal and Draft Contract for the following Total Contract price:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**EUR (excluding VAT)**\* **which consists of:**

1. **Initial Phase Services according to Technical specification:**

|  |  |  |
| --- | --- | --- |
| **No** | **Description of services and milestone** | **Total price for services, EUR without VAT** |
| 1. | Initial Phase services according to Technical specification (Section 2.1.4. of Annex 2) including delivery of Inception Report | \_\_\_\_\_\_\_\_\_\_\_ |

1. **Second Phase Services according to Technical specification:**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No** | **Type of investigation** | **Investigation unit** | **Price for 1 investigation unit, EUR without VAT\*\*\*** | **Number of investigations\*\*** | **Total value, EUR without VAT** |
| *a* | *b* | *c=a \* b* |
| 1. | Probing | 1 probing point (PP)\*\*\*\* | \_\_\_ | 800 | \_\_\_\_ |
| 2. | Trial trenches (TT) | 1 TT\*\*\*\* | \_\_\_ | 20 | \_\_\_\_ |
| **Total value for Second phase services, EUR without VAT:** | | | | | **\_\_\_\_** |

\**Financial proposal includes all costs, related to provision of services according to Technical specification.*

\*\* Exact volume of required investigations will be set by Contracting authority after completion of Initial stage services. Contracting authority is not obliged to order Second Phase Services for the total volume.

\*\*\* Unit prices for Second Phase Services include also costs for Interim Report, Final Report, and any other related services for successful completion of archaeological identification studies according to Technical specification regardless of total volume of Second stage Services demanded by Contracting authority.

*\*\*\*\* Dimensions and methodology of PP/ TT according to instructions provided by* *National Heritage Board of Latvia.*

1. (*Only if applicable and the Tenderer would like to declare information at its own discretion*): Informs that the following persons comply with the following exclusion grounds (information may be provided :

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

1. Confirms that the Regulation is clear and understandable, that it does not have any objections and complaints and that in the case of granting the right to enter into a Contract it shall fulfil all conditions of the Regulation as well as enter into a procurement Contract in accordance with the draft Contract enclosed with the Regulation.
2. Guarantees that all information and documents provided are true.
3. We meet the criteria of (*please mark*):

 a small  medium  other

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

1. Information on persons which have a decisive influence[[9]](#footnote-10) in the Tenderer on the basis of participation within the meaning of the laws and regulations regarding groups of companies *(if applicable)*:

|  |  |
| --- | --- |
| **No** | **Name of the person and other related information which identifies person** |
| 1. |  |
| ….. |  |

1. Information on beneficial owners[[10]](#footnote-11) of the Tenderer:

|  |  |
| --- | --- |
| **No** | **Name of the beneficial owner and other related information which identifies person** |
| 1. |  |
| ….. |  |

