

# REGULATIONS

FOR THE OPEN COMPETITION

**"HEALTH INSURANCE POLICIES FOR RB RAIL AS EMPLOYEES"**

(IDENTIFICATION NO RBR 2023/6)



**Co-funded by  
the European Union**

Riga  
2023

## TABLE OF CONTENTS

TABLE OF CONTENTS .....	2
1 ABBREVIATIONS AND TERMS .....	4
2 GENERAL INFORMATION .....	4
3 THE RIGHTS OF THE PROCUREMENT COMMISSION .....	5
4 THE OBLIGATIONS OF THE PROCUREMENT COMMISSION .....	5
5 THE RIGHTS OF THE TENDERER .....	6
6 SUBJECT-MATTER OF THE OPEN COMPETITION.....	6
7 TENDERER .....	7
8 SELECTION CRITERIA FOR TENDERERS.....	8
9 RELIANCE ON THE CAPACITY OF OTHER PERSONS.....	23
10 SUBCONTRACTING .....	24
11 FINANCIAL PROPOSAL .....	24
12 TECHNICAL PROPOSAL .....	24
13 CONTENTS AND FORM OF THE PROPOSAL .....	25
14 ENCRYPTION OF THE PROPOSAL INFORMATION .....	26
15 SUBMISSION OF A PROPOSAL .....	26
16 OPENING OF PROPOSALS .....	26
17 VERIFICATION OF PROPOSALS FOR COMPLIANCE.....	26
18 VERIFICATION OF TECHNICAL PROPOSAL.....	27
19 VERIFICATION OF FINANCIAL PROPOSALS .....	27
20 CONTRACT AWARD CRITERIA.....	27
21 TENDERER CHECK PRIOR TO MAKING THE DECISION REGARDING THE CONCLUSION OF THE CONTRACT .....	31
22 DECISION MAKING, ANNOUNCEMENT OF RESULTS AND ENTERING INTO A CONTRACT	32
23 ANNEXES.....	33
ANNEX NO 1: TECHNICAL SPECIFICATION FOR LOT NO 1 .....	35
ANNEX NO 2: TECHNICAL SPECIFICATION FOR NO 2.....	39
ANNEX NO 3: TECHNICAL SPECIFICATION FOR LOT NO 3 .....	42
ANNEX NO 4: APPLICATION FOR PARTICIPATION IN OPEN COMPETITION .....	48
ANNEX NO 5: CONFIRMATION OF FINANCIAL STANDING.....	50
ANNEX NO 6: TECHNICAL PROPOSAL FOR LOT NO 1 .....	51
ANNEX NO 7: TECHNICAL PROPOSAL FOR LOT NO 2.....	55
ANNEX NO 8: TECHNICAL PROPOSAL FOR LOT NO 3.....	59
ANNEX NO 9: FINANCIAL PROPOSAL FOR LOT NO 1 .....	63
ANNEX NO 10: FINANCIAL PROPOSAL FOR LOT NO 2 .....	64
ANNEX NO 11: FINANCIAL PROPOSAL FOR LOT NO 3 .....	65
ANNEX NO 12: DESCRIPTION OF TENDERERS PREVIOUS EXPERIENCE.....	66

ANNEX NO 13: INFORMATION ABOUT THE CONTRACT MANAGER .....	69
ANNEX NO 14: ENTITIES ON WHOSE CAPACITY TENDERERS RELIES .....	70
ANNEX NO 15: SUBCONTRACTORS .....	71
ANNEX NO 16: DRAFT CONTRACT.....	72

## 1 ABBREVIATIONS AND TERMS

- 1.1 **Common procurement vocabulary (CPV)** – a nomenclature approved by the European Union which is applied in public procurement procedures;
- 1.2 **Contract** - signed agreement between Contracting authority and a Contractor to provide services defined in this agreement;
- 1.3 **Contracting authority** for each respective country:
  - 1.3.1 for Lot No 1 "Health Insurance policies for RB Rail AS employees in Lithuania – RB Rail AS Lietuvos filialas, registration No 304430116, legal address at J. Basanvičiaus str. 24, LT-03224, Vilnius, Lithuania;
  - 1.3.2 for Lot No 2 "Health Insurance policies for RB Rail AS employees in Estonia" - RB Rail AS Eesti filiaal, registration No 14168654, legal address at Veskiposti 2/1, Tallinn, 10138, Estonia;
  - 1.3.3 for Lot No 3 "Health Insurance policies for RB Rail AS employees in Latvia" - the joint stock company RB Rail AS, registration number: 40103845025, legal address: Satekles iela 2B, Riga, LV-1050, Latvia;
- 1.4 **Contractor** - service provider awarded the right to enter into the Contract in Open competition to provide services in accordance with requirements stipulated in Regulations and Contract;
- 1.5 **Identification number (ID No)** - 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 2023/6);
- 1.6 **Open competition (also the Procurement)** – procurement procedure "Health Insurance policies for RB Rail AS employees" (identification number: RBR 2023/6) in which all interested Suppliers are entitled to submit their Proposals;
- 1.7 **Procurement commission** - commission the composition of which has been established by the Contracting authority, order No 1.9-2023-18 dated 25 July 2023;
- 1.8 **Proposal** - documentation package the Tenderer submits to participate in the Open competition;
- 1.9 **Public Procurement Law (PPL)** - Public Procurement Law of the Republic of Latvia;
- 1.10 **Regulations** – regulations of the Open competition "Health Insurance policies for RB Rail AS employees" (identification number: RBR 2023/6), as well as all the enclosed annexes;
- 1.11 **Supplier** – a natural person or a legal person, a group or association of such persons in any combination thereof, which offers to perform works, supply products or provide services accordingly;
- 1.12 **Tenderer** – a Supplier which has submitted a Proposal;
- 1.13 **VAT** – Value Added Tax.

## 2 GENERAL INFORMATION

- 2.1 The identification number of the Procurement is RBR 2023/6.
- 2.2 The Open competition is co-financed by the Contracting Authority and Connecting Europe Facility (CEF).
- 2.3 The Open competition is organized in accordance with the Public Procurement Law of Republic of Latvia in effect on the date of publishing the contract notice.
- 2.4 The Open competition is carried out using E-Tenders system (<https://www.eis.gov.lv/EKEIS/Supplier>) which is subsystem of the Electronic Procurement System (<https://www.eis.gov.lv/EIS/>).
- 2.5 The Regulations is freely available on Contracting authority's profile in the E-Tenders system on webpage <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/105610> and on the webpage of the Contracting authority <http://railbaltica.org/tenders/>.
- 2.6 Amendments to the Regulations and answers to Suppliers' questions will be published on Contracting authority's profile in the E-Tenders system on webpage <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/105610> and on the Contracting authority's webpage

<http://railbaltica.org/tenders/>. It is the Supplier's responsibility to constantly follow the information published on the webpages and to take it into consideration in preparation of its Proposal.

- 2.7 Contact person of the Contracting authority for this Open competition is Procurement Specialist Zane Nore, mobile: +371 28312829, e-mail: [zane.nore@railbaltica.org](mailto:zane.nore@railbaltica.org).
- 2.8 The exchange of information between the Procurement commission and the Supplier or Tenderer shall be in writing (by sending documents electronically to e-mail or using E-Tenders system) in English (if information is submitted in Latvian, it shall be accompanied by a translation into English).
- 2.9 If the Supplier does not have access to the E-Tenders system, the Supplier shall follow the guidance for obtaining access to the system available on the Contracting authority's website at <http://www.railbaltica.org/procurement/e-procurement-system/>.
- 2.10 The Supplier can request additional information regarding the Regulations. Additional information can be requested in writing through the E-Tendering subsystem or (only in case the Supplier does not have access to the system) by sending it to the Procurement commission electronically to the e-mail (please see the Section 2.7 of the Regulations), indicating the Procurement Identification number.
- 2.11 Any additional information must be requested in a timely manner, so that the Procurement commission can reply on time - no later than 6 (six) days prior to the deadline of the Proposal submission. The Procurement commission shall provide a response within 5 (five) working days from the day of the receipt of the request form the Supplier.
- 2.12 The Supplier covers all expenses which are related to the preparation of the Proposal and its submission to the Contracting authority. Under no circumstances the Contracting authority will be liable for compensation of any costs and damages related to the preparation and submission of the Proposal or the Supplier's participation in the Procurement.

### 3 THE RIGHTS OF THE PROCUREMENT COMMISSION

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

### 4 THE OBLIGATIONS OF THE PROCUREMENT COMMISSION

- 4.1 The Procurement commission ensures the documentation of the procurement process.
- 4.2 The Procurement commission ensures free and direct electronic access to the Procurement documents on Contracting authority's profile at the E-Tenders system's webpage <https://www.eis.gov.lv/EKES/Supplier/Procurement/105610> and on the webpage of the Contracting authority <http://railbaltica.org/tenders/>.
- 4.3 If an interested Supplier has in a timely manner in writing by post or electronically (including through E-Tenders system), or delivering in person requested additional information about the requirements included in Open competition documents regarding the preparation and submission of the Proposal or regarding the

selection of Tenderers, the Procurement commission provides a response electronically within 5 (five) working 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 also publishes the information on Contracting authority's profile in the E-Tenders system's webpage <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/105610> and on its webpage <http://railbaltica.org/tenders/> where Open competition documents are available, indicating the question asked.

- 4.4 If the Contracting authority has amended the Open competition documents, it publishes this information on Contracting authority's profile in the E-Tenders system's webpage <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/105610> and on the Contracting authority's webpage <http://railbaltica.org/tenders/> where Open competition documents are available, no later than 1 (one) day after the notification regarding the amendments has been submitted to Procurement Monitoring Bureau for publication. If Supplier wishes to receive relevant updates/notifications by e-mail regarding the Procurement (e.g., when amendments to the procurement documentation are published), Supplier shall register as an interested supplier on the E-Tenders system for the particular Procurement.
- 4.5 The exchange and storage of information is carried out in such a way that all data included in the Proposals is protected and the Contracting authority can check the content of the Proposals only after the expiration of the deadline for their submission. From the day of submission of Proposals until the opening of the Proposals the Contracting authority does not disclose information regarding the existence of other Proposals. During the Proposal evaluation, the Contracting authority does not disclose any information regarding the evaluation process until the announcement of the results.
- 4.6 The Procurement commission evaluates Tenderers and their Proposals based on the Public Procurement Law, Regulations, as well as other applicable regulatory enactments.
- 4.7 The Procurement commission prepares a report on the Open competition and publishes it on Contracting authority's profile in the E-Tenders system's webpage <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/105610> and on the Contracting authority's webpage <http://railbaltica.org/tenders/> within 5 (five) working days from the day when the decision about the results of the Open competition is made.

## 5 THE RIGHTS OF THE TENDERER

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

## 6 SUBJECT-MATTER OF THE OPEN COMPETITION

- 6.1 The subject-matter of the Open competition is health insurance policies for RB Rail AS employees (hereinafter – Services). Services must be provided in accordance with the Technical specification for Lot No1 "Health Insurance policies for RB Rail AS employees in Lithuania", Lot No 2 "Health Insurance policies for RB Rail AS employees in Estonia" and Lot No 3 "Health Insurance policies for RB Rail AS employees in Latvia".
- 6.2 The applicable CPV code of the subject-matter for all three Lots is 66512200-4 (Health Insurance Services).

6.3 The subject-matter of the Open competition is divided into 3 (three) lots:

Lot No	Subject-matter
1	Health Insurance policies for RB Rail AS employees in Lithuania
2	Health Insurance policies for RB Rail AS employees in Estonia
3	Health Insurance policies for RB Rail AS employees in Latvia

6.4 Supplier is entitled to submit Proposal for one or more Lots (up to three) indicated in Section 6.3. of the Regulations (and only for the entire volume of the relevant Lot (in which Tenderer is taking part)). The Contract will be concluded separately for each of the Lot.

6.5 The Tenderer is not permitted to submit variants of the Proposal. If variants of the Proposal will be submitted, the Proposal will not be reviewed.

6.6 Place of execution of the Contract: Lithuania (Lot No 1), Estonia (Lot No 2), Latvia (Lot No 3).

6.7 The estimated value of the Contract price for each of the Lots:

6.7.1. Lot No 1 “Health Insurance policies for RB Rail AS employees in Lithuania” shall not exceed 20 000.00 EUR (twenty thousand euros) excl. VAT.

6.7.2. Lot No 2 “Health Insurance policies for RB Rail AS employees in Estonia” shall not exceed 12 000.00 EUR (twelve thousand euros) excl. VAT.

6.7.3. Lot No 3 “Health Insurance policies for RB Rail AS employees in Latvia” shall not exceed 64 000.00 EUR (sixty-four thousand euros) excl. VAT.

6.8 The period of Service provision for all 3 (three) Lots is 12 (twelve) calendar months and RB Rail AS employees will be insured in the planned term of insurance period, that is from 1 January 2024 to 31 December 2024.

## 7 TENDERER

7.1 The Proposal can be submitted by:

7.1.1 A Supplier who is a legal or natural person (hereinafter – Tenderer) which offers on the market to perform works, supply products or provide services accordingly and who complies with the selection criteria for Tenderers;

7.1.2 A group of Suppliers (hereinafter also – Tenderer, partnership) which offers on the market to perform works, supply products or provide services accordingly and who complies with the selection criteria for Tenderers:

7.1.2.1 A group of Suppliers who has formed a partnership for the Open competition. In this case all the members of the partnership shall be listed in Annex No 4 “Application for participating in the Open competition” of the Regulations. If it will be decided to award contracting rights to such partnership, then prior to concluding the Contract the partnership shall at its discretion either enter into a partnership agreement (within the meaning of The Civil Law of the Republic of Latvia, Sections 2241-2280) and submit one copy of this agreement to the Contracting authority or establish a general or limited partnership (within the meaning of The Commercial Law of the Republic of Latvia, Division IX and X) and notify the Contracting authority in writing.

7.1.2.2 An established and registered partnership (a general partnership or a limited partnership within the meaning of the Commercial Law of the Republic of Latvia, Division IX and X) which complies with the selection criteria of Tenderers.

7.2 According to Article 5k of Council Regulation (EU) 2022/576 of 8 April 2022 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia’s actions destabilising the situation in Ukraine<sup>1</sup> it is prohibited to participate in the Open competition:

<sup>1</sup> Available here: <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:32022R0576>.

- 7.2.1 a Russian national, or a natural or legal person, entity or body established in Russia;
- 7.2.2 a legal person, entity or body whose proprietary rights are directly or indirectly owned for more than 50% by an entity referred to in Sub-Section 7.2.1. of this Section;
- or
- 7.2.3 a natural or legal person, entity or body acting on behalf or at the direction of an entity referred to in Sub-Section 7.2.1. or 7.2.2. of this Section, including, where they account for more than 10% of the Contract value, subcontractors, suppliers or entities whose capacities are being relied on within the meaning of the Public Procurement Law.
- 7.3 With reference to Section 15 of the Public Procurement Law and the Contracting Authority's discretion in the application of Section 15 of the Public Procurement Law, participation of any entities from the Russian Federation and/or the Republic of Belarus is prohibited.

## 8 SELECTION CRITERIA FOR TENDERERS

### 8.1 Exclusion grounds

Before making the decision to award the Contract, the Procurement commission in each Lot will verify whether the Tenderer, to whom the Contract should be awarded, is not a subject for exclusion grounds set in Section 42 of Public Procurement Law. The Procurement commission will exclude the Tenderer from further participation in the Open competition in any of the following circumstances:

No	Requirement	Documents to be submitted <sup>2</sup>
8.1.1	<p>Within previous 3 (three) years before submission of the Proposal the:</p> <ul style="list-style-type: none"> <li>- Tenderer or person who is Tenderer's management board or supervisory board member, person with representation rights, procura holder or person who is authorised to represent the Tenderer in operations in relation to a branch;</li> <li>- partnership member, if Tenderer is a partnership, or its management board or supervisory board member, person with representation rights, procura holder or person who is authorised to represent the partnership member in operations in relation to a branch;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000 and its management board or supervisory board member, person with representation rights, procura holder or person who is authorised to represent the subcontractor in operations in relation to a branch;</li> <li>- person on whose capacity Tender is relying to certify its compliance with the requirements or its management board or supervisory board member, person with representation rights, procura holder or person who is authorised to represent such person in operations in relation to a branch;</li> </ul>	<p>For a</p> <ul style="list-style-type: none"> <li>- Tenderer or person who is Tenderer's management board or supervisory board member, person with representation rights, procura holder or person who is authorised to represent the Tenderer in operations in relation to a branch;</li> <li>- partnership member, if Tenderer is a partnership, or its management board or supervisory board member, person with representation rights, procura holder or person who is authorised to represent the partnership member in operations in relation to a branch;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000 and its management board or supervisory board member, person with representation rights, procura holder or person who is authorised to represent the subcontractor in operations in relation to a branch;</li> <li>- person on whose capacity Tender is relying to certify its compliance with the requirements or its management board or supervisory board member, person with representation rights, procura holder or person who is authorised to represent such person in operations in relation to a branch;</li> <li>- beneficial owner of the Tenderer or its management board or supervisory board member, person with representation rights,</li> </ul>

<sup>2</sup> There is no obligation to submit documents, unless specifically requested by the Procurement commission.



No	Requirement	Documents to be submitted <sup>2</sup>
	<ul style="list-style-type: none"> <li>- beneficial owner<sup>3</sup> of the Tenderer;</li> <li>- person who has decisive influence in the Tenderer on the basis of participation within the meaning of the laws and regulations regarding groups of companies (concern)<sup>4</sup> or its management board or supervisory board member, person with representation rights, procura holder or person who is authorised to represent such person in operations in relation to a branch</li> </ul> <p>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:</p> <ul style="list-style-type: none"> <li>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;</li> <li>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;</li> <li>c) fraud, misappropriation, or money laundering;</li> <li>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;</li> <li>e) human trafficking,</li> <li>f) of tax payments or payments equivalent thereto.</li> </ul>	<p>procura holder or person who is authorised to represent the beneficial owner in operations in relation to a branch</p> <p><u>who is registered or residing in Latvia</u>, the Contracting authority will verify the information itself in publicly available databases.</p> <hr/> <p>For a</p> <ul style="list-style-type: none"> <li>- Tenderer or person who is Tenderer's management board or supervisory board member, person with representation rights, procura holder or person who is authorised to represent the Tenderer in operations in relation to a branch;</li> <li>- partnership member, if Tenderer is a partnership, or its management board or supervisory board member, person with representation rights, procura holder or person who is authorised to represent the partnership member in operations in relation to a branch;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000 and its management board or supervisory board member, person with representation rights, procura holder or person who is authorised to represent the subcontractor in operations in relation to a branch;</li> <li>- person on whose capacity Tender is relying to certify its compliance with the requirements or its management board or supervisory board member, person with representation rights, procura holder or person who is authorised to represent such person in operations in relation to a branch;</li> <li>- beneficial owner of the Tenderer or its management board or supervisory board member, person with representation rights, procura holder or person who is authorised to represent the beneficial owner in operations in relation to a branch;</li> </ul> <p><u>who is registered or residing outside of Latvia</u>, Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence.</p>

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

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

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

<sup>4</sup> Here and hereafter please see here: <https://likumi.lv/ta/en/en/id/4423-group-of-companies-law>

No	Requirement	Documents to be submitted <sup>2</sup>
		<p>For a person who has decisive influence in the Tenderer on the basis of participation within the meaning of the laws and regulations regarding groups of companies (concern) who is registered or residing in Latvia and who is registered or residing outside of Latvia, Tenderer shall submit a statement approved by competent authority indicating persons who has decisive influence.<sup>5</sup> If this/these person/-s is/are registered or residing in Latvia, the Contracting authority will verify the information itself in publicly available databases, if - registered or residing outside of Latvia, Tenderer additionally shall submit an appropriate statement from the competent authority of the country of registration or residence.</p>
8.1.2.	<p>It has been detected that on the last day of Proposal submission term or on the day when a decision has been made on possible granting of rights to conclude the Contract:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tender is relying to certify its compliance with the requirements;</li> <li>- beneficial owner of the Tenderer;</li> <li>- person who has decisive influence in the Tenderer on the basis of participation within the meaning of the laws and regulations regarding groups of companies (concern)</li> </ul> <p>have outstanding tax liabilities (including in the field of mandatory State social insurance):</p> <ol style="list-style-type: none"> <li>a) in Latvia in accordance with the law "On Taxes and Fees" or</li> <li>b) in the country of registration or permanent place of residence thereof in accordance with the legal acts of the relevant foreign country</li> </ol>	<p>For a:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tenderer is relying to certify its compliance with the requirements;</li> <li>- beneficial owner of the Tenderer</li> </ul> <p><u>who is registered or residing in Latvia</u>, the Contracting authority will verify the information itself in publicly available databases.</p> <hr/> <p>For a:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tenderer is relying to certify its compliance with the requirements;</li> <li>- beneficial owner of the Tenderer;</li> </ul> <p><u>who is registered or residing outside of Latvia</u>, the Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence. Additionally, the Tenderer shall indicate the taxpayer registration number assigned by the State Revenue Service of the Republic of Latvia, if such registration number has been assigned to the Tenderer and/or persons mentioned above.</p> <hr/> <p>For a person who has decisive influence in the Tenderer on the basis of participation within the meaning of the laws and regulations regarding groups of companies (concern) who is registered or residing in Latvia and who is registered or residing outside of Latvia, Tenderer shall submit a statement approved by competent authority indicating persons who has decisive influence. If this/these person/-s</p>

<sup>5</sup> Here and hereinafter: If such documents of the competent authority are not being issued, the Tenderer shall submit certificate that is provided by competent executive authority or a judicial authority, a sworn notary or a competent organization of the relevant industry.

