

## **REGULATIONS**

FOR THE OPEN COMPETITION

**“DIRECTORS AND OFFICERS LIABILITY INSURANCE”**

(IDENTIFICATION NO RBR 2023/18)



**Co-funded by  
the European Union**

Riga  
2024

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## 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 the Services;
- 1.3 **Contracting authority** - 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 2023/18);
- 1.6 **Open competition (also - the Procurement)** – procurement "Directors and Officers Liability Insurance" (identification number: RBR 2023/18) 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 1.9-2023-33 dated 21 December 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 "Directors and Officers Liability Insurance" (identification number: RBR 2023/18), as well as all the enclosed Annexes;
- 1.11 **Services** - Directors and Officers liability insurance that is provided in accordance with terms and conditions set out in Regulations (especially in Annex No 1 "Technical specification" and Contract);
- 1.12 **Supplier** – a natural person or a legal person, a group or association of such persons in any combination thereof, which offers to provide services;
- 1.13 **Tenderer** – a Supplier which has submitted a Proposal;
- 1.14 **VAT** – Value Added Tax.

## 2 GENERAL INFORMATION

- 2.1 The identification number of the Procurement is RBR 2023/18.
- 2.2 The Open competition is co-financed by the Contracting Authority and Connecting Europe Facility (CEF).
- 2.3 The applicable CPV code is 66516500-5 (Professional liability insurance services).
- 2.4 The Open competition is organized in accordance with the Public Procurement Law in effect on the date of publishing the contract notice.
- 2.5 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/>).
- 2.6 The Regulations is freely available on Contracting authority's profile in the E-Tenders system on webpage <https://www.eis.gov.lv/EKEIS/Procurement/114829> and on the webpage of the Contracting authority <http://railbaltica.org/tenders/>.
- 2.7 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/Procurement/114829> 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.
- 2.8 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).
- 2.9 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).

- 2.10 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/>.
- 2.11 The Supplier can request additional information regarding the Regulations. Additional information can be requested in writing through the E-Tenders system 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.
- 2.12 Any additional information must be requested in a timely manner, so that the Procurement commission can reply on time - no later than 6 (six) days prior to the deadline of the Proposal submission. The Procurement commission shall provide response within 5 (five) working days from the day of the receipt of the request from the Supplier.
- 2.13 The Supplier covers all expenses which are related to the preparation of the Proposal and its submission to the Contracting authority. Under no circumstances 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 publicly available official databases free of charge. If any information requested is publicly available in official databases free of charge, Tenderer may not submit such information, however in this case Tenderer shall indicate the exact database where this information can be found.
- 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/EKEIS/Procurement/114829> 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/Procurement/114829> 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/Procurement/114829> 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.

## 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 the provision of Services.
- 6.2 The subject-matter of the open competition is not divided in parts (lots). The Tenderer must submit a Proposal only for the whole subject-matter of the open competition in total.
- 6.3 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.
- 6.4 Estimated contract price: 41 000 EUR without VAT.
- 6.5 Period of provision of Services is 12 months, from 25 April 2024, 00:00 (Eastern European Time) till 24 April 2025, 23:59 (Eastern European Time), including.

## 7 TENDERER

- 7.1 The Proposal can be submitted by the Tenderer that is:
  - 7.1.1 A Supplier who is a legal or natural person which offers on the market to provide services and who complies with the selection criteria for Tenderers;

- 7.1.2 A group of Suppliers (also - the partnership) which offers on the market to provide services 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 2 "Application" 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 destabilizing the situation in Ukraine<sup>1</sup> it is prohibited to participate in the Open competition:
- 7.2.1 a Russian national, or a natural or legal person, entity or body established in Russia;
- 7.2.2 a legal person, entity or body whose proprietary rights are directly or indirectly owned for more than 50% by an entity referred to in 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 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</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> </ul>

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

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

<p>partnership member in operations in relation to a branch;</p> <ul style="list-style-type: none"> <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<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>	<ul style="list-style-type: none"> <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 in Latvia</u>, the Contracting authority will verify the information itself in publicly available databases.</p>
<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,</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</li> </ul>

<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>

<p>unlawful requesting, receiving, or giving of benefit, trading with influence;</p> <p>c) fraud, misappropriation, or money laundering;</p> <p>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;</p> <p>e) human trafficking,</p> <p>f) of tax payments or payments equivalent thereto.</p>	<p>member, person with representation rights, procura holder or person who is authorised to represent such person in operations in relation to a branch;</p> <p>- beneficial owner<sup>5</sup> 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;</p> <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> <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>6</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>
<p>8.1.2. 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> </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 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>

<sup>5</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>6</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.



<ul style="list-style-type: none"> <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> <ul 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> </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 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> <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 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>8.1.3. 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> <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>

<p>8.1.4. 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>7</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>
<p>8.1.5. 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>
<p>8.1.6. 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>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>

<sup>7</sup> Here and hereinafter please see here: <https://likumi.lv/ta/id/287760-publisko-iepirkumu-likums>.

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.

For a:

- Tenderer;
- partnership member, if 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 Tender is relying to certify its compliance with the requirements

who is registered or residing outside of Latvia, the Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence 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).

8.1.7. The Procurement commission has sufficiently strong indications at its disposal to conclude that a:

- Tenderer;
- partnership member, if 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 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:

- 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
- b) the Proposal contains indications regarding possible existence of an agreement aimed at hindering, limiting or distorting competition in Procurement, and the

No obligation to submit documents, unless specifically requested by the Procurement commission.

opinion of the Competition Council of the Republic of Latvia has been received.	
8.1.8. Within the previous 3 (three) years before the submission of the Proposals a: <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, partnership procurement contract, or concession contract<sup>8</sup>.</li> </ul>	No obligation to submit documents, unless specifically requested by the Procurement commission.
8.1.9. Within the previous 3 (three) years before submission of the Proposals a: <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 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:                         <ul 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</li> </ul> </li> </ul>	For a: <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 <u>registered or residing in Latvia</u>, the Contracting authority will verify the information itself in publicly available databases.</li> </ul> For a: <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 <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.</li> </ul>

<sup>8</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.

