



APPROVED  
by the decision (Minutes No 1) of  
20.05.2022. of the Procurement  
Commission of  
VSIA "Kultūras un sporta centrs  
"Daugavas stadions""  
Commission Vice Chairperson

  
A. Paeglis

**VSIA "Kultūras un sporta centrs "Daugavas stadions""**

## **OPEN CONTEST**

**"Construction of the "New Building of Commands' Sports Games Hall""**

## **THE REGULATIONS**

**Procurement Identification No. DS 2022/3/AK**

## 1. General information

1.1. **Procurement identification number:** DS 2022/3/AK

1.2. **Procurement procedure:** Open contest (hereinafter referred to as – the Contest) in accordance with Section 8 (1)(1) of the Public Procurement Law.

1.3. The Regulations of the Contest (hereinafter referred to as – the Regulations) contains general requirements related to the procurement procedure in the profile of which the Regulations are included. The Regulations of the Contest contains information (information about the Contracting authority, detailed information about the subject-matter of the procurement, the tenderers' qualification requirements, financial tender requirements, draft agreement, templates and other information) available in the respective procurement procedure profile data, in the E-contest sub-system of electronic procurement system (hereinafter referred to as – EPS). Annexes published in the Contest section shall be integral part of the Regulations.

1.4. **Contracting authority:**

<b>Name of the Contracting authority:</b>	VSIA "Kultūras un sporta centrs "Daugavas stadions""
<b>Address:</b>	Augšsila 1, Rīga, LV 1009, Latvia
<b>Reg. No:</b>	50003140671
<b>Phone number:</b>	25422121
<b>E-mail:</b>	<a href="mailto:info@daugavasstadions.lv">info@daugavasstadions.lv</a>
<b>Working hours:</b>	Weekdays from 8:30 to 17:00, lunch break from 12:00 to 12:30
<b>Contact person:</b>	Dana Pileva, Project manager
<b>Phone number:</b>	22132211
<b>E-mail:</b>	<a href="mailto:dana.pileva@daugavasstadions.lv">dana.pileva@daugavasstadions.lv</a>

1.5. **Tenderer** – Supplier registered in the EPS and submitting a tender in the e-competition sub-system (Supplier – natural or legal person, a commissioning party, or an association of such persons in any combination which offers services accordingly).

1.5.1. For the Tenderer to submit a tender proposal in the procurement procedure, it shall register in the EPS or shall submit the tender proposal in the e-competition sub-system by the use of other information system aimed at submission of electronic tenders and compatible with the EPS according to the legal framework providing for technical requirements of information systems used for submission of electronic applications and tender proposals.

1.5.2. The Tenderer, formed by a group of persons not registered in any particular legal status in accordance with laws and regulations of one of the Member States of the European Union and invited to conclude an agreement, within 10 business days from the day when the Contracting authority is entitled to conclude the procurement agreement in accordance with the Public Procurement Law, at its own discretion establishes a general partnership or concludes a company agreement by agreeing on the division of responsibilities of the members of the association.

1.5.3. The Tenderer, if it engages a subcontractor(s), shall indicate in the EPS in the section of this procurement all engaged subcontractors (including subcontractor's subcontractors) whose scope of services or construction to be provided of at least 10% (ten per cent) of the offered price of the agreement, and the part of the procurement agreement subcontracted to each subcontractor.

## 2. INFORMATION ABOUT THE SUBJECT-MATTER OF PROCUREMENT

- 2.1. **Subject-matter of the procurement:** Construction of Contracting authority's New building of Commands Sports Games Hall (hereinafter referred to as – Object), in accordance with the provisions of the Technical Specification (Annex 1 to the Regulations - *attached to the Regulations in a separate annex*) and the draft Procurement Agreement (Annex 12 to the Regulations) and these Regulations.
- 2.2. **CPV code** – 45000000-7 (construction works).
- 2.3. **The amount of financing available to the Contracting authority** - 12 896 600.00 EUR (twelve million eight hundred and ninety-six thousand six hundred Euro, 00 cents), excluding the value added tax (hereinafter referred to as – VAT).
- 2.4. **Place and Time of Fulfilment of the Agreement:**
  - 2.4.1. Place of fulfilment of the Agreement – Riga, Latvia.
  - 2.4.2. **The expected duration of the procurement agreement shall be up to the full fulfilment of the obligations of the parties. The planned time period for execution of the procurement object shall be 11 (eleven) months from the day of mutual signing thereof, including construction work of the object, putting into service of the object and putting the object into service to the commissioning party, but not later than by 30.06.2023.**
  - 2.4.3. All deadlines and conditions for the fulfilment of obligations are specified in the draft procurement agreement (Annex 12 to the Regulation) and in the Technical Specification (Annex 1 to the Regulation).
- 2.5. **Source of funding:** Own funding of Contracting authority and other funding.
- 2.6. The tenderer may submit one version of the tender. The tender shall be submitted for the total amount of the procurement object.
- 2.7. The submission of a tender is an expression of the free will of the Tenderer, therefore, irrespective of the results of the competition, the Contracting authority does not take responsibility for the expenses of the Tenderer related to the preparation and submission of the tender.

## 3. AVAILABILITY OF DOCUMENTS OF PROCUREMENT PROCEDURE.

### EXCHANGE OF INFORMATION AND PROCEDURES FOR REQUEST OF INFORMATION. PROCEDURES FOR DRAWING UP OF DOCUMENTS AND SUBMISSION OF TENDER PROPOSALS. PLACE AND PROCEDURES FOR SUBMISSION AND OPENING OF TENDER PROPOSALS.

- 3.1. **Availability of documents of procurement procedure:**
  - 3.1.1. A direct and free electronic access to the procurement procedure documentation and all the up-to-date information regarding the procurement procedure, including the Regulations, amendments to the Regulations and answers to the questions of the interested Tenderers is ensured in the profile of the Contracting authority in the section of this Contest in the EPS. The procurement procedure documentation in English shall be informative in nature, in case of contradictions between them the text of the procurement procedure documentation in Latvian shall prevail.
  - 3.1.2. 3.1.2. The interested Tenderer may register in the EPS as a recipient of the Contest Regulations if it has been registered in the EPS as the Supplier. Explanation on registration in the EPS:  
<https://www.eis.gov.lv/EIS/Publications/PublicationView.aspx?PublicationId=883> .

Registration forms and more information can be found on the EPS website:  
<https://www.eis.gov.lv/EIS/Publications/PublicationView.aspx?PublicationId=4&systemCode=CORE>.

- 3.1.3. Additional information to be provided in relation to this Contest will be published in the profile of the Contracting authority on the website of the EPS in the section of this Contest. The interested Tenderer or the Supplier has an obligation to follow the published information. The Contracting authority shall not be held liable if any interested Tenderer has not been acquainted with the information that has been provided with a free and direct electronic access.

**3.2. Exchange of information and procedures for request of information:**

- 3.2.1. Any additional information the interested Tenderer or Supplier shall request in the Latvian language by making a request to the e-mail address indicated in the profile of the Contracting authority in the section of this Contest on the website of the EPS.
- 3.2.2. The Contracting authority and the interested Tenderers or Suppliers shall exchange the information under the procedures specified in the Public Procurement Law. For information exchange with the interested Tenderer or Supplier, the Contracting authority shall use the e-mail address which it has indicated in the system as the one intended for official communication.
- 3.2.3. Any additional information to be provided in relation to this Contest will be published in the profile of the Contracting authority in the section of this Contest on the website of the EPS.
- 3.2.4. If the interested Tenderer or the Supplier has promptly requested additional information about requirements for the preparation and submission of tenders or for the selection of Tenderers, included in the procurement procedure documents, *the Procurement Commission shall provide it within 5 (five) business days, but no later than 6 (six) days before the expiry of the term for submission of tenders.*
- 3.2.5. Territory examination: The territory of the Object shall be freely accessible — any interested party at any convenient time shall have a possibility to examine the territory for the agreement execution, without giving any prior notice to the contact person responsible for the Contest.

