

Approved by
RB Rail AS procurement "RB Rail AS procurement "Insurance related consultation services",
ID No RBR 2025/6,
Procurement commission's
decision made on 12 May 2025
session minutes No 1

REGULATIONS

FOR THE PROCUREMENT

"INSURANCE RELATED CONSULTATION SERVICES"

(IDENTIFICATION NO RBR 2025/6)



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the European Union**

Riga
2025

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1. ABBREVIATIONS AND TERMS

- 1.1. **Common procurement vocabulary (CPV)** – a nomenclature approved by the European Union, which is applied in public procurement procedures;
- 1.2. **Framework agreement (also the Contract)** - signed agreement between Contracting authority and Contractor to provide Services, substantially in the form enclosed in Annex No 9 – "Draft Agreement" of the Regulations;
- 1.3. **Contracting authority** (also, RB Rail AS) - the joint stock company RB Rail AS, registration number 40103845025, legal address: Satekles iela 2B, Riga, LV-1050, Latvia;
- 1.4. **Contractor** - Tenderer awarded the right to enter into the Contract in Procurement to provide Services in accordance with requirements stipulated in Regulations and Contract;
- 1.5. **Identification number** – designation, which includes the abbreviation of the name of the Contracting authority (the first capital letters), the relevant year and the procurement sequence number in ascending order (RBR 2025/6);
- 1.6. **Procurement** - procurement "Insurance related consultation services" (identification number: RBR 2025/6) in which all interested Suppliers are entitled to submit their Proposals;
- 1.7. **Procurement commission** – commission which composition has been established by the joint stock company RB Rail AS, order 1.9-2025-11, dated 11 April 2025, issued by the Management Board of joint stock company RB Rail AS;
- 1.8. **Proposal** - documentation package the Tenderer submits to participate in the Procurement;
- 1.9. **Regulations** – regulations of the Procurement "Insurance related consultation services" (identification number: RBR 2025/6), as well as all the enclosed annexes;
- 1.10. **Service** (also Services) - Insurance related consultation services that are provided in accordance with terms and conditions set out in Regulations (especially in Annex No 1 "Technical specification" and Contract).
- 1.11. **Supplier** – a natural person or a legal person, a group or association of such persons in any combination thereof, which offers to provide Services;
- 1.12. **Tenderer** – a Supplier which has submitted a Proposal.
- 1.13. **VAT** – Value Added Tax.

2. GENERAL INFORMATION

- 2.1. The Procurement is co-financed by the Contracting authority and Connecting Europe Facility (CEF).
- 2.2. The Tenderer shall submit a Proposal for the entire volume of the Procurement.
- 2.3. The Tenderer is not permitted to submit variants of the Proposal. If variants of the Proposal will be submitted, the Proposal will not be reviewed.
- 2.4. Procurement is organized in accordance with Section 9 of the Public Procurement Law of the Republic of Latvia (hereinafter – Public Procurement Law) in effect on the date of publishing the contract notice.
- 2.5. Procurement documentation is published using E-Tenders system which is subsystem of the Electronic Procurement System (<https://www.eis.gov.lv/EKEIS/Supplier>).
- 2.6. The Regulations is freely available in Contracting authority's profile in the E-Tenders system on webpage <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/147180> and on the webpage of the Contracting authority <http://railbaltica.org/tenders/>.
- 2.7. Answers to Suppliers' questions will be published on the E-Tenders system's webpage <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/147180> and on the Contracting authority's webpage <http://railbaltica.org/tenders/>. It is the Supplier's responsibility to constantly follow the information published on the webpages and to take it into consideration in preparation of its Proposal.
- 2.8. Contact person of the Contracting authority for the Procurement is Procurement Specialist Ieva Zulfke, telephone: +371 27811589, e-mail address: ieva.zulke@railbaltica.org.

- 2.9. The exchange of information between the Procurement commission and the Supplier shall be in writing (by sending documents electronically to e-mail or using E-Tenders system) in English (if information is submitted in Latvian, it shall be accompanied by a translation into English).
- 2.10. If the Supplier does not have access to the E-Tenders system, the Supplier can follow the guidance for obtaining access to the system available on the Contracting authority's website at <http://www.railbaltica.org/procurement/e-procurement-system/>.
- 2.11. The Supplier can request additional information regarding the Regulations. Additional information can be requested in writing through the E-Tendering 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 Section 2.8 of the Regulations). Any additional information must be requested in a timely fashion, so that the Procurement commission can reply on time - no later than 4 (four) days prior to the deadline of the Proposal submission. The Procurement commission shall provide response within 3 (three) business days from the day of 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 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 freely available in public data bases at no additional cost.
- 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 presents to Procurement commission original documents.
- 3.3. During the Proposal evaluation, the Procurement commission has the right to request Tenderer to clarify the information included in its Proposal.
- 3.4. If the Procurement commission determines that the information about the Tenderer, its subcontractors or persons upon whose capacity the Tenderer is relying that is included in submitted documents is unclear or incomplete, it demands that the Tenderer or a competent institution clarifies 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 requested 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 be 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 in Contracting authority's profile on the E-Tenders system's webpage <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/147180> and on the webpage of the Contracting authority <http://railbaltica.org/tenders/>.
- 4.3. If an additional information has been requested according to Section 2.11 of the Regulations, Contracting authority sends this information to the Supplier who asked the question, publishes this information in Contracting authority's profile on the E-Tenders system's webpage <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/147180> and on its webpage <http://railbaltica.org/tenders/> where Procurement documents are available, indicating the question asked.
- 4.4. 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 any information regarding the existence of other Proposals. During the time of Proposal evaluation, the Contracting authority does not disclose any information regarding the evaluation process until the announcement of the results.

- 4.5. The Procurement commission evaluates Tenderers and their Proposals based on the Public Procurement Law, Procurement documents, as well as other applicable regulatory enactments.

5. THE RIGHTS OF THE TENDERER

- 5.1. The Supplier has the right to submit documents for the registration on the Electronic Procurement System (if the Supplier 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. 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.
- 5.3. 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 an application to the Administrative court according to the procedure stipulated in the Section 9, Paragraph 23 of the Public Procurement Law and Administrative Procedure Law of the Republic of Latvia regarding the Tenderer selection requirements, Technical specification or other requirements relating to Procurement, or relating to the activities by the Contracting authority or the Procurement commission during the Procurement.

6. SUBJECT-MATTER OF THE PROCUREMENT

- 6.1. The subject-matter of the Procurement is the provision of Insurance related consultation services according to the Annex No 1 "Technical specification" of the Regulations (hereinafter – Services).
- 6.2. The applicable CPV code is 66510000-8 (Insurance services).
- 6.3. The value of the Framework Agreement is EUR 40 000,00 (forty thousand euros zero cents) without VAT.
- 6.4. The Contract term is 48 (forty – eights) months after the commencement date or until the maximum Framework agreement amount indicated in the Section 6.3 of the Regulations is reached, whichever comes first. There will be an option to extend the term of the Framework agreement for another 12 (twelve) months if the contract amount will not be reached within the initial period.
- 6.5. The subject matter of the Procurement is not divided into parts. The Tenderer shall submit a Proposal for the entire Procurement.
- 6.6. The right to conclude Framework agreement will be awarded to the Tenderer with the most economically advantageous proposal (the lowest proposed hourly rate), selected according to Section 19 of Regulations.
- 6.7. Place of performance of the Framework agreement: Latvia, Lithuania, Estonia.

7. TENDERER

- 7.1. The Proposal can be submitted by:
 - 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 (hereinafter also – partnership) which offer on the market to provide Services and who complies with the selection criteria for Tenderers:
 - 7.1.2.1. A group of Suppliers who have formed a partnership for Procurement. In this case all the members of the partnership shall be listed in Annex No 2 "Application". If it will be decided to award contracting rights to such partnership, then prior to concluding the

Contract the partnership shall at its discretion either enter into a partnership agreement (within the meaning of The Civil Law of the Republic of Latvia, Sections 2241-2280) and shall submit one copy of this agreement to the Contracting authority or establish a general or limited partnership (within the meaning of 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 for Tenderers.

7.2 According to Article 5k of Council Regulation (EU) 2022/576 of 8 April 2022 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine¹ it is prohibited to participate in the Procurement:

7.2.1 a Russian national, or a natural or legal person, entity or body established in Russia;

7.2.2 a legal person, entity or body whose proprietary rights are directly or indirectly owned for more than 50% by an entity referred to in Sub-Section 7.2.1. of this Section;

or

7.2.3 a natural or legal person, entity or body acting on behalf or at the direction of an entity referred to in Sub-Section 7.2.1. or 7.2.2. of this Section, including, where they account for more than 10% of the Contract value, subcontractors, suppliers or entities whose capacities are being relied on within the meaning of the Public Procurement Law.