	<p>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.</p>
<p>8.1.10. 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 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 Tenderer in the Procurement or awarding of the Contract.</li> </ul>	<p>No obligation to submit documents, unless specifically requested by the Procurement commission.</p>
<p>8.1.11. 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 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.</li> </ul>	<p>No obligation to submit documents, unless specifically requested by the Procurement commission.</p>
<p>8.1.12. A:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</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> </ul>

<ul style="list-style-type: none"> <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>9</sup>.</p>	<ul style="list-style-type: none"> <li>- person on whose capacity the Tenderer is relying to certify its compliance with requirements <u>who is registered or residing in Latvia</u>, the contracting authority will verify the information itself in publicly available databases.</li> </ul> <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 <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.</li> </ul> <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 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. 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> </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> <li>- person who has decisive influence on participation in the sense of the normative/regulatory acts <u>who is registered in Latvia</u>, the Contracting authority will verify the information itself in publicly available databases.</li> </ul>

<sup>9</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.

<p>- 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)</p> <p>registered in Republic of Latvia, is a registered offshore company (legal person) or offshore association of persons.</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. International or national sanctions or substantial sanctions by the European Union (EU) or the North Atlantic Treaty Organization (NATO) Member State affecting the interests of the financial and capital market has been imposed to the:</p> <p>a) Tenderer or a person who is the 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,</p> <p>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),</p> <p>and such sanctions can affect the execution of the Contract.</p>	<p>- 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.</p> <p>- 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.</p>

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

No	Requirement	Documents to be submitted
8.2.1.	<p>The Tenderer, all members of the partnership (if the Tenderer is a partnership), a person on whose capacity Tenderer relies and a subcontractor must be registered in the Registry of Enterprises or Registry of Inhabitants, or an equivalent register in their country of residence, if the legislation of the respective country requires registration of natural or legal persons.</p>	<p>- 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.</p> <p>- 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.</p> <p>- 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</p>

	<p>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.</p> <ul style="list-style-type: none"> <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 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.</li> </ul>
<p>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.</p>	<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

No	Requirement	Documents to be submitted
8.3.1.	The Tenderer's or all members of the partnership together (if the Tenderer is a partnership and confirms the average	- Filled and signed Annex No 4 "Confirmation of Tenderer's financial standing" of the Regulations.



<p>financial turnover jointly), average annual financial turnover within last 3 (three) financial years (2021, 2022, 2023) is not less than EUR 82 000.00 (eighty two thousand euros, 0 cents).</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 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><u>If the previous 3 (three) reporting years of the Tenderer differ from the years specified in the Section 8.3.1 of the Regulations (2021, 2022, 2023), the financial turnover must be indicated for the Tenderer's previous 3 (three) reporting years.</u></p>	<ul style="list-style-type: none"> <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 2021, 2022, 2023 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> <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 4 "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 2021, 2022, 2023 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</li> </ul>

	<p>will verify the information itself in publicly available databases.</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>
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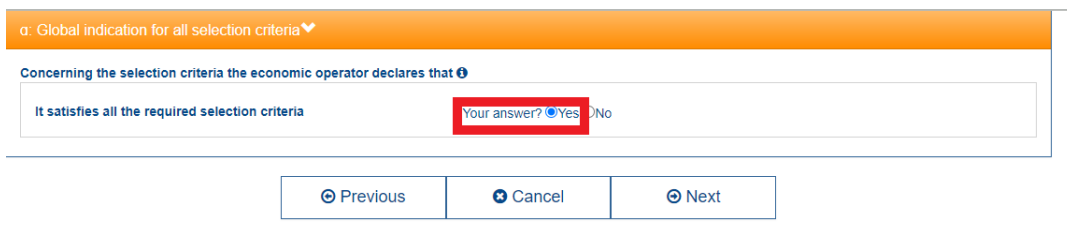
#### 8.4. Technical and professional ability

No	Requirement	Documents to be submitted
8.4.1.	In past 3 (three) years (2021, 2022 and 2023) until the submission date of the Proposal Tenderer has delivered at least 3 (three) third party liability and/or professional liability insurance policies that includes Directors and Officers (D&O) liability risk coverage, where at least 1 (one) policy was delivered with a limit of liability for D&O risk of EUR 10 000 000,00 (ten million euros zero cents) or more.	<ul style="list-style-type: none"> <li>- Filled and signed Annex No 3 "Experience of the Tenderer", where the Tenderer's experience is clearly specified.</li> </ul>
8.4.2.	Tenderer is registered as insurance company in accordance with the laws of the state of its registration and is legally capable of providing the Services in the Republic of Latvia.	<ul style="list-style-type: none"> <li>- For Tenderer who is registered or residing in Latvia the Contracting authority will verify the information itself in publicly available databases. If the contracting authority cannot verify the information in publicly available databases, Contracting authority will request for Tenderer to submit a copy of licence (or equivalent document) issued by the competent authority which allows the insurance company to provide liability insurance services in the territory of Latvian Republic;</li> <li>- For Tenderer who is registered or residing outside of Latvia, Tenderer shall submit a copy of license (or equivalent document) issued by a competent authority which allows the insurance company to provide liability insurance services in the territory of the Republic of Latvia;</li> <li>- Insurance company who has the rights to provide Services outside the Republic of Latvia, but has not been registered for provision of Services in Republic of Latvia, in case it will be awarded the contract, will have to register in Republic of Latvia in accordance with the laws and regulations to be legally capable of providing relevant Services in Republic of Latvia. A copy of license (or equivalent document) before the conclusion of the</li> </ul>