**3.3. Procedures for drawing up of documents and submission of tender proposals:**

- 3.3.1. The tender proposal shall be submitted electronically in the EPS, providing the following options to a Tenderer:
- 3.3.1.1. By the use of tools offered by the EPS, completing the system's forms included in the section of this procurement procedure;
- 3.3.1.2. By preparing electronically completed documents outside the EPS and by adding them to appropriate requirements (in this case the Tenderer is responsible for compliance of the completed forms with the document requirements and templates).
- 3.3.2. Upon the preparation of the tender proposal, the Tenderer shall consider that:
- 3.3.2.1. Application for participation in the procurement procedure (Annex 2 to the Regulations), Financial proposal (Annex 4 to the Regulations), according to the document templates attached to the EPS procurement procedure profile, shall only be completed electronically, each in a separate electronic document, in a readable format, and shall be added to the relevant procurement procedure profile section, and shall be signed only with a secure e-signature.
- 3.3.2.2. Upon the submission of the tender proposal, the Tenderer shall sign it with a secure electronic signature and a time stamp, or with the system signature offered by the EPS. The Tenderer shall sign the Application for participation in

the procurement procedure and the Financial proposal with a secure electronic signature and a time stamp. The tender proposal (its parts, if signed separately) shall be signed by a person authorized to represent the Tenderer, by attaching a document certifying such representation.

- 3.3.2.3. The tender proposal shall be submitted in the Latvian language, qualification documents (e.g., certificates, certifications or other documents not prepared or submitted by the Tenderer itself) may be submitted in any other language with the Tenderer's certified translation in the Latvian language.
- 3.3.2.4. The Tenderer shall submit the Technical proposal prepared according to the requirements set forth in Clause 6.4 of the Regulations, and the Financial proposal — according to the requirements set forth in Clause 6.5 of the Regulations.
- 3.3.2.5. When drawing up the tender documents, the Tenderer shall meet the requirements set forth in the Electronic Document Law and the Cabinet Regulation No. 473 of 28 June 2005 "Procedures for developing, drawing-up, retention and circulation of electronic document in the public and municipal authorities, and the procedures for circulation of electronic documents between the public and municipal authorities or between these authorities and natural and legal persons" with respect to drawing-up of electronic documents, as well as copies of electronic documents in a printed format and its legal force. The Tenderer is entitled to certify all derived documents and translations included in the tender proposal, by submitting one joint acknowledgement related to all derived documents and translations.
- 3.3.2.6. All proposed prices shall be indicated in *Euro* (EUR), excluding the value added tax (VAT).
- 3.3.2.7. Upon the submission of the tender proposal, the Tenderer shall fully accept all conditions included in the Regulations (including in the annexes and forms of the Regulations that are placed in the EPS, the profile of the Contracting authority, the section of this Contest).
- 3.3.2.8. The tender proposal shall be prepared so that functionality of the EPS is not endangered and access to the information included in the tender proposal is not limited, including that the tender proposal must not contain any computer viruses or other malicious software and encryptions not notified to the Contracting authority by the Tenderer.
- 3.3.2.9. In case upon the submission of the tender, the Tenderer fails to meet any of the conditions specified in Clause 3.3, the Procurement Commission is entitled not to consider such tender proposal based on the assessment of the significance of non-compliance.
- 3.3.2.10. In case a notice is received from the system operator regarding any interruptions in the EPS due to which it is not possible to submit tenders, the Procurement Commission shall make a decision to extend the term for submission of tenders, and the Contracting authority shall publish in its profile the information about extension of term for submission of tender proposals, at the same time notifying on the made decision all the suppliers who have registered as recipients of procurement documentation, and shall make a notice on changes or additional information for submission to the publication management system. In case a notice is received from the system operator regarding any interruptions in the EPS due to which it is not possible to ensure safety of tenders, the Procurement Commission shall make a decision on

suspension of procurement procedure, and the Contracting authority shall make a notice on granting the rights to conclude the agreement and submits it to the publication management system.

**3.4. Place and procedures for submission and opening of tender proposals:**

- 3.4.1. The tender proposal shall be submitted **no later than June 30, 2022 11 o'clock** on the website of the EPS.
- 3.4.2. Tender proposals submitted outside the EPS:
  - 3.4.2.1. will be recognized as incompliant with the requirements of the Regulations;
  - 3.4.2.2. will not be opened and shall be returned to the applicant.
- 3.4.3. The opening of the tenders shall take place immediately after the expiry of submission of proposals, as specified in Clause 3.4.1. of this Contests' Regulations.
- 3.4.4. The Contracting authority shall open the submitted tender proposals at the same time, immediately after the expiry of submission of proposals indicated in the profile of the Contracting authority in the section of this Contest on the website of the EPS, except for the case referred to in Section 68(7) of the Public Procurement Law. In the case referred to in Section 68(7) of the Public Procurement Law, the Contracting authority shall publish the information about the cancellation of tender opening in its purchaser's profile in the section of this Contest on the website of the EPS and shall not open the submitted tender proposals. If the Application Examination Commission of the Procurement Monitoring Bureau makes the decision referred to in Section 71(2) of the Public Procurement Law or the administrative case is terminated, the Contracting authority shall publish the information about the term and time for tender opening in its purchaser's profile in the section of this Contest on the website of the EPS and shall inform the tenderers at least three business days in advance. If the Application Examination Commission of the Procurement Monitoring Bureau makes the decision referred to in Section 71(2)(3) or Section 71(3) of the Public Procurement Law, the Contracting authority shall not open the submitted tender proposals and shall issue or return them to the tenderers. The opening process of tender proposals shall be open and may be followed online on the website of the EPS.
- 3.4.5. After the end of the opening meeting, a summary of Tenderers and prices of their submitted tender proposals, and the minutes of the tender opening meeting, created in the system, shall be available on the website of the EPS in the profile of the Contracting authority, in the section of this Contest.

**4. TENDER SECURITY**

**4.1. Tender security:**

- 4.1.1. The Tenderer shall add to the tender proposal its irrevocable tender security in the amount of **35 000.00** (thirty-five thousand Euro, 00 cents).
- 4.1.2. The Tenderer shall submit the tender security together with all procurement procedure documents and shall sign it with a secure electronic signature.
- 4.1.3. The tender proposal shall be valid:
  - 4.1.3.1. for 6 (six) **months** from the tender opening date;
  - 4.1.3.2. To the Tenderer whose tender has been selected in accordance with the criteria for selection of tenders, until the submission of a guarantee for the fulfilment of the obligations corresponding to the Regulations, after the conclusion of the contract;
  - 4.1.3.3. until the conclusion of the procurement agreement.
- 4.1.4. The tender security may be:

- 4.1.4.1. guarantee issued by a credit institution<sup>1</sup>;
- 4.1.4.2. a policy issued by an insurance company<sup>2</sup> in the tender security amount.
- 4.1.5. The guarantee issued by credit institution shall meet the following conditions:
  - 4.1.5.1. the guarantor undertakes to pay a guarantee amount to the Contracting authority, if:
    - a) the Tenderer withdraws its tender proposal, while the tender security is valid;
    - b) the Tenderer whose tender proposal has been selected in accordance with the tender selection criterion, fails to sign the procurement agreement within the term agreed by the Contracting authority;
    - c) the tenderer to whom the right to conclude the procurement agreement has been granted, has failed to submit the security for fulfilment of obligations referred to in the procurement procedure documents and procurement agreement within the term agreed by the Contracting authority;
  - 4.1.5.2. the guarantee is valid within the term specified in the procurement Regulations;
  - 4.1.5.3. the guarantee is irrevocable by the Tenderer;
  - 4.1.5.4. the Contracting authority shall not request the amount of guarantee from the Tenderer before submitting a claim to the guarantor;
  - 4.1.5.5. Any claims and disputes related to this guarantee shall be solved in courts of the Republic of Latvia in accordance with laws and regulations of the Republic of Latvia.
- 4.1.6. The policy issued by an insurance company shall meet the following conditions:
  - 4.1.6.1. The insurer undertakes to pay an amount of the tender security to the Contracting authority, if:
    - a) the Tenderer withdraws its tender proposal, while the tender security is valid;
    - b) the Tenderer whose tender proposal has been selected in accordance with the tender selection criterion, fails to sign the procurement agreement within the term agreed by the Contracting authority;
    - c) the Tenderer to whom the right to conclude the procurement agreement has been granted, has failed to submit the security for fulfilment of obligations referred to in the procurement procedure documents and procurement agreement.
  - 4.1.6.2. the insurance policy is valid during the entire term referred to in the Regulations, and it is enforceable from the tender opening, i.e., the insurance premium shall be fully paid as of the tender submission, which is proved by the document added to the tender proposal and certifying the payment;
  - 4.1.6.3. the policy is irrevocable by the Tenderer, it is a guarantee on first demand;
  - 4.1.6.4. the Contracting authority shall not request the amount of tender security from the Tenderer before submitting a claim to the insurer;
  - 4.1.6.5. any claims and disputes related to this insurance policy shall be solved in courts of the Republic of Latvia in accordance with laws and regulations of the Republic of Latvia.
- 4.1.7. If the Tenderer is an association of suppliers or a partnership, the tender security shall be drawn up in a manner that relates to all the members of the Tenderer (the

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<sup>1</sup> Credit institution, branch or branch of a foreign credit institution established in the European Union or a Member State of the European Economic Area

<sup>2</sup> A public limited liability company or European commercial company registered in the Republic of Latvia or a mutual insurance co-operative company entitled to carry out insurance under the Insurance and Reinsurance Law

name of the Tenderer in the document of the tender security shall be the same as the name of the Tenderer in the tender proposal).