7.3 With reference to Section 15 of the Public Procurement Law and the Contracting Authority's discretion in the application of Section 15 of the Public Procurement Law, participation of any entities from the Russian Federation and/or the Republic of Belarus is prohibited.

8. SELECTION CRITERIA FOR TENDERERS

8.1. Exclusion grounds

The Contracting authority shall exclude the Tenderer from further participation in the Procurement in any of the following circumstances:

No	The reason for the exclusion	Documents demonstrating the absence of the exclusion grounds ²
8.1.1.	<p>Within previous 3 (three) years before submission of the Proposal:</p> <ul style="list-style-type: none"> - The Tenderer; - Person who is Tenderer's management board or supervisory board member; - Person with representation rights or a procura holder; - Person who is authorised to represent the Tenderer in operations in relation to a branch; - Subcontractor whose value of works to be performed or services to be provided is equal to or exceeds 10'000 (ten thousand) euros of the contract price; - Person on whose capacity Tenderer is relying to certify its compliance with the requirements; - Beneficial owner of the Tenderer;³ 	<ul style="list-style-type: none"> - For a Tenderer and a person who is Tenderer's management board or supervisory board member, person with representation rights or a procura holder, or a person who is authorised to represent the Tenderer in operations in relation to a branch; - For subcontractor whose value of works to be performed or services to be provided is equal to or exceed 10'000 (ten thousand) euros of the contract price; - For a person on whose capacity Tenderer is relying to certify its compliance with the requirements; - For beneficial owner of the Tenderer; <u>who is registered or residing in Latvia</u>, Contracting authority will verify the information itself in publicly available databases;

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

² Unless documents are specifically requested by the Procurement commission, no obligation to submit any.

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

No	The reason for the exclusion	Documents demonstrating the absence of the exclusion grounds ²
	<p>- Person who has decisive influence on participation in the sense of the normative/regulatory acts;⁴</p> <p>has been found guilty of or has been subjected to coercive measures for committing any of the following criminal offences by such a public prosecutor's order regarding punishment or a court judgement that has entered into force and may not be challenged and appealed:</p> <p>a) establishment, management of, involvement in a criminal organization or in an organized group included in the criminal organization or other criminal formation, or participation in criminal offences committed by such organization,</p> <p>b) bribe-taking, bribery, bribe misappropriation, intermediation in bribery, unauthorized participation in property transactions, taking of prohibited benefit, commercial bribing, unlawful claiming of benefits, accepting or providing of benefits, trading influences,</p> <p>c) fraud, misappropriation or money-laundering,</p> <p>d) terrorism, terrorism funding, creation or organization of a terrorist group, traveling for terrorist purposes, justification of terrorism, calling to terrorism, terrorism threats or recruiting or training a person in performance of acts of terrorism,</p> <p>e) human trafficking,</p> <p>f) evasion from payment of taxes or similar payments.</p>	<p>- For a Tenderer and a person who is Tenderer's management board or supervisory board member, person with representation rights or a procura holder, or a person who is authorised to represent the Tenderer in operations in relation to a branch;</p> <p>- For subcontractor whose value of works to be performed or services to be provided is equal to or exceed 10'000 (ten thousand) euros of the contract;</p> <p>- For a person on whose capacity Tenderer is relying to certify its compliance with the requirements;</p> <p>- For beneficial owner of the Tenderer; <u>who is registered or residing outside of Latvia</u>, Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence.</p> <p>- For a person who has decisive influence on participation in the sense of the normative/regulatory acts who is registered or residing in Latvia and who is registered or residing outside of Latvia, Tenderer shall submit a statement approved by competent authority, indicating persons who has decisive influence.⁵</p>
8.1.2.	<p>It has been detected that on the last day of Proposal submission term or on the day when a decision has been made on possible granting of rights to conclude the Contract:</p> <p>- The Tenderer;</p> <p>- Subcontractor whose value of works to be performed or services to be provided is equal to or exceeds 10'000 (ten thousand) euros of the contract price;</p> <p>- Person on whose capacity Tenderer is relying to certify its compliance with the requirements;</p> <p>- Beneficial owner of the Tenderer;</p>	<p>- For a Tenderer;</p> <p>- For subcontractor whose value of works to be performed or services to be provided is equal to or exceeds 10'000 (ten thousand) euros of the contract price;</p> <p>- For a person on whose capacity Tenderer is relying to certify its compliance with the requirements;</p> <p>- For beneficial owner of the Tenderer; <u>who is registered or residing in Latvia</u>, Contracting authority will verify the information itself in publicly available databases;</p> <p>- For a Tenderer;</p> <p>- For subcontractor whose value of works to be performed or services to be provided is equal to or</p>

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.

⁴ <https://likumi.lv/ta/en/en/id/4423-group-of-companies-law>

⁵ If such documents of the competent authority are not issued, Tenderer shall submit certificate that is provided by a competent executive authority or a judicial authority, a sworn notary or competent organization of the relevant industry.

No	The reason for the exclusion	Documents demonstrating the absence of the exclusion grounds ²
	<ul style="list-style-type: none"> - Person who has decisive influence on participation in the sense of the normative/regulatory acts; has tax debts: a) in Latvia in accordance with the Law "On Taxes and Fees"; or b) in the country of registration or permanent residence in accordance with the laws and regulations of the country of registration or residence has unfulfilled obligations in the field of taxes (including state social insurance contributions debts). 	<ul style="list-style-type: none"> - exceed 10'000 (ten thousand) euros of the contract price; - For a person on whose capacity Tenderer is relying to certify its compliance with the requirements; - For beneficial owner of the Tenderer; <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; - For a person who has decisive influence on participation in the sense of the normative/regulatory acts who is registered or residing in Latvia and who is registered or residing outside of Latvia, Tenderer shall submit a statement approved by competent authority, indicating persons with decisive influence.
8.1.3.	<p>Insolvency proceeding have been announced (except where a set of measures aimed at restoring the solvency of the debtor is applied in the insolvency proceedings), the business activities have been suspended, the business is under liquidation for:</p> <ul style="list-style-type: none"> -Tenderer; - Subcontractor whose value of works to be performed or services to be provided is equal to or exceeds 10'000 (ten thousand) euros of the contract price; -Person on whose capacity the Tenderer is relying to certify its compliance with the requirements. 	<ul style="list-style-type: none"> - For a Tenderer; - For subcontractor whose value of works to be performed or services to be provided is equal to or exceeds 10'000 (ten thousand) euros of the contract price; - For a person on whose capacity the Tenderer is relying 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; - For a Tenderer; - For subcontractor whose value or works to be performed or services to be provided is equal to or exceeds 10'000 (ten thousand) euros of the contract price; - For a person on whose capacity the Tenderer is relying to certify its compliance with the 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.
8.1.4.	<p>In case a person who drafted the procurement procedure documents (Contracting authority's official or employee), Procurement commission member, Procurement commission secretary or expert is related to the Tenderer or is interested in selection of some Tenderer and the Contracting authority cannot prevent this situation by measures that cause less restrictions on Tenderer. A person who drafted the procurement procedure documents (Contracting authority's official or employee), Procurement commission member, Procurement commission secretary or expert is presumed to be related to the Tenderer in any of the following cases:</p>	<p>No obligation to submit documents, unless specifically requested by the Procurement commission.</p>

No	The reason for the exclusion	Documents demonstrating the absence of the exclusion grounds ²
	<p>a) If he or she is a current and/or an ex-employee, official, shareholder, procura holder or member of a Tenderer or a subcontractor which is legal person and if such relationship with the legal person was terminated within the last 24 (twenty-four) months;</p> <p>b) If he or she is the father, mother, grandmother, grandfather, child, grandchild, adoptee, adopter, brother, sister, half-brother, half-sister or spouse (hereinafter – relative) of a Tenderer's or subcontractor's, which is a legal person, shareholder who owns at least 10% of the shares in a joint-stock company, shareholder in a limited liability company, procure holder or an official;</p> <p>c) If he or she is a relative of a Tenderer or a subcontractor which is a natural person.</p> <p>d) If he or she is current or former beneficial owner of a Tenderer which is a legal person and if such relationship with the legal person was terminated within the last 24 (twenty-four) months;</p> <p>e) If he or she is a relative of the beneficial owner which is a legal person.</p> <p>If the Tenderer is a partnership, consisting of natural or legal persons, a relation to the Tenderer is presumed also if a person who drafted the procurement procedure documents (Contracting authority's official or employee), Procurement commission member or expert is related to a member of a partnership in any of the above-mentioned ways.</p>	
8.1.5.	<p>-Tenderer;</p> <p>-Subcontractor whose value of works to be performed or services to be provided is equal to or exceeds 10'000 (ten thousand) euros of the contract price;</p> <p>-Person on whose capacity Tenderer is relying to certify its compliance with the requirements;</p> <p>-Person who has decisive influence in the sense of the normative/regulatory acts is a legal person or association of persons <u>is registered in an offshore</u>⁶.</p>	<ul style="list-style-type: none"> - For a Tenderer; - For subcontractor whose value of works to be performed or services to be provided is equal to or exceeds 10'000 (ten thousand) euros of the contract price; - For a person on whose capacity Tenderer is relying to certify its compliance with the requirements; <u>who is registered or residing in Latvia</u>, the Contracting authority will verify the information itself in publicly available databases; - For a Tenderer; - For subcontractor whose value of works to be performed or services to be provided is equal or exceed 10'000 (ten thousand) euros of the contract price; - For a person on whose capacity Tenderer is relying to certify its compliance with the requirements;

⁶ **Offshore:** low tax or tax-free country or territory in accordance with Corporate income tax law of the Republic of Latvia except Member States of EEA (European Economic Area) or its territories, Member States of the World Trade Organization Agreement on State Treaties or territories and such countries and territories with which European Union and Republic of Latvia has international agreements for open market in public procurement area.

