

## **REGULATIONS**

FOR THE OPEN COMPETITION

### **"IMPLEMENTATION AND MAINTENANCE OF A MACHINE TRANSLATION SOLUTION, AND POST-EDITING SERVICES"**

(IDENTIFICATION NO RBR 2023/15)



**Co-funded by  
the European Union**

Riga  
2023

## TABLE OF CONTENTS

TABLE OF CONTENTS .....	2
1 ABBREVIATIONS AND TERMS .....	3
2 GENERAL INFORMATION .....	3
3 THE RIGHTS OF THE PROCUREMENT COMMISSION .....	4
4 THE OBLIGATIONS OF THE PROCUREMENT COMMISSION .....	4
5 THE RIGHTS OF THE TENDERER .....	5
6 SUBJECT-MATTER OF THE OPEN COMPETITION.....	5
7 TENDERER .....	6
8 SELECTION CRITERIA FOR TENDERERS.....	7
9 RELIANCE ON THE CAPACITY OF OTHER PERSONS.....	23
10 SUBCONTRACTING .....	24
11 FINANCIAL PROPOSAL .....	24
12 TECHNICAL PROPOSAL .....	25
13. CONTENTS AND FORM OF THE PROPOSAL .....	25
14 ENCRYPTION OF THE PROPOSAL INFORMATION .....	26
15. SUBMISSION OF A PROPOSAL .....	26
16. OPENING OF PROPOSALS .....	26
17. VERIFICATION OF PROPOSALS FOR COMPLIANCE.....	27
18. VERIFICATION OF TECHNICAL PROPOSAL.....	27
19. VERIFICATION OF FINANCIAL PROPOSALS .....	27
20 CONTRACT AWARD CRITERIA.....	27
21 TENDERER CHECK PRIOR TO MAKING THE DECISION REGARDING THE CONCLUSION OF THE CONTRACT .....	30
22 DECISION MAKING, ANNOUNCEMENT OF RESULTS AND ENTERING INTO A CONTRACT	31
23 ANNEXES.....	32

## 1 ABBREVIATIONS AND TERMS

- 1.1 **Common procurement vocabulary (CPV)** – a nomenclature approved by the European Union which is applied in public procurement procedures;
- 1.2 **Contract** - signed agreement between Contracting authority and a Contractor to provide the Services;
- 1.3 **Contracting authority** - the joint stock company RB Rail AS, registration number: 40103845025, legal address: Satekles iela 2B, Riga, LV-1050, Latvia;
- 1.4 **Contractor** - service provider awarded the right to enter into the Contract in Open competition to provide Services in accordance with requirements stipulated in Regulations and Contract;
- 1.5 **Identification number (ID No)** - designation, which includes the abbreviation of the name of the Contracting authority (the first capital letters), the relevant year and the procurement sequence number in ascending order (RBR 2023/15);
- 1.6 **NMT** - Neural Machine Translation;
- 1.7 **Open competition (also - the Procurement)** – procurement procedure "Implementation and maintenance of a Machine Translation solution, and post-editing services" (identification number: RBR 2023/15) in which all interested Suppliers are entitled to submit their Proposals;
- 1.8 **Procurement commission** - commission the composition of which has been established by the Contracting authority, order No 1.9-2023-30 dated 1 November 2023;
- 1.9 **Proposal** - documentation package the Tenderer submits to participate in the Open competition;
- 1.10 **Public Procurement Law (PPL)** - Public Procurement Law of the Republic of Latvia;
- 1.11 **Regulations** – regulations of the Open competition "Implementation and maintenance of a Machine Translation solution, and post-editing services" (identification number: RBR 2023/15), as well as all the enclosed annexes;
- 1.12 **Services** - Implementation and maintenance of a Machine Translation solution, and post-editing services in accordance with Annex No 2 "Technical specification / Technical proposal form" of the Regulations;
- 1.13 **Supplier** – a natural person or a legal person, a group or association of such persons in any combination thereof, which offers to provide services;
- 1.14 **Tenderer** – a Supplier which has submitted a Proposal;
- 1.15 **VAT** – Value Added Tax.

## 2 GENERAL INFORMATION

- 2.1 The identification number of the Procurement is RBR 2023/15.
- 2.2 The Open competition is co-financed by the Contracting Authority and Connecting Europe Facility (CEF).
- 2.3 The Open competition is organized in accordance with the Public Procurement Law in effect on the date of publishing the contract notice.
- 2.4 The Open competition is carried out using E-Tenders system (<https://www.eis.gov.lv/EKEIS/Supplier>) which is subsystem of the Electronic Procurement System (<https://www.eis.gov.lv/EIS/>).
- 2.5 The Regulations is freely available on Contracting authority's profile in the E-Tenders system on webpage <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/113511> and on the webpage of the Contracting authority <http://railbaltica.org/tenders/>.
- 2.6 Amendments to the Regulations and answers to Suppliers' questions will be published on Contracting authority's profile in the E-Tenders system on webpage <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/113511> and on the Contracting authority's webpage <http://railbaltica.org/tenders/>. It is the Supplier's responsibility to constantly follow the information published on the webpages and to take it into consideration in preparation of its Proposal.
- 2.7 Contact person of the Contracting authority for this Open competition is Procurement Specialist Ieva Zulkē, mobile: +371 27811589, e-mail: [leva.Zulke@railbaltica.org](mailto:leva.Zulke@railbaltica.org).

- 2.8 The exchange of information between the Procurement commission and the Supplier or Tenderer shall be in writing (by sending documents electronically to e-mail or using E-Tenders system) in English (if information is submitted in Latvian, it shall be accompanied by a translation into English).
- 2.9 If the Supplier does not have access to the E-Tenders system, the Supplier shall follow the guidance for obtaining access to the system available on the Contracting authority's website at <http://www.railbaltica.org/procurement/e-procurement-system/>.
- 2.10 The Supplier can request additional information regarding the Regulations. Additional information can be requested in writing through the E-Tenders system or (only in case the Supplier does not have access to the system) by sending it to the Procurement commission electronically to the e-mail (please see the Section 2.7 of the Regulations), indicating the Procurement Identification number.
- 2.11 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 from the Supplier.
- 2.12 The Supplier covers all expenses which are related to the preparation of the Proposal and its submission to the Contracting authority. Under no circumstances the Contracting authority will be liable for compensation of any costs and damages related to the preparation and submission of the Proposal or the Supplier's participation in the Procurement.

### **3 THE RIGHTS OF THE PROCUREMENT COMMISSION**

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

### **4 THE OBLIGATIONS OF THE PROCUREMENT COMMISSION**

- 4.1 The Procurement commission ensures the documentation of the procurement process.
- 4.2 The Procurement commission ensures free and direct electronic access to the Procurement documents on Contracting authority's profile at the E-Tenders system's webpage <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/113511> and on the webpage of the Contracting authority <http://railbaltica.org/tenders/>.
- 4.3 If an interested Supplier has in a timely manner in writing by post or electronically (including through E-Tenders system), or delivering in person requested additional information about the requirements included in Open competition documents regarding the preparation and submission of the Proposal or regarding the

selection of Tenderers, the Procurement commission provides a response electronically within 5 (five) working days but not later than 6 (six) days before the deadline for submitting Proposals. Simultaneously with sending this information to the Supplier who had asked the question, the Contracting authority also publishes the information on Contracting authority's profile in the E-Tenders system's webpage <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/113511> and on its webpage <http://railbaltica.org/tenders/> where Open competition documents are available, indicating the question asked.

- 4.4 If the Contracting authority has amended the Open competition documents, it publishes this information on Contracting authority's profile in the E-Tenders system's webpage <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/113511> and on the Contracting authority's webpage <http://railbaltica.org/tenders/> where Open competition documents are available, no later than 1 (one) day after the notification regarding the amendments has been submitted to Procurement Monitoring Bureau for publication. If Supplier wishes to receive relevant updates/notifications by e-mail regarding the Procurement (e.g., when amendments to the procurement documentation are published), Supplier shall register as an interested supplier on the E-Tenders system for the particular Procurement.
- 4.5 The exchange and storage of information is carried out in such a way that all data included in the Proposals is protected and the Contracting authority can check the content of the Proposals only after the expiration of the deadline for their submission. From the day of submission of Proposals until the opening of the Proposals the Contracting authority does not disclose information regarding the existence of other Proposals. During the Proposal evaluation, the Contracting authority does not disclose any information regarding the evaluation process until the announcement of the results.
- 4.6 The Procurement commission evaluates Tenderers and their Proposals based on the Public Procurement Law, Regulations, as well as other applicable regulatory enactments.

## 5 THE RIGHTS OF THE TENDERER

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

## 6 SUBJECT-MATTER OF THE OPEN COMPETITION

- 6.1 The subject-matter of the Open competition is implementation and maintenance of a Machine Translation solution, and post-editing services in accordance with Annex No 2 "Technical specification / Technical proposal form" of the Regulations.
- 6.2 The applicable CPV code(s) of the subject-matter are:
  - 6.2.1 Main CPV code: 72000000-5 (IT services: consulting, software development, Internet and support);
  - 6.2.2 Additional CPV codes: 72200000-7 (Software programming and consultancy services), 72212740-8 (Foreign language translation software development services), 79530000-8 (Translation services), 72263000-6 (Software implementation services).

- 6.3 The subject-matter of the open competition is not divided in parts (lots). The Tenderer must submit a Proposal only for the whole subject-matter of the open competition in total.
- 6.4 The Tenderer is not permitted to submit variants of the Proposal. If variants of the Proposal will be submitted, the Proposal will not be reviewed.
- 6.5 The place of delivery of the Services shall be RB Rail AS, Satekles iela 2B, Riga, LV -1050.
- 6.6 Contract price: 221 522.00 EUR without VAT (the Contracting authority will conclude the contract in the amount of the specified contract price);
- 6.7 Period of Service provision is 36 (thirty-six) months after the Contract commencement date or until the Total contract price indicated in the Section 6.6 of the Regulations is reached, whichever comes first. The period for Implementation of Machine Translation solution shall not exceed 30 (thirty days) after conclusion of the Contract. There will be an option to extend the initial term of Contract in accordance with provisions set in Clause 13.1 of draft Contract.

## 7 TENDERER

- 7.1 The Proposal can be submitted by the Tenderer that is:
  - 7.1.1 A Supplier who is a legal or natural person which offers on the market to provide services and who complies with the selection criteria for Tenderers;
  - 7.1.2 A group of Suppliers (also - the partnership) which offers on the market to provide services and who complies with the selection criteria for Tenderers:
    - 7.1.2.1 A group of Suppliers who has formed a partnership for the Open competition. In this case all the members of the partnership shall be listed in Annex No 1 "Application for participating in the Open competition" of the Regulations. If it will be decided to award contracting rights to such partnership, then prior to concluding the Contract the partnership shall at its discretion either enter into a partnership agreement (within the meaning of The Civil Law of the Republic of Latvia, Sections 2241-2280) and submit one copy of this agreement to the Contracting authority or establish a general or limited partnership (within the meaning of The Commercial Law of the Republic of Latvia, Division IX and X) and notify the Contracting authority in writing.
    - 7.1.2.2 An established and registered partnership (a general partnership or a limited partnership within the meaning of the Commercial Law of the Republic of Latvia, Division IX and X) which complies with the selection criteria of Tenderers.
- 7.2 According to Article 5k of Council Regulation (EU) 2022/576 of 8 April 2022 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine<sup>1</sup> it is prohibited to participate in the Open competition:
  - 7.2.1 a Russian national, or a natural or legal person, entity or body established in Russia;
  - 7.2.2 a legal person, entity or body whose proprietary rights are directly or indirectly owned for more than 50% by an entity referred to in Sub-Section 7.2.1. of this Section;
  - or
  - 7.2.3 a natural or legal person, entity or body acting on behalf or at the direction of an entity referred to in Sub-Section 7.2.1. or 7.2.2. of this Section, including, where they account for more than 10% of the Contract value, subcontractors, suppliers or entities whose capacities are being relied on within the meaning of the Public Procurement Law.
- 7.3 With reference to Section 15 of the Public Procurement Law and the Contracting Authority's discretion in the application of Section 15 of the Public Procurement Law, participation of any entities from the Russian Federation and/or the Republic of Belarus is prohibited.

