With amendments made December 22, 2023. Session minutes No 2.

REGULATIONs

for the OPEN COmpetition

 “IT-EQUIPMENT FRAMEWORK”

(Identification No RBR 2023/8)



Riga

2023

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1. Abbreviations and terms
	1. **Common procurement vocabulary (CPV)** – a nomenclature approved by the European Union which is applied in public procurement procedures;
	2. **Contracting authority** - the joint stock company RB Rail AS, registration number: 40103845025, legal address: Satekles iela 2B, Riga, LV-1050, Latvia;
	3. **Contractor** – seller of goods awarded the right to enter into the Contract in Open competition to sell goods in accordance with requirements stipulated in Regulations and Contract;
	4. **Framework agreement (also Contract)**- such agreement between one or several contracting authorities and one or several economic operators the purpose of which is to establish and characterise the procurement contracts to be concluded within a certain period of time and to provide for the provisions according to which such contracts will be concluded (especially in relation to the prices and, if necessary, the quantity envisaged);
	5. **Identification number** - designation, which includes the abbreviation of the name of the Contracting authority (the first capital letters), the relevant year and the procurement sequence number in ascending order (RBR 2023/8);
	6. **Open Competition (also the Procurement)** – procurement procedure “IT-EQUIPMENT FRAMEWORK” (identification number: RBR 2023/8) in which all interested Suppliers are entitled to submit their Proposals;
	7. **Procurement commission** - commission the composition of which has been established by the Contracting authority, order No 1.9-2022-37 dated October 10, 2023;
	8. **Proposal** - documentation package the Tenderer submits to participate in the Open competition;
	9. **Public Procurement Law (PPL)** - Public Procurement Law of the Republic of Latvia;
	10. **Regulations** – regulations of the Procurement “IT-EQUIPMENT FRAMEWORK” (identification number: RBR 2023/8), as well as all the enclosed annexes;
	11. **Supplier** – a natural person or a legal person, a group or association of such persons in any combination thereof, which offers to perform works, supply products or provide services accordingly;
	12. **Tenderer** – a Supplier which has submitted a Proposal;
	13. **VAT** – Value Added Tax.
2. General information
3. 1. The identification number of the Procurement is RBR 2023/8
	2. The Open competition is co-financed by the Contracting Authority and Connecting Europe Facility (CEF).
	3. This Open competition is organized in accordance with the Public Procurement Law in effect on the date of publishing the contract notice. Rules of Cabinet of Ministers No 107 “Tendering procedures for Procurement procedures and Design contests”, Rules of Cabinet of Ministers No 353 “Requirements for green public procurement and its application procedure” in effect on the date of publishing the contract notice.
	4. 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/>).
	5. The Regulations is freely available on Contracting authority’s profile in the E-Tenders system on webpage https://www.eis.gov.lv/EKEIS/Supplier/Procurement/108856 and on the webpage of the Contracting authority <http://railbaltica.org/tenders/>.
	6. Amendments to the Regulations and answers to Suppliers’ questions will be published **o**n Contracting authority’s profile in the E-Tenders system on webpage https://www.eis.gov.lv/EKEIS/Supplier/Procurement/108856 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.
	7. Contact person of the Contracting authority for this Open competition is Procurement Specialist Anastasija Luceviča, telephone: +371 20362726, email: anastasija.lucevica@railbaltica.org.
	8. The exchange of information between the Procurement commission and the Supplier or Tenderer shall be in writing (by sending documents electronically to e-mail or using E-Tenders system) in English (if information is submitted in Latvian, it shall be accompanied by a translation into English).
	9. If the Supplier does not have access to the E-Tenders system, the Supplier shall follow the guidance for obtaining access to the system available on the Contracting authority’s website at <http://www.railbaltica.org/procurement/e-procurement-system/>.
	10. The Supplier can request additional information regarding the Regulations. Additional information can be requested in writing through the E-Tendering subsystem or (only in case the Supplier does not have access to the system) by sending it to the Procurement commission electronically to the e-mail (see Section 2.8. of the Regulations), indicating the Procurement Identification number.
	11. Any additional information must be requested in a timely manner, so that the Procurement commission can reply on time - no later than 6 (six) days prior to the deadline of the Proposal submission. The Procurement commission shall provide response within 5 (five) Working days from the day of the receipt of the request form the Supplier.
	12. The Supplier covers all expenses which are related to the preparation of the Proposal and its submission to the Contracting authority. Under no circumstances will the Contracting authority be liable for compensation of any costs and damages related to the preparation and submission of the Proposal or the Supplier’s participation in the Procurement exercise.
4. The rights of the Procurement commission
	1. The Procurement commission has the right to demand at any stage of the Procurement that the Tenderer submits all or part of the documents which certify Tenderer’s compliance to the requirements for the selection of tenderers. The Procurement commission does not demand documents or information which is already at its disposal or is available in public data bases.
	2. If the Tenderer submits document derivatives (e.g. copies), then in case of doubt about the authenticity of the submitted document derivation the Procurement commission can demand that the Tenderer shows the original documents.
	3. During the evaluation of the Proposals, the Procurement commission has the right to request the Tenderer to clarify the information included in its Proposal.
	4. If the Procurement commission determines that the information about the Tenderer, its subcontractors and persons upon whose capacity the Tenderer is relying on that is included in the submitted documents is unclear or incomplete, it demands that the Tenderer or a competent institution clarifies or expands the information included in the Proposal. The deadline for submission of the necessary information is determined in proportion to the time which is required to prepare and submit such information. If the Procurement commission has demanded to clarify 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.
5. The obligations of the Procurement commission
	1. The Procurement commission ensures the documentation of the Procurement process.
	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/Supplier/Procurement/108856 and on the webpage of the Contracting authority <http://railbaltica.org/tenders/>.
	3. If an interested Supplier has in a timely manner in writing by post or electronically (including via 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 publishes this information on Contracting authority’s profile in the E-Tenders system’s webpage https://www.eis.gov.lv/EKEIS/Supplier/Procurement/108856 and on its webpage [http://railbaltica.org/tenders/](http://railbaltica.org/global-forum-day-1-presentations/) where Open competition documents are available, indicating the question asked.
	4. If the Contracting authority has amended the Open competition documents, it publishes this information on Contracting authority’s profile in the E-Tenders system’s webpage
	https://www.eis.gov.lv/EKEIS/Supplier/Procurement/108856 and on the Contracting authority's webpage <http://railbaltica.org/tenders/> where Open competition documents are available, no later than 1 (one) day after the notification regarding the amendments has been submitted to Procurement Monitoring Bureau for publication. If Supplier wishes to receive relevant updates/notifications by email regarding the Procurement exercise (e.g., when amendments to the procurement package documentation are published), Supplier shall register as an interested supplier on the E-Tenders system for the particular Procurement exercise accordingly.
	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.
	6. The Procurement commission evaluates Tenderers and their Proposals based on the Public Procurement Law, Regulations, as well as other applicable regulatory enactments.
	7. The Procurement commission prepares a report on the Open competition and publishes it on Contracting authority’s profile in the E-Tenders system’s webpage https://www.eis.gov.lv/EKEIS/Supplier/Procurement/108856 and on the Contracting authority's webpage [http://railbaltica.org/tenders/](http://railbaltica.org/tenders/164-2/) within 5 (five) working Days from the day when the decision about the results of the Open competition is made.
6. The rights of the Tenderer
	1. The Contractor 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/>).
	2. The Tenderer can request and within 3 (three) business days after submitting the request receive a copy of the Proposal opening sheet, which is an annex to the Proposal opening meeting minutes.
	3. If the Contracting authority gets the necessary information about the Tenderer directly from a competent institution, through data bases or other sources 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.
	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.
7. Subject-matter of the open competition
	1. Through the open competition Contracting authority intends to establish the list of suppliers having required qualification and experience for supplies of IT goods (see the table below) who could be called on-demand basis to sell goods throughout the implementation of Rail Baltica Global project in accordance with Annex No 1 “Technical specification”, Annex No 5a “Technical proposal” and Annex No 8 “Draft contract” of the Regulations.

6.2. The main CPV code of subject-matter is 30000000-9 - Office and computing machinery, equipment and supplies except furniture and software packages. Subject-matter is divided into following Lots, each Lot’s CPV code mentioned in the table:

|  |  |  |  |
| --- | --- | --- | --- |
| **Lot No** | **Name of the Procurement Lot** | **CPV code** | **Maximum price for each lot is up to:** |
| **1.** | Office machinery and Computer related equipment and supplies (except the Goods procured in Lot 2., 3. and 4.). | **Main code: 30100000-0 – Office machinery****Additional codes:** **30200000-1 – Computer equipment and supplies**30230000-0 – IT-related equipment  | EUR 100 000,00 (one hundred thousand euro) without VAT |
| **2.** | Laptop sets and Desktops and corresponding spare and component parts. | Main code: 30213000-5 – Personal computers 30237000-9 Parts, accessories and supplies for computers | EUR 400 000,00 (four hundred thousand euro) without VAT  |
| **3.** | Uninterrupted power supply (UPS) devices, corresponding spare and component parts and accessories. | **Main code:** 31154000-0 - Uninterruptible power supplies | EUR 100 000,00 (one hundred thousand euro)without VAT |
| **4.** | Network devices, corresponding spare and component parts and accessories. | **Main code**: [32420000-3](https://info.iub.gov.lv/cpv/parent/2581/clasif/main/) - Network equipment | EUR 150 000,00 (one hundred fifty thousand euro)without VAT |

* 1. The Tenderer is entitled to submit Proposal for 1 (one) or several Lots. All requirements established within this Regulation are applicable for all procurement Lots, unless specified otherwise in the respective clause of Regulation. If the Tenderer submit Proposal for more than one Lot or all Lots, the Tenderer must ensure that it complies with all requirements established for each respective Lot, as well as ensure enough resources needed for implementation of the assignments within the Framework agreement, in case awarded with the contract signing rights, considering there might be case when several assignments need to be issued at the same time for several Lots. If the Tenderer submit Proposal for more than one Lot proposals shall be prepared and include all required documents for each Lot separately.
	2. The delivery of goods for all Lots will take place in Latvia, Lithuania and Estonia.
	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.
	4. Duration of the Framework agreement is 36 (thirty-six) months starting from the Signing Date or until the Framework Agreement value is reached, whichever comes first. In case the Framework Agreement value has not been reached, yet the initial 36 (thirty-six) month term has passed, then the Framework Agreement can be further prolonged for an additional 12 (twelve) months, or until the Total Framework Agreement value has been reached, whichever comes first.  The Contracting Authority is not obliged to use the entire amount of Contract price. Within execution of the Contract, the Contracting Authority is not bound by a specific volume of services, and it makes the orders in accordance with its needs and finances.
	5. Procurement commission according to Regulation requirements selects the Tenderers for each Lot who meet the minimal qualification requirements dedicated for the corresponding Lot;

6.7.1. After evaluation and scoring of qualified Tenderers, up to or 3 (three) Tenderers with the highest scores shall be awarded with the rights to conclude a Framework Agreement for each corresponding lot. If there shall be only 1 (one) qualified Tenderer for any Lot, the rights to conclude a Framework Contract shall be granted to such Tenderer.

* + 1. Procurement commission makes evaluation of the Proposals and scoring of selected Tenderers according to contract award criteria making the list of successful Tenderers for each Lot;
		2. After evaluation and scoring Tenderers with the highest scores shall be awarded with the rights to conclude a Framework Contract for a corresponding lot;
		3. After conclusion of the Framework Contract for the provision of goods Contracting authority shall appoint the supplier with the assignments through the Direct Award or by conducting a Mini-Competition as stated in Framework agreement Section IV Appointment of an Assignment.
	1. The Contracting Authority shall decide to terminate the procurement procedure and/or lot if only one Tenderer has applied.
1. Tenderer
	1. The Proposal can be submitted by:
* + 1. A Supplier who is a legal or natural person (hereinafter – the Tenderer) which offers on the market to perform works, supply products, or provide services accordingly and who complies with the selection criteria for Tenderers;
		2. A group of Suppliers (hereinafter also – the Tenderer, partnership) which offer on the market to perform works, supply products, or provide services accordingly and who complies with the selection criteria for Tenderers:
			1. A group of Suppliers who have formed a partnership for the Open competition. In this case all the members of the partnership shall be listed in Annex No 2 “Application for participating in the Open competition” of the Regulations. If it will be decided to award contracting rights to such partnership, then prior to concluding the Contract the partnership shall at its discretion either enter into a partnership agreement (within the meaning of The Civil Law of the Republic of Latvia, Sections 2241-2280) and submit one copy of this agreement to the Contracting authority or establish a general or limited partnership (within the meaning of The Commercial Law of the Republic of Latvia, Division IX and X) and notify the Contracting authority in writing.
			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.
	1. According to Article 5k of Council Regulation (EU) 2022/576 of 8 April 2022 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia`s actions destabilising the situation in Ukraine[[1]](#footnote-2) it is prohibited to participate in the Open competition:
		1. a Russian national, or a natural or legal person, entity or body established in Russia;
		2. a legal person, entity, or body whose proprietary rights are directly or indirectly owned for more than 50% by an entity referred to in Sub-Section 7.2.1. of this Section;

or

* + 1. 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.
	1. 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.
1. Selection criteria for Tenderers
	1. Exclusion grounds