No	Requirement	Documents to be submitted <sup>2</sup>
		<p>is/are registered or residing in Latvia, the Contracting authority will verify the information itself in publicly available databases, if - registered or residing outside of Latvia, Tenderer additionally shall submit an appropriate statement from the competent authority of the country of registration or residence.</p>
8.1.3.	<p>Insolvency proceedings have been announced, the business activities have been suspended, the business is under liquidation for a:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tender is relying to certify its compliance with the requirements.</li> </ul>	<p>For a:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity the Tenderer is relying to certify its compliance with requirements;</li> </ul> <p><u>who is registered or residing in Latvia</u>, the contracting authority will verify the information itself in publicly available databases.</p> <hr/> <p>For a:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity the Tenderer is relying to certify its compliance with requirements;</li> </ul> <p><u>who is registered or residing outside of Latvia</u>, the person shall submit an appropriate statement from the competent authority of the country of registration or residence.</p>
8.1.4.	<p>A person preparing the Procurement 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:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tender is relying to certify its compliance with the requirements;</li> <li>- beneficial owner of the Tenderer</li> </ul> <p>within the meaning of Section 25, Paragraph one or two of the Public Procurement Law<sup>6</sup> or is interested in the selection of one specific Tenderer and the Contracting authority has no possibility to prevent this situation by less restrictive measures with respect Tenderer.</p>	<p>No obligation to submit documents, unless specifically requested by the Procurement commission.</p>

<sup>6</sup> Here and hereinafter please see here: <https://likumi.lv/ta/id/287760-publisko-iepirkumu-likums>.

No	Requirement	Documents to be submitted <sup>2</sup>
8.1.5.	<p>A:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tender is relying to certify its compliance with the requirements</li> </ul> <p>has advantages restricting the competition within the Procurement if it or a legal person connected thereto has been involved in preparation of the Procurement in accordance with Section 18, Paragraph four of the Public Procurement Law 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 does not restrict the competition.</p>	<p>No obligation to submit documents, unless specifically requested by the Procurement commission.</p>
8.1.6.	<p>Within the previous 3 (three) years before submission of the Proposals a:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tender is relying to certify its compliance with the requirements</li> </ul> <p>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 specific person mentioned above or has reduced the fine for cooperation under the leniency programme.</p>	<p>For a:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tender is relying to certify its compliance with the requirements</li> </ul> <p><u>who registered or residing in Latvia</u>, the Contracting authority will verify the information itself in publicly available databases.</p> <hr/> <p>For a:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tender is relying to certify its compliance with the requirements</li> </ul> <p><u>who is registered or residing outside of Latvia</u>, the Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence or other objective proof of good standing. For example, a link to the database of the competent authority's public database (website) listing all its decisions and validity thereof (if access to any such database/website is free of charge to the Contracting authority).</p>
8.1.7.	<p>The Procurement commission has sufficiently strong indications at its disposal to conclude that a:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> </ul>	<p>No obligation to submit documents, unless specifically requested by the Procurement commission.</p>

No	Requirement	Documents to be submitted <sup>2</sup>
	<ul style="list-style-type: none"> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tender is relying to certify its compliance with the requirements has entered into an agreement with other economic operators with the aim of hindering, restricting, or distorting competition:               <ul style="list-style-type: none"> <li>a) there is an information on the decision of the competent authority in the field of competition by which the person mentioned above is found guilty of a violation of competition law, which manifests itself as a horizontal cartel agreement and 3 (three) years have not passed since the date of entry into force of such decision; or</li> <li>b) the Proposal contains indications regarding possible existence of an agreement aimed at hindering, limiting or distorting competition in Procurement, and the opinion of the Competition Council of the Republic of Latvia has been received.</li> </ul> </li> </ul>	
8.1.8.	<p>Within the previous 3 (three) years before the submission of the Proposals a:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tender is relying to certify its compliance with the requirements 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,</li> </ul>	<p>No obligation to submit documents, unless specifically requested by the Procurement commission.</p>

No	Requirement	Documents to be submitted <sup>2</sup>
	partnership procurement contract, or concession contract <sup>7</sup> .	
8.1.9.	<p>Within the previous 3 (three) years before submission of the Proposals a:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tender is relying to certify its compliance with the requirements</li> </ul> <p>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:</p> <ol style="list-style-type: none"> <li>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; or</li> <li>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.</li> </ol>	<p>For a:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tender is relying to certify its compliance with the requirements</li> </ul> <p><u>registered or residing in Latvia</u>, the Contracting authority will verify the information itself in publicly available databases.</p> <hr/> <p>For a:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tender is relying to certify its compliance with the requirements</li> </ul> <p><u>registered or residing outside of Latvia</u>, the Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence.</p>
8.1.10.	<p>A:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tender is relying to certify its compliance with the requirements</li> </ul> <p>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 or has made an effort to obtain confidential information which would provide it with unjustified advantages within the Procurement or has provided misleading information which could significantly influence the decision on further participation of the</p>	<p>No obligation to submit documents, unless specifically requested by the Procurement commission.</p>

<sup>7</sup> The Procurement commission may not exclude the Tenderer in case if the Procurement commission, when evaluating the information at its disposal, has reasonable doubts about the sufficiency of the evidence or the violations committed by the specific person are minor.

No	Requirement	Documents to be submitted <sup>2</sup>
	Tenderer in the Procurement or awarding of the Contract.	
8.1.11.	<p>A:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tender is relying to certify its compliance with the requirements</li> </ul> <p>has provided false information to certify the conformity with the provisions of the Section 8.1 of the Regulations or qualification requirements for the Tenderers or has failed to submit the requested information.</p>	<p>No obligation to submit documents, unless specifically requested by the Procurement commission.</p>
8.1.12.	<p>A:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tender is relying to certify its compliance with the requirements;</li> <li>- person who has decisive influence in the Tenderer on the basis of participation within the meaning of the laws and regulations regarding groups of companies (concern)</li> </ul> <p>is a legal person or association of persons is registered in an offshore<sup>8</sup>.</p>	<p>For a:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity the Tenderer is relying to certify its compliance with requirements</li> </ul> <p><u>who is registered or residing in Latvia</u>, the contracting authority will verify the information itself in publicly available databases.</p> <hr/> <p>For a:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity the Tenderer is relying to certify its compliance with requirements</li> </ul> <p><u>who is registered or residing outside of Latvia</u>, the person shall submit an appropriate statement from the competent authority of the country of registration or residence.</p> <hr/> <p>For a person who has decisive influence in the Tenderer on the basis of participation within the meaning of the laws and regulations regarding groups of companies (concern) who is registered or residing in Latvia and who is registered or residing outside of Latvia, Tenderer shall submit a statement approved by competent authority indicating persons who has</p>

<sup>8</sup> Here and hereinafter: **Offshore** - low tax or tax-free country or territory in accordance with Corporate income tax law of the Republic of Latvia except Member States of EEA (European Economic Area) or its territories, Member States of the World Trade Organization Agreement on State Treaties or territories and such countries and territories with which European Union and Republic of Latvia has international agreements for open market in public procurement area.



No	Requirement	Documents to be submitted <sup>2</sup>
		<p>decisive influence. If this/these person/-s is/are registered or residing in Latvia, the Contracting authority will verify the information itself in publicly available databases, if - registered or residing outside of Latvia, Tenderer additionally shall submit an appropriate statement from the competent authority of the country of registration or residence.</p>
<p>8.1.13.</p>	<p>The owner or holder of more than 25 per cent of capital shares (stocks) of the:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tender is relying to certify its compliance with the requirements;</li> <li>- person who has decisive influence in the Tenderer on the basis of participation within the meaning of the laws and regulations regarding groups of companies (concern)</li> </ul> <p>registered in Republic of Latvia, is a registered offshore company (legal person) or offshore association of persons.</p>	<p>For a:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity the Tenderer is relying to certify its compliance with requirements;</li> <li>- person who has decisive influence on participation in the sense of the normative/regulatory acts</li> </ul> <p>who is registered in Latvia, the Contracting authority will verify the information itself in publicly available databases.</p> <p>If an information about the owners and holders of capital shares (stocks) is not provided in publicly available databases, e.g., for a joint stock company registered in Latvia, the Tenderer shall submit self-declaration which approves the fact that there are no registered owners or shareholders of the Tenderer or any other person mentioned in this Section (with more than 25% of share capital) who are registered offshore.</p> <p>For a person who has decisive influence in the Tenderer on the basis of participation within the meaning of the laws and regulations regarding groups of companies (concern), the Tenderer shall submit a statement approved by competent authority indicating persons who has decisive influence.</p>
<p>8.1.14.</p>	<p>International or national sanctions or substantial sanctions by the European Union (EU) or the North Atlantic Treaty Organization (NATO) Member State affecting the interests of the financial and capital market has been imposed to the:</p> <ul style="list-style-type: none"> <li>a) Tenderer or a person who is the Tenderer's management board or supervisory board member, beneficial owner, 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,</li> <li>b) member of the partnership or a person who is the partnership's management board or supervisory board member, beneficial owner, person with representation rights or a procura holder (if the Tenderer is a partnership),</li> </ul>	<ul style="list-style-type: none"> <li>- For a Tenderer <u>registered or residing in Latvia</u>, the Contracting authority will verify the information itself from the Register of Enterprises of the Republic of Latvia.</li> <li>- For a Tenderer <u>registered or residing outside of Latvia</u>, the Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence with all the information necessary for the examination regarding the Tenderer or a member of the partnership (if the Tenderer is a partnership), including but not limited, information about beneficial owner or the fact that there is no possibility to find out the beneficial owner.</li> </ul>



No	Requirement	Documents to be submitted <sup>2</sup>
	and such sanctions can affect the execution of the Contract.	

## 8.2 Legal standing and suitability to pursue the professional activity (refers to all three Lots of the subject-matter of the Open competition)

No	Requirement	Documents to be submitted
8.2.1.	The Tenderer, all members of the partnership (if the Tenderer is a partnership), a person on whose capacity Tenderer relies and a subcontractor whose value of works to be performed or services to be provided is at least 10`000 euros of the contract price 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 the natural or legal persons.	<ul style="list-style-type: none"> <li>- For a Tenderer, a member of a partnership, a person on whose capacity Tenderer relies, a subcontractor, which is a legal person registered in Latvia, the Contracting authority will verify the information itself in publicly available databases.</li> <li>- For a Tenderer, a member of the partnership, a person on whose capacity Tenderer relies who is a natural person – a copy of an identification card or passport.</li> <li>- For a Tenderer, a member of a partnership, a person on whose capacity Tenderer relies, a subcontractor, 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 where from at least the fact of registration, shareholders, officials and procura holders (if any) can be determined.</li> <li>- If the Proposal is submitted by a partnership, the Proposal shall include an agreement (or a letter of intent to enter into agreement) signed by all members of the partnership on the participation in the Procurement which lists responsibilities of each and every partnership member, a joint commitment to fulfil the Contract and which authorizes one key member to sign the Proposal and other documents, to receive and issue orders on behalf of the partnership members, and with whom all payments shall be made. Additionally, in this document Tenderer shall indicate the member of the partnership on whose capacity it relies to certify its financial and economic performance and who will be financially and economically responsible for the fulfilment of the Contract.</li> <li>- If the Proposal or any other document, including any agreement, is not signed by the legal representative of the Tenderer, members of the partnership or person on whose capacity the Tenderer relies, a document certifying the rights of the persons who have signed the Proposal or any other document to</li> </ul>

No	Requirement	Documents to be submitted
		represent the Tenderer, a member of the partnership or a person on whose capacity the Tenderer is relying (powers of attorney, authorization agreements etc.) must be included.
8.2.2.	The representative of the Tenderer, a member of a partnership, a person on whose capacity Tenderer relies, a subcontractor who has signed documents contained in the Proposal, has the right of signature, i.e., it is an official having the right of signature or a person authorized by the Tenderer or a member of a partnership, or a person on whose capacity Tenderer relies, or a subcontractor respectively.	<ul style="list-style-type: none"> <li>- For a Tenderer, a member of a partnership, a person on whose capacity Tenderer relies, a subcontractor, which is a legal person registered in Latvia, the Contracting authority will verify the information itself in publicly available databases.</li> <li>- For a Tenderer, a member of a partnership, a person on whose capacity Tenderer relies and a subcontractor which is a legal person registered outside of Latvia, the Tenderer shall submit a document confirming the right of signature (representation) of the representative of the Tenderer, a member of a partnership, a person on whose capacity Tenderer relies or a subcontractor, who signs documents contained in the Proposal.</li> <li>- If the Tenderer, a member of a partnership, a person on whose capacity Tenderer relies or a subcontractor submits a power of attorney (original or a copy certified by the Tenderer) additionally there shall be submitted documents confirming that the issuer of the power of attorney has the right of signature (representation) of the Tenderer.</li> </ul>

**8.3 Economic and financial standing (refers to all three Lots of the subject-matter of the Open competition)**

No	Requirement	Documents to be submitted
8.3.1.	<p>The Tenderer's or all members of the partnership together (if the Tenderer is a partnership and confirms the average financial turnover jointly), average annual financial turnover within last 3 (three) years (2020, 2021, 2022) is not less than:</p> <ol style="list-style-type: none"> <li>1) EUR 20 000 (twenty thousand euros) (if Tenderer applies for Lot No.1);</li> <li>2) EUR 12 000 (twelve thousand euros) (if Tenderer applies for Lot No.2);</li> <li>3) EUR 64 000 (sixty-four thousand euros) (if Tenderer applies for Lot No.3).</li> </ol> <p>If the Tenderer applies for more than one lot, the average annual financial turnover within last 3 (three) years (2020, 2021, 2022) shall not be less than sum of minimum average annual financial turnover within last 3 (three) years for specific lots that Tenderer applies for.</p> <p>In the event the average annual financial turnover of a limited partner of a limited partnership (within the meaning of the Commercial Law of the Republic of Latvia, Division X) exceeds its investment in the</p>	<ul style="list-style-type: none"> <li>- Filled and signed Annex No 5 “Confirmation of Tenderer's financial standing” of the Regulations.</li> <li>- Audited or self-approved (if the annual financial statement is not required by the law of the country of residence of the Tenderer) annual financial statements for financial years 2020, 2021, 2022 or other document showing the turnover of the Tenderer or each member of the partnership on whose capacity Tenderer is relying to certify its financial and economic performance and who will be financially responsible for the fulfilment of the Contract (if the Tenderer is a partnership), or other entity on whose capacity Tenderer is relying to certify its financial and economic performance and who will be financially responsible for the fulfilment of the Contract. For a Tenderer, a member of the partnership, a person on whose capacity Tenderer relies which is a legal person registered in Latvia, the Contracting authority will verify the information itself in publicly available databases.</li> <li>- For a limited partnership (within the meaning of the Commercial Law of the Republic of Latvia, Division X) - an additional document evidencing the amount of the investment by the limited partner (the partnership agreement or a document with a similarly binding legal effect).</li> </ul>

<p>limited partnership, the average annual financial turnover shall be recognized in the amount of the investment in the limited partnership.</p> <p>In the event the Tenderer or a member of a partnership (if the Tenderer is a partnership) has operated in the market for less than 3 (three) financial years, the requirement shall be met during the Tenderer’s actual operation period.</p> <p>If the previous 3 (three) reporting years of the Tenderer differ from the years specified in the Section 8.3.1 of the Regulations (2020, 2021, 2022), the financial turnover must be indicated for the Tenderer's previous 3 (three) reporting years.</p>	<ul style="list-style-type: none"> <li>- If the Proposal is submitted by a partnership, the Tenderer shall indicate the member of the partnership on whose capacity Tenderer is relying to certify its financial and economic performance and who will be financially and economically responsible for fulfilment of the Contract including this information in the agreement of cooperation (or letter of intent to enter into agreement) stipulated in Section 8.2.1 of the Regulations.</li> <li>- If the Tenderer is relying on any other entity's capacity to certify its financial and economic performance and this entity will be financially and economically responsible for the fulfilment of the Contract, the Tenderer along with the Proposal submits confirmation or agreement on cooperation and/or passing of resources to the Tenderer, signed between such entity and the Tenderer (please see the Section 9 of the Regulations for detailed information).</li> </ul>
<p><b>8.3.2.</b> 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 Contract shall have stable financial and economic performance, namely, in the last audited financial year (if auditing the financial report is required by the law applicable to the Tenderer or partnership member) preceding the year of the Procurement Tenderer shall have positive equity (Total Assets minus Total Liabilities).</p>	<ul style="list-style-type: none"> <li>- Filled and signed Annex No 5 “Confirmation of Tenderer’s financial standing” of the Regulations.</li> <li>- Audited or self-approved (if the annual financial statement is not required by the law of the country of residence of the Tenderer) annual financial statements for financial years 2020, 2021, 2022 or other document showing the balance and calculations that proves the positive equity of the Tenderer or each member of the partnership on whose capacity Tenderer is relying to certify its financial and economic performance and who will be financially responsible for the fulfilment of the Contract (if the Tenderer is a partnership), or other entity on whose capacity Tenderer is relying to certify its financial and economic performance and who will be financially responsible for the fulfilment of the Contract. For a Tenderer, a member of the partnership, a person on whose capacity Tenderer relies which is a legal person registered in Latvia, the Contracting authority will verify the information itself in publicly available databases.</li> <li>- If the Proposal is submitted by a partnership, the Tenderer shall indicate the member of the partnership on whose capacity Tenderer is relying to certify its financial and economic performance and who will be financially and economically responsible for fulfilment of the Contract including this information in the agreement of cooperation (or letter of intent to enter into agreement) stipulated in Section 8.2.1 of the Regulations.</li> <li>- If the Tenderer is relying on any other entity's capacity to certify its financial and economic performance and this entity will be financially and economically responsible for the fulfilment of the Contract, the Tenderer along with the Proposal submits confirmation or agreement on cooperation and/or passing of resources to the Tenderer, signed between such entity and the Tenderer (please see the Section 9 of the Regulations for detailed information).</li> </ul>

## 8.4 Technical and professional ability

### 8.4.1 Requirements for the Lot No 1 "Health Insurance for RB Rail AS employees in Lithuania"

No	Requirement	Documents to be submitted
8.4.1.1.	<p>The Tenderer within the previous 3 (three) years (2020 to until the date of the submission of the proposals) has gained experience in providing health insurance for at least 1 (one) legal person, where the number of insured persons has been at least 50 persons and the term of the insurance contract has been at last 12 (twelve) months.</p> <p>Information on services that are fully completed must be indicated.</p>	<ul style="list-style-type: none"> <li>- Filled and signed Annex No 12 "Description of Tenderer`s experience";</li> <li>- Copies of references from respective clients or similar documents provided by third party (the Client/contracting Authority) evidencing the experience.</li> </ul>
8.4.1.2.	<p>The Tenderer has the rights to provide health insurance services in Lithuania.</p>	<ul style="list-style-type: none"> <li>- Information on the Tenderer rights to provide health insurance services procurement Commission will check on the website <a href="https://www.lb.lt/en/sfi-financial-market-participants?ff=1&amp;market=2">https://www.lb.lt/en/sfi-financial-market-participants?ff=1&amp;market=2</a></li> </ul>
8.4.1.3.	<p>The Tenderer should propose for the provision of the Services a Contract Manager who has proficiency of English language skills at least at B<sub>2</sub> Level (based on Common European Framework of Reference for Languages)<sup>9</sup> in understanding, speaking, writing.</p>	<ul style="list-style-type: none"> <li>- Filled Annex No 13 "Information about Contract Manager" and signed by Contract Manager.</li> </ul>

### 8.4.2 Requirements for the Lot No 2 "Health Insurance for RB Rail employees in Estonia"

No	Requirement	Documents to be submitted
8.4.2.1.	<p>The Tenderer within the previous 3 (three) years (2020 to until the date of the submission of the proposals) has gained experience in providing health insurance for at least 1 (one) legal person, where the number of insured persons has been at least 30 persons and the term of the insurance contract has been at last 12 (twelve) months.</p> <p>Information on services that are fully completed must be indicated</p>	<ul style="list-style-type: none"> <li>- Filled and signed Annex No 12 "Description of Tenderer`s experience";</li> <li>- Copies of references from respective clients or similar documents provided by third party (the Client/contracting Authority) evidencing the experience.</li> </ul>
8.4.2.2.	<p>The Tenderer has the rights to provide health insurance services in Estonia.</p>	<ul style="list-style-type: none"> <li>- Information on the Tenderer rights to provide health insurance services procurement Commission will check on the website <a href="https://www.fi.ee/en/insurance-">https://www.fi.ee/en/insurance-</a></li> </ul>

<sup>9</sup> See <https://europa.eu/europass/en/common-european-framework-reference-language-skills>

		<a href="#">0/insurance/insurance-companies/insurance-companies</a>
8.4.2.3.	The Tenderer should propose for the provision of the Services a Contract Manager who has proficiency of English language skills at least at B <sub>2</sub> Level (based on Common European Framework of Reference for Languages) <sup>10</sup> in understanding, speaking, writing.	- Filled Annex No 13 "Information about Contract Manager" and signed by Contract Manager.