No	The reason for the exclusion	Documents demonstrating the absence of the exclusion grounds ²
		<p><u>who is registered or residing outside of Latvia</u> shall submit a copy of a valid registration certificate or a similar document issued by a competent authority, wherefrom at least the fact of registration country of the Tenderer can be determined;</p> <p>For a person who has decisive influence on participation in the sense of the normative/regulatory acts who is registered or residing in Latvia and who is registered or residing outside of Latvia, Tenderer shall submit a statement approved by competent authority, indicating persons with decisive influence.</p>
8.1.6.	<p>The owner or shareholder (with more than 25% of share capital) of:</p> <ul style="list-style-type: none"> -Tenderer; -Subcontractor whose value of works to be performed or services to be provided is equal or exceeds 10`000 (ten thousand) euros of the contract price; -Person on whose capacity Tenderer is relying to certify its compliance with requirements; -Person who has decisive influence on participation in the sense of the normative/regulatory acts <p>who is registered in Republic of Latvia, is a registered offshore company (legal person) or offshore association of persons.</p>	<p>For:</p> <ul style="list-style-type: none"> - A Tenderer who is registered in Latvia; - A subcontractor whose value of works to be performed or services to be provided is equal to or exceeds 10`000 (ten thousand) euros or the contract price who is registered in Latvia; - A person on whose capacity the Tenderer is relying to certify its compliance with the requirements who is registered in Latvia; - A Person who has decisive influence on participation in the sense of the normative/regulatory acts who is registered in Latvia; <p>Contracting authority will verify the information itself in publicly available databases.</p> <ul style="list-style-type: none"> - If such information by publicly available data bases is not provided, Tenderer shall submit self – declaration which approves the fact that there are no registered owners or shareholders of the Tenderer (with more than 25% of share capital) who are registered offshore.
8.1.7.	<p>International or national sanctions or substantial sanctions by the European Union (EU) or the North Atlantic Treaty Organization (NATO) Member State affecting the interests of the financial and capital market has been imposed to the:</p> <ul style="list-style-type: none"> 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, 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>and such sanctions can affect the execution of the Contract.</p>	<ul style="list-style-type: none"> - For a Tenderer registered or residing in Latvia, the Contracting authority will verify the information itself in publicly available databases. - For a Tenderer registered or residing outside of Latvia, Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence 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.

No	The reason for the exclusion	Documents demonstrating the absence of the exclusion grounds ²

8.2. Legal standing and suitability to pursue the professional activity

No	Requirement	Documents to be submitted
8.2.1.	The Tenderer or all members of the partnership (if the Tenderer is a partnership) 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.	<ul style="list-style-type: none"> - For a Tenderer (or a member of a partnership), a person on whose capacity a Tenderer relies, which is a legal person registered in Latvia, the Contracting authority will verify the information itself in publicly available databases. - For a Tenderer (or a member of a partnership), a person on whose capacity a Tenderer relies, which is a natural person – a copy of an identification card or passport. - For a Tenderer (or a member of a partnership), a person on whose capacity a Tenderer relies, which is a legal person registered abroad (with its permanent place of residence abroad) – a copy of a valid registration certificate or a similar document issued by a foreign authority in charge of the registration of legal persons in the country of their residence wherefrom at least the fact of registration, shareholders, officials and procura holders (if any) can be determined. - If a Proposal is submitted by a partnership, the Proposal shall include an agreement (or letter of intent to enter into agreement) signed by all members on the participation in the Procurement which lists responsibilities of each and every partnership members and which authorizes one key member to sign the Proposal and other documents, to receive and issue orders on behalf of the partnership members, and with whom all payments will be made. The Tenderer additionally indicates (in this document) 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. - 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, then a document certifying the rights of the persons who have signed the Proposal or any other documents to represent the Tenderer, a member of the partnership or a person on whose capacity the Tenderer is relying (powers of attorney, authorization agreements etc.) must be attached.
8.2.2.	The representative of the Tenderer, or a member of a partnership, or a person on whose capacity a Tenderer relies 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.	<ul style="list-style-type: none"> - A document confirming the right of signature (representation) of the representative of the Tenderer or a member of a partnership, or a person on whose capacity a Tenderer relies, who signs the Proposal. For a Tenderer (or a member of a partnership), a person on whose capacity a Tenderer relies, which is a legal person registered in Latvia, the Contracting authority will verify the information itself in publicly available databases.

No	Requirement	Documents to be submitted
		<ul style="list-style-type: none"> - If the Tenderer (or a member of a partnership), or a person on whose capacity a Tenderer relies, 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.

8.3. Economic and financial standing

No	Requirement	Documents to be submitted
8.3.1.	<p>The Tenderer's or all members of the partnership together (if the Tenderer is a partnership and confirms the average financial turnover jointly), average financial turnover within the last 3 (three) financial years, i.e. 2022, 2023, 2024 is not less than EUR 80 000, 00 (eighty thousand euros, 00 euro cents).</p> <p>In the event the average financial turnover of a limited liability member of a limited partnership (within the meaning of Latvian Commercial Law, Chapter X) exceeds its investment in the limited partnership, the average financial turnover shall be 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) or entity on whose capabilities the Tenderer is relying to certify its financial and economic performance 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>	<ul style="list-style-type: none"> - Filled in and signed Annex 8 "Confirmation of financial standing" (by the Tenderer or each member of the partnership (if the Tenderer is a partnership) or entity on whose capabilities the Tenderer is relying on to certify its financial and economic performance and who will be financially and economically responsible for fulfilment of the Contract). - Audited or self-approved (if the annual financial statement is not required by the law of the country of residence of the Tenderer) annual financial statements for financial years 2022, 2023, 2024 showing the turnover of the Tenderer or each member of the partnership on whose capacity Tenderer is relying to certify its financial and economic performance and who will be financially responsible for the fulfilment of the Contract (if the Tenderer is a partnership), or other entity on whose capacity Tenderer is relying to certify its financial and economic performance and who will be financially responsible for the fulfilment of the Contract. - If an application is submitted by a partnership or in case the Tenderer is relying on capabilities of other entity to certify its financial and economic performance, the Tenderer shall indicate the member of the partnership or entity on whose capabilities the 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 intention to enter into such agreement) (please see Section 9 of the Regulations for detailed information). - For a limited partnership (within the meaning of Latvian Commercial Law, Chapter X) an additional document evidencing the amount of the investment by the limited liability partner (the partnership agreement or a document with a similarly binding legal effect). - In the case the previous three financial years of particular Tenderer differs from financial years (2022, 2023, 2024) stated in Regulation or the financial report isn't available, financial turnover shall be indicated for the previous three financial years where audited or approved financial report is available.

