

REGULATIONS

FOR THE PROCUREMENT

"HEALTH INSURANCE FOR RB RAIL AS EMPLOYEES IN LITHUANIA AND ESTONIA BRANCHES"

(IDENTIFICATION NO RBR 2021/5)



**Co-financed by the Connecting Europe
Facility of the European Union**

Riga 2021

1. ABBREVIATIONS AND TERMS

- 1.1. **Common procurement vocabulary (CPV)** – a nomenclature approved by the European Union, which is applied in public procurement procedures;
- 1.2. **Contract** - signed agreement between Contracting authority and a Contractor to provide services defined in this agreement;
- 1.3. **Contracting authority** (also, the Contracting entity) - the joint stock company RB Rail AS, registration number 40103845025, legal address: Kr. Valdemāra iela 8-7, Riga, LV-1010, Latvia;
- 1.4. **Contractor** - service provider awarded the right to enter into the Contract in Procurement to provide services in accordance with requirements stipulated in Regulations and Contract;
- 1.5. **Identification number** – designation, which includes the abbreviation of the name of the Contracting authority (the first capital letters), the relevant year and the procurement sequence number in ascending order (RBR 2021/5);
- 1.6. **Procurement** - procurement “Health insurance for RB Rail AS employees in Lithuania and Estonia branches” (identification number: RBR 2021/5) in which all interested Suppliers are entitled to submit their Proposals;
- 1.7. **Procurement commission** – commission which composition has been established by the joint stock company RB Rail AS, order No 1.9-2021-3, dated 9 February 2021, issued by the Chairman of the Management Board of joint stock company RB Rail AS;
- 1.8. **Proposal** - documentation package the Tenderer submits to participate in the Procurement;
- 1.9. **Regulations** – regulations of the Procurement “Health insurance for RB Rail AS employees in Lithuania and Estonia branches” (identification number: RBR 2021/5), as well as all the enclosed annexes;
- 1.10. **Supplier** – a natural person or a legal person, a group or association of such persons in any combination thereof, which offers to perform works, supply products or provide services accordingly;
- 1.11. **Tenderer** – a Supplier which has submitted a Proposal.

2. GENERAL INFORMATION

- 2.1. The Procurement is co-financed by the Contracting authority and Connecting Europe Facility (CEF).
- 2.2. The applicable CPV codes: 66512200-4 (Health insurance services).
- 2.3. The Tenderer shall submit a Proposal for the entire volume of the Procurement.
- 2.4. The Tenderer is not permitted to submit variants of the Proposal. If variants of the Proposal will be submitted, the Proposal will not be reviewed.
- 2.5. Procurement is organised in accordance with Section 9 of the Public Procurement Law of the Republic of Latvia (hereinafter – Public Procurement Law) in effect on the date of publishing the contract notice.
- 2.6. Procurement documentation is published using E-Tenders system which is subsystem of the Electronic Procurement System (<https://www.eis.gov.lv/EKEIS/Supplier>).
- 2.7. The Regulations is freely available in the Contracting authority's profile in the E-Tenders system on webpage <https://www.eis.gov.lv/EKEIS/Supplier/Organizer/53577> and on the webpage of the Contracting authority <http://railbaltica.org/tenders/>.
- 2.8. Answers to the Suppliers' questions shall be published on the E-Tenders system's webpage <https://www.eis.gov.lv/EKEIS/Supplier/Organizer/53577> 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.

- 2.9. Contact person of the Contracting authority for Procurement is Procurement Specialist – Lawyer Linda Kalniņa, phone: +371 26178057, e-mail address: linda.kalnina@railbaltica.org.
- 2.10. The exchange of information between the Procurement commission and the Supplier or Tenderer shall be in written form (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).
- 2.11. If the Supplier does not have access to the E-Tenders system, the Supplier can follow the guidance for obtaining access to the system available on the Contracting authority's website at <http://www.railbaltica.org/procurement/e-procurement-system/>.
- 2.12. The Supplier can request additional information regarding the Regulations. Additional information can be requested in writing through the E-Tendering system or (only in case the Supplier does not have access to the system) by sending it to the Procurement commission electronically to the e-mail (see Section 2.9 of the Regulations). Any additional information must be requested in a timely fashion, so that the Procurement commission can reply on time - no later than 4 (four) days prior to the deadline of the Proposal submission. The Procurement commission shall provide response within 3 (three) business days from the day of receipt of the request from the Supplier.
- 2.13. The Supplier covers all expenses, which are related to the preparation of the Proposal and its submission to the Contracting authority. Under no circumstances Contracting authority will be liable for compensation of any costs and damages related to the preparation and submission of the Proposal or the Supplier's participation in the Procurement exercise.

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 the tenderers. The Procurement commission does not demand documents or information which is already at its disposal or is available in public data bases.
- 3.2. If the Tenderer submits document derivatives (e.g. copies), then, in case of doubt about the authenticity of the submitted document derivation, the Procurement commission can demand that the Tenderer presents to Procurement commission original documents.
- 3.3. During the Proposal evaluation, the Procurement commission has the right to request the Tenderer to clarify the information included in its Proposal.
- 3.4. If the Procurement commission determines that the information about the Tenderer or persons upon whose capacity the Tenderer is relying that is included in submitted documents is unclear or incomplete, it demands that the Tenderer or a competent institution clarifies the information included in the Proposal. The deadline for submission of the necessary information is determined in proportion to the time which is required to prepare and submit such information. If the Procurement commission has requested to clarify the submitted documents, but the Tenderer has not done this in accordance with the requirements stipulated by the Procurement commission, the Procurement commission is under no obligation to repeatedly demand that the information included in these documents be clarified. The Procurement commission has the right to reject all Proposals which are found not to comply with the requirements of the Procurement documentation.

4. THE OBLIGATIONS OF THE PROCUREMENT COMMISSION

- 4.1. The Procurement commission ensures the documentation of the Procurement process.
- 4.2. The Procurement commission ensures free and direct electronic access to the Procurement documents in Contracting authority's profile on the E-Tenders system's webpage

<https://www.eis.gov.lv/EKEIS/Supplier/Organizer/53577> and on the webpage of the Contracting authority <http://railbaltica.org/tenders/>.

- 4.3. If an additional information has been requested according to Section 2.12 of the Regulations, Contracting authority sends this information to the Supplier who asked the question, publishes this information in Contracting authority's profile on the E-Tenders system's webpage <https://www.eis.gov.lv/EKEIS/Supplier/Organizer/53577> and on its webpage <http://railbaltica.org/tenders/> where Procurement documents are available, indicating the question asked.
- 4.4. The exchange and storage of information is carried out in such a way that all data included in the Proposals are protected and the Contracting authority can check the content of the Proposals only after the expiration of the deadline for their submission. From the day of submission of Proposals until the opening of the Proposals the Contracting authority does not disclose any information regarding the existence of other Proposals. During the time of Proposal evaluation, the Contracting authority does not disclose any information regarding the evaluation process until the announcement of the results.
- 4.5. The Procurement commission evaluates the Tenderers and their Proposals based on the Public Procurement Law, Procurement documents, as well as other applicable regulatory enactments.

5. THE RIGHTS OF THE TENDERER

- 5.1. The Tenderer has the right to submit Tenderer's Electronic Procurement System registration documents (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. If the Contracting authority gets the necessary information about the Tenderer directly from a competent institution, through data bases or other sources and the Tenderer's submitted information differs from information obtained by the Contracting authority, the Tenderer in question has the right to submit evidence to prove the correctness of the information the Tenderer has submitted, if the information obtained by the Contracting authority does not conform to the factual situation.
- 5.3. If a Tenderer believes that its rights have been violated or such violation is possible due to possible violation of the regulatory enactments of the European Union or other regulatory enactments, the Tenderer has the right to submit an application to the Administrative court according to the procedure stipulated in the Section 9, Paragraph 23 of the Public Procurement Law and Administrative Procedure Law of the Republic of Latvia regarding the Tenderer selection requirements, Technical specification or other requirements relating to Procurement, or relating to the activities by the Contracting authority or the Procurement commission during the Procurement.