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

***Annex No 2 to open competition***

“***Archaeological survey in the protection***

***zone of Daugmale hillfort” regulation,***

***ID No RBR 2023/4***

Annex No 2: technical specification *(date of preparation: 8 MArch 2023)*

for Open competition

**“Archeological survey in the protection zone of Daugmale hillfort”**



Riga, 2023

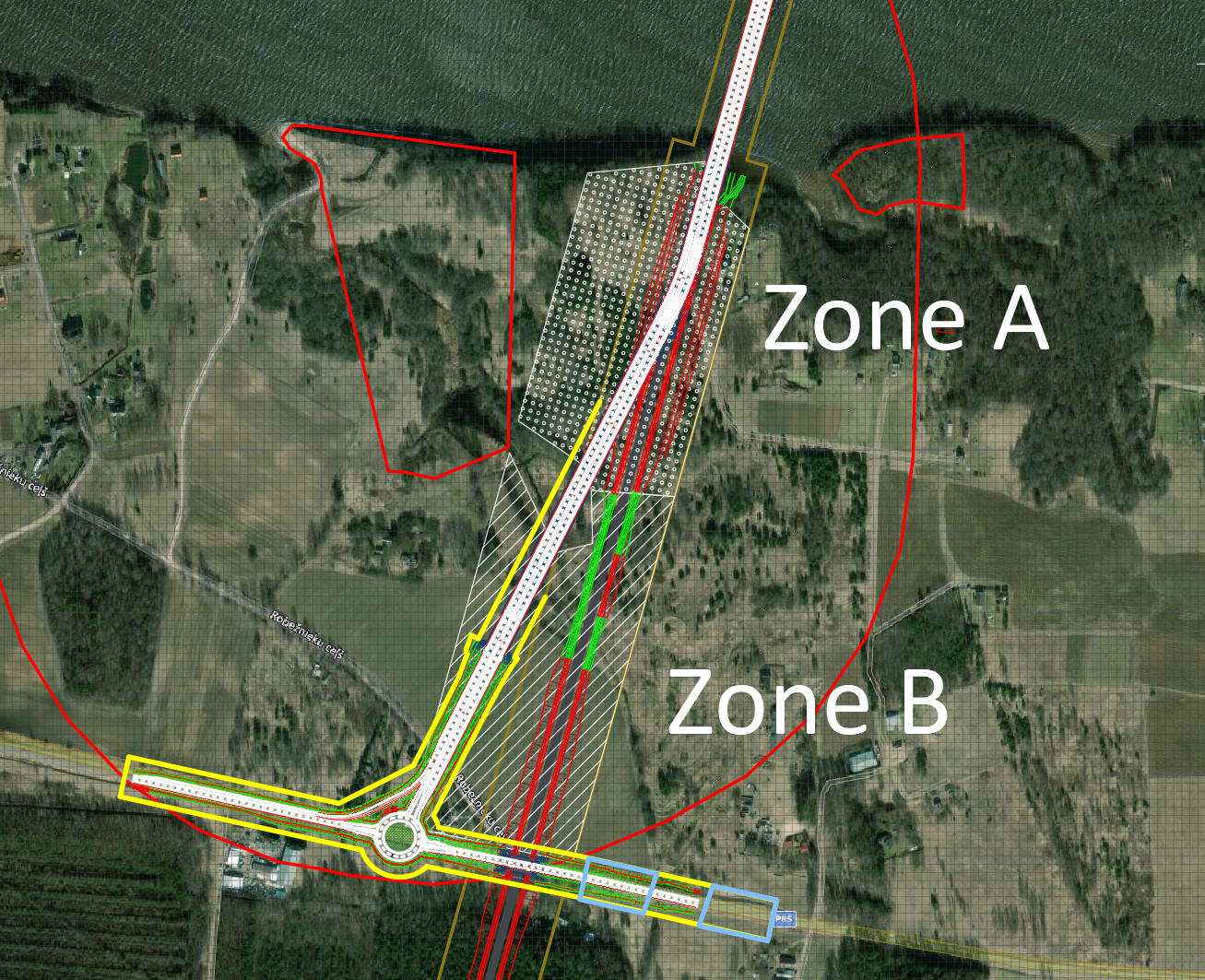
1. General information and Scope of services

The Contracting authority RB Rail AS (RBR or the Principal) was established by the Republics of Estonia, Latvia and Lithuania, via state-owned holding companies, to coordinate the development and Construction of the fast-conventional standard gauge railway line on the North Sea – Baltic TEN-T Core Network Corridor (Rail Baltica II) linking three Baltic states with Poland and the rest of the EU.

During the Value engineering stage of the design of Rail Baltica railway line, Ministry of Transport decided to implement the combined rail-road bridge over the Daugava near Salaspils. Chosen Rail Baltica and highway A4 (A4 autoceļš Rīgas apvedceļš (Baltezers—Saulkalne)) alignment is located at distance less than 500 m and is inside the protection zone of Daugmale hillfort with an ancient town and an ancient burial field (Daugmales pilskalns ar senpilsētu un senkapi).

The planned section of the railway line "Rail Baltica" from the combined rail-road bridge over the Daugava to the regional road P85 (P85 autoceļš Rīgas HES—Jaunjelgava) and the road junction between the main national highway A4 (A4 autoceļš Rīgas apvedceļš (Baltezers—Saulkalne)) and the national regional highway P85 (P85 autoceļš Rīgas HES—Jaunjelgava) and related infrastructure facilities are planned to be built in the protection zone of Daugamale hillfort, an archaeological monument of national importance, with an ancient city and an ancient burial field (state protection No. 2090). The protected values of the Daugmale hillfort with the ancient town and ancient burial field are: their external appearance in the landscape, archaeological context, intangible evidence, fortification (defense) system, relief, cultural layer, burial structure, inventory and archaeological antiquities.