Before making the decision to award the contract signing rights, Contracting authority shall verify whether the Tenderer, to whom the contract signing rights should be awarded, is not a subject for exclusion grounds set in section 2 of Article 42 of Public Procurement Law of Republic of Latvia. The Contracting Authority shall exclude the Tenderer from further participation in the open competition in any of the following circumstances:

| No | Requirement | Documents to be submitted[[2]](#footnote-3) |
| --- | --- | --- |
| 8.1.1 | Within previous 3 (three) years before submission of the Proposal:* The Tenderer;
* Person who is Tenderer’s management board or supervisory board member;
* Person with representation rights or a Procura holder;
* Person who is authorized to represent the Tenderer in operations in relation to a branch;
* Subcontractor whose value of services or works to be provided is at least 10`000 (ten thousand) euros of the contract price;
* Person on whose capacity Tenderer is relying on to certify its compliance with the requirements;
* Beneficial owner of the Tenderer;[[3]](#footnote-4)
* Person who has decisive influence on participation in the sense of the normative/regulatory acts[[4]](#footnote-5)

has been found guilty of or has been subjected to coercive measures for committing any of the following criminal offences by such a public prosecutor’s order regarding punishment or a court judgement that has entered into force and may not be challenged and appealed:a) establishment, management of, involvement in a criminal organization or in an organized group included in the criminal organization or other criminal formation, or participation in criminal offences committed by such organization,b) bribe-taking, bribery, bribe misappropriation, intermediation in bribery, unauthorized participation in property transactions, taking of prohibited benefit, commercial bribing, unlawful claiming of benefits, accepting or providing of benefits, trading influences,c) fraud, misappropriation or money-laundering,d) terrorism, terrorism funding, creation, or organization of a terrorist group, traveling for terrorist purposes, justification of terrorism, calling to terrorism, terrorism threats or recruiting or training a person in performance of acts of terrorism,e) human trafficking,f) evasion from payment of taxes or similar payments. | * For a Tenderer and a person who is Tenderer’s management board or supervisory board member, person with representation rights or a Procura holder, or a person who is authorised to represent the Tenderer in operations in relation to a branch;
* For subcontractor whose value of works to be performed or services to be provided is at least 10`000 (ten thousand) euros of the contract price;
* For a person on whose capacity Tenderer is relying on to certify its compliance with the requirements,
* For beneficial owner of the Tenderer;

who is registered or residing in Latvia, Contracting authority will verify the information itself in publicly available databases.* For a Tenderer and a person who is Tenderer’s management board or supervisory board member, person with representation rights or a Procura holder, or a person who is authorised to represent the Tenderer in operations in relation to a branch;
* For subcontractor whose value of works to be performed or services to be provided is at least 10`000 euros of the contract price;
* For a person on whose capacity Tenderer is relying on to certify its compliance with the requirements;
* For beneficial owner of the Tenderer;

who is registered or residing outside of Latvia, Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence.* For a person who has decisive influence on participation in the sense of the normative/regulatory acts 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.[[5]](#footnote-6)**
 |
| 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* The Tenderer;
* Subcontractor whose value of works to be performed or services to be provided is at least 10`000 (ten thousand) euro of the contract price;
* Person on whose capacity Tenderer is relying on to certify its compliance with the requirements;
* Beneficial owner of the Tenderer;
* Person who has decisive influence on participation in the sense of the normative/regulatory acts

has tax debts (including state social insurance contributions):1. in Latvia in accordance with the Law “On Taxes and Fees”

or 1. in a country where it has been incorporated or is permanently residing in accordance with the laws and regulations of the country of registration or residence has unfulfilled obligations in the field of taxes (including state social insurance contributions).
 | * For a Tenderer;
* For Subcontractor whose value of works to be performed or services to provided is at least 10`000 (ten thousand) euros of the contract price;
* For a person on whose capacity Tenderer is relying on to certify its compliance with the requirements;
* For beneficial owner of the Tenderer;

who is registered or residing in Latvia, Contracting authority will verify the information itself in publicly available databases;* For a Tenderer;
* For Subcontractor whose value of works to be performed or services to be provided is at least 10`000 euros of the contract price;
* For a person on whose capacity Tenderer is relying on to certify its compliance with the requirements;
* For the beneficial owner of the Tenderer;

who is registered or residing outside of Latvia Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence.* For a person who has decisive influence on participation in the sense of the normative/regulatory acts 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 with decisive influence.**
 |
| 8.1.3. | Insolvency proceedings have been announced, the business activities have been suspended, the business is under liquidation for;-Tenderer;-Subcontractor whose value of works to be performed or services to be provided is equal to or exceeds 10`000 (ten thousand) euros of the contract price;-Person on whose capacity the Tenderer is relying on to certify its compliance with the requirements. | * For a Tenderer;
* For subcontractor whose value of works to be performed or services to be provided is equal to or exceeds 10`000 (ten thousand) euros of the contract price;
* For a person on whose capacity the Tenderer is relying on to certify its compliance with requirements;

who is registered or residing in Latvia, the contracting authority will verify the information itself in publicly available databases;* For a Tenderer;
* For subcontractor whose value of works to be performed or services to be provided is equal to or exceeds 10`000 (ten thousand) euros of the contract price;
* For a person on whose capacity the Tenderer is relying on to certify its compliance with the requirements;

who is registered or residing outside of Latvia, the person shall **submit an appropriate statement from the competent authority of the country of registration or residence.** |
| 8.1.4. | A person who drafted the procurement procedure documents (Contracting authority’s official or employee), Procurement commission member, Procurement commission secretary or expert is related to the Tenderer or is interested in selection of some Tenderer and the Contracting authority cannot prevent this situation by measures that cause less restrictions on Tenderer. A person who drafted the procurement procedure documents (Contracting authority’s official or employee), Procurement commission member, Procurement commission secretary or expert is presumed to be related to the Tenderer in any of the following cases:a) If he or she is a current and/or an ex-employee, official, shareholder, Procura holder or member of a Tenderer or a subcontractor which is legal person and if such relationship with the legal person was terminated within the last 24 (twenty-four) months;b) If he or she is the father, mother, grandmother, grandfather, child, grandchild, adoptee, adopter, brother, sister, half-brother, half-sister or spouse (hereinafter – relative) of a Tenderer’s or subcontractor’s, which is a legal person, shareholder who owns at least 10% of the shares in a joint-stock company, shareholder in a limited liability company, procure holder or an official;c) If he or she is a relative of a Tenderer or a subcontractor which is a natural person.d) If he or she is current or former beneficial owner of a Tenderer which is a legal person and if such relationship with the legal person was terminated within the las 24 (twenty-four) months;e) If he or she is a relative of the beneficial owner who is a legal person. If the Tenderer is a partnership, consisting of natural or legal persons, a relation to the Tenderer is presumed also if a person who drafted the procurement procedure documents (Contracting authority’s official or employee), Procurement commission member or expert is related to a member of a partnership in any of the above-mentioned ways. | No obligation to submit documents, unless specifically requested by the Procurement commission. |
| 8.1.5. | The Tenderer has an advantage that limits competition in the procurement procedure if it or its related legal person consulted the Contracting authority or otherwise was involved in preparing the Open competition, and the advantage cannot be prevented by less restrictive measures, and the Tenderer cannot prove that its or its related legal person’s participation in preparing the procurement procedure documents does not restrict competition. | No obligation to submit documents, unless specifically requested by the Procurement commission.  |
| 8.1.6. | Within the previous 3 (three) years before submission of the Proposals by such a decision of a competent authority or a court judgment which has entered into force and may not be challenged and appealed Tenderer has been found guilty or liable for payment of a fine of violating competition laws manifested as a horizontal cartel agreement, except for the case when the relevant authority, upon detecting violation of competition laws, has released the Tenderer from a fine or has decreased the fine for cooperation within a leniency program. | * For a Tenderer;
* For subcontractor whose value of works to be performed or services to be provided is equal to or exceeds 10`000 (ten thousand) euros of the contract price;
* For a person on whose capacity the Tenderer is relying on to certify its compliance with requirements;

who registered or residing in Latvia Contracting authority will verify the information itself in publicly available databases.* For a Tenderer;
* For subcontractor whose value of works to be performed or services to be provided is equal to or exceeds 10`000 (ten thousand) euros of the contract price;

who is registered or residing outside of Latvia Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence 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. | Within the previous 3 (three) years before the submission of the Proposals Contracting authority has sufficiently convincing indications that the Tenderer has been found guilty of concluding an agreement with other suppliers aimed at hindering, limiting or distorting competition.  | * No obligation to submit documents, unless specifically requested by the Procurement commission.
 |
| 8.1.8. | Within the previous 3 (three) years before the submission of the Proposals Tenderer (as a contracting party or a participant or member of the contracting party, if the contracting party has been an association of economic operators or a partnership), its participant or member (if Tenderer is an association of economic operators or partnership) has failed to fulfil the procurement contract, framework agreement, or concession contract concluded with the relevant contracting authority and therefore the contracting authority or public partner has exercised the right provided for in the procurement contract, provisions of the framework agreement or concession contract to unilaterally withdraw from the procurement contract, framework agreement or concession contract | * For a Tenderer registered or residing in Latvia Contracting authority will verify the information itself in publicly available databases.
* For a Tenderer registered or residing outside of Latvia shall **submit an appropriate statement from the competent authority of the country of registration or other objective proof. [[6]](#footnote-7)**
 |
| 8.1.9. | Within the previous 3 (three) years before submission of the Proposals by such a decision of a competent authority, a court judgment or a public prosecutor’s order which has entered into force and may not be challenged and appealed Tenderer has been found guilty and is punished for a violation manifested as employment of one or more persons who do not possess the required employment permit or if it is illegal for such persons to reside in a Member State of the European Union. | * For a Tenderer registered or residing in Latvia Contracting authority will verify the information itself in publicly available databases.
* For a Tenderer registered or residing outside of Latvia Tenderer shall **submit an appropriate** **statement from the competent authority of the country of registration or residence.**
 |
| 8.1.10. | Within the previous 3 (three) years before submission of the Proposals by such a decision of a competent authority, a court judgment or a public prosecutor’s order which has entered into force and may not be challenged and appealed Tenderer has been found guilty and is punished for a violation manifested as employment of a person without a written employment contract, by failing within the term specified in regulatory enactments to submit an informative employee declaration regarding this person, which must be submitted about persons, who start working. | * For a Tenderer registered or residing in Latvia Contracting authority will verify the information itself from publicly available databases.
* For a Tenderer registered or residing outside of Latvia Tenderer shall **submit an appropriate statement from the competent authority of the country of registration or residence.**
 |
| 8.1.11 | The tenderer has tried to unlawfully influence the decision of the Contracting authority or the procurement commission or member of the procurement commission regarding the **specific** procurement procedure, or has tried to obtain such confidential information that would give it an unreasonable advantage in the procurement procedure, or has provided misleading information that could significantly influence the decision on the Tenderers further participation in the procurement procedure or awarding the right to conclude a procurement contract. | No obligation to submit documents, unless specifically requested by the Procurement commission.  |
| 8.1.12. | The Tenderer has provided false information to prove its compliance with provisions of Section 8.1 of the Regulations or qualification criteria or has not provided the required information at all. | No obligation to submit documents, unless specifically requested by the Procurement commission. |
| 8.1.13. | - Tenderer;- Subcontractor whose value of works to be performed or services to be provided is equal to or exceeds 10`000 euros of the contract price;- Person on whose capacity Tenderer is relying on to certify its compliance with the requirements;- Person who has decisive influence in the sense of the normative/regulatory actsis a legal person or association of persons is registered in an offshore[[7]](#footnote-8) | * For a Tenderer;
* For subcontractor whose value of works to be performed or services to be provided is equal to or exceeds 10`000 (ten thousand) euros of the contract price;
* For a person on whose capacity the Tenderer is relying on to certify its compliance with requirements;
* For Person who has decisive influence;

who is registered or residing in Latvia, the contracting authority will verify the information itself in publicly available databases;* For a Tenderer;
* For subcontractor whose value of works to be performed or services to be provided is equal to or exceeds 10`000 (ten thousand) euros of the contract price;
* For a person on whose capacity the Tenderer is relying on to certify its compliance with the requirements;
* For Person who has decisive influence;

who is registered or residing outside of Latvia, the person shall **submit an appropriate statement from the competent authority of the country of registration or residence and document evidencing country of registration for each person.** |
| 8.1.14. | The owner or shareholder (with more than 25% of share capital) of:-Tender;-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;- Person on whose capacity Tenderer is relying on to certify its compliance with requirements;- Person who has decisive influence on participation in the sense of normative/regulatory actsWho is registered in Republic of Latvia, is a registered offshore company (legal person) or offshore association of persons.  | - For a Tenderer who is registered in Latvia;- For subcontractor whose value of works to be performed or services to be provided is equal to or exceeds 10`000 (ten thousand) euros of the contract price who is registered in Latvia;-For a person on whose capacity the Tenderer is relying on to certify its compliance with requirements who is registered in Latvia;- For a person who has decisive influence on participation in the sense of the normative/regulatory acts who is registered in Latvia;Contracting authority will verify the information itself in publicly available databases.If such information by publicly available databases is not provided, Tenderer shall submit self-declaration which approves the fact that there are no registered owners or shareholders of the Tenderer (with more than 25% of share capital) who are registered offshore **and document evidencing country of registration for each person.** |
| 8.1.15. | International or national sanctions or substantial sanctions by the European Union (EU) or the North Atlantic Treaty Organization (NATO) Member State affecting the interests of the financial and capital market has been imposed to the:1. Tenderer or a person who is the Tenderer’s management board or supervisory board member, beneficial owner, person with representation rights or a Procura holder, or a person who is authorized to represent the Tenderer in operations in relation to a branch,
2. 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),

and such sanctions can affect the execution of the Procurement contract. | * For a Tenderer registered or residing in Latvia, the Contracting authority will verify the information itself from the Register of Enterprises of the Republic of Latvia.
* For a Tenderer registered or residing outside of Latvia, 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.
 |

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

| No | Requirement | Documents to be submitted |
| --- | --- | --- |
| 8.2.1. | The Tenderer, all members of the partnership (if the Tenderer is a partnership), a person on whose capacity Tenderer relies, 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. | * 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.
* For a Tenderer, a member of the partnership, a person on whose capacity Tenderer relies on, who is a natural person – a copy of an identification card or passport.
* For a Tenderer, a member of a partnership, a person on whose capacity Tenderer relies, a subcontractor, which is a legal person registered abroad (with its permanent place of residence abroad) – a copy of a valid registration certificate or a similar document issued by a foreign authority in charge of the registration of legal persons in the country of their residence where from at least the fact of registration, shareholders, officials and Procura holders (if any) can be determined.
* If the Proposal is submitted by a partnership, the Proposal shall include an agreement (or letter of intent to enter into agreement) signed by all members on the participation in the Procurement which lists responsibilities of each and every partnership members and which authorizes one key member to sign the Proposal and other documents, to receive and issue orders on behalf of the partnership members, and with whom all payments will be made. Additionally in this document Tenderer shall indicate the member of the partnership on whose capacity it relies on to certify its financial and economic performance and who will be financially and economically responsible for the fulfilment of the Contract
* 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 documents 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.
 |
| 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. | * 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.
* For a Tenderer, a member of a partnership, a person on whose capacity a Tenderer relies and 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 a Tenderer relies or subcontractor, who signs documents contained in the Proposal.
* If the Tenderer, a member of a partnership, a person on whose capacity a Tenderer relies on, or 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.
 |