6. SUBJECT-MATTER OF THE PROCUREMENT

- 6.1. The subject-matter of the Procurement is health insurance for RB Rail AS employees in Lithuania and Estonia branches (hereinafter – Services). Services must be provided in accordance with the Technical specification for Part No 1 "Health insurance for RB Rail AS employees in Estonia" and Part No 2 "Health insurance for RB Rail AS employees in Lithuania".
- 6.2. The subject-matter of the Procurement has been divided in 2 (two) parts:

No	Subject-matter	CPV codes
Part No 1	"Health insurance for RB Rail AS employees in Estonia"	66512200-4 (Health insurance services).

No	Subject-matter	CPV codes
Part No 2	"Health insurance for RB Rail AS employees in Lithuania"	66512200-4 (Health insurance services).

6.3. The delivery of the Services will take place:

6.3.1. In Part No 1 - in Estonia;

6.3.2. In Part No 2 – in Lithuania.

6.4. Period of provision of Services:

6.4.1. For Part No 1 – until 31 December 2021 from commencement day;

6.4.2. For Part No 2 – until 31 December 2021 from commencement day.

6.5. The estimated value of the contract for procurement Part No 1 "Health insurance for RB Rail AS employees in Estonia" shall not exceed 16 200,00 EUR (sixteen thousand two hundred euro, 00 cents) excluding value added tax (hereinafter-VAT).

6.6. The estimated value of the contract for procurement Part No 2 "Health insurance for RB Rail AS employees in Lithuania" shall not exceed 12 480,00 EUR (twelve thousand four hundred eighty euros, 00 cents) excl. VAT.

7. TENDERER

7.1. The Proposal can be submitted by:

7.1.1. A Supplier who is a legal or natural person (hereinafter – the Tenderer) which offers on the market to perform works, supply products or provide services accordingly and who complies with the selection criteria for Tenderers;

7.1.2. A group of Suppliers (hereinafter also – the Tenderer, partnership) which offer on the market to perform works, supply products or provide services accordingly and who complies with the selection criteria for Tenderers:

7.1.2.1. A group of Suppliers who have formed a partnership for Procurement. In this case all the members of the partnership shall be listed in Annex No 3 "Application for participating in the Procurement". 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 Latvian Civil Law Sections 2241-2280) and shall submit one copy of this agreement to the Contracting authority or establish a general or limited partnership (within the meaning of Latvian Commercial Law, Chapter 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 Latvian Commercial Law, Chapter IX and X) which complies with the selection criteria for Tenderers.

8. SELECTION CRITERIA FOR TENDERERS

8.1. Exclusion grounds (refers to both parts of the subject-matter)

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

No	Requirement	Documents to be submitted (unless documents are specifically requested by the Procurement commission, no obligation to submit any)
8.1.1.	<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 Procurement Contract, the Tenderer has tax debts in Latvia or a country where it has been incorporated or is permanently residing, including debts of mandatory state social insurance contributions, exceeding 150 euro in total in any of the countries.</p>	<ul style="list-style-type: none"> - For a Tenderer which is registered or residing in Latvia, the Contracting authority shall verify the information itself in publicly available databases. - For a Tenderer which is registered or residing outside of Latvia the Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence.
8.1.2.	<p>Tenderer's insolvency proceedings have been announced (except where a set of measures aimed at restoring the solvency of the debtor is applied in the insolvency proceedings), the Tenderer's business activities have been suspended, the Tenderer is under liquidation.</p>	<ul style="list-style-type: none"> - For a Tenderer which is registered or residing in Latvia, the Contracting authority shall verify the information itself in publicly available databases. - For a Tenderer which is registered or residing outside of Latvia, the Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence.
8.1.3.	<p>In case a person who drafted the Procurement procedure documents (Contracting authority's official or employee), Procurement commission member or expert is related to the Tenderer, or is interested in selection of some Tenderer, and the Contracting authority cannot prevent/resolve this situation by measures that cause less restrictions on Tenderers (such a Tenderer shall be excluded from the Procurement). A person who drafted the Procurement documents (Contracting authority's official or employee), Procurement commission member or expert is presumed to be related to the Tenderer in any of the following cases:</p> <ul style="list-style-type: none"> - If he or she is a current or and ex-employee, official, shareholder, procura holder or member of a Tenderer or a subcontractor which are legal persons and if such relationship with the legal person terminated within the last 24 (twenty-four) months; - If he or she is the father, mother, grandmother, grandfather, child, grandchild, adoptee, adopter, brother, sister, half-brother, half-sister or spouse (hereinafter – relative) of a Tenderer's or 	<p>No obligation to submit documents, unless specifically requested by the Procurement commission.</p>

No	Requirement	Documents to be submitted (unless documents are specifically requested by the Procurement commission, no obligation to submit any)
	<p>subcontractor's, which is a legal person, shareholder who owns at least 10% of the shares in a joint-stock company, shareholder in a limited liability company, procure holder or an official;</p> <ul style="list-style-type: none"> - or if he or she is a relative of a Tenderer or a subcontractor which is a natural person. <p>If the Tenderer is a partnership, consisting of natural or legal persons, a relation to the Tenderer is presumed also if a person who drafted the Procurement documents (Contracting authority's official or employee), Procurement commission member or expert is related to a member of a partnership in any of the above-mentioned ways.</p>	
8.1.4.	The Tenderer is a legal person or association of persons registered in an offshore ¹ .	<ul style="list-style-type: none"> - For a Tenderer which is registered in Latvia, the Contracting authority shall verify the information itself by using the information system laid down by the Cabinet of Ministers, obtaining information from the Enterprise register. - For a Tenderer which is registered outside of Latvia, the Tenderer shall submit a copy of a valid registration certificate or a similar document issued by a competent authority, wherefrom at least the fact of registration country of the Tenderer can be determined.
8.1.5.	<p>International or national sanctions, or sanctions of a Member State of the European Union or North Atlantic Treaty Organisation affecting the interests of the financial and capital market has been imposed to the</p> <p>a) Tenderer or a member of its board or council, its beneficial owner², a person having the right of representation or proctor, or a person who is authorised to</p>	No obligation to submit documents, unless specifically requested by the Procurement commission.

¹ **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.

² **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.

No	Requirement	Documents to be submitted (unless documents are specifically requested by the Procurement commission, no obligation to submit any)
	<p>represent the Tenderer in activities related to a branch, or</p> <p>b) member of a partnership, or member of the board or council, its beneficial owner, a person having the right of representation or proctor, if the Tenderer is a partnership</p> <p>and such sanctions can affect the execution of the Contract.</p>	

8.2. Legal standing and suitability to pursue the professional activity (refers to both parts of the subject-matter)

No	Requirement	Documents to be submitted
8.2.1.	<p>The Tenderer (including persons on whose capacity the Tenderer is relying) or all members of the partnership (if the Tenderer is a partnership) must be registered in the Registry of Enterprises or Registry of Inhabitants, or an equivalent register in their country of residence, if the legislation of the respective country requires registration of natural or legal persons.</p>	<ul style="list-style-type: none"> - For a Tenderer (or a member of a partnership), a person on whose capacity a Tenderer relies, which is a legal person registered in Latvia, the Contracting authority shall verify the information itself in publicly available databases. - For a Tenderer (or a member of a partnership), a person on whose capacity a Tenderer relies, which is a natural person – a copy of an identification card or passport. - For a Tenderer (or a member of a partnership), a person on whose capacity a Tenderer relies, which is a legal person registered abroad (with its permanent place of residence abroad) – a copy of a valid registration certificate or a similar document issued by a foreign authority in charge of the registration of legal persons in the country of their residence wherefrom at least the fact of registration, shareholders, officials and procura holders (if any) can be determined. - If a Proposal is submitted by a partnership, the Proposal shall include an agreement (or letter of intent to enter into agreement) signed by all members on the participation in the Procurement which lists responsibilities of each and every partnership members and which authorizes one key member to sign the Proposal and other documents, to receive and issue orders on behalf of the partnership members, and with whom all payments will be made. The Tenderer additionally indicates (in this document) the member of the partnership on whose capacity it relies to certify its financial and economic performance and who will be financially and economically responsible for the fulfilment of the Contract.