#### 8.4.3 Requirements for the Lot No 3 "Health Insurance for RB Rail employees in Latvia"

No	Requirement	Documents to be submitted
8.4.3.1.	The Tenderer within the previous 3 (three) years (2020 to until the date of the submission of the proposals) has gained experience in health insurance for at least 1 (one) legal person, where the number of insured persons has been at least 150 persons and the term of the insurance contract has been at last 12 (twelve) months.  Information on services that are fully completed must be indicated.	- Filled and signed Annex No 12 "Description of Tenderer's experience";  - Copies of references from respective clients or similar documents provided by third party (the Client/contracting Authority) evidencing the experience.
8.4.3.2.	The Tenderer has the rights to provide health insurance services in Latvia.	- Information on the Tenderer rights to provide health insurance services procurement Commission will check on the website of the Financial and Capital Market Commission: <a href="http://www.fktk.lv">www.fktk.lv</a> .
8.4.3.3.	The Tenderer should propose for the provision of the Services a Contract Manager who has proficiency of English language skills at least at B <sub>2</sub> Level (based on Common European Framework of Reference for Languages) <sup>11</sup> in understanding, speaking, writing.	- Filled Annex No 13 "Information about Contract Manager" and signed by Contract Manager.

8.5 Information, provided in the Proposal to prove the compliance with above-mentioned requirements for Economic and financial standing (Section 8.3 of the Regulations) shall be clear and understandable without any additional analysis or external proof of the submitted information. The Procurement commission shall not be obliged to use additional sources of information to make a decision regarding Tenderer's compliance with the qualification requirements. The Tenderer shall remain fully responsible for the provision of sufficiently detailed information in the Proposal required to confirm clearly the compliance with qualification requirements set in the Regulations.

8.6 Statements and other documents issued by Latvian competent authorities in the cases referred in Public Procurement Law shall be accepted and recognized by the Procurement commission if they have been issued not earlier than 1 (one) month prior to the day of submission, but the statements and other

<sup>10</sup> See <https://europa.eu/europass/en/common-european-framework-reference-language-skills>

<sup>11</sup> See <https://europa.eu/europass/en/common-european-framework-reference-language-skills>

documents issued by foreign competent authorities shall be accepted and recognized by the Procurement commission if they have been issued not earlier than 6 (six) months prior to the day of submission, unless the issuer of the statement or the document has specified a shorter term of validity thereof.

- 8.7 If the documents with which a Tenderer registered or permanently residing abroad can certify its compliance with the requirements of Section 8.1 of the Regulations are not issued or these documents are insufficient, such documents can be replaced with an oath or, if the regulatory enactments of the country in question do not allow for an oath, - with a certification by the Tenderer or by another person mentioned in Section 8.1 of the Regulations before a competent executive governmental or judicial institution, a sworn notary or a competent organization of a corresponding industry in their country of registration (permanent residence). Regarding all documents submitted based on an oath given under law (e.g., sworn-statements, declarations on oath etc.), the Tenderer must provide (indicate) legal grounds to law or enactment in accordance with such statements or declarations on oath have been given.
- 8.8 Exclusion grounds mentioned in the Section 8.1 of the Regulations applies to any of the following persons:
- 8.8.1 a member of a partnership, if the Tenderer is a partnership, to the person on whose capacity Tenderer is relying to certify its compliance with requirements and to subcontractor whose value of works to performed or services to be provided is equal to or exceeds 10`000 (ten thousand) euros of the contract price – exclusion grounds mentioned in the Section 8.1.1 – 8.1.13 of Regulations;
- 8.8.2 a member of a partnership, if the Tenderer is a partnership - exclusion grounds mentioned in the Section 8.1.14 of Regulations;
- 8.8.3 person who has decisive influence in the Tenderer on the basis of participation within the meaning of the laws and regulations regarding groups of companies (concern) - exclusion grounds mentioned in the Section 8.1.1 – 8.1.2 and 8.1.12 – 8.1.13 of the Regulations;
- 8.8.4 Tenderer`s beneficial owner - exclusion grounds mentioned in the Section 8.1.1 – 8.1.2 and 8.1.4 of the Regulations.
- 8.9 If the Tenderer, a member of the partnership, if the Tenderer is a partnership, Tenderer`s beneficial owner or person who has decisive influence in the Tenderer on the basis of participation within the meaning of the laws and regulations regarding groups of companies (concern) complies with any of the exclusion grounds set out in Section 42, Paragraph two, Clause 1, 4 – 7 and 10 - 14 of the Public Procurement Law (Section 8.1.1, 8.1.3 – 8.1.11 of the Regulations) and the exceptions stipulated in the Section 42, Paragraph four, Clause 2 - 4 of the Public Procurement Law are not applicable, the Procurement commission informs the Tenderer about the fact and sets deadline of at least 10 (ten) days from the day of issuing or receiving information, to submit an explanation and evidence that proves the reliability of the Tenderer in accordance with Section 43 of the Public Procurement Law.
- 8.10 The Procurement commission evaluates exclusion grounds in accordance with Section 42 of Public Procurement Law and Law of International Sanctions and National Sanctions of the Republic of Latvia.
- 8.11 The Procurement commission does not exclude the Tenderer from participation in the Procurement in any of the cases indicated in the Paragraph four of Section 42 of Public Procurement Law.
- 8.12 If the Tenderer complies with any of the exclusion grounds mentioned in Section 8.1 of the Regulations (except Section 8.1.2 of the Regulations), the Tenderer indicates this fact in the Annex No 4 "Application for participating in the Open competition" of the Regulations. If the Tenderer to whom the Contract should be awarded will comply with any of exclusion grounds mentioned in this Section, Procurement commission will follow the procedures specified in the Section 43, Paragraph 1-7 of the Public Procurement Law.
- 8.13 The Tenderer to certify that it complies with the selection criteria for Tenderers may submit the European single procurement document (hereinafter - ESPD) as initial proof. This document must be submitted electronically and for each person upon whose capacity Tenderer relies to certify its compliance with the requirements stipulated in the Regulations and for each of their indicated subcontractors the value of services to be provided by which amounts to at least EUR 10 000 (ten thousand euros), but if the Tenderer is a partnership – for each member thereof. To fill in the ESPD the Tenderer uses the "ESPD.xml" file at the Internet webpage <http://espd.eis.gov.lv/>.
- 8.14 To certify compliance with Procurement selection criteria, 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.



a. Global indication for all selection criteria ▼

Concerning the selection criteria the economic operator declares that ⓘ

It satisfies all the required selection criteria
 Your answer?  Yes  No

⏪ Previous
⌛ Cancel
Next ⏩

- 8.15 If the Tenderer has chosen to submit an ESPD as initial proof, the ESPD for a person upon whose capacity Tenderer relies to certify its compliance with the requirements stipulated in the Regulations shall be filled in the part regarding the exclusion grounds and information regarding the selection criteria relevant for the specific capacity or capacities on which Tenderer relies. The ESPD for a subcontractor the value of services to be provided by which amounts to at least EUR 10 000 (ten thousand euros) – the part regarding the exclusion grounds only.
- 8.16 If the Tenderer to whom the Contract should be awarded has chosen to submit an ESPD as initial proof, the Procurement commission will follow the procedure stipulated in the Paragraph 17 of the Cabinet regulation No 107 of 28 February 2017 "Tendering Procedures or Procurement Procedures and Design Contests".

## 9 RELIANCE ON THE CAPACITY OF OTHER PERSONS

- 9.1 For the fulfilment of the Contract, to comply with the selection requirements for the Tenderers related to the economic and financial standing and technical and professional capacity, the Tenderer may rely on the capacity of other persons, regardless of the legal nature of their mutual relationship. In this case:
- 9.1.1 The Tenderer shall indicate in the Proposal all persons on whose capacity it relies by filling in the table which is attached as an Annex No 14 "A list of other entities on whose capacity Tenderer relies" of the Regulations and prove to the Contracting authority that the Tenderer will have available all the necessary resources for the fulfilment of the Contract by submitting a signed confirmation or agreement on cooperation and/or passing of resources to the Tenderer between such persons and the Tenderer. The confirmations and agreements on cooperation and passing of resources can be replaced with any other type of documents by which the Tenderer is able to prove that necessary resources will be available to the Tenderer and will be used during the fulfilment of the Contract.
- 9.1.2 Documents on cooperation and passing of resources must be sufficient to prove to the Contracting authority that the Tenderer will have the ability to fulfil Contract, as well as that during the validity of the Contract Tenderer will in fact use the resources of such person upon whose capacity it relies.
- 9.1.3 The Contracting authority shall require joint and several liability for the execution of the Contract between the:
- 9.1.4 Tenderer and a person on whose capacity Tenderer is relying to certify its financial and economic performance and who will be financially and economically responsible for fulfilment of the Contract;
- 9.1.5 each member of the partnership (if the Tenderer is a partnership) on whose capacity Tenderer is relying and who will be financially and economically responsible for fulfilment of the Contract.
- 9.2 The Tenderer may rely on the capacity of other persons only if these persons will provide services that require the relevant capacity.
- 9.3 If Tenderer is a partnership, the member of the partnership upon whose qualification the partnership relies to confirm that its qualification conforms to the requirements stipulated in the Regulations must provide the respective services for which the respective qualification was required.
- 9.4 The Procurement commission will evaluate the person on whose capacity Tenderer to whom the rights to conclude the Contract should be assigned is relying according to Section 8.1 of the Regulations. In case such person will comply with any of the exclusion grounds which are mentioned in Section 8.1 of the Regulations, the Procurement commission will request Tenderer to change such person. If the Tenderer will not submit documents about another person which complies with the selection criteria within 10 (ten) business days from the date when the request was issued or sent to the Tender, the Procurement commission will exclude such Tenderer from further participation in the Procurement.

## 10 SUBCONTRACTING

- 10.1 The Tenderer shall indicate in the Proposal all subcontractors of the Tenderer by filling in the table which is included in the Annex No 15 "A list of subcontractors for the Open competition" of the Regulations.
- 10.2 The Procurement commission will evaluate the subcontractor (the value of services to be provided by which amounts to at least EUR 10 000 (ten thousand euros)) of the Tenderer to whom the rights to conclude the Contract should be assigned according to Sections 8.1 of the Regulations. In case if subcontractor the value of services to be provided by which amounts to at least EUR 10 000 (ten thousand euros) will comply with any of the exclusion grounds mentioned in Section 8.1 of the Regulations, the Procurement commission will request Tenderer to change such subcontractor. If the Tenderer will not submit documents about another subcontractor which complies with the selection criteria within 10 (ten) business days from the date when the request was issued or sent to the Tender, the Procurement commission will exclude the Tenderer from further participation in the Procurement.

## 11 FINANCIAL PROPOSAL

- 11.1 The financial proposal shall be submitted as a part of Annex No 9 "Financial proposal for Lot No 1", Annex No 10 "Financial proposal for Lot No 2" and Annex No 11 "Financial proposal for Lot No 3".
- 11.2 The proposed prices shall be determined in euro without value added tax (hereinafter – VAT).
- 11.3 The proposed prices must be calculated and indicated with 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.
- 11.4 The proposed contract price shall include all taxes, fees and payments, an all costs related to the fulfillment of the specific work that can be reasonably estimated, except VAT.
- 11.5 The prices are fixed for all the term of the fulfillment of the Contract and are not recalculated except in cases stipulated in the Contract (if any).
- 11.6 If Tenderer's Financial proposal will not comply with all the requirements of Section 11 of the Regulations, it will be considered as non-compliant and will not be evaluated further.
- 11.7 If the Tenderer indicated the offered contract price in 0,00 EUR for any of the offered services in the Financial proposal, the Tenderer must provide detailed explanation of the essential conditions of the proposal (service costs, particularly favorable service conditions, service characteristics and originality, opportunities to receive business support) available to cover the specified service costs.

## 12 TECHNICAL PROPOSAL

- 12.1 The Technical Proposal shall be prepared in accordance with the form specified in Annex No 6 "Technical proposal for Lot No 1", Annex No 7 "Technical proposal for Lot No 2" and Annex No 8 "Technical proposal for Lot No 3" the Regulations, observing the requirements of the Contracting Authority included in the Technical specifications and the Regulations".
- 12.2 The Tenderer additionally adds to the Technical Proposal for the Lot No 3 "Health Insurance policies for RB Rail AS employees in Latvia" the following:
  - 12.2.1 Description of the basic program of health insurance, including special program conditions, list of unpaid services, as well as other exceptions or limitations for each insurance program;
  - 12.2.2 Descriptions of additional programs, including special program conditions, lists of unpaid services, as well as other exceptions or limitations for each insurance program;
  - 12.2.3 Terms of health insurance and procedures for the receipt of compensation;
  - 12.2.4 Terms of administration of the contract and procedures for making changes to the list of the insured persons.
- 12.3 The Tenderer shall prepare the Technical proposal for the entire volume of the procurement subject-matter (for the entire volume of the Lot of the procurement subject in which the Tenderer is taking part of).
- 12.4 The Tenderer in not entitled to interpret, amend or narrow the minimum requirements of the Contracting Authority specified in the Technical Specification including to make changes in the structure of the procurement forms published in the E-Tender Subsystem of the Electronic Procurement System.



## 13 CONTENTS AND FORM OF THE PROPOSAL

- 13.1 The Proposal must be submitted electronically on E-Tenders system of the Electronic Procurement System in accordance with the following options for the Tenderer:
- 13.1.1 by using the available tools of the E-Tender system, filling the attached forms of the E-Tender system for the Procurement;
  - 13.1.2 by preparing and filling the necessary electronic documents outside the E-Tenders system and attaching them to relevant requirements (in this situation the Tenderer takes responsibility for the correctness and compliance of the forms to requirements of documentation and form samples);
  - 13.1.3 by encrypting electronically prepared Proposal outside of the E-Tenders system with data protection tools provided by third parties, and protection with electronic key and password (in this situation, the Tenderer takes responsibility for the correctness and compliance of the forms to requirements of documentation and form samples as well as ensuring capability to open and read the document by the Contracting authority).
- 13.2 During preparation of the Proposal, the Tenderer shall respect the following requirements:
- 13.2.1 Each document mentioned in Section 13.3 of the Regulations must be filled separately, each in a separate electronic document in line with forms attached to Procurement in a Microsoft Office 2010 (or later) format and attached to the designated part of the Procurement (<https://www.eis.gov.lv/EKEIS/Supplier/Procurement/105610>) on E-Tenders system;
  - 13.2.2 Upon submission, the Tenderer signs the Proposal with secure electronic signature and time-stamp or with electronic signature provided by Electronic Procurement System. The Tenderer can use secure electronic signature and time-stamp<sup>12</sup> and sign Application form, Technical proposal, Financial proposal and other documents separately. The Proposal (its parts, if signed separately) is signed by an authorized person, including its authorization document (e.g. power of attorney) *expresis verbis* the authorisations to sign, submit and otherwise manage the documents.
- 13.3 Documents to be included in the Proposal:
- 13.3.1 Application for participating in the Open competition in accordance with Annex No 4 of the Regulations;
  - 13.3.2 Financial proposal in accordance with Section 11 and the Annex 9 and/or Annex No 10 and/or Annex No 11 of the Regulations;
  - 13.3.3 Technical proposal prepared in accordance with the Section 12 and the Annex No 6 and/or Annex 7 and/or Annex 8 of the Regulations;
  - 13.3.4 Information and documents confirming compliance of the Tenderer with the selection criteria for the Tenderers (set in Section 8 of the Regulations) or the corresponding ESPD;
  - 13.3.5 Information and documents relating to other entities on whose capacity Tenderer is relying (please see the Section 9 of the Regulations; form enclosed as Annex No 14 of the Regulations) or the corresponding ESPD;
  - 13.3.6 Information and documents relating to subcontractors (please see the Section 10 of the Regulations; form enclosed as Annex No 15 of the Regulations) or the corresponding ESPD.
- 13.4 The Proposal may contain original documents or their derivatives (e.g., copies). In the Proposal or in reply to a request of the Procurement commission Tenderer shall submit only such original documents which have legal force. In order for the document to gain legal force it has to be issued and formatted in accordance with the Latvian Law on Legal Force of Documents of the Republic of Latvia (<https://likumi.lv/ta/en/id/210205-law-on-legal-force-of-documents>), but public documents issued abroad shall be formatted and legalized in accordance with the requirements of the Document Legalization Law of the Republic of Latvia (<https://likumi.lv/ta/id/301436-dokumentu-izstradasanas-un-noformesanas-kartiba>). Public documents issued abroad can be self-approved by the Tenderer, if it is applicable by the legislation

---

<sup>12</sup> Qualified electronic signature within the meaning of REGULATION (EU) No 910/2014 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC.

of the respective country. When submitting the Proposal, the Tenderer has the right to certify the correctness of all submitted documents' derivatives and translations with one certification.

- 13.5 The Proposal must be signed by a person who is legally representing the Tenderer or is authorized to represent the Tenderer in the Procurement.
- 13.6 The Tenderer shall prepare Proposal in electronic form using the E-Tenders system available on <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/105610>.
- 13.7 The Proposal must be submitted in a written form in English or in Latvian (if submitted in Latvian, translation of the Proposal in English must be provided together with the Proposal).