8.4. Technical and professional ability

No	Requirement	Documents to be submitted
8.4.1.	During execution of the Contract the Tenderer must ensure involvement of key experts which meet the following requirements:	<ul style="list-style-type: none"> - Filled in Annex No 4 "Description of Expert's experience" of the Regulations. - Copies of reference from respective clients or similar documents provided by the third party (the Client/ Contracting Authority) evidencing the experience.
8.4.1.1.	<p>At least 1 (one) insurance-rule making expert with following experience:</p> <ul style="list-style-type: none"> - Within the last 5 (five) years (from 2020) until the proposal submission date this expert has made recommendations on insurance provisions in at least 1 (one) infrastructure contract*, where: <ul style="list-style-type: none"> (a) the value of such infrastructure contract was not less than EUR 1 million; and (b) the infrastructure contract had to comply with the insurance related regulatory enactments of Latvia. <p><i>*An infrastructure project is a proposed plan to build, maintain, and upkeep infrastructural facilities, systems, and services, i.e., building new roads, constructing new power plants, maintaining sewage systems, and providing drinking water to the public are all examples of infrastructure projects.</i></p> <ul style="list-style-type: none"> - Proposed Expert shall have at least C1 English language skill. 	<ul style="list-style-type: none"> - The Tenderer may propose that the same person fulfils role of multiple experts indicated in Section 8.4.1.1.-8.4.1.6. of the Regulations, provided that the experience of a such person fully meets the requirements for the specific expert role for which he or she has been nominated. If this option is used, Annex No 4 "Description of Expert's experience" of the Regulations must be filled in separately for each of the expert roles this person is applied for.
8.4.1.2.	<p>At least 1 (one) insurance-rule making expert with following experience:</p> <ul style="list-style-type: none"> - Within the last 5 (five) years (from 2020) until the proposal submission date this expert has made recommendations on insurance provisions in at least 1 (one) infrastructure contract*, where: <ul style="list-style-type: none"> (a) the value of such infrastructure contract was not less than EUR 1 million; and (b) the infrastructure contract had to comply with the insurance related regulatory enactments of Lithuania. <p><i>*An infrastructure project is a proposed plan to build, maintain, and upkeep infrastructural facilities, systems, and services, i.e., building new roads, constructing new power plants, maintaining sewage systems, and providing drinking water to the public are all examples of infrastructure projects.</i></p> <ul style="list-style-type: none"> - Proposed Expert shall have at least C1 English language skill. 	
8.4.1.3.	At least 1 (one) insurance-rule making expert with following experience:	

No	Requirement	Documents to be submitted
	<ul style="list-style-type: none"> - Within the last 5 (five) years (from 2020) until the proposal submission date this expert has made recommendations on insurance provisions in at least 1 (one) infrastructure contract*, where: <ul style="list-style-type: none"> (a) the value of such infrastructure contract was not less than EUR 1 million; and (b) the infrastructure contract had to comply with the insurance related regulatory enactments of Estonia. <p><i>*An infrastructure project is a proposed plan to build, maintain, and upkeep infrastructural facilities, systems, and services, i.e., building new roads, constructing new power plants, maintaining sewage systems, and providing drinking water to the public are all examples of infrastructure projects.</i></p> <ul style="list-style-type: none"> - Proposed Expert shall have at least C1 English language skill. 	
8.4.1.4.	<p>At least 1 (one) insurance term assessment expert, with following experience:</p> <p>Within the last 5 (five) years (from 2020) until the proposal submission date this expert has assessed Construction All Risk Insurance or Third-party Liability Insurance policy's compliance with the requirements of at least 1 (one) infrastructure contract*, where:</p> <ul style="list-style-type: none"> (a) the value of such infrastructure contract was not less than EUR 1 million; and (b) the infrastructure contract had to comply with the insurance related regulatory enactments of Latvia. <p><i>*An infrastructure project is a proposed plan to build, maintain, and upkeep infrastructural facilities, systems, and services, i.e., building new roads, constructing new power plants, maintaining sewage systems, and providing drinking water to the public are all examples of infrastructure projects.</i></p> <ul style="list-style-type: none"> - Proposed Expert shall have at least C1 English language skill. 	
8.4.1.5.	<p>At least 1 (one) insurance term assessment expert, with following experience:</p> <p>Within the last 5 (five) years (from 2020) until the proposal submission date this expert has assessed Construction All Risk Insurance or Third-party Liability Insurance policy's compliance with the requirements of at least 1 (one) infrastructure contract*, where:</p>	

No	Requirement	Documents to be submitted
	<p>(a) the value of such infrastructure contract was not less than EUR 1 million; and</p> <p>(b) the infrastructure contract had to comply with the insurance related regulatory enactments of Lithuania.</p> <p><i>*An infrastructure project is a proposed plan to build, maintain, and upkeep infrastructural facilities, systems, and services, i.e., building new roads, constructing new power plants, maintaining sewage systems, and providing drinking water to the public are all examples of infrastructure projects.</i></p> <ul style="list-style-type: none"> - Proposed Expert shall have at least C1 English language skill. 	
8.4.1.6.	<p>At least 1 (one) insurance term assessment expert, with following experience:</p> <p>Within the last 5 (five) years (from 2020) until the proposal submission date this expert has assessed Construction All Risk Insurance or Third-party Liability Insurance policy's compliance with the requirements of at least 1 (one) infrastructure contract*, where:</p> <p>(a) the value of such infrastructure contract was not less than EUR 1 million; and</p> <p>b) the infrastructure contract had to comply with the insurance related regulatory enactments of Estonia.</p> <p><i>*An infrastructure project is a proposed plan to build, maintain, and upkeep infrastructural facilities, systems, and services, i.e., building new roads, constructing new power plants, maintaining sewage systems, and providing drinking water to the public are all examples of infrastructure projects.</i></p> <ul style="list-style-type: none"> - Proposed Expert shall have at least C1 English language skill. 	

- 8.5. Information provided in the Proposal to prove the compliance with above-mentioned requirements for Technical and professional ability (Section 8.4 of the Regulations) shall be clear and understandable without any additional analysis or external proof of the submitted information. The Contracting authority shall not be obliged to use additional sources of information to decide regarding Tenderer's compliance with the qualification requirements. The Tenderer shall remain fully responsible for the provision of sufficiently detailed information in the Proposal required to confirm clearly the compliance with qualification requirements set in the Regulations.
- 8.6. Statements and other documents issued by competent authorities of the Republic of Latvia in the cases referred to in Public Procurement Law of the Republic of Latvia shall be accepted and recognised 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 recognised 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. This rule does not apply to specialist's diploma providing relevant level of education, fact of registration supporting documents, copies of ID cards, passports, marriage certificates or documents certifying economic standing of the Tenderer.

- 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 will be verified in accordance with the Regulations stipulated in Paragraph 8 and 9 of Article 9 of the Public Procurement Law and Section 11.¹ of the Law On International Sanctions and National Sanctions of the Republic of Latvia. If the Tenderer is subject to any of the exclusion grounds under Section 8.1. 1., 8.1.3., and 8.1.4., the Tenderer shall indicate this fact in application (Annex No 2) and provide explanations and evidence regarding the reimbursement of the damage caused or an agreement on the reimbursement of the damage caused, cooperation with the investigating authorities and the technical, organizational or personal management measures taken to demonstrate their reliability and prevent recurrence of the same and similar cases in the future.
- 8.9. If the Tenderer doesn't submit explanations and evidence, Contracting Authority shall exclude the Tenderer from participating in the procurement procedure as compliant to the exclusion grounds under Section 8.1. 1., 8.1.3., and 8.1.4.
- 8.10. Contracting Authority shall evaluate the measures taken by the Tenderer, member of the partnership (if the Tenderer is a partnership) and evidences thereof, taking into account the severity of the criminal offence or infringement and the specific circumstances. The Contracting Authority may request from the competent authorities in the relevant field of criminal offence or infringement concerned opinions whether the measures taken by the Tenderer are sufficient to restore reliability and to prevent the same or similar cases in the future. The opinion shall not be requested if it is already available for the Contracting Authority or the Tenderer has submitted an opinion of the relevant authority in the field of criminal offence or infringement regarding the sufficiency of the measures taken by the relevant Tenderer for the restoration or reliability and for the prevention of the same and similar cases in the future.
- 8.11. If the Tenderer considers the measures taken to be sufficient to restore reliability and prevent similar cases in the future, Contracting Authority shall take a decision not to exclude the relevant Tenderer from participating in the procurement procedure. If the measures taken are insufficient, the Contracting Authority shall take a decision to exclude the Tenderer from further participating in the procurement procedure.
- 8.12. In case any of requirements related to the exclusion grounds and stipulated in this Regulations differs from the requirements established in the Article 9 of the Public Procurement Law of Republic of Latvia and Section 11.¹ of the Law On International Sanctions and National Sanctions of the Republic of Latvia, the requirements of regulatory enactments shall prevail and the Procurement commission shall act in accordance with requirements specified in the relevant regulatory enactments.

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 relating to the 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 indicates in the Proposal all persons on whose capacity it relies by filling in the table which is attached as Annex No 5 "Other entities on whose capacity Tenderer relies" and proves to the Contracting authority that the Tenderer shall 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; or submitting letter of intention to enter into such agreement. The confirmations and agreements on cooperation and passing of resources can be replaced by the Tenderer with any other type of documents with which the Tenderer is able to prove that the necessary resources will be available to the Tenderer and will be used during the term of fulfilment of the Contract.

- 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 the Contract, as well as that during the validity of the Contract the Tenderer will in fact use the resources of such person upon whose capacity the Tenderer relies.
- 9.2. The Contracting authority will evaluate the person on whose capacity the Tenderer to whom the rights to conclude the Contract should be assigned is relying according to Section 8.1.1.-8.1.6. of the Regulations.