- 4.1.8. The provider of the tender security shall pay to the Contracting authority the amount of the tender security in case when the Tenderer withdraws its tender proposal, while the tender security is valid; the Tenderer to whom the right to conclude the procurement agreement has been granted has failed to submit the security for fulfilment of obligations referred to in the documents of procurement procedure and procurement agreement within the term agreed by the Contracting authority; if the Tenderer whose tender proposal has been selected in compliance with the selection criterion of the tender proposal, fails to sign the procurement agreement in the term agreed by the Contracting authority.
- 4.1.9. The tender security will be returned on receipt of the relevant written request of the applicant within 10 (ten) working days:
  - 4.1.9.1. to all Tenderers — after the expiry of the term of the tender security referred to in Clause 4.1.3.1 of the Regulations or when the winner of the Contest has signed the procurement agreement, or the Contest has been suspended, or the Contracting authority has rejected all tender proposals;
  - 4.1.9.2. in relation to the Tenderer whose tender proposal has been selected pursuant to the selection criteria of the tender proposal — if this Tenderer after conclusion of the procurement agreement submits a security for the fulfilment of obligations and the term referred to in Clause 4.1.3.1 of the Regulation has not set in;
- 4.1.10. The tender for which the tender security pursuant to the requirements of the Regulations would not be made will be rejected by the Procurement Commission.

#### **4.2. Securities for the fulfilment of contractual obligations and for the warranty period:**

- 4.2.1. For the Tenderer to whom the right to conclude the agreement is to be granted, the Contracting authority has established the requirement to ensure that within 10 (ten) business days of the conclusion of the procurement agreement **the security for the fulfilment of contractual obligations in the amount of 5% (five percent)** of the offered price of the agreement (excluding VAT) is submitted to the Contracting authority, and within 10 (ten) business days of the approval of the deed on putting of the Object into operation **the security of the warranty period in the amount of 5% (five percent) of the offered price of the agreement is submitted within the term specified in the tender proposal (not less than 5 years).**
- 4.2.2. The securities for the fulfilment of obligations and for the warranty period shall be a guarantee on first demand issued by credit institution or a policy issued by an insurance joint stock company.
- 4.2.3. The securities for the fulfilment of obligations and for the warranty period shall comply with the following conditions (Annex 10 of the Regulations):
  - 4.2.3.1. security on first demand, which is irrevocable by the Tenderer or the security giver.
  - 4.2.3.2. the security giver irrevocably undertakes to guarantee that the executor of the procurement agreement will properly and adequately fulfil the obligations under the procurement agreement;
  - 4.2.3.3. the security giver irrevocably undertakes to make payments not later than within five business days from a written request of the Contracting authority, where it is stated that the executor of the procurement agreement fails to fulfil

the obligations under the procurement agreement, for any amount in the amount of security;

4.2.3.4. the Contracting authority shall not prove or provide grounds or reason for its claim, and the executor of the procurement agreement is not entitled to negotiate this claim;

4.2.3.5. the security shall be valid within the term referred to in the procurement agreement;

4.2.3.6. any claims and disputes related to this security shall be solved in courts of the Republic of Latvia in accordance with laws and regulations of the Republic of Latvia.

## **5. PROVISIONS FOR EXCLUSION OF TENDERERS**

5.1. Prior to the decision making on awarding the agreement, the Procurement Commission with respect to the Tenderer to whom the agreement would be awarded to will conduct the inspection concerning the existence of cases of exclusion of Tenderers, referred to in Section 42(1) of the Public Procurement Law under the procedures referred to in Section 42 of the Public Procurement Law (complying with the Section 43 Paragraph two of the Public Procurement Law on assessment of evidence submitted to ensure the reliability in the decision making process).

5.2. Prior to the decision making on awarding the agreement, the Procurement Commission with respect to the Tenderer, a member of its management board or supervisory board, true beneficiary, an authorized representative, a procurator or a person who is authorized to represent the Tenderer in the branch related activities or a member of a partnership, a member of its management board or supervisory board, true beneficiary, authorized representative or procurator, if the Tenderer is a partnership, will conduct the inspection in accordance with Section 11<sup>1</sup> (1), Paragraph one of the Law on international sanctions and national sanctions of the Republic of Latvia, i.e., will inspect whether there are international or national sanctions or sanctions imposed by the Member State of the European Union or North Atlantic Treaty Organization affecting any substantial financial and capital market interests that delays the fulfilment of the agreement, the Tenderer shall be excluded from the participation in the agreement awarding procedure.

## **6. REQUIREMENTS FOR QUALIFICATIONS AND SELECTION OF TENDERERS. TECHNICAL AND FINANCIAL PROPOSAL.**

### **6.1. Eligibility for performance of professional activity:**

<b>The Contracting authority's requirement for the Tenderer</b>	<b>The Tenderer shall submit the following documents:</b>
6.1.1. Tenderer, member of partnership (if the Tenderer is partnership), suppliers' association member (if the Tenderer is suppliers' association) and/or subcontractor indicated by the Tenderer on whose options the Tenderer is relied on in order to certify that the qualification thereof conforms to the requirements specified in the Regulations, has been	a) For a foreign tenderer (merchant) – a copy of incorporation certificate issued by a foreign business registering authority or any other equivalent document certifying the compliance with requirements referred to in Clause 6.1.1 of the Regulations, or, for example, by indicating a publicly available register where the Contracting authority could verify compliance with the requirements of mentioned paragraph, if the relevant national regulatory

<p>registered in conformity with the requirements of the regulatory enactments of the State of registration or residence.</p>	<p>enactments provide for a public register of such information. A document shall be issued by a respective foreign institution, authority, or person that in accordance with laws and regulations of the country of Tenderer's registration is entitled to do so. If laws and regulations of the country of Tenderer's registration do not provide for the requirement referred to in Clause 6.1.1 of the Regulations — issuance of a document of registration — the Tenderer shall submit an explanation. A foreign tenderer shall submit a valid statement issued by a respective competent authority, where the tenderer's authorized person with representation rights and the scope of representation is specified.</p> <ul style="list-style-type: none"> <li>b) if the tender proposal is submitted by suppliers' association, a certification shall also be submitted in accordance with the requirements of Clause 6.1.6 of the Regulations;</li> <li>c) if the tender is submitted by the Tenderer — a natural person with the right to independent practice, he/she shall be registered as a performer of economic activity under the procedures referred to in laws and regulations until the day when the Contracting authority is entitled to conclude the procurement agreement.</li> <li>d) as regards the Tenderer registered in Latvia, the Procurement Commission will conduct the inspection based on the information available in the Register of Enterprises or at the database of performers of economic activity maintained by the State Revenue Service.</li> </ul>
<p>6.1.2. The Tenderer (including each member of the suppliers' association or partnership) and legal persons who will carry out the construction works within the framework of the procurement agreement (persons who the Tenderer relies upon, and subcontractors) are registered in the Register of Construction</p>	<ul style="list-style-type: none"> <li>a) A person who is not registered in the Register of Construction Merchants of the Republic of Latvia shall submit an acknowledgement that in case it is recognized as a winner it will register itself in the Register of Construction Merchants of the Republic of Latvia 15 (fifteen) business days after the announcement of the results of the Contest.</li> </ul>

<p>Merchants of the Republic of Latvia or equivalent professional register abroad, or a respective person holds a license, certificate or other equivalent document, if the respective country's national laws and regulations provides for the issuing of professional registration, licenses, certificates or other equivalent documents.</p>	<p>b) the Tenderer registered abroad and not registered in the Register of Construction Merchants of the Republic of Latvia shall submit any documents certifying the registration/licensing/certification facts of a respective country of origin (registration) or permanent residence, if respective laws and regulations of the country where the Tenderer is registered specify so, or, for example, by indicating a publicly available register where the Contracting authority could verify compliance with the requirements of mentioned paragraph, if the relevant national regulatory enactments provide for a public register of such information.</p> <p>c) as regards the Tenderer registered in Latvia, the Procurement Commission shall inspect the publicly available Construction information system.</p>
<p>6.1.3. An application of the Tenderer for participation in the contest in accordance with the template published in the profile of the Contracting authority in the section of this contest on the website of e-contest subsystem.</p>	<p>Completed and signed <u>application template</u> for participation in the procurement procedure — Annex 2 to the Regulations.</p>
<p>6.1.4. A power of attorney if the tender proposal is signed by a person who has no publicly registered rights to represent the Tenderer, If the Tenderer is an association agreement signed by all members of the suppliers' association (or alternative document) does not refer to the representation rights, or the power of attorney is not issued, the application shall be signed by an authorized person with representation rights of each person who belongs to the suppliers' association.</p>	<p>A power of attorney or an alternative document certifying the representation rights of the Tenderer's authorized person</p>
<p>6.1.5. <u>The tenderer may rely upon:</u> 6.1.5.1. <u>Economic and financial opportunities of other persons, if it is necessary for fulfilment</u></p>	<p>Information shall be indicated in Annex 2 to the Regulations. A <u>written acknowledgement</u> of the person that the Tenderer relies upon regarding the participation in the contest, as well as an</p>

