

# REGULATIONS

FOR THE OPEN COMPETITION

**“ESTABLISHMENT OF RAIL BALTICA PRIMARY CP0 GEODETIC BENCHMARKS IN ESTONIA,  
LATVIA AND LITHUANIA”**

(IDENTIFICATION NO RBR 2025/8)



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## 1 ABBREVIATIONS AND TERMS

- 1.1 **Common procurement vocabulary (CPV)** – a nomenclature approved by the European Union which is applied in public procurement procedures;
- 1.2 **Contract** - agreement between the Contracting authority and the Contractor on Services and Works;
- 1.3 **Contracting authority (also Client)** - the joint stock company RB Rail AS, registration number: 40103845025, legal address: Satekles iela 2B, Riga, LV-1050, Latvia. The Contracting Authority conducts this procurement on behalf of Osaühing Rail Baltic Estonia, AB "LTG Infra", Ministry of Transport of the Republic of Latvia and Sabiedrība ar ierobežotu atbildību "EIROPAS DZELZCEĻA LĪNIJAS",
- 1.4 **Contractor** - tenderer awarded the right to enter into the Contract in Open competition to provide Services in accordance with requirements stipulated in Regulations and Contract;
- 1.5 **Identification number (ID No)** - designation, which includes the abbreviation of the name of the Contracting authority (the first capital letters), the relevant year and the procurement sequence number in ascending order (RBR 2025/8);\
- 1.6 **The Lead Project Manager** – an individual employed by the Tenderer under the employment or services and works contract with the following main duties with respect of the implementation of the Contract:
  - 1.6.1 general contracting management of services and works performed under the Contract, incl. information sharing with Client and involved personnel;
  - 1.6.2 management of each phase of the services and works under Contract;
  - 1.6.3 ensures compliance with technical requirements of all services and works stages, including inspection during field work.
- 1.7 **Open competition (also - the Procurement)** – procurement procedure "Establishment of Rail Baltica Primary CP0 Geodetic Benchmarks in Estonia, Latvia and Lithuania" (identification number: RBR 2025/8) in which all interested Suppliers are entitled to submit their Proposals;
- 1.8 **Procurement commission** - commission the composition of which has been established by the Contracting authority, order No 1.9-2025-15 dated 26<sup>th</sup> of June 2025;
- 1.9 **Proposal** - documentation package the Tenderer submits to participate in the Open competition;
- 1.10 **Public Procurement Law (PPL)** - Public Procurement Law of the Republic of Latvia;
- 1.11 **Regulations** – regulations of the Open competition "Establishment of Rail Baltica Primary CP0 Geodetic Benchmarks in Estonia, Latvia and Lithuania" (identification number: RBR 2025/8), as well as all the enclosed annexes;
- 1.12 **Supplier** – a natural person or a legal person, a group or association of such persons in any combination thereof, which offers to provide Services;
- 1.13 **Tenderer** – a Supplier which has submitted a Proposal;
- 1.14 **VAT** – Value Added Tax.
- 1.15 **Services** – establishment of Rail Baltica Primary CP0 Geodetic Benchmarks in the Republic of Estonia, Republic of Latvia and Republic of Lithuania in accordance with Annex No 1 "Technical specification" of the Regulations;
- 1.16 **Works** – installation works of CP0 Geodetic Benchmarks on site, including any ancillary or temporary works as may be required in the territory of the Republic of Estonia, Republic of Latvia and Republic of Lithuania.

## 2 GENERAL INFORMATION

- 2.1 The identification number of the Procurement is RBR 2025/8.
- 2.2 The Open competition is co-financed by the Contracting Authority and Connecting Europe Facility (CEF).
- 2.3 The Open competition is organized in accordance with the Public Procurement Law in effect on the date of publishing the contract notice.

- 2.4 The Open competition is carried out using E-Tenders system (<https://www.eis.gov.lv/EKEIS/Supplier>) which is subsystem of the Electronic Procurement System (<https://www.eis.gov.lv/EIS/>).
- 2.5 The Regulations is freely available on Contracting authority's profile in the E-Tenders system on webpage <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/155865> and on the webpage of the Contracting authority <http://railbaltica.org/tenders/>.
- 2.6 Amendments to the Regulations and answers to Suppliers' questions will be published on Contracting authority's profile in the E-Tenders system on webpage <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/155865> and on the Contracting authority's webpage <http://railbaltica.org/tenders/>. It is the Supplier's responsibility to constantly follow the information published on the webpages and to take it into consideration in preparation of its Proposal.
- 2.7 Contact person of the Contracting authority for this Open competition is Procurement Specialist Zane Nore, mobile: +371 28312829, e-mail: [zane.nore@railbaltica.org](mailto:zane.nore@railbaltica.org).
- 2.8 The exchange of information between the Procurement commission and the Supplier or Tenderer shall be in writing (by sending documents electronically to e-mail or using E-Tenders system) in English (if information is submitted in Latvian, it shall be accompanied by a translation into English).
- 2.9 If the Supplier does not have access to the E-Tenders system, the Supplier shall follow the guidance for obtaining access to the system available on the Contracting authority's website at <http://www.railbaltica.org/procurement/e-procurement-system/>.
- 2.10 The Supplier can request additional information regarding the Regulations. Additional information can be requested in writing through the E-Tenders system or (only in case the Supplier does not have access to the system) by sending it to the Procurement commission electronically to the e-mail (please see the Section 2.7 of the Regulations), indicating the Procurement Identification number.
- 2.11 Any additional information must be requested in a timely manner, so that the Procurement commission can reply on time - no later than 6 (six) days prior to the deadline of the Proposal submission. The Procurement commission shall provide response within 5 (five) working days from the day of the receipt of the request form the Supplier.
- 2.12 The Supplier covers all expenses which are related to the preparation of the Proposal and its submission to the Contracting authority. Under no circumstances the Contracting authority will be liable for compensation of any costs and damages related to the preparation and submission of the Proposal or the Supplier's participation in the Procurement.

### 3 THE RIGHTS OF THE PROCUREMENT COMMISSION

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

is clarified. The Procurement commission has the right to reject all Proposals which are found not to comply with the requirements of the Procurement documentation.

## 4 THE OBLIGATIONS OF THE PROCUREMENT COMMISSION

- 4.1 The Procurement commission ensures the documentation of the procurement process.
- 4.2 The Procurement commission ensures free and direct electronic access to the Procurement documents on Contracting authority's profile at the E-Tenders system's webpage <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/155865> and on the webpage of the Contracting authority <http://railbaltica.org/tenders/>.
- 4.3 If an interested Supplier has in a timely manner in writing by post or electronically (including through E-Tenders system), or delivering in person requested additional information about the requirements included in Open competition documents regarding the preparation and submission of the Proposal or regarding the selection of Tenderers, the Procurement commission provides a response electronically within 5 (five) working days but not later than 6 (six) days before the deadline for submitting Proposals. Simultaneously with sending this information to the Supplier who had asked the question, the Contracting authority also publishes the information on Contracting authority's profile in the E-Tenders system's webpage <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/155865> and on its webpage <http://railbaltica.org/tenders/> where Open competition documents are available, indicating the question asked.
- 4.4 If the Contracting authority has amended the Open competition documents, it publishes this information on Contracting authority's profile in the E-Tenders system's webpage <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/155865> and on the Contracting authority's webpage <http://railbaltica.org/tenders/> where Open competition documents are available, no later than 1 (one) day after the notification regarding the amendments has been submitted to Procurement Monitoring Bureau for publication. If Supplier wishes to receive relevant updates/notifications by e-mail regarding the Procurement (e.g., when amendments to the procurement documentation are published), Supplier shall register as an interested supplier on the E-Tenders system for the particular Procurement.
- 4.5 The exchange and storage of information is carried out in such a way that all data included in the Proposals is protected and the Contracting authority can check the content of the Proposals only after the expiration of the deadline for their submission. From the day of submission of Proposals until the opening of the Proposals the Contracting authority does not disclose information regarding the existence of other Proposals. During the Proposal evaluation, the Contracting authority does not disclose any information regarding the evaluation process until the announcement of the results.
- 4.6 The Procurement commission evaluates Tenderers, and their Proposals based on the Public Procurement Law, Regulations, as well as other applicable regulatory enactments.

## 5 THE RIGHTS OF THE TENDERER

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

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specification or other requirements relating to Open competition, or relating to the activities by the Contracting authority or the Procurement commission during the Open competition.

## 6 SUBJECT-MATTER OF THE OPEN COMPETITION

- 6.1 The subject-matter of the Procurement is establishment of Rail Baltica Primary CP0 Geodetic Benchmarks in Estonia, Latvia and Lithuania in accordance with Technical specification (Annex No 1) (hereinafter – Services and Works).
- 6.2 The subject-matter is divided into 3 (three) Lots:

No	Subject-matter	CPV codes
Lot No 1	Establishment of Rail Baltica primary CP0 geodetic benchmarks in Estonia	Main: 71350000-6 (Engineering-related scientific and technical services)
Lot No 2	Establishment of Rail Baltica primary CP0 geodetic benchmarks in Latvia	Main: 71350000-6 (Engineering-related scientific and technical services)
Lot No 3	Establishment of Rail Baltica primary CP0 geodetic benchmarks in Lithuania	Main: 71350000-6 (Engineering-related scientific and technical services)

- 6.3 The delivery of the Services will take place:
- 6.3.1 Lot No 1 – Establishment of Rail Baltica primary CP0 geodetic benchmarks in Estonia;
- 6.3.2 Lot No 2 – Establishment of Rail Baltica primary CP0 geodetic benchmarks in Latvia;
- 6.3.3 Lot No 3 – Establishment of Rail Baltica primary CP0 geodetic benchmarks in Lithuania.
- 6.4 Tenderer is entitled to submit Proposal for one or several parts.
- 6.5 The Tenderer is not permitted to submit variants of the Proposal. If variants of the Proposal will be submitted, the Proposal will not be reviewed.
- 6.6 The estimated value of the contract is:
- 6.6.1 for the Procurement Lot No 1 "Establishment of Rail Baltica primary CP0 geodetic benchmarks in Estonia" – 86 000,00 EUR (eighty six thousand euros zero cents), VAT not included;
- 6.6.2 for the Procurement Lot No 2 "Establishment of Rail Baltica primary CP0 geodetic benchmarks in Latvia" – 140 000 EUR (one hundred forty thousand euros, 0 cents)), VAT not included;
- 6.6.3 for the Procurement Lot No 3 "Establishment of Rail Baltica primary CP0 geodetic benchmarks in Lithuania"- 84 000,00 EUR (eighty-four thousand euros zero cents), VAT not included.
- 6.7 Period of provision of Services and Works:
- 6.7.1 For Lot No 1 – Establishment of Rail Baltica primary CP0 geodetic benchmarks in Estonia – 18 (eighteen) weeks after the commencement date in accordance with Annex 13 "Time Schedule, Estonia" of Annex No 1 "Technical specification" of the Regulations.
- 6.7.2 For Lot No 2 - Establishment of Rail Baltica primary CP0 geodetic benchmarks in Latvia – 28 (twenty eight) weeks after the commencement date in accordance with Annex 14 "Time Schedule, Latvia" of Annex No 1 "Technical specification" of the Regulations.
- 6.7.3 For Lot No 3 – Establishment of Rail Baltica primary CP0 geodetic benchmarks in Lithuania – 18 (eighteen) weeks after the commencement date in accordance with Annex 15 "Time Schedule, Lithuania" of Annex No 1 "Technical specification" of the Regulations.
- 6.7.4 The period of provision of Services and Works specified in Annex 1 "Technical specification" of the Regulations in Section 1.3 "Description of the services" may be subject of delay due to seasonality and weather conditions that may reasonably impede for the performance of and/or completion of Works and Services. If after the signature of the agreement such situation occurs the Tenderer shall notify Contracting Authority in timely manner, accompanied with justification for the delay.