No	Requirement	Documents to be submitted
		<ul style="list-style-type: none"> - If the Proposal or any other document, including any agreement, is not signed by the legal representative of the Tenderer, members of the partnership or person on whose capacity the Tenderer relies, then a document certifying the rights of the persons who have signed the Proposal or any other documents to represent the Tenderer, a member of the partnership or a person on whose capacity the Tenderer is relying (powers of attorney, authorization agreements etc.) must be included.
8.2.2.	<p>Agreement according to Paragraph 36.1 of Cabinet Regulation No 442 <i>"Procedures for the Ensuring Conformity of Information and Communication Technologies Systems to Minimum Security Requirements"</i> may be entered into with a Tenderer (including persons on whose capacity the Tenderer is relying and subcontractors) or all members of the partnership (if the Tenderer is a partnership) who is:</p> <ol style="list-style-type: none"> 1) a legal person – <ol style="list-style-type: none"> a) registered in a Member State to the NATO, European Union or European Economic Area; b) whose beneficial owner is a citizen of NATO, European Union, European Economic Area or non – citizen of the Republic of Latvia; c) whose software or equipment manufacturer used to provide the services is a legal person registered in a Member State of NATO, European Union or European Economic Area or a natural person who is a citizen of the Republic of Latvia, NATO, European Union or European Economic Area State. 2) a natural person who is a national of the Republic of 	<ul style="list-style-type: none"> - No obligation to submit documents, unless specifically requested by the Procurement commission. - Procurement commission during verification process may involve Latvian State Security Service. Procurement commission is entitled not apply requirements stipulated in Paragraph 36.1 of Cabinet Regulation No 442 if statement from Latvian State Security Service with permission to conclude the contract has been received.

No	Requirement	Documents to be submitted
	Latvia, a citizen of the State to the NATO, European Union or European Economic Area.	
8.2.3.	The representative of the Tenderer, or a member of a partnership, or a person on whose capacity a Tenderer relies who has signed documents contained in the Proposal has the right of signature, i.e., it is an official having the right of signature or a person authorized by the Tenderer.	<ul style="list-style-type: none"> - A document confirming the right of signature (representation) of the representative of the Tenderer or a member of a partnership, or a person on whose capacity a Tenderer relies, who signs the Proposal. For a Tenderer (or a member of a partnership), a person on whose capacity a Tenderer relies, which is a legal person registered in Latvia the Contracting authority shall verify the information itself in publicly available databases. - If the Tenderer (or a member of a partnership), or a person on whose capacity a Tenderer relies, submits a power of attorney (original or a copy certified by the Tenderer) there shall be additionally submitted documents confirming that the issuer of the power of attorney has the right of signature (representation) of the Tenderer.

8.3. Economic and financial standing (refers to both parts of the subject – matter)

No	Requirement	Documents to be submitted
8.3.1.	<p>Tenderer is a partnership and confirms the average financial turnover jointly) average financial turnover within the last 3 (three) financial years, i.e. 2017, 2018, 2019 is not less:</p> <ol style="list-style-type: none"> 1) than 30 000,00 EUR (thirty thousand euros, 00 cents) if the Tenderer applies for the 1.part; 2) than 25 000,00 EUR (twenty-five thousand euros, 00 cents) if the Tenderer applies for the 2.part. <p>In the event the average financial turnover of a limited liability member of a limited partnership (within the meaning of Latvian Commercial Law, Chapter X) exceeds its investment in the limited partnership, the average financial turnover shall be recognized in the amount of the investment in the limited partnership.</p> <p>In the event the Tenderer or a member of a partnership (if the Tenderer is a partnership) or entity on whose capabilities the Tenderer is relying to certify it's financial and economic performance has operated in the</p>	<ul style="list-style-type: none"> - Filled in and signed Annex 4 (by the Tenderer or each member of the partnership (if the Tenderer is a partnership) or entity on whose capabilities the Tenderer is relying to certify it's financial and economic performance and who will be financially and economically responsible for fulfilment of the Contract). - 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 2017, 2018, 2019 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

No	Requirement	Documents to be submitted
	<p>market for less than 3 (three) financial years, the requirement shall be met during the Tenderer's actual operation period.</p>	<p>be financially responsible for the fulfilment of the Contract.</p> <ul style="list-style-type: none"> - If an application is submitted by a partnership or in case the Tenderer is relying on capabilities of other entity to certify its financial and economic performance, the Tenderer shall indicate the member of the partnership or entity on whose capabilities the Tenderer is relying to certify its financial and economic performance and who will be financially and economically responsible for fulfilment of the contract including this information in the agreement of cooperation (or letter of intention to enter into such agreement) and in addition indicate it in the Annex 4. - For a limited partnership (within the meaning of Latvian Commercial Law, Chapter X) an additional document evidencing the amount of the investment by the limited liability partner (the partnership agreement or a document with a similarly binding legal effect). - If the previous 3 (three) reporting years of the Tenderer differ from the years specified in this Section 8.3.1 of the Regulations (2017, 2018, 2019), the financial turnover necessary must be indicated for the Tenderer's previous 3 (three) reporting years.
8.3.2.	<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 procurement contract or entity on whose financial and economic capabilities the Tenderer is relying to certify its financial and economic performance and who shall be financially and economically responsible for fulfilment of the procurement contract shall have stable financial and economic performance,</p>	<ul style="list-style-type: none"> - Filled in and signed Annex 4 (by the Tenderer or each member of the partnership (if the Tenderer is a partnership) or entity on whose capabilities the Tenderer is relying to certify its financial and economic performance and who will be financially and economically responsible for fulfilment of the Contract). - Audited or self-approved (if the audited annual financial statement is not required by the law of the country of residence of the Tenderer) annual financial statement for financial year

No	Requirement	Documents to be submitted
	namely, in the last audited financial year liquidity ratio (<i>Current Assets divided by Short-term Liabilities</i>) shall be equal to or exceed 1 and shall have positive equity capital (<i>Total Assets minus Total Liabilities</i>).	<p>2019, showing the balance and calculation that proves liquidity ratio and positive equity.</p> <ul style="list-style-type: none"> - If an application is submitted by a partnership or in case the Tenderer is relying on capabilities of other entity to certify it's financial and economic performance, the Tenderer shall indicate the member of the partnership or such entity on whose capabilities the Tenderer is relying to certify it's financial and economic performance and who will be financially and economically responsible for fulfilment of the contract including this information in the agreement of cooperation (or letter of intention to enter into such agreement) and in addition indicate it in the Annex 4.