## 14 ENCRYPTION OF THE PROPOSAL INFORMATION

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

## 15 SUBMISSION OF A PROPOSAL

- 15.1 The Proposal (documents referred to in the Section 13.3 of the Regulations) shall be submitted electronically using the E-Tenders system available on <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/105610> by:

**15 September 2023 till 11:00 (Riga time).**

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

## 16 OPENING OF PROPOSALS

- 16.1 The Proposals will be opened on the E-Tenders system on **15 September 2023 starting at 15:00** (Riga time) during the opening session. It is possible to follow the opening of submitted Proposals online on the E-Tenders system.
- 16.2 The Proposals will be opened by using the tools offered by the E-Tenders system. The proposed contract prices and other information that characterizes the Proposal (excluding confidential information) will be published on the E-Tenders system.
- 16.3 The information regarding the Tenderer, the time of Proposal submission, the proposed hourly rate and other information that characterizes the Proposal is generated at the opening of the Proposals by the E-Tenders system and written down in the Proposal opening sheet which will be published on the E-Tenders system and Contracting authority's webpage.

## 17 VERIFICATION OF PROPOSALS FOR COMPLIANCE

- 17.1 Following of the opening of the Proposals the Procurement commission verifies the compliance of Proposals received. The Procurement commission evaluates the Proposals in closed sessions.
- 17.2 The Procurement commission verifies whether the submitted Proposals comply with the requirements stipulated in the Section 13 of the Regulations and whether all required information and documents are submitted and selects for further evaluation the compliant Proposals.
- 17.3 The Procurement commission verifies whether the Tenderers comply with the selection criteria stipulated in the Section 8.2. – 8.4 of the Regulations and selects compliant Tenderers for further evaluation.

## 18 VERIFICATION OF TECHNICAL PROPOSAL

18.1 The Procurement commission verifies whether the submitted Technical proposals comply with the requirements stipulated in Section 12 of the Regulations and Technical specification and selects for further evaluation the compliant Technical proposals.

## 19 VERIFICATION OF FINANCIAL PROPOSALS

19.1 The Procurement commission verifies whether the submitted Financial proposals comply with the requirements stipulated in Section 11 of the Regulations and Tenderers have filled in the Annex No 9 “Financial proposal for Lot No 1” and/or Annex No 10 “Financial proposal for Lot No 2” and/or Annex No 11 “Financial proposal for Lot No 3” in accordance with the requirements.

19.2 The Procurement commission verifies whether there are any arithmetical errors, whether an abnormally low Proposal has been received, as well as assesses and compares the proposed contract prices.

19.3 The Procurement commission informs the Tenderer whose arithmetical errors have been corrected about the correction of arithmetical errors and the corrected Financial proposal.

19.4 When evaluating the financial proposal, the Procurement commission takes corrections into account.

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

19.6 The Procurement commission further evaluates the compliant Proposals which have not been declared as abnormally low proposals.

## 20 CONTRACT AWARD CRITERIA

20.1 The Procurement commission will determine the most economically advantageous proposal in each lot of the Procurement. The Tenderer whose Proposal will be recognized as the most economically advantageous, shall be recognized as the Tenderer who would be granted the right to enter into a contract.

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

20.3 **The most economically advantageous criteria for Lot No 1 “Health Insurance policies for RB Rail AS employees in Lithuania”:**

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

20.3.2. The economically most advantageous proposal shall be the Proposal which will receive the highest sum of the scored for both criteria B1 and B2 in total:

No.	Evaluation criterion	Maximum points
B1	Outpatient health care sum insured	70
B2	All medical services sum insured	30
	<b>Total points:</b>	<b>100</b>

20.3.3. **Outpatient health care sum insured.** The Proposal with the highest outpatient health care coverage limit will receive a maximum number of points: 70 points in total. The points for each subsequent Proposal are calculated using the following formula:

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

N - points awarded to the Tenderer;  
 $X_s$  -the Tender with the highest outpatient health care coverage of all the Tenders;  
 $X_p$  - highest outpatient health care coverage submitted by a particular Tenderer  
 $X_h$  - share of points.

20.3.4. **All medical services sum insured.** The Proposal with the highest all medical services insurance coverage limit will receive maximum number of points: 30 points in total. The points for each subsequent Proposal are calculated using the following formula:

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

N - points awarded to the Tenderer;  
 $X_s$  -all medical services sum insured of the Tender submitted by a particular Tenderer;  
 $X_p$  -the highest limit of all medical services coverage out of all Tenders;  
 $X_h$  -share of points.

20.3.5. Procurement commission shall sum up the points obtained by each Tenderer and the Contract shall be awarded to the Tenderer whose Proposal obtains the highest score for both criteria B1 and B2 together.

20.3.6. The accuracy of number of points obtained in Criterion B1 and B2 is two decimal places. The third decimal place is considered when rounding the points – respectively, if its value is from 5 to 9, the second decimal place is rounded up.

20.3.7. In case several Tenderers will obtain equal number of points, Procurement commission shall award the right to conclude the contract to the Tenderer which will obtain higher score for criterion B1 “Outpatient health care”. If also this score will be equal, Procurement commission will invite representatives of those Tenderers and organize a draw. In situation, when representatives of Tenderers choose to not be present at the draw, Procurement commission will carry out the draw without representatives of Tenderers present.

**20.4. The most economically advantageous criteria for Lot No 2 “Health Insurance policies for RB Rail employees in Estonia”:**

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

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

No.	Evaluation criterion	Maximum points
C1	Outpatient health care sum insured	70
C2	Dental treatment sum insured	30
	<b>Total points:</b>	<b>100</b>

20.4.3. **Outpatient health care sum insured.** The Tenderer the highest coverage limit will receive a maximum number of: 70 points in total. The points for each subsequent Tender are calculated using the following formula:

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

N - points awarded to the Tenderer;  
 $X_s$  -all medical services sum insured of the Tender submitted by a particular Tenderer;

$X_p$  -the highest limit of all medical services coverage out of all Tenders;

$X_h$  -share of points.

- 20.4.2. **Dental treatment sum insured.** The highest dental insurance coverage limit will receive maximum number of points: 30 points in total. The points for each subsequent Tender are calculated using the following formula:

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

N - points awarded to the Tenderer;

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

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

$X_h$  - maximum points for criterion C2.

- 20.4.4. Procurement commission shall sum up the points obtained by each Tenderer and the Contract shall be awarded to the Tenderer whose Proposal obtains the highest score for both criteria C1 and C2 together.
- 20.4.5. The accuracy of number of points obtained in Criterion C1 and C2 is two decimal places. The third decimal place is considered when rounding the points – respectively, if its value is from 5 to 9, the second decimal place is rounded up.
- 20.4.3. In case several Tenderers will obtain equal number of points, Procurement commission shall award the right to conclude the contract to the Tenderer which will obtain higher score for criterion C1 "Outpatient health care". If also this score will be equal, Procurement commission will invite representatives of those Tenderers and organize a draw. In situation, when representatives of Tenderers choose to not be present at the draw, Procurement commission will carry out the draw without representatives of Tenderers present.

**20.5. The most economically advantageous criteria for Lot No 3 "Health Insurance policies for RB Rail employees in Latvia":**

- 20.5.1 The Proposal selection criterion is the most economically advantageous proposal, according to the evaluation methodology described in this Section below.
- 20.5.2 The most economically advantageous proposal shall be the Proposal which will receive the highest sum of scores according to the formula:  $S=A+B+C+D+E+F+G+H+I+J$ , for all following criteria (A, B, C, D, E, F, G, H, I, J) in total in accordance with the maximum points to be obtained.
- 20.5.3 Procurement commission shall sum up the points obtained by each Tenderer and the Contract shall be awarded to the Tenderer whose Proposal obtains the highest score (S) according to the proposal assessment table (Section 20.3.2.) for all criteria (A, B, C, D, E, F, G, H, I, J) together.

Designation	Proposal assessment criteria for the basic program	Calculation	Maximum score of the criterion			
A	3.1. Insurance policy price (premium) for the framework program per person (maximum amount <b>426.00 EUR</b> ).	<table border="1"> <tr> <td>Cheapest offer price</td> <td rowspan="2" style="text-align: center; vertical-align: middle;"><b>x 3</b></td> </tr> <tr> <td>price of the specific offer</td> </tr> </table>	Cheapest offer price	<b>x 3</b>	price of the specific offer	A = 3
Cheapest offer price	<b>x 3</b>					
price of the specific offer						
B	3.3.1. The minimum requirements of the Framework Program for one person with a <b>total sum insured not less than 3000 EUR (three thousand euros)</b> per year for outpatient and inpatient services. The maximum insurance amount to be assessed is not more than 6000 EUR (six thousand euros).	<table border="1"> <tr> <td>Particular limit</td> <td rowspan="2" style="text-align: center; vertical-align: middle;"><b>x 3</b></td> </tr> <tr> <td>Highest proposed limit</td> </tr> </table>	Particular limit	<b>x 3</b>	Highest proposed limit	B = 3
Particular limit	<b>x 3</b>					
Highest proposed limit						

C	<p>3.4.1. Consultations of doctors - specialists, incl. paid general practitioner, internist, surgeon, neurologist, urologist, oncologist, phlebologist, infectologist, traumatologist, orthopedist, gynecologist, endocrinologist, cardiologist, rheumatologist, nephrologist, gastroenterologist, proctologist, pulmonologist, allergist, immunologist, otolaryngologist, ophthalmologist, hematologist, occupational physician, dermatologist, physiotherapist, physical medicine doctor, manual therapist, rehabilitologist, etc. First-time and repeated consultations without additional restrictions not less than <b>35 EUR</b> (threety-five euros) per consultation.</p>	<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">Specific limit</td> <td rowspan="2" style="text-align: center; vertical-align: middle;"><b>x 30</b></td> </tr> <tr> <td style="text-align: center;">Largest offered limit</td> </tr> </table>	Specific limit	<b>x 30</b>	Largest offered limit	C = 30			
Specific limit	<b>x 30</b>								
Largest offered limit									
D	<p>3.5.1 Medical procedures and therapeutic manipulations, incl. injections, infusions, blockings, dressings, punctures, manipulations in surgery, gynecology, urology, ophthalmology, dermatology, LOR manipulations, etc., payment for services not less than <b>25 EUR</b> (twenty-five euros) for manipulation. The maximum insurance amount to be assessed is 50 EUR (fifty euros).</p>	<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">Particular limit</td> <td rowspan="2" style="text-align: center; vertical-align: middle;"><b>x 5</b></td> </tr> <tr> <td style="text-align: center;">Highest proposed limit</td> </tr> </table>	Particular limit	<b>x 5</b>	Highest proposed limit	D = 5			
Particular limit	<b>x 5</b>								
Highest proposed limit									
E	<p>3.5.3 A wide range of diagnostic (instrumental) examinations, incl. X-ray diagnostics of organs and parts of the body, RTG examination in several planes, digital fluorography, mammography, sonoscopy and dopplerography, vascular examination, ultrasonography of various parts and organs of the body – abdominal cavity organs, joints, prostate, lymph nodes, etc., non-invasive examinations of the heart, electrocardiogram, echocardiography, Holter monitoring, veloergometry, etc., breathing test, audiography, bronchoscopy, cystoscopy, electro-encephalogram, electromyography etc. examinations. Payment for one diagnostic examination not less than <b>35 EUR</b> (thirty-five euros). The maximum limit to be assessed is not more than 100 EUR (one hundred euros) per examination.</p> <p>3.5.4 High-tech diagnostic examinations, incl. computed tomography examinations with/without contrast medium, magnetic resonance imaging with/without contrast medium, endoscopy examinations (incl. fibrogastroscopy and colonoscopy), 3- and 4-dimensional examinations, scintigraphic examinations and other expensive technology examinations with a limit during the insurance period not less than <b>200 EUR</b> (two hundred euros) without sublimits and restrictions, without applying the price list. The maximum value to be assessed shall not be more than EUR 750 (seven hundred and fifty euros) per year.</p>	<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">Particular limit</td> <td rowspan="2" style="text-align: center; vertical-align: middle;"><b>x 15</b></td> </tr> <tr> <td style="text-align: center;">Highest proposed limit</td> </tr> </table> <p style="text-align: center;">+</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">Particular limit</td> <td rowspan="2" style="text-align: center; vertical-align: middle;"><b>x 15</b></td> </tr> <tr> <td style="text-align: center;">Highest proposed limit</td> </tr> </table>	Particular limit	<b>x 15</b>	Highest proposed limit	Particular limit	<b>x 15</b>	Highest proposed limit	E = 15 + 15 = 30
Particular limit	<b>x 15</b>								
Highest proposed limit									
Particular limit	<b>x 15</b>								
Highest proposed limit									

F	3.5.6 Paid inpatient care. The minimum insurance amount for daily and round-the-clock inpatient services is not less than 900 EUR (nine hundred euros) in the period and for one case of hospitalization. The maximum insurance amount to be assessed is not more than 1800 EUR (one thousand eight hundred euros) in the period and for one case of hospitalization.	<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">Specific limit</td> <td rowspan="2" style="vertical-align: middle; padding: 0 10px;">x 8</td> </tr> <tr> <td style="text-align: center;">Largest offered limit</td> </tr> </table>	Specific limit	x 8	Largest offered limit	F = 8
Specific limit	x 8					
Largest offered limit						
G	3.6 Dental and oral hygiene services with 50% payment, with a limit of not less than 150 EUR (one hundred and fifty euros) per year. Maximum value limit not more than 500 EUR (five hundred euro) per year.	<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">Particular limit</td> <td rowspan="2" style="vertical-align: middle; padding: 0 10px;">x 15</td> </tr> <tr> <td style="text-align: center;">Highest proposed limit</td> </tr> </table>	Particular limit	x 15	Highest proposed limit	G = 15
Particular limit	x 15					
Highest proposed limit						
<b>Purchase of additional programs from employee`s personal funds</b>						
H	4.1 Purchase of medication, without limitation of medication for groups and cases of illness with 50% payment, with a limit of 70 EUR (seventy euros) per year, premium (for groups starting from 15 persons).	<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">Cheapest offer price</td> <td rowspan="2" style="vertical-align: middle; padding: 0 10px;">x 2</td> </tr> <tr> <td style="text-align: center;">price of the specific offer</td> </tr> </table>	Cheapest offer price	x 2	price of the specific offer	H=2
Cheapest offer price	x 2					
price of the specific offer						
I	4.2 Payment for sports lessons, 4 times a month, 4 EUR (four euros) for 1 time, bonus (for groups from 25 people).	<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">Cheapest offer price</td> <td rowspan="2" style="vertical-align: middle; padding: 0 10px;">x 2</td> </tr> <tr> <td style="text-align: center;">price of the specific offer</td> </tr> </table>	Cheapest offer price	x 2	price of the specific offer	I=2
Cheapest offer price	x 2					
price of the specific offer						
J	4.3 Outpatient rehabilitation with a referral from the attending physician, with a limit of no less than 150 EUR per year, premium (for groups starting from 50 persons)	<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">Cheapest offer price</td> <td rowspan="2" style="vertical-align: middle; padding: 0 10px;">x 2</td> </tr> <tr> <td style="text-align: center;">price of the specific offer</td> </tr> </table>	Cheapest offer price	x 2	price of the specific offer	J=2
Cheapest offer price	x 2					
price of the specific offer						
<b>TOTAL:</b>			<b>100 points</b>			

- 20.5.4 Procurement commission shall sum up the points obtained by each Tenderer and the Contract shall be awarded to the Tenderer whose Proposal obtains the highest score (S) according to the proposal assessment table (Section 20.5.3.) for all criteria (A, B, C, D, E, F, G, H, I, J) together.
- 20.5.5 The accuracy of number of points obtained in criteria (A, B, C, D, E, F, G, H, I, J) is two decimal places. The third decimal place is considered when rounding the points – respectively, if its value is from 5-9, the second decimal is rounded up.
- 20.5.6 In case several Tenderers will obtain equal number of points, Procurement commission shall award the right to conclude the contract to the Tenderer which will obtain higher score for criterion B "Tenderer's price list for specialist medical consultations". If also this score will be equal, Procurement commission will invite representatives of those Tenderers and organize a draw. In situation, when representatives of Tenderers choose to not be present at the draw, Procurement commission will carry out the draw without representatives of Tenderers present.

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

- 21.1 Prior to making the decision about assigning rights to conclude the Contract, the Procurement commission performs a check regarding the existence of grounds of exclusion for Tenderer, members of a partnership (if the Tenderer is a partnership), persons on whose capacity Tenderer is relying on to certify its compliance with the requirements and subcontractors.
- 21.2 If the Procurement commission establishes that in the information system determined by the Cabinet of the Republic 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 Immovable Property Tax of the State Revenue Service

- Tenderer;
- member of a partnership (if the Tenderer is a partnership);
- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;
- person on whose capacity the Tenderer is relying to certify its compliance with the requirements;
- beneficial owner of the Tenderer; or
- person who has decisive influence in the Tenderer on the basis of participation within the meaning of the laws and regulations regarding groups of companies (concern);

has outstanding tax liabilities on the last day of the time limit for the submission of Proposals or on the day when the decision is taken to possibly award the Contract, the Procurement commission will set the time limit - three working days after the day of sending an information request - for the submission of the evidence - a statement from the Electronic Declaration System of the State Revenue Service, a statement issued by a local government that the relevant person did not have debts of the immovable property tax or any other objective evidence regarding non-existence of tax debts or tax liabilities - that the Tenderer or any other person listed above in this Section of the Regulations did not have any outstanding tax liabilities on the relevant day.

- 21.4 If the Tenderer fails to submit required evidence before the deadline, the Procurement commission excludes the Tenderer from participation in the Open competition.
- 21.5 Change of persons on whose capacity Tenderer is relying on to certify its compliance with the requirements or subcontractors the value of the services to be provided by which amounts to at least EUR 10 000 is performed in accordance with Sections 9.4 and 10.2 of the Regulations respectively.
- 21.6 In the event the Tenderer or partnership member (if the Tenderer is a partnership) fails to comply with requirements stipulated in Section 8.1 of the Regulations (except Section 8.1.2, 8.1.12 – 8.1.13 of the Regulations) and has indicated this in the Proposal, upon Procurement commission's request it submits an explanation about the implemented measures in order to restore reliability and prevent occurrences of the same or similar violations in future, as well as attaches evidence which proves the implemented measures, such as but not limited to evidence about compensating damages, on cooperation with investigating authorities, implemented technical, organizational or personnel measures, an assessment of a competent authority regarding the sufficiency of the implemented measures etc. The Procurement commission assesses such information. If the Procurement commission deems the measures taken are sufficient for the restoration of reliability and the prevention of similar cases in the future, it makes the decision not to exclude the Tenderer from participation in the Open competition. If the measures taken are insufficient, Procurement commission makes the decision to exclude the Tenderer from further participation in the Open competition. If the Tenderer within the indicated time does not submit the requested information, Procurement commission excludes the Tenderer from participation in the Open competition.

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

- 22.1 The Procurement commission selects Tenderers in accordance with the set selection criteria for Tenderers, verifies the compliance of the Proposals with the requirements stipulated in the Regulations and chooses the Proposal in accordance with the contract award criteria as described in Section 20 of the Regulations. In each Lot the most economically advantageous Proposal shall be selected.
- 22.2 Within 3 (three) business days from the date of decision about the Open competition results the Procurement commission informs all the Tenderers about the decision made by sending the information by post or electronically (including on the E-Tenders system) and keeping the evidence of the date and means of sending the information. The Procurement commission announces the name of the chosen Tenderer, indicating:
- 22.2.1 to the rejected Tenderer - the reasons for rejecting its Proposal;
  - 22.2.2 to the Tenderer who has submitted compliant Proposal - the characterization of the chosen Proposal and the relative advantages;
  - 22.2.3 the deadline by which the Tenderer may submit a complaint to the Procurement Monitoring Bureau regarding violations of the public procurement procedure.
- 22.3 If the Procurement is terminated (in any particular lot or in general), the Procurement commission within 3 (three) business days simultaneously informs all Tenderers about all the reasons why the Open competition



is terminated and informs about the deadline within which a Tenderer may submit a complaint to the Procurement Monitoring Bureau regarding the violations of the public procurement procedure.