Daugmale hillfort with an ancient town and an ancient burial field are located in Ķekavas district, Daugmales parish near Tīči and Pukstiņi on the left bank of the Daugava. Hillfort is included in the composition of Cadaster numbers: 80560010075, 80560010196, 80560010225, 80560010255, 8056001056 (see also in Image 1).



*Image No.1.’’Location of Daugmale hillfort with an ancient town and an ancient burial field, state* protection No. 2090’’

Considering that Daugmale hillfort is one of the most important hillforts in Latvia (it played an outstanding role both in the prehistory of Latvia as an important trade center on the Daugava waterway and in the 20th century as a site of archaeological research expeditions, separate archaeological survey needs to be carried out according to Technical Conditons from the National Heritage Board of Latvia (NHB of Latvia; Nacionālā kultūras mantojuma pārvalde), included as Annex D of Contract. The indicative area of planned archeological survey is indicated in green dashed pattern (see in Image No 1), **approximate area 16.83 ha (168333 m2).** Impacted landplots - 80560010211, 80560010084, 80560010319, 80560010224, 80560010255, 80560010078, 80560010196, 80560010301, 80560010106, 80560010304 (contacts to be provided by the Principal after the Contractor’s request).

1. General task and description
   1. **General tasks of the Contractor:**
      1. The Contractor needs to carry out archaeological survey in the protection zone of Daugmale hillfort with an ancient town and an ancient burial field, state protection No. 2090’’ (Image No.1).
      2. Coordinate archaeological survey with the NHB of Latvia and obtain all permits for conducting these works. In order to obtain the identification permit, a detailed survey plan (description, cartographical material etc.) has to be submitted to the NHB of Latvia. Survey program shall be inline with the Technical Conditions to the NHB of Latvia. Before commencement of any field works the Contractor shall get approval from landowners impacted my planned archaeological identification works.
      3. Archaeological survey is planned in the area indicated in the Image No.1. The main aim of the survey work is to clarify if there is a presence of archaeological remains in the zone affected by the planned construction works. According to the Technical Conditions from the NHB of Latvia, all the aforementioned area has to be investigated, but due to different archaeological potential, two survey zones have been distinguished:

* Zone A, located closer to the hillfort and Daugava river, is to be intensely surveyed by fieldwalking, metal detector survey, probing with hand-operated geological probe in a grid of 10x10 m and excavating trial trenches (size 1x2 m; 1-3 trenches, but not more than 4 for potentially archeologically significant points) if probing and field walking would point to possible archaeological sites and/or objects. The aim of excavating trial trenches is to establish the extent of the possible archaeological site and acquire information that can be used for planning excavations in a later stage of the project development.

|  |  |
| --- | --- |
| Type of investigation | Planned amount |
| Probing point | 800 |
| Trial trenches | 20 |

* Zone B, located further away from the hillfort, is to be surveyed by fieldwalking and metal detector survey, but probing with hand-operated geological probe and/or excavating trial trenches should only be carried out if deemed necessary by the archaeologist from visually inspecting the specific place of interest. No more than 10 geological probes should be done in a place of interest and/or no more than 1-3 trial trenches (size 1x2 m). Before commencement of investigations the amount shall be agreed with Principal. Planned amount of investigations works:
  + 1. Archaeological investigations shall be done in two phases from contract perspective:
       1. Initial Phase Services. The phase includes - archaeological survey, including - desk study, obtain of all permits for conducting archaeological survey works, program development (methodology and in line with the Technical Conditions to the NHB of Latvia), program coordination with Principal, program coordination and approval by NCHB, fieldwalking, metal detector survey of zone A and B, Inception Report and other needed actions for successful completion if identification studies)
       2. Second Phase Services. The phase includes investigations to be performed in zone A and zone B (to be agreed with Principal during Initial Phase Services.
    2. Entry and parking in the territory of the archaeological monument must be coordinated by the Contractor with the Principal and owners of the respective properties. During the performance of the service, the bearing capacity of the access roads and the territory must be observed and maintained in original condition.
    3. Archaeological survey works should be planned according to season/ weather conditions.
    4. Make all necessary recordings in the excavation and probing areas - description and photo recording of ongoing works and discoveries; layer and profile fixation - description, drawing and photo fixation, incl. fixation of exposed objects and structures; fixation of findings (antiques, etc.);
    5. During archaeological survey, to record all discoveries and finds, as well as topographical surveying of excavation areas within the LKS-92 coordinate system, and report that in the Final deliverable No. 3.
    6. The Contractor must obtain permissions from the owners of the properties and clean the areas from trees and bushes, if necessary, in order to carry out the necessary work.
    7. The Contractor must use such methods and tools that provide full archaeological surveying of the territory specified in the Agreement and recognition of archaeological remains from all ages and types of sites.
  1. **The services and works shall be carried out according to:**
     1. Ministru kabineta 2021.gada 26.oktobra noteikumi Nr. 720 “Kultūras pieminekļu uzskaites, aizsardzības, izmantošanas un restaurācijas noteikumi. Available here: [*https://likumi.lv/ta/id/327240-kulturas-piemineklu-uzskaites-aizsardzibas-izmantosanas-un-restauracijas-noteikumi*](https://likumi.lv/ta/id/327240-kulturas-piemineklu-uzskaites-aizsardzibas-izmantosanas-un-restauracijas-noteikumi);
     2. Latvijas Republikas 1992.gada 12.februāra likums ‘’Par kultūras pieminekļu aizsardzību’’. Available here: <https://likumi.lv/ta/id/72551-par-kulturas-piemineklu-aizsardzibu> ;
     3. Eiropas Padomes 1992.gada 16.janvāra līgums ‘’Eiropas Konvencija arheoloģiskā mantojuma aizsardzībai’’. Available here: [*https://likumi.lv/ta/lv/starptautiskie-ligumi/id/1305*](https://likumi.lv/ta/lv/starptautiskie-ligumi/id/1305);
     4. Technical Conditions from the National Heritage Board of Latvia - before commencement of archaeological identification, a identification Programme must be submitted to and approved by the Heritage Board.