## 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 (also - the partnership) which offers on the market to provide services and who complies with the selection criteria for Tenderers:
    - 7.1.2.1 A group of Suppliers who has formed a partnership for the Open competition. In this case all the members of the partnership shall be listed in Annex No 2 "Application for participation in the Open competition" of the Regulations. If it will be decided to award contracting rights to such partnership, then prior to concluding the Contract the partnership shall at its discretion either enter into a partnership agreement (within the meaning of The Civil Law of the Republic of Latvia, Sections 2241-2280) and submit one copy of this agreement to the Contracting authority or establish a general or limited partnership (within the meaning of The Commercial Law of the Republic of Latvia, Division IX and X) and notify the Contracting authority in writing.
    - 7.1.2.2 An established and registered partnership (a general partnership or a limited partnership within the meaning of the Commercial Law of the Republic of Latvia, Division IX and X) which complies with the selection criteria of Tenderers.
- 7.2 According to Article 5k of Council Regulation (EU) 2022/576 of 8 April 2022 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine<sup>1</sup> it is prohibited to participate in the Open competition:
- 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 (refers to all Parts of the subject-matter)

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

No	The reasons for the exclusion	Documents demonstrating the absence of the exclusion grounds <sup>2</sup>
8.1.1	Within previous 3 (three) years before submission of the Proposal the: <ul style="list-style-type: none"> <li>- Tenderer or person who is Tenderer's management board or supervisory board member, person with representation rights,</li> </ul>	For a <ul style="list-style-type: none"> <li>- Tenderer or person who is Tenderer's management board or supervisory board member, person with representation rights, procura holder or person who is authorised to</li> </ul>

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

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



No	The reasons for the exclusion	Documents demonstrating the absence of the exclusion grounds <sup>2</sup>
	<p>procura holder or person who is authorised to represent the Tenderer in operations in relation to a branch;</p> <ul style="list-style-type: none"> <li>- partnership member, if Tenderer is a partnership, or its management board or supervisory board member, person with representation rights, procura holder or person who is authorised to represent the partnership member in operations in relation to a branch;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000 and its management board or supervisory board member, person with representation rights, procura holder or person who is authorised to represent the subcontractor in operations in relation to a branch;</li> <li>- person on whose capacity Tender is relying on to certify its compliance with the requirements or its management board or supervisory board member, person with representation rights, procura holder or person who is authorised to represent such person in operations in relation to a branch;</li> <li>- beneficial owner<sup>3</sup> of the Tenderer;</li> <li>- person who has decisive influence in the Tenderer on the basis of participation within the meaning of the laws and regulations regarding groups of companies (concern)<sup>4</sup> or its management board or supervisory board member, person with representation rights, procura holder or person who is authorised to represent such person in operations in relation to a branch</li> </ul> <p>has been found guilty of any of the following criminal offences by such prosecutor's penal order or a court judgement that has entered into effect and has become incontestable and unappealable, or a coercive measure has been applied thereto:</p>	<p>represent the Tenderer in operations in relation to a branch;</p> <ul style="list-style-type: none"> <li>- partnership member, if Tenderer is a partnership, or its management board or supervisory board member, person with representation rights, procura holder or person who is authorised to represent the partnership member in operations in relation to a branch;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000 and its management board or supervisory board member, person with representation rights, procura holder or person who is authorised to represent the subcontractor in operations in relation to a branch;</li> <li>- person on whose capacity Tender is relying on to certify its compliance with the requirements or its management board or supervisory board member, person with representation rights, procura holder or person who is authorised to represent such person in operations in relation to a branch;</li> <li>- beneficial owner of the Tenderer or its management board or supervisory board member, person with representation rights, procura holder or person who is authorised to represent the beneficial owner in operations in relation to a branch</li> </ul> <p><u>who is registered or residing in Latvia</u>, the Contracting authority will verify the information itself in publicly available databases.</p> <p>For a</p> <ul style="list-style-type: none"> <li>- Tenderer or person who is Tenderer's management board or supervisory board member, person with representation rights, procura holder or person who is authorised to represent the Tenderer in operations in relation to a branch;</li> <li>- partnership member, if Tenderer is a partnership, or its management board or supervisory board member, person with representation rights,</li> </ul>

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

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

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

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



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No	The reasons for the exclusion	Documents demonstrating the absence of the exclusion grounds <sup>2</sup>
	<p>a) establishment, leading of a criminal organisation, involvement in such organisation or in an organised group included within such organisation, or in another criminal formation, or participation in criminal offences committed by such organisation;</p> <p>b) accepting of bribes, giving of bribes, misappropriation of a bribe, intermediation in bribery, unlawful participation in property transactions, unauthorised receipt of benefits, commercial bribery, unlawful requesting, receiving, or giving of benefit, trading with influence;</p> <p>c) fraud, misappropriation, or money laundering;</p> <p>d) terrorism, financing of terrorism, establishment or organisation of a terrorist group, travelling for terrorism purposes, justification of terrorism, invitation to terrorism, terrorism threats, or recruitment or training of a person for the committing of acts of terrorism;</p> <p>e) human trafficking,</p> <p>f) of tax payments or payments equivalent thereto.</p>	<p>procura holder or person who is authorised to represent the partnership member in operations in relation to a branch;</p> <ul style="list-style-type: none"> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000 and its management board or supervisory board member, person with representation rights, procura holder or person who is authorised to represent the subcontractor in operations in relation to a branch;</li> <li>- person on whose capacity Tender is relying on to certify its compliance with the requirements or its management board or supervisory board member, person with representation rights, procura holder or person who is authorised to represent such person in operations in relation to a branch;</li> <li>- beneficial owner<sup>5</sup> of the Tenderer or its management board or supervisory board member, person with representation rights, procura holder or person who is authorised to represent the beneficial owner in operations in relation to a branch;</li> </ul> <p><u>who is registered or residing outside of Latvia,</u> Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence.</p> <p>For a person who has decisive influence in the Tenderer on the basis of participation within the meaning of the laws and regulations regarding groups of companies (concern) who is registered or residing in Latvia and who is registered or residing outside of Latvia, Tenderer shall submit a statement approved by competent authority indicating persons who has decisive influence.<sup>6</sup> If this/these person/-s is/are registered or residing in Latvia, the Contracting authority will verify the information itself in publicly available databases, if - registered or residing outside of Latvia, Tenderer additionally shall submit an appropriate statement from the competent authority of the country of registration or residence.</p>

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

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

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

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

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

No	The reasons for the exclusion	Documents demonstrating the absence of the exclusion grounds <sup>2</sup>
8.1.3	<p>Insolvency proceedings have been announced, the business activities have been suspended, the business is under liquidation for a:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tender is relying on to certify its compliance with the requirements.</li> </ul>	<p>For a:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity the Tenderer is relying on to certify its compliance with requirements; <u>who is registered or residing in Latvia</u>, the contracting authority will verify the information itself in publicly available databases.</li> </ul> <p>For a:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity the Tenderer is relying on to certify its compliance with requirements; <u>who is registered or residing outside of Latvia</u>, the person shall submit an appropriate statement from the competent authority of the country of registration or residence.</li> </ul>
8.1.4	<p>A person preparing the Procurement documents (an official or employee of the Contracting authority), a member of the Procurement commission, an expert, or a secretary of the Procurement commission is connected to the:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tender is relying on to certify its compliance with the requirements;</li> <li>- beneficial owner of the Tenderer within the meaning of Section 25, Paragraph one or two of the Public Procurement Law<sup>7</sup> or is interested in the selection of one specific Tenderer and the Contracting authority has no possibility to prevent this situation by less restrictive measures with respect Tenderer.</li> </ul>	<p>No obligation to submit documents, unless specifically requested by the Procurement commission.</p>

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

No	The reasons for the exclusion	Documents demonstrating the absence of the exclusion grounds <sup>2</sup>
8.1.5	<p>A:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tender is relying on to certify its compliance with the requirements</li> </ul> <p>has advantages restricting the competition within the Procurement if it or a legal person connected thereto has been involved in preparation of the Procurement in accordance with Section 18, Paragraph four of the Public Procurement Law and such advantages cannot be prevented by less restrictive measures, moreover, the Tenderer cannot prove that the participation thereof or of the legal person connected thereto in preparation of the Procurement does not restrict the competition.</p>	<p>No obligation to submit documents, unless specifically requested by the Procurement commission.</p>
8.1.6	<p>Within the previous 3 (three) years before submission of the Proposals a:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tender is relying on to certify its compliance with the requirements</li> </ul> <p>by such decision of the competent authority or a court judgement which has entered into effect and has become incontestable and unappealable, has been found guilty of or is liable for the payment of fine in relation to violating the competition law which manifests itself in a horizontal cartel agreement, except for the case where the relevant authority, upon establishing a violation of the competition law, has given immunity from a fine to the specific person mentioned above or has reduced the fine for cooperation under the leniency programme.</p>	<p>For a:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tender is relying on to certify its compliance with the requirements</li> </ul> <p><u>who registered or residing in Latvia</u>, the Contracting authority will verify the information itself in publicly available databases.</p> <p>For a:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tender is relying on to certify its compliance with the requirements</li> </ul> <p><u>who is registered or residing outside of Latvia</u>, the Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence or other objective proof of good standing. For example, a link to the database of the competent authority's public database (website) listing all its decisions and validity thereof</p>

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

No	The reasons for the exclusion	Documents demonstrating the absence of the exclusion grounds <sup>2</sup>
8.1.8	<p>Within the previous 3 (three) years before the submission of the Proposals a:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tender is relying on to certify its compliance with the requirements</li> </ul> <p>as a contracting party or member or participant of the contracting party (if the contracting party has been an association of economic operators or a partnership) has failed to execute the procurement contract, framework agreement, partnership procurement contract, or concession contract concluded with the contracting authority, public service provider, public partner, or representative of the public partner and therefore the contracting authority, public service provider, public partner, or representative of the public partner has unilaterally withdrawn from the procurement contract, framework agreement, partnership procurement contract, or concession contract<sup>8</sup>.</p>	<p>No obligation to submit documents, unless specifically requested by the Procurement commission.</p>
8.1.9	<p>Within the previous 3 (three) years before submission of the Proposals a:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tender is relying on to certify its compliance with the requirements</li> </ul>	<p>For a:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tender is relying on to certify its compliance with the requirements</li> </ul> <p><u>registered or residing in Latvia</u>, the Contracting authority will verify the information itself in publicly available databases.</p>

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

No	The reasons for the exclusion	Documents demonstrating the absence of the exclusion grounds <sup>2</sup>
	<p>by such a decision of a competent authority, a court judgment or prosecutor's penal order which has entered into effect and has become incontestable and unappealable, has been found guilty of and punished for an infringement which manifests as:</p> <p>a) employment of one or several persons if they do not have the necessary work permit or they are not entitled to reside in a European Union Member State; or</p> <p>b) employment of a person without concluding a written employment contract, failing to submit, within the time limit specified in the laws and regulations regarding taxes, an informative declaration regarding such person which is to be submitted on persons who commence employment.</p>	<p>For a:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tender is relying on to certify its compliance with the requirements <u>registered or residing outside of Latvia</u>, the Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence.</li> </ul>
8.1.10	<p>A:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tender is relying on to certify its compliance with the requirements</li> </ul> <p>has made an effort to unlawfully influence the decision of the Contracting authority, the Procurement commission, or member of the Procurement commission in respect of the Procurement or has made an effort to obtain confidential information which would provide it with unjustified advantages within the Procurement or has provided misleading information which could significantly influence the decision on further participation of the Tenderer in the Procurement or awarding of the Contract.</p>	<p>No obligation to submit documents, unless specifically requested by the Procurement commission.</p>
8.1.11	<p>A:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tender is relying on to certify its compliance with the requirements</li> </ul> <p>has provided false information to certify the conformity with the provisions of the Section</p>	<p>No obligation to submit documents, unless specifically requested by the Procurement commission.</p>



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No	The reasons for the exclusion	Documents demonstrating the absence of the exclusion grounds <sup>2</sup>
	8.1 of the Regulations or qualification requirements for the Tenderers or has failed to submit the requested information.	
8.1.12	<p>A:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tender is relying on to certify its compliance with the requirements;</li> <li>- person who has decisive influence in the Tenderer on the basis of participation within the meaning of the laws and regulations regarding groups of companies (concern)</li> </ul> <p>is a legal person or association of persons is registered in an offshore<sup>9</sup>.</p>	<p>For a:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity the Tenderer is relying on to certify its compliance with requirements</li> </ul> <p><u>who is registered or residing in Latvia</u>, the contracting authority will verify the information itself in publicly available databases.</p> <p>For a:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity the Tenderer is relying on to certify its compliance with requirements</li> </ul> <p><u>who is registered or residing outside of Latvia</u>, the person shall submit an appropriate statement from the competent authority of the country of registration or residence.</p> <p>For a person who has decisive influence in the Tenderer on the basis of participation within the meaning of the laws and regulations regarding groups of companies (concern) who is registered or residing in Latvia and who is registered or residing outside of Latvia, Tenderer shall submit a statement approved by competent authority indicating persons who has decisive influence. If this/these person/-s is/are registered or residing in Latvia, the Contracting authority will verify the information itself in publicly available databases, if - registered or residing outside of Latvia, Tenderer additionally shall submit an appropriate statement from the competent authority of the country of registration or residence.</p>

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

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

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

No	Requirement	Documents to be submitted
8.2.1	The Tenderer, all members of the partnership (if the Tenderer is a partnership), a person on whose capacity Tenderer relies on and a subcontractor must be registered in the Registry of Enterprises or Registry of Inhabitants, or an equivalent register in their country of residence, if the legislation of the respective country requires registration of natural or legal persons.	<ul style="list-style-type: none"> <li>- For a Tenderer, a member of a partnership, a person on whose capacity Tenderer relies on, a subcontractor, which is a legal person registered in Latvia, the Contracting authority will verify the information itself in publicly available databases.</li> <li>- For a Tenderer, a member of the partnership, a person on whose capacity Tenderer relies on who is a natural person – a copy of an identification card or passport.</li> <li>- For a Tenderer, a member of a partnership, a person on whose capacity Tenderer relies on, a subcontractor, which is a legal person registered abroad (with its permanent place of residence abroad) – a copy of a valid registration certificate or a similar document issued by a foreign authority in charge of the registration of legal persons in the country of their residence where from at least the fact of registration, shareholders, officials and procura holders (if any) can be determined.</li> <li>- If the Proposal is submitted by a partnership, the Proposal shall include an agreement (or a letter of intent to enter into agreement) signed by all members of the partnership on the participation in the Procurement which lists responsibilities of each and every partnership member, a joint commitment to fulfil the Contract and which authorizes one key member to sign the Proposal and other documents, to receive and issue orders on behalf of the partnership members, and with whom all payments shall be made. Additionally, in this document Tenderer shall indicate the member of the partnership on whose capacity it relies on to certify its financial and economic performance and who will be financially and economically responsible for the fulfilment of the Contract.</li> <li>- If the Proposal or any other document, including any agreement, is not signed by the legal representative of the Tenderer, members of the partnership or person on whose capacity the Tenderer relies, a document certifying the rights of the persons who have signed the Proposal or any other document to represent the Tenderer, a member of the partnership or a person on whose capacity the Tenderer is relying (powers of attorney, authorization agreements etc.) must be included.</li> </ul>
8.2.2	The representative of the Tenderer, a member of a partnership, a person on whose capacity Tenderer relies on, a subcontractor who has signed documents contained in the Proposal, has the right of signature, i.e., it is an official having the right of signature or a person authorized by the Tenderer or a member of a partnership, or a person on	<ul style="list-style-type: none"> <li>- For a Tenderer, a member of a partnership, a person on whose capacity Tenderer relies on, a subcontractor, which is a legal person registered in Latvia, the Contracting authority will verify the information itself in publicly available databases.</li> <li>- For a Tenderer, a member of a partnership, a person on whose capacity Tenderer relies on and a subcontractor which is a legal person registered</li> </ul>