- 22.4 The Procurement commission when informing about the results has the right not to disclose specific/confidential information, if it may infringe upon public interests or if the Tenderer's legal commercial interests or the conditions of competition would be violated.
- 22.5 As soon as possible but not later than within 5 (five) business days from day when the decision about the results of the Open competition is taken, the Procurement commission prepares a report of the Open competition and publishes it on the Contracting authority's profile in E-Tenders system's webpage <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/105610> and on Contracting authority's webpage <https://www.railbaltica.org/tenders/>.
- 22.6 The selected Tenderer upon receiving the notification from the Procurement commission must:**
- 22.6.1 within 5 (five) business days - to submit to the Contracting authority a copy of a partnership agreement or notification regarding the establishment of the partnership, if required pursuant to requirements under the Section 7.1.2.1 of the Regulations;
- 22.6.2 within 10 (ten) days from receiving the invitation - to sign the Contract.
- 22.7 The Contract in each Lot will be concluded based on the selected Tenderer's Proposal and in accordance with the Annex No 16 "Draft contract" of the Regulations for specific Lot.
- 22.8 The Procurement commission has the right to choose the next most economically advantageous Proposal, if the Tenderer in the time stipulated by the Regulations:
- 22.8.1 refuses to conclude a partnership agreement or to establish the partnership in the cases and deadlines defined by the Regulations or in the cases and deadlines defined by the Regulations does not submit a copy of the partnership agreement or does not inform of the founding of a partnership company;
- 22.8.2 refuses to conclude the Contract or does not submit a signed Contract within the deadlines defined in the Regulations.
- 22.9 In any of such cases mentioned in the Section 22.8 of the Regulations, the Procurement commission is entitled to terminate the Procurement without selecting any Proposal or to select the Proposal with the next most economically advantageous Proposal. For either of these decisions a written decision must be made.

## 23 ANNEXES

1. Annex No 1 – Technical specification for Lot No 1 "Health Insurance policies for RB Rail AS employees in Lithuania" on 4 (four) sheets;
2. Annex No 2 – Technical specification for Lot No 2 "Health Insurance policies for RB Rail AS employees in Estonia" on 3 (three) sheets;
3. Annex No 3 – Technical specification for Lot No 3 "Health Insurance policies for RB Rail AS employees in Latvia" on 5 (five) sheets;
4. Annex No 4 – Application for participation in Open competition (for all three Lots) on 2 (two) sheets;
5. Annex No 5 – Confirmation of the Tenderers financial standing (for all three Lots) on 1 (one) sheets;
6. Annex No 6 – Technical proposal for the Lot No 1 on 4 (four) sheets;
7. Annex No 7 – Technical proposal for the Lot No 2 on 4 (four) sheets;
8. Annex No 8 – Technical proposal for the Lot No 3 on 3 (three) sheets;
9. Annex No 9 – Financial proposal for the Lot No 1 on 1 (one) sheet;
10. Annex No 10 – Financial proposal for the Lot No 2 on 1 (sheet);
11. Annex No 11 – Financial proposal for the Lot No 3 on 1 (one) sheet;
12. Annex No 12 – Description of Tenderers previous experience (for all three Lots) on 3 (three) sheets;
13. Annex No 13 – Information about the Contract Manager (for all three Lots) on 1 (one) sheet;
14. Annex No 14 – A list of entities on whose capacity Tenderer relies on (form) on 1 (one) sheet;

15. Annex No 15 – A list of subcontractors on 1 (one) sheet;
16. Annex No 16– Draft contract (for all three Lots) on 18 (eighteen) sheets.

Procurement commission chairperson

Z. Nore

**ANNEX NO 1: TECHNICAL SPECIFICATION FOR LOT NO 1****TECHNICAL SPECIFICATION**

for Open competition  
"Health Insurance policies for RB Rail AS employees"  
(ID No RBR 2023/6)

Lot No 1 "Health Insurance policies for RB Rail as employees in Lithuania"

**1. GENERAL PROVISIONS**

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

**2. INSURANCE SERVICE RATES**

- 2.1. The Tenderer shall submit a proposal for services, the insurance premium for which is fixed at **EUR 426.00** (four hundred and twenty-six euros) annually per employee and the insurance premium must be valid for 1 (one) year, taking into account the preliminary number of Insured Persons (clause 1.2.).
- 2.2. Sums insured for the new added employees stays full.
- 2.3. In case of new inclusions, the insurance premium is calculated as follows: insurance premium is calculated on the principle of proportionality: monthly premium is multiplied by the number of months remaining until the end of the policy.
- 2.4. Policyholder undertakes to inform the Insured about the termination of his / her insurance coverage.

**3. ADDITIONAL CONDITIONS OF SERVICES**

- 3.1. In case of an insured event, the Insured may apply to any institution or company entitled to provide health care, pharmaceutical and optical services in accordance with the procedure established by the legal acts of the Republic of Lithuania.
- 3.2. According to Insurance policy conditions, all insured persons have a possibility to have either plastic insurance card provided or an electronic insurance card.
- 3.3. At the request of the Policyholder, the Insurer shall submit a report on the use of the Services (loss ratio) by the Insured. The report shall be presented for each group of services (risks insured), annual adjusted total premium, and data on changes in the number of employees.
- 3.4. The Insured must notify the Insurer about the Insured Event during the term of the Contract. If the service was received in the last month of the contract, within 30 days from the date of end or termination of the contract.

**4. INFORMATION ABOUT THE INSURED**

- 4.1. Average age – 36\* years;  
\* the data are variable - the data provided are for current employees; an increase in the number of employees is planned for the day of concluding the contract.

**5. REQUIREMENTS FOR INSURANCE SERVICES**

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

No.	Risk Insured*	Sum Insured required / coverage
		option
1.	Outpatient health care, <i>day-surgery, day-stationary**</i>	Tenderers proposed sum insured, EUR (Required minimum sum insured 2000 EUR) / 80 %
2.	Inpatient treatment in public hospitals	2000 EUR / 100 %
3.	Prophylaxis, vaccination, pregnancy care	100 EUR / 100 %
4.	All medical services	Tenderers proposed sum insured, EUR (Required minimum sum insured 50 EUR) / 100 %
	<b>Annual fixed premium per person</b>	<b>426 EUR</b>

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

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

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

## 6. DESCRIPTION OF INSURED EVENTS

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

- 6.1.1. Consultations and services provided by family doctor or medical/doctor specialists, nurses, diagnostic (laboratory and instrumental) examinations prescribed by a doctor in health care institutions and / or home visits, in case of medical indications appears.
- 6.1.2. Outpatient treatment services are reimbursed if the Insured has filed a complaint, even if the illness has not been diagnosed or has not been confirmed by medically justified examinations by a doctor.
- 6.1.3. Expenses are reimbursed for additional changes in the Insured's health or other illnesses diagnosed by a doctor during the consultation, which are not related to the original reason for the Insured's application.
- 6.1.4. Monitoring of the diagnosed disease, postoperative condition, as well as the condition of the chronic disease, which is performed by a specialist doctor at regular intervals, prescribing examinations, treatment and recommendations as necessary.
- 6.1.5. Diagnosis and treatment of internal organ non-malignant tumour's, subcutaneous and skin tumour's: warts, non-typical and dysplastic moles, approved by siascope.
- 6.1.6. Diagnosis of capillary diseases and varicose veins, treatment only at the stage C3-C6 (by CEAP system) in case of medical indications.
- 6.1.7. Diagnosis and treatment of foot bones, ligaments, tendons, joints and muscles.
- 6.1.8. Diagnosis and treatment of chronic degenerative diseases.
- 6.1.9. Diagnosis and treatment of systemic and autoimmune diseases.
- 6.1.10. Allergen tests.
- 6.1.11. Sex hormone tests.
- 6.1.12. Diagnosis and treatment of oncological diseases, regardless of the stage of the disease (also after diagnosis).
- 6.1.13. Diagnosis of congenital diseases / anomalies and / or treatment of their complications.
- 6.1.14. Psychotherapeutic treatment for up to 12 sessions during the insurance contract period, provided in a licensed health care institution Medical documentation is not required to pay for the specified services.
- 6.1.15. Consultations of dietician (except treatment of overweight, obesity).
- 6.1.16. Outpatient services, including computed tomography, magnetic resonance imaging, positron emission tomography, are reimbursed independently from the possibility to get it in part reimbursed by the Compulsory Health Insurance Fund.

**6.2. Day-surgery, day stationary**

- 6.2.1. Therapeutic and / or surgical profile services provided to the Insured in private and public health care institutions, which were necessary due to a health disorder (acute illness, chronic illness, exacerbation of a chronic illness and / or accident), in case of medical indications.
- 6.2.2. Day surgery services must be included in the annex to the order of the minister of Health of the Republic of Lithuania No. V-225 dated 11.02.2016 or later versions.
- 6.2.3. Medical aids, devices, including tissue substitutes, plates / screws / staples, implants, suture kits, prostheses (excluding endoprostheses) etc., prescribed by a doctor and used in a hospital.
- 6.2.4. Services are paid for independently, whether or not the institution has a contract with a territorial health insurance fund.
- 6.2.5. The number of day surgery and day hospital services is not limited.
- 6.2.6. Day hospital care services according to disease treatment profiles are specified in the Order of Minister of Health – 14.06.2017 annex V-730 or later versions.
- 6.2.7. Diagnosis and treatment of - internal organ non-malignant tumour's, subcutaneous and skin tumour's: warts, non-typical and dysplastic moles, approved by siascope.
- 6.2.8. Diagnosis of capillary diseases and varicose veins, treatment only at the stage C3-C6 (by CEAP system) in case of medical indications. Diagnosis and treatment of foot bones, ligaments, tendons, joints and muscles;
- 6.2.9. Diagnosis and treatment of oncological diseases, regardless of the stage of the disease (also after diagnosis).
- 6.2.10. Diagnosis of congenital diseases / anomalies and / or treatment of their complications.
- 6.2.11. Day hospital and day surgery services have to be agreed with the Insurer in advance.
- 6.2.12. Prescribed mandatory diagnostics / examinations before a day stationary or day surgery services.

**6.3. Inpatient treatment in public hospitals**

- 6.3.1. Reimbursement of medically justified services provided to the Insured due to acute illness, chronic illness, exacerbation of chronic illness and / or accident. Reimbursement of expenses in public medical institutions for:
  - 6.3.1.1. Therapeutic and surgical treatment.
  - 6.3.1.2. Research and consulting.
  - 6.3.1.3. Disposable instruments for treatment, medical aid, orthopaedic techniques and nursing facilities.
  - 6.3.1.4. Nursing services.
  - 6.3.1.5. Comfort services (single or double ward, etc.).
  - 6.3.1.6. Applicable conditions 6.2.3. – 6.2.6., 6.2.7. – 6.2.12.
  - 6.3.1.7. Prescribed mandatory diagnostics / examinations before Inpatient treatment.

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

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

**6.5. All medical services.** Reimbursable services:

- 6.5.1. Outpatient treatment.
- 6.5.2. Day surgery, day hospital services.
- 6.5.3. Inpatient treatment.
- 6.5.4. Nursing services.

## "Health Insurance policies for RB Rail AS employees"

- 6.5.5. Rehabilitation treatment: massages (therapeutic-classical), physiotherapy procedures, physiotherapy procedures, manual therapy, occupational therapy, peloid therapy, water procedures (balneotherapy, mud baths), therapeutic showers, etc.).
- 6.5.6. Prophylaxis, vaccination, pregnancy care (6.4. description).
- 6.5.7. Medicines, vitamins, food supplements, medical aids, medical devices.
- 6.5.8. Dentistry.
- 6.5.9. Optics.
- 6.5.10. All services must be provided in a licensed health care institution. Doctors' prescriptions, extracts, etc. are not required.

## ANNEX NO 2: TECHNICAL SPECIFICATION FOR NO 2

### TECHNICAL SPECIFICATION

for Open competition  
“Health Insurance policies for RB Rail AS employees”  
(ID No RBR 2023/6)

Lot No 2 “Health Insurance policies for RB Rail as employees in Estonia”

#### 1. GENERAL PROVISIONS

- 1.1. Area of validity – Estonia.
- 1.2. Insurance services will be purchased for the Contracting authority’s employees in Estonia. Preliminary number of Insured - 30 employees. Contracting authority does not undertake to purchase the total amount of preliminary insurance services specified in this clause but may exceed it. The Contracting authority keeps the right to purchase smaller amount of preliminary insurance policies. All insured persons have national health insurance.
- 1.3. The insurance cover must include all the services listed in the specification, but does not limit the insurer's standard terms and conditions. If the described service narrows the insurance coverage included in the standard terms and conditions, the provisions of the standard terms and conditions remain valid.
- 1.4. According to Insurance policy conditions, all insured persons have a possibility to have an either plastic insurance card provided or electronic insurance card.
- 1.5. The insurer may allow family member (s) of the insured employees to purchase the insurance services described in p. 2 within 30 days from the entry into force of the insurance policy. The insurance premium is paid in one instalment. Please describe the special condition for insuring family members in free form in the offer.

#### 2. INSURANCE SERVICE RATES

- 2.1 The Tenderer shall submit a proposal for services, the insurance premium for which is fixed at EUR 400.00 (four hundred euros) annually per employee and the insurance premium must be valid for 1 (one) year.
- 2.2 **Sum insured per employee during the insurance period in total:** minimum 3850 EUR.
- 2.3 **Insurance cover must include at least the following risks:**

Risk Insured	Sum insured	Deductible
Outpatient medical services*	Tenderers proposed sum insured, EUR (Required minimum sum insured 1000 EUR)	20%
Psychological and psychiatric counselling and treatment*	300 EUR	20%
Vaccination	50 EUR	10%
Inpatient medical services	2000 EUR	10%
Preventive health checks	100 EUR	20%
Outpatient rehabilitation	200 EUR	20%
Dental treatment	Tenderers proposed sum insured, EUR (Required minimum sum insured 200 EUR)	30%
<b>Annual fixed premium per person</b>	400 EUR	

\*The services of psychological and psychiatric counselling and treatment may be included in the outpatient treatment service. In this case, the compensation limit for outpatient treatment is EUR 1300 and the number of counselling sessions is at least 5 times during the insurance period.

### 3. CONTENT OF RISKS INSURED

#### 3.1 Outpatient medical services:

- 3.1.1 Appointment and consultation fees of the health care provider;
- 3.1.2 Medically indicated analyses, tests, examinations, and procedures based on the physician's prescription;
- 3.1.3 Telemedicine services;
- 3.1.4 Day care services in hospital if the Insured leaves the hospital on the same day;
- 3.1.5 Removal of birthmarks and skin lesion on medical indications;
- 3.1.5 Sublimit does not apply to specific diagnostics (X-Ray, MRT, tomograph, laser procedures etc);
- 3.1.6 Chronic diseases or traumas diagnosed before the insurance contract entered into force are not excluded.

#### 3.2 Psychological and psychiatric counselling and treatment:

- 3.2.1 Psychological and psychiatric visit and consultation fees.

#### 3.3 Vaccination:

- 3.3.1 Vaccinations given during the insurance period;
- 3.3.2 List of vaccines.

#### 3.4 Inpatient medical services:

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

#### 3.5 Preventive health checks:

- 3.5.1 Health tests without medical indication and/or physician's referral: sports physician's consultations, physical stress tests, allergy tests, laboratory analyses etc.

#### 3.6 Inpatient medical services:

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

#### 3.7 Dental treatment:

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

### 4. GENERAL EXCLUSIONS

Policy Holder does not claim compensation for the following costs, but does not, however, preclude their provision:

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



- 4.6 Costs related to contraceptive devices and drugs, infertility diagnosis and treatment (incl. laparoscopic surgeries) or artificial insemination;
- 4.7 Costs related to pregnancy and childbirth;
- 4.8 Costs of alternative and unconventional medicine services, incl. consultation, tests, diagnostics and medicines, such as acupuncture, reflexology, homoeopathy, aromatherapy, bioresonance diagnostics, ayurveda therapy, needle therapy, naturopathy;
- 4.9 Costs of sleep therapy or services related to sleep disorders, incl. consultation, treatment, diagnostics and medicines;
- 4.10 Costs of a surgery to correct visual acuity, bariatric surgery, varicose vein surgery, sclerotherapy, immunotherapy or barotherapy;
- 4.11 Costs of food supplements, diet and special food;
- 4.12 Costs of teeth whitening and other dental treatment for cosmetological purposes.

## 5. PRINCIPLES OF CLAIMS HANDLING

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

## 6. POLICY ADMINISTRATION

Policy Holder does not claim compensation for the following costs, but does not, however, preclude their provision:

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

## ANNEX NO 3: TECHNICAL SPECIFICATION FOR LOT NO 3

### TECHNICAL SPECIFICATION

for Open competition  
“Health Insurance policies for RB Rail AS employees”  
(ID No RBR 2023/6)

Lot No 3 “Health Insurance policies for RB Rail as employees in Latvia”

#### 1. TECHNICAL SPECIFICATION

- 1.1. Insurance services will be purchased for the Contracting authority's employees in Latvia. Preliminary number of Insured – 150 (one hundred fifty) employees. The contracting authority does not undertake to purchase the total amount of preliminary insurance services specified in this clause but may exceed it. The Contracting authority keeps the right to purchase smaller amount of preliminary insurance policies.
- 1.2. The place of health insurance of the Contracting authority's employees is the entire territory of the Republic of Latvia, and the health insurance of employees operates 24 (twenty-four) hours a day seven days a week.
- 1.3. The Tenderer shall submit a proposal for services, the insurance premium for which does not exceed EUR 426.00 (four hundred and twenty-six euros) annually per employee, excluding additional programs.

#### 2. TENDERER

- 2.1 When concluding a health insurance contract, as well as making changes during the term of validity of the health insurance contract, provide health insurance without age limit for insurable employees and without requiring additional documentation.
- 2.2 Ensure receipt of insurance services without a waiting period.
- 2.3 Ensure there is no additional fee for plastic health insurance cards.
- 2.4 Ensure the receipt of insurance compensation not longer than within 15 (fifteen) calendar days after submission of the necessary documents if the insured person has paid for the medical treatment service from their personal funds.
- 2.5 Ensure the possibility to apply for compensation in electronic form by making the payment of the indemnity within 2 (two) working days from the moment of receipt of all the necessary documents.
- 2.6 Receipt of insurance compensation during the entire policy period, but no later than within 30 days after the policy expiration date, by submitting to the Tenderer personalized documents confirming payment, necessary medical documentation, etc. necessary information.
- 2.7 Ensure treatment of acute and chronic diseases and their exacerbations, as well as treatment of diseases that have begun before the start of the policy.
- 2.8 Ensure the possibility to receive medical services in a medical institution chosen by the client without applying the list of non-billable medical institutions.
- 2.9 Provide a wide choice of contractual institutions, which provide receipt of the services included in the insurance coverage through the offered insurance program by presenting a plastic digital card or digital card, making a 100% payment for the service and not making any settlements using the personal funds of the insured employees. The received services paid for using personal funds shall be paid in accordance with the compensation limits specified in the Tenderer's Technical Proposal.
- 2.10 Ensure the use of medical treatment services without sub-limits of the sum insured, except for those specified in the minimum requirements, or other restrictions during the entire term of the health insurance contract.
- 2.11 Ensure there is no expiration date for referrals from a general practitioner or attending physician.
- 2.12 Ensure possibility for the Customer to make changes to the list of insured persons during the entire insurance period, without determining the frequency of changes.
- 2.13 Ensure that the proportional principle is applied to the calculation of the change premium for insured persons - the one-month insurance premium is determined as 1/12 part of the annual premium.
- 2.14 Ensure that when calculating the balance of the premium for excluded persons, administrative expenses and compensations paid are not taken into account.