10. SUBCONTRACTING

- 10.1. In the fulfilment of the Contract the Tenderer may involve sub-contractors. In this case the Tenderer indicates in the Proposal all sub-contractors by filling in the table which is attached as Annex No 6, fills necessary information in E-Tenders system and proves to the Contracting Authority that the Tenderer shall have available all the necessary resources for the fulfilment of the Contract, by submitting a signed document (statement, confirmation or agreement on cooperation and/or passing of resources to the Tenderer between such sub-contractors and the Tenderer or letter of intention to enter in such agreement or any other similar document). The documents named before can be replaced by the Tenderer with any other type of documents with which the Tenderer is able to prove that the necessary resources will be available to the Tenderer and will be used during the term of fulfilment of the Contract.
- 10.2. The Contracting Authority shall evaluate the sub-contractor whose share of services is equal to or exceeds 10'000 (ten thousand) euros of the Contract price of the Tenderer to whom the rights to conclude the Contract should be assigned according to Sections 8.1.1. to 8.1.6. of the Regulations. In case sub-contractor whose share of services is equal to or exceeds 10'000 (ten thousand) euros of the Contract price, will comply with any of the exclusion grounds, the Contracting Authority shall request Tenderer to change such sub-contractor. If the Tenderer shall not submit documents about another sub-contractor which complies with the selection criteria within 10 (ten) business days from the date when the request was issued or sent to the Tender, the Contracting Authority shall exclude such Tenderer from further participation in the open competition.
- 10.3. Contracting Authority reserves the right to request the Tenderer to identify all the sub-contractors involved in delivery of services irrespective of the amount of participation in the provision of services upon signing the contract.

11. TECHNICAL PROPOSAL

The technical proposal shall be prepared as confirmation and submitted in accordance with the form "Technical Proposal" set out in Annex No 3.

12. FINANCIAL PROPOSAL

- 12.1. The Financial proposal shall be submitted as part of Annex No 7 "Financial proposal" of the Regulations.
- 12.2. Tenderer shall indicate an hourly rate for provision of Services.
- 12.3. The proposed price shall include all taxes, fees and payments, and all costs related to the fulfilment of the Services except VAT.
- 12.4. Tenderer shall include any travel expenses (if any arise) in proposed contract price. Contracting authority will not additionally reimburse any travel expenses incurred by Tenderer during the provision of Services.
- 12.5. The proposed price shall be specified in EUR.
- 12.6. The price 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.

13. CONTENTS AND FORM OF THE PROPOSAL

- 13.1. Proposal must be submitted electronically on E-Tenders subsystem of the Electronic Procurement System in accordance with the following options for the Tenderer:
 - 13.1.1. by using the available tools of E-Tenders subsystem, filling the attached forms of the E-Tenders subsystem for Procurement;
 - 13.1.2. by preparing and filling the necessary electronic documents outside the E-Tenders subsystem 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 E-Tenders subsystem with data protection tools provided by third parties, and protection with electronic key and password (in this situation, 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, 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 on Contracting authority's profile in E-Tenders subsystem (<https://www.eis.gov.lv/EKEIS/Supplier/Procurement/147180>) in a Microsoft Office 2010 (or later) format and attached to the Procurement;
 - 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-stamp⁷ and sign Application form, Technical proposal, Financial proposal and other documents separately. The Proposal (its parts, if signed separately) is signed by an authorized person, including its authorization document (e.g. power of attorney) *expresis verbis* the authorisations to sign, submit and otherwise manage the documents.
- 13.3. Documents to be included in the Proposal:
 - 13.3.1. Application for participation in the Procurement in accordance with Annex No 2 of the Regulations;
 - 13.3.2. Technical proposal (confirmation) (please see Section 11 of the Regulations);
 - 13.3.3. Financial proposal in accordance with Annex No 7 and Section 12 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);
 - 13.3.5. Information and documents relating to subcontractors and other entities on whose capacity the Tenderer is relying (in accordance with Annex No 5 and Annex No 6 of the Regulations).
- 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. For the document to gain legal force it must be issued and formatted in accordance with the Law on Legal Force of Documents of the Republic of Latvia (<https://likumi.lv/ta/en/id/210205-law-on-legal-force-of-documents>) but public documents issued abroad shall be formatted and legalized in accordance with the requirements of the Document Legalization Law of the Republic of Latvia (<https://likumi.lv/ta/en/en/id/155411-document-legalisation-law>). 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.

⁷ Qualified electronic signature within the meaning of REGULATION (EU) No 910/2014 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC.

- 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 (please see the Section 8.2.2 of the Regulations).
- 13.6. The Tenderer shall prepare Proposal in electronic form using the E-Tenders system available at <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/147180>.

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 Section 13.1.3 of the Regulations), Tenderer must provide the Procurement commission with the electronic key with the password to unlock the information not later than in 15 (fifteen) minutes after the deadline of the Proposal submission.

15. SUBMISSION AND OPENING 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 at <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/147180> by:

27 May 2025 till 11:00 (Riga time).

- 15.2. The Tenderer may recall or amend its submitted Proposal before the expiry of the deadline for the submission of Proposals by using the E-Tenders system.
- 15.3. Only Proposals submitted through 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.
- 15.4. The Proposals will be opened on the E-Tenders system on **27 May 2025 15:00 (Riga time)** during the opening session. It is possible to follow the opening of submitted Proposals online on the E-Tenders system.
- 15.5. Proposals will be opened by using the tools offered by E-Tenders system. The public information of the Proposals will be published in the E-Tenders system.
- 15.6. The information regarding the Tenderer, the time of Proposal submission 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 in the E-Tenders system and the Contracting authority's webpage.

16. VERIFICATION OF PROPOSALS FOR COMPLIANCE

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

17. VERIFICATION OF TECHNICAL PROPOSALS

The Procurement commission verifies whether the submitted Technical proposals comply with the requirements stipulated in the Section 11 of the Regulations.

18. VERIFICATION OF FINANCIAL PROPOSALS

- 18.1. The Procurement commission verifies whether Tenderers have completed Annex No 7 "Financial proposal" of the Regulations in accordance with the requirements.

- 18.2. The Procurement commission verifies whether there are any arithmetical errors in Financial proposals and assesses and compares the contract prices proposed.
- 18.3. If the Procurement commission finds arithmetical errors in Financial proposal, it corrects these errors. The Procurement commission informs the Tenderer whose arithmetical errors have been corrected about the correction of arithmetical errors and the corrected Financial proposal.
- 18.4. When evaluating the corrected Financial proposal, the Procurement commission takes corrections into account.
- 18.5. 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.
- 18.6. The Procurement commission further evaluates only compliant Proposals.

19. CONTRACT AWARD CRITERIA

- 19.1. The Proposal selection criterion for the most economically advantageous proposal is price: the proposed lowest hourly rate.
- 19.2. The Contract will be awarded to the Tenderer whose proposal meets all the requirements stipulated in the Regulations of the Procurement and is the most economically advantageous proposal according (proposal with proposed lowest hourly rate) to contract award criteria.
- 19.3. In case several Tenderers will propose equal hourly rate price, Procurement commission will invite representatives of those particular Tenderers and organize a draw. In situation, when representatives of Tenderers choose to not be present at the draw, Procurement commission will carry out the draw without representatives of Tenderers present by inviting impartial participant from the Contracting authority.

20. TENDERER CHECK PRIOR TO MAKING THE DECISION REGARDING THE CONCLUSION OF THE CONTRACT

- 20.1. Prior to making the decision about assigning rights to conclude the Contract, the Procurement commission performs a check regarding the existence of exclusion grounds, this shall apply for persons indicated in Section 8.1.1. of the Regulations.
- 20.2. If in accordance with the information published in the last day of the last data update in a public database on the last day of the Proposal submission or on the day when the decision regarding the possible assignment of rights to conclude a Contract is made
 - The Tenderer;
 - Member of a partnership (if the Tenderer is a partnership);
 - Subcontractor whose value of works to be performed or services to be provided is at least 10`000 (ten thousand) euros of the contract price;
 - Person on whose capacity the Tenderer is relying to certify its compliance with the requirements;
 - Beneficial owner of the Tenderer;
 - Person who has decisive influence on participation in the sense of normative/regulatory acts; have tax debts, including state mandatory insurance contribution debts, in Latvia in accordance with the Law "On Taxes and Fees" or in a country where it has been incorporated or is permanently residing in, in accordance with the laws and regulations of the country of registration or residence has unfulfilled obligations in the field of taxes.
- 20.3. The Procurement commission informs the Tenderer and sets a deadline according to Public Procurement Law of the Republic of Latvia for the submission of a statement evidencing the absence of tax debt, including state mandatory insurance contributions debts, on the last day of Proposal submission or on the day when the decision regarding the possible assignment of the right to conclude a Contract has been made.
- 20.4. If the Tenderer fails to submit required evidence about itself before the deadline, the Procurement commission excludes the Tenderer from participation in the Procurement.