1. Language

All deliverables and related documentation (work program, reports, presentations, etc.) under the agreement must be created in Latvian. Approved versions of Final Report shall be translated to English.

1. Deliverables and milestones
   1. Deliverables

The Contractor shall prepare Reports in written and submit to the Principal files in .doc, .pdf and .shp formats (other if needed). The Services shall result in the provision of the following deliverables:

* + 1. **Inception report (to be provided in the Initial Phase Services)**

Contains: time schedule of the planned works for surveying of archaeological values within planned area (refer to Image No 1), list with certified experts according to Country legislation, references to laws and regulations that will be followed during the identification etc. Survey programme must be approved by the NHB of Latvia and submitted to RBR together with Inception Report deliverable. When coordinating the Survey programme with the NHB of Latvia, the archaeologist must also provide information on landowner's agreement to commence archeological survey works (Please see cadastral numbers in Section No.1 of this Technical specification).

* + 1. **Interim report on Progress (to be provided in the Second Phase Services)**

Contains: time schedule of the executed and planned works, description of performed investigations, main findings etc.

* + 1. **Final report on the survey results and suggestions for further research and construction works (to be provided in the Second Phase Services)**

Contains: approval from National Heritage Board of Latvia, escription of performed investigations, main findings, works recordings, photos of excavations, cartographical materials (maps, plans, drawings), suggestions for Construction stage, etc.

* 1. Milestones
     1. **Inception report** – 8 weeks after signing of Agreement (Commencement date)
     2. **Interim report on Progress** – 8 weeks after Commencement Order for the Second Phase Services
     3. **Final report on the survey results and suggestions** – 20 weeks after Commencement Order for the Second Phase Services

|  |  |  |  |
| --- | --- | --- | --- |
| Deliverables/Report | No. Of hard copies | Submission schedule | Approval by the Principal |
| Inception report | 1 hard copy | Commencement date + 8 weeks | 4 weeks after reception of deliverables |
| Interim report on Progress | 1 hard copy | 8 weeks after Commencement Order for the Second Phase Services | 4 weeks after reception of deliverables |
| Final report on the survey results and suggestions | 1 hard copy | 20 weeks after Commencement Order for the Second Phase Services | 6 weeks after reception of deliverables |

**3.4. Meetings**

|  |  |  |
| --- | --- | --- |
| Title | Responsible party organising the meeting | Timeline |
| Inception meeting | Principal | 8 weeks after Commencement date |
| Progress meetings | Contractor | If necessary or requested by the Principal |
| Final meeting | Contractor | After submission of Final Report |

1. **HEALTH AND SAFETY** 
   1. The Contractor shall comply with applicable regulations and directives in respect of health and safety, and those obligations specified in the Agreement.
   2. The Supplier shall take care of the health and safety of all persons entitled to be on the site and other places (if any) where the Services are performed and keep the site where Services (including any works) are performed in a proper manner to avoid danger to all persons entitled to be on site.
   3. The Contractor will provide written and signed Acknowledgement (in Latvian and English) in accordance with provided sample:

Health and Safety system compliance minimum requirements

**Acknowledgement**

Hereby “name of legal entity” acknowledges that before field works are commenced and all through the operations of field works, management of health and safety (H&S), fire safety and electric safety are established and implemented in full compliance with local legislation and complies with following:

1. Will maintain consistent H&S level at all working sites to avoid injuries or/and fatalities of all people involved in the project.
2. Types of work to be performed in accordance to this agreement are listed;
3. Risk assessment for listed types of work is carried out and recorded ;
4. Risk control action plan is designed and signed by the most senior manager in the company. All risk controls have owners and they are aware of their responsibilities. Risk control action plan progress is being reviewed on regular basis.
5. All “name of legal entity” employees involved in delivery of this contract are trained in risk recognition and risk management of work performed and their knowledge is tested and records available;
6. Safe work performance, fire safety and electrical safety instructions are designed, signed off by most senior manager of the company and all employees involved in delivery of this contract are trained accordingly at sufficient level and knowledge is tested. Evidences for competency evaluation are available instantly shall Principal request them;
7. All employees involved in delivery of this contract have undergone mandatory health surveillance.

For the work site safety:

1. In case of accident, incident or high potential near miss on the work site “name of legal entity” will inform Principal`s contact person or H&S manager over the phone or e-mail immediately however in 4 hours latest;
2. “name of legal entity” site manager or project manager will be present at work site at all times as work is in process;
3. All “name of legal entity” employees will be equipped with necessary personal protective equipment (PPE) at all times with no exceptions being on the work site. Minimum PPE requirements on the work site: a) Hi-Viz vest or jacket (EN 471); 2) safety boots (S1P or S3 or S5). In addition to minimum stated PPE list employees must be equipped with PPEs according to risk assessment and risk control requirements stated by employer;
4. Work site is properly barricaded and safety/warning signs are displayed in order to: a) prevent unauthorized persons to enter worksite; b) enclose dangerous work area where risks to general public may be exposed;
5. Site manager or project manager will be responsible to remove all dangerous structures and ensure the site is protected when the site is not occupied. This should include appropriate barriers or covers;
6. “name of legal entity” H&S representative runs safety walk and records results at least by-weekly;
7. Principal`s representatives (H&S manager, project team members etc) will have access to the site without previous warning at all times to run safety walks.

Principal has all rights to request and receive evidences to prove all above stated with notice of 1 working day.

***Annex No 3 to open competition***

“***Archaeological survey in the protection***

***zone of Daugmale hillfort” regulation,***

***ID No RBR 2023/4***

Annex No 3: Entities on whose capabilities the Tenderer is relying on to certify its compliance with qualification requirements and list of sub-contractors

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| No | Name of the sub-contractor and/or person un whose capabilities the Tenderer is relying on | Description of the sub-contracted task *(if applicable)* | Amount of sub-contracted tasks, EUR without VAT  *(if applicable)* | Description of the capabilities the Tenderer relies on to certify its compliance with qualification requirements (Section 8.2. – 8.5. of Regulation) *(if applicable)* |
|  |  |  |  |
| 1 |  |  |  |  |
| 2 |  |  |  |  |
| [..] |  |  |  |  |

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

 a small  medium  other

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

**NB! In case the Tenderer involves persons on whose capabilities the Tenderer is relying on and/ or sub-contractors, this Annex must be accompanied with documents, as set per Section 8.6.1. of the Regulation.**

Documents attached: \_\_\_\_\_\_\_\_\_\_\_\_\_\_*[Please fill in]* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_ *[Please fill in]* \_\_\_\_\_pages.