#### 3 TECHNICAL SPECIFICATION REQUIREMENTS

No. Evaluation criterion	Requirements	Detailed proposal from the tenderer:
3.1. A	The insurance premium does not exceed <b>426.00 EUR</b> (four hundred twenty-six euro 00 cents) per year per employee,	

	excluding additional programs.	
3.2.	The insurer shall provide each insured person with a plastic Health Insurance card (without applying an additional fee) for patient's contribution and paid services (fees for consultations, fees for the payment of laboratory and diagnostic examinations). Receipt of services in medical institutions is also ensured by presenting the visualization of the Insurance Card in the mobile smartphone application.	
3.3.	In accordance with the requirements set by the Customer, the Tenderer must provide the following minimum coverage of the insurance program:	
3.3.1. B	The minimum requirements of the Programme for one person with a total sum insured not less than <b>3000 EUR (three thousand euros)</b> per year for outpatient and inpatient services. The maximum insurance amount to be assessed is not more than 6000 EUR (six thousand euros).	
3.3.2.	Before receiving an outpatient service, coordination with the Tenderer is not required.	
3.3.3.	<b>Patient's fees</b> in the amount of 100% for outpatient and inpatient patient payments, based on the current Regulations of the Cabinet of Ministers incl. outpatient and inpatient medical care services, as well as the patient's co-payment for surgical manipulations performed in the operating room during one hospitalization.	
	<b>Services included in the paid outpatient services program</b>	
3.4.	<b>Paid outpatient services without a physician's referral:</b>	
3.4.1. C	Consultations of doctors - specialists, incl. paid general practitioner, internist, surgeon, neurologist, urologist, oncologist, phlebologist, infectologist, traumatologist, orthopedist, gynecologist, endocrinologist, cardiologist, rheumatologist, nephrologist, gastroenterologist, proctologist, pulmonologist, allergist, immunologist, otolaryngologist, ophthalmologist, hematologist, occupational physician, dermatologist, physiotherapist, physical medicine doctor, manual therapist, rehabilitologist, etc. First-time and repeated consultations without additional restrictions not less than <b>35 EUR</b> (thirty-five euros) per consultation.	
3.4.2.	Home visit of medical staff, incl. transport costs, not less than <b>35 EUR</b> (thirty-five euros);	
3.4.3.	Payment of a consultation of a professor, associate professor, and a specialist of the highest qualification not less than 50 EUR (fifty euros).	
3.4.4.	Mandatory health examinations in accordance with Cabinet Regulation No. 219 "Procedures for the Performance of Mandatory Health Examinations" to the extent required for the performance of professional duties; 100% payment for the services in Tenderer's contract and non-contractual institutions.	
3.4.5.	Vaccination (flu, tick-borne encephalitis); 100% payment for the service.	
3.4.6	Paid care services for pregnant women (doctor's visits, diagnostic and laboratory examinations, etc.), in accordance with the conditions of the paid outpatient program, with a limit during the insurance period not less than 200 EUR (two hundred euros).	
3.4.7	Payment of public and private emergency medical care in the amount of 100%.	
3.4.8	Medical statements – for drivers, permit for carrying a weapon, marriage registration; payment of the service in the amount of 100% in the Tenderer contract and non-contractual institutions.	

3.5.	With the referral of the general practice or attending physician	
3.5.1 D	Medical procedures and therapeutic manipulations, incl. injections, infusions, blockings, dressings, punctures, manipulations in surgery, gynaecology, urology, ophthalmology, dermatology, LOR manipulations, etc., payment for services not less than <b>25 EUR</b> (twenty-five euros) for manipulation.	
3.5.2	<p>Laboratory investigations of wide spectrum with a physician's referral – at least the following: liver tests and ferments (ALAT, ASAT, bilirubin-total, GGT, KFK – creatine kinase, LDH, lipase, alpha-amylase, pseudocholinesterase, alkaline phosphatase, alkaline phosphatase bone fraction, acid phosphatase, ceruloplasmin); allergy (IgE – total, eosinophilic leukocytes in nose secretion); electrolytes (natrium, potassium, chlorine, calcium, phosphorous, magnesium, lactate, CO<sub>2</sub> – bicarbonate); investigations of faeces (consistency, hidden blood, Enterobius verm. eggs, Entamoeba histolytica Ag, parasite eggs, protozoa cysts); glucose regulation (glucose, glucose in plasma, glucose in quantity/acetone in urine, Hb A1c, insulin, C peptide); haematology and anaemia diagnostics (full and partial blood pattern, clinical blood pattern, haemoglobin, haematocrit, erythrocytes, erythrocyte basophilic stippling, erythrocyte osmotic resistance, leucocytes, leucocyte formula, thrombocytes, reticulocytes, iron, ferritin, transferrin, folic acid, haptoglobin, vitamin B12, erythropoietin, blood pH, blood parasites, EGĀ); inflammatory markers, auto-antibodies (CRO, ASO, interleukin 6, interleukin 6 in sperm, complement factor C3, complement factor C4, RF, GBM IgG - antibodies to glomerular basal membrane); immune technology (rhesus, anti-erythrocyte antibodies, identification of anti-erythrocyte antibodies, title of anti-erythrocyte antibodies, circulating immune complexes, indirect Coombs reaction, direct Coombs reaction); infection diagnostics (A gr. streptococcus Ag, Anti Rubella v. IgG, Anti Rubella v. IgM, rubeola virus IgG, rubeola virus IgM, tick-borne encephalitis virus IgM liquor, tick-borne encephalitis virus IgG, Anti HBs, Lyme borreliosis IgM, Lyme borreliosis IgG); cardiologic markers (high sensitivity troponin I, high sensitivity troponin T, high sensitivity CRO, creatine kinase MB fraction, myoglobin); coagulogy (fibrinogen, APTL, D-dimers, prothrombin time, thrombin time, blood flowing time); investigations of sputum (acidoresistant bacteria in sputum, asthma elements in sputum, microscopic and bacterioscopic investigation of sputum); lipids (total cholesterol, high density cholesterol, low density cholesterol, triglycerides, apolipoprotein A1, apolipoprotein B, lipoprotein (a)); markers (PSA, free PSA, S-100 antigen, CEA, CA-125); protein (total protein, total protein, albumin, albumin/globulin, immune globulin A, immune globulin G, immune globulin M, M gradients); investigations of serous cavities (amylase, creatinine); change of nitrogen bodies (creatinine, creatinine clearance, urea, uric acid, ammonia); urine investigations (specific weight, clearness, colour, protein, protein 24 h, Zimnitsky test); examinations of urogenital material (cytological investigation of gynaecological material, swab analysis, prostate exprimate); thyroid gland hormones; other analyses and services (25-OH-Vit.D total (D3+D2), corticol, corticol in saliva, aldosterone, AKTH, cytology, histone antibodies, lysozyme, prostate biopsy, Demodex folliculorum, fungi microscopy, processing of the analysed material, sampling) etc.</p> <p>Payment of the service in the amount of 100% in the</p>	

	Tenderers contract and non-contractual institutions	
3.5.3 E	A wide range of diagnostic (instrumental) examinations, incl. X-ray diagnostics of organs and parts of the body, RTG examination in several planes, digital fluorography, mammography, sonoscopy and dopplerography, vascular examination, ultrasonography of various parts and organs of the body – abdominal cavity organs, joints, prostate, lymph nodes, etc., non-invasive examinations of the heart, electrocardiogram, echocardiography, Holter monitoring, veloergometry, etc., breathing test, audiography, bronchoscopy, cystoscopy, electroencephalogram, electromyography etc. examinations. Payment for one diagnostic examination not less than <b>35 EUR</b> (thirty-five euros). The maximum limit to be assessed is not more than 100 EUR (one hundred euros) per examination.	
3.5.4 E	High-tech diagnostic examinations, incl. computed tomography examinations with/without contrast medium, magnetic resonance imaging with/without contrast medium, endoscopy examinations (incl. fibrogastroscopy and colonoscopy), 3- and 4-dimensional examinations, scintigraphic examinations and other expensive technology examinations with a limit during the insurance period not less than <b>200 EUR</b> (two hundred euros) without sublimits and restrictions, without applying the price list. The maximum value to be assessed shall not be more than EUR 750 (seven hundred and fifty euros) per year.	
3.5.5	Physical therapy <b>10 procedures</b> during the insurance period not less than <b>5 EUR</b> (five euros) per once - ultrasound, electrophoresis, magnetotherapy with a variable and constant magnetic field, phonophoresis, didinamophoresis, fluctorization, fluctophoresis, microcurrent therapy, ultra-short waves, centrimeter and millimeter waves, diadynamic currents; sinusoidal modulated currents, interference currents, forsis; diathermy, inductothermy, inductoelectrophoresis, microcurrent therapy, transcutaneous electrostimulation, electroneurostimulation, etc.	
3.5.6 F	Paid inpatient care. The minimum insurance amount for daily and round-the-clock inpatient services is not less than <b>900 EUR</b> (nine hundred euros) in the period and for one case of hospitalization. The maximum insurance amount to be assessed is not more than 1800 EUR (one thousand eight hundred euros) in the period and for one case of hospitalization.	
3.5.6.1	Paid inpatient services, with a referral from the attending physician, without restrictions in a medical institution chosen by the patient and without the application of the price list.	
3.5.6.2	Treatment at a 24/7 or day inpatient hospital - diagnostics, laboratory and instrumental examinations, consultations, manipulations, and procedures.	
3.5.6.3	Treatment in conditions of increased service if such are provided by a medical treatment institution.	
3.5.6.4	Paid bed days	
3.5.6.5	Elective and emergency operations in a 24/7 or day inpatient hospital.	
3.5.6.6	Paid medical surgery, incl. spinal, neurosurgical, proctological (incl. in thermoablation technique), micro-surgical, endoprosthetic surgery, laser surgery, lithotripsy, retinal laser coagulation, nasal septum surgeries, hernia surgeries, bone deformity surgeries, medical eye surgeries, arthroscopic surgeries, incl. reconstruction of ligaments of large joints (crucial, shoulder, meniscus, etc.) and other medical paid surgeries.	
3.6 G	Dentistry	

3.6.1	Dental and oral hygiene services with <b>50%</b> payment, with a limit of not less than <b>150 EUR</b> (one hundred and fifty euros) per year. Maximum value limit not more than 500 EUR (five hundred euro) per year.	
3.6.1.1	<ul style="list-style-type: none"> <li>- Emergency care for acute toothache;</li> <li>- Dental consultations, RTG, CT, local anesthesia;</li> <li>- Therapeutic and surgical dental services.</li> <li>- Dental hygiene services</li> </ul>	

#### 4. Purchase of additional programs

4.1. In accordance with the requirements set by the Contracting Authority, in accordance with terms defined in the Agreement, the Tenderer must provide the opportunity to purchase additional programs. The Tenderer determines the insurance premiums, taking into account the number of employees indicated in the technical specification:

<b>4.2 H</b>	<b>Purchase of medicines</b>	
4.2.1	Purchase of medication, without medication restriction for groups and cases of illness with a prescription issued by the attending physician, 50% payment, with a limit of no less than 70 EUR (seventy euros) per year. Pays for medications prescribed by outpatient care doctors registered in the Medicines Register of the Republic of Latvia at the time of conclusion of the Insurance contract in accordance with the prescription.	
4.2.2	Insurance premium (group from 15 (fifteen) employees). Contracting authority does not undertake to purchase the total amount of preliminary insurance services specified in this clause but may exceed it. The Contracting authority keeps the right to purchase smaller amount of additional programs for insurance policies.	
<b>4.3 I</b>	<b>Sports lessons</b>	
4.3.1	Payment for sports lessons, 4 times a month, 4 (four) EUR for one time. The sports lessons specified in the program, received at sports service provider institutions are paid for: <ul style="list-style-type: none"> <li>- exercise machines (including body-bike);</li> <li>- swimming pool (including water aerobics);</li> <li>- tennis;</li> <li>- squash.</li> </ul> Sports lessons are paid for one-time visits, as well as for 4, 6, 8, 10 or 12 times subscriptions and one or up to 3 month subscriptions.	
4.3.2	Insurance premium (group from 25 (twenty-five) employees). Contracting authority does not undertake to purchase the total amount of preliminary insurance services specified in this clause but may exceed it. The Contracting authority keeps the right to purchase smaller amount of additional programs for insurance policies.	
<b>4.4 J</b>	<b>Outpatient rehabilitation services</b>	
4.4.1	Outpatient rehabilitation with a referral from the attending physician, with a limit of no less than 150 EUR (one hundred and fifty euros) per year. The following are paid: <ul style="list-style-type: none"> <li>- therapeutic massage procedures;</li> <li>- mud applications or water procedures;</li> <li>- therapeutic exercise classes;</li> <li>- manual therapy procedures;</li> <li>- occupational therapy procedures;</li> <li>- osteopathic treatment;</li> <li>- taping;</li> <li>- sling therapy.</li> </ul>	

4.4.2	Insurance premium (group from 50 (fifty) employees). Contracting authority does not undertake to purchase the total amount of preliminary insurance services specified in this clause but may exceed it. The Contracting authority keeps the right to purchase smaller amount of additional programs for insurance policies.	
-------	--	--



## ANNEX NO 4: APPLICATION FOR PARTICIPATION IN OPEN COMPETITION

### APPLICATION FOR PARTICIPATION IN THE OPEN COMPETITION “HEALTH INSURANCE POLICIES FOR RB RAIL AS EMPLOYEES” (ID NO RBR 2023/6)

Name of the Tenderer or all members of the partnership	
Registration number of the Tenderer or all members of the partnership <sup>13</sup>	
VAT payer registration number of the Tenderer or all members of the partnership	
Name, surname and position of the person authorized to represent the Tenderer or name of nominated representative (in case of established partnership)	
Legal address of the Tenderer or all members of the partnership	
Correspondence address of the Tenderer or all members of the partnership	
Bank of the Tenderer or all members of the partnership	
Bank code (SWIFT) of the Tenderer or all members of the partnership	
Bank account (IBAN) of the Tenderer or all members of the partnership	
Contact person and contact information of the Tenderer (name, surname, position, telephone number, e-mail)	

By submitting the Proposal, the Tenderer hereby:

- Confirms participation in the Open competition “HEALTH INSURANCE POLICIES FOR RB RAIL AS EMPLOYEES” (ID No RBR 2023/6)<sup>14</sup>:
  - Lot No 1 “Health Insurance policies for RB Rail AS employees in Lithuania”;
  - Lot No 2 “Health Insurance policies for RB Rail AS employees in Estonia”;
  - Lot No 3 “Health Insurance policies for RB Rail AS employees in Latvia”.
- Informs that the following entities and/or persons comply with the following exclusion grounds (if any):

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

<sup>13</sup> Tenderer registered or residing outside of Latvia, if applicable, shall indicate VAT payer registration number assigned by the State Revenue Service in Latvia.

<sup>14</sup> Please indicate by ticking relevant box.

[•]
[•]

3. Confirms that, if the Tenderer will be awarded the Contract, the Tenderer will provide quality and timely performance of the contractual liabilities for the proposed price and in accordance with the requirements of the Annex No 1 “Technical specification for Lot No 1 “Health Insurance policies for RB Rail AS employees in Lithuania” and/or Annex No 2 “Technical specification for Lot No 2 “Health Insurance policies for RB Rail AS employees in Estonia” and/or Annex No 3 “Technical specification for Lot No 3 “Health Insurance policies for RB Rail AS employees in Latvia”.
4. Confirms that Regulations is clear and understandable, that it does not have any objections and complaints and that in the case of granting the right to enter into a Contract it shall fulfil all conditions of the Regulations as well as enter into a Contract in accordance with the Draft contract for specific Lot enclosed to the Regulations as an Annex No 16 “Draft contract” for all three Lots;
5. Confirms that in the preparation and submission of its Proposal, Tenderer has fully considered all the clarifications issued by the Contracting authority;
6. Confirms that Tenderer has prepared the Proposal without connection with any other person, company or parties likewise submitting a Proposal and that it is prepared in all respects for in good faith, without collusion or fraud;
7. Confirms that Tenderer’s offered services are free from all liens, interests or other rights of third parties;
8. Agrees that the Contracting authority reserves itself the right to reject any or all Proposals and cancel the procurement process before entry into Contract on the grounds specified in the Regulations or the law;
9. Guarantees that all information and documents provided are true;

**10. Confirms<sup>15</sup> that meets the criteria of (please indicate by ticking relevant box):**

- a small                       medium                       other

sized enterprise<sup>16</sup> as defined in the Article 2 of the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprise.<sup>17</sup>

---

[date of signing]

[name and position of the representative of the Tenderer]

<sup>15</sup> Tenderer must indicate size of enterprise for each member of the partnership, if the Tenderer is a partnership.

<sup>16</sup> The information on the size of the Tenderer is used solely for statistical purposes and is not in any way whatsoever used in the evaluation of the Tenderer or the Proposal.

<sup>17</sup> Available here - [http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.L\\_.2003.124.01.0036.01.ENG&toc=OJ.L:2003:124:TOC](http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.L_.2003.124.01.0036.01.ENG&toc=OJ.L:2003:124:TOC)

**ANNEX NO 5: CONFIRMATION OF FINANCIAL STANDING**
**CONFIRMATION OF TENDERER'S FINANCIAL STANDING FOR THE OPEN COMPETITION  
 "HEALTH INSURANCE POLICIES FOR RB RAIL AS EMPLOYEES"  
 (ID NO RBR 2023/6)**
**1. Section 8.3.1 of the Regulations**

The Tenderer's or all members of the partnership together (if the Tenderer is a partnership and confirms the average financial turnover jointly), average annual financial turnover within last 3 (three) years (2020, 2021, 2022) is not less than:

- 1) EUR 20 000 (twenty thousand euros) per year (if Tenderer applies for Lot No.1);
- 2) EUR 12 000 (twelve thousand euros) per year (if Tenderer applies for Lot No.2);
- 3) EUR 64 000 (sixty-four thousand euros) per year (if Tenderer applies for Lot No.3).

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

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

If the previous 3 (three) reporting years of the Tenderer differ from the years specified in the Section 8.3.1 of the Regulations (2020, 2021, 2022), the financial turnover must be indicated for the Tenderer's previous 3 (three) reporting years.

**Financial proposal for Lot No ...<sup>18</sup>**

No	Year	Total Turnover in EUR	Notes
		The Tenderer or member of the partnership (if the Tenderer is a partnership) on whose capacity Tenderer is relying to certify its financial and economic performance (Section 8.3.1 of the Regulations) and who will be financially and economically responsible for fulfilment of the Contract or other entity on whose capacity Tenderer is relying (if the Tenderer is relying on other entity's capacity) to certify its financial and economic performance and who will be financially and economically responsible for fulfilment of the Contract:  _____ Name of the Tenderer/member of a partnership/other entity	
1.	2022		
2.	2021		
3.	2020		
<b>Average annual turnover</b>			
within the last 3 (three) financial years			

*\*If the financial turnover is in another currency than euro, for this Proposal it should be recalculated in euro in accordance with the currency exchange rate published by the European Central Bank on the proposal submission date<sup>19</sup>.*

[date of signing]

[name and position of the representative of the Tenderer]

<sup>18</sup> Please insert the number and the name of the Lot Tenderer is submitting its proposal.