<p>of a respective agreement, notwithstanding the legal nature of mutual relationship. In such case the Tenderer shall prove to the Contracting authority that necessary resources will be at its disposal;</p> <p>6.1.5.2. <u>technical and professional opportunities of other persons</u>, if it is necessary for fulfilment of a respective procurement agreement, notwithstanding the legal nature of mutual relations. In such case the Tenderer shall prove to the Contracting authority that necessary resources will be at its disposal.</p>	<p>acknowledgement to transfer to the Tenderer the resources necessary for fulfilment of agreement in case when the procurement agreement is concluded with the Tenderer. If upon the submission of application the Tenderer relies upon <i>economic or financial opportunities</i> of other persons, it shall demonstrate to the Contracting authority that it will have necessary resources at its disposal, by submitting a document certifying the cooperation of such person in the fulfilment of specific agreement specifying that the Tenderer and respective person will be <b>jointly and severally</b> liable for the fulfilment of procurement agreement. In order to acknowledge the professional experience or availability of staff that meets the requirements of the Contracting authority, the Tenderer may rely upon other persons only when such persons will perform construction works or provide services for which the respective skills are required.</p>
<p>6.1.6. If the tender proposal is submitted by the suppliers' association, the application shall be signed by the principal member of the suppliers' association, who is authorized to sign the tender proposal and other documents, to act on behalf of members of the suppliers' association, to sign the procurement agreement. The agreement document shall specify the work proportion expressed in percentage of each member of the suppliers' association and the extent of liability of each member.</p> <p>The supplier's association within 10 business days as of the day when according to the Public Procurement Law the Contracting authority is entitled to conclude the procurement agreement, shall establish a partnership or conclude the company agreement by agreeing on</p>	<p>Members of the suppliers' association shall enter into agreement signed in the manner binding upon all members of association. <u>The agreement shall include the following information:</u></p> <ol style="list-style-type: none"> <li>1) purpose of establishment of suppliers' association and valid term of the agreement;</li> <li>2) part of potential procurement agreement, rights and responsibilities of each member of the association;</li> <li>3) <u>acknowledgement</u> that all members of association upon whose economic and financial opportunities the Tenderer relies and who will be responsible for the fulfilment of the procurement agreement will be jointly and severally liable for the fulfilment of procurement agreement in case when the procurement agreement will be awarded, by indicating the part of procurement agreement of each member;</li> <li>4) information about and properties of the leading member of the suppliers' association;</li> <li>5) <u>authorization</u> to a member or a person who is entitled to act on behalf of all members of the association within the Procurement.</li> </ol>

distribution of responsibilities of members of the association.	
<p>6.1.7. The Tenderer shall indicate in its tender proposal all subcontractors (including subcontractors of the subcontractor) whose amount of services to be provided or construction works to be performed shall be at least 10% of the total value of the agreement, and a subcontracted part of the procurement agreement.</p>	<p><u>List of subcontractors</u>, where the Tenderer shall indicate and acknowledge which part of the agreement it intends to subcontract, by specifying subcontractors and amount of construction works to be performed or services to be provided (hereinafter referred to as — the works), including % of the total price of the agreement (Annex 8 to the Regulations).</p> <p>If the Tenderer engages subcontractors, a personal <u>written acknowledgement</u> of subcontractors concerned regarding the readiness to participate in the fulfilment of procurement agreement (Annex 9 to the Regulations).</p>
<p>6.1.8. The Tenderer is entitled to submit a European single procurement document as initial evidence for meeting the requirements of the selection of tenderers, set forth in the Regulations. The European single procurement document is available for completion on the website of the Procurement Monitoring Bureau: <a href="http://espd.eis.gov.lv/">http://espd.eis.gov.lv/</a> and, if the Tenderer has decided to submit it, the Tenderer shall also submit such a document regarding each person that the Tenderer relies upon in order to acknowledge that its qualification meets the requirements set forth in the Regulations, and regarding its subcontractor whose amount of works to be performed or services to be provided constitute at least 10% of the price of the procurement agreement. The suppliers' association or the partnership shall submit a separate European single procurement document regarding each its member or partner. Upon the submission of the European single procurement document, it is necessary to provide all</p>	<p>The Tenderer may at its own choice submit the document referred to in Clause 6.1.8 of the Regulations.</p>

<p>respective information, including information about selection requirements (Part IV).</p> <p>The Tenderer may submit to the Contracting authority a European single procurement document, which has been submitted in another procurement procedure, if it is confirmed that the information contained therein is correct.</p>	
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## 6.2. Requirements for economic and financial position of the Tenderer

No	Requirements to the Tenderer	Documents to be submitted
6.2.1.	<p>The average annual financial turnover of the Tenderer over the last 3 (three) closed financial years or a shorter period, taking into consideration the time when the Tenderer was established or when its activity was started, is not less than 8 000 000.00 EUR (excluding VAT). As regards the Tenderers that were established at a later date shall certify the financial turnover for the period worked.</p> <p><i>Calculation of the average annual financial turnover is made dividing the amount of turnover over the last 3 (three) closed financial years by 3 (three).</i></p> <p>If the tender proposal is submitted by a suppliers' association* or a partnership, the average annual financial turnover of the Tenderer over the last three financial years shall be aggregated from the average annual financial turnover of all members of the suppliers' association or the partnership over the last three years.</p> <p>If the Tenderer relies on the capacity of the persons * * (subcontractors) for the implementation of this paragraph, the average annual financial turnover of the applicant and such persons (subcontractors) in the construction sector during the previous three financial years shall be represented by their average annual financial turnover over the last three years.</p> <p><i>*Refers to members of the suppliers' association upon whose economic or financial opportunities the Tenderer relies on and who will be financially liable for the fulfilment of agreement.</i></p> <p><i>**Refers to the person (subcontractor) on whose economic or financial opportunities the Tenderer</i></p>	<p>A written calculation of the Tenderer in accordance with Annex 3 to the Regulations on average financial turnover, attached with profit-loss statement for each financial year indicated.</p> <p>If the Tenderer is established at a later date, the financial turnover must comply with the requirements mentioned above during the respective time period.</p> <p>A statement in accordance with Annex 3 to the Regulations regarding the financial and economic performance of the Tenderer, in conformity with the requirements specified in Clause 6.2.2.</p> <p>The Tenderer registered abroad may also certify the information referred to in the balance sheet of financial report, in the profit or loss statement of financial report, with equivalent documents, or, for example, by indicating a publicly available register where the Contracting authority could verify compliance with the requirements of mentioned paragraph, if the relevant national regulatory enactments provide for a public register of such information.</p> <p>If the Tenderer is a suppliers' association or a partnership, a document certifying the joint and several liability of the suppliers' association or partnership, on whose economic and financial opportunities the suppliers' association</p>

	<i>relies on and who will be financially responsible for the performance of agreement.</i>	or partnership relies on and which will be financially liable for the fulfilment of agreement, in the fulfilment of the procurement agreement against the Contracting authority.
6.2.2.	<p>The Tenderer must have stable financial and economic performance indicators which, when applying the generally accepted financial analysis techniques and based on the last audited and validated results of the annual report, are characterized by:</p> <p>6.2.2.1. liquidity ratio: current assets/short-term liabilities <math>\geq 1</math>;</p> <p>6.2.2.2. positive equity.</p> <p>If the Tenderer is a suppliers' association, the financial and economic performance of each member of the suppliers' association on whose economic and financial opportunities the Tenderer relies on and who will be financially liable for the fulfilment of the agreement shall comply with the requirements set out in Clause 6.2.2.</p> <p>If the Tenderer relies on the economic and financial opportunities of the persons (subcontractors) and such person (subcontractor) will be financially liable for the fulfilment of the agreement, the financial and economic performance of each such person (subcontractor) shall comply with the requirements set out in Clause 6.2.2.</p>	<p>If the Tenderer relies on the financial opportunities of the person or persons (subcontractors) for the fulfilment of Clause 6.2.1. and 6.2.2., the Tenderer must prove that he or she will have the necessary resources at his or her disposal by submitting a document certifying the joint and several liability of the Tenderer and linked persons (subcontractors) in the fulfilment of the procurement agreement against the Contracting authority.</p>

### 6.3. Requirements for technical and professional skills of Tenderer:

Terms used in this section:

**III group building** — a public building for more than 100 people;

**Public building** — a building where more than 50% of the total size is public area. Public area — non-residential area accessible to public, where visitors (for example, spectators, patients, customers, buyers, passengers, students, pupils) can stay and receive different services.