	<p>Contract shall be submitted to the Contracting authority.</p>
<p><b>8.4.3.</b> Tenderer or insurance group in which Tenderer is included, has been evaluated by the international credit rating agency with a rating (Financial Strength rating) in investment category (i.e. Standard &amp; Poors rating from AAA to BBB – including)</p> <p>and</p> <p>if any percentage of the insured risk is reinsured by internationality recognized and proven insurance / reinsurance companies, such company has been evaluated with international credit rating agency credit ratings (Financial Strength Rating) in investment category (i.e. Standard &amp; Poors rating from AAA to BBB – including).</p>	<p>– Tenderer’s statement (affirmation) that Tenderer or insurance group in which Tenderer is included, has been evaluated by the international credit rating agency with a rating (Financial Strength Rating) in investment category (i.e. Standard &amp; Poors rating from AAA to BBB – including) and if any percentage of the insured risk is reinsured by internationally recognized and proven insurance / reinsurance companies, such company has been evaluated with international credit rating agency credit ratings (Financial Strength Rating) in investment category (i.e. Standard &amp; Poors rating from AAA to BBB – including).</p>
<p><b>8.4.4.</b> If Proposal is submitted by Insurance intermediary, it is registered as insurance and reinsurance intermediary and is legally capable of providing the Services in the Republic of Latvia.</p> <p>For the sake of clarity, Insurance intermediary together with other entities on whose capacity it relies on must be able to fulfil all the Procurement related requirements including those set in Section 8.2, 8.3 and 8.4 of the Regulations and Annex No 1 “Technical specification” of the Regulations.</p>	<p>– For Insurance intermediary who is registered or residing in Latvia the Contracting authority will verify the information itself in publicly available databases. If the contracting authority cannot verify the information in publicly available databases, Contracting authority will request for Insurance intermediary to submit a copy of licence (or equivalent document) issued by the competent authority which allows the Insurance intermediary to provide liability insurance services in the territory of Latvian Republic;</p> <p>– For Insurance intermediary who is registered or residing outside of Latvia, Insurance intermediary shall submit a copy of license (or equivalent document) issued by a competent authority which allows the Insurance intermediary to provide liability insurance services in the territory of the Republic of Latvia;</p> <p>– Insurance intermediary who has the rights to provide services outside the Republic of Latvia, but has not been registered for provision of Services in the Republic of Latvia, in case the Tenderer will be awarded the Contract, will have to register in the Republic of Latvia in accordance with the laws and regulations to be legally capable of providing Services in Republic of Latvia. A copy of license (or equivalent document) before the conclusion of the Contract shall be submitted to the Contracting authority.</p> <p>– Confirmation issued by insurance company that allows insurance intermediary to represent the insurance company in full amount (from submitting the Proposal till provision of Contract);</p> <p>– Confirmation issued by insurance company that will certify that insurance company will fulfil the requirements established in Regulations and Annex 1 “Technical specification” of the Regulations;</p> <p>– Confirmation that insurance intermediary and insurance company will jointly liable in performance in Services.</p>

- 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 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 the Tenderer and 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. If any of the requirements related to the exclusion grounds (Section 8.1. of the Regulations) differ from the requirements specified in the Public Procurement Law and Section 11.1 of the Law On International Sanctions and National Sanctions of the Republic of Latvia, the requirements of regulatory enactments shall prevail and the Procurement commission shall act in accordance with requirements specified in the relevant regulatory enactments.
- 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 2 "Application" of the Regulations. If the Tenderer to whom the Contract should be awarded will comply with any of exclusion grounds mentioned in this Section, the Procurement commission will follow the procedures specified in the Section 43, Paragraph one – seven 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.



- 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 5 "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 6 "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 by filling in the form in the Annex No 7 "Financial proposal" of the Regulations.
- 11.2. **The proposed contract price shall include all taxes, fees and payments and all costs related to the fulfilment of the Services, that can be reasonably estimated, except VAT.**
- 11.3. Tenderer shall include any travel expenses (if any arise) in proposed contract price. Contracting authority will not additionally reimburse any travel expenses incurred by Tenderer during the provision of Services.
- 11.4. The costs shall be specified in EUR.
- 11.5. The costs must be calculated and indicated with an accuracy of 2 (two) decimal places after comma. If more than 2 (two) decimal places after comma will be indicated, then only the first two decimal places will be considered.

## 12 TECHNICAL PROPOSAL

- 12.1. Tenderers shall prepare and submit a technical proposal in accordance with this Section considering aspects of Annex No 1 "Technical specification". Additionally, Technical proposal must contain at least the following:
- 12.1.1. Directors and Officers liability insurance policy draft;
  - 12.1.2. General terms and conditions of insurance;
  - 12.1.3. Special terms and conditions of insurance.
- 12.2. For avoidance of doubt, in the event of any discrepancies between the terms and conditions submitted by the Tenderer and the terms and conditions contained in the Regulations and/or other Open competition related documents that are prepared by the Contracting authority, the terms and conditions contained in

the Regulations and/or other Open competition related documents that are prepared by the Contracting authority shall prevail.

### 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/Procurement/114829>) 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 and sign Application form, Technical proposal, Financial proposal and other documents separately.
- 13.3 Documents to be included in the Proposal:
- 13.3.1 Application for participating in the Open competition in accordance with Annex No 2 "Application" of the Regulations;
  - 13.3.2 Technical proposal prepared in accordance with the Section 12 and the Annex No 1 "Technical Specification" of the Regulations;
  - 13.3.3 Financial proposal in accordance with Section 11 and the Annex 7 "Financial Proposal" 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 5 "Other entities on whose capacity Tenderer relies" 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 6 "Subcontractors" 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 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/Procurement/114829>.
- 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-Tenders system which is a subsystem of the Electronic Procurement System ensures first level encryption of the information provided in the Proposal documents.
- 14.2. If the Tenderer 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/Procurement/114829> by:

**26 February 2024 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 **26 February 2024 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 price 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. The Procurement commission opens and evaluates the Proposals in a closed session. Procurement commission is entitled to perform evaluation of the compliance only for the Tenderer to whom the rights to conclude the Contract may be assigned.
- 17.2. The Procurement commission verifies whether the submitted Proposals comply with the requirements stipulated in Section 13 of the Regulations and whether all required information and documents is submitted and selects for further evaluation the compliant Proposals.

#### 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 Tenderers have filled in the relevant part of Annex No 1 "Technical specification" in accordance with the requirements. The Procurement commission 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 Annex No 7 "Financial proposal" in accordance with the requirements.
- 19.2 The Procurement commission verifies whether there are any arithmetical errors, whether an abnormally low Proposal has been received, as well as assesses and compares the proposed prices of the Financial proposal.
- 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 Proposal selection criterion is the most economically advantageous proposal according to the evaluation methodology described in this Section below, which complies with the requirements stipulated by the Regulations.
- 20.2 The economically most advantageous proposal in the Procurement shall be Proposal with the lowest proposed contract price (the only evaluation criterion), which complies with the requirements stipulated in the Regulations.
- 20.3 The Procurement commission shall determine a Tenderer in accordance with Section 20.2 of the Regulations and the Contract shall be awarded to the Tenderer with the lowest proposed contract price.