* 1. **Economic and financial standing**

|  |  |  |
| --- | --- | --- |
| No | Requirement | Documents to be submitted |
| 8.3.1. | The Tenderer’s or all members of the partnership together (if the Tenderer is a partnership and confirms the average financial turnover jointly), average financial turnover within last 3 (three) financial years (2022, 2021, 2020) is not less than:**For Lot No 1** - EUR 100 000,00 (one hundred thousand euro);**For Lot No 2** – EUR 400 000,00 (four hundred thousand euro);**For Lot No 3** – EUR 100 000,00 (one hundred thousand euro);**For Lot No 4** – EUR 150 000,00 (one hundred fifty thousand euro).In the event the average 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) 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 (2022, 2021, 2020), the financial turnover must be indicated for the Tenderer's previous 3 (three) reporting years**.****For the Tenderers applying for several lots:****If a Tenderer submits a tender for several lots, then requirements of average financial turnover within last 3 (three) years (2022, 2021, 2020) of individual lots needs to be combined.** | * Filled and signed Annex No 3 “Confirmation of Tenderer’s financial standing” of the Regulations.
* 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 2022, 2021, 2020 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.
* If an application is submitted by a partnership or in case the Tenderer is relying on capabilities of other entity to certify it`s financial and economic performance, the Tenderer **shall indicate the member of the partnership or entity on whose capabilities the Tenderer is relying to certify it`s financial and economic performance and who will be financially and economically responsible for fulfilment of the contract including this information in the agreement of cooperation (or letter of intention to enter into such agreement) and in addition indicate it in the Annex 3 and Annex No 6.**
* For a limited partnership (within the meaning of Latvian Commercial Law, Chapter X) an additional document evidencing the amount of the investment by the limited liability partner (the partnership agreement or a document with a similarly binding legal effect).

In the case the previous three financial years of particular Tenderer differs from financial years (2020, 2021, 2022) stated in Regulation or the financial report is not available, financial turnover shall be indicated for the previous three financial years where audited or approved financial report is available. |
| 8.3.2.  | The Tenderer or each member of the partnership (if the Tenderer is a partnership) on whose financial and economic capabilities the partnership is relying on and who shall be financially and economically responsible for fulfilment of the procurement contract shall have stable financial and economic performance, namely, in the last audited financial year (2022) shall have:1. positive equity capital.
 | * Filled in and signed Annex 6 (by the Tenderer and each member of the partnership (only those on whose financial capabilities the Tenderer is relying on to certify it`s financial and economic performance and who will be financially and economically responsible for fulfilment of the Contract).
* Audited or self-approved (if the audited annual financial report is not required by the law of the country of residence of the Tenderer) annual financial report for financial year 2022, showing the balance and calculation that proves positive equity capital.
* If annual financial report for financial year 2022 is not available yet, Tenderer shall submit other documents showing the annual financial turnover and financial indicators in order to calculate equity of the Tenderer for the financial year 2022 (or last available financial year).
 |

* 1. **Technical and professional ability**

| No | Requirement | Documents to be submitted |
| --- | --- | --- |
| 8.4.1. | The Tenderer within the previous 3 years (2020 to until the date of submission of the Proposal) has carried out at least 1 (one) or several agreements for sale of: **For Lot No 1:**IT related equipment and/or accessories and/or supplies.Where:* - Total value of agreement(-s) is not less than EUR 100 000,00 (one hundred thousand euro) without VAT.

**For Lot No 2:**Laptop sets and/or Desktops and/or corresponding spare and/or component parts.Where:* - Total value of agreement(-s) is not less than EUR 400 000,00 (four hundred thousand euro) without VAT.

**For Lot No 3:**Uninterrupted power supply (UPS) devices and/or corresponding spare and/or component parts and/or accessories. Where:* - Total value of agreement(-s) is not less than EUR 100 000,00 (one hundred thousand euro) without VAT.

**For Lot No 4:**Network devices and/or corresponding spare and/or component parts and/or accessories.Where: * - Total value of agreement(-s) is not less than EUR 150 000,00 (one hundred fifty thousand euro) without VAT.

If the Tenderer is a partnership, previous experience can be combined within the Partnership members. |  Filled and signed Annex No 4 “Experience of the Tenderer” regarding the Lot the Tenderer has submitted its proposal for. If Tenderer submits proposal for several lots, then it shall submit evidence of professional experience for each specific lot separately.* Procurement Commission is entitled to request from Candidate to submit evidencing documents proving compliance with Clause 8.4.1. to verify the information indicated in the Annex No 4.

*(no obligation to submit references or other evidence document, unless specifically requested by the Procurement Commission).*  |

* 1. Information, provided in the Proposal to prove the compliance with above-mentioned requirements for Economic and financial standing (Section 8.3 of the Regulations), Technical and professional ability (Section 8.4 of the Regulations) shall be clear and understandable without any additional analysis or external proof of the submitted information. The 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 clearly confirm the compliance with qualification requirements set in the Regulations.
	2. Statements and other documents issued by Latvian competent authorities in the cases referred to 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.
	3. 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, following regulation of clause 2 c) of paragraph 5 of Section 42 of Public Procurement Law 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.
	4. Exclusion grounds mentioned in Section 8.1 of the Regulations applies to any of the following persons:
		1. To a member of a partnership, if the Tenderer is a partnership, to the person indicates by the Tenderer, on whose capacity Tenderer is relying on to certify its compliance with requirements.
		2. Exclusion grounds mentioned in Section 8.1.1. – 8.1.14 of the Regulations applies 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;
		3. Exclusion grounds mentioned in Section 8.1.1., 8.1.13., 8.1.14 of the Regulations applies to persons who has decisive influence on participation in the sense of the normative/regulatory acts;
		4. Exclusion grounds mentioned in Section 8.1.1, 8.1.2., 8.1.13., 8.1.4 and 8.1.15 of the Regulations applies to the Tenderer`s beneficial owner.
	5. If the Tenderer complies with any of the exclusion grounds set out in Clause 1., 4., 5., 6., 7., 10., 11., 12., 13 and 14 of Section 42 of the Public Procurement Law, including members if the Tenderer is a Partnership, persons who have decisive influence in the sense of the normative/regulatory acts, Tenderers beneficial owner, and the exceptions set out in Clause 2., 3., 4., 5 and 6 of the Paragraph four of Section 42 of the Public Procurement Law are not applicable, Contracting authority informs the Tenderer 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.
	6. The Procurement Commission evaluates exclusion grounds in accordance with Section 42 of Public Procurement Law.
	7. 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. The Contracting authority will evaluate whether the Tenderer cannot be excluded from participation in Procurement in accordance with Section 11.1 of the Law of International Sanctions and National Sanctions of the Republic of Latvia, the Contracting authority will verify the information on [*www.sankcijas.kd.gov.lv*](http://www.sankcijas.kd.gov.lv/)website.
	9. If the Tenderer complies with any of the exclusion grounds mentioned in Section 8.1 of the Regulations (except Section 8.1.2., 8.1.13., 8.1.14 of the Regulations), the **Tenderer indicates this fact in the Annex No 2** “Application for participating in the Open competition” of the Regulations. If the Tenderer to whom the Contract should be awarded will comply with any of exclusion grounds mentioned in this Section, Procurement commission will follow the procedures specified in the Section 43, Paragraph 1-7 of the Public Procurement Law.
	10. The Tenderer certify that it complies with the selection criteria for Tenderers may submit the European Single Procurement Document (hereinafter - ESPD) as initial proof. This document must be submitted electronically and for each person upon whose capacity Tenderer relies on to certify its compliance with the requirements stipulated in the Regulations, and for each of their indicated subcontractors the share of whose work is equal to or exceeds 10`000 (ten thousand) euros of the value of the Contract but if the Tenderer is a partnership – for each member thereof. To fill in the ESPD the Tenderer shall use the "ESPD.xml" file on the Internet webpage <http://espd.eis.gov.lv/>.
	11. If the Tenderer has chosen to submit an ESPD as initial proof, in the ESPD for a person upon whose capacity Tenderer relies to certify its compliance with the requirements stipulated in the Regulations it shall be filled in the part regarding the exclusion grounds and information regarding the selection criteria relevant for the specific capacity or capacities on which Tenderer relies. In the ESDP for a subcontractor the share of whose work is equal to or exceeds 10`000 (ten thousand) of the Contract - part regarding the exclusion grounds only.
	12. If the Tenderer to whom the Contract should be awarded has chosen to submit an ESPD as initial proof, Procurement commission will follow the procedure stipulated in the Paragraph 17 of the Cabinet regulation No 107 of 28 February 2017 “Tendering Procedures or Procurement Procedures and Design Contests”.
1. Reliance on the capacity of other persons
	1. For the fulfilment of the specific 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:
		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 6 “A list of other entities on whose capacity Tenderer relies” of the Regulations and prove to the Contracting authority that the Tenderer will have available all the necessary resources for the fulfilment of the Contract by submitting a signed confirmation or agreement on cooperation and/or passing of resources to the Tenderer between such persons and the Tenderer. The confirmations and agreements on cooperation and passing of resources can be replaced with any other type of documents with which the Tenderer is able to prove that the necessary resources will be available to the Tenderer and will be used during the term of fulfilment of the Contract.
		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.
		3. The Contracting authority shall require joint and several liability for the execution of the Contract between the:
		4. Tenderer and a person on whose capacity Tenderer is relying on to certify its **financial and economic** performance and who will be financially and economically responsible for fulfilment of the Contract;
		5. Each member of the partnership (if the Tenderer is a partnership) on whose capacity Tenderer is relying on and who will be **financially and economically** responsible for fulfilment of the Contract.
	2. Tenderer may relay on the capacity of other persons only if these persons will provide services that require the relevant capacity.
	3. If Tenderer is a partnership, the member of the partnership upon whose qualification the partnership relies in order to qualify must provide the respective services for which the respective qualification was required.
	4. The Contracting authority will evaluate the person on whose capacity Tenderer to whom the rights to conclude the Contract should be assigned is relying according to Section 8.1 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, Contracting authority will request Tenderer to change such person. If the Tenderer will not submit documents about another person which complies with the selection criteria within 10 (ten) business days from the date when the request was issued or sent to the Tender, the Contracting authority will exclude such Tenderer from further participation in the Procurement.
2. Subcontracting
3. 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 7 “A list of subcontractors” of the Regulations.
	2. The Contracting authority will evaluate the subcontractor (whose value of works to be performed or services to be provided is at least 10`000 (ten thousand) euros of the contract price) of the Tenderer to whom the rights to conclude the Contract should be assigned according to Sections 8.1 (except 8.1.15) of the Regulations. In case such subcontractor whose value of works to be performed or services to be provided is at least 10`000 (ten thousand) euros of the contract price, will comply with any of the exclusion grounds which are mentioned in Section 8.1 (except 8.1.15) of the Regulations, the Contracting authority will request Tenderer to change such subcontractor. If the Tenderer will not submit documents about another subcontractor which complies with the selection criteria within 10 (ten) business days from the date when the request was issued or sent to the Tender, the Contracting authority will exclude such Tenderer from further participation in the Open competition.
4. FinanCial proposal
	1. The Financial proposal shall be submitted on the form of Annex No 5 “Financial Proposal” of the Regulations, based on the items listed in Annex No 1 “Technical specification” and Annex 5a “Technical proposal”.
	2. The Financial proposal must include all financial information required in Annex No 1 “Technical specification” and Annex No 5a “Technical proposal” regarding the Lot the Tenderer has submitted its proposal for.
	3. Price proposed by the Tenderer shall be used for evaluation purposes only, setting most economically advantageous proposal according to Section No 20 of the Regulations.
	4. The Tenderer shall specify the price for installation, configuration and support services Euros/hour without VAT in Annex No 5 “Financial Proposal”. The number of consultants involved in the provision of installation and configuration services does not affect the amount of remuneration.
	5. The Tenderer shall ~~specify delivery price in Table No 2 of form of Annex No 5a and~~ include delivery cost **in total price per items in Annex No 5. (with amendments made 22.12.2023. session minute No 2)**
	6. **The value of Life cycle costs required for Lot No 2 by form of Annex No 5a shall not be included in total price per items in Annex No 5 and in total price of items in Annex No 5a.**
	7. The proposed prices shall include all taxes (excluding VAT), fees and payments, all costs and risks as specified in the Technical Specification, Financial proposal form and Draft Framework agreement and related to the fulfilment of the Framework agreement.
	8. The proposed prices 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.
	9. Prices offered in form of Annex 5a must be valid for the duration of the Framework agreement.
	10. **All costs related expenses that are not specifically listed in the** **Technical specification, but which are necessary for the overall performance of the contract must be included in Financial proposal.**
	11. If the Tenderer’s Financial proposal does not comply with all the requirements of Section 11 of the Regulations, it will be deemed as non-compliant and will not be evaluated.
5. Technical proposal
	1. The Technical proposal shall be submitted on the form of filled and signed Annex No 1 “Technical specification” and Annex No 5a “Technical proposal” of the Regulations regarding the Lot the Tenderer has submitted its proposal for.

12.2. The form of Annex No 5a of Technical proposal contains minimal list of required goods for each Lot. The Contracting Authority is entitled to purchase more extensive list of gods regarding each Lot.