8.4. Technical and professional ability

8.4.1. Requirements for the Part No 1 „Health insurance for RB Rail AS employees in Estonia”.

No	Requirement	Documents to be submitted
8.4.1.1.	The Tenderer within the previous 3 (three) years (2018 to until the date of submission of the proposals) has gained experience in health insurance for at least 1 (one) legal person, where the amount of insured persons has been at least 30 (thirty) persons and the term of the insurance contract has at least 12 (twelve) months.	<ul style="list-style-type: none"> - Filled and signed Annex No 6; - Copies of references from respective clients or similar documents provided by third party (the Client/Contracting Authority) evidencing the experience.
8.4.1.2.	The Tenderer has the right to provide health insurance services in Estonia.	<ul style="list-style-type: none"> - Information on the Tenderer rights to provide health insurance services procurement Commission will check on the website https://www.fi.ee/en/insurance-0/insurance/insurance-companies/insurance-companies
8.4.1.3.	The tenderer should propose for the provision of the services a Contract Manager.	

No	Requirement	Documents to be submitted
8.4.1.3.1. <u>Contract Manager meeting the following requirements:</u>		
a)	Within the previous 5 (five) years (2016, 2017, 2018, 2019, 2020, including 2021 until the date of submission of the Proposal) has managed at least 1 (one) contract for health insurance services.	<ul style="list-style-type: none"> - Filled and signed Annex No 7 "Description of the Contract Manager experience" and signed by the Project Manager; - In case of doubts, Procurement Commission is entitled to ask the Tenderer to submit copies of references from respective clients or similar documents evidencing experience.
b)	English language skills (at least B ₂ Level - based on Common European Framework of Reference for Languages ³) in communication, presentation, negotiation and report writing.	<ul style="list-style-type: none"> - Self-declared information about language skills filled in Annex No 7 "Description of the Contract Manager experience" and signed by the Contract Manager.

8.4.2. Requirements for the Part No 2 „Health insurance for RB Rail AS employees in Lithuania“.

No	Requirement	Documents to be submitted
8.4.2.1.	The Tenderer within the previous 3 (three) years (2018 to until the date of submission of the proposals) has gained experience in health insurance for at least 1 (one) legal person, where the amount of insured persons has been at least 30 (thirty) persons and the term of the insurance contract has at least 12 (twelve) months.	<ul style="list-style-type: none"> - Filled and signed Annex No 6; - Copies of references from respective clients or similar documents provided by third party (the Client/Contracting Authority) evidencing the experience.
8.4.2.2.	The Tenderer has the right to provide health insurance services in Lithuania.	<ul style="list-style-type: none"> - Information on the Tenderer rights to provide health insurance services procurement Commission will check on the website https://www.lb.lt/en/sfi-financial-market-participants?ff=1&market=2 -
8.4.2.3.	The tenderer should propose for the provision of the services a Contract Manager.	
8.4.2.3.1. <u>Contract Manager meeting the following requirements:</u>		

³See <http://europass.cedefop.europa.eu/resources/european-language-levels-cefr>

No	Requirement	Documents to be submitted
	a) Within the previous 5 (five) years (2016, 2017, 2018, 2019, 2020, including 2021 until the date of submission of the Proposal) has managed at least 1 (one) contract for health insurance services.	<ul style="list-style-type: none"> - Filled and signed Annex No 7 "Description of the Contract Manager experience" and signed by the Contract Manager; - In case of doubts, Procurement Commission is entitled to ask the Tenderer to submit copies of references from respective clients or similar documents evidencing experience.
	b) English language skills (at least B ₂ Level - based on Common European Framework of Reference for Languages ⁴) in communication, presentation, negotiation and report writing.	<ul style="list-style-type: none"> - Self-declared information about language skills filled in Annex No 7 "Description of the Contract Manager experience" and signed by the Contract Manager.

- 8.5. Information provided in the Proposal to prove the compliance with above-mentioned requirements for Technical and professional ability (Section 8.4 of the Regulations) shall be clear and understandable without any additional analysis or external proof of the submitted information. The Contracting authority shall not be obliged to use additional sources of information to decide regarding Tenderer's compliance with the qualification requirements. The Tenderer shall remain fully responsible for the provision of sufficiently detailed information in the Proposal required to confirm clearly the compliance with qualification requirements set in the Regulations.
- 8.6. Statements and other documents issued by Latvian competent authorities in the cases referred to in Public Procurement Law of the Republic of Latvia shall be accepted and recognised by the Procurement Commission if they have been issued not earlier than one month prior to the day of submission, but the statements and other documents issued by foreign competent authorities shall be accepted and recognised by the Procurement Commission if they have been issued not earlier than 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.

9. RELIANCE ON THE CAPACITY OF OTHER PERSONS

- 9.1. For the fulfilment of the Contract, to comply with the selection requirements for the Tenderers relating to the economic and financial standing and technical and professional capacity, the

⁴See <http://europass.cedefop.europa.eu/resources/european-language-levels-cefr>

Tenderer may rely on the capacity of other persons, regardless of the legal nature of their mutual relationship. In this case:

- 9.1.1. The Tenderer indicates in the Proposal all persons on whose capacity it relies by filling in the table which is attached as Annex No 8 "Subcontractors" and other entities on whose capabilities the Tender is relying" and proves 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 by the Tenderer with any other type of documents with which the Tenderer is able to prove that the necessary resources will be available to the Tenderer and will be used during the term of fulfilment of the Contract.
- 9.1.2. Documents on cooperation and passing of resources must be sufficient to prove to the Contracting authority that the Tenderer will have the ability to fulfil the Contract, as well as that during the validity of the Contract the Tenderer will in fact use the resources of such person upon whose capacity the Tenderer relies.
- 9.1.3. The Contracting authority shall require joint and several liabilities for the execution of the Contract between the:
 - 9.1.3.1. Tenderer and a person on whose capacity the Tenderer is relying to certify its financial and economic performance and who will be financially and economically responsible for fulfilment of the Contract;
 - 9.1.3.2. Each member of the partnership (if the Tenderer is a partnership) on whose capacity the Tenderer is relying and who will be financially and economically responsible for fulfilment of the Contract.
- 9.2. The Contracting authority shall evaluate the person on whose capacity the Tenderer to whom the rights to conclude the Contract should be assigned is relying according to Section 8.1.1 - 8.1.3 of the Regulations.

10. SUBCONTRACTING

- 10.1. The Tenderer shall indicate in the Proposal all subcontractors of the Tenderer by filling in the table which is attached as Annex No 8.

11. TECHNICAL PROPOSAL

- 11.1. The Technical Proposal shall be prepared in accordance with the form specified in Annex No 1 „Health insurance for RB Rail AS employees in Estonia" and Annex No 2 „Health insurance for RB Rail AS employees in Lithuania" to the Regulations, observing the requirements of the Contracting Authority included in the Technical specification and the Regulations.
- 11.2. The Tenderer shall prepare the Technical proposal for the entire volume of the procurement subject-matter.
- 11.3. The Tenderer must indicate and include in the Technical proposal information confirming that the Tenderer understands and undertakes to comply with each of requirement specified in the Technical Specification.
- 11.4. The Tenderer is not entitled to interpret, amend or narrow the minimum requirements of the Contracting Authority specified in the Technical Specification including to make changes in the structure of the procurement forms published in the e-tender subsystem of the Electronic Procurement System.