No	Requirement	Documents to be submitted
	whose capacity Tenderer relies, or a subcontractor respectively.	<p>outside of Latvia, the Tenderer shall submit a document confirming the right of signature (representation) of the representative of the Tenderer, a member of a partnership, a person on whose capacity Tenderer relies on or a subcontractor, who signs documents contained in the Proposal.</p> <ul style="list-style-type: none"> <li>- If the Tenderer, a member of a partnership, a person on whose capacity Tenderer relies on or a subcontractor submits a power of attorney (original or a copy certified by the Tenderer) additionally there shall be submitted documents confirming that the issuer of the power of attorney has the right of signature (representation) of the Tenderer.</li> </ul>

### 8.3 Economic and financial standing

No	Requirement	Documents to be submitted
8.3.1	<p>The Tenderer's or all members of the partnership together (if the Tenderer is a partnership and confirms the average financial turnover jointly), average annual financial turnover within last 3 (three) years (2022, 2023, 2024) is not less than:</p> <ol style="list-style-type: none"> <li>1) EUR 86 000,00 (eighty six thousand euros zero cents) per year <b>(if Tenderer applies for the Lot No 1);</b></li> <li>2) EUR 140 000,00 (one hundred forty thousand euros zero cents) per year <b>(if Tenderer applies for the Lot No 2);</b></li> <li>3) EUR 84 000,00 (eighty-four thousand euros zero cents) per year <b>(if Tenderer applies for the Lot No 3).</b></li> </ol> <p>If the Tenderer applies for more than one Lot, the average annual financial turnover within last 3 (three) years (2022, 2023, 2024) shall not be less than sum of minimum average annual financial turnover within last 3 (three) years for specific parts that Tenderer applies for.</p> <p>In the event the average annual financial turnover of a limited partner of a limited partnership (within the meaning of the Commercial Law of the Republic of Latvia, Division X) exceeds its investment in the limited partnership, the average annual financial turnover shall be recognized in the amount of the investment in the limited partnership.</p> <p>In the event the Tenderer or a member of a partnership (if the Tenderer is a partnership) has operated in the market for less than 3 (three) financial years, the requirement shall</p>	<ul style="list-style-type: none"> <li>- Filled and signed Annex No 3 “Confirmation of Tenderer's financial standing” of the Regulations.</li> <li>- Audited or self-approved (if the annual financial statement is not required by the law of the country of residence of the Tenderer) annual financial statements for financial years 2022, 2023, 2024 or other document showing the turnover of the Tenderer or each member of the partnership on whose capacity Tenderer is relying to certify its financial and economic performance and who will be financially responsible for the fulfilment of the Contract (if the Tenderer is a partnership), or other entity on whose capacity Tenderer is relying to certify its financial and economic performance and who will be financially responsible for the fulfilment of the Contract. For a Tenderer, a member of the partnership, a person on whose capacity Tenderer relies which is a legal person registered in Latvia, the Contracting authority will verify the information itself in publicly available databases.</li> <li>- For a limited partnership (within the meaning of the Commercial Law of the Republic of Latvia, Division X) <ul style="list-style-type: none"> <li>- an additional document evidencing the amount of the investment by the limited partner (the partnership agreement or a document with a similarly binding legal effect).</li> </ul> </li> <li>- If the Proposal is submitted by a partnership, the Tenderer shall indicate the member of the partnership on whose capacity Tenderer is relying to certify its financial and economic performance and who will be financially and economically responsible for fulfilment of the Contract including this information in the agreement of cooperation (or letter of intent to enter into agreement) stipulated in Section 8.2.1 of the Regulations.</li> <li>- If the Tenderer is relying on any other entity's capacity to certify its financial and economic performance and</li> </ul>

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	<p>be met during the Tenderer's actual operation period.</p> <p>If the previous 3 (three) reporting years of the Tenderer differ from the years specified in the Section 8.3.1 of the Regulations (2022, 2023, 2024), the financial turnover must be indicated for the Tenderer's previous 3 (three) reporting years.</p>	<p>this entity will be financially and economically responsible for the fulfilment of the Contract, the Tenderer along with the Proposal submits confirmation or agreement on cooperation and/or passing of resources to the Tenderer, signed between such entity and the Tenderer (please see the Section 9 of the Regulations for detailed information).</p>
<b>8.3.2</b>	<p>The Tenderer and each member of the partnership (if the Tenderer is a partnership) on whose capacity the Tenderer is relying to certify its financial and economic performance and who will be financially and economically responsible for the fulfilment of the Contract/-s and other entity on whose capacity the Tenderer is relying to certify its financial and economic performance and who will be financially and economically responsible for the fulfilment of the Contract/-s, shall have stable financial and economic performance, namely, in the last financial year 2024 liquidity ratio (current assets divided by short-term liabilities) shall be equal to or exceed 1 (one) and shall have positive equity</p>	<ul style="list-style-type: none"> <li>- Filled and signed Annex No 3 "Confirmation of Tenderer's financial standing" of the Regulations.</li> <li>- Audited or self-approved (if the annual financial statement is not required by the law of the country of residence of the Tenderer) annual financial statements for financial years 2022, 2023, 2024 or other document showing the balance and calculations that proves the liquidity ratio of the Tenderer or each member of the partnership on whose capacity Tenderer is relying to certify its financial and economic performance and who will be financially responsible for the fulfilment of the Contract (if the Tenderer is a partnership), or other entity on whose capacity Tenderer is relying to certify its financial and economic performance and who will be financially responsible for the fulfilment of the Contract. For a Tenderer, a member of the partnership, a person on whose capacity Tenderer relies on which is a legal person registered in Latvia, the Contracting authority will verify the information itself in publicly available databases.</li> <li>- If the Proposal is submitted by a partnership, the Tenderer shall indicate the member of the partnership on whose capacity Tenderer is relying on to certify its financial and economic performance and who will be financially and economically responsible for fulfilment of the Contract including this information in the agreement of cooperation (or letter of intent to enter into agreement) stipulated in Section 8.2.1 of the Regulations.</li> <li>- If the Tenderer is relying on any other entity's capacity to certify its financial and economic performance and this entity will be financially and economically responsible for the fulfilment of the Contract, the Tenderer along with the Proposal submits confirmation or agreement on cooperation and/or passing of resources to the Tenderer, signed between such entity and the Tenderer (please see the Section 9 of the Regulations for detailed information).</li> </ul>
<b>8.3.3</b>	<p>The Tenderer or each member of the partnership (if the Tenderer is a partnership) on whose financial and economic capabilities the partnership is relying and who shall be financially and economically responsible for fulfilment of the Contract shall have stable financial and economic performance, namely, in the last audited financial year (if auditing the financial report</p>	<ul style="list-style-type: none"> <li>- Filled and signed Annex No 3 "Confirmation of Tenderer's financial standing" of the Regulations.</li> <li>- Audited or self-approved (if the annual financial statement is not required by the law of the country of residence of the Tenderer) annual financial statements for financial years 2022, 2023, 2024 or other document showing the balance and calculations that proves the positive equity of the Tenderer or each member of the partnership on</li> </ul>

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	is required by the law applicable to the Tenderer or partnership member) preceding the year of the Procurement Tenderer shall have positive equity (Total Assets minus Total Liabilities).	<p>whose capacity Tenderer is relying to certify its financial and economic performance and who will be financially responsible for the fulfilment of the Contract (if the Tenderer is a partnership), or other entity on whose capacity Tenderer is relying to certify its financial and economic performance and who will be financially responsible for the fulfilment of the Contract. For a Tenderer, a member of the partnership, a person on whose capacity Tenderer relies on which is a legal person registered in Latvia, the Contracting authority will verify the information itself in publicly available databases.</p> <ul style="list-style-type: none"> <li>- If the Proposal is submitted by a partnership, the Tenderer shall indicate the member of the partnership on whose capacity Tenderer is relying on to certify its financial and economic performance and who will be financially and economically responsible for fulfilment of the Contract including this information in the agreement of cooperation (or letter of intent to enter into agreement) stipulated in Section 8.2.1 of the Regulations.</li> <li>- If the Tenderer is relying on any other entity's capacity to certify its financial and economic performance and this entity will be financially and economically responsible for the fulfilment of the Contract, the Tenderer along with the Proposal submits confirmation or agreement on cooperation and/or passing of resources to the Tenderer, signed between such entity and the Tenderer (please see the Section 9 of the Regulations for detailed information).</li> </ul>
<b>8.3.4</b>	<p>Tenderer or at least one member of the partnership<sup>10</sup> (if the Tenderer is a partnership) shall have a valid Third Party Liability Insurance:</p> <ul style="list-style-type: none"> <li>- The aggregate value of liability of the Third Party Liability insurance and for one occurrence shall be no less than twice (2) the amount of the total value of the Agreement during the entire term of the Agreement and the Defects Claims Period. The amount of liability for each insured event shall be no less than twenty percent (20%) of the total value of the Agreement.</li> </ul>	<ul style="list-style-type: none"> <li>- Documentation that proves Tenderer's possession of a valid Third Party Liability insurance that meets requirements set in Clause 15 of Annex 9 "Draft Contract" of the Regulations or a written statement of <u>an insurance institution</u> specifying that in case the Tenderer is awarded the Contract, the insurance institution will issue the professional civil liability insurance that meets requirements set in Clause 15 of Annex 9 "Draft Contract" of the Regulations or written confirmation from Tenderer that in case the Tenderer is awarded with the Contract, Tenderer will have a valid Third Party Liability insurance.</li> </ul>

#### 8.4 Technical and professional ability

##### 8.4.1 Requirements for Lot No 1 – Establishment of Rail Baltica Primary CP0 Geodetic Benchmarks in Estonia

No	Requirement	Documents to be submitted
8.4.1.1	In the past 5 (five) years (2020, 2021, 2022, 2023, 2024) until the date of submission of the	<ul style="list-style-type: none"> <li>- Filled in and signed Annex No 4 "Description of the Tenderer's experience", where the Tenderer's experience is detailed.</li> </ul>

<sup>10</sup> If the Tenderer is partnership, then the Third Party Liability Insurance must include also the Partnership members.



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	<p>Proposal) Tenderer has completed projects<sup>11</sup> where the performed works included the following:</p> <ul style="list-style-type: none"> <li>a) where in 1 (one) project at least 10 (ten) geodetic benchmarks were installed (installation depth is deeper than 1 meter, with anchor);</li> <li>b) Maintenance of geodetic benchmarks.</li> </ul> <p>The referenced project must be completed and accepted by the client.</p>	
<b>8.4.1.2</b>	<p>In the past 5 (five) years (2020, 2021, 2022, 2023, 2024) until the date of submission of the Proposal) Tenderer has completed a geodetic works<sup>12</sup> contract where the total contract value is no less than EUR 25 000 (twenty-five thousand, 0 cents), VAT not included.</p> <p>The referenced experience project must be completed and accepted by the client.</p>	- Filled in and signed Annex No 4 "Description of the Tenderer's experience", where the Tenderer's experience is detailed.
<b>8.4.1.3</b>	<p>The Tenderer shall ensure that the Tenderer shall engage employees or any other personnel appropriate for the performance of the works to implement the contract and complete its engagement according to the highest quality standards and according to the terms and conditions of the Contract.</p>	- Filled in and signed Annex No 9 "Confirmation of Technical specification" with confirmation by the Tenderer that it will engage the relevant employees and other personnel with appropriate professional qualification and professional experience required for the completion of the Contract within the times and in quality as required under the terms of the Contract.
<b>8.4.1.4</b>	<p>The Tenderer shall ensure that the Tenderer will have necessary equipment and tools to complete the Contract in compliance with Annex 1 "Technical Specification" of the Regulations.</p>	- Filled in and signed Annex No 9 "Confirmation of Technical specification" with confirmation by the Tenderer that the Tenderer has in its possession (either through lease or ownership) the necessary equipment and tools to complete the Contract.
<b>8.4.1.5</b>	<p>The Tenderer shall ensure that the Tenderer will execute the services and works in accordance with Annex 1 "Technical specification" of the Regulations.</p>	- Filled in and signed Annex No 9 "Confirmation of Technical specification", where the Tenderer confirms that it has reviewed Annex No 1 "Technical specification" of the Regulations and has full understanding of the scope of works and services.
<b>8.4.1.6</b>	<p>The Tenderer shall ensure that a warranty period of 12 (twelve) months starting from the date of completion of the Contract in its entirety shall be applied with respect to:</p> <ul style="list-style-type: none"> <li>(a) Produced benchmarks, including, but not limited to all materials and elements used for the production of</li> </ul>	- The letter of the acknowledgment signed on behalf of the Tenderer that the warranty period for all Contract Works and Services will be 12 (twelve) months following the Completion Date of the Contract, and that in the event of the award of the Contract the Contractor shall submit financial security in the form of the first demand guarantee issued by a reputable EU based bank

<sup>11</sup> To fulfill the previous experience requirement in Section 8.4.1.1 of the Regulations, Tenderer can combine the previous experience in several projects.