* 1. In Annex No 5 “Technical specification” the Tenderer indicates and includes information confirming that the Tenderer understands and undertakes to comply with each requirement specified in the Technical Specification. The Tenderer may submit other additional information that is considered necessary.
	2. The ~~and~~ Annex No 5a “Technical proposal” must include all technical and descriptive information required in form of Annex No 5a “Technical proposal” regarding the Lot the Tenderer has submitted its proposal for.
	3. The Tenderer must provide all the items specified in the Technical specification (including requirements of Annex No 1 “Technical specification” regarding the Lot the Tenderer has submitted its proposal for.) In case Tenderer does not provide all items mentioned in the technical specification, the Tenderer’s proposal will be rejected as non-compliant.
	4. The Tenderer must indicate in form of Annex 5a if he is providing goods in recyclable packaging[[8]](#footnote-9)
	5. The Technical proposal for **Lot No 2** must be accompanied by an energy consumption form for each device indicated in **Annex No 5a**. Energy consumption form must include all required information according to Rules of Cabinet of Ministers No 353 “Requirements for green public procurement and its application procedure”. In case if reference/hyperlink is not available Tenderer shall attach hard copy of aforesaid document.
	6. The Technical proposal for **Lot No 2** must include life cycle costs calculations for each device indicated in **Annex No 5a.** Tenderer shall apply Life Cycle costs calculator provided by State Regional Development Agency of Republic of Latvia (http://demo.blond.lv/lcc2/ ) for calculation of life cycle costs (ACI) for each respective device. [[9]](#footnote-10)
	7. If Tenderer in Annex No 5a “Technical proposal” offer to provide goods in recyclable packaging it shall provide such in respect to each item indicated in Lot Tenderer has submitted its proposal for and must be valid for the duration of the Framework agreement.
	8. If the Tenderers Technical proposal does not comply with all the requirements of Section 12 of the Regulations, it will be considered as non-compliant and will not be evaluated.
1. Contents and form of the Proposal
	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:
		1. by using the available tools of the E-Tender system, filling the attached forms of the E-Tender system for the Procurement;
		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);
		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).
	2. During preparation of the Proposal, the Tenderer shall respect the following requirements:
		1. Each document mentioned in Section 13.3 of the Regulations must be filled separately, each in a separate electronic document in line with forms attached to Procurement in a Microsoft Office 2010 (or later) format and attached to the designated part of the Procurement (https://www.eis.gov.lv/EKEIS/Supplier/Procurement/108856**)** on E-Tenders system;
		2. Upon submission, the Tenderer signs the Proposal with secure electronic signature and timestamp or with electronic signature provided by Electronic Procurement System. The Tenderer can use secure electronic signature and timestamp and sign Application form, Technical proposal, Financial proposal and other documents separately.
	3. Documents to be included in the Proposal:
		1. Application for participating in the Open competition in accordance with Annex No 2 of the Regulations;
		2. Financial proposal in accordance with Section 11 and the Annex 5 of the Regulations;
		3. Technical specification in accordance with Annex No 1 of the Regulations;
		4. Technical proposal in accordance with Section 12 and the Annex 5a of the Regulations;
		5. 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;
		6. Information and documents relating to other entities on whose capacity Tenderer is relying (in accordance with the Annex No 6 of the Regulations) or the corresponding ESPD;
		7. Information and documents relating to subcontractors (in accordance with the Annex No 7 of the Regulations) or the corresponding ESPD.
	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 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.
	5. The Proposal must be signed by a person who is legally representing the Tenderer or is authorized to represent the Tenderer in Open Competition.
	6. The Tenderer shall prepare Proposal in electronic form using the E-Tenders system available on https://www.eis.gov.lv/EKEIS/Supplier/Procurement/108856 .
	7. The Proposal must be submitted in a written form in English or Latvian (if submitted in Latvian, translation in English of the Proposal must be provided together with the Proposal).
2. Encryption of the proposal information
3. 1. E-Tender system which is a subsystem of the Electronic Procurement System ensures first level encryption of the information provided in the Proposal documents.
	2. If the Tenderer applied additional encryption to the information in the Proposal (according to the Section 13.1.3 of the Regulations), the Tenderer must provide the Procurement commission with the electronic key with the password to unlock the information not later than in 15 (fifteen) minutes after the deadline of the Proposal submission.
4. Submission of a Proposal
5. 1. The Proposal (documents referred to in the Section 13.3 of the Regulations) shall be submitted electronically using the E-Tenders system https://www.eis.gov.lv/EKEIS/Supplier/Procurement/108856by. Please find the deadline for submission of the proposals in contact notice published by Procurement Monitoring Bureau - <https://info.iub.gov.lv/>. The term of submission of the proposals is January 26, 2024 till 11:00 o’clock EET. (with amendments made on 22.12.2023 session minutes No 2)
	2. The Tenderer may recall or amend its submitted Proposal before the expiry of the deadline for the submission of Proposals by using the E-Tenders system.
	3. Only Proposals submitted on the E-Tenders system will be accepted and evaluated for participation in the Open Competition. Any Proposal submitted outside the E-Tenders system will be declared as submitted in a non-compliant manner and will not participate in the Open competition.
6. Opening of Proposals
7. 1. The Proposals will be opened on the E-Tenders system not earlier than 4 (four) hours after the term of submission of the proposals (see section 15.1. of Regulations), during the opening session. It is possible to follow the opening of submitted Proposals online on the E-Tenders system. The term of opening of proposals is January 26, 2024 15:00 o’clock EET. (with amendments made on 22.12.2023 session minutes No 2)
	2. The Proposals are opened by using the tools offered by the E-Tenders system, the public information of the Proposals shall be published in the E-Tenders System.
	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.
8. Verification of proposals for compliance
9. 1. Following of the opening of the Proposals the Procurement commission verifies the compliance of Proposals received. The Procurement commission evaluates the Proposals in closed sessions.
	2. The Procurement commission verifies whether the submitted Proposals comply with the requirements stipulated in the Section 13 of the Regulations and whether all required information and documents are submitted and selects for further evaluation the compliant Proposals.
	3. The Procurement commission verifies whether the Tenderers comply with the selection criteria stipulated in the Section 8.2. – 8.4 of the Regulations and selects compliant Tenderers for further evaluation.
10. Verification of Technical proposal
	1. The Procurement commission verifies whether the submitted Technical proposals comply with the requirements stipulated in Section 12 of the Regulations and Technical specification and selects for further evaluation the compliant Technical proposals.
11. Verification of financial proposals
	1. The Procurement commission verifies whether the submitted Financial proposals comply with the requirements stipulated in Section 11 of the Regulations and Tenderers have filled in the Annex No 5 “Financial proposal” in accordance with the requirements.
	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 total price per items and price per 1 (one) item.
	3. The Procurement commission informs the Tenderer whose arithmetical errors have been corrected about the correction of arithmetical errors and the corrected Financial proposal.
	4. When evaluating the financial proposal, the Procurement commission takes corrections into account.
	5. The Procurement commission has the right to demand that the Tenderer explains the calculation upon which the financial proposal is based and other related aspects in order to ascertain the objectivity of the financial proposal and whether an abnormally low Proposal has been submitted.
	6. The Procurement commission further evaluates the compliant Proposals which have not been declared as abnormally low proposals.
12. Contract award criteria

20.1. The Proposal selection criterion is the most economically advantageous proposals for Lots No 1, 3 and 4 according to the evaluation methodology described in this Section below.

| Criterion | Title of evaluation criterion | Maximum score |
| --- | --- | --- |
| A | Price | 70 |
| B | Installation, configuration and support services hourly rate | 20 |
| C | Recyclable packaging | 10 |
| Maximum number of points possible (A+B+C): | 100 |

* + 1. The procurement commission shall sum up the points obtained by each Tenderer and the Framework agreement for each Lot shall be awarded to the Tenderers whose Proposals obtain the highest scores for that particular Lot. Rights to enter the Framework agreement shall be awarded to the following number of Tenderers ranked from the highest to lowest scores received:
			1. For Lot No 1, 3 and 4: maximum number of Tenderers to be selected is 3 (three) with the highest scores (if enough qualified Tenderers are selected, if not - Framework agreement can be signed also with a smaller number of suppliers, including one Tenderer with compliant proposal).

20.1.1.2. When calculating the number of points to be awarded Procurement commission shall consider 2 (two) decimal places after comma.

* + 1. In case several Tenderers will obtain equal number of points for one Lot, the procurement commission shall award the right to conclude the contract to the Tenderer which has obtained the higher score for criterion A (price). If also this score is equal, the procurement commission shall award the right to conclude the contract to the Tenderer which has obtained the higher score for criterion B (Installation, configuration and support services hourly rate). If also this score is equal, the procurement commission will invite representatives of those particular tenderers and organize a draw. In situation, when representatives of tenderers choose to not be present at the draw, procurement commission will carry out the draw without representatives of tenderers present.
		2. The number of points for Lots No 1, 3 and 4 to be awarded to the Proposal submitted by the Tenderer shall be calculated in accordance with the following formula:

**P = A+B+C**, where:

**P** - Number of points to be awarded to the Tenderer’s Proposal.

**A** - Number of points awarded to the Tenderer’s Proposal in criterion A "Price".

**B** - Number of points awarded to the Tenderer’s Proposal in criterion B "Installation, configuration and support services hourly rate”.

**C** – Number of points awarded to the Tenderer’s Proposal in criterion C “Recyclable packaging”.

* + 1. Criterion A (Price) will be evaluated as follows:

The contracting authority evaluates the amount of the Tenderers Financial proposal in EUR without VAT (the total price per items indicated in the Annex 5 without VAT).

The Procurement commission shall assign the points for price in accordance with the following formula:

 *S*$core=\frac{Clow}{Cx}×70$

 Clow – lowest proposed price, EUR without VAT;

Cx – price of proposal to be assessed, EUR without VAT.

* + 1. Criterion B (Installation, configuration and support services hourly rate) will be evaluated as follows:

The contracting authority evaluates the price of the Tenderers offered hourly rate indicated in the Tenderers Financial proposal (Annex 5) in Euros per hour (without VAT).

The Procurement commission shall assign the points for hourly rate in accordance with the following formula:

*S*$core=\frac{Hlow}{Hx}×20$

Hlow – lowest hourly rate, Euros/hour without VAT;

Hx – hourly rate in proposal to be assessed, Euros/hour without VAT;

20.1.6. Criterion C (Recyclable packaging) will be evaluated as follows:

Procurement Commission will score each Technical proposal with 10 (ten) points if Tenderer provides goods in recyclable packaging.[[10]](#footnote-11) If Tenderer do not provide goods in recycled packaging Tenderer’s Technical proposal shall be scored with 0 (zero) points under criterion C.

20.2. The Proposal selection criterion is the most economically advantageous proposals for Lot No 2 according to the evaluation methodology described in this Section below.

| Criterion | Title of evaluation criterion | Maximum score |
| --- | --- | --- |
| A | Price | 70 |
| B | Installation and configuration and support services hourly rate | 10 |
| C | Recyclable packaging | 10 |
| D | Improvement of energy consumption | 10 |
| Maximum number of points possible (A+B+C+D): | 100 |

* + 1. The procurement commission shall sum up the points obtained by each Tenderer and the Framework agreement for Lot No 2 shall be awarded to the Tenderers whose Proposals obtain the highest scores for that particular Lot. Rights to enter the Framework agreement shall be awarded to the following number of Tenderers ranked from the highest to lowest scores received:
			1. For Lot No 2: maximum number of Tenderers to be selected is 3 (three) with the highest scores (if enough qualified Tenderers are selected, if not - Framework agreement can be signed also with a smaller number of suppliers, including one Tenderer with compliant proposal).
			2. When calculating the number of points to be awarded Procurement commission shall consider 2 (two) decimal places after comma.
		2. In case several Tenderers will obtain equal number of points for one Lot, the procurement commission shall award the right to conclude the contract to the Tenderer which has obtained the higher score for criterion A (price). If also this score is equal, the procurement commission shall award the right to conclude the contract to the Tenderer which has obtained the higher score for criterion B (Installation and configuration and support services hourly rate). If also this score is equal, the procurement commission will invite representatives of those particular tenderers and organize a draw. In situation, when representatives of tenderers choose to not be present at the draw, procurement commission will carry out the draw without representatives of tenderers present.
		3. The number of points for Lot No 2 to be awarded to the Proposal submitted by the Tenderer shall be calculated in accordance with the following formula:

**P = A+B+C+D**, where:

**P** - Number of points to be awarded to the Tenderer’s Proposal.

**A** - Number of points awarded to the Tenderer’s Proposal in criterion A "Price".

**B** - Number of points awarded to the Tenderer’s Proposal in criterion B "Installation, configuration and support services hourly rate”.

**C** – Number of points awarded to the Tenderer’s Proposal in criterion C “Recyclable packaging”.

**D** – Number of points awarded to the Tenderer in criterion D “Improvement of energy consumption.”

* + 1. Criterion A (Price) will be evaluated as follows:

The contracting authority evaluates the amount of the Tenderers Financial proposal in EUR without VAT (the total price per items indicated in the Annex 5 without VAT).

The Procurement commission shall assign the points for price in accordance with the following formula:

 *S*$core=\frac{Clow}{Cx}×70$

 Clow – lowest proposed price, EUR without VAT;

Cx – price of proposal to be assessed, EUR without VAT.

* + 1. Criterion B (Installation, configuration and support services hourly rate) will be evaluated as follows:

The contracting authority evaluates the price of the Tenderers offered hourly rate indicated in the Tenderers Financial proposal (Annex 5) in Euros per hour (without VAT).

The Procurement commission shall assign the points for hourly rate in accordance with the following formula:

*S*$core=\frac{Hlow}{Hx}×10$

Hlow – lowest hourly rate, Euros/hour without VAT;

Hx – hourly rate in proposal to be assessed, Euros/hour without VAT.

* + 1. Criterion C (Recyclable packaging) will be evaluated as follows:

Procurement Commission will score each Technical proposal with 10 (ten) points if Tenderer provides goods in recyclable packaging.[[11]](#footnote-12) If Tenderer do not provide goods in recycled packaging Tenderer’s Technical proposal shall be scored with 0 (zero) points under criterion C.