21. DECISION MAKING, ANNOUNCEMENT OF RESULTS AND ENTERING INTO A CONTRACT

- 21.1. The Procurement commission selects the Tenderers in accordance with the set selection criteria for Tenderers, verifies the compliance of the Proposals with the requirements stipulated in the Regulations and chooses the Proposal in accordance with the contract award criteria as described in Section 19 of the Regulations. Tenderer with the lowest price Proposal shall be selected.
- 21.2. Within 3 (three) business days from the date of decision about the Procurement results the Procurement commission informs all Tenderers about the decision made by sending the information by post or electronically (including through 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 successful Tenderer, indicating:
 - 21.2.1. to the rejected Tenderer - the reasons for rejecting its Proposal;
 - 21.2.2. to the Tenderer who has submitted an eligible Proposal - the characterization of the successful Proposal and the relative advantages;
 - 21.2.3. the deadline by which the Tenderer may submit an application to the Administrative court regarding violations of the public procurement procedure.
- 21.3. If the Procurement is terminated, the Procurement commission within 3 (three) business days simultaneously informs all Tenderers about the date of decision, all the reasons because of which the Procurement is terminated and informs about the deadline within which a Tenderer may apply to the Administrative court regarding the violations of the public procurement procedure.
- 21.4. The Procurement commission when informing of 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.
- 21.5. The selected Tenderer upon receiving the specific notification from Procurement commission must:
 - 21.5.1. within 5 (five) business days – to submit to the Contracting authority a copy of partnership agreement or notification regarding the establishment of the partnership, if required pursuant to requirements under Section 7.1.2.1 of the Regulations;
 - 21.5.2. within 10 (ten) days – to sign the Contract.
- 21.6. The Contract is concluded based on the Tenderer's Proposal and in accordance with Annex No 9 "Draft contract".
- 21.7. The Procurement commission has the right to choose the next most economically advantageous Proposal, if the Tenderer in the time stipulated by the Regulations:
 - 21.7.1. refuses to conclude a partnership contract or 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 contract, or does not inform of the founding of a partnership company;
 - 21.7.2. refuses to conclude the Contract or does not submit signed Contract within the deadlines defined in the Regulations.
- 21.8. In any of such a case mentioned in Section 21.7 of the Regulations the Procurement commission is entitled to terminate this Procurement without selecting any Proposal or to select the Proposal with the next lowest proposed contract price. For either of these decisions a written decision must be made.
- 21.9. Prior to making the decision regarding the conclusion of the Contract with the next Tenderer, the Procurement commission assesses whether the next Tenderer is one market participant together with the initially selected Tenderer. If the next selected Tenderer is found to be one market participant together with the initially selected Tenderer or it does not comply with requirements set in the Section 21.5 of the Regulations, the Procurement commission decides to terminate the Procurement without selecting any Proposal.

ANNEXES:

1. Technical specification on 5 (five) pages;

2. Application for participation in the Procurement on 2 (two) pages;
3. Technical proposal (confirmation) on 1 (one) page;
4. Description of Expert`s experience on 7 (seven) pages;
5. Other entities on whose capacity Tenderer relies on 1 (one) page;
6. A list of subcontractors on 1(one) page;
7. Financial proposal on 1 (one) page;
8. Confirmation of the Tenderers financial standing on 1 (one) page;
9. Draft contract on 29 (twenty-nine) pages.

ANNEX NO 1: TECHNICAL SPECIFICATION

**TECHNICAL SPECIFICATION FOR THE PROCUREMENT
"INSURANCE RELATED CONSULTATION SERVICES"
(ID NO RBR 2025/6)**



**Co-funded by
the European Union**

Riga
2025

1. INTRODUCTION TO RAIL BALTICA

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

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

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

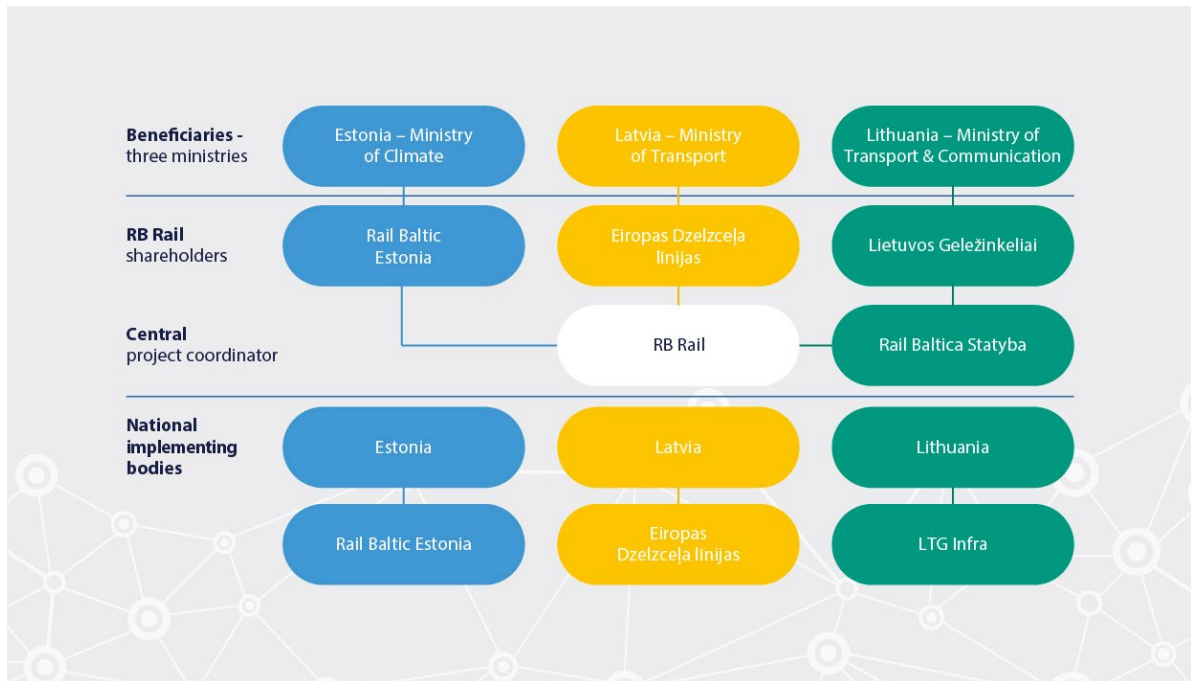
Rail Baltica is already designed to become a part of the EU TEN-T North Sea – Baltic Core Network Corridor, which links Europe's largest ports of Rotterdam, Hamburg and Antwerp – through the Netherlands, Belgium, Germany and Poland – with the three Baltic States, further connecting to Finland via the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

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

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

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

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



For the sake of clarity:

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

RB Rail AS (together with governments of Estonia, Latvia and Lithuania (represented by the ministries in charge of transport policy) have applied for co-financing and signed Grant Agreements under the Connecting Europe Facility (CEF) Transport sector call in 2014, 2015, 2016, 2019, 2020, 2021, 2023 and 2024 (eleven grant agreements in total) to support the Global Project expenses. **RB Rail AS activities are not related to sales activities and RB Rail AS has no total revenue or net profit.**

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

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

2. SCOPE OF THE SERVICES

Procurement procedure "Insurance related consultation services", ID No RBR 2025/6 (the "Procurement") is initiated as RB Rail AS (also - the "RBR") is looking for 1 (one) service provider capable of providing assistance related to insurance-related tasks (the "Services"). As part of the provision of the Services, it will be necessary, inter alia, to perform the following tasks:

1. **Review and Establish Insurance Requirements:** The Tendered shall be required to assist in the formulation and implementation of insurance requirements in RBR's contracts, ensuring they align with applicable laws, industry standards, and best market practices.
2. **Provide Expert Guidance on Insurance Conditions:** The Tenderer shall address all queries raised by RBR concerning insurance conditions, offering clear, accurate, and comprehensive responses to facilitate informed decision-making. If necessary, the Tenderer will, at the request of RBR, participate in meetings related to insurance matters.
3. **Policy Review and Compliance Assurance:** The Tenderer shall conduct a thorough review of all insurance policies submitted by RBR's cooperation partners to confirm their compliance with the terms of the relevant contracts and relevant legal provisions. Any identified deficiencies or inconsistencies shall be promptly reported to RBR, along with recommendations for corrective action.
4. **General Assistance on other Insurance Matters:** The Tenderer shall provide ongoing advisory support to RBR on various other insurance-related matters, ensuring adherence to best practices and the highest standard of professional care.

All of the Services will need to be provided in connection with contracts relating to the Rail Baltica Global Project Control-Command and Signalling subsystem ("CCS") and for Energy subsystem ("ENE").

It is envisaged that within the provision of the Services the Tenderer, inter alia, will have to work with the following types of insurance policies:

- a. Construction All Risk Insurance;
- b. Third party Liability Insurance;
- c. Professional Indemnity Insurance;
- d. other insurances required by laws and local practice.

It is/shall be foreseen that all of the insurance requirements and insurance policies related to CCS and ENE contracts must comply with laws and insurance regulations in Republic of Estonia, Republic of Latvia, Republic of Lithuania (depending on the specific area of construction).