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

- 21.4 Change of persons on whose capacity Tenderer is relying on to certify its compliance with the requirements or subcontractors 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.
- 21.5 In the event the Tenderer or partnership member (if the Tenderer is a partnership) fails to comply with requirements stipulated in Section 8.1 of the Regulations (except Section 8.1.2, 8.1.12 – 8.1.14 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, the 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, i.e., 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, 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/Procurement/114829> 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 5 (five) business days – to submit to the Contracting authority a copy of licence (or equivalent document) issued by competent authority that allows to provide Services in the territory of Republic of Latvia (if applicable in accordance with Section 8.4.2 of the Regulations);
- 22.6.3 within 10 (ten) days from receiving the invitation – to sign the Contract.

- 22.7 The Contract will be concluded based on the selected Tenderer's Proposal and in accordance with the Annex No 8 "Draft contract" of the Regulations.
- 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 submit a copy of licence (or equivalent document) or does not submit a copy of licence (or equivalent document) within the deadlines defined in the Regulations (if applicable in accordance with Section 8.4.2 of the Regulations);
- 22.8.3 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.
- 22.10 Contracting authority may suspend the announced procurement procedure at any time, if there is an objective reason for that.

## 23 ANNEXES

1. Annex No 1 – Technical specification on 6 (six) pages;
2. Annex No 2 – Application on 2 (two) pages;
3. Annex No 3 – Experience of the Tenderer on 1(one) page;
4. Annex No 4 – Confirmation of the Tenderer's financial standing (form);
5. Annex No 5 – Other entities on whose capacity Tenderer relies on (form);
6. Annex No 6 – A list of subcontractors (form);
7. Annex No 7 –Financial proposal on 1 (one) page;
8. Annex No 8 – Draft contract.

## ANNEX NO 1: TECHNICAL SPECIFICATION

**TECHNICAL SPECIFICATION FOR THE PROCUREMENT  
"DIRECTORS AND OFFICERS LIABILITY INSURANCE"  
(ID NO. RBR 2023/18)**



**Co-funded by  
the European Union**

Riga  
2024

## 1. INTRODUCTION TO RAIL BALTICA

The Baltic countries Estonia, Latvia and Lithuania have historically been linked to the east-west railway transport axis using the 1520 mm gauge railway system. Because of the existing historical and technical constraints, the existing rail system is incompatible with mainland European standards, thus there is a consensus that Estonia, Latvia and Lithuania need to be fully integrated into the wider European rail transport system. Currently there is no efficient 1435 mm railway connection along the Warsaw-Kaunas-Riga-Tallinn axis, i.e. there are missing links or significant bottlenecks. Thus, there are no direct passenger or freight services along the railway axis as the existing infrastructure does not allow for competitive services compared to alternative modes of transport. Thus, the clear majority of the North-South freight is being transported by road transport and the overall accessibility in the region is low.

The ambitions of the Rail Baltica Global project (Global Project) are:

- to become a powerful catalyst for sustainable economic growth in the Baltic States;
- to set a new standard of passenger and freight mobility;
- to ensure a new economic corridor will emerge;
- sustainable employment and educational opportunities;
- an environmentally sustainable infrastructure;
- new opportunities for multimodal freight logistics development;
- new intermodal transport solutions for passengers;
- safety and performance improvements;
- a new value platform for digitalization and innovation;
- completion of Baltic integration in the European Union transport ecosystem.

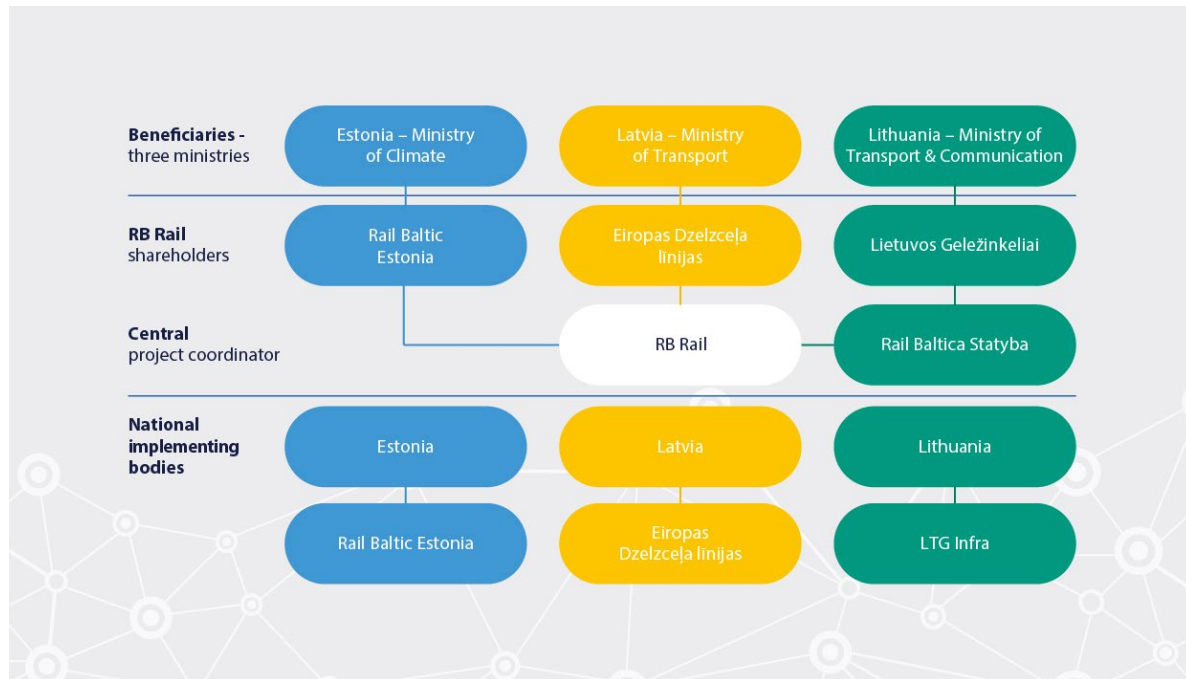
Rail Baltica is already designed to become a part of the EU TEN-T North Sea – Baltic Core Network Corridor, which links Europe's largest ports of Rotterdam, Hamburg and Antwerp – through the Netherlands, Belgium, Germany and Poland – with the three Baltic States, further connecting to Finland via the Gulf of Finland short sea shipping connections with a future fixed link possibility between Tallinn and Helsinki. Further northbound extension of this corridor shall pave the way for future connectivity also with the emerging Arctic corridor, especially in light of the lucrative prospects of the alternative Northern Circle maritime route development between Europe and Asia. Furthermore, the North Sea – Baltic Corridor crosses with the Baltic-Adriatic Corridor in Warsaw, paving the way for new supply chain development between the Baltic and Adriatic seas, connecting the Baltics with the hitherto inadequately accessible Southern European markets. In a similar fashion, Rail Baltica shall strengthen the synergies between North-South and West-East freight flows, creating new trans-shipment and logistics development opportunities along the Europe and Asia overland trade routes. The new Rail Baltica infrastructure would, therefore, not only put the Baltics firmly on the European rail logistics map, but also create massive opportunities for value creation along this infrastructure with such secondary economic benefits as commercial property development, revitalization of dilapidated urban areas, private spin-off investment, new business formation, technology transfer and innovation, tourism development and other catalytic effects. Rail Baltica aims to promote these effects from the early stages of the Global Project, learning from the key global success stories and benchmarks in this regard.