---

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

## 8 SELECTION CRITERIA FOR TENDERERS

### 8.1. Exclusion grounds

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

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

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

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

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

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

<p>- person who has decisive influence in the Tenderer on the basis of participation within the meaning of the laws and regulations regarding groups of companies (concern)<sup>4</sup> or its management board or supervisory board member, person with representation rights, procura holder or person who is authorised to represent such person in operations in relation to a branch</p> <p>has been found guilty of any of the following criminal offences by such prosecutor's penal order or a court judgement that has entered into effect and has become incontestable and unappealable, or a coercive measure has been applied thereto:</p> <p>a) establishment, leading of a criminal organisation, involvement in such organisation or in an organised group included within such organisation, or in another criminal formation, or participation in criminal offences committed by such organisation;</p> <p>b) accepting of bribes, giving of bribes, misappropriation of a bribe, intermediation in bribery, unlawful participation in property transactions, unauthorised receipt of benefits, commercial bribery, unlawful requesting, receiving, or giving of benefit, trading with influence;</p> <p>c) fraud, misappropriation, or money laundering;</p> <p>d) terrorism, financing of terrorism, establishment or organisation of a terrorist group, travelling for terrorism purposes, justification of terrorism, invitation to terrorism, terrorism threats, or recruitment or training of a person for the committing of acts of terrorism;</p> <p>e) human trafficking,</p> <p>f) of tax payments or payments equivalent thereto.</p>	<p><u>who is registered or residing in Latvia</u>, the Contracting authority will verify the information itself in publicly available databases.</p> <p>For a</p> <p>- Tenderer or person who is Tenderer's management board or supervisory board member, person with representation rights, procura holder or person who is authorised to represent the Tenderer in operations in relation to a branch;</p> <p>- partnership member, if Tenderer is a partnership, or its management board or supervisory board member, person with representation rights, procura holder or person who is authorised to represent the partnership member in operations in relation to a branch;</p> <p>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000 and its management board or supervisory board member, person with representation rights, procura holder or person who is authorised to represent the subcontractor in operations in relation to a branch;</p> <p>- person on whose capacity Tender is relying to certify its compliance with the requirements or its management board or supervisory board member, person with representation rights, procura holder or person who is authorised to represent such person in operations in relation to a branch;</p> <p>- beneficial owner<sup>5</sup> of the Tenderer or its management board or supervisory board member, person with representation rights, procura holder or person who is authorised to represent the beneficial owner in operations in relation to a branch;</p> <p><u>who is registered or residing outside of Latvia</u>, Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence.</p>
---	--

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

<sup>5</sup> Here and hereafter: **Beneficial owner** - a natural person who is the owner of the customer - legal person - or who controls the customer, or on whose behalf, for whose benefit or in whose interests business relationship is being established or an individual transaction is being executed, and it is at least:

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

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



	<p>For a person who has decisive influence in the Tenderer on the basis of participation within the meaning of the laws and regulations regarding groups of companies (concern) who is registered or residing in Latvia and who is registered or residing outside of Latvia, Tenderer shall submit a statement approved by competent authority indicating persons who has decisive influence.<sup>6</sup> If this/these person/-s is/are registered or residing in Latvia, the Contracting authority will verify the information itself in publicly available databases, if - registered or residing outside of Latvia, Tenderer additionally shall submit an appropriate statement from the competent authority of the country of registration or residence.</p>
<p>8.1.2. It has been detected that on the last day of Proposal submission term or on the day when a decision has been made on possible granting of rights to conclude the Contract:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tender is relying to certify its compliance with the requirements;</li> <li>- beneficial owner of the Tenderer;</li> <li>- person who has decisive influence in the Tenderer on the basis of participation within the meaning of the laws and regulations regarding groups of companies (concern)</li> </ul> <p>have outstanding tax liabilities (including in the field of mandatory State social insurance):</p> <ol style="list-style-type: none"> <li>a) in Latvia in accordance with the law “On Taxes and Fees” or</li> <li>b) in the country of registration or permanent place of residence thereof in accordance with the legal acts of the relevant foreign country.</li> </ol>	<p>For a:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tenderer is relying to certify its compliance with the requirements;</li> <li>- beneficial owner of the Tenderer</li> </ul> <p><u>who is registered or residing in Latvia</u>, the Contracting authority will verify the information itself in publicly available databases.</p>
	<p>For a:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tenderer is relying to certify its compliance with the requirements;</li> <li>- beneficial owner of the Tenderer;</li> </ul> <p><u>who is registered or residing outside of Latvia</u>, the Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence. Additionally, the Tenderer shall indicate the taxpayer registration number assigned by the State Revenue Service of the Republic of Latvia, if such registration number has been assigned to the Tenderer and/or persons mentioned above.</p>
	<p>For a person who has decisive influence in the Tenderer on the basis of participation within the meaning of the laws and regulations regarding groups of companies (concern) who is registered or residing in Latvia and who is registered or residing outside of Latvia, Tenderer shall submit a statement approved by competent authority indicating persons who has decisive influence. If this/these person/-s is/are registered or residing in Latvia, the Contracting</p>

<sup>6</sup> Here and hereinafter: If such documents of the competent authority are not being issued, the Tenderer shall submit certificate that is provided by competent executive authority or a judicial authority, a sworn notary or a competent organization of the relevant industry.

	<p>authority will verify the information itself in publicly available databases, if - registered or residing outside of Latvia, Tenderer additionally shall submit an appropriate statement from the competent authority of the country of registration or residence.</p>
<p>8.1.3. Insolvency proceedings have been announced, the business activities have been suspended, the business is under liquidation for a:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tender is relying to certify its compliance with the requirements.</li> </ul>	<p>For a:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity the Tenderer is relying to certify its compliance with requirements;</li> </ul> <p><u>who is registered or residing in Latvia</u>, the contracting authority will verify the information itself in publicly available databases.</p> <hr/> <p>For a:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity the Tenderer is relying to certify its compliance with requirements;</li> </ul> <p><u>who is registered or residing outside of Latvia</u>, the person shall submit an appropriate statement from the competent authority of the country of registration or residence.</p>
<p>8.1.4. A person preparing the Procurement documents (an official or employee of the Contracting authority), a member of the Procurement commission, an expert, or a secretary of the Procurement commission is connected to the:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tender is relying to certify its compliance with the requirements;</li> <li>- beneficial owner of the Tenderer</li> </ul> <p>within the meaning of Section 25, Paragraph one or two of the Public Procurement Law<sup>7</sup> or is interested in the selection of one specific Tenderer and the Contracting authority has no possibility to prevent this situation by less restrictive measures with respect Tenderer.</p>	<p>No obligation to submit documents, unless specifically requested by the Procurement commission.</p>

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

<p>8.1.5. A:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tender is relying to certify its compliance with the requirements</li> </ul> <p>has advantages restricting the competition within the Procurement if it or a legal person connected thereto has been involved in preparation of the Procurement in accordance with Section 18, Paragraph four of the Public Procurement Law and such advantages cannot be prevented by less restrictive measures, moreover, the Tenderer cannot prove that the participation thereof or of the legal person connected thereto in preparation of the Procurement does not restrict the competition.</p>	<p>No obligation to submit documents, unless specifically requested by the Procurement commission.</p>
<p>8.1.6. Within the previous 3 (three) years before submission of the Proposals a:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tender is relying to certify its compliance with the requirements</li> </ul> <p>by such decision of the competent authority or a court judgement which has entered into effect and has become incontestable and unappealable, has been found guilty of or is liable for the payment of fine in relation to violating the competition law which manifests itself in a horizontal cartel agreement, except for the case where the relevant authority, upon establishing a violation of the competition law, has given immunity from a fine to the specific person mentioned above or has reduced the fine for cooperation under the leniency programme.</p>	<p>For a:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tender is relying to certify its compliance with the requirements</li> </ul> <p><u>who registered or residing in Latvia</u>, the Contracting authority will verify the information itself in publicly available databases.</p>
<p>8.1.7. The Procurement commission has sufficiently strong indications at its disposal to conclude that a:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> </ul>	<p>For a:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tender is relying to certify its compliance with the requirements</li> </ul> <p><u>who is registered or residing outside of Latvia</u>, the Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence or other objective proof of good standing. For example, a link to the database of the competent authority's public database (website) listing all its decisions and validity thereof (if access to any such database/website is free of charge to the Contracting authority).</p>
<p>8.1.7. The Procurement commission has sufficiently strong indications at its disposal to conclude that a:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> </ul>	<p>No obligation to submit documents, unless specifically requested by the Procurement commission.</p>

<ul style="list-style-type: none"> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tender is relying to certify its compliance with the requirements has entered into an agreement with other economic operators with the aim of hindering, restricting, or distorting competition:             <ul style="list-style-type: none"> <li>a) there is an information on the decision of the competent authority in the field of competition by which the person mentioned above is found guilty of a violation of competition law, which manifests itself as a horizontal cartel agreement and 3 (three) years have not passed since the date of entry into force of such decision; or</li> <li>b) the Proposal contains indications regarding possible existence of an agreement aimed at hindering, limiting or distorting competition in Procurement, and the opinion of the Competition Council of the Republic of Latvia has been received.</li> </ul> </li> </ul>	
<p>8.1.8. Within the previous 3 (three) years before the submission of the Proposals a:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tender is relying to certify its compliance with the requirements as a contracting party or member or participant of the contracting party (if the contracting party has been an association of economic operators or a partnership) has failed to execute the procurement contract, framework agreement, partnership procurement contract, or concession contract concluded with the contracting authority, public service provider, public partner, or representative of the public partner and therefore the contracting authority, public service provider, public partner, or representative of the public partner has unilaterally withdrawn from the procurement contract, framework agreement, partnership procurement contract, or concession contract<sup>8</sup>.</li> </ul>	<p>No obligation to submit documents, unless specifically requested by the Procurement commission.</p>

<sup>8</sup> The Procurement commission may not exclude the Tenderer in case if the Procurement commission, when evaluating the information at its disposal, has reasonable doubts about the sufficiency of the evidence or the violations committed by the specific person are minor.

<p>8.1.9. Within the previous 3 (three) years before submission of the Proposals a:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tender is relying to certify its compliance with the requirements</li> </ul> <p>by such a decision of a competent authority, a court judgment or prosecutor's penal order which has entered into effect and has become incontestable and unappealable, has been found guilty of and punished for an infringement which manifests as:</p> <ol style="list-style-type: none"> <li>a) employment of one or several persons if they do not have the necessary work permit or they are not entitled to reside in a European Union Member State; or</li> <li>b) employment of a person without concluding a written employment contract, failing to submit, within the time limit specified in the laws and regulations regarding taxes, an informative declaration regarding such person which is to be submitted on persons who commence employment.</li> </ol>	<p>For a:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tender is relying to certify its compliance with the requirements</li> </ul> <p><u>registered or residing in Latvia</u>, the Contracting authority will verify the information itself in publicly available databases.</p> <hr/> <p>For a:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tender is relying to certify its compliance with the requirements</li> </ul> <p><u>registered or residing outside of Latvia</u>, the Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence.</p>
<p>8.1.10. A:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tender is relying to certify its compliance with the requirements</li> </ul> <p>has made an effort to unlawfully influence the decision of the Contracting authority, the Procurement commission, or member of the Procurement commission in respect of the Procurement or has made an effort to obtain confidential information which would provide it with unjustified advantages within the Procurement or has provided misleading information which could significantly influence the decision on further participation of the Tenderer in the Procurement or awarding of the Contract.</p>	<p>No obligation to submit documents, unless specifically requested by the Procurement commission.</p>
<p>8.1.11. A:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> </ul>	<p>No obligation to submit documents, unless specifically requested by the Procurement commission.</p>

<ul style="list-style-type: none"> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tender is relying to certify its compliance with the requirements has provided false information to certify the conformity with the provisions of the Section 8.1 of the Regulations or qualification requirements for the Tenderers or has failed to submit the requested information.</li> </ul>	
<p>8.1.12. A:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tender is relying to certify its compliance with the requirements;</li> <li>- person who has decisive influence in the Tenderer on the basis of participation within the meaning of the laws and regulations regarding groups of companies (concern)</li> </ul>	<p>For a:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity the Tenderer is relying to certify its compliance with requirements <u>who is registered or residing in Latvia</u>, the contracting authority will verify the information itself in publicly available databases.</li> </ul>
<p>is a legal person or association of persons is registered in an offshore<sup>9</sup>.</p>	<p>For a:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity the Tenderer is relying to certify its compliance with requirements <u>who is registered or residing outside of Latvia</u>, the person shall submit an appropriate statement from the competent authority of the country of registration or residence.</li> </ul>
	<p>For a person who has decisive influence in the Tenderer on the basis of participation within the meaning of the laws and regulations regarding groups of companies (concern) who is registered or residing in Latvia and who is registered or residing outside of Latvia, Tenderer shall submit a statement approved by competent authority indicating persons who has decisive influence. If this/these person/-s is/are registered or residing in Latvia, the Contracting authority will verify the information itself in publicly available databases, if - registered or residing outside of Latvia, Tenderer additionally shall submit an appropriate statement from the competent authority of the country of registration or residence.</p>

<sup>9</sup> Here and hereinafter: **Offshore** - low tax or tax-free country or territory in accordance with Corporate income tax law of the Republic of Latvia except Member States of EEA (European Economic Area) or its territories, Member States of the World Trade Organization Agreement on State Treaties or territories and such countries and territories with which European Union and Republic of Latvia has international agreements for open market in public procurement area.