12. FINANCIAL PROPOSAL

- 12.1. The Financial proposal shall be submitted as a part of Annex No 5.1 „Health insurance for RB Rail AS employees in Estonia” and Annex No 5.2 „Health insurance for RB Rail AS employees in Lithuania”.
- 12.2. The proposed price shall be determined in euro without value added tax (hereinafter – VAT).
- 12.3. The proposed prices have to be calculated and indicated with an accuracy of 2 (two) decimal places after comma. If more than 2 (two) decimal places after comma are indicated, then only the first two decimal places will be taken into account.
- 12.4. The proposed contract price shall include all taxes, fees and payments, and all costs related to the fulfilment of the specific work that can be reasonably estimated, except VAT.
- 12.5. The prices are fixed for all the term of the fulfilment of the Contract and are not recalculated, except in cases stipulated in the Contract (if any).
- 12.6. If the Tenderer indicates the offered contract price 0,00 EUR for any of the offered services in the Financial proposal, the Tenderer must provide detailed explanation of the essential conditions of the proposal (services costs, particularly favorable service conditions, service characteristics and originality, opportunities to receive business support) available to cover the specified service costs.

13. CONTENTS AND FORM OF THE PROPOSAL

- 13.1. Proposal must be submitted electronically on E-Tenders subsystem of the Electronic Procurement System in accordance with the following options for the Tenderer:
 - 13.1.1. by using the available tools of E-Tenders subsystem, filling the attached forms of the E-Tenders subsystem for Procurement;
 - 13.1.2. by preparing and filling the necessary electronic documents outside the E-Tenders subsystem and attaching them to relevant requirements (in this situation the Tenderer takes responsibility for the correctness and compliance of the forms to requirements of documentation and form samples);
 - 13.1.3. by encrypting electronically prepared Proposal outside of E-Tenders subsystem with data protection tools provided by third parties, and protection with electronic key and password (in this situation, Tenderer takes responsibility for the correctness and compliance of the forms to requirements of documentation and form samples as well as ensuring capability to open and read the document by the Contracting authority).
- 13.2. During preparation of the Proposal, Tenderer shall respect the following requirements:
 - 13.2.1. Each document mentioned in Section 12.3 of the Regulations must be filled separately, each in a separate electronic document in line with forms attached to Procurement on Contracting authority's profile in E-Tenders subsystem (<https://www.eis.gov.lv/EKEIS/Supplier/Organizer/53577>) in a Microsoft Office 2010 (or later) format and attached to the Procurement;
 - 13.2.2. Upon submission, the Tenderer signs the Proposal with a secure electronic signature and a time seal or with electronic signature provided by Electronic Procurement System. The Tenderer can use a certified electronic signature⁵ and valid time seal and sign Application form, Description of the Tenderer's experience, Technical proposal, Financial proposal and other documents separately. The Proposal (its parts, if signed separately) is signed by an authorised person, including its authorisation document (e.g.

⁵ Issued by organisation, which is included in the Trusted list according to the Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC.

power of attorney) *expressis verbis* stating the authorisations to sign, submit and otherwise manage the documents.

13.3. Documents to be included in the Proposal:

- 13.3.1. Application for participating in the procurement in accordance with Annex No 2;
- 13.3.2. Financial proposal in accordance with Annex No 5.1 and Annex No 5.2;
- 13.3.3. Confirmation of Tenderers financial standing in accordance with Annex No 4;
- 13.3.4. Description of the Tenderers experience (prepared in accordance with requirements set in Section 8.4.1.1.1 and/or Section 8.4.2.1 of Regulation) and related documents;
- 13.3.5. Description of the Experience of the Contract Manager (prepared in accordance with requirements set in Section 8.4.1.3.1 and/or 8.4.2.3.1 of Regulation and Annex No 5);
- 13.3.6. Information and documents related to persons on whose capabilities the Tenderer relies to certify its compliance with qualification requirements (prepared in accordance with requirements set in Section 8 and 9 and Annex No 8) and signed cooperation agreement (letter of intention or any other similar documents);
- 13.3.7. Technical Proposal (prepared in accordance with requirements set in Section 11.3).

- 13.4. The Proposal may contain original documents or their derivatives (e.g. copies). In the Proposal or in reply to a request of the Procurement commission Tenderer shall submit only such original documents which have legal force. For the document to gain legal force it must be issued and formatted in accordance with the Law on Legal Force of Documents of the Republic of Latvia (<https://likumi.lv/ta/en/id/210205-law-on-legal-force-of-documents>) but public documents issued abroad shall be formatted and legalized in accordance with the requirements of the Document Legalization Law of the Republic of Latvia (<https://likumi.lv/ta/en/en/id/155411-document-legalisation-law>). Public documents issued abroad can be self-approved by the Tenderer, if it is applicable by the legislation of the respective country. When submitting the Proposal, the Tenderer has the right to certify the correctness of all submitted documents' derivatives and translations with one certification.
- 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 at <https://www.eis.gov.lv/EKEIS/Supplier/Organizer/53577>.

14. ENCRYPTION OF THE PROPOSAL INFORMATION

- 14.1. E-Tenders system which is a subsystem of the Electronic Procurement System ensures first level encryption of the information provided in the Proposal documents.
- 14.2. If the Tenderer applied additional encryption to the information in the Proposal (according to Section 12.1.3 of the Regulations), Tenderer must provide the Procurement commission with the electronic key with the password to unlock the information not later than in 15 (fifteen) minutes after the deadline of the Proposal submission.

15. SUBMISSION OF THE PROPOSAL

- 15.1. The Proposal (documents referred to in the Section 12.3 of the Regulations) shall be submitted electronically using the E-Tenders system available at <https://www.eis.gov.lv/EKEIS/Supplier/Organizer/53577> by:

25 March 2021 till 11:00 o'clock.

- 15.2. The Tenderer may recall or amend its submitted Proposal before the expiry of the deadline for the submission of Proposals by using the E-Tenders system.
- 15.3. Only Proposals submitted through E-Tenders system will be accepted and evaluated for participation in the Procurement. Any Proposal submitted outside the E-Tenders system will be declared as submitted in a non-compliant manner and will not participate in the Procurement.

16. VERIFICATION OF PROPOSALS FOR COMPLIANCE

- 16.1. The Procurement commission shall proceed with the verification of compliance of Proposals received.
- 16.2. The Procurement commission verifies whether the submitted Proposals comply with the requirements stipulated in Section 12 of the Regulations and whether all required information and documents are submitted and selects for further evaluation the compliant Proposals.
- 16.3. The Procurement commission verifies whether the Tenderers comply with the selection criteria (Section 8.2. – 8.3) for the Tenders and selects compliant Tenderers for further evaluation.
- 16.4. The Procurement commission opens and evaluates the Proposals in a closed session. Procurement commission is entitled to perform evaluation of the compliance only for the Tenderer to whom the rights to conclude the Contract may be assigned according to contract award criteria.

17. VERIFICATION OF TECHNICAL PROPOSAL

- 17.1. Procurement Commission verifies if Tenderers have submitted Technical Proposals as stipulated in Section 11 and selects for further evaluation only the compliant Technical Proposals.

18. VERIFICATION OF FINANCIAL PROPOSAL

- 18.1. The Procurement Commission verifies whether Tenderers have completed Annex 5.1 "Financial proposal for the Part No 1" and/or Annex No 5.1 „Financial proposal for the Part No 2" in accordance with the requirements stipulated in Section 12 of Regulations.
- 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 contract prices proposed. The Procurement Commission shall act in accordance with Article 53 of Public Procurement Law of Republic of Latvia to verify an abnormally low Proposal.
- 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 and selects for further evaluation only the compliant proposals.

18.6.1. **Contract award criteria** (refers to the Part No 1 "Health insurance for RB Rail AS employees in Estonia").

18.7. The Proposal **selection criterion** is the most **economically advantageous proposal**, according to the evaluation methodology described in this Section below.