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

***Annex No 4 to open competition***

“***Archaeological survey in the protection***

***zone of Daugmale hillfort” regulation,***

***ID No RBR 2023/4***

Annex No 4: Experience of the Tenderer

**Clause 8.4.1. of the Regulation:**

The Tenderer within the last 5 (five) years before the date of submission of the tender (2022, 2021, 2020, 2019, 2018 and 2023 till the submission of the tender) has completed at least 2 (two) contracts for archaeological survey/ investigation services in the protection zone of the national cultural/ or archaeological monument:

All the services provided and used to demonstrate the Tenderer`s experience must be completed in accordance with the laws and regulations of the country concerned and this fact shall be reflected.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| No | Description of the services and project characterizing the required experience indicated in Clause 8.4.1. (above) | Official name of the national cultural/ archaeological monument where archaeological investigation services were provided | Date of commencement and completion of services provided (experience obtained)  (month/year – month/year) | Value of the provided services (EUR\*, excl. VAT) | Name of the Contracting Authority (Client) | Contact information of Contracting Authority (Client) |
| 1. |  |  |  |  |  |  |
| 2. |  |  |  |  |  |  |
| 3. |  |  |  |  |  |  |
| [..] |  |  |  |  |  |  |

**NB! This Annex must be accompanied with copies of references from respective clients or similar documents evidencing the experience.**

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

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

***Annex No 5 to open competition***

“***Archaeological survey in the protection***

***zone of Daugmale hillfort” regulation,***

***ID No RBR 2023/4***

Annex No 5: Experience of key-expert

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **No** | | **Archaeological Investigation Manager**    **Key-expert`s role in team *(in accordance with Clause 8.5.1. of Regulation)* Name, Surname** | | | | |  |
| **I Education:** | | | | | | | |
| **No** | Education  (Educational institution/ University) | | | | Period of studies  (month/year – month/year) | | Obtained degree |
| 1. |  | | | |  | |  |
| **….** |  | | | |  | |  |
| **II Professional experience:** | | | | | | |  |
|  | | Title of the project/ contract and Contracting Authority (Client), contact details of Contracting Authority | **Time period for experience** (date of commencement and completion of respective services: month/year - month/year) | **Detailed description of the experience/responsibilities/role** for the respective expert | | **Detailed description of the archaeological object** (Official name of the national archaeological monument, type of archaeological monument:  a) ancient places (up to and including the 13th century);  b) castles, their places, fortifications (up to and including the 17th century),  c) historical cultural layers of cities (up to and including the 18th century);  d) ancient places of worship, created by transforming the terrain, and for which there are reports of finds or a cultural layer in them (up to the 18th century inclusive) | |
| 1. | |  |  |  | |  | |
| 2. | |  |  |  | |  | |
| [..] | |  |  |  | |  | |

**III Latvian and English language skills**[[13]](#footnote-14) (with respective criteria in Section 8.5.1. key-expert is expected to have a very good (**at least B2 Level**) English language skills and excellent Latvian language skills (**at least C1 level**) (based on Common European Framework of Reference for Languages) in understanding, speaking and writing:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **English language skills:** | | | | |
| Understanding | | Speaking | | Writing |
| Listening | Reading | Spoken interaction | Spoken production |
| *[Please enter level…]* | *[Please enter level…]* | *[Please enter level…]* | *[Please enter level…]* | *[Please enter level…]* |
| **Latvian language skills:** | | | | |
| Understanding | | Speaking | |  |
| Listening | Reading | Spoken interaction | Spoken production | Writing |
| *[Please enter level…]* | *[Please enter level…]* | *[Please enter level…]* | *[Please enter level…]* | *[Please enter level…]* |

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

I confirm that I have consented that my candidature is proposed in this open competition **“Archaeological survey in the protection zone of Daugmale hillfort”, id. No RBR 2023/4**. I confirm that in case the Tenderer [*name of the Tenderer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*] will conclude the Contract as the result of this open competition, I will participate in the execution of the Contract.

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

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: *[date of signing]*  
Name: *[name of the expert]*

***Annex No 6 to open competition***

“***Archaeological survey in the protection zone of Daugmale hillfort” regulation,***

***ID No RBR 2023/4***

Annex No 6: Confirmation of tenderer`s Financial Standing (with respect to Section 8.3.1., 8.3.2.)

Clause 8.3.1. of Regulation:

The Tenderer’s or all members of the partnership together (if the Tenderer is a partnership and confirms the average financial turnover jointly), average financial turnover within the last 3 (three) financial years, e.g. 2020, 2021, 2022 is not less than 50 000,00 EUR (fifty thousand euros, zero cents). In the event the average financial turnover of a limited liability member of a limited partnership (within the meaning of Latvian Commercial Law, Chapter X) exceeds its investment in the limited partnership, the average financial turnover shall be recognised in the amount of the investment in the limited partnership.