**Experience acknowledgement period for the purpose of Clause 6.3 is as follows:**

over the last 5 (five) years — in 2017, 2018, 2019, 2020 and 2021 or later, until the tender submission;

Members of the supplier's association may jointly meet the requirements for technical and professional skills.

Irrespectively of the experts listed in this Clause of the Regulations, the Tenderer shall ensure all necessary experts provided for in laws and regulations, over the entire period of the agreement.

No	Requirements	Documents to be submitted
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6.3.1.	<p>The Tenderer has experience working as the principal performer* of construction works over the last 5 (five) years in constructing at least 2 (two) new buildings or reconstruction objects (objects are put in operation) for III group public buildings with the size of not less than 4000 m<sup>2</sup> and the costs of not less than 5 000 000 EUR, excl. VAT.</p> <p><i>*principal performer is the company which has entered into a contract with the Contracting authority regarding the construction of an object and is specified in the construction permit of the object.</i></p>	<p>Acknowledgement of the Tenderer's experience according to Annex 6 to the Regulations. For each object certifying the experience, a copy of the recommendation letter, a copy of the construction permit or a copy of the deed on acceptance of the object into operation, or any other document certifying the compliance of the objects concerned with the requirements of Clause 6.3.1 shall be attached.</p> <p>Information indicated in the copies of the documents referred to in this Clause with respect to the experience of the Tenderer abroad may also be certified with alternative documents. Acceptance into operation shall mean the moment when an opinion from a competent authority is received that enables to use the building for the intended purpose.</p> <p>In order to verify the compliance of the object concerned, the Contracting authority has the right to request additional information, including documents demonstrating that the object indicated by the Tenderer meets the requirements of Clause 6.3.1 and that the Tenderer has performed the works indicated.</p>
6.3.2.	<p><u>Requirements for attached personnel.</u></p> <p>For the performance of the work, the Tenderer shall attract specialist with at least experience and qualification requirements specified below.</p> <p>The Tenderer who engages foreign experts in the fulfilment of agreement:</p> <p>a) whose country of domicile is a Member State of the European Union or a Member State of the European Free Trade Association and whose country of provided services is a Member State of the European Union or a Member State of the European Free Trade Association, his/her</p>	<p>List of responsible experts of the Tenderer in accordance with Annex 5 to the Regulations.</p> <p>Contracting authority shall inspect qualification of a certified expert by making inquiry to the Construction Information System  <a href="https://bis.gov.lv/bisp/lv/specialist_certificates">https://bis.gov.lv/bisp/lv/specialist_certificates</a></p> <p>If the Tenderer proposes a foreign expert, the following shall be submitted:</p> <ul style="list-style-type: none"> <li>- evidence-supporting documents of the qualifications of a foreign expert, if the regulatory enactments of the respective country in which the specialist is registered provide such or, for example, by indicating a publicly available register where the Contracting authority could verify compliance with the requirements of mentioned paragraph, if the relevant national regulatory enactments provide for a public register of such information. The qualification of the staff of a foreign Tenderer must comply with the requirements for the provision of specified services in the</li> </ul>

	<p>qualification shall meet the requirements of the expert's country of registration for the performance of specific works;</p> <p>b) whose country of domicile is not a Member State of the European Union or a Member State of the European Free Trade Association, the Tenderer shall ensure that the expert will have a construction practice certificate in a respective field, valid in the Republic of Latvia as of the moment of conclusion of the procurement agreement.</p> <p>All tenderers who engage foreign experts shall ensure at their own expense the communication of the experts with the Contracting authority in the Latvian language.</p> <p>The Tenderer shall ensure that for the performance of the work the qualified experts are engaged who have respective experience and legal employment relationship or have signed an acknowledgement on the participation in the fulfilment of agreement.</p> <p>The qualifications of foreign tenderer's staff for the purpose of provision of specific services shall meet the requirements set for the profession in the expert's</p>	<p>relevant profession of the country of registration of the expert in which the expert is permanently employed.</p> <ul style="list-style-type: none"> <li>- Tenderer's acknowledgement that in case when the procurement agreement is signed with the Tenderer, it will submit a declaration, not later than within five business days of the conclusion of procurement agreement, to the recognition authority regarding the short-term provision of professional services in the profession regulated in the Republic of Latvia under the procedures specified in laws and regulations, as well as a permit issued by a recognition authority to the Contracting authority regarding the short-term provision of services (or refusal to issue such permit) as soon as the expert receives it. The said procedure for the provision of short-term services applies to persons whose country of residence is a Member State of the European Union or a Member State of the European Free Trade Association and whose services originate from a Member State of the European Union or a Member State of the European Free Trade Association (namely Iceland, Liechtenstein, Norway and Switzerland).</li> </ul> <p>Persons from other countries shall perform full of qualifications by applying the general system of recognition of professional qualifications (also in cases where these persons will provide professional services temporarily in Latvia).</p>
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	<p>country when he/she permanently works.</p> <p>For the Tenderers' attention: only experts whose qualification and experience are intended to be assessed by the Contracting authority are indicated in the respective subsections of the Regulations. For the performance of the works, the Tenderer must also engage other experts in conformity with the requirements of regulatory enactments.</p> <p>All works listed in the experience list must be completed by the date of submission of the tender.</p> <p>One engaged expert may perform several duties if he or she has the relevant qualification and the total aggregated load schedule does not exceed the amount of working hours specified in the regulatory enactments of the Republic of Latvia within the specified period.</p>	
6.3.2.1.	<p><b>Responsible manager of building construction works</b> (who will be responsible for the management of the intended construction works provided for in the procurement subject matter):</p> <p>6.3.2.1.1. has a construction practice certificate in managing building construction works;</p>	<p>Completed form on previous experience of each expert (Annex 7 to the Regulations).</p> <p>Confirmation signed by the participating expert in accordance with the model (Annex 7A to the Regulations).</p> <p>Documents proving the experience required under these paragraphs (for example, positive feedback from the contracting authorities, by which the Tenderer certifies the conformity of the expert proposed by the Tenderer with the relevant requirement specified by the Regulations, covered work acts, act of execution of construction works, act of acceptance, copies of building permits, acts</p>

	<p>6.3.2.1.2. has experience working as the responsible manager of construction works (during the entire period of construction works) over the last 5 (five) years in managing the construction works of at least 1 (one) new building or reconstruction object (object is put in operation) for III group public buildings with the volume at least 4000 m<sup>2</sup> and the costs of not less than 5 000 000 EUR, excl. VAT.</p> <p>The Responsible manager of building construction works will have an obligation to be present in the Object full-time according to the procurement agreement.</p>	<p>regarding the acceptance of the relevant structures into operation, etc.)</p> <p>Information indicated in the copies of the documents referred to in this Clause with respect to the experience of the Tenderer abroad may also be certified with alternative documents.</p> <p>Acceptance into operation shall mean the moment when an opinion from a competent authority is received that enables to use the building for intended purpose.</p> <p>In order to verify that the object concerned meets the requirements of the Regulations, the Contracting authority has the right to request additional information.</p> <p>The Tenderer may acknowledge the compliance with the requirement of this Clause also with alternative documents unless it is not objectively possible to provide requested documents.</p>
6.3.2.2.	<p><b>Certified manager of electrical installations</b> who has experience over the last 5 (five) years as a manager of electrical installations in constructing at least 1 (one) new building or reconstruction object (object is put in operation) for III group public buildings with the volume at least 4000 m<sup>2</sup>.</p>	
6.3.2.3.	<p><b>Certified construction works manager of electronic communications systems and networks</b> who has experience over the last 5 (five) years working as a</p>	