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

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

No	Requirement	Documents to be submitted
----	-------------	---------------------------

<p>8.2.1. The Tenderer, all members of the partnership (if the Tenderer is a partnership), a person on whose capacity Tenderer relies and a subcontractor must be registered in the Registry of Enterprises or Registry of Inhabitants, or an equivalent register in their country of residence, if the legislation of the respective country requires registration of natural or legal persons.</p>	<ul style="list-style-type: none"> <li>- For a Tenderer, a member of a partnership, a person on whose capacity Tenderer relies, a subcontractor, which is a legal person registered in Latvia, the Contracting authority will verify the information itself in publicly available databases.</li> <li>- For a Tenderer, a member of the partnership, a person on whose capacity Tenderer relies who is a natural person – a copy of an identification card or passport.</li> <li>- For a Tenderer, a member of a partnership, a person on whose capacity Tenderer relies, a subcontractor, which is a legal person registered abroad (with its permanent place of residence abroad) – a copy of a valid registration certificate or a similar document issued by a foreign authority in charge of the registration of legal persons in the country of their residence where from at least the fact of registration, shareholders, officials and procura holders (if any) can be determined.</li> <li>- If the Proposal is submitted by a partnership, the Proposal shall include an agreement (or a letter of intent to enter into agreement) signed by all members of the partnership on the participation in the Procurement which lists responsibilities of each and every partnership member, a joint commitment to fulfil the Contract and which authorizes one key member to sign the Proposal and other documents, to receive and issue orders on behalf of the partnership members, and with whom all payments shall be made. Additionally, in this document Tenderer shall indicate the member of the partnership on whose capacity it relies to certify its financial and economic performance and who will be financially and economically responsible for the fulfilment of the Contract.</li> <li>- If the Proposal or any other document, including any agreement, is not signed by the legal representative of the Tenderer, members of the partnership or person on whose capacity the Tenderer relies, a document certifying the rights of the persons who have signed the Proposal or any other document to represent the Tenderer, a member of the partnership or a person on whose capacity the Tenderer is relying (powers of attorney, authorization agreements etc.) must be included.</li> </ul>
<p>8.2.2. The representative of the Tenderer, a member of a partnership, a person on whose capacity Tenderer relies, a subcontractor who has signed documents contained in the Proposal, has the right of signature, i.e., it is an official having the right of signature or a person authorized by the Tenderer or a member of a partnership, or a person on whose capacity Tenderer relies, or a subcontractor respectively.</p>	<ul style="list-style-type: none"> <li>- For a Tenderer, a member of a partnership, a person on whose capacity Tenderer relies, a subcontractor, which is a legal person registered in Latvia, the Contracting authority will verify the information itself in publicly available databases.</li> <li>- For a Tenderer, a member of a partnership, a person on whose capacity Tenderer relies and a subcontractor which is a legal person registered outside of Latvia, the Tenderer shall submit a document confirming the right of signature (representation) of the representative of the Tenderer, a member of a partnership, a person on</li> </ul>



	<p>whose capacity Tenderer relies or a subcontractor, who signs documents contained in the Proposal.</p> <ul style="list-style-type: none"> <li>- If the Tenderer, a member of a partnership, a person on whose capacity Tenderer relies or a subcontractor submits a power of attorney (original or a copy certified by the Tenderer) additionally there shall be submitted documents confirming that the issuer of the power of attorney has the right of signature (representation) of the Tenderer.</li> </ul>
<p>8.2.3. The Tenderer, all members of the partnership (if the Tenderer is a partnership), persons on whose capacity a Tenderer relies and subcontractors are<sup>10</sup>:</p> <ol style="list-style-type: none"> <li>1) a legal person –             <ol style="list-style-type: none"> <li>a) registered in a Member State to the North Atlantic Treaty Organization (hereinafter - NATO), European Union or European Economic Area;</li> <li>b) whose beneficial owner<sup>11</sup> is a citizen of the NATO, European Union or European Economic Area or non-citizen of the Republic of Latvia; and</li> <li>c) whose manufacturer of the software or equipment used for the provision of the Services is a legal person registered in a Member State of NATO, the European Union or the European Economic Area, or a natural person who is a national of the Republic of Latvia, a citizen of NATO, the European Union or the European Economic Area</li> </ol> <p>or</p> <li>2) a natural person who is a national of the Republic of Latvia, a citizen of the Member State to the NATO, European Union or European Economic Area.</li> </li></ol>	<ul style="list-style-type: none"> <li>- No obligation to submit documents, unless specifically requested by the Procurement commission.</li> <li>- The Procurement commission is obligated to apply requirements stipulated in Paragraph 36.<sup>1</sup> of Cabinet Regulation No 442 “Procedures for the Ensuring Conformity of Information and Communication Technologies Systems to Minimum Security Requirements” dated 28.07.2015 and not conclude agreement with Tenderer, if statement from Latvian State Security Service with prohibition to conclude the contract has been received.</li> </ul>

### 8.3. Economic and financial standing

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

<sup>10</sup> Please see the Paragraph 36.<sup>1</sup> of Cabinet Regulation No 442 “Procedures for the Ensuring Conformity of Information and Communication Technologies Systems to Minimum Security Requirements” dated 28.07.2015 (available here: <https://likumi.lv/ta/id/275671-kartiba-kada-tiek-nodrosinata-informacijas-un-komunikacijas-tehnologiju-sistemu-atbilstiba-minimalajam-drosibas-prasibam>).

<sup>11</sup> **Beneficial owner:** a natural person who is the owner of the customer - legal person - or who controls the customer, or on whose behalf, for whose benefit or in whose interests business relationship is being established or an individual transaction is being executed, and it is at least:  
**a)** regarding legal persons - a natural person who owns, in the form of direct or indirect shareholding, more than 25 per cent of the capital shares or voting stock of the legal person or who directly or indirectly controls it;

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

<p>partnership and confirms the average financial turnover jointly), average annual financial turnover within last 3 (three) financial years (2020, 2021, 2022) is not less than EUR 221 522.00 (two hundred twenty one thousand five hundred twenty two euro).</p> <p>In the event the average annual financial turnover of a limited partner of a limited partnership (within the meaning of the Commercial Law of the Republic of Latvia, Division X) exceeds its investment in the limited partnership, the average annual financial turnover shall be recognized in the amount of the investment in the limited partnership.</p> <p>In the event the Tenderer or a member of a partnership (if the Tenderer is a partnership) has operated in the market for less than 3 (three) financial years, the requirement shall be met during the Tenderer's actual operation period.</p> <p><u>If the previous 3 (three) reporting years of the Tenderer differ from the years specified in the Section 8.3.1 of the Regulations (2020, 2021, 2022), the financial turnover must be indicated for the Tenderer's previous 3 (three) reporting years.</u></p>	<ul style="list-style-type: none"> <li>- Audited or self-approved (if the annual financial statement is not required by the law of the country of residence of the Tenderer) annual financial statements for financial years 2020, 2021, 2022 or other document showing the turnover of the Tenderer or each member of the partnership on whose capacity Tenderer is relying to certify its financial and economic performance and who will be financially responsible for the fulfilment of the Contract (if the Tenderer is a partnership), or other entity on whose capacity Tenderer is relying to certify its financial and economic performance and who will be financially responsible for the fulfilment of the Contract. For a Tenderer, a member of the partnership, a person on whose capacity Tenderer relies which is a legal person registered in Latvia, the Contracting authority will verify the information itself in publicly available databases.</li> <li>- For a limited partnership (within the meaning of the Commercial Law of the Republic of Latvia, Division X) - an additional document evidencing the amount of the investment by the limited partner (the partnership agreement or a document with a similarly binding legal effect).</li> <li>- If the Proposal is submitted by a partnership, the Tenderer shall indicate the member of the partnership on whose capacity Tenderer is relying to certify its financial and economic performance and who will be financially and economically responsible for fulfilment of the Contract including this information in the agreement of cooperation (or letter of intent to enter into agreement) stipulated in Section 8.2.1 of the Regulations.</li> <li>- If the Tenderer is relying on any other entity's capacity to certify its financial and economic performance and this entity will be financially and economically responsible for the fulfilment of the Contract, the Tenderer along with the Proposal submits confirmation or agreement on cooperation and/or passing of resources to the Tenderer, signed between such entity and the Tenderer (please see the Section 9 of the Regulations for detailed information).</li> </ul>
<p><b>8.3.2.</b> The Tenderer or each member of the partnership (if the Tenderer is a partnership) on whose financial and economic capabilities the partnership is relying and who shall be financially and economically responsible for fulfilment of the Contract shall have stable financial and economic performance, namely, in the last audited financial year (if auditing the financial report is required by the law applicable to the Tenderer or partnership member) preceding the year of the Procurement Tenderer shall have positive equity (Total Assets minus Total Liabilities).</p>	<ul style="list-style-type: none"> <li>- Filled and signed Annex No 4 "Confirmation of Tenderer's financial standing" of the Regulations.</li> <li>- Audited or self-approved (if the annual financial statement is not required by the law of the country of residence of the Tenderer) annual financial statements for financial years 2020, 2021, 2022 or other document showing the balance and calculations that proves the positive equity of the Tenderer or each member of the partnership on whose capacity Tenderer is relying to certify its financial and economic performance and who will be financially responsible for the fulfilment of the Contract (if the Tenderer is a partnership), or other entity on whose capacity Tenderer is relying to certify its financial and economic performance and who will be financially responsible for the fulfilment of the Contract. For a Tenderer, a member of the partnership, a person</li> </ul>

	<p>on whose capacity Tenderer relies which is a legal person registered in Latvia, the Contracting authority will verify the information itself in publicly available databases.</p> <ul style="list-style-type: none"> <li>- If the Proposal is submitted by a partnership, the Tenderer shall indicate the member of the partnership on whose capacity Tenderer is relying to certify its financial and economic performance and who will be financially and economically responsible for fulfilment of the Contract including this information in the agreement of cooperation (or letter of intent to enter into agreement) stipulated in Section 8.2.1 of the Regulations.</li> <li>- If the Tenderer is relying on any other entity’s capacity to certify its financial and economic performance and this entity will be financially and economically responsible for the fulfilment of the Contract, the Tenderer along with the Proposal submits confirmation or agreement on cooperation and/or passing of resources to the Tenderer, signed between such entity and the Tenderer (please see the Section 9 of the Regulations for detailed information).</li> </ul>
--	---

#### 8.4. Technical and professional ability

No	Requirement	Documents to be submitted
8.4.1.	<p>Within the last 5 (five) years (2019, 2020, 2021, 2022, 2023 and until the date of submission of the Proposal), the Tenderer has gained experience as the main contractor in the execution of at least 1 (one) contract for Neural Machine Translation (NMT) solution implementation* and maintenance for Latvian, Estonian and Lithuanian languages, with the NMT maintenance period not less than 1 (one) year.</p> <p>The Tenderer can certify compliance with the above-mentioned requirement with several contracts for NMT implementation and maintenance for every language (Latvian, Estonian, Lithuanian) separately or in any other combination.</p> <p>If the Tenderer is established at the later date, the amount of experience will be required for a shorter period.</p> <p><i>*Implementation means a set of procedures performed for example, but not limited to solution delivery, configuration and support.</i></p>	<p>Filled and signed Table 1 of the Annex No 3 “Description of the Tenderer’s experience”, where the Tenderer’s experience is clearly specified.</p> <p>The Tenderer must submit at least a 1 (one) positive reference from the contracting authority regarding performed services.</p>

<b>8.4.2.</b>	<p>Within the last 5 (five) years (2019, 2020, 2021, 2022, 2023 and until the date of submission of the Proposal), the Tenderer has gained experience in providing post-editing services* after NMT process of a least 1 (one contract) with the period not less than 1 (one) year.</p> <p><i>*The post-editing service means "full post-editing" – the text is revised and corrected in order to be of an equivalent quality to a human translation, not only reflecting the main idea of the original text, but also delving into the specifics of industry terminology and the use of linguistic means.</i></p>	<p>Filled and signed Table 2 of the Annex No 3 "Description of the Tenderer's experience", where the Tenderer's experience is clearly specified.</p> <p>The Tenderer must submit at least a 1 (one) positive reference from the contracting authority regarding performed services.</p>
	<p>The requirement may be fulfilled within the framework of one contract, in connection with the Tenderer's experience gained in accordance with the experience specified in Section No 8.4.1. of the Regulations, or within the framework of a separate contract.</p>	
	<p>The Tenderer is established at the later date, the amount of experience will be required for a shorter period.</p>	
<b>8.4.3.</b>	<p>Within the last 5 (five) years (2019, 2020, 2021, 2022, 2023 and until the date of submission of the Proposal), the Tenderer has gained experience in providing formatting services after NMT process of at least 1 (one) contract.</p> <p><i>*The requirement may be fulfilled within the framework of one contract, in connection with the Tenderer's experience gained in accordance with the experience specified in Section No 8.4.1. of the Regulations, or within the framework of a separate contract.</i></p>	<p>Filled and signed Table 3 of the Annex No 3 "Description of the Tenderer's experience", where the Tenderer's experience is clearly specified.</p> <p>The Tenderer must submit at least a 1 (one) positive reference from the contracting authority regarding performed services.</p>
	<p>The Tenderer is established at the later date, the amount of experience will be required for a shorter period.</p>	
<b>8.4.4.</b>	<p>The Tenderer for provision of the service shall attract at least 2 (two) text editor(s)* for each language pair (LV-ENG; LT-ENG and EE-ENG and vice versa):</p> <p>1) for whom/the language to be edited (target language) is their mother tongue</p>	<p>The Tenderer must submit:</p> <ol style="list-style-type: none"> <li>1) a copy of the document certifying the education of the attracted text editor(s);</li> <li>2) the CV of the attracted text editor according to the form specified in Annex 8 "Curriculum Vitae (CV) form of attracted specialist" of the Regulations.</li> </ol>

and have at least bachelor's degree or second-level higher professional education in philology (translation or linguistics) or communications; *or*

2) for whom the language to be edited (target language) is not their mother tongue, but for whom/have at least a bachelor's degree (or second-level higher professional education) in translation into the relevant foreign language or philology (translation or linguistics) of the relevant foreign language.