* + 1. Criterion D (Improvement of energy consumption) will be evaluated as follows:

Tenderer shall provide life cycle costs calculations for each device applying Life Cycle costs calculator provided by State Regional Development Agency of Republic of Latvia (http://demo.blond.lv/lcc2/ ). Procurement Commission will score 10 (ten) points to Tenderer whose proposal includes the lowest total average life cycle costs. Technical proposals shall be evaluated in proportion to reported life cycle costs compared to the lowest cost using the following formula:

$$Score=\frac{LCClow}{LCCx}×10$$

LCClow – average lowest proposed total life cycle costs;

LCCx – average total life cycle costs in proposal to be assessed;

Average – average proposed total life cycle costs calculated by summing up all total life cycle costs of goods indicated in form of Annex 5a for Lot 2 and divided to the number of respective goods.

1. Tenderer check prior to making the decision regarding the conclusion of the contract
	1. Prior to making the decision about assigning rights to conclude the Contract, Procurement commission performs a check regarding the existence of grounds of exclusion for Tenderer, members of a partnership (if the Tenderer is a partnership), persons on whose capacity Tenderer is relying on to certify its compliance with the requirements and subcontractors.
	2. If, in accordance with the information published on the day of the last data update in a public database, on the last day of Proposal submission or on the day when the decision regarding the possible assignment of rights to conclude a Contract is made, the Tenderer, member of a partnership (if the Tenderer is a partnership), a subcontractor whose share of work is equal to or exceeds 10’000 (ten thousand) euros of the Contract price, a person on whose capabilities the Tenderer is relying, person who has decisive influence on participation in the sense of normative/regulatory acts or Beneficial owner have tax debts, including state mandatory insurance contribution debts:

 In Latvia in accordance with the Law “On Taxes and Fees” Procurement Commission informs the Tenderer and sets a deadline:

* 3 (three) days from the day of issuing or receiving information – for the submission of a certificate evidencing absence of tax debt or decision to prolong the deadline or postpone payment of the tax, an agreement on payment of the tax or other objective evidence proving absence of a tax debt.

Or in a country where it has been incorporated or is permanently residing in, in accordance with the laws and regulations of the country of registration or residence has unfulfilled obligations in the field of taxes. Procurement Commission informs the Tenderer and sets a deadline:

* 10 (ten) days from the day of issuing or receiving information – for the submission of a statement of a competent institution evidencing the absence of tax debt, including state mandatory insurance contributions debts, on the last day of Proposal submission or on the day when the decision regarding the possible assignment of the right to conclude a Contract has been made.
	1. Change of persons on whose capacity Tenderer is relying on to certify its compliance with the requirements or subcontractors whose share of works to be performed or services to be provided is equal to or exceeds 10`000 (ten thousand) euros of the Contract price is performed in accordance with Sections 9.4 and 10.2 of the Regulations respectively.
	2. 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 Sections 8.1.2, 8.1.13, 8.1.14 of the Regulations), 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. Procurements commission sets the deadline for submission of information - not less than 10 (ten) days after issuing request. In order to prove reliability, the Tenderer submits an explanation and evidence of compensation for the damage caused or concluded an agreement for compensation of the damage caused, cooperation with investigative authorities and the technical, organizational or personnel management measures taken to prove their reliability and prevent the same and similar cases from happening again in the future. The Procurement commission assesses such information. If the Procurement commission deems the measures taken are sufficient for the restoration of reliability and the prevention of similar cases in the future, it makes the decision not to exclude the Tenderer from participation in the Open competition. If the measures taken are insufficient, Procurement commission makes the decision to exclude the Tenderer from further participation in the Open competition. If the Tenderer within the indicated time does not submit the requested information, Procurement commission excludes the Tenderer from participation in the Open competition.
	3. The Tenderer shall avoid involving any goods/services and/or legal entities subject to sanctions and/or originating from the Russian Federation and Republic of Belarus. The Tenderer shall provide the relevant proof of origin for the supply of goods and any relevant proof of origin or confirmation and explanation for the origin of services. The Contracting Authority will perform the relevant assessment based on the proposals received and will not accept any Tenderers in relation with which it has justifiable cause to believe that such Tenderers are intending to involve any goods/services originating from any sanctioned country. Should it emerge at any point during the procurement procedure or implementation of the subsequent contract that the Tenderer/supplier involves or has involved in the supply and/or delivery any goods/services/works originating from any sanctioned country, the Contracting Authority has the right, at its sole discretion, to exclude the Tenderer or terminate the contract with immediate effect. Depending on the severity of the circumstances, the Contracting Authority, at its sole discretion, may request to substitute related sub-contractors. Any resulting risk, cost and delay of any substitution shall be borne by the Tenderer.
1. Decision making, Announcement of results and entering into a contract
	1. The Procurement commission selects Tenderers in accordance with the set selection criteria for Tenderers, verifies the compliance of the Proposals with the requirements stipulated in the Regulations and chooses the Proposal in accordance with the contract award criteria as described in Section 20 of the Regulations. The most economically advantageous Proposal shall be selected.
	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:
		1. to the rejected Tenderer - the reasons for rejecting its Proposal;
		2. to the Tenderer who has submitted compliant Proposal - the characterization of the chosen Proposal and the relative advantages;
		3. the deadline by which the Tenderer may submit a complaint to the Procurement Monitoring Bureau regarding violations of the public procurement procedure.
	3. If the Procurement is terminated, Procurement commission within 3 (three) business days simultaneously informs all Tenderers about all the reasons why the Open competition is terminated and informs about the deadline within which a Tenderer may submit a complaint to the Procurement Monitoring Bureau regarding the violations of the public procurement procedure.
	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.
	5. As soon as possible but not later than within 5 (five) business days from day when the decision about the results of the Open competition is taken, the Procurement commission prepares a report of the Open competition and publishes it on the Contracting authority’s profile in E-Tenders system’s webpage https://www.eis.gov.lv/EKEIS/Supplier/Procurement/108856 and on Contracting authority’s webpage <https://www.railbaltica.org/tenders/>.
	6. **The selected Tenderer upon receiving the notification from the Procurement commission must:**
		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;
		2. within 10 (ten) days from receiving the invitation - to sign the Contract.
	7. The Contract is concluded based on the selected Tenderer's Proposal and in accordance with the Annex No 8 “Draft contract” of the Regulations.
	8. The Procurement commission has the right to choose the next most economically advantageous Proposal for a Lot, if the Tenderer in the time stipulated by the Regulations:
		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;
		2. refuses to conclude the Contract or does not submit a signed Contract within the deadlines defined in the Regulations.
	9. In any of such cases mentioned in the Section 22.8 of the Regulations, the Procurement commission is entitled to terminate the Procurement regarding that Lot 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.
	10. Prior to making the decision regarding the conclusion of the Contract with the Tenderer with the next most economically advantageous Proposal, the Procurement commission assesses whether this Tenderer is one market participant together with the initially selected Tenderer. If the next selected Tenderer is found to be one market participant together with the initially selected Tenderer or it does not comply with requirements set in the Section 22.6 of the Regulations, Procurement commission decides to terminate the Open competition without selecting any Proposal.
2. annexes
3. Annex No 1 – Technical specification;
4. Annex No 2. – Application for participation in the Open competition (form);
5. Annex No 3 – Confirmation of the Tenderer’s financial standing (form);
6. Annex No 4.–Tenderer’s previous experience (form);
7. Annex No 5 – Financial proposal (form);
8. Annex No 5a – Technical proposal (form);
9. Annex No 6 – A list of entities on whose capacity Tenderer relies on;
10. Annex No 7 – A list of subcontractors;
11. Annex No 8 – Draft Framework Agreement.

Procurement commission chairperson Margo Jõgi

 Annex No 1: TECHNICAL SPECIFICATION

Technical Specification FOR the open competition

“IT-EQUIPMENT FRAMEWORK”

**LOT NO 1: Office machinery and Computer related equipment and supplies**

**(ID NO RBR 2023/8)**

Technical specification preparation date: December 2023

(with amendments made 22.12.2023 session minutes No 2)

The main purpose of this procurement is to conclude a Framework agreement with the suppliers of IT equipment (herein referred to as Contractors), who are ready to supply Contracting Authority (hereinafter also referred to as the Company) with IT and infrastructure equipment and related software and related services (hereinafter referred to as Goods) in the appropriate categories.

The requirements below apply to Lot No 1.

|  |  |  |
| --- | --- | --- |
| **No** | **Requirements** | **Tenderers proposal** |
| **1.IT security requirements:** |
| **~~1.1.~~** | ~~The manufacturer of Goods is a legal entity registered in a member state of NATO, the European Union (EU) or the European Economic Area (EEA) or a natural person who is a citizen of a member state of NATO, the European Union (EU) or the European Economic Area (EEA).~~ | *~~(please indicate)~~* |
| **1.1.** | The contractor must ensure prompt vulnerability disclosure and patch availability for the Goods during its lifetime. Cabinet Regulation No. 442 subsection 23.1 where applicable. | *(please indicate)* |
| **2. Other requirements:** |
| **2.1.** | The printing equipment, monitors and ICT infrastructure proposed by the Tenderer must comply with the requirements specified in the Cabinet of Ministers' regulations of June 20, 2017, No. 353 "Requirements for green public procurement and their application procedure". | *(please indicate)* |
| **2.2.** | At the time of mini competition bid submission the Goods must have current models still in production. | *(please indicate)* |
| **2.3.** | All the Goods offered are new, not used previously. If Goods contain refurbished parts, Supplier shall warn Company prior the delivery. | *(please indicate)* |
| **2.4.** | The Contractor shall ensure that the Goods are in conformity with the CE (Conformité Européenne) marking requirements if such goods are identified under the applicable product groups listed by the European Commission. | *(please indicate)* |
| **2.5.** | The Contractor shall provide installation, configuration and support services based on hourly rate. | *(please indicate)* |
| **2.6.** | The Contractor shall provide equipment acceptance and disposal service after the end of the service life of the relevant equipment. | *(please indicate)* |
| **3. Lot description:** |
| **3.1.** | Lot 1 | Contractors who deliver Goods must have their own online IT-related product catalogue (hereinafter - the Catalogue) in which the approximate delivery date, price (which already includes the Goods’ price and delivery costs), technical specification and description, manufacturer's part number, Goods availability and other conditions at the Contractor’s discretion are shown for each Good. The Goods listed in the Catalogue shall be with specified prices for the Company. | *(please indicate)* |
| **3.1.1.** | Goods include at least the following categories (or equivalent): * Computer accessories (Laptop bags, chargers, batteries, docking stations / replicators, laptop and tablet accessories, for example, various cables for connecting them to other devices, screen savers, privacy filters, tablet and laptop stands);
* Monitors and respective cables and adapters;
* Printers, scanners and printer consumables (toner cartridges, Ink tanks, toner waste boxes);
* Data storage devices and memory cards;
* Network cables and cable accessories and tools;
* Components and accessories (keyboards, mice or their sets (wireless and wired), ergonomic mice, mice accessories (ergonomic and regular mouse pads);
* Power supply units (car chargers for mobile devices and laptops, battery adapters, battery chargers and adapters, rechargeable batteries);
* Headphones with microphone;
* IT cleaning supplies.
 | *(please indicate)* |
| **3.1.2** | The available range (quantity) of IT Goods on the day of submission of the offer shall be at least 700 000. | *(please indicate the number)* |
|  **4. Payments** |
| **4.1.** | Contractor issues delivery note or acceptance deed for the orders placed and delivered.  | *(please indicate)* |
| **4.2.** | Company makes payment according to approved invoice no later than 30 days after receiving it.  | *(please indicate)* |
| **5. Delivery and transportation** |
| **5.1.** | Goods shall be delivered to the following addresses:  | *(please indicate)* |
| **5.1.1.** | Latvia: “Origo One” office building Satekles street 2b, Riga, LV-1050.  | *(please indicate)* |
| **5.1.2.** | Estonia: RB Rail AS Estonian branch, Veskiposti 2/1, Polarise maja, 10138 Tallinn.  | *(please indicate)* |
| **5.1.3.** | Lithuania:  RB Rail AS Lithuanian branch, J. Basanavičiaus 24, LT-03224, Vilnius.  | *(please indicate)* |
| **5.2.** | Term of delivery of Goods is with accordance of the Assignment order.  | *(please indicate)* |
| **5.3** | The Contractor covers all expenses related to the transportation of the damaged Goods to the supplier and back to the Company.  | *(please indicate)* |
| 1. **Main warranty conditions:**
 |
| **6.1.** | The minimum warranty period for Goods is at least 1 (one) year or the manufacturer's warranty period, whichever is longer.  | *(please indicate)* |
| **6.2.** | The deadline for exchanging defective Goods shall be mutually agreed between Company and Supplier. If deadline is longer than 2 (two) weeks from the date of drawing up the Warranty Defect Act, Supplier should propose temporary solution.  | *(please indicate)* |

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

Annex No 1: TECHNICAL SPECIFICATION

Technical Specification FOR the open competition

“IT-EQUIPMENT FRAMEWORK”

**LOT NO 2: LAPTOP SETS, DESKTOPS AND CORRESPONDING SPARE AND component parts**

**(ID NO RBR 2023/8)**

Technical specification preparation date: December 2023

(with amendments made 22.12.2023 session minutes No 2)

The main purpose of this procurement is to conclude a Framework agreement with the suppliers of IT equipment (herein referred to as Contractors), who are ready to supply Contracting Authority (hereinafter also referred to as the Company) with IT and infrastructure equipment and related software and related services (hereinafter referred to as Goods) in the appropriate categories.