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

Additional info on the role of RB Rail AS and its organisational structure can be found:

- a) in the "AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF ESTONIA THE GOVERNMENT OF THE REPUBLIC OF LATVIA, AND THE GOVERNMENT OF THE REPUBLIC OF LITHUANIA ON THE DEVELOPMENT OF THE RAIL BALTIC/RAIL BALTICA RAILWAY CONNECTION", that is accessible here: <https://likumi.lv/ta/id/292029-par-igaunijas-republikas-valdibas-latvijas-republikas-valdibas-un-lietuvass-republikas-valdibas-ligumu-par-irail-balticrail-balticai-dzelzcela-savienojuma-izveidi>;
- b) on RB Rail AS official webpage: <https://www.railbaltica.org/> (please see sub-sections under the section "PROJECT IMPLEMENTERS").

The diagram below illustrates the shareholder and project governance structure of the Rail Baltica project.



For the sake of clarity:

- 1) Rail Baltic Estonia OÜ (reg. No 12734109), Sabiedrība ar ierobežotu atbildību "Eiropas dzelzceļa līnijas" (Registration No 40103836785), AB "LTG Infra" (Registration No 305202934), UAB "Rail Baltica statyba" (Registration No 303227458) are national Implementing Bodies (legal entities responsible for implementing the Rail Baltica Global project in their respective countries) and **they are under the supervision of RB Rail AS but are not subsidiaries of RB Rail AS;**
- 2) EIROPAS DZELZCEĻA LĪNIJAS, Sabiedrība ar ierobežotu atbildību (Registration No 40103836785), osauhing Rail Baltic Estonia (Registration No 12734109) and Rail Baltica statyba, UAB (Registration No 303227458) **are Shareholders of RB Rail AS.**
- 3) Ministry of Transport & Communication (Registration No 188620589) is a Shareholder of Akcine bendrove Lietuvos geležinkeliai (Registration No 110053842), and of Akcine bendrove Lietuvos geležinkeliai (Registration No 110053842), Ministry of Climate of the Republic of Estonia (Kliimaministerium) (Registration No 70001231) and Satiksmes ministrija (Registration No 90000088687) **are Shareholders of Rail Baltica statyba, UAB** (Registration No 303227458), osauhing Rail Baltic Estonia (Registration No 12734109) and EIROPAS DZELZCEĻA LĪNIJAS, Sabiedrība ar ierobežotu atbildību (Registration No 40103836785) respectively on country base.

RB Rail AS (together with governments of Estonia, Latvia and Lithuania (represented by the ministries in charge of transport policy) have applied for co-financing and signed Grant Agreements under the Connecting Europe Facility (CEF) Transport sector call in 2014, 2015, 2016, 2019, 2020, 2021 and 2023 (eight grant agreements in total) to support the Global Project expenses. RB Rail AS activities are not related to sales activities and RB Rail AS has no total revenue or net profit.

Rail Baltica is a joint project of three EU Member States – Estonia, Latvia and Lithuania – and concerns the building of a fast conventional double-track 1435 mm gauge electrified and ERTMS equipped mixed use railway line on the route from Tallinn through Pärnu (EE), Riga (LV), Panevėžys (LT), Kaunas (LT) to the Lithuania/Poland state border (including a Kaunas – Vilnius spur) with a design speed of 240km/h. In the longer term, the railway line could potentially be extended to include a fixed link between Helsinki and Tallinn, as well as integrate the railway link to Warsaw and beyond.

The expected core outcome of the Rail Baltica Global Project is a European gauge (1435mm) double-track railway line of almost 900 km in length meant for both passenger and freight transport and the required additional infrastructure (to ensure full operability of the railway). It will be interoperable with the TEN-T Network in the rest of Europe and competitive in terms of quality with other modes of transport in the region. The indicative timeline and phasing of the project implementation can be found here: <http://www.railbaltica.org/about-rail-baltica/project-timeline/>.

## 2. FRAMEWORK OF ASSIGNMENT

RB Rail AS (also - the "Policyholder") is looking for a service provider capable of providing the Services mentioned in this section. The provision of Services means that RB Rail AS's accountable persons are covered with liability insurance in accordance with this technical specification ("Technical Specification") and other provisions set by related Procurement documents. It is understood that accountable persons include existing members, ex-members and future members of the Policyholder's Supervisory Board (*padome*) ("SB Members"), Policyholder's Management Board (valde) ("MB Member"), and Policyholder's Shareholder representatives ("SH Representatives") and other persons who are deemed to be Insured Persons in accordance with this section.

Tenderer offering the Services have to envisage that Directors and Officers Liability Insurance should cover any financial loss (including, but not limited to expenditures, financial losses, damages, compensations, costs of expertise, law services for advocacy, other litigation costs and sums payable as a result of settlements) which arises by any claim against any Insured Person (as defined below) with respect to the Insurance Cover.