Payment to the Tenderer for the Services will be made on the basis of the hourly rate quoted. The performance of the Services will be on an on-demand basis, without any guaranteed volumes. Ordering of Services shall be in accordance with the procedures set out in the Agreement.

It will be mandatory for the Tenderer to have the following skills and qualities at the time of provision of the Services:

1. **Due Diligence and Risk Mitigation:** The Tenderer shall exercise due diligence in analyzing insurance documentation, identifying potential risks, and advising on appropriate coverage to safeguard the interests of RBR. It is also expected that all matters will be dealt with the highest level of care and according best market practice.
2. **Confidentiality and Professional Integrity:** The Tenderer shall maintain strict confidentiality concerning all information received and processed during the engagement and shall conduct all activities in a manner consistent with professional ethics and fiduciary obligations.
3. **Language:** All Services shall be provided in impeccable English.
4. **Non-Disclosure Agreements:** The RBR will have the right to require the Tenderer's designated personnel to sign non-disclosure agreements and the Tenderer will be required to ensure the submission of such signed documents.

3. KEY EXPERTS

- 3.1. It is requested that the entrusted assignments shall be carried out by insurance rule-making experts and insurance term assessment experts who comply with the minimum qualification criteria stipulated in Section 8.4 of the Procurement Regulations and below. The Tenderer may propose one expert for several positions stipulated in Section 8.4 of the Procurement Regulations, if proposed expert meets the requirements for the specific position and it will not negatively affect the provision of the Services. By submitting a Proposal, the Tenderer confirms that all proposed experts have the required professional experience and abilities.
- 3.2. In complying with the requirements set out in clause 8.4. of the Regulations, the Tenderer must take into account that the Tenderer must name only those projects where the key expert has participated as a lead expert during the specified period. Participation of the key expert in a project means full responsibility for completing the assigned task. The RBR reserves the right to request copies of documentation of the particular project proving the key expert's role in a project and the responsibilities covered.
- 3.3. The Tenderer shall not be allowed to change its key experts during the execution of the Contract without the prior written approval of the RBR. The RBR shall only be allowed to grant an approval for such a change if the new expert meets all the same qualification criteria as the expert to be substituted.
- 3.4. The RBR reserves the right to request the Tenderer to replace any involved expert in case of any of the following reasons:
 - 3.4.1 carelessness performance of duties;
 - 3.4.2 incompetence or negligence;
 - 3.4.3 non-fulfilment of obligations or duties stipulated in the Contract;
 - 3.4.4 poor knowledge of English language (unsatisfactory presentation, writing skills in English);
 - 3.4.5 termination of employment relations or cooperation agreement with the Tenderer;
 - 3.4.6 in other cases specified in the Contract.
- 3.5. Within the framework of the performance of the Contract, the RBR will always have the right to request that specific Services are performed by a specific expert referred in Clause 3.1. of this document.

4. CONFIDENTIALITY, INDEPENDENCE AND ABSENCE OF CONFLICT OF INTEREST

- 4.1. The Tenderer (including experts) is expected to ensure its contractual and professional obligations in particular with regard to confidentiality, independence and absence of conflict of interests are well understood and upheld throughout and after the implementation of any assignment.
- 4.2. It will be Tenderer's responsibility to ensure that all the experts and other parties involved on behalf of the Tenderer shall remain independent from any activities of other parties, companies, or organizations whatsoever directly acting against the RBR (including but not limited to litigation and procedures for examination of complaints according to the Public Procurement Law) and shall avoid any legally binding relations or any other kind of relations with such parties.

Date of preparation of the Technical Specification: 12.05.2025

ANNEX NO 2: APPLICATION

APPLICATION FOR PARTICIPATION IN THE PROCUREMENT "INSURANCE RELATED CONSULTATION SERVICES" (ID NO RBR 2025/6)

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	
Tender's or all members of partnership taxpayer number in Latvia <i>(must be filled in about all relevant persons if a taxable person's number has been assigned in Latvia, otherwise please fill "N/A")</i>	
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 Procurement "Insurance related consultation services", ID No RBR 2025/6;
2. Confirms that, if the Tenderer will be awarded the Contract, the Tenderer will provide quality and timely performance of the contractual liabilities for the offered price and in accordance with the requirements of the Annex No 1 "Technical specification" of the Regulations and its Technical proposal;
3. Confirms that Regulations are clear and understandable, that it does not have any objections and complaints and that in the case of granting the right to enter into a Contract it will fulfil all conditions of the Regulations as well as enter into a Contract in accordance with the Draft contract enclosed with the Regulations (Annex No 9);
4. Confirms that in the preparation and submission of its Proposal, Tenderer has fully considered all the clarifications issued by the Contracting authority;

5. Confirms that Tenderer has prepared the Proposal without connection with any other person, company or parties likewise submitting a Proposal and that it is prepared in all respects for in good faith, without collusion or fraud;
6. Confirms that Tenderer's offered services are free from all liens, interests or other rights of third parties;
7. Confirms that Tenderer is not under investigation in relation with and has not been charged for any unlawful activity,
8. Agrees that the Contracting authority reserves itself the right to reject any or all Proposals and cancel the Procurement before entry into Contract on the grounds specified in the Regulations or the law.
9. Guarantees that all information and documents provided are true.

10. Confirms⁸ that meets the criteria of (please indicate by ticking relevant box):

☐ a small ☐ medium ☐ other

sized enterprise⁹ as defined in the Article 2 of the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprise.¹⁰

11. Information on beneficial owners¹¹ of the Tenderer:

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

[date of signing]

[name and position of the representative of the Tenderer]

⁸ Tenderer must indicate size of enterprise for each member of the partnership, if the Tenderer is a partnership.

⁹ 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.

¹⁰ 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

¹¹ 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 3 "TECHNICAL PROPOSAL"**TECHNICAL PROPOSAL FOR THE PROCUREMENT****"INSURANCE RELATED CONSULTATION SERVICES"
(ID NO RBR 2025/6)**

I, hereby certify that the Tenderer <*name of the Tenderer*> has read the "Technical Specification" and the terms of reference contained therein and that it fully understands and agrees with its terms and, if the Tenderer will be awarded the right to conclude the Procurement "Insurance related consultation services" (ID No RBR 2025/6) contract, it undertakes to fulfill all the requirements set out in the Technical Specification for the performance of the service assignment.

[date of signing]

[name and position of the representative of the Tenderer]

ANNEX NO 4: DESCRIPTION OF EXPERT`S EXPERIENCE**DESCRIPTION OF THE EXPERT`S EXPERIENCE FOR THE PROCUREMENT
"INSURANCE RELATED CONSULTATION SERVICES"
(ID NO RBR 2025/6)**

The Tenderer submits the applicable completed form for the proposed Expert(s)

GENERAL INFORMATION:

_____ (Name, Surname), _____ (phone, e-mail)

EXPERIENCE OF THE PROPOSED INSURANCE-RULE MAKING EXPERT

For Expert's mentioned in Section 8.4.1.1. of the Regulations

No	Client, client's contact information for references (name of the representative, phone, e-mail) ¹²	Period of provision of services (month/year – month/year)	Title of the infrastructure contract	Value of the infrastructure contract	Please describe provided services and indicate if recommendations on insurance provisions were compliant with the insurance related regulatory enactments of Latvia
1.					
2.					
n+1					

ENGLISH LANGUAGE SKILLS¹³

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

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

I confirm that I have consented that my candidature is proposed in the procurement "Insurance related consultation services", ID No RBR 2025/6.

I confirm that if the Tenderer [name of the tenderer or members of the partnership] will conclude the Contract as the result of the Procurement, I will participate as **insurance-rule making expert** in the execution of the Contract.

[date of signing]

[signature]

[name of the Expert]

¹² In case of doubt, the Contracting authority has the right to contact the Client to verify that the services specified complies with the requirements set in Section 8.4.1.1. of the Regulations.

¹³ Language skill level is based on Common European Framework of Reference for Languages (see <http://europass.cedefop.europa.eu/resources/european-language-levels-cefr>).

GENERAL INFORMATION:

_____ (Name, Surname), _____ (phone, e-mail)

EXPERIENCE OF THE PROPOSED INSURANCE-RULE MAKING EXPERT

For Expert's mentioned in Section 8.4.1.2. of the Regulations

No	Client, client's contact information for references (name of the representative, phone, e-mail) ¹⁴	Period of provision of services (month/year – month/year)	Title of the Infrastructure contract	Value of the Infrastructure contract	Please describe provided services and indicate if recommendations on insurance provisions were compliant with the insurance related regulatory enactments of Lithuania
1.					
2.					
n+1					

ENGLISH LANGUAGE SKILLS¹⁵

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

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

I confirm that I have consented that my candidature is proposed in the procurement "Insurance related consultation services", ID No RBR 2025/6.