18.8. The economically most advantageous proposal shall be the Proposal which will receive the highest sum of scores following criteria:

No	Evaluation criteria	Points
1.	Base program bonus	55
2.	Additional programs bonus	45
Total:		100

18.8.1. Base program bonus

The lowest offered bonus will be evaluated with the maximum possible points – **55 points**. The advantage points of other tenderers will be evaluated according to the following formula:

$C_{\min} / C_{\text{offered}} \times 55 = P$, where:

C_{\min} – the lowest offered premium for the base program;

C_{offered} – Tenderer offered premium for the base program;

P – obtained points.

18.8.2. Additional programmes bonus

If the Tenderer can offer merged limits in amount of 400,00 EUR for additional programs „Outpatient rehabilitation“, „Prescribed medication“, „Dental treatment“, then Tenderer will receive maximum possible points – **45 points**.

If the Tenderer can offer merged limits in amount of 350,00 EUR for additional programs „Outpatient rehabilitation“, „Prescribed medication“, „Dental treatment“, then Tenderer will receive maximum possible points – **30 points**.

If the Tenderer can offer merged limits in amount of 300,00 EUR for additional programs „Outpatient rehabilitation“, „Prescribed medication“, „Dental treatment“, then Tenderer will receive maximum possible points – **15 points**.

18.6.2. **Contract award criteria** (refers to the Part No 2 "Health insurance for RB Rail AS employees in Lithuania").

18.6.3. The Proposal **selection criterion** is the most **economically advantageous proposal**, according to the evaluation methodology described in this Section below.

18.6.4. The economically most advantageous proposal shall be the Proposal which will receive the highest sum of scores following criteria:

No	Evaluation criteria	Points
1.	Base program bonus	45

No	Evaluation criteria	Points
2.	Additional program/s bonus	45
3.	Base program content	10
Total:		100

18.6.4.1.Base program bonus

The lowest offered bonus will be evaluated with the maximum possible points – **45 points**. The advantage points of other tenderers will be evaluated according to the following formula:

$C_{\min} / C_{\text{offered}} \times 45 = P$, where:

C_{\min} – the lowest offered premium for the base program;

C_{offered} – Tenderer offered premium for the base program;

P – obtained points.

18.6.4.2.Additional programmes bonus

If the Tenderer can offer additional free limit services in amount of 100,00 EUR (free limit services should be provided without taxable services) then Tenderer will receive maximum possible points – **30 points**.

5 points – for each 30,00 EUR which exceeds the minimum remuneration limit specified in the Technical specification Section 3.1 "Outpatient rehabilitation".

5 points – for each 30,00 EUR which exceeds the minimum remuneration limit specified in the Technical specification Section 3.2 "Prescribed medication".

5 points – for each 30,00 EUR which exceeds the minimum remuneration limit specified in the Technical specification Section 3.3 "Dental treatment".

18.6.4.2.Base program content:

5 points – for each 10,00 EUR which exceeds the minimum remuneration limit specified in the Technical specification Section 1.6 "Mandatory health examinations related to the specifics of work in accordance with the procedures and to the extent specified in regulatory".

5 points – for each 20,00 EUR which exceeds the minimum remuneration limit specified in the Technical specification Section 1.7 "Preventive health checks and prophylactic vaccination carried out in a medical institution in accordance with the vaccination plan".

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

19.1. Prior to making the decision about assigning rights to conclude the Contract, the Procurement commission performs a check regarding:

19.1.1. the existence of exclusion grounds for Tenderers, members of a partnership (if the Tenderer is a partnership) and persons on whose capacity the Tenderer is relying to certify its compliance with the requirements;

19.1.2. compliance with qualification requirements stipulated in Section 8.2.2.

- 19.2. If in accordance with the information published on the day of the last data update in a public database on the last day of Proposal submission or on the day when the decision regarding the possible assignment of rights to conclude a Contract is made, the Tenderer, member of a partnership (if the Tenderer is a partnership) or a person on whose capacity the Tenderer is relying to certify its compliance with the requirements, have tax debts, including state mandatory insurance contributions debts, the total sum of which exceeds 150 euro, the Procurement commission informs the Tenderer and sets a deadline – 10 (ten) days from the day of issuing or receiving information – for the submission of a statement evidencing absence of tax debt, including state mandatory insurance contributions debts, the total sum of which exceeds 150 euro, on the last day of Proposal submission or on the day when the decision regarding the possible assignment of rights to conclude a Contract was made.
- 19.3. If the Tenderer fails to submit required evidence about itself before the deadline, the Procurement commission excludes the Tenderer from participation in the Procurement.
- 19.4. If the Procurement commission finds that the Tenderer, to whom the rights to enter into the contract shall be assigned, doesn't meet qualification requirements stipulated in Section 8.2.2. of Regulation, it shall ask Latvian State Security Service to provide statement with permission to enter into the contract with particular Tenderer. If the statement issued by Latvian State Security Service is negative (with prohibition to enter into the contract), Procurement commission excludes the Tenderer from further evaluation and according to Section 8 of Regulation selects the next economically most advantageous proposal and the Tenderer to whom the rights to enter into the contract shall be assigned and performs assessment according to Section 19 of Regulation.

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

- 20.1. The Procurement commission selects the Tenderers in accordance with the set selection criteria for the 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 18 of the Regulations. Tenderer with the lowest price Proposal shall be selected.
- 20.2. Within 3 (three) business days from the date of decision about the Procurement results the Procurement commission informs all Tenderers about the decision made by sending the information by post or electronically (including through the E-Tenders system) and keeping the evidence of the date and means of sending the information. The Procurement commission announces the name of the successful Tenderer, indicating:
 - 20.2.1. to the rejected Tenderer – the reasons for rejecting its Proposal;
 - 20.2.2. to the Tenderer who has submitted an eligible Proposal – the characterization of the successful Proposal and the relative advantages;
 - 20.2.3. the deadline by which the Tenderer may submit an application to the Administrative court regarding violations of the public procurement procedure.
- 20.3. If the Procurement is terminated, the Procurement commission within 3 (three) business days simultaneously informs all Tenderers about the date of decision, all the reasons because of which the Procurement is terminated and informs about the deadline within which a Tenderer may apply to the Administrative court regarding the violations of the public procurement procedure.
- 20.4. The Procurement commission when informing for 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.
- 20.5. The selected Tenderer upon receiving the specific notification from Procurement commission must:

- 20.5.1. within 5 (five) business days – to submit to the Contracting authority a copy of partnership agreement or notification regarding the establishment of the partnership, if required pursuant to requirements under Section 7.1.2.1 of the Regulations;
- 20.5.2. within 10 (ten) days – to sign the Contract.
- 20.6. The Contract shall be concluded based on the Tenderer's Proposal and in accordance with Annex No 9 "Draft contract for the Part No 1 and/or Part No 2".
- 20.7. The Procurement commission has the right to choose the next most economically advantageous Proposal, if the Tenderer in the time stipulated by the Regulations:
 - 20.7.1. refuses to conclude a partnership contract or establish the partnership in the cases and deadlines defined by the Regulations or in the cases and deadlines defined by the Regulations does not submit a copy of the partnership contract, or does not inform of the founding of a partnership company;
 - 20.7.2. refuses to conclude the Contract or does not submit signed Contract within the deadlines defined in the Regulations.
- 20.8. In any of such a case mentioned in Section 19.7 of the Regulations the Procurement commission is entitled to terminate this Procurement without selecting any Proposal or to select the Proposal with the next lowest proposed contract price. For either of these decisions a written decision must be made.
- 20.9. Prior to making the decision regarding the conclusion of the Contract with the next Tenderer, the Procurement commission assesses whether the next Tenderer is one market participant together with the initially selected Tenderer. If the next selected Tenderer is found to be one market participant together with the initially selected Tenderer or it does not comply with requirements set in the Section 19.5 of the Regulations, the Procurement commission decides to terminate the Procurement without selecting any Proposal.