	<p>construction works manager of electronic communications systems and networks implementing the construction plan of at least 1 (one) new building or reconstruction object (object is put in operation) for III group public buildings with the volume at least 5000 m<sup>2</sup>.</p>	
6.3.2.4.	<p><b>Certified construction works manager of heating supply, ventilation and air conditioning systems</b> who has experience over the last 5 (five) years working as a construction works manager of heating supply, ventilation and air conditioning systems implementing the construction plan for at least 1 (one) new building or reconstruction object (object is put in operation) for III group public buildings with the volume at least 4000 m<sup>2</sup>.</p>	
6.3.2.5.	<p><b>Certified construction works manager of water-supply and sewage systems, including fire extinguishing systems</b> who has experience over the last 5 (five) years working as a construction works manager of water-supply and sewage systems implementing the construction plan for at least 1 (one) new building or reconstruction object (object is put in operation) for III group</p>	

	public buildings with the volume at least 4000 m <sup>2</sup> .	
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#### 6.4. Technical proposal:

The Technical proposal must be prepared in accordance with the Regulations and Terms of Reference/Technical Specification (Annex 1), additionally indicating and submitting:

- 6.4.1. An estimates prepared in accordance with the requirements of construction standard LCS 501-17<sup>3</sup> (included in the Construction Project) (MS Office Excel format or equivalent);
- 6.4.2. Work execution time schedule (free form), taking into account the agreement execution time specified in the Regulations, which includes the most important works to be performed and their mutual execution sequence as well as indicating and reflecting the planned cash flow schedule.

Depending on the moment of entry into force of the Procurement Agreement, the work execution schedule may be adjusted by specifying the term and sequence of execution. The Schedule of Execution of Works shall be prepared taking into account that **all Works** provided for in the procurement subject-matter (for example, construction works included and to be performed at the Place of Execution of Works, completion of execution documentation of Works, etc.) shall be performed in accordance with Clause 2.4.2. within the term of performance of the procurement subject-matter specified in the Regulations.

- 6.4.3. Description of work methods and processes to be performed:
  - 6.4.3.1. A description of work methods and processes developed in accordance with the construction documentation and the Technical Specification/Terms of Reference;
  - 6.4.3.2. List of main equipment used.
- 6.4.4. Construction risk analysis and description of risk prevention measures;
- 6.4.5. Description of the agreement management organization;
- 6.4.6. Other information that the Tenderer deems necessary to indicate.
- 6.4.7. All references in the Terms of Reference / Technical Specification and in the volume of construction work to a specific product or material, its trade mark or origin, describe the level of requirements for that material or product. The Tenderer has the right to offer equivalent products and materials if it does not contradict the technical solutions.
- 6.4.8. The words "equivalent", "analogous" or "tantamount" must not be used in the Tender and in the construction estimates for goods, materials, machinery, equipment, etc.

#### 6.5. Requirements for the Financial proposal

- 6.5.1. A Tenderer shall prepare an economically reasoned financial proposal according to Annex 4 to the Regulations.
- 6.5.2. All prices in the Financial proposal are expressed in Euro (excluding VAT). For the Tenderers' attention - the indicated lists of the amount of work have been prepared in accordance with the agreed solutions and determine the types and volumes of construction work that will have to be performed. All costs of works/construction works not included in the lists of quantities and construction estimates, are included

<sup>3</sup> Regulations of the Cabinet of Ministers of May 3rd 2017 No. 239 "Regulations on the Latvian Construction Standard LCS 501-17" "Procedure for Determining Construction Costs"

in the construction estimates and in the prices of the units in the list of quantities. Therefore, the price of the Financial proposal must include all costs related to the performance of the Works/construction works, all taxes (excluding VAT) and fees specified in laws and regulations, all indirectly related costs (traffic organization during construction works, maintenance of detour roads, and others), costs for materials, labor costs, supplies, assemblies, installation costs, costs of necessary ancillary tasks, costs of using equipment and accessories, costs of removing construction waste, and other costs that are binding on the Tenderer to ensure the qualitative fulfilment of the procurement agreement, and all risks, including all possible cost increases and expenses for requesting and obtaining the cadastral survey file of the building, to eliminate defects during the warranty period, overheads (if any), profit, and others, as well as all risks, including all possible increases in prices.

6.5.3. The Agreement Price proposed by the Tenderer must remain the same throughout the performance of the Agreement, except in cases when it is provided for in the Regulations and/or Procurement Agreement.

6.5.4. The Tenderer shall indicate in the Financial proposal whether he or she needs an advance of **up to 35%** of the proposed Agreement price (including VAT). The Tenderer must note that the advance will be paid within 15 (fifteen) calendar days after the receipt of the corresponding invoice and advance repayment security (in accordance with Annex 11 to the Regulations) in the amount of 100% of the advance amount.

6.5.5. The Contracting authority may request the Tenderer to submit a more detailed evaluated price and/or a specific price formation mechanism.

6.5.6. The prices and the amount to be valued must be calculated and indicated to the nearest 2 (two) decimal places in the proposal.

6.5.7. The fields specified in the Financial proposal form must not be changed, supplemented or deleted.

6.5.8. Given that the detailed costs are indicated in the construction estimates, they are also considered to be part of the Financial proposal. In case the Tenderer establishes a shortage of any Works/Construction works or volumes of Construction works, he must inform the Contracting authority in accordance with procedure specified in Clause 10.2.3.

## **7. Requirements for suppliers' associations, potential subcontractors of the Tenderers and the persons upon who the Tenderer relies in order to certify the compliance of its qualification to the requirements referred to the Regulations.**

7.1. Conditions of exclusion referred to in Clauses 5.1, 5.2, and 5.3 of the Regulations, relate separately to each member of the suppliers' association and to the person indicated by the Tenderer upon whom the Tenderer relies.

7.2. A Tenderer may rely upon other persons if it is necessary for the fulfilment of a particular agreement, irrespective of the legal nature of mutual relationship. In such case, the Tenderer shall demonstrate to the Contracting authority that it will have all necessary resources at its disposal according to the requirements referred to in the Regulations by enclosing respective documents.

7.3. The total value of services to be provided by a subcontractor shall be established, considering the value of services to be provided by the subcontractor and all its related companies within the framework of the respective procurement; a related company means a capital company where according to the Law on Companies the subcontractor has a decisive influence or which has a decisive influence in the subcontractor, or a capital

company where other capital company has a decisive influence which at the same time has a decisive influence in the respective subcontractor.

- 7.4. The Contracting authority requests the Tenderer to change the subcontractor if the value of provided services is at least 10% of the total value of the procurement agreement if it complies with the case of exclusion referred to Clauses 2, 3, 4, 5, 6, 7 or 14 of Section 42(1) of the Public Procurement Law, and the person upon whom the Tenderer relies in order to certify that its qualification meets the requirements referred to in the notice on agreement or in the procurement procedure documents if it complies with the case of exclusion referred to Clauses 1, 2, 3, 4, 5, 6 or 7 of Section 42(1) of the Public Procurement Law. If the Tenderer within 10 (ten) business days of the request service or dispatch date fails to provide documents on a new subcontractor meeting the requirements referred to in the notice on agreement or in the procurement procedure documents, or the person upon whom the Tenderer relies in order to certify that its qualification meets the requirements referred to in the notice on agreement or in the procurement procedure documents, the Contracting authority shall exclude the Tenderer from the participation in the procurement procedure.

## **8. Tender evaluation and selection. Tender evaluation criterion.**

### **8.1. Main provisions of tender evaluation**

- 8.1.1. The Procurement Commission shall perform the tender assessment in closed meetings in the following planned stages: tender security examination; examination of tender presentation; selection of tenderers; examination of compliance of technical proposals; examination of compliance of financial proposals; determination of the most economically advantageous tender according to the tender assessment criteria.
- 8.1.2. The Procurement Commission is entitled to perform examination of Tenderer and its qualification selection procedure only with respect to the Tenderer to whom the procurement agreement would be awarded.
- 8.1.3. Planned Tender evaluation steps:
- 8.1.3.1. Examination of tender security — the Procurement Commission shall examine whether the Tenderer has submitted the tender proposal meeting the requirements set forth in Clause 4.1 of the Regulations. If the Tenderer has not submitted the tender security or it does not meet the requirements set forth in Clause 4.1 of the Regulations, the Procurement Commission shall exclude the Tenderer from any further participation in the Contest and shall not further assess its tender.
- 8.1.3.2. Examination of tender presentation — The Procurement Commission shall assess whether the tender presentation meets the requirements set forth in Clause 3.4 of the Regulations. If the tender proposal does not meet any of the requirements for tender presentation, the Procurement Commission may decide on further considering of the respective tender proposal, first assessing the significance of such non-compliance.
- 8.1.3.3. Selection of tenderers — the Procurement Commission shall assess whether the tenderer meets the tenderer selection requirements set forth in Section 6 of the Regulations. If the Tenderer does not meet any of the requirements set forth in Section 6 of the Regulations, the Procurement Commission shall exclude the Tenderer from any further participation in the Contest and shall not further consider its tender.