The requirements below apply to Lot No 2.

|  |  |  |
| --- | --- | --- |
| **No** | **Requirements** | **Tenderers proposal** |
| 1. **IT security requirements:**
 |
| **1.1.** | The manufacturer of Goods is a legal entity registered in a member state of NATO, the European Union (EU) or the European Economic Area (EEA) or a natural person who is a citizen of a member state of NATO, the European Union (EU) or the European Economic Area (EEA).If the manufacturer of the Goods is not registered in NATO, EU or EEA then the Goods can be bought with exceptional approval of competent state security authority. Cabinet Regulation No. 442 subsection 36.3 | *(please indicate)* |
| **1.2.** | The contractor must ensure prompt vulnerability disclosure and patch availability for the Goods during its lifetime. Cabinet Regulation No. 442 subsection 23.1 | *(please indicate)* |
| **1.3.** | Contractor shall inform the Company in a timely manner, but no later than 3 (three) months prior the purchased Goods End-Of-Life. | *(please indicate)* |
| **1.4.** | Goods shall have TPM data encryption support. Specific TPM requirements shall be requested during mini competition before Goods purchase. | *(please indicate)* |
| **2. Other requirements:** |  |
| **2.1.** | The printing equipment, monitors and ICT infrastructure proposed by the Tenderer must comply with the requirements specified in the Cabinet of Ministers' regulations of June 20, 2017, No. 353 "Requirements for green public procurement and their application procedure". | *(please indicate)* |
| **2.2.** | At the time of mini competition bid submission the Goods must have current models still in production. | *(please indicate)* |
| **2.3.** | All the Goods offered are new, not used previously. If Goods contain refurbished parts, Supplier shall warn Company prior the delivery. | *(please indicate)* |
| **2.4.** | The Contractor shall ensure that the Goods are in conformity with the CE (Conformité Européenne) marking requirements if such goods are identified under the applicable product groups listed by the European Commission. | *(please indicate)* |
| **2.5.** | The Contractor shall provide installation, configuration and support services based on hourly rate. | *(please indicate)* |
| **2.6.** | The Contractor shall provide equipment acceptance and disposal service after the end of the service life of the relevant equipment without additional fee. | *(please indicate)* |
| **3. Lot description:** |
| **3.1.** | Lot 2 | Contractors who supply Goods must have components that are compatible with the equipment currently used by the Company. Currently at least 90% of the Company contains Lenovo production and is administered by corporate management tools (Currently Intune, Lenovo Vantage and HP Connect). Contractor can offer equivalent Goods (for example different manufacturer), with subject to condition that the offered Goods are compatible with the corporate management tools used by the Company.  | *(please indicate)* |
| **3.1.1.** | Goods include at least the following categories (or equivalent): * Laptops – option to create custom configuration and order directly from manufacturer;
* Desktops – standard fully built configuration from manufacturer.
* Spare and corresponding component parts;
* Accessories (chargers, docking stations, stylus);
* Extended manufacturer's warranty.
 | *(please indicate)* |
| **3.1.2.** | Supplier shall provide Windows autopilot for devices (laptops and desktops) pre-configuration based on the Company's needs. | *(please indicate)* |
|  **4. Payments** |
| **4.1.** | Contractor issues delivery note or acceptance deed for the orders placed and delivered.  | *(please indicate)* |
| **4.2.** | Company makes payment according to approved invoice no later than 30 days after receiving it.  | *(please indicate)* |
| **5. Delivery and transportation** |
| **5.1.** | Goods shall be delivered to the following addresses:  | *(please indicate)* |
| **5.1.1.** | Latvia: “Origo One” office building Satekles street 2b, Riga, LV-1050.  | *(please indicate)* |
| **5.1.2.** | Estonia: RB Rail AS Estonian branch, Veskiposti 2/1, Polarise maja, 10138 Tallinn.  | *(please indicate)* |
| **5.1.3.** | Lithuania:  RB Rail AS Lithuanian branch, J. Basanavičiaus 24, LT-03224, Vilnius.  | *(please indicate)* |
| **5.2.** | Term of delivery of Goods is with accordance of the Assignment order.  | *(please indicate)* |
| **5.3** | The Contractor covers all expenses related to the transportation of the damaged Goods to the supplier and back to the Company.  | *(please indicate)* |
| 1. **Main warranty conditions:**
 |
| **6.1.** | The minimum warranty period for Goods is at least 2 (two) years or the manufacturer's warranty period, whichever is longer. | *(please indicate)* |
| **6.2.** | The deadline for exchanging defective Goods shall be mutually agreed between Company and Supplier. If deadline is longer than 2 (two) weeks from the date of drawing up the Warranty Defect Act, Supplier should propose temporary solution.  | *(please indicate)* |
| **6.3** | Each purchase shall be accompanied with confirmation letter from manufacturers in which the manufacturer confirms that he will take over the warranty obligations of the items if circumstances arise in which the Contractor is unable to provide them (where applicable) | *(please indicate)* |

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

Annex No 1: TECHNICAL SPECIFICATION

Technical Specification FOR the open competition

“IT-EQUIPMENT FRAMEWORK”

**LOT NO 3: Uninterrupted power supply (UPS) devices corresponding spare and component PARTS AND ACCESSORIES.**

**(ID NO RBR 2023/8)**

Technical specification preparation date: December 2023

(with amendments made 22.12.2023 session minutes No 2)

The main purpose of this procurement is to conclude a Framework agreement with the suppliers of IT equipment (herein referred to as Contractors), who are ready to supply Contracting Authority (hereinafter also referred to as the Company) with IT and infrastructure equipment and related software and related services (hereinafter referred to as Goods) in the appropriate categories.

The requirements below apply to Lot No 3.

|  |  |  |
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| **No** | **Requirements** | **Tenderers proposal** |
| 1. **IT security requirements:**
 |
| **1.1.** | The manufacturer of Goods is a legal entity registered in a member state of NATO, the European Union (EU) or the European Economic Area (EEA) or a natural person who is a citizen of a member state of NATO, the European Union (EU) or the European Economic Area (EEA).If the manufacturer of the Goods is not registered in NATO, EU or EEA then the Goods can be bought with exceptional approval of competent state security authority. Cabinet Regulation No. 442 subsection 36.3 | *(please indicate)* |
| **1.2.** | The contractor must ensure prompt vulnerability disclosure and patch availability for the Goods during its lifetime. Cabinet Regulation No. 442 subsection 23.1 | *(please indicate)* |
| **1.3.** | Contractor shall inform the Company for purchased goods in a timely manner, but no later than 3 (three) months, prior about Goods’ End-Of-Life. | *(please indicate)* |
| **2. Other requirements:** |
| **2.1.** | The printing equipment, monitors and ICT infrastructure proposed by the Tenderer must comply with the requirements specified in the Cabinet of Ministers' regulations of June 20, 2017, No. 353 "Requirements for green public procurement and their application procedure". | *(please indicate)* |
| **2.2.** | At the time of mini competition bid submission the Goods must have current models still in production. | *(please indicate)* |
| **2.3.** | All the Goods offered are new, not used previously. If Goods contain refurbished parts, Supplier shall warn Company prior the delivery. | *(please indicate)* |
| **2.4.** | The Contractor shall ensure that the Goods are in conformity with the CE (Conformité Européenne) marking requirements if such goods are identified under the applicable product groups listed by the European Commission. | *(please indicate)* |
| **2.5.** | The Contractor shall provide installation, configuration and support services based on hourly rate. | *(please indicate)* |
| **2.6.** | The Contractor shall provide equipment acceptance and disposal service after the end of the service life of the relevant equipment. | *(please indicate)* |
| **3. Lot description:** |
| **3.3.** | Lot 3 | Goods include at least the following categories (or equivalent): * Standalone, and rack mountable;
* Extended manufacturer's warranty;
* Specific software/management tools if provided by manufacturer;
* Additional services required – setup, configuration and support/maintenance.
 | *(please indicate)* |
|  **4. Payments** |
| **4.1.** | Contractor issues delivery note or acceptance deed for the orders placed and delivered.  | *(please indicate)* |
| **4.2.** | Company makes payment according to approved invoice no later than 30 days after receiving it.  | *(please indicate)* |
| **5. Delivery and transportation** |
| **5.1.** | Goods shall be delivered to the following addresses:  | *(please indicate)* |
| **5.1.1.** | Latvia: “Origo One” office building Satekles street 2b, Riga, LV-1050.  | *(please indicate)* |
| **5.1.2.** | Estonia: RB Rail AS Estonian branch, Veskiposti 2/1, Polarise maja, 10138 Tallinn.  | *(please indicate)* |
| **5.1.3.** | Lithuania:  RB Rail AS Lithuanian branch, J. Basanavičiaus 24, LT-03224, Vilnius.  | *(please indicate)* |
| **5.2.** | Term of delivery of Goods is with accordance of the Assignment order.  | *(please indicate)* |
| **5.3** | The Contractor covers all expenses related to the transportation of the damaged Goods to the supplier and back to the Company.  | *(please indicate)* |
| 1. **Main warranty conditions:**
 |
| **6.1.** | The minimum warranty period for Goods is at least 2 (two) years or the manufacturer's warranty period, whichever is longer. | *(please indicate)* |
| **6.2.** | The deadline for exchanging defective Goods shall be mutually agreed between Company and Supplier. If deadline is longer than 2 (two) weeks from the date of drawing up the Warranty Defect Act, Supplier should propose temporary solution.  | *(please indicate)* |
| **6.3** | Each purchase shall be accompanied with confirmation letter from manufacturers in which the manufacturer confirms that he will take over the warranty obligations of the items if circumstances arise in which the Contractor is unable to provide them (where applicable) | *(please indicate)* |

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

Annex No 1: TECHNICAL SPECIFICATION

Technical Specification FOR the open competition

“IT-EQUIPMENT FRAMEWORK”

**LOT NO 4: Network devices corresponding spare and component parts and accessories.**

**(ID NO RBR 2023/8)**

Technical specification preparation date: December 2023

(with amendments made 22.12.2023 session minutes No 2)

The main purpose of this procurement is to conclude a Framework agreement with the suppliers of IT equipment (herein referred to as Contractors), who are ready to supply Contracting Authority (hereinafter also referred to as the Company) with IT and infrastructure equipment and related software and related services (hereinafter referred to as Goods) in the appropriate categories.

The requirements below apply to Lot No 4.

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| **No** | **Requirements** | **Tenderers proposal** |
| 1. **IT security requirements:**
 |
| **1.1.** | The manufacturer of Goods is a legal entity registered in a member state of NATO, the European Union (EU) or the European Economic Area (EEA) or a natural person who is a citizen of a member state of NATO, the European Union (EU) or the European Economic Area (EEA).If the manufacturer of the Goods is not registered in NATO, EU or EEA then the Goods can be bought with exceptional approval of competent state security authority. Cabinet Regulation No. 442 subsection 36.3 | *(please indicate)* |
| **1.2.** | The contractor must ensure prompt vulnerability disclosure and patch availability for the Goods during its lifetime. Cabinet Regulation No. 442 subsection 23.1 | *(please indicate)* |
| **1.3.** | Contractor shall inform the Company for purchased goods in a timely manner, but no later than 3 (three) months, prior about Goods’ End-Of-Life. | *(please indicate)* |
| **2. Other requirements:** |
| **2.1.** | The printing equipment, monitors and ICT infrastructure proposed by the Tenderer must comply with the requirements specified in the Cabinet of Ministers' regulations of June 20, 2017, No. 353 "Requirements for green public procurement and their application procedure". | *(please indicate)* |
| **2.2.** | At the time of mini competition bid submission the Goods must have current models still in production. | *(please indicate)* |
| **2.3.** | All the Goods offered are new, not used previously. If Goods contain refurbished parts, Supplier shall warn Company prior the delivery. | *(please indicate)* |
| **2.4.** | The Contractor shall ensure that the Goods are in conformity with the CE (Conformité Européenne) marking requirements if such goods are identified under the applicable product groups listed by the European Commission. | *(please indicate)* |
| **2.5.** | The Contractor shall provide installation, configuration and support services based on hourly rate. | *(please indicate)* |
| **2.6.** | The Contractor shall provide equipment acceptance and disposal service after the end of the service life of the relevant equipment. | *(please indicate)* |
| **3. Lot description:** |
| **3.1.** | Lot 4 | Contractors must supply Goods that are compatible with Aruba network management tools. Currently at least 80% of the Company’s network devices are from specified manufacturer. Contractor can offer equivalent Goods (for example different manufacturer), with subject to condition that the offered Goods are compatible with the network management tools used by the Company.  | *(please indicate)* |
| **3.1.1.** | Goods include at least the following categories (or equivalent): * Distribution switches,
* access switches (10-100 ports),
* Gigabit switches,
* managed and unmanaged switches,
* switch expansion modules,
* access points,
* routers;
* Extended manufacturer's warranty;
* Specific software/management tools if provided by manufacturer;

Additional services required – setup, configuration and support/maintenance. | *(please indicate)* |
|  **4. Payments** |
| **4.1.** | Contractor issues delivery note or acceptance deed for the orders placed and delivered.  | *(please indicate)* |
| **4.2.** | Company makes payment according to approved invoice no later than 30 days after receiving it.  | *(please indicate)* |
| **5. Delivery and transportation** |
| **5.1.** | Goods shall be delivered to the following addresses:  | *(please indicate)* |
| **5.1.1.** | Latvia: “Origo One” office building Satekles street 2b, Riga, LV-1050.  | *(please indicate)* |
| **5.1.2.** | Estonia: RB Rail AS Estonian branch, Veskiposti 2/1, Polarise maja, 10138 Tallinn.  | *(please indicate)* |
| **5.1.3.** | Lithuania:  RB Rail AS Lithuanian branch, J. Basanavičiaus 24, LT-03224, Vilnius.  | *(please indicate)* |
| **5.2.** | Term of delivery of Goods is with accordance of the Assignment order.  | *(please indicate)* |
| **5.3** | The Contractor covers all expenses related to the transportation of the damaged Goods to the supplier and back to the Company.  | *(please indicate)* |
| 1. **Main warranty conditions:**
 |
| **6.1.** | The minimum warranty period for Goods is at least 2 (two) years or the manufacturer's warranty period, whichever is longer. | *(please indicate)* |
| **6.2.** | The deadline for exchanging defective Goods shall be mutually agreed between Company and Supplier. If deadline is longer than 2 (two) weeks from the date of drawing up the Warranty Defect Act, Supplier should propose temporary solution.  | *(please indicate)* |
| **6.3** | Each purchase shall be accompanied with confirmation letter from manufacturers in which the manufacturer confirms that he will take over the warranty obligations of the items if circumstances arise in which the Contractor is unable to provide them (where applicable) | *(please indicate)* |