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

In the case the previous three financial years of particular Tenderer differs from financial years (2020, 2021, 2022) stated in Regulation or the financial report isn’t available, financial turnover shall be indicated for the previous three financial years where audited or approved financial report is available.

|  |  |  |  |
| --- | --- | --- | --- |
| **No** | **Year** | **Total Turnover in EUR** | **Notes** |
| 1 |  |  |  |
| 2 |  |  |  |
| 3 |  |  |  |
| Average within the last 3 (three) financial years: | |  |  |

Clause 8.3.2. of Regulation:

The Tenderer or each member of the partnership (if the Tenderer is a partnership) on whose financial and economic capabilities the partnership is relying and who shall be financially and economically responsible for fulfilment of the procurement contract shall have stable financial and economic performance, namely, in the last audited financial year shall have positive equity capital *(Total Assets minus Total Liabilities).*

*Equity capital = Total Assets – Total Liabilities = \_\_\_\_\_\_\_\_\_\_\_*

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: [date of signing]  
Name: [name of the Tenderer / partnership / entity]

Position: [position of the representative of the Tenderer / partnership / entity

***Annex No 7 to open competition***

“***Archaeological survey in the protection zone of Daugmale hillfort” regulation,***

***ID No RBR 2023/4***

Annex No 7: Draft contract (please refer to a separate document)

1. If the Tenderer submits the European Single Procurement Document as the initial proof, there is no obligation to submit other documents, unless specifically requested by the procurement commission. [↑](#footnote-ref-2)
2. According to Section 3 of Group of Companies Law of Latvia **a decisive influence arises on the basis of** a group of companies contract, as well as on the basis of participation in the following cases - an undertaking has a decisive influence over a company on the basis of participation, if at least one of the following circumstances exist: 1) the undertaking has the majority of voting rights in the company; 2) the undertaking as a shareholder of the company has the right to appoint or remove the majority of members of the executive body or of the supervisory body of the company; 3) the undertaking is a shareholder of the company and, exercising only its rights of a shareholder, during the accounting year has appointed the majority of members of the executive body or of the supervisory body of the company; or 4) the undertaking is a shareholder of the company and, on the basis of agreement with other shareholders, has sole control of the majority of voting rights in the company. [↑](#footnote-ref-3)
3. [1] **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. [↑](#footnote-ref-4)
4. [↑](#footnote-ref-5)
5. Definition and parameters for national cultural/ or archaeological monument <https://www.nkmp.gov.lv/lv/kriteriji-kulturvesturiski-nozimigu-objektu-ieklausanai-valsts-aizsargajamo-kulturas-piemineklu-saraksta> [↑](#footnote-ref-6)
6. With the assignment of Bachelor’s degree there is understood: at least Level 6 of European Qualifications Framework (please see here: <https://ec.europa.eu/ploteus/en/content/descriptors-page>) [↑](#footnote-ref-7)
7. The information on the size of the Tenderer is used solely for statistical purposes and is not in any way whatsoever used in the evaluation of the Tenderer or the Proposal. [↑](#footnote-ref-8)
8. Available here - <http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.L_.2003.124.01.0036.01.ENG&toc=OJ:L:2003:124:TOC> [↑](#footnote-ref-9)
9. According to Section 3 of Group of Companies Law of Latvia **a decisive influence arises on the basis of** a group of companies contract, as well as on the basis of participation in the following cases - an undertaking has a decisive influence over a company on the basis of participation, if at least one of the following circumstances exist: 1) the undertaking has the majority of voting rights in the company; 2) the undertaking as a shareholder of the company has the right to appoint or remove the majority of members of the executive body or of the supervisory body of the company; 3) the undertaking is a shareholder of the company and, exercising only its rights of a shareholder, during the accounting year has appointed the majority of members of the executive body or of the supervisory body of the company; or 4) the undertaking is a shareholder of the company and, on the basis of agreement with other shareholders, has sole control of the majority of voting rights in the company. [↑](#footnote-ref-10)
10. 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. [↑](#footnote-ref-11)
11. The information on the size of the Tenderer is used solely for statistical purposes and is not in any way whatsoever used in the evaluation of the Tenderer or the Proposal. [↑](#footnote-ref-12)
12. Available here - <http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.L_.2003.124.01.0036.01.ENG&toc=OJ:L:2003:124:TOC> [↑](#footnote-ref-13)
13. Language skill level is based on Common European Framework of Reference for Languages (see <http://europass.cedefop.europa.eu/resources/european-language-levels-cefr>) [↑](#footnote-ref-14)