ANNEXES:

- 1. Technical specification for Part No 1 "Health insurance for RB Rail AS employees in Estonia";
- 2. Technical specification for Part No 2 "Health insurance for RB Rail AS employees in Lithuania";
- 3. Application for the Part No 1 and/or Part No 2;
- 4. Confirmation of the tenderer financial standing for the Part No 1 and/or Part No 2;
- 5.1. Financial proposal for the Part No 1;
- 5.2. Financial proposal for the Part No 2;
- 6. Description of the tenderers experience for the Part No 1 and/or Part No 2;
- 7. Description of the Contract Manager experience for the Part No 1 and/or Part No 2;
- 8. Subcontractors and other entities on whose capacity the tenderer is relying;
- 9. Draft contract for the Part No 1 and/or Part no 2.

Procurement commission chairperson

L.Kalniņa

ANNEX NO 1. TECHNICAL SPECIFICATION

TECHNICAL SPECIFICATION – TECHNICAL PROPOSAL

“Health insurance for RB Rail AS employees in Lithuania and Estonia Branches”

(ID NO RBR 2021/5)

PART NO 1 “Health insurance for RB Rail AS employees in Estonia”

Options	Estonia		Technical proposal (filled by the Tenderer)
	Indemnification	Condition	
1. Paid outpatient treatment			
1.1.Doctors' consultations	100%	Consultations of doctors – specialists, including specialists with higher qualification	
1.2.Home visits	100%	Home visits by family doctor	
1.3.Medical manipulations	100%	The cost of medically indicated outpatient family medicine and specialized medical services, incl. patient's appointment fee, physician's paid appointment, and the tests, diagnostics and analyses (incl. those during pregnancy) and day hospital treatment prescribed by the physician's referral is subject to indemnification. Day hospital treatment is a health service the provision of which requires short-term monitoring of the state of a person and the person leaves the health service provider on the same day.	
1.4.A wide range of laboratory tests prescribed by a doctor	100%		
1.5.A wide range of diagnostic tests	100%		
1.6.MANDATORY health examinations related to the specifics of work in accordance with the procedures and to the extent specified in regulatory	100%	The cost of the statutory mandatory occupational health examination carried out by an occupational health physician is subject to indemnification Limit 70 EUR.	

1.7. Prophylactic vaccination carried out in a medical institution in accordance with the vaccination plan	100%	The cost of vaccinations carried out during the insurance period is indemnified for up to the sum insured specified in the policy. Limit 70 EUR.	
1.8.PREVENTIVE health checks	100%	The cost of health tests (e.g. the health packages of Synlab and Qvalitas) without medical indication (incl. without a referral), which could be sports physician's consultation, physical stress test, allergy test, food intolerance test, nutritionist's consultation fee and menu planning laboratory analyses and ultrasound examinations in pregnancy, is subject to indemnification. Limit 70 EUR.	
2.Inpatient treatment			Technical proposal (filled by the Tenderer)
2.1.Inpatient treatment	100%	Medically indicated hospital treatment cost of an insured person, incl. inpatient fee, extra fee for a paid ward(incl. extra fee for a postnatal family ward), examination, diagnostic tests in the hospital, preparation of a treatment plan, prescription of treatment, surgical procedures, medicinal products prescribed by a physician and administered in the hospital, is subject to indemnification. Limit 1000 EUR	
3.Additional programs			
3.1.Outpatient rehabilitation	100%	The expenses on rehabilitation prescribed by a physician (e.g. a referral, decision of an occupational health physician, case history) are subject to indemnification. The cost of rehabilitation consultation, physiotherapy, therapeutic exercises, mud treatment, treatment massage, hydrotherapy, chiropractic, osteopathic services, electrotherapy, occupational therapy and	

		speech therapy is indemnified. Limit 100 EUR	
3.2.Prescribed medication	50%	The cost of medicines incurred during the insurance period is indemnified if all of the following terms and conditions exist: the medicines must be prescribed by a physician; the medicines must be purchased on the basis of a prescription; the medicines must be registered in Estonia or the European Union. Limit 100 EUR	
3.3.Dental treatment	50%	The following costs of dental treatment services are indemnified: dentist's outpatient appointment, consultation, preparation of a treatment plan; dental treatment and surgery; X-ray; examinations necessary for diagnosing dental diseases and oral tissue diseases; dental hygienist's services; Limit 100 EUR	
The maximum amount of the health insurance policy per 1 (one) insured person for 9 (nine) calendar months of the policy operation period may not exceed 300,00 EUR together with additional program.			<The Tenderer indicate price in the EUR excl. VAT for the policy.>
Total insurance sum (EUR)	-	Outpatient treatment – 1000 Inpatient treatment – 1000	
4.Additional conditions			Technical proposal (filled by the Tenderer)
Changes in policy	Once a month (proportionally, considering claims paid)*		
Plastic cards	If possible to provide (optional)		
Digital cards	If possible to provide (optional)		
Self-service and mobile app	Self-service and claims handling in mobile app		
Claims applying	During all policy period and 3 months after ending		
Claims handling	In 5 working days		

*Person adding – the insurance premium for an additional insurable employee is calculated using the proportional principle. The insurance premium for an additional insurable employee is determined as follows: the monthly premium (1/9 of the period premium) for each insured employee is multiplied by the number of months remaining until the end of the policy.

Person excluding – the unused premium is calculated proportionally – the monthly premium (1/9 of the period premium) for each insured employee is multiplied by the number of months remaining until the end of the policy. Excluding an employee insurer will take into account claims paid during the insured period.

ANNEX NO 2. TECHNICAL SPECIFICATION

TECHNICAL SPECIFICATION – TECHNICAL PROPOSAL “Health insurance for RB Rail AS employees in Lithuania and Estonia Branches” (ID NO RBR 2021/5)

PART NO 2 “Health insurance for RB Rail AS employees in Lithuania”

Options	Estonia		Technical proposal (filled by the Tenderer)
	Indemnification	Condition	
1. Paid outpatient treatment			
1.1.Doctors' consultations	100%	Consultations of doctors – specialists, including specialists with higher qualification	
1.2.Home visits	100%	Home visits by family doctor	
1.3.medical manipulations	100%	Prescribed by a physician based on medical indications: <ul style="list-style-type: none"> ▪ laboratory tests (clinical, biochemical, immuno-enzymatic, hormonal, microbiological-bacteriological, cytological-histological, etc.); ▪ instrumental tests (ultrasound, radiological examinations, endoscopic examinations, functional tests, etc.). 	
1.4.a wide range of laboratory tests prescribed by a doctor			
1.5.a wide range of diagnostic tests			
1.6.MANDATORY health examinations related to the specifics of work in accordance with the procedures and to the extent specified in regulatory	100%	The cost of the statutory mandatory occupational health examination carried out by an occupational health physician is subject to indemnification Limit 70 EUR	
1.7.PREVENTIVE health checks and prophylactic vaccination	100%	The following shall be considered a preventive health check, covering (except for non-insured events):	