*\*The Tenderer can propose several, i.e., more than two specialists (editors), for the fulfillment of the requirements for one position, but during the execution of the contract (in case the right to conclude the contract will be granted), involve one of the offered specialists at Tenderers choice. In such a case, the qualifications of all specialists must meet the requirements specified in the Section 8.4.4. of the Regulations.*

*\*\* Each proposed specialist (editor) can be proposed for one or more language pair editing services. In such a case, the qualifications of all specialists must meet the requirements specified in the Section 8.4.4. of the Regulations.*

**8.4.5.**

Within the last 5 (five) years (2019, 2020, 2021, 2022, 2023 and until the date of submission of the Proposal), the Tenderer has gained experience in at least 1 (one) contract with a scope of processing personal data and critical business data in a server located within EU/EEA.

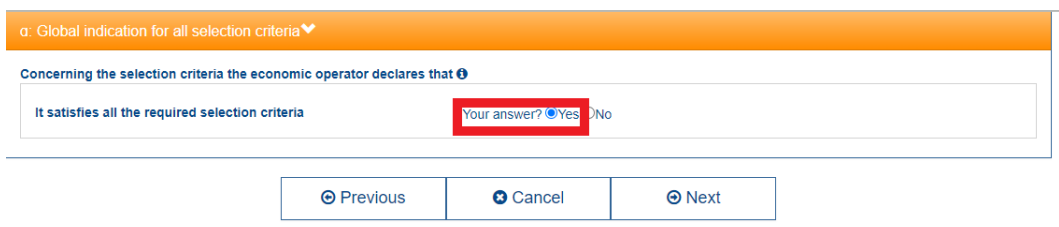
The requirement may be fulfilled within the framework of one contract, in connection with the Tenderer's experience gained in accordance with the experience specified in Section No 8.4.1. of the Regulations, or within the framework of a separate contract.

The Tenderer is established at the later date, the amount of experience will be required for a shorter period.

Filled and signed Annex No 9 "Experience of Tenderer of processing personal data and critical business data" of the Regulations.

- 8.5. Information, provided in the Proposal to prove the compliance with above-mentioned requirements for Economic and financial standing (Section 8.3 of the Regulations) shall be clear and understandable without any additional analysis or external proof of the submitted information. The Procurement commission shall not be obliged to use additional sources of information to make a decision regarding Tenderer's compliance with the qualification requirements. The Tenderer shall remain fully responsible for the provision of sufficiently detailed information in the Proposal required to confirm clearly the compliance with qualification requirements set in the Regulations.
- 8.6. Statements and other documents issued by Latvian competent authorities in the cases referred in Public Procurement Law shall be accepted and recognized by the Procurement commission if they have been issued not earlier than 1 (one) month prior to the day of submission, but the statements and other documents issued by foreign competent authorities shall be accepted and recognized by the Procurement commission if they have been issued not earlier than 6 (six) months prior to the day of submission, unless the issuer of the statement or the document has specified a shorter term of validity thereof.
- 8.7. If the documents with which a Tenderer registered or permanently residing abroad can certify its compliance with the requirements of Section 8.1 of the Regulations are not issued or these documents are insufficient, such documents can be replaced with an oath or, if the regulatory enactments of the country in question do not allow for an oath, - with a certification by the Tenderer or by another person mentioned in Section 8.1 of the Regulations before a competent executive governmental or judicial institution, a sworn notary or a competent organization of a corresponding industry in their country of registration (permanent residence). Regarding all documents submitted based on an oath given under law (e.g., sworn-statements, declarations on oath etc.), the Tenderer must provide (indicate) legal grounds to law or enactment in accordance with such statements or declarations on oath have been given.
- 8.8. Exclusion grounds mentioned in the Section 8.1 of the Regulations applies to the Tenderer and any of the following persons:
- 8.8.1. a member of a partnership, if the Tenderer is a partnership, to the person on whose capacity Tenderer is relying to certify its compliance with requirements and to subcontractor whose value of works to performed or services to be provided is equal to or exceeds 10`000 (ten thousand) euros of the contract price – exclusion grounds mentioned in the Section 8.1.1 – 8.1.13 of Regulations;
  - 8.8.2. a member of a partnership, if the Tenderer is a partnership – exclusion grounds mentioned in the Section 8.1.14 of Regulations;
  - 8.8.3. person who has decisive influence in the Tenderer on the basis of participation within the meaning of the laws and regulations regarding groups of companies (concern) – exclusion grounds mentioned in the Section 8.1.1 – 8.1.2 and 8.1.12 – 8.1.13 of the Regulations;
  - 8.8.4. Tenderer`s beneficial owner – exclusion grounds mentioned in the Section 8.1.1 – 8.1.2 and 8.1.4 of the Regulations.
- 8.9. If the Tenderer, a member of the partnership, if the Tenderer is a partnership, Tenderer's beneficial owner or person who has decisive influence in the Tenderer on the basis of participation within the meaning of the laws and regulations regarding groups of companies (concern) complies with any of the exclusion grounds set out in Section 42, Paragraph two, Clause 1, 4 – 7 and 10 – 14 of the Public Procurement Law (Section 8.1.1, 8.1.3 – 8.1.11 of the Regulations) and the exceptions stipulated in the Section 42, Paragraph four, Clause 2 - 4 of the Public Procurement Law are not applicable, the Procurement commission informs the Tenderer about the fact and sets deadline of at least 10 (ten) days from the day of issuing or receiving information, to submit an explanation and evidence that proves the reliability of the Tenderer in accordance with Section 43 of the Public Procurement Law.
- 8.10. The Procurement commission evaluates exclusion grounds in accordance with Section 42 of Public Procurement Law and Law of International Sanctions and National Sanctions of the Republic of Latvia. If any of the requirements related to the exclusion grounds (Section 8.1. of the Regulations) differ from the requirements specified in the Public Procurement Law and Section 11.<sup>1</sup> of the Law On International Sanctions and National Sanctions of the Republic of Latvia, the requirements of regulatory enactments shall prevail and the Procurement commission shall act in accordance with requirements specified in the relevant regulatory enactments.
- 8.11. The Procurement commission does not exclude the Tenderer from participation in the Procurement in any of the cases indicated in the Paragraph four of Section 42 of Public Procurement Law.

- 8.12. If the Tenderer complies with any of the exclusion grounds mentioned in Section 8.1 of the Regulations (except Section 8.1.2 of the Regulations), the Tenderer indicates this fact in the Annex No 1 "Application for participating in the Open competition" of the Regulations. If the Tenderer to whom the Contract should be awarded will comply with any of exclusion grounds mentioned in this Section, the Procurement commission will follow the procedures specified in the Section 43, Paragraph one – seven of the Public Procurement Law.
- 8.13. The Tenderer to certify that it complies with the selection criteria for Tenderers may submit the European single procurement document (hereinafter – ESPD) as initial proof. This document must be submitted electronically and for each person upon whose capacity Tenderer relies to certify its compliance with the requirements stipulated in the Regulations and for each of their indicated subcontractors the value of services to be provided by which amounts to at least EUR 10 000 (ten thousand euros), but if the Tenderer is a partnership – for each member thereof. To fill in the ESPD the Tenderer uses the "ESPD.xml" file at the Internet webpage <http://espd.eis.gov.lv/>.
- 8.14. To certify compliance with Procurement selection criteria, the Tenderer can limit itself to filling the following point in the ESPD Section IV "**Selection criteria**" Part "a: *Global indication for all selection criteria*" confirming with "Yes", without having to fill in Part IV, Sections A, B, C or D.



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

## 9 RELIANCE ON THE CAPACITY OF OTHER PERSONS

- 9.1. For the fulfilment of the Contract, to comply with the selection requirements for the Tenderers related to the economic and financial standing and technical and professional capacity, the Tenderer may rely on the capacity of other persons, regardless of the legal nature of their mutual relationship. In this case:
- 9.1.1. The Tenderer shall indicate in the Proposal all persons on whose capacity it relies by filling in the table which is attached as an Annex No 5 "A list of other entities on whose capacity Tenderer relies" of the Regulations and prove to the Contracting authority that the Tenderer will have available all the necessary resources for the fulfilment of the Contract by submitting a signed confirmation or agreement on cooperation and/or passing of resources to the Tenderer between such persons and the Tenderer. The confirmations and agreements on cooperation and passing of resources can be replaced with any other type of documents by which the Tenderer is able to prove that necessary resources will be available to the Tenderer and will be used during the fulfilment of the Contract.
- 9.1.2. Documents on cooperation and passing of resources must be sufficient to prove to the Contracting authority that the Tenderer will have the ability to fulfil Contract, as well as that during the validity of the Contract Tenderer will in fact use the resources of such person upon whose capacity it relies.
- 9.1.3. The Contracting authority shall require joint and several liability for the execution of the Contract between the:
- 9.1.4. Tenderer and a person on whose capacity Tenderer is relying to certify its financial and economic performance and who will be financially and economically responsible for fulfilment of the Contract;

- 9.1.5. each member of the partnership (if the Tenderer is a partnership) on whose capacity Tenderer is relying and who will be financially and economically responsible for fulfilment of the Contract.
- 9.2. The Tenderer may rely on the capacity of other persons only if these persons will provide services that require the relevant capacity.
- 9.3. If Tenderer is a partnership, the member of the partnership upon whose qualification the partnership relies to confirm that its qualification conforms to the requirements stipulated in the Regulations must provide the respective services for which the respective qualification was required.
- 9.4. The Procurement commission will evaluate the person on whose capacity Tenderer to whom the rights to conclude the Contract should be assigned is relying according to Section 8.1 of the Regulations. In case such person will comply with any of the exclusion grounds which are mentioned in Section 8.1 of the Regulations, the Procurement commission will request Tenderer to change such person. If the Tenderer will not submit documents about another person which complies with the selection criteria within 10 (ten) business days from the date when the request was issued or sent to the Tender, the Procurement commission will exclude such Tenderer from further participation in the Procurement.

## 10 SUBCONTRACTING

- 10.1. The Tenderer shall indicate in the Proposal all subcontractors of the Tenderer by filling in the table which is included in the Annex No 6 "A list of subcontractors for the Open competition" of the Regulations.
- 10.2. The Procurement commission will evaluate the subcontractor (the value of services to be provided by which amounts to at least EUR 10 000 (ten thousand euros)) of the Tenderer to whom the rights to conclude the Contract should be assigned according to Sections 8.1 of the Regulations. In case if subcontractor the value of services to be provided by which amounts to at least EUR 10 000 (ten thousand euros) will comply with any of the exclusion grounds mentioned in Section 8.1 of the Regulations, the Procurement commission will request Tenderer to change such subcontractor. If the Tenderer will not submit documents about another subcontractor which complies with the selection criteria within 10 (ten) business days from the date when the request was issued or sent to the Tender, the Procurement commission will exclude the Tenderer from further participation in the Procurement.