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

Annex No 2.: Application

APPLICATION FOR PARTICIPATION IN THE Open competition

“IT EQUIPMENT FRAMEWORK”

**LOT NO 1: Office machinery and Computer related equipment and supplies**

No RBR 2023/8

[form of the tenderer`s company]

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

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| Name of the Tenderer and each member of the partnership *(if partnership / group of suppliers)* |
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| Registration number of the Tenderer and each member of the partnership *(if partnership / group of suppliers)* |
| Lead company of the partnership *(if partnership / group of suppliers)* |
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| VAT payer registration number |
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| Legal address |
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| Actual address (if differs from legal address) |
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| Bank |
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| Bank account (IBAN) |
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| Bank code (SWIFT) |
| Contact person of the Tenderer: name, surname, position, e-mail, telephone number |
| Beneficial owner of the Tenderer |
| A person who has decisive influence on participation in the sense of normative/regulatory acts. |

The Tenderer, by submitting this application:

1. Confirms participation in the Procurement “IT-Equipment Framework” No RBR 2023/8, **Lot No 1 “Office machinery and computer related equipment and supplies”**
2. Confirms that, if the Tenderer will be awarded with the Contract, the Tenderer will provide quality and timely performance of the contractual liabilities in accordance with the requirements of Annex No 1 “Technical specification”, Annex No 5a “Technical proposal” and other related documents;
3. Confirms that Tenderer is not under investigation in relation with and has not been charged for any unlawful activity.
4. Confirms that in the preparation and submission of its Proposal, Tenderer has fully considered all the clarifications issued by the Contracting authority;
5. 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;
6. Confirms that Tenderer's offered services are free from all liens, interests or other rights of third parties;
7. Confirms that the Contracting Authority reserves itself the right to reject any or all Proposals and cancel the Procurement before entry into Contract on the grounds specified in the Regulations of the law.
8. Guarantees that all provided information and documents are genuine and true.
9. Confirms that Financial Proposal includes all fees and costs related to the provision of the subject-matter of Procurement.
10. Confirms that Regulations is clear and understandable, that it does not have any objections and complaints and that in the case of granting the right to enter into a Contract it will fulfil all conditions of the Regulations as well as enter into a Contract in accordance with the Draft contract enclosed with the Regulations (Annex No 8 "Draft contract");
11. Confirms that offered goods are not subject to international sanctions and not originating from sanctioned areas. Understands and confirms that the Contracting Authority will reject such Tenders including any offered goods/services/works that are subject to international sanctions and/or originating from sanctioned areas.

Information in respect to Section 8.13. of Regulations (if applicable)[[12]](#footnote-13):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

o a small o medium o other

sized enterprise[[13]](#footnote-14) as defined in the Article 2 of the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprise[[14]](#footnote-15)

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

Annex No 2: Application

APPLICATION FOR PARTICIPATION IN THE open competition

“IT EQUIPMENT FRAMEWORK”

**LOT NO 2: LAPTOP SETS, DESKTOPS AND CORRESPONDING SPARE AND component parts**

No RBR 2023/8

[form of the tenderer`s company]

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

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| Name of the Tenderer and each member of the partnership *(if partnership / group of suppliers)* |
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| Registration number of the Tenderer and each member of the partnership *(if partnership / group of suppliers)* |
| Lead company of the partnership *(if partnership / group of suppliers)* |
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| VAT payer registration number |
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| Legal address |
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| Actual address (if differs from legal address) |
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| Bank |
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| Bank account (IBAN) |
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| Bank code (SWIFT) |
| Contact person of the Tenderer: name, surname, position, e-mail, telephone number |
| Beneficial owner of the Tenderer |
| A person who has decisive influence on participation in the sense of normative/regulatory acts. |

The Tenderer, by submitting this application:

1. Confirms participation in the Procurement “IT-Equipment Framework” No RBR 2023/8, **Lot No 2 “Laptop sets, desktops and corresponding spare and component parts”**
2. Confirms that, if the Tenderer will be awarded with the Contract, the Tenderer will provide quality and timely performance of the contractual liabilities in accordance with the requirements of the Annex No 1 ”Technical specification”, Annex No 5a “Technical proposal” and other related documents;
3. Confirms that Tenderer is not under investigation in relation with and has not been charged for any unlawful activity.
4. Confirms that in the preparation and submission of its Proposal, Tenderer has fully considered all the clarifications issued by the Contracting authority;
5. 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;
6. Confirms that Tenderer's offered services are free from all liens, interests or other rights of third parties;
7. Confirms that the Contracting Authority reserves itself the right to reject any or all Proposals and cancel the Procurement before entry into Contract on the grounds specified in the Regulations of the law.
8. Guarantees that all provided information and documents are genuine and true.
9. Confirms that Financial Proposal includes all fees and costs related to the provision of the subject-matter of Procurement.
10. Confirms that Regulations is clear and understandable, that it does not have any objections and complaints and that in the case of granting the right to enter into a Contract it will fulfil all conditions of the Regulations as well as enter into a Contract in accordance with the Draft contract enclosed with the Regulations (Annex No 8 "Draft contract");
11. Confirms that offered goods are not subject to international sanctions and not originating from sanctioned areas. Understands and confirms that the Contracting Authority will reject such Tenders including any offered goods/services/works that are subject to international sanctions and/or originating from sanctioned areas.

Information in respect to Section 8.13. of Regulations (if applicable)[[15]](#footnote-16):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

o a small o medium o other

sized enterprise[[16]](#footnote-17) as defined in the Article 2 of the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprise[[17]](#footnote-18)

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

Annex No 2: Application

APPLICATION FOR PARTICIPATION IN THE open competition

“IT EQUIPMENT FRAMEWORK”

**LOT NO 3: Uninterrupted power supply (UPS) devices corresponding spare and component PARTS AND ACCESSORIES.**

No RBR 2023/8

[form of the tenderer`s company]

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

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| Name of the Tenderer and each member of the partnership *(if partnership / group of suppliers)* |
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| Registration number of the Tenderer and each member of the partnership *(if partnership / group of suppliers)* |
| Lead company of the partnership *(if partnership / group of suppliers)* |
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| VAT payer registration number |
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| Legal address |
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| Actual address (if differs from legal address) |
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| Bank |
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| Bank account (IBAN) |
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| Bank code (SWIFT) |
| Contact person of the Tenderer: name, surname, position, e-mail, telephone number |
| Beneficial owner of the Tenderer |
| A person who has decisive influence on participation in the sense of normative/regulatory acts. |

The Tenderer, by submitting this application:

Confirms participation in the Procurement “IT-Equipment Framework” No RBR 2023/8, **Lot No 3 “Uninterrupted power supply (ups) devices corresponding spare and component parts and accessories.”**

1. Confirms that, if the Tenderer will be awarded with the Contract, the Tenderer will provide quality and timely performance of the contractual liabilities in accordance with the requirements of the Annex No 1 ”Technical specification”, Annex No 5a “Technical proposal” and other related documents;
2. Confirms that Tenderer is not under investigation in relation with and has not been charged for any unlawful activity.
3. Confirms that in the preparation and submission of its Proposal, Tenderer has fully considered all the clarifications issued by the Contracting authority;
4. 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;
5. Confirms that Tenderer's offered services are free from all liens, interests or other rights of third parties;
6. Confirms that the Contracting Authority reserves itself the right to reject any or all Proposals and cancel the Procurement before entry into Contract on the grounds specified in the Regulations of the law.
7. Guarantees that all provided information and documents are genuine and true.
8. Confirms that Financial Proposal includes all fees and costs related to the provision of the subject-matter of Procurement.
9. Confirms that Regulations is clear and understandable, that it does not have any objections and complaints and that in the case of granting the right to enter into a Contract it will fulfil all conditions of the Regulations as well as enter into a Contract in accordance with the Draft contract enclosed with the Regulations (Annex No 8 "Draft contract");
10. Confirms that offered goods are not subject to international sanctions and not originating from sanctioned areas. Understands and confirms that the Contracting Authority will reject such Tenders including any offered goods/services/works that are subject to international sanctions and/or originating from sanctioned areas.

Information in respect to Section 8.13. of Regulations (if applicable)[[18]](#footnote-19):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

o a small o medium o other

sized enterprise[[19]](#footnote-20) as defined in the Article 2 of the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprise[[20]](#footnote-21)

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

Annex No 2: Application

APPLICATION FOR PARTICIPATION IN THE open competition

“IT EQUIPMENT FRAMEWORK”

**LOT NO 4: Network devices corresponding spare and component parts and accessories.**

No RBR 2023/8

[form of the tenderer`s company]

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

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| Name of the Tenderer and each member of the partnership *(if partnership / group of suppliers)* |
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| Registration number of the Tenderer and each member of the partnership *(if partnership / group of suppliers)* |
| Lead company of the partnership *(if partnership / group of suppliers)* |
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| VAT payer registration number |
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| Legal address |
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| Actual address (if differs from legal address) |
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| Bank |
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| Bank account (IBAN) |
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| Bank code (SWIFT) |
| Contact person of the Tenderer: name, surname, position, e-mail, telephone number |
| Beneficial owner of the Tenderer |
| A person who has decisive influence on participation in the sense of normative/regulatory acts. |

The Tenderer, by submitting this application:

1. Confirms participation in the Procurement “IT-Equipment Framework” No RBR 2023/8, **Lot No 4 “Network devices corresponding spare and component parts and accessories.”**
2. Confirms that, if the Tenderer will be awarded with the Contract, the Tenderer will provide quality and timely performance of the contractual liabilities in accordance with the requirements of the Annex No 1 ”Technical specification”, Annex No 5a “Technical proposal” and other related documents;
3. Confirms that Tenderer is not under investigation in relation with and has not been charged for any unlawful activity.
4. Confirms that in the preparation and submission of its Proposal, Tenderer has fully considered all the clarifications issued by the Contracting authority;
5. 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;
6. Confirms that Tenderer's offered services are free from all liens, interests or other rights of third parties;
7. Confirms that the Contracting Authority reserves itself the right to reject any or all Proposals and cancel the Procurement before entry into Contract on the grounds specified in the Regulations of the law.
8. Guarantees that all provided information and documents are genuine and true.
9. Confirms that Financial Proposal includes all fees and costs related to the provision of the subject-matter of Procurement.
10. Confirms that Regulations is clear and understandable, that it does not have any objections and complaints and that in the case of granting the right to enter into a Contract it will fulfil all conditions of the Regulations as well as enter into a Contract in accordance with the Draft contract enclosed with the Regulations (Annex No 8 "Draft contract");
11. Confirms that offered goods are not subject to international sanctions and not originating from sanctioned areas. Understands and confirms that the Contracting Authority will reject such Tenders including any offered goods/services/works that are subject to international sanctions and/or originating from sanctioned areas.

Information in respect to Section 8.13. of Regulations (if applicable)[[21]](#footnote-22):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

o a small o medium o other

sized enterprise[[22]](#footnote-23) as defined in the Article 2 of the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprise[[23]](#footnote-24)

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

Annex No 3: Confirmation of financial standing

**confirmation of tenderer’s financial stANDING for the OPEN COMPETITION**

“IT-EQUIPMENT FRAMEWORK”

**(ID No RBR 2023/8)**

**Section 8.3.1 of the Regulations[[24]](#footnote-25) [[25]](#footnote-26)**

The Tenderer’s or all members of the partnership together (if the Tenderer is a partnership and confirms the average financial turnover jointly), average financial turnover within last 3 (three) financial years (2022, 2021, 2020) is not less than[[26]](#footnote-27):

For Lot No 1 - EUR 100 000,00 (one hundred thousand euro);

For Lot No 2 – EUR 400 000,00 (four hundred thousand euro);

For Lot No 3 – EUR 100 000,00 (one hundred thousand euro);

For Lot No 4 – EUR 150 000,00 (one hundred fifty thousand euro).