<sup>12</sup> The geodetic works contract can include the following – design of the geodetic network, installation of geodetic benchmarks and/or maintenance of geodetic benchmarks.



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	<p>the benchmarks and their external elements;</p> <p>(b) Installation works of the benchmarks.</p> <p>In the event that the Contract is terminated prior to the completion of the Contract works and services in their entirety, the warranty period shall commence with the Date of Completion of the Contract .</p>	<p>or insurance company before the Contract is signed.</p>
8.4.1.7	<p><b>1 (one) Lead Project manager in Estonia who shall meet the following requirements:</b></p> <ul style="list-style-type: none"> <li>a) Valid certificate for the performance of geodetic works - minimum requirement - Surveyor Level 7 (Geodeet, tase 7 või Geodeesiainsener, tase 7);</li> <li>b) The Lead Project manager shall have knowledge of Estonian national Law and regulations, as well as the EU Law, where applicable.</li> <li>c) The Lead Project manager has Estonian language skills (at least B2 Level - based on Common European Framework of Reference for Languages<sup>13</sup>);</li> <li>d) The Lead Project manager has English skills (at least at level B2 – based on Common European Framework of Reference for Languages<sup>14</sup>);</li> <li>e) The Lead Project manager has the experience in performing as a Lead/Responsible Project manager in at least 1 (one) project where works of geodetic benchmark installation (with anchor, installation depth is deeper than 1m) was performed during the period of the last 5 (five) years until the date of submission of the proposal. The referenced project must be completed and accepted by the client.</li> </ul>	<ul style="list-style-type: none"> <li>- Filled in and signed Annex No 5 "Description of the Lead Project Manager's experience", where the Lead Project Manager's in Estonia previous experience is clearly specified (signed by the Lead Project Manager);</li> <li>- A certified copy of certificate proving Lead Project manager's professional certification in the relevant field or link to the database where it can be verified that certificate is valid.</li> </ul>

#### 8.4.2 Requirements for Lot No 2 - Establishment of Rail Baltica Primary CP0 Geodetic Benchmarks in Latvia

No	Requirement	Documents to be submitted
8.4.2.1	In the past 5 (five) years (2020, 2021, 2022, 2023, 2024) until the date of submission of the Proposal) Tenderer has completed projects <sup>15</sup>	- Filled in and signed Annex No 4 "Description of the Tenderer's experience", where the Tenderer's experience is detailed.

<sup>13</sup> Please see <http://europass.cedefop.europa.eu/resources/european-language-levels-cefr>

<sup>14</sup> Please see <http://europass.cedefop.europa.eu/resources/european-language-levels-cefr>

<sup>15</sup> To fulfill the previous experience requirement in Section 8.4.2.1 of the Regulations, Tenderer can combine the previous experience in several projects.

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	<p>where the performed works included the following:</p> <ul style="list-style-type: none"> <li>a) where in 1 (one) project at least 10 (ten) geodetic benchmarks were installed (installation depth is deeper than 1 meter, with anchor);</li> <li>b) Maintenance of geodetic benchmarks.</li> </ul> <p>The referenced projects must be completed and accepted by the client.</p>	
8.4.2.2	<p>In the past 5 (five) years (2020, 2021, 2022, 2023, 2024) until the date of submission of the Proposal) Tenderer has completed a geodetic works<sup>16</sup> contract where the completed contract value is not less than EUR 25 000 (twenty five thousand, 0 cents), VAT not included.</p> <p>The referenced project must be completed and accepted by the client.</p>	- Filled in and signed Annex No 4 "Description of the Tenderer's experience", where the Tenderer's experience is detailed.
8.4.2.3	<p>The Tenderer shall ensure that Tender shall engage specialists and employees or any other personnel appropriate for the performance of the works to fully implement the contract and complete its engagement according to the highest standards and according to the terms and conditions of the Contract.</p>	- Filled in and signed Annex No 9 "Confirmation of Technical specification" with confirmation by the Tenderer that it will engage the relevant employees and other personnel with appropriate professional qualification and professional experience required for the completion of the Contract within the times and in quality as required under the terms of the Contract.
8.4.2.4	<p>The Tenderer shall ensure that the Tenderer will have necessary equipment and tools to complete the Contract in compliance with Annex 1 "Technical Specification" of the Regulations.</p>	- Filled in and signed Annex No 9 "Confirmation of Technical specification" with confirmation by the Tenderer that the Tendered has in its possession (either through lease or ownership) the necessary equipment and tools to complete the Contract.
8.4.2.5	<p>The Tenderer shall ensure that the Tenderer will execute the services and works in accordance with Annex 1 "Technical specification" of the Regulations.</p>	- Filled in and signed Annex No 9 "Confirmation of Technical specification", where the Tenderer confirms that it has reviewed Annex No 1 "Technical specification" of the Regulations and has full understanding of the scope of works and services.
8.4.2.6	<p>The Tenderer shall ensure that a warranty period of 12 (twelve) months starting from the date of completion of the Contract in its entirety shall be applied with respect to:</p> <ul style="list-style-type: none"> <li>(a) Produced benchmarks, including, but not limited to all materials and elements used for the production of the benchmarks and their external elements;</li> <li>(b) Installation works of the benchmarks.</li> </ul> <p>In the event that the Contract is terminated prior to the completion of the Contract works and services in their entirety, the warranty</p>	- The letter of the acknowledgment signed on behalf of the Tenderer that the warranty period for all Contract Works and Services will be 12 (twelve) months following the Completion Date of the Contract, and that in the event of the award of the Contract the Contractor shall submit financial security in the form of the first demand guarantee issued by a reputable EU based bank or insurance company before the Contract is signed.

<sup>16</sup> The geodetic works contract can included the following – desing of the geodetic network, installation of geodetic benchmarks and maintenance of geodetic benchmarks.

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	period shall commence with the Date of Completion of the Contract.	
8.4.2.7	<p><b>1 (one) Lead Project manager in Latvia who shall meet the following requirements:</b></p> <ul style="list-style-type: none"> <li>a) Valid certificate for the performance of geodetic works ("Ģeodēzisko darbu veikšana")</li> <li>b) Lead Project manager shall have knowledge of Latvian national Law and regulations, as well as the EU Law, where applicable;</li> <li>c) Lead Project manager has Latvian language skills (at least at least B2 Level - based on Common European Framework of Reference for Languages<sup>17</sup>);</li> <li>d) The Lead Project manager has English skills (at least at level B2 – based on Common European Framework of Reference for Languages<sup>18</sup>);</li> <li>e) Lead Project manager has the experience in performing as a Lead/Responsible Project manager in at least 1 (one) project where works of installation of geodetic benchmarks with anchor and installation depth deeper than 1m was performed. The referenced project must be completed and accepted by the client during the period of the last 5 (five) years until the date of submission of the proposal.</li> </ul>	<ul style="list-style-type: none"> <li>- Filled in and signed Annex No 5 "Description of the Lead Project manager's experience", where the Lead Project manager's in Latvia previous experience is clearly specified (signed by the Lead Project manager);</li> <li>- A certified copy of certificate proving Lead Project managers professional certification in the relevant field or link to the database where it can be verified that certificate is valid.</li> </ul>

**8.4.3 Requirements for Lot No 3 - Establishment of Rail Baltica Primary CP0 Geodetic Benchmarks in Lithuania**

No	Requirement	Documents to be submitted
8.4.3.1	<p>In the past 5 (five) years (2020, 2021, 2022, 2023, 2024) until the date of submission of the Proposal) Tenderer has completed projects<sup>19</sup> where the performed works included the following:</p> <ul style="list-style-type: none"> <li>a) where in 1 (one) project at least 10 (ten) geodetic benchmarks were installed (installation depth is deeper than 1 meter, with anchor);</li> <li>b) Maintenance of geodetic benchmarks.</li> </ul>	<ul style="list-style-type: none"> <li>- Filled in and signed Annex No 4 "Description of the Tenderer's experience", where the Tenderer's experience is detailed.</li> </ul>

<sup>17</sup> Please see <http://europass.cedefop.europa.eu/resources/european-language-levels-cefr>

<sup>18</sup> Please see <http://europass.cedefop.europa.eu/resources/european-language-levels-cefr>

<sup>19</sup> To fulfill the previous experience requirement in Section 8.4.3.1 of the Regulations, Tenderer can combine the previous experience in several projects.

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	The referenced project must be completed and accepted by the client.	
8.4.3.2	In the past 5 (five) years (2020, 2021, 2022, 2023, 2024) until the date of submission of the Proposal) Tenderer has completed a geodetic works <sup>20</sup> contract where the total contract value is no less than EUR 25 000 (twenty five thousand, 0 cents), VAT not included.  The referenced experience project must be completed and accepted by the client.	- Filled in and signed Annex No 4 "Description of the Tenderer's experience", where the Tenderer's experience is detailed.
8.4.3.3	The Tenderer shall ensure that the Tenderer shall engage employees or any other personnel appropriate for the performance of the works to implement the contract and complete its engagement according to the highest quality standards and according to the terms and conditions of the Contract.	- Filled in and signed Annex No 9 "Confirmation of Technical specification" with confirmation by the Tenderer that it will engage the relevant employees and other personnel with appropriate professional qualification and professional experience required for the completion of the Contract within the times and in quality as required under the terms of the Contract.
8.4.3.4	The Tenderer shall ensure that the Tenderer will have necessary equipment and tools to complete the Contract in compliance with Annex 1 "Technical Specification" of the Regulations.	- Filled in and signed Annex No 9 "Confirmation of Technical specification" with confirmation by the Tenderer that the Tenderer has in its possession (either through lease or ownership) the necessary equipment and tools to complete the Contract.
8.4.3.5	The Tenderer shall ensure that the Tenderer will execute the services and works in accordance with Annex 1 "Technical specification" of the Regulations.	- Filled in and signed Annex No 9 "Confirmation of Technical specification", where the Tenderer confirms that it has reviewed Annex No 1 "Technical specification" of the Regulations and has full understanding of the scope of works and services.
8.4.3.6	The Tenderer shall ensure that a warranty period of 12 (twelve) months starting from the date of completion of the Contract in its entirety shall be applied with respect to:  (a) Produced benchmarks, including, but not limited to all materials and elements used for the production of the benchmarks and their external elements; (b) Installation works of the benchmarks.  In the event that the Contract is terminated prior to the completion of the Contract works and services in their entirety, the warranty period shall commence with the Date of Completion of the Contract .	- The letter of the acknowledgment signed on behalf of the Tenderer that the warranty period for all Contract Works and Services will be 12 (twelve) months following the Completion Date of the Contract, and that in the event of the award of the Contract the Contractor shall submit financial security in the form of the first demand guarantee issued by a reputable EU based bank or insurance company before the Contract is signed.
8.4.3.7	<b>1 (one) Lead Project manager in Lithuania who shall meet the following requirements:</b>  a) Valid certificate for the performance of geodetic works	- Filled and signed Annex No 5 "Description of the Project Manager's experience", where the Project Manager's in Lithuania previous experience is clearly specified (signed by the Project Manager);

<sup>20</sup> The geodetic works contract can include the following – design of the geodetic network, installation of geodetic benchmarks and/or maintenance of geodetic benchmarks.

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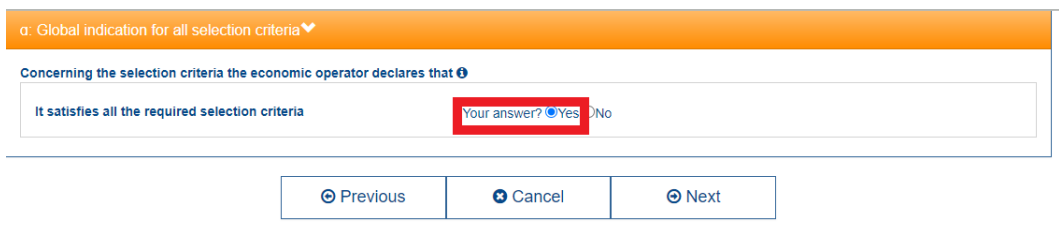
	<p>("Geodezininko kvalifikacijos pažymėjimas");</p> <p>b) Lead Project manager shall have knowledge of Lithuanian national Law and regulations, as well as the EU Law, where applicable and normative acts;</p> <p>c) Lead Project manager has Lithuanian language skills (at least at least B2 Level - based on Common European Framework of Reference for Languages<sup>21</sup>);</p> <p>d) Lead Project manager has English skills (at least at level B2 – based on Common European Framework of Reference for Languages<sup>22</sup>);</p> <p>e) The Lead Project manager has the experience in performing as a Lead/Responsible Project manager in at least 1 (one) project where works of geodetic benchmark installation (with anchor, installation depth is deeper than 1m) was performed during the period of the last 5 (five) years until the date of submission of the proposal. The referenced project must be completed and accepted by the client.</p>	<p>- A certified copy of certificate proving project managers certification in the relevant field or link to the database where it can be verified that certificate is valid.</p>
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- 8.5 Information, provided in the Proposal to prove the compliance with above-mentioned requirements for Economic and financial standing (Section 8.3 of the Regulations) and Technical and professional ability (Section 8.4. of the Regulations) shall be clear and understandable without any additional analysis or external proof of the submitted information. The Procurement commission shall not be obliged to use additional sources of information to pass the decision regarding Tenderer's compliance with the qualification requirements. The Tenderer shall remain fully responsible for the provision of sufficiently detailed information in the Proposal required to confirm the compliance with qualification requirements set in the Regulations.
- 8.6 Statements and other documents issued by the Latvian competent authorities in the cases referred in Public Procurement Law shall be accepted and recognized by the Procurement commission if they have been issued not earlier than 1 (one) month prior to the day of submission, but the statements and other documents issued by foreign competent authorities shall be accepted and recognized by the Procurement commission if they have been issued not earlier than 6 (six) months prior to the day of submission, unless the issuer of the statement or the document has specified a shorter term of validity thereof.
- 8.7 If the documents with which a Tenderer registered or permanently residing abroad can certify its compliance with the requirements of Section 8.1 of the Regulations are not issued or these documents are insufficient, such documents can be replaced with an oath or, if the regulatory enactments of the country in question do not allow for an oath, - with a certification by the Tenderer or by another person mentioned in Section 8.1 of the Regulations before a competent executive governmental or judicial institution, a sworn notary or a competent organization of a corresponding industry in their country of registration (permanent residence). Regarding all documents submitted based on an oath given under law (e.g., sworn-statements, declarations on oath etc.), the Tenderer must provide (indicate) legal grounds to law or enactment in accordance with such statements or declarations on oath have been given.