## 11 FINANCIAL PROPOSAL

- 11.1. The Financial proposal shall be submitted by filling in the form in the Annex No 7 "Financial proposal" of the Regulations.
- 11.2. **The costs shall be indicated in euro without VAT.**
- 11.3. The proposed contract price shall include Neural Machine Translation solution implementation, support, maintenance, training, post-editing and formatting services, all taxes, fees and payments, and all costs related to the fulfilment of the specific services, that can be reasonably estimated, except VAT. The Tenderer must specify all payments included in total contract price, which will be considered if the contract is extended for the next period in accordance with Clause 6.7. of the Regulation.
- 11.4. **All costs related expenses that are not specifically listed, but which are necessary for the overall performance of the Contract must be included in Financial proposal.**
- 11.5. The costs offered in the Financial proposal cannot be increased or recalculated during the performance of the Contract.
- 11.6. The costs must be calculated and indicated with an accuracy of 2 (two) decimal places after comma. If more than 2 (two) decimal places after comma will be indicated, then only the first two decimal places will be considered.
- 11.7. If the Tenderer's Financial proposal will not comply with all the requirements of Section 11 of the Regulations, it will be considered as non-compliant and will not be evaluated further.
- 11.8. Financial proposal consists of: **a) Fixed payment** for the implementation of the Machine Translation solution, **b) Fixed payment** for monthly maintenance of the Machine Translation solution and **c) Additional service payments** (which will be payable only with respect to the actually ordered, provided and accepted additional services). Services in the Table No 2 of "Financial proposal" shall be delivered only on demand



according to separate order expressed by contracting Authority after of implementation a Machine Translation solution, if Contracting Authority will demand for these services. More detailed information provided in Draft Contract (Annex No 10).

## 12 TECHNICAL PROPOSAL

- 12.1. Tenderers shall submit a technical proposal in accordance with this Section considering requirements of Annex No 2 "Technical specification/ Technical proposal form". Technical proposal must contain the following:
- 12.1.1. Filled table of Annex No 2 "Technical specification/Technical proposal form".
  - 12.1.2. **The Tenderer provides a testing environment of Neural Machine Translation system for the Procurement Commission to execute test translation task for free and evaluate it in accordance with relevant evaluation criteria.** The Tenderer should give instruction in technical proposal concerning link and login to Neural Machine Translation system, or other information that will make able to execute system testing.

## 13. CONTENTS AND FORM OF THE PROPOSAL

- 13.1 The Proposal must be submitted electronically on E-Tenders system of the Electronic Procurement System in accordance with the following options for the Tenderer:
- 13.1.1 by using the available tools of the E-Tender system, filling the attached forms of the E-Tender system for the Procurement;
  - 13.1.2 by preparing and filling the necessary electronic documents outside the E-Tenders system and attaching them to relevant requirements (in this situation the Tenderer takes responsibility for the correctness and compliance of the forms to requirements of documentation and form samples);
  - 13.1.3 by encrypting electronically prepared Proposal outside of the E-Tenders system with data protection tools provided by third parties, and protection with electronic key and password (in this situation, the Tenderer takes responsibility for the correctness and compliance of the forms to requirements of documentation and form samples as well as ensuring capability to open and read the document by the Contracting authority).
- 13.2 During preparation of the Proposal, the Tenderer shall respect the following requirements:
- 13.2.1 Each document mentioned in Section 13.3 of the Regulations must be filled separately, each in a separate electronic document in line with forms attached to Procurement in a Microsoft Office 2010 (or later) format and attached to the designated part of the Procurement (<https://www.eis.gov.lv/EKES/Supplier/Procurement/113511>) on E-Tenders system;
  - 13.2.2 Upon submission, the Tenderer signs the Proposal with secure electronic signature and time-stamp or with electronic signature provided by Electronic Procurement System. The Tenderer can use secure electronic signature and time-stamp and sign Application form, Technical proposal, Financial proposal and other documents separately.
- 13.3 Documents to be included in the Proposal:
- 13.3.1 Application for participating in the Open competition in accordance with Annex No 1 "Application" of the Regulations;
  - 13.3.2 Technical proposal prepared in accordance with the Section 12 and the Annex No 2 "Technical Specification/ Technical proposal form" of the Regulations;
  - 13.3.3 Financial proposal in accordance with Section 11 and the Annex 7 "Financial Proposal" of the Regulations;
  - 13.3.4 Information and documents confirming compliance of the Tenderer with the selection criteria for the Tenderers (set in Section 8 of the Regulations) or the corresponding ESPD;
  - 13.3.5 Information and documents relating to other entities on whose capacity Tenderer is relying (please see the Section 9 of the Regulations; form enclosed as Annex No 5 "Other entities on whose capacity Tenderer relies" of the Regulations) or the corresponding ESPD;

- 13.3.6 Information and documents relating to subcontractors (please see the Section 10 "Draft Contract" of the Regulations; form enclosed as Annex No 6 "Subcontractors" of the Regulations) or the corresponding ESPD.
- 13.4 The Proposal may contain original documents or their derivatives (e.g., copies). In the Proposal or in reply to a request of the Procurement commission Tenderer shall submit only such original documents which have legal force. In order for the document to gain legal force it has to be issued and formatted in accordance with the Latvian Law on Legal Force of Documents of the Republic of Latvia (<https://likumi.lv/ta/en/id/210205-law-on-legal-force-of-documents>), but public documents issued abroad shall be formatted and legalized in accordance with the requirements of the Document Legalization Law of the Republic of Latvia (<https://likumi.lv/ta/id/301436-dokumentu-izstradasanas-un-noformesanas-kartiba>). Public documents issued abroad can be self-approved by the Tenderer, if it is applicable by the legislation of the respective country. When submitting the Proposal, the Tenderer has the right to certify the correctness of all submitted documents' derivatives and translations with one certification.
- 13.5 The Proposal must be signed by a person who is legally representing the Tenderer or is authorized to represent the Tenderer in the Procurement.
- 13.6 The Tenderer shall prepare Proposal in electronic form using the E-Tenders system available on <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/113511>.
- 13.7 The Proposal must be submitted in a written form in English or in Latvian (if submitted in Latvian, translation of the Proposal in English must be provided together with the Proposal).

## 14 ENCRYPTION OF THE PROPOSAL INFORMATION

- 14.1. E-Tenders system which is a subsystem of the Electronic Procurement System ensures first level encryption of the information provided in the Proposal documents.
- 14.2. If the Tenderer applied additional encryption to the information in the Proposal (according to the Section 13.1.3 of the Regulations), the 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 opening.

## 15. SUBMISSION OF A PROPOSAL

- 15.1. The Proposal (documents referred to in the Section 13.3 of the Regulations) shall be submitted electronically using the E-Tenders system available on <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/113511> by:
- 14 February 2024 till 11:00 (Riga time).**
- 15.2. The Tenderer may recall or amend submitted Proposal before the expiry of the deadline for the submission of Proposals by using the E-Tenders system.
- 15.3. Only Proposals submitted on the E-Tenders system will be accepted and evaluated for participation in the Procurement. Any Proposal submitted outside the E-Tenders system will be declared as submitted in a non-compliant manner and will not participate in the Procurement.

## 16. OPENING OF PROPOSALS

- 16.1. The Proposals will be opened on the E-Tenders system on **14 February 2024 starting at 15:00** (Riga time) during the opening session. It is possible to follow the opening of submitted Proposals online on the E-Tenders system.
- 16.2. The Proposals will be opened by using the tools offered by the E-Tenders system. The proposed contract prices and other information that characterizes the Proposal (excluding confidential information) will be published on the E-Tenders system.
- 16.3. The information regarding the Tenderer, the time of Proposal submission, the proposed price for implementation of the Machine Translation solution and other information that characterizes the Proposal is generated at the opening of the Proposals by the E-Tenders system and written down in the Proposal opening sheet which will be published on the E-Tenders system and Contracting authority's webpage.

## 17. VERIFICATION OF PROPOSALS FOR COMPLIANCE

- 17.1. Following the opening of the Proposals the Procurement commission verifies the compliance of Proposals received. The Procurement commission evaluates the Proposals in closed sessions. 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. The Procurement commission verifies whether the Tenderers comply with the selection criteria stipulated in Section 8.2. – 8.4 of the Regulations and selects compliant Tenderers for further evaluation.
- VERIFICATION OF TECHNICAL PROPOSAL**
- 18.1. The Procurement commission verifies whether the submitted Technical proposals comply with the requirements stipulated in Section 12 of the Regulations and Technical specification and Tenderers have filled in the relevant part of Annex No 2 “Technical specification / Technical proposal form” in accordance with the requirements. The Procurement commission selects for further evaluation the compliant Technical proposals.

## 19. VERIFICATION OF FINANCIAL PROPOSALS

- 19.1 The Procurement commission verifies whether the submitted Financial proposals comply with the requirements stipulated in Section 11 of the Regulations and Tenderers have filled in Annex No 7 “Financial proposal” in accordance with the requirements.
- 19.2 The Procurement commission verifies whether there are any arithmetical errors, whether an abnormally low Proposal (including proposed Prices for position(s)) has been received, as well as assesses and compares the proposed prices of the Financial proposal.
- 19.3 The Procurement commission informs the Tenderer whose arithmetical errors have been corrected about the correction of arithmetical errors and the corrected Financial proposal.
- 19.4 When evaluating the financial proposal, the Procurement commission takes corrections into account.
- 19.5 The Procurement commission has the right to demand that the Tenderer explains the calculation upon which the financial proposal is based and other related aspects in order to ascertain the objectivity of the financial proposal and whether an abnormally low Proposal has been submitted.
- 19.6 The Procurement commission further evaluates the compliant Proposals which have not been declared as abnormally low proposals.

## 20 CONTRACT AWARD CRITERIA

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

No	Evaluation criteria	Maximum score
1.	<b>Quality of the translation</b> , which will be evaluated in accordance with Section 20.3.	<b>40</b>
2.	<b>Financial proposal</b> , which will be evaluated in accordance with Section 20.4.	<b>35</b>
2.1.	<b>Financial offer for the implementation of a machine translation solution, and initial online training of the Machine Translation solution</b> , which will be evaluated in accordance with Section 20.4.1.	<i>15</i>
2.2.	<b>Financial offer of monthly fee for the maintenance of a machine translation</b> , which will be evaluated in accordance with Section 20.4.2.	<i>10</i>

2.3.	<b>Financial offer for post-editing services</b> (proposed price in total summing all language pairs in accordance with the Section No 1.7. of the Table No 2 of Financial proposal), which will be evaluated in accordance with Section 20.4.3.	6
2.4.	<b>Financial offer for formatting services</b> , which will be evaluated in accordance with Section 20.4.4.	2
2.5.	<b>Financial offer for an hourly rate for change management</b> , which will be evaluated in accordance with Section 20.4.5.	2
3.	<b>Security audit</b> , which will be evaluated in accordance with Section 20.5.	7
4.	<b>Speed of translation</b> , which will be evaluated in accordance with Section 20.6.	8
5.	<b>Online self-service interface</b> , which will be evaluated in accordance with Section 20.7.	4
5.1.	<b>Online self-service interface for post-editing services</b> , which will be evaluated in accordance with Section 20.7.1.	2
5.2.	<b>Online self-service interface for formatting services</b> , which will be evaluated in accordance with Section 20.7.2.	2
5.	<b>Additional video tutorial(s) (free of charge)</b> , which will be evaluated in accordance with Section 20.8.	2
6.	<b>All Baltic language (LV; LT; EE) availability as additional of the interface language for Service</b> , which will be evaluated in accordance with Section 20.9.	3
7.	<b>Option to dynamically choose and adjust the glossary used for document translation/processing</b> , which will be evaluated in accordance with Section 20.10.	1
<b>Total:</b>		<b>100</b>

### 20.3. Evaluation of the quality of the translation

20.3.1. Tasks (short text translation in each of the 6 language directions) will be executed in the testing environment provided by the Tenderer and will be sent to 3 independent translation agencies or involved expert(s) by Contracting Authority, who shall evaluate the quality of the translated text according to these standards and check the number of mistakes<sup>12</sup>.

20.3.2. The Procurement commission shall evaluate the average number of mistakes by summing up all detected mistakes in the particular Tenderer translations and divide the sum with the number of experts. The Procurement commission shall award the maximum available scores for the quality of translation to the translation with the minimum number of mistakes. Other translations shall receive scores for quality in accordance with the following formula:

$$scores = \frac{\text{minimum number of mistakes}}{\text{evaluated number of mistakes}} \times 40$$

<sup>12</sup> Mistakes means any kind of grammar or spelling error, or incorrect word choice given the original word's meaning.

## 20.4. Evaluation of the Financial proposal

20.4.1. Financial proposals shall receive scores in accordance with the following formula:

$$\text{scores} = \frac{\text{lowest proposed price from the compliant proposals}}{\text{Tenderer's proposed price}} \times 15$$

20.4.2. Financial proposals shall receive scores in accordance with the following formula:

$$\text{scores} = \frac{\text{lowest proposed price from the compliant proposals}}{\text{Tenderer's proposed price}} \times 10$$

20.4.3. Financial proposals shall receive scores in accordance with the following formula:

$$\text{scores} = \frac{\text{lowest proposed price from the compliant proposals}}{\text{Tenderer's proposed price}} \times 6$$

20.4.4. Financial proposals shall receive scores in accordance with the following formula:

$$\text{scores} = \frac{\text{lowest proposed price from the compliant proposals}}{\text{Tenderer's proposed price}} \times 2$$

20.4.5. Financial proposals shall receive scores in accordance with the following formula:

$$\text{scores} = \frac{\text{lowest proposed price from the compliant proposals}}{\text{Tenderer's proposed price}} \times 2$$

20.4.6. The Procurement commission shall obtain the final score for each Financial proposal in this criterion by summing up all points obtained by the particular Financial proposal in this criterion and dividing the sum with the number of members of the Procurement commission which participated in the evaluation.