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) 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 (2022, 2021, 2020), the financial turnover must be indicated for the Tenderer's previous 3 (three) reporting years**.**

|  |  |  |  |
| --- | --- | --- | --- |
| **No** | **Year** | **Total Turnover in EUR** | **Notes** |
| Tenderer or member of the partnership (if the Tenderer is a partnership) or entity on whose capabilities the Tenderer relies on to certify the turnover. |
| 1 |  |  |  |
| 2 |  |  |  |
| 3 |  |  |  |
| Average within the last 3 (three) financial years |  |  |
| If the Tenderer is a partnership, please continue and provide information regarding each member and partnership in total. |
| 1 |  |  |  |
| 2 |  |  |  |
| 3 |  |  |  |
| [..] |  |  |  |

**Section 8.4.2. of 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 on and who shall be financially and economically responsible for fulfilment of the procurement contract shall have stable financial and economic performance, namely, in the last audited financial year (2022) shall have positive equity capital:

1. *Equity capital = Total Assets – Total Liabilities = \_\_\_\_\_\_\_\_\_\_\_\_\_\_;*

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

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

Annex No 4: Description of tenderers previous experience

**DESCRIPTION OF THE TENDERERS PREVIOUS EXPERIENCE FOR OPEN COMPETITION**

**LOT NO 1: IT OFFICE MACHINERY AND COMPUTER RELATED EQUIPMENT AND SUPPLIES [[27]](#footnote-28)**

**“IT-EQUIPMENT FRAMEWORK”**

**(ID NO RBR 2023/8)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No** | **Client, client’s contact information for references (name of representative, phone, e-mail)[[28]](#footnote-29)** | **Period** **of the agreement****(month/year-month/year)****(Previous 3 years (2020 to until the date of submission of the Proposal)** | **Information about at least 1 (one) or several agreements confirming that the Tenderer complies with the requirements set out in Section 8.4.1. of the Regulations** * **sale of IT related equipment and/or accessories and/or supplies.**
 | **Value of the agreement (-s)** **(EUR without VAT)****(not less than 100 000,00 EUR (one hundred thousand euro) without VAT)** |
| **1.** |  |  |  |  |
| **2.** |  |  |  |  |
| **…** |  |  |  |  |

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

Annex No 4: Description of tenderers previous experience

**DESCRIPTION OF THE TENDERERS PREVIOUS EXPERIENCE FOR OPEN COMPETITION**

**LOT NO 2: LAPTOP SETS AND DESKTOPS AND CORRESPONDING SPARE AND COMPONENT PARTS [[29]](#footnote-30)**

**“IT-EQUIPMENT FRAMEWORK”**

**(ID NO RBR 2023/8)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No** | **Client, client’s contact information for references (name of representative, phone, e-mail)[[30]](#footnote-31)** | **Period** **of the agreement****(month/year-month/year)****(Previous 3 years (2020 to until the date of submission of the Proposal)** | **Information about at least 1 (one) or several agreements confirming that the Tenderer complies with the requirements set out in Section 8.4.1. of the Regulations** * **sale of Laptop sets and/or Desktops and/or corresponding spare and/or component parts.**
 | **Value of the agreement (-s)** **(EUR without VAT)****(not less than EUR 400 000,00 EUR (four hundred thousand euro) without VAT)** |
| **1.** |  |  |  |  |
| **2.** |  |  |  |  |
| **…** |  |  |  |  |

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

Annex No 4: Description of tenderers previous experience

**DESCRIPTION OF THE TENDERERS PREVIOUS EXPERIENCE FOR OPEN COMPETITION**

**LOT NO 3: Uninterrupted power supply (UPS) devices, corresponding spare and component PARTS AND ACCESSORIES.[[31]](#footnote-32)**

**“IT-EQUIPMENT FRAMEWORK”**

**(ID NO RBR 2023/8)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No** | **Client, client’s contact information for references (name of representative, phone, e-mail)[[32]](#footnote-33)** | **Period** **of the agreement****(month/year-month/year)****(Previous 3 years (2020 to until the date of submission of the Proposal)** | **Information about at least 1 (one) or several agreements confirming that the Tenderer complies with the requirements set out in Section 8.4.1. of the Regulations** * **sale of Uninterrupted power supply (UPS) devices and/or corresponding spare and/or component parts and/or accessories.**
 | **Value of the agreement (-s)** **(EUR without VAT)****(not less than EUR 100 000,00 EUR (one hundred thousand euro) without VAT)** |
| **1.** |  |  |  |  |
| **2.** |  |  |  |  |
| **…** |  |  |  |  |

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

Annex No 4: Description of tenderers previous experience

**DESCRIPTION OF THE TENDERERS PREVIOUS EXPERIENCE FOR OPEN COMPETITION**

**LOT NO 4: Network devices, corresponding spare and component parts AND ACCESSORIES.**

**“IT-EQUIPMENT FRAMEWORK”[[33]](#footnote-34)**

**(ID NO RBR 2023/8)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No** | **Client, client’s contact information for references (name of representative, phone, e-mail)[[34]](#footnote-35)** | **Period** **of the agreement** **(month/year-month/year)****(Previous 3 years (2020 to until the date of submission of the Proposal)** | **Information about at least 1 (one) or several agreements confirming that the Tenderer complies with the requirements set out in Section 8.4.1. of the Regulations** * **Network devices and/or corresponding spare and/or component parts and/or accessories.**
 | **Value of the agreement (-s)** **(EUR without VAT)****(not less than EUR 150 000,00 EUR (one hundred fifty thousand euro) without VAT)** |
| **1.** |  |  |  |  |
| **2.** |  |  |  |  |
| **…** |  |  |  |  |

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

Annex No 5: Financial proposal

**financial Proposal for the open competition**

**“IT-EQUIPMENT FRAMEWORK”**

**(ID No RBR 2023/8)**

The Tenderer [*name of the Tenderer*] confirms its participation in Procurement Lot \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (please insert Procurement Lot title and No) of the open competition “IT-EQUIPMENT FRAMEWORK” and offers to deliver the goods and provide services in accordance with the **Annex No 1 “Technical specification”** and **Annex No 5a “Technical proposal”** of the Regulations as follows[[35]](#footnote-36):

|  |  |
| --- | --- |
| **Item** | **Price****(EUR without VAT)** |
| Total price per items as listed in Annex 5a[[36]](#footnote-37)  | *(please indicate)* |

|  |  |
| --- | --- |
| **Item** | **Rate****(EUR without VAT per hour)** |
| Hourly rate for installation, configuration, and support services  | *(please indicate)* |

The proposed prices shall include DELIVERY COSTS and all taxes (excluding VAT), fees and payments, all costs and risks as specified in the Technical Specification, Financial proposal form and Draft Framework agreement and related to the fulfilment of the Framework agreement. (with amendments made 22.12.2023. session minutes No 2)

The proposed prices 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.

**All costs related expenses that are not specifically listed in the Technical specification, but which are necessary for the overall performance of the contract must be included in Financial proposal.**

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

**Annex No 6: Entities on whose capacity tenderer relies**

**a list of entities on whose capacity tenderer RELIES ON**

**to meet the requirements of the open COMPETITION**

**“IT-EQUIPMENT FRAMEWORK”**

**(ID NO RBR 2023/8)**

|  |  |  |
| --- | --- | --- |
| No | Name of person un whose capabilities the Tenderer is relying on | Description of the capabilities the Tenderer relies on to certify its compliance with qualification requirements (Section 8.3. and 8.4. of Regulation) *(if applicable)* |
| 1 |  |  |
| 2 |  |  |
| [..] |  |  |

**NB!**

**In case the Tenderer relies on capabilities of other entities to certify its compliance with the qualification requirements, this Annex must be accompanied with documents evidencing that all the necessary resources will be passed to the Tenderer, as set per Section 8 and Section 9 of the Regulations.**

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

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

**Annex No 7: Subcontractors**

**a list of the subcontractors for the open COMPETITION**

**“IT-EQUIPMENT FRAMEWORK”**

**(ID NO RBR 2023/8)**

|  |  |  |
| --- | --- | --- |
| No | Name of the subcontractor (registration No., legal address) | Subcontracted tasks |
| **Description of the sub-contracted task** | **Amount, EUR (without VAT)** |
| **I** | **Total amount of the sub-contracted tasks is equal to or exceeds 10`000 (ten thousand) EUR**  |  |  |
| 1 |  |  |  |
| 2 |  |  |  |
| n+1 |  |  |  |
|  |  |  |  |
| **Total:** |  |
| **II** | **Total amount of the sub-contracted tasks is smaller than 10`000 (ten thousand) EUR**  |  |  |
| 1 |  |  |  |
| 2 |  |  |  |
| n+1 |  |  |  |
|  |  |  |  |
| **Total:** |  |
| **Total (I+II)** |  |

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

o a small o medium o other

sized enterprise[[37]](#footnote-38) as defined in the Article 2 of the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprise.[[38]](#footnote-39)

**NB!**

**In case the Tenderer involves sub-contractors whose share of services is equal to or exceeds EUR 10’000 (ten thousand euro), of the contract price, this Annex must be accompanied with documents evidencing that all the necessary resources will be passed to the Tenderer, as set per Section 8 and Section 10 of the Regulations.**

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

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

**Annex No 8: draft agreement**

Please refer to separate document

1. Available here: <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:32022R0576>. [↑](#footnote-ref-2)
2. There is no obligation to submit documents, unless specifically requested by the Procurement commission. [↑](#footnote-ref-3)
3. **Beneficial owner:** a natural person who is the owner of the customer - legal person - or who controls the customer, or on whose behalf, for whose benefit or in whose interests business relationship is being established or an individual transaction is being executed, and it is at least:

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

**b)** regarding legal arrangements - a natural person who owns or in whose interests a legal arrangement has been established or operates, or who directly or indirectly exercises control over it, including who is the founder, proxy or supervisor (manager) of such legal arrangement. [↑](#footnote-ref-4)
4. <https://likumi.lv/ta/en/en/id/4423-group-of-companies-law> [↑](#footnote-ref-5)
5. If such documents of the competent authority aren’t being issued, 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. [↑](#footnote-ref-6)
6. If such documents of the competent authority are not issued, Tenderer shall submit certificate that is provided by a competent executive authority or a judicial authority, a sworn notary or competent organization of the relevant industry. [↑](#footnote-ref-7)
7. **Offshore**: low tax or tax-free country or territory in accordance with Corporate income tax law of the Republic of Latvia except Member States of EEA (European Economic Area) or its territories, Member States of the World Trade Organization Agreement on State Treaties or territories and such countries and territories with which European Union and Republic of Latvia has international agreements for open market in public procurement area. [↑](#footnote-ref-8)
8. Compliant to requirements of marking of recycling of Rules of Cabinet of Ministers No 140 “Packaging Classification and Marking Regulations” and/or containing international recycle marking “Mobius loop” or equivalent. [↑](#footnote-ref-9)
9. Contracting Authority is entitled to request Tenderer to submit printed copy of calculations for each device obtained from State Regional Development Agency of Republic of Latvia calculator (http://demo.blond.lv/lcc2/ ). [↑](#footnote-ref-10)
10. ###  Compliant to requirements of marking recycling of Rules of Cabinet of Ministers No 140 “Packaging Classification and Marking Regulations” and/or containing international recycle marking “Mobius loop” or equivalent.

 [↑](#footnote-ref-11)
11. ###  Compliant to requirements of marking recycling of Rules of Cabinet of Ministers No 140 “Packaging Classification and Marking Regulations” adopted 02.04.2002. and/or containing international recycle marking “Mobius loop” or equivalent.

 [↑](#footnote-ref-12)
12. **Please indicate N/A if recital of Section 8.13. of Regulations is not applicable to Tenderer.**  [↑](#footnote-ref-13)
13. The information on the size of the Tenderer is used solely for statistical purposes and are not in any way whatsoever used in the evaluation of the Tenderers and their Requests to participate. [↑](#footnote-ref-14)
14. Available here - <http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.L_.2003.124.01.0036.01.ENG&toc=OJ:L:2003:124:TOC> [↑](#footnote-ref-15)
15. **Please indicate N/A if recital of Section 8.13. of Regulations is not applicable to Tenderer.**  [↑](#footnote-ref-16)
16. The information on the size of the Tenderer is used solely for statistical purposes and are not in any way whatsoever used in the evaluation of the Tenderers and their Requests to participate. [↑](#footnote-ref-17)
17. Available here - <http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.L_.2003.124.01.0036.01.ENG&toc=OJ:L:2003:124:TOC> [↑](#footnote-ref-18)
18. **Please indicate N/A if recital of Section 8.13. of Regulations is not applicable to Tenderer.**  [↑](#footnote-ref-19)
19. The information on the size of the Tenderer is used solely for statistical purposes and are not in any way whatsoever used in the evaluation of the Tenderers and their Requests to participate. [↑](#footnote-ref-20)
20. Available here - <http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.L_.2003.124.01.0036.01.ENG&toc=OJ:L:2003:124:TOC> [↑](#footnote-ref-21)
21. **Please indicate N/A if recital of Section 8.13. of Regulations is not applicable to Tenderer.**  [↑](#footnote-ref-22)
22. The information on the size of the Tenderer is used solely for statistical purposes and are not in any way whatsoever used in the evaluation of the Tenderers and their Requests to participate. [↑](#footnote-ref-23)
23. Available here - <http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.L_.2003.124.01.0036.01.ENG&toc=OJ:L:2003:124:TOC> [↑](#footnote-ref-24)
24. For the Tenderers applying for several lots: If a Tenderer submits a tender for several lots, then requirements of average turnover within last 3 (three) years (2022, 2021, 2020) of individual lots needs to be combined. [↑](#footnote-ref-25)
25. **Please indicate financial information in regards to Lot Tenderer has submitted its proposal for.** [↑](#footnote-ref-26)
26. If the financial turnover is in another currency than euro, for this Proposal it should be recalculated in euro in accordance with the currency exchange rate published by the European Central Bank on the proposal submission date (please see Section 15.1 of the Regulations) available: https://www.ecb.europa.eu/stats/policy\_and\_exchange\_rates/euro\_reference\_exchange\_rates/html/index.en.html [↑](#footnote-ref-27)
27. If the Tenderer is a partnership, previous experience can be combined within the Partnership members. [↑](#footnote-ref-28)
28. In case of doubt, the Contracting authority has the right to request tenderer to submit references and if needed contact the Client to verify that the services specified complies with the requirements set in Section 8.4.1 of the Regulations. [↑](#footnote-ref-29)
29. If the Tenderer is a partnership, previous experience can be combined within the Partnership members. [↑](#footnote-ref-30)
30. In case of doubt, the Contracting authority has the right to request tenderer to submit references and if needed contact the Client to verify that the services specified complies with the requirements set in Section 8.4.1 of the Regulations. [↑](#footnote-ref-31)
31. If the Tenderer is a partnership, previous experience can be combined within the Partnership members. [↑](#footnote-ref-32)
32. In case of doubt, the Contracting authority has the right to request tenderer to submit references and if needed contact the Client to verify that the services specified complies with the requirements set in Section 8.4.1 of the Regulations. [↑](#footnote-ref-33)
33. If the Tenderer is a partnership, previous experience can be combined within the Partnership members. [↑](#footnote-ref-34)
34. In case of doubt, the Contracting authority has the right to request tenderer to submit references and if needed contact the Client to verify that the services specified complies with the requirements set in Section 8.4.1 of the Regulations. [↑](#footnote-ref-35)
35. When preparing the Financial proposal, the rules of Section 11 of the Regulations must be considered. [↑](#footnote-ref-36)
36. Please note that the price of items is not the total amount of the framework agreement (see Section 6.2 of the Regulations). [↑](#footnote-ref-37)
37. The information on the size of the Tenderer is used solely for statistical purposes and is not in any way whatsoever used in the evaluation of the Tenderer or the Proposal. [↑](#footnote-ref-38)
38. Available here - <http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.L_.2003.124.01.0036.01.ENG&toc=OJ:L:2003:124:TOC> [↑](#footnote-ref-39)