<sup>21</sup> Please see <http://europass.cedefop.europa.eu/resources/european-language-levels-cefr>

<sup>22</sup> Please see <http://europass.cedefop.europa.eu/resources/european-language-levels-cefr>

- 8.8 Exclusion grounds mentioned in the Section 8.1 of the Regulations applies to the Tenderer and any of the following persons:
- 8.8.1 a member of a partnership, if the Tenderer is a partnership, to the person on whose capacity Tenderer is relying on to certify its compliance with requirements and to subcontractor whose value of works to performed or services to be provided is equal to or exceeds EUR 10`000 (ten thousand euros) of the contract price – exclusion grounds mentioned in the Section 8.1.1 – 8.1.13 of Regulations;
  - 8.8.2 a member of a partnership, if the Tenderer is a partnership - exclusion grounds mentioned in the Section 8.1.14 of Regulations;
  - 8.8.3 person who has decisive influence in the Tenderer on the basis of participation within the meaning of the laws and regulations regarding groups of companies (concern) - exclusion grounds mentioned in the Section 8.1.1 – 8.1.2 and 8.1.12 – 8.1.13 of the Regulations;
  - 8.8.4 Tenderer's beneficial owner - exclusion grounds mentioned in the Section 8.1.1 – 8.1.2 and 8.1.4 of the Regulations.
- 8.9 If the Tenderer, a member of the partnership, if the Tenderer is a partnership, Tenderer's beneficial owner or person who has decisive influence in the Tenderer on the basis of participation within the meaning of the laws and regulations regarding groups of companies (concern) complies with any of the exclusion grounds set out in Section 42, Paragraph two, Clause 1, 4 – 7 and 10 - 14 of the Public Procurement Law (Section 8.1.1, 8.1.3 – 8.1.11 of the Regulations) and the exceptions stipulated in Section 42, Paragraph four, Clause 2 - 4 of the Public Procurement Law are not applicable, the Procurement commission informs the Tenderer about the fact and sets deadline of at least 10 (ten) days from the day of issuing or receiving information, to submit an explanation and evidence that proves the reliability of the Tenderer in accordance with Section 43 of the Public Procurement Law.
- 8.10 The Procurement commission evaluates exclusion grounds in accordance with Section 42 of Public Procurement Law and Law of International Sanctions and National Sanctions of the Republic of Latvia.
- 8.11 The Procurement commission does not exclude the Tenderer from participation in the Procurement in any of the cases indicated in the Paragraph four of Section 42 of Public Procurement Law.
- 8.12 If the Tenderer complies with any of the exclusion grounds mentioned in Section 8.1 of the Regulations (except Section 8.1.2 of the Regulations), the Tenderer indicates this fact in the Annex No 2 "Application for participation in the Open competition" of the Regulations. If the Tenderer to whom the Contract should be awarded will comply with any of exclusion grounds mentioned in this Section, the Procurement commission will follow the procedures specified in the Section 43, Paragraph one - seven of the Public Procurement Law.
- 8.13 The Tenderer may submit the European single procurement document (hereinafter - ESPD) as initial proof to certify that it complies with the selection criteria for Tenderers. This document must be submitted electronically and for each person upon whose capacity Tenderer relies on to certify its compliance with the requirements stipulated in the Regulations and for each of their indicated subcontractors the value of services to be provided by which amounts to at least EUR 10 000 (ten thousand euros), but if the Tenderer is a partnership – for each member thereof. To fill in the ESPD the Tenderer uses the "ESPD.xml" file at the Internet webpage <http://espd.eis.gov.lv/>.
- 8.14 To certify compliance with Procurement selection criteria, the Tenderer can limit itself to filling in the following point in the ESPD Section IV **"Selection criteria"** Part "a: *Global indication for all selection criteria*" confirming with **"Yes"**, without having to fill in Part IV, Sections A, B, C or D.



- 8.15 If the Tenderer has chosen to submit an ESPD as initial proof, the ESPD for a person upon whose capacity Tenderer relies on to certify its compliance with the requirements stipulated in the Regulations shall be filled in the part regarding the exclusion grounds and information regarding the selection criteria relevant for the specific capacity or capacities on which Tenderer relies. The ESPD for a subcontractor the value of services



to be provided by which amounts to at least EUR 10 000 (ten thousand euros) – the part regarding the exclusion grounds only.

- 8.16 If the Tenderer to whom the Contract should be awarded has chosen to submit an ESPD as initial proof, the Procurement commission will follow the procedure stipulated in the Paragraph 17 of the Cabinet regulation No 107 of 28 February 2017 "Tendering Procedures or Procurement Procedures and Design Contests".

## 9 RELIANCE ON THE CAPACITY OF OTHER PERSONS

- 9.1 For the fulfilment of the Contract, to comply with the selection requirements for the Tenderers related to the economic and financial standing and technical and professional capacity, the Tenderer may rely on the capacity of other persons, regardless of the legal nature of their mutual relationship. In this case:
- 9.1.1 The Tenderer shall indicate in the Proposal all persons on whose capacity it relies by filling in the table which is attached as an Annex No 6 "A list of other entities on whose capacity Tenderer relies on" of the Regulations and prove to the Contracting authority that the Tenderer will have available all the necessary resources for the fulfilment of the Contract by submitting a signed confirmation or agreement on cooperation and/or passing of resources to the Tenderer between such persons and the Tenderer. The confirmations and agreements on cooperation and passing of resources can be replaced with any other type of documents by which the Tenderer is able to prove that necessary resources will be available to the Tenderer and will be used during the fulfilment of the Contract.
  - 9.1.2 Documents on cooperation and passing of resources must be sufficient to prove to the Contracting authority that the Tenderer will have the ability to fulfil Contract, as well as that during the validity of the Contract Tenderer will in fact use the resources of such person upon whose capacity it relies on.
  - 9.1.3 The Contracting authority shall require joint and several liability for the execution of the Contract between the:
    - 9.1.4 Tenderer and a person on whose capacity Tenderer is relying on to certify its financial and economic performance and who will be financially and economically responsible for fulfilment of the Contract;
    - 9.1.5 each member of the partnership (if the Tenderer is a partnership) on whose capacity Tenderer is relying on and who will be financially and economically responsible for fulfilment of the Contract.
  - 9.2 The Tenderer may rely on the capacity of other persons only if these persons will provide services that require the relevant capacity.
  - 9.3 If Tenderer is a partnership, the member of the partnership upon whose qualification the partnership relies on to confirm that its qualification conforms to the requirements stipulated in the Regulations must provide the respective services for which the respective qualification was required.
  - 9.4 The Procurement commission will evaluate the person on whose capacity Tenderer to whom the rights to conclude the Contract should be assigned is relying on according to Section 8.1 of the Regulations. In case such person will comply with any of the exclusion grounds which are mentioned in Section 8.1 of the Regulations, the Procurement commission will request Tenderer to change such person. If the Tenderer will not submit documents about another person which complies with the selection criteria within 10 (ten) business days from the date when the request was issued or sent to the Tender, the Procurement commission might exclude such Tenderer from further participation in the Procurement.

## 10 SUBCONTRACTING

- 10.1 The Tenderer shall indicate in the Proposal all subcontractors of the Tenderer by filling in the table which is included in the Annex No 7 "A list of subcontractors for the Open competition" of the Regulations.
- 10.2 The Procurement commission will evaluate the subcontractor (the value of services to be provided by which amounts to at least EUR 10 000 (ten thousand euros) of the Tenderer to whom the rights to conclude the Contract should be assigned according to Sections 8.1 of the Regulations. In case if subcontractor the value of services to be provided by which amounts to at least EUR 10 000 (ten thousand euros) will comply with any of the exclusion grounds mentioned in Section 8.1 of the Regulations, the Procurement commission will request Tenderer to change such subcontractor. If the Tenderer will not submit documents about another subcontractor which complies with the selection criteria within 10 (ten) business days from the date when



the request was issued or sent to the Tender, the Procurement commission will exclude the Tenderer from further participation in the Procurement.

## 11 PERFORMANCE BOND AND WARRANTY TIME GUARANTEE

- 11.1 **The Tenderer to whom the rights to conclude the Contract for the relevant Lot have been awarded shall**, within 20 (twenty) business days after the signature of the contract, submit a Performance Bond issued by a credit institution authorized to provide financial services in the Republic of Estonia, Republic of Latvia or Republic of Lithuania respectively, or Performance Bond issued by an insurance company authorized to provide insurance services in the Republic of Estonia, Republic of Latvia and Republic of Lithuania respectively. The amount of the Performance Bond shall be 10 % (ten percent) of the total contract value in the Lot in which the Tenderer has been awarded with the rights to concluded the contract. The Performance Bond shall be issued for the following: in Estonia - National Implementing authority RAIL BALTIC ESTONIA Osaühing; in Latvia – the Beneficiary Ministry of Transport of the Republic of Latvia ; in Lithuania – National Implementing authority AB "LTG Infra".
- 11.2 **The Tenderer after the completion of the Contract in the relevant Lot** shall, after completion of the services and works and signature of the Acceptance Deed, submit a Warranty Time Guarantee issued by the issued by a credit institution authorized to provide financial services in the Republic of Estonia, Republic of Latvia or Republic of Lithuania respectively, or issued by an insurance company authorized to provide insurance services in the Republic of Estonia, Republic of Latvia and Republic of Lithuania respectively. The Warranty Time Guarantee shall cover a period of 12 (twelve) months following the Acceptance Deed and the amount of the Warranty Time Guarantee shall be 5 % (five percent) of the total contract value in the Lot in which the Tenderer has been awarded with the rights to conclude the contract. Warranty Time Guarantee shall be issued for the following: in Estonia - National Implementing authority RAIL BALTIC ESTONIA Osaühing; in Latvia – the Beneficiary Ministry of Transport of the Republic of Latvia ; in Lithuania – National Implementing authority AB "LTG Infra".

## 12 FINANCIAL PROPOSAL

- 12.1 The Financial proposal shall be submitted by filling in the form in Annex No 8 "Financial proposal" for each Part of Open competition that Tenderer intends to participate in.
- 12.2 In accordance with Section 41, Paragraph 11, Clause 2 of the Public Procurement Law Contracting authority rejects the Tenderer's proposal for Open competition, if Tenderer's proposed contract price for any of part of the Procurement exceeds 150% from estimated contract price set in Section 6.6.1, 6.6.2 or 6.6.3 of the Regulations.
- 12.3 The proposed contract price shall include all taxes, fees and payments, and all costs related to the fulfilment of the specific services, that can be reasonably estimated, except VAT, including but not limited to:
- 12.4 Tenderer must 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 costs shall be indicated in EUR not including VAT.
- 12.6 The costs must be calculated and indicated with an accuracy of 2 (two) decimal places after comma. If more than 2 (two) decimal places after comma will be indicated, then only the first two decimal places will be considered.
- 12.7 If the Tenderers Financial proposal does not comply with all the requirements of Section 12 of the Regulations, it will be considered as not compliant and will not be evaluated.