- 8.1.3.4. Examination of compliance of technical proposals — the Procurement Commission shall assess whether the technical proposal meets any of the requirements set forth in Clause 6.4 of the Regulations and the Technical specifications (Annex 1 to the Regulations). If the technical proposal does not meet any of the requirements set forth in Clause 6.4 of the Regulations and requirements of the Technical specifications, the Procurement Commission shall exclude the Tenderer from any further participation in the Contest and shall not further consider its tender.
- 8.1.3.5. Examination of compliance of financial proposals — the Procurement Commission shall assess whether the financial proposals of the Tenderers meet the requirements set forth in Clause 6.5 of the Regulations and the template of Annex 4 to the Regulations. The Procurement Commission shall examine any arithmetical errors in the financial proposals submitted by the Tenderers. If the Procurement Commission detects any such errors, it shall correct them. The Procurement Commission shall notify the Tenderer whose errors are corrected on the error correction and corrected proposed price of the agreement. When assessing the tender, the Procurement Commission shall take into consideration its correction of arithmetical errors. If the Financial proposal does not meet the requirements set forth in Clause 6.5 of the Regulations, the Procurement Commission shall exclude the Tenderer from any further participation in the Contest and shall not further assess its tender proposal.
- 8.1.3.6. Determination of the most economically advantageous tender according to the tender assessment criteria – the Procurement Commission shall select the **most economically advantageous** tender in accordance with the requirements specified in the Regulations, which has obtained the highest number of points, in accordance with Clause 8.1.3.7. of the Regulations.
- 8.1.3.7. The most economically advantageous tender proposal shall be deemed the proposal with the highest number of points. For determination of the most economically advantageous tender proposal, the following assessment criteria shall be used:

No	Criterion of the assessment of tender proposal	Maximum number of points awarded
1.	A – Total price of the agreement in the Financial proposal (total costs of construction works, excluding VAT)	90
2.	B – Warranty period proposed (in years) (not less than 5 years)	10
<b>Total</b>		<b>100 points</b>

No	Assessment criteria	Points	Scoring conditions
1.	Total price of the agreement in the	90	The financial proposal with the lowest proposed price of agreement <i>(the box to be evaluated in the form of Annex 3</i>

No	Assessment criteria	Points	Scoring conditions
	Financial proposal (total costs of construction works, excluding VAT) (A)		<p>to the Regulations is marked with ‘*’) EUR, excluding VAT, shall be evaluated with the maximum number of points possible — <u>90 points</u>.</p> <p>Tender proposals of other tenderers shall be scored as follows: <math>A = A_{\min}/A_{\text{pret.}} \times 90</math>, where:</p> <p>A = a number of points obtained by the tenderer under evaluation for its proposed price of agreement.</p> <p><math>A_{\min}</math> = the lowest proposed price of agreement, EUR, excl. VAT.</p> <p><math>A_{\text{pret.}}</math> = a price of agreement proposed by the tenderer under evaluation, EUR, excl. VAT.</p>
2.	Warranty period proposed (in years) (B) (not less than 5 years)	10	<p>5 years — 0 points</p> <p>6 years — 2 points</p> <p>7 years — 4 points</p> <p>8 years — 6 points</p> <p>9 years — 8 points</p> <p>10 years — 10 points</p>
<b>TOTAL</b>		<b>100</b>	<p>The final total number of points of each tenderer shall be calculated as follows:</p> <p><b><math>P = A + B</math></b></p>

- 8.1.4. When assessing the tender proposals, the Procurement Commission shall ensure the retention of proposals in the manner not available to any persons who are not engaged in the tender assessment.
- 8.1.5. The Commission has the right to request the Tenderer to specify the information provided, if it is necessary for examination of the tender presentation, selection of tenderers, and tender assessment and comparison.
- 8.1.6. In case the Procurement Commission requests the Tenderer to specify the information provided, it shall determine the period within which the Tenderer shall provide its reply.
- 8.1.7. In case the Tenderer fails to provide the information or clarifications requested by the Procurement Commission, the Procurement Commission shall assess the tender based on the documents available in the tender proposal.
- 8.1.8. For examination of tender presentation, selection of tenderers, tender assessment and comparison, the Procurement Commission may engage an expert.
- 8.1.9. The expert does not provide an opinion if he/she is interested in selection or activity of a particular Tenderer. Prior to commencement of activity, the expert shall sign the

acknowledgement that there are no circumstances due to which he/she may be interested in selection or activity of a particular Tenderer. The expert shall attach this acknowledgement to the opinion.

8.1.10. The expert has the right to get familiar with tenders and to request the Procurement Commission to ask the Tenderer to provide additional information required for preparation of opinion.

8.1.11. The expert may use the information included in the tender and additionally provided by the Tenderer only for giving his/her opinion.

8.1.12. If a Tenderer has decided to submit the European single procurement document, the Contracting authority shall accept it as initial evidence for meeting the requirements of selection of Tenderers, referred to in the Regulations, by following the provisions of Clause 6.1.4 of the Regulations.

8.1.13. After the decision making within 3 (three) business days, the Tenderers shall be simultaneously notified on the decision made by the Procurement Commission. A notice shall be given to the Tenderer to the e-mail address indicated in the application.

**8.2. Examination of unreasonably cheap tender:**

8.2.1. The Procurement Commission shall assess whether the tender proposal of the Tenderer, to whom the procurement agreement would be awarded according to the tender selection criteria referred to in Clauses 8.1.3.6. of the Regulations, is not unreasonably cheap — it is not possible to comply with provisions of procurement agreement based on the proposed price.

8.2.2. If the Procurement Commission has any concerns that a certain Tenderer's proposal is unreasonably cheap, the Procurement Commission shall ask to provide a clarification about the proposed price and costs.

8.2.3. When consulting the Tenderer, the Procurement Commission shall assess its provided clarifications. The Procurement Commission has the right to request the Tenderer to provide statements from the Electronic Declaration System maintained by the State Revenue Service regarding the average hourly rates of the staff employed by subcontractors indicated in the tender proposal, by their groups of occupation, if such data is collected by the State Revenue Service. The Procurement Commission has the right to request the Tenderers registered abroad to provide any alternative documents regarding the average hourly rates of the staff employed by subcontractors indicated in the tender proposal, by their groups of occupation, if such data is collected by a respective authority of the country of the Tenderer's registration.

8.2.4. The Procurement Commission shall reject the tender submitted by the Tenderer, which is considered as unreasonably cheap if the clarifications provided do not justify the low price proposed by the Tenderer or the level of costs, or if the costs are not included in the price or costs related to the fulfilment of obligations specified in laws and regulations governing the environmental, social and labor law and labor protection, and in employment collective agreements.

8.2.5. If the Procurement Commission states that the tender proposal submitted by the Tenderer is unreasonably cheap because the Tenderer has received the support for its commercial activity, the tender proposal may be rejected after consulting the Tenderer only on the basis of the fact that the Tenderer is not able to prove within the period specified by the Procurement Commission that the received support for its commercial activity is compatible with internal market under Article 107 of the Treaty on the Functioning of the European Union. If the Procurement Commission rejects the tender proposal due to such reason, it shall inform the European

Commission and the Procurement Monitoring Bureau about rejection of the tender proposal or the reason of such rejection.