Detailed information regarding the Services:

<b>Type</b>	Directors and Officers Liability Insurance
<b>Policyholder</b>	RB Rail AS
<b>Policyholder's legal address</b>	Satekles iela 2B, Riga, LV-1050
<b>Policy</b>	An insurance policy that is issued in order to certify that the performance of the Services is ensured.
<b>Policy Period</b>	12 (twelve) months starting from 25 April 2024, 0:00 (Eastern European Time) till 24 April 2025, 23:59 (Eastern European Time), 24 hours in day.
<b>Insurance coverage scope</b>	A. Insured Person's liability cover B. Policyholder's reimbursement cover (Policyholder's expenses for claims against Insured Person)
<b>Limit of Liability</b>	EUR 20 000 000 (twenty million euros) any one claim and in the aggregate for the Policy Period with the following exception – maximum limit of the insurance cover for SB Members and SH Representatives must be sub-limited to EUR 6 000 000 (six million euros) any one claim and in the aggregate.
<b>Insured Persons</b>	<p>Insured Person means:</p> <ol style="list-style-type: none"> <li>I. any natural person who was or is, or becomes MB Member, SB Member, SH Representative or manager of any of the Policyholder's branches (irrespective of the type of contract/type of authorization under which all the aforementioned persons perform their duties);</li> <li>II. any natural person who was or is, or becomes a director or officer of the Policyholder and/or its branches;</li> <li>III. any employee of the Policyholder and/or its branches that doesn't meet any other criteria only if and to the extent a claim is made against him or her for a wrongful act when named as a co-defendant with other Insured Person;</li> <li>IV. any employee while acting in a managerial capacity at the Policyholder and/or its branches, or who is deemed to be performing any activity normally carried out by an Insured Person (including, but not limited to the Policyholder's chief accountant, legal counsel and members of a procurement commission established by the Policyholder, and those employees of the Policyholder and the Policyholder's branches who are members of any procurement commission established by Rail Baltic Estonia OÜ (reg. No 12734109), Sabiedrība ar ierobežotu atbildību "Eiropas dzelzceļa līnijas" (reg. No 40103836785), Akcine bendrove Lietuvos geležinkeliai (reg. No 110053842), AB "LTG Infra" (reg No 305202934), UAB "Rail Baltica statyba" (reg. No 303227458),</li> </ol>

	<p>Estonian Transport Administration (<i>Transpordiamet</i>) (reg. No. 70001490);</p> <p>V. any employee of the Policyholder and/or its branches in respect of an employment wrongful act;</p> <p>VI. any spouse or domestic partner or civil partner of any natural person who falls within the scope of definition of Insured Person above, but only in respect of an action to enforce a judgment obtained against such person against the property of that spouse or domestic partner or civil partner arising from a claim covered by this Directors and Officers Liability Insurance.</p> <p>Insured Person does not include any external auditor or liquidator or administrator or receiver or administrative receiver or legal or other professional adviser of the Policyholder and/or its branches.</p>
<b>Insurance Cover</b>	<p>Third Party liability for losses resulting from a claim against Insured Person in relation to wrongful acts they have committed (actual or alleged breach of duty, negligence, error, misstatement, omission, a conflict of interest, accounting inaccuracies, power of attorney misuse, false statements, false recommendations, expenses, damages, compensations and other payments the Insured Person is or will be obliged to pay in connection with any Third Party claim which incurred in connection with the performance of duties and passing decisions at Policyholder and/or Policyholder's branches, as well as reimbursement of expertise, legal, litigation and other expenses for the Insured Person against third-party claims, including sums as a result of a settlement, etc.).</p>
<b>Exclusions</b>	<p>Limited to exclusions commonly included in Directors and Officers Liability Insurance according to the market practice in Europe, unless otherwise specified in this Technical Specification or other Procurement related documents.</p>
<b>Notification</b>	<p>If a claim is made against the Insured Person during the Policy Period, the Policyholder shall provide a written notice as soon as practicable after the MB Member of the Policyholder becomes aware of such claim.</p> <p>If the Insured Person first becomes aware of a wrongful act or first becomes aware of a situation or circumstance that the Insured Person reasonably considers may become a claim, the Insured Person or the Policyholder provides a written notice of that as soon as practicable ("<u>Circumstance Notification</u>"). If such Circumstance Notification is made during the Policy Period, any claim that is subsequently made will be treated as having been made during the Policy Period.</p>
<b>Third Party</b>	<p>Any individual or legal entity, including without limitation, a state authority, RB Rail AS, RB Rail AS branches and RB Rail AS shareholders who have suffered losses in the result of the insurable event.</p>
<b>Minimum Insurance cover extensions and sub-limits</b>	<p>Defence costs – up to full Limit of Liability.</p> <p>Emergency costs – up to 5% (five percent) of the total Limit of Liability.</p> <p>Regulatory crisis response expenses - sub-limited at least up to EUR 250,000.</p> <p>Reputation recovery costs – sub-limited at least up to EUR 100,000.</p> <p>Loss mitigation costs – sub-limited at least up to EUR 100,000.</p> <p>Assets and Liberty costs – sub-limited at least up to EUR 250,000.</p> <p>Extradition costs – sub-limited at least up to EUR 250,000.</p> <p>Insolvency hearing costs – sub-limited at least up to EUR 100,000.</p> <p>Personal liability for corporate taxes – sub-limited at least up to EUR 1,000,000.</p> <p>Environmental and Pollution claims defence costs – sub-limited at least up to EUR 250,000.</p>