## 13 CONTENTS AND FORM OF THE PROPOSAL

- 13.1 The Proposal must be submitted electronically on E-Tenders system of the Electronic Procurement System in accordance with the following options for the Tenderer:
- 13.1.1 by using the available tools of the E-Tender system, filling the attached forms of the E-Tender system for the Procurement;
- 13.1.2 by preparing and filling the necessary electronic documents outside the E-Tenders system and attaching them to relevant requirements (in this situation the Tenderer takes responsibility for the correctness and compliance of the forms to requirements of documentation and form samples);

- 13.1.3 by encrypting electronically prepared Proposal outside of the E-Tenders system with data protection tools provided by third parties, and protection with electronic key and password (in this situation, the Tenderer takes responsibility for the correctness and compliance of the forms to requirements of documentation and form samples as well as ensuring capability to open and read the document by the Contracting authority).
- 13.2 During preparation of the Proposal, the Tenderer shall respect the following requirements:
- 13.2.1 Each document mentioned in Section 13.3 of the Regulations must be filled separately, each in a separate electronic document in line with forms attached to Procurement in a Microsoft Office 2010 (or later) format and attached to the designated part of the Procurement (<https://www.eis.gov.lv/EKEIS/Supplier/Procurement/155865>) on E-Tenders system;
- 13.2.2 Upon submission, the Tenderer signs the Proposal with secure electronic signature and time-stamp or with electronic signature provided by Electronic Procurement System. The Tenderer can use secure electronic signature and time-stamp and sign Application form, Technical confirmation, Financial proposal and other documents separately. The Proposal (its parts, if signed separately) is signed by an authorized person, and contains document from which the specific representation rights derives (the document must explicitly indicate the right 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 Open procedure in accordance with Annex No 2 “Application for participation in the Open competition”;
- 13.3.2 Financial proposal in accordance with Annex No 8 “Financial proposal”;
- 13.3.3 Information and documents confirming compliance of the Tenderer with the selection criteria for the Tenderers (set in Section 8 of the Regulations), or the corresponding European single procurement documents;
- 13.3.4 Information and documents relating to other entities on whose capacity the Tenderer is relying (in accordance with Annex No 6 “A list of other entities on whose capacity Tenderer relies on”), or the corresponding European single procurement documents;
- 13.3.5 Information and documents relating to subcontractors (in accordance with Annex No 7 “A list of the subcontractors”) and/or the corresponding European single procurement documents.
- 13.4 The Proposal may contain original documents or their derivatives (e.g., copies). In the Proposal or in reply to a request of the Procurement commission Tenderer shall submit only such original documents which have legal force. In order for the document to gain legal force it has to be issued and formatted in accordance with the Latvian Law on Legal Force of Documents of the Republic of Latvia (<https://likumi.lv/ta/en/id/210205-law-on-legal-force-of-documents>), but public documents issued abroad shall be formatted and legalized in accordance with the requirements of the Document Legalization Law of the Republic of Latvia (<https://likumi.lv/ta/id/301436-dokumentu-izstradasanas-un-noformesanas-kartiba>). Public documents issued abroad can be self-approved by the Tenderer, if it is applicable by the legislation of the respective country. When submitting the Proposal, the Tenderer has the right to certify the correctness of all submitted documents’ derivatives and translations with one certification.
- 13.5 The Proposal must be signed by a person who is legally representing the Tenderer or is authorized to represent the Tenderer in the Procurement.
- 13.6 The Tenderer shall prepare Proposal in electronic form using the E-Tenders system available on <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/155865>.
- 13.7 The Proposal must be submitted in a written form in English or in Latvian (if submitted in Latvian, translation of the Proposal in English must be provided together with the Proposal).

## 14 ENCRYPTION OF THE PROPOSAL INFORMATION

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

with the password to unlock the information not later than in 15 (fifteen) minutes after the deadline of the Proposal opening.

## 15 SUBMISSION OF A PROPOSAL

- 15.1 The Proposal (documents referred to in the Section 13.3 of the Regulations) shall be submitted electronically using the E-Tenders system available on <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/155865>. **The deadline for submission of proposals is specified in the "Contract Notice", and in the Contracting Authority's buyers profile in the Electronic Procurement System.**<sup>23</sup>
- 15.2 The Tenderer may recall or amend submitted Proposal before the expiry of the deadline for the submission of Proposals by using the E-Tenders system.
- 15.3 Only Proposals submitted on the E-Tenders system will be accepted and evaluated for participation in the Procurement. Any Proposal submitted outside the E-Tenders system will be declared as submitted in a non-compliant manner and will not participate in the Procurement.

## 16 OPENING OF PROPOSALS

- 16.1 The Proposals will be opened on the E-Tenders system, during the opening session. It is possible to follow the opening of submitted Proposals online on the E-Tenders system. **The opening time of proposals is specified in the "Contract Notice", and in the contracting Authority's buyer profile in the Electronic Procurement System.**<sup>24</sup>
- 16.2 The Proposals will be opened by using the tools offered by the E-Tenders system. The proposed contract prices and other information that characterizes the Proposal (excluding confidential information) will be published on the E-Tenders system.
- 16.3 The information regarding the Tenderer, the time of Proposal submission, the proposed hourly rate and other information that characterizes the Proposal is generated at the opening of the Proposals by the E-Tenders system and written down in the Proposal opening sheet which will be published on the E-Tenders system and Contracting authority's webpage.

## 17 VERIFICATION OF PROPOSALS FOR COMPLIANCE

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

## 18 VERIFICATION OF FINANCIAL PROPOSALS

- 18.1 The Procurement commission verifies whether the submitted Financial proposals comply with the requirements stipulated in Section 12 of the Regulations and Tenderers have filled in Annex No 8 "Financial proposal" in accordance with the requirements.
- 18.2 The Procurement commission verifies whether there are any arithmetical errors, whether an abnormally low Proposal has been received, as well as assesses and compares the proposed contract prices.

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<sup>23</sup> Please see the section "Calculation of deadlines" (in Latvian: "*Termiņu aprēķins*") in the Contract Notice and "Procurement deadlines" (in Latvian: "*Iepirkuma termiņi*") in the Electronic Procurement System.

<sup>24</sup> Please see the section "Calculation of deadlines" (in Latvian: "*Termiņu aprēķins*") in the Contract Notice and "Procurement deadlines" (in Latvian: "*Iepirkuma termiņi*") in the Electronic Procurement System.

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in Estonia, Latvia and Lithuania"

- 18.3 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 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 in order to ascertain the objectivity of the financial proposal and whether an abnormally low Proposal has been submitted.
- 18.6 The Procurement commission further evaluates the compliant Proposals which have not been declared as abnormally low proposals.

## 19 CONTRACT AWARD CRITERIA

- 19.1. The Proposal selection criterion is the most economically advantageous proposal according to the evaluation methodology described in this Section below.
- 19.2. The economically most advantageous proposal shall be the Proposal which will receive the highest sum of the scores for the following criteria:

No.	Evaluation criteria	Maximum points
1.	Implemented Quality Management system	15
2.	Additional experience of Lead Project manager	15
3.	Financial proposal	70
<b>Total</b>		<b>100</b>

- 19.3. The Procurement commission will sum up the points by each Tenderer and the Contract will be awarded to the Tenderer whose Proposal obtains the highest score according to Section 20.6, 20.7 and 20.8 of the Regulations.
- 19.4. In case several Tenderers will obtain equal number of points, the Procurement commission shall award the rights to conclude the Contract to the Tenderer which will obtain higher score for its Financial proposal. If also this score will be equal, the Procurement commission will invite representatives of those particular Tenderers and will organize a draw. In situation, when representatives of Tenderers choose to not to 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.
- 19.5. The contract will be awarded to the Tenderer whose proposal meets all the requirements stipulated in the Regulations of the Open competition and is the most economically advantageous proposal.

### 19.6 Evaluation of the criteria "Implemented quality management system"

- 19.6.1 The maximum number of points the Tenderers proposal can receive for criteria "Implemented Quality Management System" is 15 (fifteen) points;
- 19.6.2 The Tenderer will receive 15 (fifteen) points if the Tenderer has implemented a certified quality management system that complies with ISO 9001:2015 standard or equivalent, the compliance of which has been assessed by an independent accreditation body/ authority. If the Tenderer have different quality management system, the Tenderer can prove the compliance of quality management system by submitting a confirmation from independent accreditation body/ authority, that Tenderer has implemented and is using quality management system.
- 19.6.3 The implemented quality management system scope (field) shall be related to the scope of services in Annex 1 "Technical specification" of the Regulations, for example, geodetic works, general contracting of geodetic works and project management.
- 19.6.4 By proving the implementation of the certified quality management system, Tenderer confirms that certified quality management system will be applied during the performance of the services.
- 19.6.5 15 (fifteen) points is the maximum possible amount of points that the Tenderer may obtain for this criteria. No extra points shall be granted for more than one certified quality management system.

## 19.7 Evaluation of the criteria "Additional experience of the Lead Project manager"

- 19.7.1 The maximum number of points for criteria "Additional experience of Lead Project manager" is 15 (fifteen) points;
- 19.7.2 Tenderer can provide an additional experience for the Lead Project manager that exceeds the minimum experience that is requested in Section 8.4.1.7, 8.4.2.7 or 8.4.3.7 of the Regulations. Additional experience for this criteria shall be gained in another project than the one indicated in Section 8.4.1.7, 8.4.2.7 or 8.4.3.7. "Additional experience of Lead Project manager" shall be awarded with points according to the following criteria:

No	Criteria	Max Points
1	Lead Project manager has been the Lead Project manager in the project where at least <b>10 (ten) - 15 (fifteen) geodetic benchmarks</b> with anchor and installation depth deeper than 1m were installed.	5
2	Lead Project manager has been the Lead Project manager in the project where at least <b>15 (fifteen) – 50 (fifty) geodetic benchmarks</b> with anchor and installation depth deeper than 1m were installed.	10
3	Lead Project manager has been the Lead Project manager in the project where at <b>no less than 50 (fifty) geodetic benchmarks</b> with anchor and installation depth deeper than 1m were installed.	15

- 19.7.3 15 (fifteen) points are the maximum possible amount of points that the Lead Project manager can obtain for this criteria. Points will be awarded in accordance with the table in Section 20.7.2, in accordance with the range indicated in the table in Section 20.7.2.

## 19.8 Evaluation of the Financial proposal

- 19.8.1 The maximum number of points Proposal can receive for criteria "Financial proposal" is 70 (seventy) points";
- 19.8.2 The Procurement commission will evaluate the prices the Tenderer has indicated in the Financial proposal and sum up points gained in Section 20.8.3 of the Regulations.
- 19.8.3 Financial proposal will receive points for contract price mentioned in Section 11.1. of the Regulations in accordance with the following formula:

$$\text{points} = \frac{\text{lowest proposed contract price from the compliant proposals}}{\text{Tenderer's proposed contract price}} \times 70$$

## 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 grounds of exclusion for Tenderer, members of a partnership (if the Tenderer is a partnership), persons on whose capacity Tenderer is relying on to certify its compliance with the requirements, subcontractors, beneficial owners and persons who has decisive influence in the Tenderer.
- 20.2 If the Procurement commission establishes that in the information system determined by the Cabinet of the Republic of Latvia, according to the information posted on the date of the last update of data in the public tax debtors' database and the Administration System of Immovable Property Tax of the State Revenue Service
- Tenderer;
  - member of a partnership (if the Tenderer is a partnership);
  - subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;
  - person on whose capacity the Tenderer is relying to certify its compliance with the requirements;
  - beneficial owner of the Tenderer; or

- person who has decisive influence in the Tenderer on the basis of participation within the meaning of the laws and regulations regarding groups of companies (concern);
- has outstanding tax liabilities on the last day of the time limit for the submission of Proposals or on the day when the decision is taken to possibly award the Contract, the Procurement commission will set the time limit - three working days after the day of sending an information request - for the submission of the evidence - a statement from the Electronic Declaration System of the State Revenue Service, a statement issued by a local government that the relevant person did not have debts of the immovable property tax or any other objective evidence regarding non-existence of tax debts or tax liabilities - that the Tenderer or any other person listed above in this Section of the Regulations did not have any outstanding tax liabilities on the relevant day.
- 20.3 If the Tenderer fails to submit required evidence before the deadline, the Procurement commission excludes the Tenderer from participation in the Open competition.
- 20.4 Change of persons on whose capacity Tenderer is relying on to certify its compliance with the requirements or subcontractors the value of the services to be provided by which amounts to at least EUR 10 000 is performed in accordance with Sections 9.4 and 10.2 of the Regulations respectively.
- 20.5 In the event the Tenderer or partnership member (if the Tenderer is a partnership) fails to comply with requirements stipulated in Section 8.1 of the Regulations (except Section 8.1.2, 8.1.12 – 8.1.13 of the Regulations) and has indicated this in the Proposal, upon Procurement commission's request it submits an explanation about the implemented measures in order to restore reliability and prevent occurrences of the same or similar violations in future, as well as attaches evidence which proves the implemented measures, such as but not limited to evidence about compensating damages, on cooperation with investigating authorities, implemented technical, organizational or personnel measures, an assessment of a competent authority regarding the sufficiency of the implemented measures etc. The Procurement commission assesses such information. If the Procurement commission deems the measures taken are sufficient for the restoration of reliability and the prevention of similar cases in the future, it makes the decision not to exclude the Tenderer from participation in the Open competition. If the measures taken are insufficient, the Procurement commission makes the decision to exclude the Tenderer from further participation in the Open competition. If the Tenderer within the indicated time does not submit the requested information, Procurement commission excludes the Tenderer from participation in the Open competition.