#### **9. Decision making and conclusion of procurement agreement**

- 9.1. As regards the Tenderer who would be awarded the procurement agreement in the Contest, the Procurement Commission shall perform the inspection in accordance with the following:
  - 9.1.1. provisions of Section 42(1) of the Public Procurement Law;
  - 9.1.2. provisions of Section 11 (1) of the Law on international sanctions and national sanctions of the Republic of Latvia.
- 9.2. The Procurement Commission decides on awarding the procurement agreement to the Tenderer to whom the procurement agreement would have been awarded according to the Procurement Commission's decision and who is not subject to the cases of exclusion of Tenderers.
- 9.3. If the assessment of tender proposals submitted by several Tenderers is equal, the Procurement Commission shall make a draw between those Tenderers by inviting them to participate in person. If the invited Tenderers do not arrive at the designated place and time of drawing in person, the Procurement Commission shall do so without the presence of Tenderers.
- 9.4. The Procurement Commission shall notify the Tenderers on the decision referred to in Clause 9.2 of the Regulations within 3 (three) business days to their e-mail address indicated in the EPS as the one intended for official communication.
- 9.5. Upon the request of the Procurement Commission, the suppliers' association, with respect to whom the decision has been made on awarding the agreement, not later than within 10 (ten) business days of the day when according to the Public Procurement Law the Contracting authority is entitled to conclude the procurement agreement, shall establish a partnership or conclude the company agreement by agreeing on distribution of responsibilities of members of the association. The term may be extended if the Tenderer submits evidence and information that more time is needed for the establishment process.
- 9.6. A procurement agreement with the selected Tenderer shall be concluded not earlier than on the business day following the end of the cooling-off period.
- 9.7. If the selected Tenderer refuses to conclude the procurement agreement with the Contracting authority within the period set by the Contracting authority, the Procurement Commission shall make a decision to conclude the agreement with the next Tenderer whose tender corresponds to the tender assessment criterion or to terminate the Contest without selecting any tender proposal.
- 9.8. Prior to the decision making on concluding the agreement with the next Tenderer whose tender proposal has been considered as corresponding to the tender assessment criterion referred to in the Regulations, the Procurement Commission shall assess whether it shall not be considered as one market participant together with the initially chosen Tenderer who has refused to conclude the procurement agreement with the Contracting authority.

#### **10. Rights and responsibilities of the Commission**

- 10.1. **The Procurement Commission is entitled to the following:**
  - 10.1.1. To make amendments to the Regulations;
  - 10.1.2. To make a reasoned decision to award the procurement agreement, to terminate or suspend the Contest without selecting any tender, also in case the Tenders exceed the amount of financing available to the Contracting authority specified in The Regulations (if such is indicated).

10.1.3. The Procurement Commission is entitled to decide on awarding the agreement to the next Tenderer that has made the most economically advantageous tender, if the Tenderer within the term referred to in the Regulations:

10.1.3.1. is not registered (or excluded) in the Register of Construction Merchants of Latvia (also refers to subcontractors and entrepreneurs that will provide services and upon whom the Tenderer relies);

10.1.3.2. refuses to conclude the company agreement, fails to submit a copy of the company agreement, or fails to inform about the establishment of a partnership in the case and term referred to in the Regulations;

10.1.3.3. refuses to conclude an agreement or fails to submit the signed agreement;

10.1.3.4. in the case specified in the Regulations, has failed to submit a declaration to the recognition authority regarding the short-term provision of professional services in the profession regulated in the Republic of Latvia, or has submitted evidence to the Contracting authority regarding the declaration submission fact;

10.1.3.5. in the case specified in the Regulations, has failed to submit to the Contracting authority a permit for short-term provision of professional services in the profession regulated in the Republic of Latvia.

10.1.4. Prior to decision making on awarding the agreement to the next Tenderer, the Procurement Commission shall assess whether it shall not be considered as one market participant together with the initially chosen Tenderer that has refused to conclude the agreement with the Contracting authority. If necessary, the Procurement Commission is entitled to request the next Tenderer to provide an acknowledgement and, if necessary, evidence demonstrating that it shall not be considered as one market participant together with initially chosen Tenderer. If the next Tenderer is considered as one market participant together with the initially chosen Tenderer, or if the next Tenderer also refuses to conclude the agreement or fails to submit a signed procurement agreement within the period referred to in the Regulations, or fails to meet any of the requirements referred to in Sub-clause of previous Clause of the Regulations, the Procurement Commission shall make a decision to terminate the Contest without selecting any tender.

10.2. **The Procurement Commission has the following responsibilities:**

10.2.1. The Procurement Commission shall ensure the documentation process of procurement procedure.

10.2.2. The Procurement Commission shall ensure a free and direct electronic access to the procurement procedure documents in the profile of the Contracting authority in the section of this Competition in the EPS.

10.2.3. If the interested supplier has timely requested any additional information in the EPS Competition sub-system regarding the requirements included in the procurement procedure documents, the Procurement Commission shall provide it within 5 (five) business days, but no later than 6 (six) days prior to expiry of the term for submission of tender proposals. Along with the provision of additional information to the supplier who has asked the question, the Contracting authority shall make a publication in the EPS Competition sub-system and indicate the question asked.

10.2.4. If the Contracting authority has made any amendments to the procurement procedure documents, it shall publish such amendments in the EPS Competition sub-system no later than on the day following the delivery of notice on changes or the provision of additional information for publication to the Procurement Supervision Bureau.

- 10.2.5. Information exchange and storage shall be performed so that the data included in tender proposals are protected and the Contracting authority may only examine the contents of tender proposals after expiry of the term for their submission. The Contracting authority shall not provide any information about any other tenders from the day of tender submission to the tender opening moment. When assessing the tender proposals until the result announcement, the Contracting authority shall not provide any information about the assessment process.
- 10.2.6. The Procurement Commission shall assess the Tenderers and their tender proposals in accordance with the Public Procurement Law, the Cabinet Regulations governing the public procurement procedure, the procurement procedure documents and other laws and regulations.
- 10.2.7. If the Procurement Commission states that information or a document included in the tender or provided by a Tenderer is unclear or incomplete, it shall request the Tenderer or competent authority to specify or supplement such information or document, or to submit any missing document, ensuring equal attitude towards all and any Tenderers. The term for provision of necessary information or document shall be determined proportionally to the time needed for preparation and provision of such information or document. If the Procurement Commission has requested to specify or supplement the information included in the tender proposal or provided by the Tenderer, but the Tenderer has failed to do so meeting the requirements set by the Procurement Commission, the Procurement Commission shall assess the tender based on the information it has at its disposal.

## **11. Rights and responsibilities of the Tenderer**

### **11.1. The Tenderer has the following rights:**

- 11.1.1. until expiry of the term for submission of tender proposals, to amend or in any stage of the Contest to withdraw the submitted tender proposal fully or partially, giving a written notice to the Procurement Commission. The notice on amendments to the tender proposal or the proposal withdrawal shall be made and submitted in the same way as the tender proposal, additionally indicating "AMENDMENTS TO THE TENDER PROPOSAL" or "TENDER PROPOSAL WITHDRAWAL" accordingly;
- 11.1.2. to request additional information about the Regulations in compliance with the provisions of Clause 6.4. of the Regulations.

### **11.2. Responsibilities of the Tenderer:**

- 11.2.1. To present a tender proposal according to the provisions of the Regulations, to follow the Contracting authority's instructions with respect to the completion of templates attached to the Regulations. In case when the Tenderer states any contradictions in the Regulations, the Tenderer has an obligation to notify the Procurement Commission and to ask for clarification;
- 11.2.2. To submit the tender proposal according to the requirements of the Regulations, and to ensure that the information included in the tender proposal is not available until the opening of tender proposals. After the expiry of term for submission of tender proposals, the Tenderer shall not correct or supplement its proposal;
- 11.2.3. To reply to the Procurement Commission's requests within the period set by the Procurement Commission regarding the specification of information included in the tender proposal, and to submit any necessary documents;
- 11.2.4. To cover costs incurred as a result of preparation and submission of the tender proposal. The Contracting authority is not responsible for the costs irrespective of the Contest results;

11.2.5. Until expiry of the term for submission of tender proposals, to get familiar with the information about the Contest published by the Procurement Commission in the profile of the Contracting authority in the section of this Contest on the website of the EPS.

11.2.6. Upon the receipt of invitation to conclude the procurement agreement, to sign and submit to the Contracting authority the procurement agreement within 7 (seven) business days of the moment when the Contracting authority invites the Tenderer to sign the agreement.

### **12. Procurement agreement**

12.1. The Contracting authority will conclude the procurement agreement on the basis of the Tenderer's proposal according to the provisions of the Regulations and draft procurement agreement (Annex 12 to the Regulations). The principal provisions of the procurement agreement will not be changed upon the conclusion of the agreement.

### **13. Annexes to the Regulations**

<b>Annex 1</b>	Terms of Reference/Technical specification
<b>Annex 2</b>	Application for participation in the procurement procedure;
<b>Annex 3</b>	The Tenderer's statement on the financial turnover;
<b>Annex 4</b>	Financial proposal;
<b>Annex 5</b>	List of Tenderer's responsible experts;
<b>Annex 6</b>	Acknowledgement about the Tenderer's experience;
<b>Annex 7</b>	Information about the expert's experience;
<b>Annex 7A</b>	Expert's acknowledgement;
<b>Annex 8</b>	List of subcontracted works;
<b>Annex 9</b>	Subcontractor's acknowledgement;
<b>Annex 10</b>	Sample of guarantee for fulfilment of obligations/guarantee of warranty period;
<b>Annex 11</b>	Sample of Guarantee for repayment of the advance
<b>Annex 12</b>	Draft agreement