	<p>Civil fines, Administrative fines and Penalties Extension – sub-limited at least to EUR 200,000 in the aggregate.</p> <p>Employment Practices Liability– sub-limited at least up to EUR 500 000.</p> <p>Bodily Injury/ Property Damage Defence Costs – sub-limited at least up to EUR 500 000.</p> <p>Advancement costs extension.</p> <p>Retired Insured discovery period extension.</p> <p>Discovery period extension as defined below.</p> <p>In cases other than those referred to in this sub-section, no sub-limits apply, i.e., total limit for each such case is up to the full Limit of Liability.</p> <p>If applicable laws limits the maximum amount of any of the aforementioned sub-limits, then it must be sub-limited to the extent permitted by law.</p>
<b>Retroactive Date</b>	28 October 2014
<b>Discovery Period</b>	<p>Extended Discovery Period 90 days with no additional premium, but 3 years in the case, if this Policy is neither renewed nor replaced with the Insurer for any reason or the Limit of Liability will be reduced.</p> <p>The Policyholder may purchase additional Discovery Period for the additional premium of: up to 100% of the annual premium for the 12 months Discovery Period;</p>
<b>Retired Directors</b>	<p>The Insurer will provide an unlimited extended Discovery Period for any Insured Person who retires or resigns, other than by reason of a transaction or insolvency, during the Policy Period, provided that:</p> <ul style="list-style-type: none"> <li>(i) this Policy is not renewed or replaced with any other Insured Person liability cover; or</li> <li>(ii) where this Policy is renewed or replaced with any other Insured Person liability cover, such renewal or replacement policy does not provide an extended discovery period of at least 6 (six) years for such retired Insured Persons.</li> </ul>
<b>Past Insured</b>	<p>An Insured Person who during the Policy Period has retired from or ceased to hold an office as Insured Person other than an individual disqualified by an official, regulatory or judicial body or authority or court or arbitration, provided that there is no merger or acquisition and the Policyholder is not insolvent.</p> <p>The Insurer will pay to or on behalf of a Past Insured any loss arising from any claim first made against them following the expiry date of the Policy Period for a wrongful act committed before the Insured Person ceases to hold the office of an Insured Person, provided that such a Past Insured is not covered by any other policy affording Directors and Officers or Management Liability Cover which renews or replaces this Policy further to its expiration.</p> <p>Any claim shall be allocated to the last Policy Period and the remaining Limit of Liability shall apply.</p>
<b>Insurance Territory</b>	Worldwide, excluding USA, Canada, Russia, Belarus and other countries with which it is prohibited for the Policyholder to cooperate on the basis of regulatory enactments.
<b>Trigger</b>	Under this insurance, the grounds for indemnification must be any written demand for monetary or non-monetary relief or any civil (including arbitration and other alternative dispute resolution), criminal, regulatory or administrative proceeding against an Insured Person for a wrongful act, deemed to be made upon receipt by or service upon the Insured Person, whichever is earlier within the Insurance Period or Extended Reporting (discovery) Period (if it is in force) - claims made policy.
<b>Representation</b>	Representative of Insured Person (sworn advocate) against the third-party claims shall be selected by the Insured Person. The Insurer can only object

	to the chosen representative in case there is plausible probability of occurrence of corruption, conflict of interest or other material irregularities.
<b>Payment of Insurance Premium</b>	The Insurance Premium payment shall be made within 30 (thirty) calendar days from the conclusion of the Contract and after receipt of all necessary documents (including but limited – Insurer's invoice).
<b>Payment of Insurance Indemnity</b>	The Insurance Indemnity payment shall be made within 90 (ninety) days from the moment the Insurer has received all requested and necessary documents and information from all parties from whom it would be reasonable to expect relevant documents and information.
<b>Deductibles</b>	Nil euros (EUR 0,00) for Insured Person's liability; Five thousand euros (EUR 5 000) Policyholder's reimbursement cover.
<b>Jurisdiction</b>	Policy and provision of Services (including without limitation any issues arising out of or in connection with negotiation, validity, enforceability or other non-contractual disputes) is in all respects to be construed in accordance with and governed by Latvian law only.
<b>Policyholder's financial information</b>	RB Rail AS Annual Report 2022 - <a href="https://www.railbaltica.org/wp-content/uploads/2023/05/RB-Rail-AS-annual-report-2022.pdf">https://www.railbaltica.org/wp-content/uploads/2023/05/RB-Rail-AS-annual-report-2022.pdf</a>
<b>Additional notes</b>	The literal wording of proposed insurance terms and definitions might differ from those included in the Regulations for this Procurement, however the alternative wording shall not be narrower in scope than the terms of these Regulations or for this Procurement and should be aligned with and reflect the terms of the Regulations for this Procurement and its annexes (including this Technical Specification). In the event of discrepancies, the terms and definitions set in the Regulations for this Procurement and its annexes shall prevail.

**ANNEX NO 2: APPLICATION**

**APPLICATION FOR PARTICIPATION IN THE OPEN COMPETITION  
"DIRECTORS AND OFFICERS LIABILITY INSURANCE"  
(ID NO RBR 2023/18)**

Name of the Tenderer or all members of the partnership	
Registration number of the Tenderer or all members of the partnership	
VAT payer registration number of the Tenderer or all members of the partnership <sup>10</sup>	
Name, surname and position of the person authorized to represent the Tenderer or name of nominated representative (in case of established partnership)	
Legal address of the Tenderer or all members of the partnership	
Correspondence address of the Tenderer or all members of the partnership	
Bank of the Tenderer or all members of the partnership	
Bank code (SWIFT) of the Tenderer or all members of the partnership	
Bank account (IBAN) of the Tenderer or all members of the partnership	
Contact person and contact information of the Tenderer (name, surname, position, telephone number, e-mail)	

By submitting the Proposal, the Tenderer hereby:

1. Confirms participation in the Open competition "Directors and Officers liability insurance" (ID No RBR 2023/18):
2. Informs that the following entities and/or persons comply with the following exclusion grounds (if any):

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

3. Confirms that, if the Tenderer will be awarded the Contract, the Tenderer will provide quality and timely performance of the contractual liabilities for the proposed price and in accordance with the requirements of the Annex No 1: "Technical specification" of the Regulations;

<sup>10</sup> Tenderer registered or residing outside of Latvia, if applicable, shall indicate VAT payer registration number assigned by the State Revenue Service 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 enclosed to the Regulations as an Annex No 8 "Draft contract";
5. Confirms that in the preparation and submission of its Proposal, Tenderer has fully considered all the clarifications issued by the Contracting authority;
6. Confirms that Tenderer has prepared the Proposal without connection with any other person, company or parties likewise submitting a Proposal and that it is prepared in all respects for in good faith, without collusion or fraud;
7. 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>11</sup> that meets the criteria of (please indicate by ticking relevant box):**

- a small                       medium                       other

sized enterprise<sup>12</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>13</sup>

**11. Information on persons which have a decisive influence<sup>14</sup> in the Tenderer on the basis of participation within the meaning of the laws and regulations regarding groups of companies (*if applicable*):**

No	Name of the person and other related information which identifies person
1.	
...	