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

- 21.1 The Procurement commission selects Tenderers in accordance with the set selection criteria for Tenderers, verifies the compliance of the Proposals with the requirements stipulated in the Regulations and chooses the Proposal in accordance with the contract award criteria as described in Section 20 of the Regulations. In each lot the most economically advantageous Proposal shall be selected.
- 21.2 Within 3 (three) business days from the date of decision about the Open competition results the Procurement commission informs all the Tenderers about the decision made by sending the information electronically (including on the E-Tenders system) and keeping the evidence of the date and means of sending the information. The Procurement commission announces the name of the chosen Tenderer, indicating:
  - 21.2.1 to the rejected Tenderer - the reasons for rejecting its Proposal;
  - 21.2.2 to the Tenderer who has submitted compliant Proposal - the characterization of the chosen Proposal and the relative advantages;
  - 21.2.3 the deadline by which the Tenderer may submit a complaint to the Procurement Monitoring Bureau regarding violations of the public procurement procedure.
- 21.3 If only 1 (one) Tenderer complies with all the Tenderer selection requirements (in each of the Lot), the Procurement commission prepared and includes in the Open competition report a justification of the fact that the set of requirements for Tenderer selection are objective and commensurate. If the Procurement commission cannot justify that the set requirements for Tenderer selection are objective and commensurate, Procurement commission makes the decision to terminate the Procurement.
- 21.4 If the Procurement is terminated (in any particular Lot or in general), the Procurement commission within 3 (three) business days simultaneously informs all Tenderers about all the reasons why the Open competition is terminated and informs about the deadline within which a Tenderer may submit a complaint to the Procurement Monitoring Bureau regarding the violations of the public procurement procedure. The Procurement commission when informing about the results has the right not to disclose



specific/confidential information, if it may infringe upon public interests or if the Tenderer's legal commercial interests or the conditions of competition would be violated.

- 21.5 As soon as possible but not later than within 5 (five) business days from day when the decision about the results of the Open competition is taken, the Procurement commission prepares a report of the Open competition and publishes it on the Contracting authority's profile in E-Tenders system's webpage <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/155865> and on Contracting authority's webpage <https://www.railbaltica.org/tenders/>.
- 21.6 The selected Tenderer upon receiving the notification from the Procurement commission must:
- 21.6.1 within 5 (five) business days - to submit to the Contracting authority a copy of a partnership agreement or notification regarding the establishment of the partnership, if required pursuant to requirements under the Section 7.1.2.1 of the Regulations;
  - 21.6.2 within 10 (ten) days from receiving the invitation - to sign the Contract;
  - 21.6.3 within 20 (twenty) days after receiving the Commencement notice – to submit to the Contracting authority a copy of a valid Third Party Liability Insurance that meet the requirements stipulated in the Clause 15 of the Annex 9 "Draft Contract" of the Regulations. The aggregate value of liability of the Third Party Liability insurance and for one occurrence shall be no less than twice (2) the amount of the total value of the Agreement during the entire term of the Agreement and the Defects Claims Period. The amount of liability for each insured event shall be no less than twenty percent (20%) of the total value of the Agreement.
- 21.7 The Contract in each Lot will be concluded based on the selected Tenderer's Proposal and it will be required to fulfil it on terms and conditions that are set out in the Annex No 10 "Draft contract" of the Regulations for specific Lot.
- 21.8 The Procurement commission has the right to choose the next most economically advantageous Proposal, if the Tenderer in the time stipulated by the Regulations:
- 21.8.1 refuses to conclude a partnership agreement or to establish the partnership in the cases and deadlines defined by the Regulations or in the cases and deadlines defined by the Regulations does not submit a copy of the partnership agreement or does not inform of the founding of a partnership company;
  - 21.8.2 does not submit a copy of valid Professional civil liability insurance that meets the requirements set in Section 8.3.4 of the Regulations;
  - 21.8.3 refuses to conclude the Contract or does not submit a signed Contract within the deadlines defined in the Regulations.
- 21.9 In any of such cases mentioned in the Section 22.9 of the Regulations, the Procurement commission is entitled to terminate the Procurement without selecting any Proposal or to select the Proposal with the next most economically advantageous Proposal. For either of these decisions a written decision must be made.
- 21.10 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 22.7 of the Regulations, the Procurement commission decides to terminate the Open competition without selecting any Proposal.
- 21.11 Contracting authority may suspend the announced procurement procedure at any time, if there is an objective reason for that.

## 22 ANNEXES

1. Technical specification on 96 (ninety six) pages;
2. Application for participation in the Open procedure on 2 (two) pages;
3. Confirmation of the Tenderer's financial standing on 2 (two) pages;
4. Description of the Tenderer's experience on 2 (two) pages;
5. Description of the Lead Project manager's on 6 (six) pages;



6. A list of other entities on whose capacity Tenderer relies on 1 (one) page;
7. A list of the subcontractors on 1 (one) page;
8. Financial proposal on 3 (three) pages;
9. Confirmation of Technical Specification on 1 (one) page;
10. Draft contract on 49 (forty nine) pages;

## **ANNEX NO 1: TECHNICAL SPECIFICATION**

Please see the document in separate file named "Annex 1 "Technical Specification""

## ANNEX NO 2: APPLICATION

### APPLICATION FOR PARTICIPATION IN THE OPEN COMPETITION “ESTABLISHMENT OF RAIL BALTICA PRIMARY CP0 GEODETIC BENCHMARKS IN ESTONIA, LATVIA AND LITHUANIA” (ID NO RBR 2025/8)

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

By submitting the Proposal, the Tenderer hereby:

1. Confirms participation in the Open competition “Establishment of Rail Baltica Primary CP0 Geodetic Benchmarks in Estonia, Latvia and Lithuania” (ID No RBR 2025/8)<sup>25</sup>:

Lot No 1 “Establishment of Rail Baltica Primary CP0 Geodetic Benchmarks in Estonia” ☐

Lot No 2 “Establishment of Rail Baltica Primary CP0 Geodetic Benchmarks in Latvia” ☐

Lot No 3 “Establishment of Rail Baltica Primary CP0 Geodetic Benchmarks in Lithuania” ☐

2. Informs that the following entities and/or persons comply with the following exclusion grounds (if any):

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

<sup>25</sup> Please indicate by ticking relevant box.

[•]
[•]

3. Confirms that, if the Tenderer will be awarded the Contract, the Tenderer will provide the services in accordance with the requirements of the Annex No 1 "Technical specification".
4. Confirms that Regulations is 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 shall 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 10);
5. Confirms that in the preparation and submission of its Proposal, Tenderer has fully considered all the clarifications issued by the Contracting authority;
6. Confirms that Tenderer has prepared the Proposal without connection with any other person, company or parties likewise submitting a Proposal and that it is prepared in all respects for in good faith, without collusion or fraud;
7. Confirms that Tenderer's offered services are free from all liens, interests or other rights of third parties;
8. Agrees that the Contracting authority reserves itself the right to reject any or all Proposals and cancel the procurement process before entry into Contract on the grounds specified in the Regulations or the law;
9. Guarantees that all information and documents provided are true;

**10. Confirms<sup>26</sup> that meets the criteria of (please indicate by ticking relevant box):**

☐ a small
                    
 ☐ medium
                    
 ☐ other

sized enterprise<sup>27</sup> as defined in the Article 2 of the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprise.<sup>28</sup>

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[date of signing]

[name and position of the representative of the Tenderer]

<sup>26</sup> Tenderer must indicate size of enterprise for each member of the partnership, if the Tenderer is a partnership.

<sup>27</sup> The information on the size of the Tenderer is used solely for statistical purposes and is not in any way whatsoever used in the evaluation of the Tenderer or the Proposal.

<sup>28</sup> Available here - [http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.L\\_.2003.124.01.0036.01.ENG&toc=OJ:L:2003:124:TOC](http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.L_.2003.124.01.0036.01.ENG&toc=OJ:L:2003:124:TOC)

## ANNEX NO 3: CONFIRMATION OF FINANCIAL STANDING

### CONFIRMATION OF TENDERER'S FINANCIAL STANDING FOR THE OPEN PROCEDURE "ESTABLISHMENT OF RAIL BALTICA PRIMARY CP0 GEODETIC BENCHMARKS IN ESTONIA, LATVIA AND LITHUANIA" (ID NO. RBR 2025/8)

#### 1. Section 8.3.1 of the Regulation

If the Tenderer submits a Proposal for Lot No 1 "Establishment of Rail Baltica Primary CP0 Geodetic Benchmarks in Estonia" of the Procurement, 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 (2022, 2023, 2024) is not less than 86 000 EUR (eighty six thousand euros, 0 cents) per year.

If the Tenderer submits a Proposal Lot No 2 "Establishment of Rail Baltica Primary CP0 Geodetic Benchmarks in Latvia" of the Procurement, 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 (2022, 2023, 2024) is not less than 140 000 EUR (one hundred forty thousand euros, 0 cents) per year.

If the Tenderer submits a Proposal for Lot No 3 "Establishment of Rail Baltica Primary CP0 Geodetic Benchmarks in Lithuania" of the Procurement, 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 (2022, 2023, 2024) is not less than 84 000 EUR (eighty four thousand euros, 0 cents) per year.

In the event the average annual 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.

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.

No	Year	Total Turnover in EUR	Notes
The Tenderer or member of the partnership (if the Tenderer is a partnership) on whose capacity the Tenderer is relying to certify it's financial and economic performance (Section 8.3 of the Regulations) and who will be financially and economically responsible for fulfilment of the Contract/-s or other entity on whose capacity the Tenderer is relying (if the Tenderer is relying on other entity's capacity) to certify it's financial and economic performance and who will be financially and economically responsible for fulfilment of the Contract/-s:			
_____			
Name of the Tenderer/member of a partnership/other entity			
1.	2022		
2.	2023		
3.	2024		
Average annual turnover within the last 3 (three) financial years			

#### 2. Section 8.3.2 of the Regulations

The Tenderer and each member of the partnership (if the Tenderer is a partnership) on whose capacity the Tenderer is relying to certify it's financial and economic performance and who will be financially and economically responsible for the fulfilment of the Contract/-s and other entity on whose capacity the Tenderer

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is relying to certify it's financial and economic performance and who will be financially and economically responsible for the fulfilment of the Contract/-s, shall have stable financial and economic performance, namely, in the last financial year 2024 liquidity ratio (current assets divided by short-term liabilities) shall be equal to or exceed 1 (one) and shall have positive equity.

---

Name of the Tenderer/member of partnership/other entity

$$\text{liquidity ratio} = \frac{\text{current assets}}{\text{short-term liabilities}} = \underline{\hspace{2cm}}$$

$$\text{equity} = \text{total assets} - \text{total liabilities} = \underline{\hspace{2cm}}$$

---

[date of signing]

[name and position of the representative of the Tenderer]

## ANNEX NO 4: DESCRIPTION OF TENDERER'S EXPERIENCE

### DESCRIPTION OF THE TENDERER'S EXPERIENCE FOR THE OPEN PROCEDURE "ESTABLISHMENT OF RAIL BALTICA PRIMARY CP0 GEODETIC BENCHMARKS IN ESTONIA, LATVIA AND LITHUNIA" (ID NO. RBR 2025/8)

#### LOT NO 1 "ESTABLISHMENT OF RAIL BALTICA PRIMARY CP0 GEODETIC BENCHMARKS IN ESTONIA"

No	Client, client's contact information for references (name of representative, phone, e-mail) <sup>29</sup>	Period of the contract (month/year – month/year)	Description of the services and works provided that characterize required experience, stated in Section 8.4.1.1 and 8.4.1.2 of the Regulations	Value of the project previous experience project that proves compliance with Section 8.4.1.2 of the Regulations (VAT not included)
1.				
2.				
3.				
n+1				

#### LOT NO 2 "ESTABLISHMENT OF RAIL BALTICA PRIMARY CP0 GEODETIC BENCHMARKS IN LATVIA"

No	Client, client's contact information for references	Period of the contract	Description of the services and works provided that characterize required	Value of the project previous experience project that proves compliance with Section 8.4.2.2 of the Regulations
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<sup>29</sup> In case of doubt, the Contracting authority has the right to contact the Client to verify that the services specified complies with the requirements set in Section 8.4.1.1 and/or 8.4.1.2 of the Regulations.



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	(name of representative, phone, e-mail) <sup>30</sup>	(month/year – month/year)	experience, stated in Section 8.4.2.1 and 8.4.2.2 of the Regulations	(VAT not included)
1.				
2.				
3.				
n+1				

**LOT NO 3 "ESTABLISHMENT OF RAIL BALTICA PRIMARY CP0 GEODETIC BENCHMARKS IN LITHUANIA"**

No	Client, client's contact information for references (name of representative, phone, e-mail) <sup>31</sup>	Period of the contract (month/year – month/year)	Description of the services and works provided that characterize required experience, stated in Section 8.4.3.1 and 8.4.3.2 of the Regulations	Value of the project previous experience project that proves compliance with Section 8.4.3.2 of the Regulations (VAT not included)
1.				
2.				
3.				
n+1				

[date of signing]

[name and position of the representative of the Tenderer]

<sup>30</sup> In case of doubt, the Contracting authority has the right to contact the Client to verify that the services specified complies with the requirements set in Section 8.4.2.1 and/or 8.4.2.2 of the Regulations.

<sup>31</sup> In case of doubt, the Contracting authority has the right to contact the Client to verify that the specified project complies with the requirements set in Section 8.4.3.1 and/or 8.4.3.2 of the Regulations.

## ANNEX NO 5: DESCRIPTION OF LEAD PROJECT MANAGER'S EXPERIENCE

### DESCRIPTION OF LEAD PROJECT MANAGER'S EXPERIENCE FOR THE OPEN PROCEDURE "ESTABLISHMENT OF RAIL BALTICA PRIMARY CP0 GEODETIC BENCHMARKS IN ESTONIA, LATVIA AND LITHUANIA" (ID NO. RBR 2025/8)

#### LOT NO 1 "ESTABLISHMENT OF RAIL BALTICA PRIMARY CP0 GEODETIC BENCHMARKS IN ESTONIA"

Name, surname \_\_\_\_\_

Certification field \_\_\_\_\_

Certificate No or link where certificate can be found \_\_\_\_\_

No	Client, client's contact information for references (name of representative, phone, e-mail) <sup>32</sup>	Name of the project (Country where the project took place)	Period of the execution of works (month/year-month/year)	Description of the services and works provided that characterize required experience of the Lead Project manager's complies with the requirements set out in Sections 8.4.1.7 of the Regulations
1.				
2.				
...				