20.5. **Evaluation of the security audit.** The Tenderer shall be awarded **7 scores** if the security audit has been done in accordance with Technical Specification Clause 6.1.4. for the translation system and 0 points if security audit has not been done yet.

20.6. **Evaluation of the speed of the translation.** The average translation speed of doc. Format text will be measured in seconds (speed <1 second=1 second), the fastest one will have **8 scores**, and the others shall receive scores in accordance with the following formula:

$$\text{scores} = \frac{\text{fastest translation speed}}{\text{evaluated translation speed}} \times 8$$

## 20.7. Evaluation of the Online self-service interface.

### 20.7.1. Evaluation of the Online self-service interface for post-editing services:

The Tenderer shall be awarded **2 scores** if it can ensure ability to request post-editing services using online request interface in accordance with Clause 2.4. of the Technical and 0 points if online self-service interface will not be provided;

### 20.7.2. Evaluation of the Online self-service interface for formatting services:

The Tenderer shall be awarded **2 scores** if it can ensure ability to request formatting services using online request interface in accordance with Clause 2.5. of the Technical and 0 points if online self-service interface will not be provided;

20.8. **Evaluation of the additional video tutorial(s) (free of charge).** The Tenderer shall be awarded **2 scores** if it can ensure additional video tutorial(s) (free of charge) in accordance with Technical Specification Clause 4.4. for the translation system and 0 points if additional video tutorial(s) will not be provided.

### 20.9. Evaluation of all Baltic language (LV; LT; EE) availability as additional of the interface language for Service.

The Tenderer shall be awarded **3 scores** if it can ensure all Baltic language (LV; LT; EE) availability as additional of the interface language for Service in accordance with Technical Specification Clause 7.1. for the translation system and 0 points if all Baltic language (LV; LT; EE) availability as additional of the interface language for Service will not be provided.

20.10. **Evaluation of option to dynamically choose and adjust the glossary used for document translation/processing.** The Tenderer shall be awarded with **1 score** if it can ensure an option to dynamically choose and adjust the glossary used for document translation/processing in accordance with Technical Specification Clause 2.1. for the translation system and 0 points if such option will not be provided.

- 20.11. The scores shall be calculated and indicated with an accuracy of 2 (two) decimal places after comma. If more than 2 (two) decimal places after comma will be indicated, then only the first two decimal places will be considered.
- 20.12. The Procurement commission shall obtain the final score for each Proposal by summing up scores that particular Proposal obtained in accordance with the procedure set out in Section 20.3.-20.10. of the Regulations, and dividing the sum with the number of members of the Procurement commission which participated in the evaluation. Contract shall be awarded to the Tenderer whose Proposal obtains the highest final score according to Section 20.2. of the Regulations.
- 20.13. In case several Proposals will obtain equal highest number of points of the final score, the Procurement commission will award the right to conclude the Contract to the Tenderer which will obtain higher score for criteria No 1 **Quality of the translation**. If still several Tenderers will have equal score for **Quality of the translation** of the Section 20.2. of the Regulations, then the Procurement commission will invite representatives of those particular Tenderers and will organize a draw. In situation, when representatives of Tenderers choose to not be present at the draw, the Procurement commission will carry out the draw without representatives of Tenderers presence by inviting impartial participant from the Contracting authority.

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

- 21.1 Prior to making the decision about assigning rights to conclude the Contract, the Procurement commission performs a check regarding the existence of grounds of exclusion for Tenderer, members of a partnership (if the Tenderer is a partnership), persons on whose capacity Tenderer is relying on to certify its compliance with the requirements and subcontractors.
- 21.2 If the Procurement commission establishes that in the information system determined by the Cabinet of the Republic of Latvia, according to the information posted on the date of the last update of data in the public tax debtors' database and the Administration System of Immovable Property Tax of the State Revenue Service
- Tenderer;
  - member of a partnership (if the Tenderer is a partnership);
  - subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;
  - person on whose capacity the Tenderer is relying to certify its compliance with the requirements;
  - beneficial owner of the Tenderer; or
  - person who has decisive influence in the Tenderer on the basis of participation within the meaning of the laws and regulations regarding groups of companies (concern);
- has outstanding tax liabilities on the last day of the time limit for the submission of Proposals or on the day when the decision is taken to possibly award the Contract, the Procurement commission will set the time limit – three working days after the day of sending an information request – for the submission of the evidence – a statement from the Electronic Declaration System of the State Revenue Service, a statement issued by a local government that the relevant person did not have debts of the immovable property tax or any other objective evidence regarding non-existence of tax debts or tax liabilities – that the Tenderer or any other person listed above in this Section of the Regulations did not have any outstanding tax liabilities on the relevant day.
- 21.3 If the Tenderer fails to submit required evidence before the deadline, the Procurement commission excludes the Tenderer from participation in the Open competition.
- 21.4 Change of persons on whose capacity Tenderer is relying on to certify its compliance with the requirements or subcontractors the value of the services to be provided by which amounts to at least EUR 10 000 is performed in accordance with Sections 9.4 and 10.2 of the Regulations respectively.
- 21.5 In the event the Tenderer or partnership member (if the Tenderer is a partnership) fails to comply with requirements stipulated in Section 8.1 of the Regulations (except Section 8.1.2, 8.1.12 – 8.1.14 of the Regulations) and has indicated this in the Proposal, upon Procurement commission's request it submits an explanation about the implemented measures in order to restore reliability and prevent occurrences of the same or similar violations in future, as well as attaches evidence which proves the implemented measures, such as but not limited to evidence about compensating damages, on cooperation with investigating authorities, implemented technical, organizational or personnel measures, an assessment of a competent

authority regarding the sufficiency of the implemented measures etc. The Procurement commission assesses such information. If the Procurement commission deems the measures taken are sufficient for the restoration of reliability and the prevention of similar cases in the future, it makes the decision not to exclude the Tenderer from participation in the Open competition. If the measures taken are insufficient, the Procurement commission makes the decision to exclude the Tenderer from further participation in the Open competition. If the Tenderer within the indicated time does not submit the requested information, Procurement commission excludes the Tenderer from participation in the Open competition.

- 21.6 The Procurement Commission is entitled to send information on Tenderers to whom the rights to enter the Agreement shall be awarded (and each member of a partnership, if the Tenderer is a partnership) to the Latvian State Security Service for inspection, before awarding the contract rights. In the event of a negative conclusion of the Tenderer by the Latvian State Security Service, the Procurement Commission will exclude it from the Procurement and choose the next economically most advantageous Proposal in the list and will set Tenderer to whom the rights to enter the Agreement shall be awarded.

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

- 22.1 The Procurement commission selects Tenderers in accordance with the set selection criteria for Tenderers, verifies the compliance of the Proposals with the requirements stipulated in the Regulations and chooses the Proposal in accordance with the contract award criteria as described in Section 20 of the Regulations, i.e., the most economically advantageous Proposal shall be selected.
- 22.2 Within 3 (three) business days from the date of decision about the Open competition results the Procurement commission informs all the Tenderers about the decision made by sending the information by post or electronically (including on the E-Tenders system) and keeping the evidence of the date and means of sending the information. The Procurement commission announces the name of the chosen Tenderer, indicating:
- 22.2.1 to the rejected Tenderer – the reasons for rejecting its Proposal;
- 22.2.2 to the Tenderer who has submitted compliant Proposal – the characterization of the chosen Proposal and the relative advantages;
- 22.2.3 the deadline by which the Tenderer may submit a complaint to the Procurement Monitoring Bureau regarding violations of the public procurement procedure.
- 22.3 If the Procurement is terminated, the Procurement commission within 3 (three) business days simultaneously informs all Tenderers about all the reasons why the Open competition is terminated and informs about the deadline within which a Tenderer may submit a complaint to the Procurement Monitoring Bureau regarding the violations of the public procurement procedure.
- 22.4 The Procurement commission when informing about the results has the right not to disclose specific/confidential information, if it may infringe upon public interests or if the Tenderer's legal commercial interests or the conditions of competition would be violated.
- 22.5 As soon as possible but not later than within 5 (five) business days from day when the decision about the results of the Open competition is taken, the Procurement commission prepares a report of the Open competition and publishes it on the Contracting authority's profile in E-Tenders system's webpage <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/113511> and on Contracting authority's webpage <https://www.railbaltica.org/tenders/>.
- 22.6 The selected Tenderer upon receiving the notification from the Procurement commission must:**
- 22.6.1 within 5 (five) business days – to submit to the Contracting authority a copy of a partnership agreement or notification regarding the establishment of the partnership, if required pursuant to requirements under the Section 7.1.2.1 of the Regulations;
- 22.6.2 within 10 (ten) days from receiving the invitation – to sign the Contract.
- 22.7 The Contract will be concluded based on the selected Tenderer's Proposal and in accordance with the Annex No 10 "Draft contract" of the Regulations.
- 22.8 The Procurement commission has the right to choose the next most economically advantageous Proposal, if the Tenderer in the time stipulated by the Regulations:

- 22.8.1 refuses to conclude a partnership agreement or to establish the partnership in the cases and deadlines defined by the Regulations or in the cases and deadlines defined by the Regulations does not submit a copy of the partnership agreement or does not inform of the founding of a partnership company;
- 22.8.2 refuses to conclude the Contract or does not submit a signed Contract within the deadlines defined in the Regulations.
- 22.9 In any of such cases mentioned in the Section 22.8 of the Regulations, the Procurement commission is entitled to terminate the Procurement without selecting any Proposal or to select the Proposal with the next most economically advantageous Proposal. For either of these decisions a written decision must be made.
- 22.10 Contracting authority may suspend the announced procurement procedure at any time, if there is an objective reason for that.

## 23 ANNEXES

1. Annex No 1 – Application for participation in the Open competition (form);
2. Annex No 2 – Technical specification / Technical proposal form;
3. Annex No 3 – Experience of the Tenderer;
4. Annex No 4 – Confirmation of the Tenderer's financial standing (form);
5. Annex No 5 – A list of entities on whose capacity Tenderer relies on (form);
6. Annex No 6 – A list of subcontractors;
7. Annex No 7 – Financial proposal (form);
8. Annex No 8 – Curriculum vitae (CV) form of attracted specialist;
9. Annex No 9 – Experience of Tenderer of processing personal data and critical business data;
10. Annex No 10 – Draft contract.



## ANNEX NO 1: APPLICATION

**APPLICATION FOR PARTICIPATION IN THE OPEN COMPETITION  
“IMPLEMENTATION AND MAINTENANCE OF A MACHINE TRANSLATION SOLUTION, AND POST-EDITING  
SERVICES”  
(ID NO RBR 2023/15)**

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

By submitting the Proposal, the Tenderer hereby:

1. Confirms participation in the Open competition “**Implementation and maintenance of a Machine Translation solution, and post-editing services**” (ID No RBR 2023/15):
2. Informs that the following entities and/or persons comply with the following exclusion grounds (if any):

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

3. Confirms that, if the Tenderer will be awarded the Contract, the Tenderer will provide quality and timely performance of the contractual liabilities for the proposed price and in accordance with the requirements of the Annex No 2: “Technical specification / Technical proposal form” of the Regulations;
4. Confirms that Regulations is clear and understandable, that it does not have any objections and complaints and that in the case of granting the right to enter into a Contract it shall fulfil all conditions of the Regulations

as well as enter into a Contract in accordance with the Draft contract enclosed to the Regulations as an Annex No 10 “Draft contract”;

5. Confirms that in the preparation and submission of its Proposal, Tenderer has fully considered all the clarifications issued by the Contracting authority;
6. Confirms that Tenderer has prepared the Proposal without connection with any other person, company or parties likewise submitting a Proposal and that it is prepared in all respects for in good faith, without collusion or fraud;
7. Confirms that Tenderer’s offered services are free from all liens, interests or other rights of third parties;
8. Agrees that the Contracting authority reserves itself the right to reject any or all Proposals and cancel the procurement process before entry into Contract on the grounds specified in the Regulations or the law;
9. Guarantees that all information and documents provided are true;
10. Confirms<sup>13</sup> that meets the criteria of (please indicate by ticking relevant box):

a small                       medium                       other

sized enterprise<sup>14</sup> as defined in the Article 2 of the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprise;<sup>15</sup>

11. Information on persons which have a decisive influence<sup>16</sup> in the Tenderer on the basis of participation within the meaning of the laws and regulations regarding groups of companies (*if applicable*):

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

12. Information on beneficial owners<sup>17</sup> of the Tenderer:

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

---

[date of signing]      [signature]                                      [name and position of the representative of the Tenderer]

---

<sup>13</sup> Tenderer must indicate size of enterprise for each member of the partnership, if the Tenderer is a partnership.