<sup>19</sup> Available here: [https://www.ecb.europa.eu/stats/policy\\_and\\_exchange\\_rates/euro\\_reference\\_exchange\\_rates/html/index.en.html](https://www.ecb.europa.eu/stats/policy_and_exchange_rates/euro_reference_exchange_rates/html/index.en.html)

**ANNEX NO 6: TECHNICAL PROPOSAL FOR LOT NO 1**
**TECHNICAL PROPOSAL**

for Open competition  
 "Health Insurance policies for RB Rail AS employees"  
 (ID No RBR 2023/6)

Lot No 1 "Health Insurance policies for RB Rail as employees in Lithuania"

The Tenderer will provide for approximately 50 (fifty) RB Rail AS employees health insurance policies in accordance with the Open competition regulations, the Technical specification (Annex No 1), the Tenderer's Proposal and requirements of regulatory enactments and the Insurance program with the following minimum requirements of the Technical specification:

No.	Minimum requirements/Technical specification criteria	Tenderer's offer	
<b>1.</b>	<b>Additional conditions of services</b>		
1.1.	In case of an insured event, the Insured may apply to any institution or company entitled to provide health care, pharmaceutical and optical services in accordance with the procedure established by the legal acts of the Republic of Lithuania.	<i>Yes</i>	
1.2.	According to Insurance policy conditions, all insureds have a possibility to have an electronic insurance card.	<i>Yes</i>	
1.3.	At the request of the Policyholder, the Insurer shall submit a report on the use of the Services (loss ratio) by the Insured. The report shall be presented for each group of services (risks insured), and data on changes in the number of employees.	<i>Yes</i>	
1.4.	The Insured must notify the Insurer about the Insured Event during the term of the Contract. If the service was received in the last month of the contract, within 30 days from the date of end or termination of the contract.	<i>Yes</i>	
<b>2.</b>	<b>Requirements for insurance services</b>	-	
2.1.	Insurance coverage is valid in the territory of the Republic of Lithuania.	<i>Yes</i>	
2.2.	Sums Insured applied to an employee are stated below. Sum insured for "Outpatient health care, <i>day-surgery, day-stationary</i> " and „All medical services" will be adjusted according to the amount indicated in the Proposal of the Tenderer who was selected and awarded an agreement upon signing the agreement. The insurance program, sum insured and coverage are presented in the table below. The non-reimbursable part is considered as deduction and is paid by the Insured himself.	<i>Yes</i>	
2.3.	Risk Insured (This description provides the necessary and mandatory insurance services for the Risks Insured stated in paragraph 3. In case standard Insurance rules of the winning Supplier provides a wider description of risks Insured, extensions would apply to this contract also)	Sum Insured required/coverage	-
		Option	-
	<b>The assessment criteria<sup>20</sup></b>		
2.3.1.	<b>Outpatient health care, <i>day-surgery, day-stationary</i></b> (Tenderer may offer to pay for day	Tenderers proposed sum insured, EUR (Required	<i>Eur</i>

<sup>20</sup> Required minimum sum insured for Outpatient health care is 2000 EUR and is evaluated according to Section 20.3.2 of the Regulations.

	surgery and day stationary services in private and state personal health care institutions from the limit of the sum insured - inpatient treatment.)	minimum sum insured 2000 EUR)/ 80 % Tenderer may offer a limit higher than EUR 2000, but it will not be evaluated additionally	
2.3.2.	Inpatient treatment in public hospitals	2000 EUR / 100 %	<i>Eur</i>
2.3.3.	Prophylaxis, vaccination, pregnancy care	100 EUR / 100 %	<i>Eur</i>
2.3.4.	<b>The assessment criteria<sup>21</sup></b>		-
	All medical services	50 EUR / 100 %	<i>Eur</i>
2.4.	Health insurance must enable the Insured to purchase goods and / or services in all institutions - partners that have cooperation agreements with the Provider (Insurer), when paid for by the Provider (Insurer).		<i>Yes</i>
<b>3.</b>	<b>Description of insured events</b>		-
<b>3.1.</b>	<b>Outpatient health care:</b> Insurer shall compensate the costs from private and public health care institutions for services provided to the Insured due to acute illness, chronic illness, exacerbation of chronic illness and / or accident. Services included:		-
	Consultations and services provided by family doctor or medical/doctor specialists, nurses, diagnostic (laboratory and instrumental) examinations prescribed by a doctor in health care institutions and / or home visits, in case of medical indications appears.		<i>Yes</i>
	Outpatient treatment services are reimbursed if the Insured has filed a complaint, even if the illness has not been diagnosed or has not been confirmed by medically justified examinations by a doctor.		<i>Yes</i>
	Expenses are reimbursed for additional changes in the Insured's health or other illnesses diagnosed by a doctor during the consultation, which are not related to the original reason for the Insured's application.		<i>Yes</i>
	Monitoring of the diagnosed disease, postoperative condition, as well as the condition of the chronic disease, which is performed by a specialist doctor at regular intervals, prescribing examinations, treatment and recommendations as necessary.		<i>Yes</i>
	Diagnosis and treatment of internal organ non-malignant tumors, subcutaneous and skin tumors: warts, non-typical and dysplastic moles , approved by siascope.		<i>Yes</i>
	Diagnosis of capillary diseases and varicose veins, treatment only at the stage C3-C6 (by CEAP system) in case of medical indications.		<i>Yes</i>
	Diagnosis and treatment of foot bones, ligaments, tendons, joints and muscles.		<i>Yes</i>
	Diagnosis and treatment of chronic degenerative diseases.		<i>Yes</i>
	Diagnosis and treatment of systemic and autoimmune diseases.		<i>Yes</i>
	Allergen tests.		<i>Yes</i>
	Sex hormone tests.		<i>Yes</i>
	Diagnosis and treatment of oncological diseases, regardless of the stage of the disease (also after diagnosis).		<i>Yes</i>
	Diagnosis of congenital diseases / anomalies and / or treatment of their complications.		<i>Yes</i>
	Psychotherapeutic treatment for up to 12 sessions during the insurance contract period, provided in a licensed health care institution Medical documentation is not required to pay for the specified services.		<i>Yes</i>
	Consultations of dietician (except treatment of overweight, obesity).		<i>Yes</i>
	Outpatient services, including computed tomography, magnetic resonance imaging, positron emission tomography, are reimbursed independently from the possibility to get it in part reimbursed by the Compulsory Health Insurance Fund.		<i>Yes</i>
<b>3.2.</b>	<b>Day-surgery, day stationary.</b>		-

<sup>21</sup> The sum insured for All medical services must not be lower than 50€ and is evaluated according to Section 20.3.2 of the Regulations.

	Therapeutic and / or surgical profile services provided to the Insured in private and public health care institutions, which were necessary due to a health disorder (acute illness, chronic illness, exacerbation of a chronic illness and / or accident), in case of medical indications.	Yes
	Day surgery services must be included in the annex to the order of the minister of Health of the Republic of Lithuania No. V-225 dated 11.02.2016 or later versions.	Yes
	Medical aids, devices, including tissue substitutes, plates / screws / staples, implants, suture kits, prostheses (excluding endoprostheses) etc, prescribed by a doctor and used in a hospital.	Yes
	Services are paid for independently, whether or not the institution has a contract with a territorial health insurance fund.	Yes
	The number of day surgery and day hospital services is not limited.	Yes
	Day hospital care services according to disease treatment profiles are specified in the Order of Minister of Health – 14.06.2017 annex V-730 or later versions.	Yes
	Diagnosis and treatment of: internal organ non-malignant tumors, subcutaneous and skin tumors: warts, non-typical and dysplastic moles, approved by siascope.	Yes
	Diagnosis of capillary diseases and varicose veins, treatment only at the stage C3-C6 (by CEAP system) in case of medical indications.	Yes
	Diagnosis and treatment of foot bones, ligaments, tendons, joints and muscles	Yes
	Diagnosis and treatment of oncological diseases, regardless of the stage of the disease (also after diagnosis).	Yes
	Diagnosis of congenital diseases / anomalies and / or treatment of their complications.	Yes
	Day hospital and day surgery services have to be agreed with the Insurer in advance.	Yes
	Prescribed mandatory diagnostics / examinations before a day stationary or day surgery services.	Yes
<b>3.3.</b>	<b>Inpatient treatment in public hospitals</b>	-
	Reimbursement of medically justified services provided to the Insured due to acute illness, chronic illness, exacerbation of chronic illness and / or accident. Reimbursement of expenses in public medical institutions for:	Yes
	Therapeutic and surgical treatment.	Yes
	Research and consulting.	Yes
	Disposable instruments for treatment, medical aid, orthopedic techniques and nursing facilities.	Yes
	Nursing services.	Yes
	Comfort services (single or double ward, etc.).	Yes
	Applicable conditions in Sections 6.2.3. – 6.2.6., 6.2.7. – 6.2.12 of the Annex 1 "Technical specification" – Lot No 1 "Health Insurance policies for RB Rail AS employees in Lithuania"	Yes
	Prescribed mandatory diagnostics / examinations before Inpatient treatment.	Yes
<b>3.4.</b>	<b>Prophylaxis, vaccination, pregnancy care. Reimbursable expenses due to:</b>	-
	Preventive health examinations.	-
	Mandatory preventive health examinations.	Yes
	At the request of the insured, selected examinations and consultations of doctors.	Yes
	Vaccines chosen by the Insured or prescribed by a doctor and vaccination service.	Yes
	Pregnancy and childbirth medical services provided during the term of insurance:	Yes
	- pregnancy screenings, doctor's consultations, pregnancy monitoring tests.	Yes
	- diagnosis and treatment of pregnancy complications.	Yes
	- childbirth care.	Yes
	- single or double ward during childbirth and after childbirth.	Yes
	Medical documentations are not required to reimburse the costs of these services.	Yes
<b>3.5.</b>	<b>All medical services. Reimbursable services:</b>	-

	Outpatient treatment.	<i>Yes</i>
	Day surgery, day hospital services.	<i>Yes</i>
	Inpatient treatment.	<i>Yes</i>
	Nursing services.	<i>Yes</i>
	Rehabilitation treatment: massages (therapeutic-classical), physiotherapy procedures, physiotherapy procedures, manual therapy, occupational therapy, peloid therapy, water procedures (balneotherapy, mud baths), therapeutic showers, etc.).	<i>Yes</i>
	Prophylaxis, vaccination, pregnancy care (6.4. description).	<i>Yes</i>
	Medicines, vitamins, food supplements, medical aids, medical devices.	<i>Yes</i>
	Dentistry.	<i>Yes</i>
	Optics.	<i>Yes</i>
	All services must be provided in a licensed health care institution. Doctors' prescriptions, extracts, etc. are not required.	<i>Yes</i>

---

 [date of signing]

[name and position of the representative of the Tenderer]



**ANNEX NO 7: TECHNICAL PROPOSAL FOR LOT NO 2**
**TECHNICAL PROPOSAL**

for Open competition  
 "Health Insurance policies for RB Rail AS employees"  
 (ID No RBR 2023/6)

Lot No 2 "Health Insurance policies for RB Rail as employees in Estonia"

The Tenderer will provide for approximately 30 (thirty) (RB Rail AS employees health insurance policies in accordance with the Open competition regulations, the Technical specification (Annex No 2), the Tenderer's Proposal and requirements of regulatory enactments and the Insurance program with the following minimum requirements of the Technical specification:

No.	Minimum requirements/Technical specification	Eligibility of the Tenderer and additions to the tender		
1.	Minimum requirements of the total insurance amount within the basic programme shall be at least EUR <b>3850.00</b> (three thousand eight hundred fifty euros) per person per year	<i>Eur</i>		
2.	<b>Insurance cover.</b> Insurance cover must include at least following risks.	-		
		<b>Sum insured<sup>22</sup></b>	<b>Deductible</b>	
	<b>The assessment criteria<sup>23</sup></b>			
2.1.	Outpatient medical services	Tenderers proposed sum insured, (Required minimum sum insured 1000 EUR)	20%	<i>Eur</i>
2.2.	Psychological and psychiatric counselling and treatment <sup>24</sup>	300 €	20%	<i>Eur</i>
2.3.	Vaccination	50 €	10%	<i>Eur</i>
2.4.	Inpatient medical services	2000 €	10%	<i>Eur</i>
2.5.	Preventive health checks	100 €	20%	<i>Eur</i>
2.6.	Outpatient rehabilitation	200 €	20%	<i>Eur</i>
	<b>The assessment criteria<sup>25</sup></b>			
2.7.	Dental treatment	Tenderers proposed sum insured, (Required	30%	<i>Eur</i>

<sup>22</sup> Tenderer may offer higher sums, but they will not be evaluated additionally.

<sup>23</sup> Required minimum sum insured for outpatient medical services is 1000 EUR and is evaluated according to Section 20.4.2 of the Regulations.

<sup>24</sup> The service of psychological and psychiatric counseling and treatment may be included in the outpatient treatment service. In this case, the compensation limit for outpatient treatment is 1,300 EUR and the number of counseling sessions is at least 5 times during the insurance period.

<sup>25</sup> The sum insured for dental treatment must not be lower than 200€ and is evaluated according to Section 20.4.2 of the Regulations.

		minimum sum insured 200 EUR)	
<b>3.</b>	<b>Content of risks insured</b>		-
<b>3.1.</b>	<b>Outpatient medical services</b>		-
	Appointment and consultation fees of the health care provider.		Yes
	Medically indicated analyses, tests, examinations, and procedures based on the physician's prescription.		Yes
	Telemedicine services.		Yes
	Day care services in hospital if the Insured leaves the hospital on the same day.		Yes
	Removal of birthmarks and skin lesion on medical indications.		Yes
	Sublimit does not apply to specific diagnostics (X-Ray, MRT, tomograph, laser procedures etc.);		Yes
	Chronic diseases or traumas diagnosed before the insurance contract entered into force are not excluded.		Yes
<b>3.2.</b>	<b>Psychological and ppsyhiatric counselling and treatment</b>		-
	Psychologist and psychiatrist visit and consultation fees.		Yes
<b>3.3.</b>	<b>Vaccination</b>		-
	Vaccinations given during the insurance period.		Yes
	List of vaccines is not limited.		Yes
<b>3.4.</b>	<b>Inpatient medical services</b>		-
	Medically indicated hospital treatment, including planned and emergency operations, inpatient fees, analyses, examinations, prescribed medicines, fee for paid ward up to sum insured. The number of stays is not limited.		Yes
	Chronic diseases or traumas diagnosed before the insurance contract entered into force are not excluded.		Yes
<b>3.5.</b>	<b>Preventive health checks</b>		-
	Health tests without medical indication and/or physician's referral: sports physician's consultations, physical stress tests, allergy tests, laboratory analyses etc.		Yes
<b>3.6.</b>	<b>Outpatient rehabilitation</b>		-
	Rehabilitation referred by physician (e.g., occupational health physician, case history): physiotherapy, therapeutic exercises, mud treatment, treatment massage, hydrotherapy, manual therapy, chiropractic, osteopathic services, electrotherapy, occupational therapy and speech therapy.		Yes
	Necessary assistive devices following an insurance event (e.g., wheelchair, orthopedic shoes and assistive devices, support equipment and hearing aid).		Yes
<b>3.7.</b>	<b>Dental treatment</b>		-
	Appointment fee, consultation, preparation of a treatment plan.		Yes
	Dental treatment and surgery (incl X-ray).		Yes
	Examinations necessary for diagnosing dental diseases and oral tissue diseases.		Yes
	Dental hygienist's services, e.g., removal of calculus, airflow cleaning, removal of dental plaque, polishing of dental filling.		Yes
	Cost of orthodontic treatment, implants, and prosthetics.		Yes
<b>3.8.</b>	<b>General exclusions</b>		-

<b>3.8.1.</b>	<b>Policy Holder does not claim compensation for the following costs, but does not, however, preclude their provision</b>	-
	Medical services provided by a person who does not have the respective right under the applicable legislation or if the person providing the services holds no respective professional license.	Yes
	Services provided by using a methodology or technology, the use of which for treatment is not permitted in Estonia.	Yes
	Damages caused or influenced by the alcoholic, narcotic or other intoxication of the Insured.	Yes
	Damages related to treatment or diagnostics of addiction diseases (incl. drug addiction, alcoholism, etc.).	Yes
	Damage and cost related to treatment of sexually transmitted diseases (e.g. AIDS, HIV, chlamydia, gonorrhea, syphilis, etc.), except for the costs up to the first diagnosis.	Yes
	Costs for manicure and pedicure (incl. therapeutic and treatment manicure), cosmetic and beauty services, health capsule services, photodynamic laser treatment, cosmetic and plastic surgery.	Yes
	Costs related to contraceptive devices and drugs, infertility diagnosis and treatment (incl. laparoscopic surgeries) or artificial insemination.	Yes
	Costs related to pregnancy and childbirth.	Yes
	Costs of alternative and unconventional medicine services, incl. consultation, tests, diagnostics and medicines, such as acupuncture, reflexology, homoeopathy, aromatherapy, bioresonance diagnostics, ayurveda therapy, needle therapy, naturopathy.	Yes
	Costs of sleep therapy or services related to sleep disorders, incl. consultation, treatment, diagnostics and medicines.	Yes
	Costs of a surgery to correct visual acuity, bariatric surgery, varicose vein surgery, sclerotherapy, immunotherapy or barotherapy.	Yes
	Costs of food supplements, diet and special food.	Yes
	Costs of teeth whitening and other dental treatment for cosmetological purposes.	Yes
<b>3.9.</b>	<b>Principles of claims handling</b>	-
	In the event of a loss, the Insured must be able to receive information and instructions in Estonian and English by telephone and e-mail from the claims handling department during its working hours.	Yes
	Insured has the right to choose medical provider according to their preferences.	Yes
	The Insured must be able to forward all documents electronically (mobile app, self-service bureau).	Yes
	The Insurer is obliged to pay indemnity for claims occurred during the insurance period within 3 months from the end of the insurance period.	Yes
<b>3.10.</b>	<b>Policy administration</b>	-
	Insured adding – insurance premium is calculated on the principle of proportionality: monthly premium is multiplied by the number of months remaining until the end of the policy.	Yes
	Insured excluding – refundable insurance premium is calculated on the principle of proportionality: monthly premium for each Insured is multiplied by the number of	Yes

	months remaining until the end of the policy. If the claims paid to the Insured exceed the premiums paid, payment will not be refunded.	
	Set-off of insurance premiums takes place on an ongoing basis in accordance with the changes.	<i>Yes</i>
	A new employee added during the insurance period is fully covered by the insurance regardless of when the employee was added. Reduction of insurance sums during the insurance period is not allowed.	<i>Yes</i>
	Insured persons are entitled to insure their family members (spouse, cohabitee, and their children up to 19 years) under the same conditions within 30 days from the start of insurance period. Premium will be paid by Insured in one instalment.	<i>Yes</i>

---

[date of signing]

[name and position of the representative of the Tenderer]

**ANNEX NO 8: TECHNICAL PROPOSAL FOR LOT NO 3**
**TECHNICAL PROPOSAL**

for Open competition  
 "Health Insurance policies for RB Rail AS employees"  
 (ID No RBR 2023/6)

Lot No 3 "Health Insurance policies for RB Rail as employees in Latvia"

The Tenderer will provide for approximately 150 (one hundred fifty) RB Rail AS employees health insurance in accordance with the Open competition regulations, the Technical specification (Annex No 3), the Tenderer's Proposal and requirements of regulatory enactments and the Insurance program with the following minimum requirements of the Technical specification:

No.	Technical specification and assessment criteria	Tenderer's offer
1.	The insurance premium does not exceed <b>426.00 EUR</b> (four hundred twenty-six euro 00 cents) per year per employee, excluding additional programs.	Yes
2.	The Tenderer shall provide each employee with a plastic Health Insurance card (without applying an additional fee) for patient's contribution and paid services (fees for consultations, fees for the payment of laboratory and diagnostic examinations). Receipt of services in medical institutions is also ensured by presenting the visualization of the Insurance Card in the mobile smartphone application.	Yes
3.	<b>According to the Contracting Authority's` requirements, the Tenderer must provide the following minimum coverage of the insurance programme</b>	
	The minimum requirements of the Programme for one person with a <b>total sum insured</b> not less than <b>3000 EUR (three thousand euros)</b> per year for outpatient and inpatient services. The maximum insurance amount to be assessed is not more than 6000 EUR (six thousand euros).	Eur
	Before receiving an outpatient service, coordination with the Tenderer is not required	Yes
	Patient's fees in the amount of 100% for outpatient and inpatient patient payments, based on the current Regulations of the Cabinet of Ministers incl. outpatient and inpatient medical care services, as well as the patient's co-payment for surgical manipulations performed in the operating room during one hospitalization.	Yes
4.	<b>Services included in the paid outpatient services programme</b>	
4.1.	<b>Paid outpatient services without a physician's referral:</b>	
	Consultations of doctors - specialists, incl. paid general practitioner, internist, surgeon, neurologist, urologist, oncologist, phlebologist, infectologist, traumatologist, orthopedist, gynecologist, endocrinologist, cardiologist, rheumatologist, nephrologist, gastroenterologist, proctologist, pulmonologist, allergist, immunologist, otolaryngologist, ophthalmologist, hematologist, occupational physician, dermatologist, physiotherapist, physical medicine doctor, manual therapist, rehabilitologist, etc. First-time and repeated consultations without additional restrictions not less than <b>35 EUR</b> (thirty-five euros) per consultation.	Eur
	Home visit of medical staff, incl. transport costs, not less than <b>35 EUR</b> (thirty-five euros)	Eur
	Payment of a consultation of a professor, associate professor, and a specialist of the highest qualification not less than 50 EUR (fifty euros).	Eur
	Mandatory health examinations in accordance with Cabinet Regulation No. 219 "Procedures for the Performance of Mandatory Health Examinations" to the extent required for the performance of professional duties; 100% payment for the services in Tenderer's contract and non-contractual institutions.	Yes
	Vaccination (flu, tick-borne encephalitis); 100% payment for the service	Eur
	Paid care services for pregnant women (doctor's visits, diagnostic and laboratory examinations, etc.), in accordance with the conditions of the paid outpatient program, with a limit during the insurance period not less than 200 EUR (two hundred euros).	Yes
	Payment of public and private emergency medical care in the amount of 100%	

	Medical statements – for drivers, permit for carrying a weapon, marriage registration; payment of the service in the amount of 100% in the Tenderers contract and non-contractual institutions.	Yes
4.2.	<b>With the referral of the general practice or attending physician:</b>	
	Medical procedures and therapeutic manipulations, incl. injections, infusions, blockings, dressings, punctures, manipulations in surgery, gynecology, urology, ophthalmology, dermatology, LOR manipulations, etc., payment for services not less than <b>25 EUR</b> (twenty-five euros) for manipulation.	Eur
	Laboratory investigations of wide spectrum with a physician's referral – at least the following: liver tests and ferments (ALAT, ASAT, bilirubin-total, GGT, KFK – creatine kinase, LDH, lipase, alpha-amylase, pseudocholinesterase, alkaline phosphatase, alkaline phosphatase bone fraction, acid phosphatase, ceruloplasmin); allergy (IgE – total, eosinophilic leukocytes in nose secretion); electrolytes (natrium, potassium, chlorine, calcium, phosphorous, magnesium, lactate, CO <sub>2</sub> – bicarbonate); investigations of faeces (consistency, hidden blood, Enterobius verm. eggs, Entamoeba histolytica Ag, parasite eggs, protozoa cysts); glucose regulation (glucose, glucose in plasma, glucose in quantity/acetone in urine, Hb A1c, insulin, C peptide); haematology and anaemia diagnostics (full and partial blood pattern, clinical blood pattern, haemoglobin, haematocrit, erythrocytes, erythrocyte basophilic stippling, erythrocyte osmotic resistance, leucocytes, leucocyte formula, thrombocytes, reticulocytes, iron, ferritin, transferrin, folic acid, haptoglobin, vitamin B12, erythropoietin, blood pH, blood parasites, EGĀ); inflammatory markers, auto-antibodies (CRO, ASO, interleukin 6, interleukin 6 in sperm, complement factor C3, complement factor C4, RF, GBM IgG - antibodies to glomerular basal membrane); immune technology (rhesus, anti-erythrocyte antibodies, identification of anti-erythrocyte antibodies, title of anti-erythrocyte antibodies, circulating immune complexes, indirect Coombs reaction, direct Coombs reaction); infection diagnostics (A gr. streptococcus Ag, Anti Rubella v. IgG, Anti Rubella v. IgM, rubeola virus IgG, rubeola virus IgM, tick-borne encephalitis virus IgM liquor, tick-borne encephalitis virus IgG, Anti HBs, Lyme borreliosis IgM, Lyme borreliosis IgG); cardiologic markers (high sensitivity troponin I, high sensitivity troponin T, high sensitivity CRO, creatine kinase MB fraction, myoglobin); coagology (fibrinogen, APTL, D-dimers, prothrombin time, thrombin time, blood flowing time); investigations of sputum (acidoresistant bacteria in sputum, asthma elements in sputum, microscopic and bacterioscopic investigation of sputum); lipids (total cholesterol, high density cholesterol, low density cholesterol, triglycerides, apolipoprotein A1, apolipoprotein B, lipoprotein (a)); markers (PSA, free PSA, S-100 antigen, CEA, CA-125); protein (total protein, total protein, albumin, albumin/globulin, immune globulin A, immune globulin G, immune globulin M, M gradients); investigations of serous cavities (amylase, creatinine); change of nitrogen bodies (creatinine, creatinine clearance, urea, uric acid, ammonia); urine investigations (specific weight, clearness, colour, protein, protein 24 h, Zimnitsky test); examinations of urogenital material (cytological investigation of gynaecological material, swab analysis, prostate exprimate); thyroid gland hormones; other analyses and services (25-OH-Vit.D total (D3+D2), corticol, corticol in saliva, aldosterone, AKTH, cytology, histone antibodies, lysozyme, prostate biopsy, Demodex folliculorum, fungi microscopy, processing of the analysed material, sampling) etc. Payment of the service in the amount of 100% in the Tenderers contract and non-contractual institutions.	Yes
	A wide range of diagnostic (instrumental) examinations, incl. X-ray diagnostics of organs and parts of the body, RTG examination in several planes, digital fluorography, mammography, sonoscopy and dopplerography, vascular examination, ultrasonography of various parts and organs of the body – abdominal cavity organs, joints, prostate, lymph nodes, etc., non-invasive examinations of the heart, electrocardiogram, echocardiography, Holter monitoring, veloergometry, etc., breathing test, audiography, bronchoscopy, cystoscopy, electro-encephalogram, electromyography etc. examinations. Payment for one diagnostic examination not less than <b>35 EUR</b> (threety-five euros). The maximum limit to be assessed is not more than 100 EUR (one hundred euros) per examination.	Eur
	High-tech diagnostic examinations, incl. computed tomography examinations with/without contrast medium, magnetic resonance imaging with/without contrast medium, endoscopy examinations (incl. fibrogastroscopy and colonoscopy), 3- and 4-dimensional examinations, scintigraphic examinations and other expensive technology examinations with a limit during the insurance period not less than <b>200 EUR</b> (two hundred	Eur

	euros) without sublimits and restrictions, without applying the price list. The maximum value to be assessed shall not be more than EUR 750 (seven hundred and fifty euros) per year.	
	Physical therapy <b>10 procedures</b> during the insurance period not less than <b>5 EUR</b> (five euros) per once - ultrasound, electrophoresis, magnetotherapy with a variable and constant magnetic field, phonophoresis, didinamophoresis, fluctorization, fluctophoresis, microcurrent therapy, ultra-short waves, centrimeter and millimeter waves, diadynamic currents; sinusoidal modulated currents, interference currents, foresis; diathermy, inductotherapy, inductoelectrophoresis, microcurrent therapy, transcutaneous electrostimulation, electroneurostimulation, etc.	Yes
	Paid inpatient care. The minimum insurance amount for daily and round-the-clock inpatient services is not less than <b>900 EUR</b> (nine hundred euros) in the period and for one case of hospitalization. The maximum insurance amount to be assessed is not more than 1800 EUR (one thousand eight hundred euros) in the period and for one case of hospitalization.	Eur
	Paid inpatient services, with a referral from the attending physician, without restrictions in a medical institution chosen by the patient and without the application of the price list.	Yes
	Treatment at a 24/7 or day inpatient hospital - diagnostics, laboratory and instrumental examinations, consultations, manipulations, and procedures.	Yes
	Treatment in conditions of increased service if such are provided by a medical treatment institution.	Yes
	Paid bed days.	Yes
	Elective and emergency operations in a 24/7 or day inpatient hospital	Yes
	Paid medical surgery, incl. spinal, neurosurgical, proctological (incl. in thermoablation technique), micro-surgical, endoprosthetic surgery, laser surgery, lithotripsy, retinal laser coagulation, nasal septum surgeries, hernia surgeries, bone deformity surgeries, medical eye surgeries, arthroscopic surgeries, incl. reconstruction of ligaments of large joints (crucial, shoulder, meniscus, etc.) and other medical paid surgeries	Yes
<b>4.3.</b>	<b>Dentistry</b>	
	Dental and oral hygiene services with <b>50%</b> payment, with a limit of not less than <b>150 EUR</b> (one hundred and fifty euros) per year. Maximum value limit not more than 500 EUR (five hundred euro) per year.	Yes
	- Emergency care for acute toothache; - Dental consultations, RTG, CT, local anesthesia; - Therapeutic and surgical dental services. - Dental hygiene services	Yes

## 5. Purchase of additional programs

5.1. In accordance with the requirements set by the Contracting Authority, in accordance with terms defined in the Agreement, the Tenderer must provide the opportunity to purchase additional programs. The Tenderer determines the insurance premiums, taking into account the number of persons indicated in the technical specification:

<b>5.2</b>	<b>Purchase of medicines</b>	
	Purchase of medication, without medication restriction for groups and cases of illness with a prescription issued by the attending physician, 50% payment, with a limit of no less than 70 EUR (seventy euros) per year. Pays for medications prescribed by outpatient care doctors registered in the Medicines Register of the Republic of Latvia at the time of conclusion of the Insurance contract in accordance with the prescription.	Yes
	Insurance premium (group from 15 (fifteen) employees). Contracting authority does not undertake to purchase the total amount of preliminary insurance services specified in this clause but may exceed it. The Contracting authority keeps the right to purchase smaller amount of additional programs for insurance policies.	Eur
<b>5.3</b>	<b>Sports lessons</b>	
	Payment for sports lessons, 4 times a month, 4 (four) EUR for one time. The sports lessons specified in the program, received at sports service provider institutions are paid for: - exercise machines (including body-bike); - swimming pool (including water aerobics);	Yes



	<ul style="list-style-type: none"> <li>- tennis;</li> <li>- squash.</li> </ul> <p>Sports lessons are paid for one-time visits, as well as for 4, 6, 8, 10 or 12 times subscriptions and one or up to 3 month subscriptions.</p>	
	<p>Insurance premium (group from 25 (twenty-five) employees). Contracting authority does not undertake to purchase the total amount of preliminary insurance services specified in this clause but may exceed it. The Contracting authority keeps the right to purchase smaller amount of additional programs for insurance policies.</p>	Eur
<b>5.4</b>	<b>Outpatient rehabilitation services</b>	
	<p>Outpatient rehabilitation with a referral from the attending physician, with a limit of no less than 150 EUR (one hundred and fifty euros) per year. The following are paid:</p> <ul style="list-style-type: none"> <li>- therapeutic massage procedures;</li> <li>- mud applications or water procedures;</li> <li>- therapeutic exercise classes;</li> <li>- manual therapy procedures;</li> <li>- occupational therapy procedures;</li> <li>- osteopathic treatment;</li> <li>- taping;</li> <li>- sling therapy.</li> </ul>	Yes
	<p>Insurance premium (group from 50 (fifty) employees). Contracting authority does not undertake to purchase the total amount of preliminary insurance services specified in this clause but may exceed it. The Contracting authority keeps the right to purchase smaller amount of additional programs for insurance policies.</p>	Eur

NB!

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

---

[date of signing]

[name and position of the representative of the Tenderer]

**ANNEX NO 9: FINANCIAL PROPOSAL FOR LOT NO 1****FINANCIAL PROPOSAL**

for Open competition  
"Health Insurance policies for RB Rail AS employees"  
(ID No RBR 2023/6)

Lot No 1 "Health Insurance policies for RB Rail as employees in Lithuania"

The Tenderer's offered Insurance program price in accordance with Technical Specification which may not exceed EUR 426.00 (four hundred twenty-six euros) per employee per 1 (one) insurance period for a term of 12 (twelve) calendar months:

Insurance program name	Insurance policy price for 12 (twelve) month for 1 (one) employee EUR excl. VAT

---

[date of signing]

[signature]

[name and position of the representative of the Tenderer]

**ANNEX NO 10: FINANCIAL PROPOSAL FOR LOT NO 2****FINANCIAL PROPOSAL**

for Open competition  
"Health Insurance policies for RB Rail AS employees"  
(ID No RBR 2023/6)

Lot No 2 "Health Insurance policies for RB Rail as employees in Estonia"

The Tenderer's offered Insurance program price in accordance with Technical Specification which may not exceed EUR 400.00 (four hundred euros) per employee per 1 (one) insurance period for a term of 12 (twelve) calendar months:

Insurance program name	Insurance policy price for 12 (twelve) month for 1 (one) employee EUR excl. VAT

---

[date of signing]

[signature]

[name and position of the representative of the Tenderer]

**ANNEX NO 11: FINANCIAL PROPOSAL FOR LOT NO 3**
**FINANCIAL PROPOSAL**

for Open competition  
 "Health Insurance policies for RB Rail AS employees"  
 (ID No RBR 2023/6)

Lot No 3 "Health Insurance policies for RB Rail as employees in Latvia"

The Tenderer's offered Insurance program price in accordance with Technical Specification which may not exceed EUR 426.00 (four hundred twenty-six euros) per employee per 1 (one) insurance period for a term of 12 (twelve) calendar months:

Insurance program name	Insurance policy price for 12 (twelve) month for 1 (one) employee EUR excl. VAT <sup>26</sup>

Additional programs price in accordance with Technical Specification per employee per 1 (one) insurance period for a term of 12 (twelve) calendar months:

Additional Insurance program name	Additional program price for 12 (twelve) month for 1 (one) employee EUR excl. VAT
Purchase of medication	
Sports (Health promotion)	
Outpatient rehabilitation services	

---

 [date of signing]

[signature]

[name and position of the representative of the Tenderer]

---

<sup>26</sup> This is the price that is going to be published on Electronic procurement system when opening the proposals

## ANNEX NO 12: DESCRIPTION OF TENDERERS PREVIOUS EXPERIENCE

### “HEALTH INSURANCE POLICIES FOR RB RAIL AS EMPLOYEES” (ID NO. RBR 2023/6)

The tenderer within the previous 3 (three) years (2020 to until the date of submission of proposals) has gained the following experience:

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

#### Lot No 1 “Health insurance for RB Rail AS employees in Lithuania”

#### Section 8.4.1.1 of the Regulations

No	Client, client’s contact information for references (name of representative, phone, e-mail) <sup>27</sup>	Period of the contract/ project (month/year – month/year)	Description of the services provided by the Tenderer what characterize required experience, stated in Section 8.4.1.1 of the Regulations
1.			
2.			
3.			
[..]			

---

[date of signing]

---

[name and position of the representative of the Tenderer]

<sup>27</sup> In case of doubt, the Contracting authority has the right to contact the Client to verify that the services specified complies with the requirements set in Section 8.4.1.1 of the Regulations.

**Lot No 2 “Health insurance for RB Rail AS employees in Estonia”**

**Section 8.4.2.1 of the Regulations**

No	Client, client’s contact information for references (name of representative, phone, e-mail) <sup>28</sup>	Period of the contract/ project (month/year – month/year)	Description of the services provided by the Tenderer what characterize required experience, stated in Section 8.4.2.1 of the Regulations
1.			
2.			
3.			
[..]			

---

[date of signing]

---

[name and position of the representative of the Tenderer]

---

<sup>28</sup> In case of doubt, the Contracting authority has the right to contact the Client to verify that the services specified complies with the requirements set in Section 8.4.2.1 of the Regulations.

**Lot No 3 "Health insurance policies for RB Rail AS employees in Latvia"**

**Section 8.4.3.1 of the Regulations**

No	Client, client's contact information for references (name of representative, phone, e-mail) <sup>29</sup>	Period of the contract/ project (month/year – month/year)	Description of the services provided by the Tenderer what characterize required experience, stated in Section 8.4.2.1 of the Regulations
1.			
2.			
3.			
[..]			

---

[date of signing]

[name and position of the representative of the Tenderer]

---

<sup>29</sup> In case of doubt, the Contracting authority has the right to contact the Client to verify that the services specified complies with the requirements set in Section 8.4.3.1. of the Regulations.



**ANNEX NO 13: INFORMATION ABOUT THE CONTRACT MANAGER**

**"HEALTH INSURANCE POLICIES FOR RB RAIL AS EMPLOYEES"  
(ID NO. RBR 2023/6)**

\_\_\_\_\_ (Name, Surname), \_\_\_\_\_ (phone, e-mail)

Contract Manager is offered in<sup>30</sup>

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

I, the undersigned confirm that I have English language skills at least at **B<sub>2</sub> Level** - based on Common European Framework of Reference for Languages<sup>31</sup>:

Understanding		Speaking		Writing
Listening	Reading	Spoken interaction	Spoken production	
<i>Enter level.....</i>	<i>Enter level.....</i>	<i>Enter level.....</i>	<i>Enter level.....</i>	<i>Enter level.....</i>

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

**I confirm that I have consented that my candidature is proposed in the open competition "Health insurance policies for RB Rail AS employees", ID NO. RBR 2023/6.**

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

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

\_\_\_\_\_

[date of signing]

\_\_\_\_\_

[signature]

\_\_\_\_\_

[name, surname of the Contract Manager]

<sup>30</sup> Please indicate by ticking relevant box/ -es in which the Tenderer takes participation.

<sup>31</sup> See <http://europass.cedefop.europa.eu/resources/european-language-levels-cefr>

**ANNEX NO 14: ENTITIES ON WHOSE CAPACITY TENDERERS RELIES**

**A LIST OF OTHER ENTITIES ON WHOSE CAPACITY TENDERER RELIES TO MEET THE REQUIREMENTS OF THE  
 OPEN COMPETITION  
 "HEALTH INSURANCE POLICIES FOR RB RAIL AS EMPLOYEES"  
 (ID NO. RBR 2023/6)**

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

---

 [date of signing]

[signature]

[name and position of the representative of the Tenderer]

**ANNEX NO 15: SUBCONTRACTORS**

**A LIST OF THE SUBCONTRACTORS FOR THE OPEN COMPETITION**  
**"HEALTH INSURANCE POLICIES FOR RB RAIL AS EMPLOYEES"**  
**(ID NO RBR 2023/6)**

Sub-contracted tasks					
No	Name of the sub-contractor (registration No., legal address)	Description of the sub-contracted task	Amount, EUR (without VAT)	% from the proposed price	Size of the enterprise <sup>32</sup>
<b>I</b>	Subcontractors the value of services to be provided by which amounts to at least EUR 10 000 (ten thousand euros)				
1					
2					
n+1					
<b>Total:</b>					
<b>II</b>	Subcontractors the value of services to be provided by which amounts below EUR 10 000 (ten thousand euros)				
1					
2					
n+1					
<b>Total:</b>					
<b>Total (I+II)</b>					

[date of signing]

[signature]

[name and position of the representative of the Tenderer]

<sup>32</sup> Please indicate the size of enterprise (small, medium or other) as defined in the Article 2 of Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprise. Available here: [http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.L\\_.2003.124.01.0036.01.ENG&toc=OJ:L:2003:124:TOC](http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.L_.2003.124.01.0036.01.ENG&toc=OJ:L:2003:124:TOC)

**ANNEX NO 16: DRAFT CONTRACT**

**PLEASE SEE SEPARATE FILE "AGREEMENT FOR "HEALTH INSURANCE POLICIES FOR RB RAIL AS EMPLOYEES"**