#### ENGLISH LANGUAGE SKILLS<sup>33</sup>

Understanding		Speaking		Writing
Listening	Reading	Spoken interaction	Spoken production	

<sup>32</sup> In case of doubt, the Contracting authority has the right to contact the Client to verify that the services specified complies with the requirements set in Section 8.4.1.7 of the Regulations.

<sup>33</sup> Language skill level is based on Common European Framework of Reference for Languages (see <http://europass.cedefop.europa.eu/resources/european-language-levels-cefr>)

<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.

#### ESTONIAN LANGUAGE SKILLS<sup>34</sup>

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

I, <name, surname>, acknowledge that the aforementioned information accurately reflects my experience and qualification.

I confirm that I have knowledge of Estonian national legislation and normative acts.

I confirm that as a Lead Project manager I will fulfil the role of a Lead Project manager in full compliance, but not limited to, with Section 1.6 of the Regulations.

I hereby acknowledge that I have read terms and conditions of the Draft Contract and the Open competition Regulations, and that this acknowledgment cannot be revoked, except in the case of exceptional circumstances, which cannot be foreseen during the procurement. In addition, I have consented that my personal data (name, surname) are processed by the contracting Authority during this pen competition.

I confirm that in case the Tenderer [name of the tenderer or members of the partnership] will conclude the Contract as the result of the Open competition I will participate as [position of an expert] in the execution of the Contract.

---

[date of signing]

[signature]

[name of the expert]

---

<sup>34</sup> Language skill level is based on Common European Framework of Reference for Languages (see <http://europass.cedefop.europa.eu/resources/european-language-levels-cefr>)

## LOT NO 2 "ESTABLISHMENT OF RAIL BALTICA PRIMARY CP0 GEODETIC BENCHMARKS IN LATVIA"

Name, surname \_\_\_\_\_

Certification field \_\_\_\_\_

Certificate No or link where certificate can be found \_\_\_\_\_

No	Client, client's contact information for references (name of representative, phone, e-mail) <sup>35</sup>	Name of the project (Country where the project took place)	Period of the execution of works (month/year-month/year)	Description of the services and works provided that characterize required experience of the Lead Project manager's complies with the requirements set out in Sections 8.4.2.7 of the Regulations
1.				
2.				
...				

### ENGLISH LANGUAGE SKILLS<sup>36</sup>

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

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

<sup>35</sup> In case of doubt, the Contracting authority has the right to contact the Client to verify that the services specified complies with the requirements set in Section 8.4.2.7 of the Regulations.

<sup>36</sup> Language skill level is based on Common European Framework of Reference for Languages (see <http://europass.cedefop.europa.eu/resources/european-language-levels-cefr>)

#### LATVIAN LANGUAGE SKILLS<sup>37</sup>

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

I, <name, surname>, acknowledge that the aforementioned information accurately reflects my experience and qualification.

I confirm that I have knowledge of Latvian national legislation and normative acts.

I confirm that as a Lead Project manager I will fulfil the role of a Lead Project manager in full compliance, but not limited to, with Section 1.6 of the Regulations.

I hereby acknowledge that I have read terms and conditions of the Draft Contract and the Open competition Regulations, and that this acknowledgment cannot be revoked, except in the case of exceptional circumstances, which cannot be foreseen during the procurement. In addition, I have consented that my personal data (name, surname) are processed by the contracting Authority during this pen competition.

I confirm that in case the Tenderer [name of the tenderer or members of the partnership] will conclude the Contract as the result of the Open competition I will participate as [position of an expert] in the execution of the Contract.

---

[date of signing]

[signature]

[name of the expert]

<sup>37</sup> Language skill level is based on Common European Framework of Reference for Languages (see <http://europass.cedefop.europa.eu/resources/european-language-levels-cefr>)

## LOT NO 3 "ESTABLISHMENT OF RAIL BALTICA PRIMARY CP0 GEODETIC BENCHMARKS IN LITHUANIA"

Name, surname \_\_\_\_\_

Certification field \_\_\_\_\_

Certificate No or link where certificate can be found \_\_\_\_\_

No	Client, client's contact information for references (name of representative, phone, e-mail) <sup>38</sup>	Name of the project (Country where the project took place)	Period of the execution of works (month/year-month/year)	Description of the services and works provided that characterize required experience of the Lead Project manager's complies with the requirements set out in Sections 8.4.3.7 of the Regulations
1.				
2.				
...				

### ENGLISH LANGUAGE SKILLS<sup>39</sup>

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

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

### LATVIAN LANGUAGE SKILLS<sup>40</sup>

Understanding		Speaking		Writing
Listening	Reading	Spoken interaction	Spoken production	

<sup>38</sup> In case of doubt, the Contracting authority has the right to contact the Client to verify that the services specified complies with the requirements set in Section 8.4.3.7 of the Regulations.

<sup>39</sup> Language skill level is based on Common European Framework of Reference for Languages (see <http://europass.cedefop.europa.eu/resources/european-language-levels-cefr>)

<sup>40</sup> Language skill level is based on Common European Framework of Reference for Languages (see <http://europass.cedefop.europa.eu/resources/european-language-levels-cefr>)

<i>Enter level</i>	<i>Enter level</i>	<i>Enter level</i>	<i>Enter level</i>	<i>Enter level</i>
--------------------	--------------------	--------------------	--------------------	--------------------

I, *<name, surname>*, acknowledge that the aforementioned information accurately reflects my experience and qualification.

I confirm that I have knowledge of Lithuanian national legislation and normative acts.

I confirm that as a Lead Project manager I will fulfil the role of a Lead Project manager in full compliance, but not limited to, with Section 1.6 of the Regulations.

I hereby acknowledge that I have read terms and conditions of the Draft Contract and the Open competition Regulations, and that this acknowledgment cannot be revoked, except in the case of exceptional circumstances, which cannot be foreseen during the procurement. In addition, I have consented that my personal data (name, surname) are processed by the contracting Authority during this pen competition.

I confirm that in case the Tenderer [name of the tenderer or members of the partnership] will conclude the Contract as the result of the Open competition I will participate as [position of an expert] in the execution of the Contract.

---

[date of signing]

[signature]

[name of the expert]



"Establishment of Rail Baltica Primary CP0 Geodetic Benchmarks in Estonia, Latvia and Lithuania"

## ANNEX NO 6: OTHER ENTITIES ON WHOSE CAPACITY TENDERER RELIES ON

A LIST OF OTHER ENTITIES ON WHOSE CAPACITY TENDERER RELIES ON  
TO MEET THE REQUIREMENT OF THE OPEN PROCEDURE  
"ESTABLISHMENT OF RAIL BALTICA PRIMARY CP0 GEODETIC BENCHMARKS IN ESTONIA, LATVIA AND LITHUANIA"  
(ID NO. RBR 2025/8)

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]

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## ANNEX NO 7: SUBCONTRACTORS

### A LIST OF THE SUBCONTRACTORS FOR THE OPEN PROCEDURE

“ESTABLISHMENT OF RAIL BALTICA PRIMARY CP0 GEODETIC BENCHMARKS IN ESTONIA, LATVIA AND LITHUANIA”

(ID NO. RBR 2025/8)

No	Name of the sub-contractor (registration No., legal address)	Description of the sub-contracted task	Sub-contracted tasks		Size of the enterprise <sup>41</sup>
			Amount, EUR (VAT not included)	% from the proposed price	
I	Subcontractors the value of services to be provided by which amounts to at least EUR 10 000 (ten thousand euros)				
1					
2					
n+1					
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]

[name and position of the representative of the Tenderer]

<sup>41</sup> Please indicate the size of enterprise (small, medium or other) as defined in the Article 2 of Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprise. Available here: [http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.L\\_.2003.124.01.0036.01.ENG&toc=OJ.L:2003:124:TOC](http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.L_.2003.124.01.0036.01.ENG&toc=OJ.L:2003:124:TOC)

**ANNEX NO 8: FINANCIAL PROPOSAL**

FINANCIAL PROPOSAL FOR THE OPEN PROCEDURE<sup>42</sup>

“ESTABLISHMENT OF RAIL BALTICA PRIMARY CP0 GEODETIC BENCHMARKS IN ESTONIA, LATVIA AND LITHUANIA”  
(ID NO. RBR 2025/8)

**Lot No 1 “Establishment of Rail Baltica Primary CP0 Geodetic Benchmarks in Estonia”**

The Tenderer [*name of the Tenderer*] offers to deliver services and works in accordance with the Annex No 1 “Technical specification” for the following costs<sup>43</sup>:

No.	Service	Price (EUR not including VAT)
1.	Production of the benchmarks	
2.	Maintenance of the existing benchmarks (including office work)	
3.	Installation of the new benchmarks (including office work)	
4.	Preliminary measurements and preparation of the Final Report	
5.	Hourly rate for Variation fee (additional works) <sup>44</sup>	
	TOTAL VALUE, not including VAT:	

---

[date of signing]

[name and position of the representative of the Tenderer]

<sup>42</sup> Tenderer shall only fill in the financial proposal for the Lot in which Tenderer submits proposal.

<sup>43</sup> When preparing the Financial proposal, the rules of Section 12 of the Regulations must be followed.

<sup>44</sup> Price indicated in this section will be used only if any variations (additional works) during the fulfilments of the agreement will be needed in accordance with Clause 5 of Annex 9 “Draft Agreement” of the Regulations.

### Lot No 2 "Establishment of Rail Baltica Primary CP0 Geodetic Benchmarks in Latvia"

The Tenderer [*name of the Tenderer*] offers to deliver services and works in accordance with the Annex No 1 "Technical specification" for the following costs<sup>45</sup>:

No.	Service	Price (EUR not including VAT)
1.	Production of the benchmarks	
2.	Maintenance of the existing benchmarks (including office work)	
3.	Installation of the new benchmarks (including office work)	
4.	Preliminary measurements and preparation of the Final Report	
5.	Hourly rate for Variation fee (additional works) <sup>46</sup>	
	TOTAL VALUE, not including VAT:	

---

[date of signing]

[name and position of the representative of the Tenderer]

---

<sup>45</sup> When preparing the Financial proposal, the rules of Section 12 of the Regulations must be followed.

<sup>46</sup> Price indicated in this section will be used only if any variations (additional works) during the fulfilment of the agreement will be needed in accordance with Clause 5 of Annex 9 "Draft Agreement" of the Regulations.

**Lot No 3 "Establishment of Rail Baltica Primary CP0 Geodetic Benchmarks in Lithuania"**

The Tenderer [*name of the Tenderer*] offers to deliver services and works in accordance with the Annex No 1 "Technical specification" for the following costs<sup>47</sup>:

No.	Service	Price (EUR not including VAT)
1.	Production of the benchmarks	
2.	Maintenance of the existing benchmarks (including office work)	
3.	Installation of the new benchmarks (including office work)	
4.	Preliminary measurements and preparation of the Final Report	
5.	Hourly rate for Variation fee (additional works) <sup>48</sup>	
	TOTAL VALUE, not including VAT:	

---

[date of signing]

[name and position of the representative of the Tenderer]

---

<sup>47</sup> When preparing the Financial proposal, the rules of Section 12 of the Regulations must be followed.

<sup>48</sup> Price indicated in this section will be used only if any variations (additional works) during the fulfilment of the agreement will be needed in accordance with Clause 5 of Annex 9 "Draft Agreement" of the Regulations.

**ANNEX NO 9: CONFIRMATION OF TECHNICAL SPECIFICATION**

## CONFIRMATION OF TECHNICAL SPECIFICATION

## FOR THE OPEN PROCEDURE

"ESTABLISHMENT OF RAIL BALTICA PRIMARY CP0 GEODETIC BENCHMARKS IN ESTONIA, LATVIA AND LITHUANIA"

(ID NO RBR 2025/8)

We hereby certify that the Tenderer *[name of the Tenderer]*, has reviewed in full all Sections of Annex No 1 "Technical Specification" of the Open procedure "Establishment of Rail Baltica Primary CP0 Geodetic Benchmarks in Estonia, Latvia and Lithuania" ID No RBR 2025/8 and has full understanding of the scope of works and services and accepts all provisions thereof for the Lot No *[Tenderer fill in the Lot in which Tenderer is submitting proposal]*.

The Tenderer *[name of the Tenderer]* confirms that it will engage the relevant employees and other personnel with appropriate professional qualifications and professional experience required for the completion of the Contract within the time schedule and in quality as required under the terms of the Contract.

The Tenderer *[name of the Tenderer]* confirms that the Tenderer has in its possession (either through lease or ownership) the necessary equipment and tools to complete the Contract.

Should the Tenderer be awarded the right to conclude the procurement contract, the Tenderer undertakes to duly and completely fulfil all requirements stipulated in Annex No 1 "Technical Specification", procurement Regulations as well as procurement Contract.

---

[date of signing]

[name and position of the representative of the Tenderer]



"Establishment of Rail Baltica Primary CP0 Geodetic Benchmarks  
in Estonia, Latvia and Lithuania"

**ANNEX NO 10: DRAFT CONTRACT**

Please see the document in separate file named "Annex 10 "Draft contract"".