<sup>14</sup> The information on the size of the Tenderer is used solely for statistical purposes and is not in any way whatsoever used in the evaluation of the Tenderer or the Proposal.

<sup>15</sup> Available here - [http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.L\\_.2003.124.01.0036.01.ENG&toc=OJ:L:2003:124:TOC](http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.L_.2003.124.01.0036.01.ENG&toc=OJ:L:2003:124:TOC)

<sup>16</sup> According to Section 3 of Group of Companies Law of Latvia a decisive influence arises on the basis of a group of companies contract, as well as on the basis of participation in the following cases - an undertaking has a decisive influence over a company on the basis of participation, if at least one of the following circumstances exist: 1) the undertaking has the majority of voting rights in the company; 2) the undertaking as a shareholder of the company has the right to appoint or remove the majority of members of the executive body or of the supervisory body of the company; 3) the undertaking is a shareholder of the company and, exercising only its rights of a shareholder, during the accounting year has appointed the majority of members of the executive body or of the supervisory body of the company; or 4) the undertaking is a shareholder of the company and, on the basis of agreement with other shareholders, has sole control of the majority of voting rights in the company.

<sup>17</sup> Beneficial owner: a natural person who is the owner of the customer - legal person - or who controls the customer, or on whose behalf, for whose benefit or in whose interests business relationship is being established or an individual transaction is being executed, and it is at least:

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

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

## ANNEX NO 2: TECHNICAL SPECIFICATION / TECHNICAL PROPOSAL FORM

### TECHNICAL SPECIFICATION/ TECHNICAL PROPOSAL FORM OF THE PROCUREMENT

The Joint Venture of Rail Baltica Global Project RR Rail AS communicates with partners and public in four languages: English (working language), Estonian, Lithuanian and Latvian. Thus, there is a need to translate large amounts of text, both in text and document formats. To make the process more effective, we want to use the NMT.

Submitted Technical proposal for supply and maintenance of NMT must comply at least with following minimum requirements, which are mandatory if not stated another:

Requirement	Description of the requirement	Tenderer's offer
		<p>Compliance with requirement yes/no</p> <p>Concise description of the compliance with the requirements</p>
<p><b>1. Supported languages</b></p>	<p>1.1. In total there must be 6 supported language pairs in NMT:</p> <ul style="list-style-type: none"> <li>1.1. English – Latvian,</li> <li>1.2. Latvian – English,</li> <li>1.3. English – Estonian,</li> <li>1.4. Estonian – English,</li> <li>1.5. English – Lithuanian,</li> <li>1.6. Lithuanian – English.</li> </ul> <p>The training of the NMT must be based on Baltic language (syntax and semantics) specifications corresponding to the legal, railway, construction and IT fields.</p>	<p>[Please describe the offer]</p>
	<p>1.2. The NMT shall learn and improve translation quality based on user interactions and feedback received (for example, but not limited to non-translatable entangles). If an additional training of solution is needed the language glossaries supplied by Contracting Authority shall be used when provided.</p>	<p>[Please describe the offer]</p>

<b>2. Main solution requirements</b>	2.1.	The NMT shall have an online self-service interface, with the ability to translate/process* text and documents without Tenderer manual interaction. During the process the NMT must retain as much as possible document formatting and websites, hyperlinks.	<i>[Please describe the offer]</i>
		*Option to dynamically choose and adjust the glossary used for document translation/processing will be counted as a bonus according to the Section 20.10. of the Procurement Regulation criterion.	
	2.2.	As minimum NMT shall support translation for these documentation formats:  a. Microsoft Word (.docx), b. Plain text (.txt), c. Portable document format (.pdf), d. Microsoft Excel (.xlsx), e. Web pages (translations of provided links to web pages).	<i>[Please describe the offer]</i>
	2.3.	The NMT shall be able to translate files at least up to size of 30 MB.	<i>[Please describe the offer]</i>
	2.4.	Ability to request post-editing via e-mail workflow or by other means* to control internally amount and costs for:  <ul style="list-style-type: none"> <li>• documents that have already undergone machine translation, but require manual review/enhancement;</li> <li>• documents containing mixed data (such as images within text) with ability to select whether images also require translation or reconstruction.</li> </ul>	<i>[Please describe the offer]</i>

	*Online request interface will be counted as a bonus <i>according to the Section 20.7.1. of the Procurement Regulations criterion.</i>	
2.5.	Ability to request document formatting via e-mail workflow or by other means to control internally amount and costs for: <ul style="list-style-type: none"> <li>documents that have already undergone machine translation, but require text formatting to original layout and visual organisation of the document.</li> </ul>	[Please describe the offer]
	*Online request interface will be counted as a bonus <i>according to the Section 20.7.2. of the Procurement Regulations criterion.</i>	
2.6.	The NMT online translation shall not take longer than 6 seconds for plain text document page containing up to 250 words.	[Please describe the offer]
2.7.	The language data obtained during the Contracting Authority usage of the services should be transferred to the Contracting Authority in some of the open file formats (for example <i>.txt, .sql, .csv</i> ) when requested and after the end of the contract.	[Please describe the offer]
2.8.	It is anticipated that NMT shall be used by up to 250 registered users. Minimal number for machine translation of simultaneous users must be 170, assuming all users could upload/process maximum allowed document size.	[Please describe the offer]
2.9.	Service availability time for NMT shall be at least 99.5%.	[Please describe the offer]
2.10.	Service availability time for post-editing, formatting services and change request support shall be provided at least during working hours 8AM-6PM Riga time.	[Please describe the offer]
<b>3. Compliance</b>	3.1.	Uploaded Contracting Authority data must be stored and transmitted within European Union (EU) or European Economic Area (EEA) as

	<p>uploaded content may contain personal data. Tenderer must reveal to Contracting authority in which countries and data centres Contracting authority's data is stored.</p>	<p><i>[Please describe the offer]</i></p>
	<p>3.2. During provision of the Services the Tenderer will be required to process personal data received from the Contracting authority in the role of the processor* (on behalf of the Contracting authority), therefore, the Tenderer won't be authorized to process personal data otherwise than according to instructions given by the Contracting authority, unless it will be required to do otherwise by applicable laws.</p> <p>*Within the meaning of Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC.</p>	<p><i>[Please describe the offer/with confirmation/ non-confirmation of the fulfilment of the requirements during the execution of the contract]</i></p>
<b>4. Support and Maintenance</b>	<p>4.1. Provision of maintenance and technical support service from 8:00 to 19:00 (Riga time) / Latvia working days by e-mail, phone and online during whole period of the Contract.</p>	<p><i>[Please describe the offer]</i></p>
	<p>4.2. Support request shall be split in categories:</p> <ul style="list-style-type: none"> <li>• NMT unavailability/crash - –the initial response and first action no later than 2 hours after receiving support request.</li> <li>• NMT functionality unavailable, but bypass exists - –the initial response and first action no later than 2 hours after receiving support request within the set support hours.</li> <li>• Minor NMT functionality problems or consultation required that does not affect work efficiency – the initial response no</li> </ul>	<p><i>[Please describe the offer]</i></p>

	later than 1 workday after receiving support request within the set support hours. Action on mutual agreement.	
	4.3. Level 1 support shall be available through the system online interface and available to all users at no additional cost.	[Please describe the offer]
	4.4. Tenderer shall provide a one-time initial online* training in English language for Contracting authority that shall cover, but not limited to, all functionality and requirements mentioned in this document.  Additional video tutorials free of charge will be counted as a bonus**.  *Online training shall be recorded for Contracting authority internal use.  **According to the Section 20.8 of the Procurement Regulations criterion.	[Please describe the offer]
<b>5. Change management</b>	5.1. Change requests* shall be only requested from Contracting authority by contact person in agreement. First action no later than 1 business day after receiving change request within the set support hours. Action on mutual agreement.  *Change request can be requested for changes related to the functionality of the Procurement subject-matter.	[Please describe the offer]
<b>6. Security</b>	<b>6.1. General</b>	
	All Contracting Authority data submitted to the service must be considered as classified information unless explicitly marked as public. The Service shall be sufficiently protected with the necessary physical and logical protection controls to ensure confidentiality, integrity and availability of the data.	[Please describe the offer]

<p>6.1.2. The Tenderer shall employ appropriate security management procedures to minimise the risks for the Contracting Authority.</p>	<p>[Please describe the offer]</p>
<p>6.1.3. Access to Contracting Authority data shall be strictly limited to the Tenderer's personnel providing the service on need-to-know basis.</p>	<p>[Please describe the offer]</p>
<p>6.1.4. Provision of Service security audit results should be an advantage*.</p> <p><i>*According to the Section No 20.5. of the Procurement Regulations.</i></p>	<p>[Please describe the offer]</p>
<p>6.1.5. Tenderer certifies that the information systems (IS) used for provision of the Services is protected in accordance with the Tenderer's IS security policy, technical and organizational IS security measures established in the framework of risk management and comply with current cybersecurity best practice. The Tenderer has implemented incident management procedures such as identification of incidents, mitigation and removal of consequences, incident recording, preservation of evidence.</p>	<p>[Please describe the offer]</p>
<p>6.1.6. Service must have activity log registering all activities done by users and administrators. The Tenderer on request will have to provide auditing records exported in a human readable format for analysis. In it there should be registered information system (IS) events: access – successful and unsuccessful connection cases, time and user code, data entry, change, delete, output, user accounts, activity with user data. The Tenderer shall ensure the integrity of the audit trail.</p>	<p>[Please describe the offer]</p>
<p><b>6.2. Storing and Processing of Customer data</b></p>	
<p>6.2.1. Contracting authorities data stored on Tenderer's side must be encrypted.</p>	<p>[Please describe the offer]</p>



	6.2.2. Tenderer must ensure encrypted connection to the service, e.g., using HTTPS protocol (TLS).	[Please describe the offer]
	6.2.3. Tenderer must not share uploaded Customer data with third parties.	[Please describe the offer]
	6.2.4. Tenderer must not use uploaded information for service improvement, e.g., machine learning training, and other internal or external needs.	[Please describe the offer]
	6.2.5. Tenderer must delete all Contracting Authority uploaded content and other data (e.g., user data), without undue delay, upon service termination and upon Contracting Authority's request.	[Please describe the offer]
	6.2.6. Maximum allowed duration of storage of uploaded data is 1 (one) month, but no longer than the Contract validity term and translation task is finished.	[Please describe the offer]
	<b>6.3. Service Access</b>	
	6.3.1. Tenderer shall provide integration with Contracting authorities identity and access management platform Azure AD. That will allow Contracting authority to manage user accounts within its identity and access management processes and enforce its security policies.	[Please describe the offer]
	6.3.2. Tenderer should ensure possibility to access service from EU, United Kingdom, and EEA countries.	[Please describe the offer]
<b>7. Additional requirements</b>	7.1. User interface language for the Service shall be English. Baltic language (LV; LT: EE) availability will be counted as a bonus.*  *According to the Section No 20.9 of the Procurement Regulations.	[Please describe the offer]
	7.2. The Users and Administrator manuals shall be prepared containing the basic information needed for both audiences. The Manuals	[Please describe the offer]

	should be sent to Contracting authority before the launch of the system.	
	7.3. Report request shall be available for NMT and post-editing amount used.	<i>[Please describe the offer]</i>
<b>8. Evaluation environment of NMT</b>	8.1. The Tenderer shall provide an evaluation environment of NMT for the Procurement Commission to execute machine translation task for free and evaluate it in accordance with relevant evaluation criteria. The Tenderer gives instruction concerning link and login to NMT, or other information that will make able to execute system evaluation.	<i>[Please provide necessary information regarding evaluation environmental of NMT]</i>
<b>9. NMT licence</b>	9.1. The Tenderer is license owner  <i>or</i>  Authorized license distributor (reseller)	<i>[Please describe the offer and submit the necessary evidence:</i>  - <i>If the Tenderer is licence owner – necessary to submit a copy of the document that proves that Tenderer is the licence owner (e.g., a copy of licence).</i>  - <i>If the Tenderer is authorized license distributor (reseller) – submit licence owner approval letter that the Tenderer is authorized licence distributor (reseller).]</i>
	9.2. NMT shall be available for use not later than 30 days after signing the agreement.	<i>[Please describe the offer]</i>
<b>10. Additional information</b>	10.1. Please indicate any additional information on offered NMT, support, maintenance or other services.	<i>[Please describe the offer]</i>
<b>11. Post Editing Services</b>	11.1. At the Contracting Authority's request made through e-mail, the Tenderer provides a post-editing service*. The duration of the post-	

	<p>editing process is agreed for each request separately, upon mutual agreement between the Contracting Authority and the Tenderer.</p> <p><i>*The post-editing service means a "full post-editing", i.e., the text is revised and corrected in order to be of an equivalent quality to a human translation, not only reflecting the main idea of the original text, but also delving into the specifics of industry terminology and the use of linguistic means.</i></p>	<p>[Please describe the offer]</p>
<p><b>12. Formatting services</b></p>	<p>12.1. At the Contracting Authority's request, the Tenderer provides the text formatting services. The duration of the formatting services process is agreed for each request separately, upon mutual agreement between the Contracting Authority and the Tenderer.</p>	<p>[Please describe the offer]</p>

\*Here and hereinafter In the Technical proposal form the Tenderer shall indicate in "Tenderer ensures" or otherwise describe the ability to ensure compliance with the requirement.