**12. Information on beneficial owners<sup>15</sup> of the Tenderer:**

No	Name of the beneficial owner and other related information which identifies person
1.	
...	

<sup>11</sup> Tenderer must indicate size of enterprise for each member of the partnership, if the Tenderer is a partnership.

<sup>12</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>13</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)

<sup>14</sup> According to Section 3 of Group of Companies Law of Latvia a decisive influence arises on the basis of a group of companies contract, as well as on the basis of participation in the following cases - an undertaking has a decisive influence over a company on the basis of participation, if at least one of the following circumstances exist: 1) the undertaking has the majority of voting rights in the company; 2) the undertaking as a shareholder of the company has the right to appoint or remove the majority of members of the executive body or of the supervisory body of the company; 3) the undertaking is a shareholder of the company and, exercising only its rights of a shareholder, during the accounting year has appointed the majority of members of the executive body or of the supervisory body of the company; or 4) the undertaking is a shareholder of the company and, on the basis of agreement with other shareholders, has sole control of the majority of voting rights in the company.

<sup>15</sup> Beneficial owner: a natural person who is the owner of the customer - legal person - or who controls the customer, or on whose behalf, for whose benefit or in whose interests business relationship is being established or an individual transaction is being executed, and it is at least:

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

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

[date of signing] [signature]

[name and position of the representative of the Tenderer]

### ANNEX NO 3: EXPERIENCE OF THE TENDERER

#### DESCRIPTION OF THE TENDERER'S EXPERIENCE FOR OPEN COMPETITION "DIRECTORS AND OFFICERS LIABILITY INSURANCE" (ID NO. RBR 2023/18)

No	Client, client's contact information for references (name of representative, phone, e-mail) <sup>16</sup>	Period of the contract (month/year – month/year)	Description of the services provided what characterize required experience, stated in Section 8.4.1 of the Regulations	Limit of liability for D&O risk (EUR)
1.				
2.				
3.				
n+1				

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[date of signing]

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[name and position of the representative of the Tenderer]

<sup>16</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 8.3.1 of the Regulations.

## ANNEX NO 4: CONFIRMATION OF TENDERER'S FINANCIAL STANDING

### CONFIRMATION OF TENDERER'S FINANCIAL STANDING FOR THE OPEN COMPETITION "DIRECTORS AND OFFICERS LIABILITY INSURANCE" (ID NO RBR 2023/18)

#### 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 (2021, 2022, 2023) is not less than 82 000.00 (eighty two thousand euros, 0 cents) EUR.

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 (2021, 2022, 2023), the financial turnover must be indicated for the Tenderer's previous 3 (three) reporting years.

No	Year	Total Turnover in EUR	Notes
<p>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:</p> <p>_____</p> <p>Name of the Tenderer/member of a partnership/other entity</p>			
1.	2023		
2.	2022		
3.	2021		
<b>Average annual turnover within the last 3 (three) financial years</b>			

*\*If the financial turnover is in another currency than euro, for this Proposal it should be recalculated in euro in accordance with the currency exchange rate published by the European Central Bank on the proposal submission date<sup>17</sup>.*

#### 2. Section 8.3.2 of the Regulations

The Tenderer or each member of the partnership (if the Tenderer is a partnership) on whose financial and economic capabilities the partnership is relying and who shall be financially and economically responsible for fulfilment of the 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).

\_\_\_\_\_

\_\_\_\_\_

<sup>17</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)

Name of the Tenderer/member of partnership/other entity

*equity = total assets [please indicate] – total liabilities [please indicate] = \_\_\_\_\_*

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[date of signing]

[signature]

[name and position of the representative of the Tenderer]



**ANNEX NO 5: OTHER ENTITIES ON WHOSE CAPACITY TENDERER RELIES**
**A LIST OF OTHER ENTITIES ON WHOSE CAPACITY TENDERER RELIES  
 TO MEET THE REQUIREMENTS OF THE OPEN COMPETITION  
 "DIRECTORS AND OFFICERS LIABILITY INSURANCE"  
 (ID NO. RBR 2023/18)**

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

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 [date of signing]

[name and position of the representative of the Tenderer]

**ANNEX NO 6: SUBCONTRACTORS**

**A LIST OF THE SUBCONTRACTORS FOR THE OPEN COMPETITION**  
**"DIRECTORS AND OFFICERS LIABILITY INSURANCE"**  
**(ID NO. RBR 2023/18)**

No	Name of the sub-contractor (registration No., legal address)	Description of the sub-contracted task	Sub-contracted tasks		Size of the enterprise <sup>18</sup>
			Amount, EUR (without VAT)	% from the proposed price	
I	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>					
II	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>					

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 [date of signing]

[signature]

[name and position of the representative of the Tenderer]

<sup>18</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 7: FINANCIAL PROPOSAL

### FINANCIAL PROPOSAL FOR THE OPEN COMPETITION "DIRECTORS AND OFFICERS LIABILITY INSURANCE" (ID NO. RBR 2023/18)

The Tenderer [*name of the Tenderer*] offers to deliver Services in accordance with the Annex No 1 "Technical specification" for the following costs<sup>19</sup>:

No	Services	Unit	Quantity	Unit price EUR, excl. VAT	Amount EUR, excl. VAT
1	Amount of Premium	year	1		*

Total price EUR (excl. VAT) in words: \_\_\_\_\_.

\* Contract price that will be evaluated in accordance with Section 20 of the Regulations.

Please provide the following information:

No	Services	Percent of annual premium	Amount EUR, excl. VAT
1	Extended discovery period (first year) <sup>20</sup>		

\_\_\_\_\_

[date of signing]

\_\_\_\_\_

[name and position of the representative of the Tenderer]

<sup>19</sup> When preparing the Financial proposal, the rules of Section 11 of the Regulations shall be considered.

<sup>20</sup> Please see the section "Discovery period" in the Technical specification.

**ANNEX NO 8: DRAFT AGREEMENT**

**PLEASE SEE THE SEPARATE FILE "SERVICE AGREEMENT FOR THE PROVISION OF DIRECTORS AND OFFICERS LIABILITY INSURANCE"**