I confirm that if the Tenderer [name of the tenderer or members of the partnership] will conclude the Contract as the result of the Procurement, I will participate as **insurance-rule making expert** in the execution of the Contract.

[date of signing]

[signature]

[name of the Expert]

¹⁴ 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 8.4.1.2. of the Regulations.

¹⁵ Language skill level is based on Common European Framework of Reference for Languages (see <http://europass.cedefop.europa.eu/resources/european-language-levels-cefr>).

GENERAL INFORMATION:

_____ (Name, Surname), _____ (phone, e-mail)

EXPERIENCE OF THE PROPOSED INSURANCE-RULE MAKING EXPERT

For Expert's mentioned in Section 8.4.1.3. of the Regulations

No	Client, client's contact information for references (name of the representative, phone, e-mail) ¹⁶	Period of provision of services (month/year – month/year)	Title of the Infrastructure contract	Value of the Infrastructure contract	Please describe provided services and indicate if recommendations on insurance provisions were compliant with the insurance related regulatory enactments of Estonia
1.					
2.					
n+1					

ENGLISH LANGUAGE SKILLS¹⁷

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

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

I confirm that I have consented that my candidature is proposed in the procurement "Insurance related consultation services", ID No RBR 2025/6.

I confirm that if the Tenderer [name of the tenderer or members of the partnership] will conclude the Contract as the result of the Procurement, I will participate as **insurance-rule making expert** in the execution of the Contract.

[date of signing]

[signature]

[name of the Expert]

¹⁶ 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 8.4.1.3. of the Regulations.

¹⁷ Language skill level is based on Common European Framework of Reference for Languages (see <http://europass.cedefop.europa.eu/resources/european-language-levels-cefr>).

GENERAL INFORMATION:

_____ (Name, Surname), _____ (phone, e-mail)

EXPERIENCE OF THE PROPOSED INSURANCE TERM ASSESSMENT EXPERT

For Expert's mentioned in Section 8.4.1.4. of the Regulations

No	Client, client's contact information for references (name of the representative, phone, e-mail) ¹⁸	Period of provision of services (month/year – month/year)	Title of the Infrastructure contract	Value of the Infrastructure contract	Please describe provided services and indicate if assessed insurance policy was compliant with the insurance related regulatory enactments of Latvia
1.					
2.					
n+1					

ENGLISH LANGUAGE SKILLS¹⁹

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

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

I confirm that I have consented that my candidature is proposed in the procurement "Insurance related consultation services", ID No RBR 2025/6.

I confirm that if the Tenderer [name of the tenderer or members of the partnership] will conclude the Contract as the result of the Procurement, I will participate as **insurance term assessment expert** in the execution of the Contract.

[date of signing]

[signature]

[name of the Expert]

¹⁸ 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 8.4.1.4. of the Regulations.

¹⁹ Language skill level is based on Common European Framework of Reference for Languages (see <http://europass.cedefop.europa.eu/resources/european-language-levels-cefr>).

GENERAL INFORMATION:

_____ (Name, Surname), _____ (phone, e-mail)

EXPERIENCE OF THE PROPOSED INSURANCE TERM ASSESSMENT EXPERT

For Expert's mentioned in Section 8.4.1.5. of the Regulations

No	Client, client's contact information for references (name of the representative, phone, e-mail) ²⁰	Period of provision of services (month/year – month/year)	Title of the Infrastructure contract	Value of the Infrastructure contract	Please describe provided services and indicate if assessed insurance policy was compliant with the insurance related regulatory enactments of Lithuania
1.					
2.					
n+1					

ENGLISH LANGUAGE SKILLS²¹

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

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

I confirm that I have consented that my candidature is proposed in the procurement "Insurance related consultation services", ID No RBR 2025/6.

I confirm that if the Tenderer [name of the tenderer or members of the partnership] will conclude the Contract as the result of the Procurement, I will participate as **insurance term assessment expert** in the execution of the Contract.

[date of signing]

[signature]

[name of the Expert]

²⁰ 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 8.4.1.5. of the Regulations.

²¹ Language skill level is based on Common European Framework of Reference for Languages (see <http://europass.cedefop.europa.eu/resources/european-language-levels-cefr>).

GENERAL INFORMATION:

_____ (Name, Surname), _____ (phone, e-mail)

EXPERIENCE OF THE PROPOSED INSURANCE TERM ASSESSMENT EXPERT

For Expert's mentioned in Section 8.4.1.6. of the Regulations

No	Client, client's contact information for references (name of the representative, phone, e-mail) ²²	Period of provision of services (month/year – month/year)	Title of the Infrastructure contract	Value of the Infrastructure contract	Please describe provided services and indicate if assessed insurance policy was compliant with the insurance related regulatory enactments of Estonia
1.					
2.					
n+1					

ENGLISH LANGUAGE SKILLS²³

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

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

I confirm that I have consented that my candidature is proposed in the procurement "Insurance related consultation services," ID No RBR 2025/6.

I confirm that if the Tenderer [name of the tenderer or members of the partnership] will conclude the Contract as the result of the Procurement, I will participate as **insurance term assessment expert** in the execution of the Contract.

[date of signing]

[signature]

[name of the Expert]

²² 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 8.4.1.6. of the Regulations.

²³ Language skill level is based on Common European Framework of Reference for Languages (see <http://europass.cedefop.europa.eu/resources/european-language-levels-cefr>).

ANNEX NO 5: OTHER ENTITIES ON WHOSE CAPACITY TENDERER RELIES**A LIST OF OTHER ENTITIES ON WHOSE CAPACITY
TENDERER RELIES ON TO MEET THE REQUIREMENT OF THE PROCUREMENT****“INSURANCE RELATED CONSULTATION SERVICES”
(ID NO RBR 2025/6)**

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

[date of signing]

[name and position of the representative of the Tenderer]

ANNEX NO 6: SUBCONTRACTORS

A LIST OF THE SUBCONTRACTORS FOR THE PROCUREMENT "INSURANCE RELATED CONSULTATION SERVICES" (ID NO RBR 2025/6)

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 ²⁴
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					
Total:					
II	Subcontractors the value of services to be provided by which amounts below EUR 10 000 (ten thousand euros)				
1					
2					
n+1					
Total:					
Total (I+II)					

[date of signing]

[signature]

[name and position of the representative of the Tenderer]

²⁴ 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

ANNEX NO 7: FINANCIAL PROPOSAL**FINANCIAL PROPOSAL FOR THE PROCUREMENT****"INSURANCE RELATED CONSULTATION SERVICES"
(ID NO RBR 2025/6)**

The Tenderer [*name of the Tenderer*] offers to deliver Services in accordance with the Annex No 1 "Technical specification" for the following cost²⁵:

Proposed hourly rate (EUR, without VAT) <i>For provision of insurance related consultation services</i>	
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Proposed hourly rate EUR (excl. VAT) for provision of insurance related consultation services in words:

_____.

[date of signing]

[name and position of the representative of the Tenderer]

²⁵ When preparing the Financial proposal, the rules of Section 12 of the Regulations shall be considered.

ANNEX NO 8: CONFIRMATION OF FINANCIAL STANDING

CONFIRMATION OF TENDERER'S FINANCIAL STANDING FOR THE PROCUREMENT "INSURANCE RELATED CONSULTATION SERVICES" (ID NO RBR 2025/6)

1. Section 8.3.1 of the Regulations

The Tenderer's or all members of the partnership together (if the Tenderer is a partnership and confirms the average financial turnover jointly), average annual financial turnover within last 3 (three) years (2022, 2023, 2024) is not less than **EUR 80 000, 00 (forty eighty euros, 00 euro cents)**.

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 (2022, 2023, 2024), the financial turnover must be indicated for the Tenderer's previous 3 (three) reporting years.

No	Year	Total Turnover in EUR		Notes
		The Tenderer or member of the partnership (if the Tenderer is a partnership) on whose capacity Tenderer is relying to certify its financial and economic performance (Section 8.3.1 of the Regulations) and who will be financially and economically responsible for fulfilment of the Contract or other entity on whose capacity Tenderer is relying (if the Tenderer is relying on other entity's capacity) to certify its financial and economic performance and who will be financially and economically responsible for fulfilment of the Contract:		
		Name of the Tenderer/member of a partnership/other entity		
1.	2024			
2.	2022			
3.	2023			
Average annual turnover within the last 3 (three) financial years				

**If the financial turnover is in another currency than euro, for this Proposal it should be recalculated in euro in accordance with the currency exchange rate published by the European Central Bank on the proposal submission date²⁶.*

[date of signing]

[name and position of the representative of the Tenderer]

²⁶ Available here: https://www.ecb.europa.eu/stats/policy_and_exchange_rates/euro_reference_exchange_rates/html/index.en.html

ANNEX NO 9: DRAFT AGREEMENT

PLEASE SEE SEPARATE FILE " INSURANCE RELATED CONSULTATION SERVICES "