---

[date of signing]

[signature]

[name and position of the representative of the Tenderer]

The date of preparation of the Technical specification: 11.12.2023.;

Last update of the Technical specification: 08.01.2024.

### ANNEX NO 3: EXPERIENCE OF THE TENDERER

**DESCRIPTION OF THE TENDERER’S EXPERIENCE FOR THE PROCUREMENT  
“IMPLEMENTATION AND MAINTENANCE  
OF A MACHINE TRANSLATION SOLUTION, AND POST-EDITING SERVICES”  
(ID NO RBR 2023/15)**

**Table No 1**

No	Client, client’s contact information for references (name of representative, phone, e-mail) <sup>18</sup>	Period of the contract (day/month/year – day/month/year)	Description of the services provided what characterize required experience, stated in Section 8.4.1. of the Regulations
1.			
2.			
3.			
n+1			

**Table No 2**

No	Client, client’s contact information for references (name of representative, phone, e-mail) <sup>19</sup>	Period of the contract (day/month/year – day/month/year)	Description of the services provided what characterize required experience, stated in Section 8.4.2. of the Regulations
1.			
2.			
3.			
n+1			

---

<sup>18</sup> In case of doubt, the Contracting authority has the right to contact the Client to verify that the services specified complies with the requirements set in Section 8.4.1. of the Regulations.

<sup>19</sup> In case of doubt, the Contracting authority has the right to contact the Client to verify that the services specified complies with the requirements set in Section 8.4.2. of the Regulations.

**Table No 3**

No	Client, client's contact information for references (name of representative, phone, e-mail) <sup>20</sup>	Period of the contract (day/month/year – day/month/year)	Description of the services provided what characterize required experience, stated in Section 8.4.3. of the Regulations
1.			
2.			
3.			
n+1			

**Enclosed:**

Positive written reference(s) from the contracting authority regarding performed services (for experience mentioned in the Table No1-Table No 3 in accordance with Section 8.4.1.-8.4.3. of the Regulations) (Recommended to submit).

---

 [date of signing]

[signature]

[name and position of the representative of the Tenderer]

---

<sup>20</sup> In case of doubt, the Contracting authority has the right to contact the Client to verify that the services specified complies with the requirements set in Section 8.4.3. of the Regulations.

## ANNEX NO 4: CONFIRMATION OF FINANCIAL STANDING

### CONFIRMATION OF TENDERER’S FINANCIAL STANDING FOR THE OPEN COMPETITION “IMPLEMENTATION AND MAINTENANCE OF A MACHINE TRANSLATION SOLUTION, AND POST-EDITING SERVICES” (ID NO RBR 2023/15)

#### 1. Section 8.3.1 of the Regulations

The Tenderer’s or all members of the partnership together (if the Tenderer is a partnership and confirms the average financial turnover jointly), average annual financial turnover within last 3 (three) years (2020, 2021, 2022) is not less than 221 522.00 (two hundred twenty one thousand five hundred twenty two euro) EUR.

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

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

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

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

*\*If the financial turnover is in another currency than euro, for this Proposal it should be recalculated in euro in accordance with the currency exchange rate published by the European Central Bank on the proposal submission date<sup>21</sup>.*

#### 2. Section 8.3.2 of the Regulations

The Tenderer or each member of the partnership (if the Tenderer is a partnership) on whose financial and economic capabilities the partnership is relying and who shall be financially and economically responsible for fulfilment of the Contract shall have stable financial and economic performance, namely, in the last audited financial year (if auditing the financial report is required by the law applicable to the Tenderer or partnership member) preceding the year of the Procurement Tenderer shall have positive equity (Total Assets minus Total Liabilities).

<sup>21</sup> Available here: [https://www.ecb.europa.eu/stats/policy\\_and\\_exchange\\_rates/euro\\_reference\\_exchange\\_rates/html/index.en.html](https://www.ecb.europa.eu/stats/policy_and_exchange_rates/euro_reference_exchange_rates/html/index.en.html)

---

Name of the Tenderer/member of partnership/other entity

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

---

[date of signing]

[signature]

[name and position of the representative of the Tenderer]

"

Implementation and maintenance

of a Machine Translation solution, and post-editing services"

## ANNEX NO 5: OTHER ENTITIES ON WHOSE CAPACITY TENDERER RELIES

**A LIST OF OTHER ENTITIES ON WHOSE CAPACITY TENDERER RELIES  
 TO MEET THE REQUIREMENT OF THE OPEN COMPETITION  
 "IMPLEMENTATION AND MAINTENANCE OF A MACHINE TRANSLATION SOLUTION, AND POST-EDITING  
 SERVICES"  
 (ID NO RBR 2023/15)**

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

---

 [date of signing]

[signature]

[name and position of the representative of the Tenderer]



## ANNEX NO 6: SUBCONTRACTORS

**A LIST OF THE SUBCONTRACTORS FOR THE OPEN COMPETITION  
“IMPLEMENTATION AND MAINTENANCE OF A MACHINE TRANSLATION SOLUTION, AND POST-EDITING  
SERVICES”  
(ID NO RBR 2023/15)**

No	Name of the sub-contractor (registration No., legal address)	Sub-contracted tasks			
		Description of the sub-contracted task	Amount, EUR (without VAT)	% from the proposed price	Size of the enterprise <sup>22</sup>
I	Subcontractors the value of services to be provided by which amounts to at least EUR 10 000 (ten thousand euros)				
1					
2					
n+1					
		<b>Total:</b>			
II	Subcontractors the value of services to be provided by which amounts below EUR 10 000 (ten thousand euros)				
1					
2					
n+1					
		<b>Total:</b>			
		<b>Total (I+II)</b>			

[date of signing]    [signature]

[name and position of the representative of the Tenderer]

<sup>22</sup> Please indicate the size of enterprise (small, medium or other) as defined in the Article 2 of Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprise. Available here: [http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.L\\_.2003.124.01.0036.01.ENG&toc=OJ:L:2003:124:TOC](http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.L_.2003.124.01.0036.01.ENG&toc=OJ:L:2003:124:TOC)

## ANNEX NO 7: FINANCIAL PROPOSAL

### FINANCIAL PROPOSAL<sup>23</sup> FOR THE OPEN COMPETITION “IMPLEMENTATION AND MAINTENANCE OF A MACHINE TRANSLATION SOLUTION, AND POST-EDITING SERVICES” (ID NO RBR 2023/15)

The Tenderer *[name of the Tenderer]* offers to deliver Services in accordance with the Annex No 2 “Technical specification / Technical proposal form” of the Regulations for the following costs<sup>24</sup>:

**Table No 1<sup>25</sup>**

No	Service	Unit	Quantity	Unit price EUR, excl. VAT	Amount EUR, excl. VAT
<b>Payments related to Machine Translation solution implementation and maintenance</b>					
1.	Fee for the Implementation of a Machine Translation solution, and initial online training of the Machine Translation solution	1	1		
2.	Monthly fee for the Machine Translation solution maintenance and support of the system for the duration of the Services (i.e. 36 months) <sup>26</sup>	1	36		
Total price (excl. VAT) <sup>27</sup>					
VAT					
Total price (incl. VAT)					

**Table No 2<sup>28</sup>**

No	Service	Unit	Unit price EUR, excl. VAT
<b>Post Editing Services</b>			
1.		<b>Unit</b>	<b>Unit price EUR, excl. VAT</b> <i>[payment for 1 page (1 page=250 words)]</i>

<sup>23</sup> The Final Report will reflect all prices for those positions that will be scored with points.

<sup>24</sup> When preparing the Financial proposal, the rules of Section 11 of the Regulations shall be considered.

<sup>25</sup> In Table No 1 must be indicated fixed payments.

<sup>26</sup> Licence fees for Solution, including System and/or Software, (if such occur) are included in the Maintenance Fee.

<sup>27</sup> The price must also be indicated in the section "Financial offer" of the Electronic Procurement System, and will be reflected in the opening report automatically generated by the system.

<sup>28</sup> In the Table No 2 must be indicated payments upon request.

“Implementation and maintenance  
of a Machine Translation solution, and post-editing services”

1.1.	Post-editing services for language pair: LV-ENG	1	
1.2.	Post-editing services for language pair: ENG-LV	1	
1.3.	Post-editing services for language pair: EE-ENG	1	
1.4.	Post-editing services for language pair: ENG-EE	1	
1.5.	Post-editing services for language pair: LT-ENG	1	
1.6.	Post-editing services for language pair: ENG-LT	1	
1.7.	<b>Total amount EUR, excl. VAT summing unit prices from position No 1.1.-1.6.</b>		
<b>Formatting Services</b>			
2.		Unit	<b>Hourly rate, excl. VAT for implementation of changes</b>
2.1.	Formatting services	1h	
<b>Change Request</b>			
3.		Unit	<b>Hourly rate, excl. VAT for implementation of changes</b>
3.1.	Change request <i>[changes related to the functionality of the Procurement subject-matter]</i>	1h	
<b>Training</b>			
4.		Unit	<b>Unit price EUR, excl. VAT</b>
4.1.	Additional online training of the Machine Translation solution	1	

[date of signing]

[name and position of the representative of the Tenderer]

**ANNEX NO 8: CURRICULUM VITAE (CV)  
FORM OF ATTRACTED SPECIALIST**

**CURRICULUM VITAE (CV) FORM OF ATTRACTED SPECIALIST  
FOR THE OPEN COMPETITION  
“IMPLEMENTATION AND MAINTENANCE OF A MACHINE TRANSLATION SOLUTION, AND POST-EDITING  
SERVICES”  
(ID NO RBR 2023/15)**

Position of attracted specialist: Editor						
<i>[Please provide detailed information in the appropriate sections]</i>						
<b>Name, Surname</b>						
<b>Mother tongue</b>						
<b>The language pair for which the services will be provided:</b> <i>[Mark with an "X" the relevant language pair of attracted editor, for example: LV-ENG; ENG-LV etc.]</i>	<b>LV-ENG</b>	<b>ENG-LV</b>	<b>LT-ENG</b>	<b>ENG-LT</b>	<b>EE-ENG</b>	<b>ENG-EE</b>
<b>Education</b>	Name of the educational institution		Country where the educational institution is located		Period of study <i>[dd.mm.yyyy.-dd.mm.-yyyy.]</i>	
<b>Obtained qualification</b>	Professional/academic, scientific degree (s) <i>[in accordance with Section 8.4.4. of the Regulations]</i>			Date and number of diploma issue <i>[please submit a copy of the document certifying education]</i>		

I confirm that I have consented that my candidature is proposed for the Open competition "Implementation and maintenance of a Machine Translation solution, and post-editing services", ID No RBR 2023/15. I confirm that in case the Tenderer [name of the Tenderer or members of the partnership] will conclude the Contract as the result of the Procurement mentioned before, I will participate in the execution of the Contract.

**Enclosed:**

A copy of the document that is certifying an education.

\_\_\_\_\_ [signature of the specialist]

Date: \_\_\_\_\_ [date of signing]

Name: \_\_\_\_\_ [name of the specialist]

“Implementation and maintenance  
of a Machine Translation solution, and post-editing services”

**ANNEX NO 9: EXPERIENCE OF TENDERER  
OF PROCESSING PERSONAL  
DATA AND CRITICAL BUSINESS DATA**

**EXPERIENCE OF TENDERER OF PROCESSING PERSONAL DATA AND CRITICAL BUSINESS DATA  
FOR THE OPEN COMPETITION  
“IMPLEMENTATION AND MAINTENANCE OF A MACHINE TRANSLATION SOLUTION, AND POST-EDITING  
SERVICES”  
(ID NO RBR 2023/15)**

No	Client, client’s contact information for references (name of representative, phone, e-mail) <sup>29</sup>	Period of the contract (day/month/year – day/month/year)	Description of the services provided what characterize required experience, stated in Section 8.4.5. of the Regulations
1.			
2.			
3.			
n+1			

---

[date of signing]

[signature]

[name and position of the representative of the Tenderer]

---

<sup>29</sup> In case of doubt, the Contracting authority has the right to contact the Client to verify that the services specified complies with the requirements set in Section 8.4.5. of the Regulations.

**ANNEX NO 10: DRAFT AGREEMENT**

**PLEASE SEE THE SEPARATE FILE "AGREEMENT ON IMPLEMENTATION AND MAINTENANCE OF A MACHINE TRANSLATION SOLUTION, AND POST-EDITING SERVICES"**