carried out in a medical institution in accordance with the vaccination plan		<ul style="list-style-type: none"> ▪ compulsory health check according to the type of work done in accordance with the procedure established by laws; ▪ tests performed at the request of the Insured; ▪ consultations and tests according to health check programmes created and approved in a health care facility; ▪ tests that are not necessary or medically justified in a specific clinical situation; ▪ vaccines and vaccinations chosen by the Insured or prescribed by a physician; ▪ (Pneumococcal vaccine, tick-borne encephalitis, influenza, hepatitis B, typhoid vaccine) <p>Limit – 100 EUR</p>	
2.Inpatient treatment			Technical proposal (filled by the Tenderer)
2.1.Inpatient treatment	100%	<p><u>Inpatient treatment in state medical institutions</u></p> <p>When inpatient treatment is needed, additional and treatment services in inpatient health care institution shall be paid. Expenses, which are not compensated from compulsory health insurance fund budget, shall be paid for.</p> <p><u>Additional services at a state hospital:</u></p> <ul style="list-style-type: none"> ▪ comfort services (a single or a double ward); ▪ nursing services prescribed by a physician; medical aids, medicinal preparations and nursing items prescribed by a doctor and used in a hospital. 	
3.Additional programs			
3.1.Outpatient rehabilitation	100%	<p>Coverage includes medically justified outpatient and/or inpatient rehabilitation services prescribed by the treating physician in case of trauma, acute disease, monitoring or exacerbation of chronic disease:</p> <ul style="list-style-type: none"> ▪ consulting by a physiotherapist, 	

		ergo-therapist, speech therapist; ▪ physiotherapy; ▪ individual and group sessions of kinesiotherapy in the gym and in the water; ▪ water and mud treatments; ▪ manual therapy sessions; ▪ therapeutic massages. Limit 100 EUR	
3.2.Prescribed medication	50%	The following shall be covered according to a doctor's prescription for outpatient treatment of the Insured: ▪ medicinal preparations; ▪ branded medicinal preparations; ▪ medical aids; ▪ technical orthopaedic measures; ▪ compression stockings and assistive technology. Limit 100 EUR	
3.3.Dental treatment	50%	The following dental services are paid for according to the program: emergency care in case of acute toothache, therapeutic (dental filling and canal treatment) and surgical treatment (tooth extraction), local anesthesia, dental consultations and RTG (dental X-ray). Oral hygiene Limit 100 EUR	
The maximum amount of the health insurance policy per 1 (one) insured person for 9 (nine) calendar months of the policy operation period may not exceed 320,00 EUR together with additional program.			<The Tenderer indicate price in the EUR excl. VAT for the policy.>
Total insurance sum (EUR)	-	2000	
4.Additional conditions			Technical proposal (filled by the Tenderer)
Changes in policy	Once a month (proportionally, considering claims paid) *		
Plastic cards	Provide		
Digital cards	Provide		
Self-service and mobile app	self-service and claims handling in mobile app		
List of agreed facilities	Provided in homepage		
Claims applying	During all policy period and 3 months after ending		
Claims handling	In 5 working days		

* Person adding - the insurance premium for an additional insurable employee is calculated using the proportional

principle. The insurance premium for an additional insurable employee is determined as follows: the monthly premium ($\frac{1}{9}$ of the period premium) for each insured employee is multiplied by the number of months remaining until the end of the policy. Outpatient and inpatient treatment limit will be provided in full, additional program limits will be provided with proportional principle.

ANNEX NO 3: APPLICATION

APPLICATION FOR PARTICIPATION IN THE PROCUREMENT "HEALTH INSURANCE FOR RB RAIL AS EMPLOYEES IN LITHUANIA AND ESTONIA BRANCHES" (ID NO. RBR 2021/5)

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 procurement "Health insurance for RB Rail AS employees in Lithuania and Estonia" No RBR 2021/5, in a⁶:

Part No 1 "Health insurance for RB Rail AS employees in Estonia"

☐

Part No 2 "Health insurance for RB Rail AS employees in Lithuania"

☐
2. Confirms that, if the Tenderer will be awarded the Contract, Tenderer will provide the services in accordance with the requirements of the Annex No 1 "Technical specification for Part No 1" and/or Annex No 2 „Technical specification for Part No 2”.
3. Confirms that Regulations is clear and understandable, that it does not have any objections and complaints and that in the case of granting the right to enter into a Contract it shall fulfil all conditions of the Regulations as well as enter into a Contract in accordance with the Draft contract enclosed with the Regulations (Annex No 9 „Draft contract for the Part No 1 and/or Part No 2”).

⁶ Please indicate by ticking relevant box/ -es (Part No 1, Part No 2 or both parts) in which the Tenderer takes participation.

4. Confirms that in the preparation and submission of its Proposal, Tenderer has fully considered all the clarifications issued by the Contracting authority;
5. Agrees that the Contracting authority reserves itself the right to reject any or all Proposals and cancel the Procurement before entry into Contract on the grounds specified in the Regulations or the law.
6. Guarantees that all information and documents provided are true.
7. **Confirms⁷ that meets the criteria of (please indicate by ticking relevant box):**

☐ a small ☐ medium ☐ other

sized enterprise⁸ as defined in the Article 2 of the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprise.⁹

-
- [date of signing] _____
[name and position of the representative of the Tenderer]

Name, Surname and position of the representative of Tenderer

Address: [Address of the Tenderer]

Contact person, phone, e-mail: [Name, Surname, phone number, e-mail address for direct communication and correspondence]

Date: [date of signing]

⁷ Tenderer must indicate size of enterprise for each member of the partnership, if the Tenderer is a partnership.

⁸ 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.

⁹ Available here - http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.L_.2003.124.01.0036.01.ENG&toc=OJ:L:2003:124:TOC

ANNEX NO 4: CONFIRMATION OF TENDERER’S FINANCIAL STANDING

Clause 8.3.1. of Regulations:

Tenderer is a partnership and confirms the average financial turnover jointly) average financial turnover within the last 3 (three) financial years, i.e. 2017, 2018, 2019 is not less:

- 1) than 30 000,00 EUR (thirty thousand euros, 00 cents) if the Tenderer applies for the **1.part**;
- 2) than 25 000,00 EUR (twenty-five thousand euros, 00 cents) if the Tenderer applies for the **2.part**.

In the event the average financial turnover of a limited liability member of a limited partnership (within the meaning of Latvian Commercial Law, Chapter X) exceeds its investment in the limited partnership, the average financial turnover shall be recognized in the amount of the investment in the limited partnership.

In the event the Tenderer or a member of a partnership (if the Tenderer is a partnership) or entity on whose capabilities the Tenderer is relying to certify it’s financial and economic performance has operated in the market for less than 3 (three) financial years, the requirement shall be met during the Tenderer’s actual operation period.

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

Clause 8.3.2. of Regulations:

The Tenderer or each member of the partnership (if the Tenderer is a partnership) on whose financial and economic capabilities the partnership is relying and who shall be financially and economically responsible for fulfilment of the procurement contract or entity on whose financial and economic capabilities the Tenderer is relying to certify its financial and economic performance and who shall be financially and economically responsible for fulfilment of the procurement contract shall have stable financial and economic performance, namely, **in the last audited financial year liquidity ratio (*Current Assets divided by Short-term Liabilities*) shall be equal to or exceed 1 and shall have positive equity capital (*Total Assets minus Total Liabilities*).**

$$\text{Liquidity ratio} = \frac{\text{Current Assets}}{\text{Short - term Liabilities}} = \underline{\hspace{2cm}}$$

$$\text{Equity capital} = \text{Total Assets} - \text{Total Liabilities} = \underline{\hspace{2cm}}$$

Documents attached: _____ *[Please fill in]* _____ on ____ *[Please fill in]* _____ pages.

Signature *[signature of the representative of the Tenderer]*: _____

Date: *[date of signing]*

Name: *[name of the representative of the Tenderer]*

Position: *[position of the representative of the Tenderer]*

* If the financial turnover is in another currency than euro, for the purposes of this Proposal it should be recalculated in euro in accordance with the currency exchange rate published by the European Central Bank on the date of signing of this document.

ANNEX NO 5.1: FINANCIAL PROPOSAL

FINANCIAL PROPOSAL FOR THE PROCUREMENT “HEALTH INSURANCE FOR RB RAIL AS EMPLOYEES IN LITHUANIA AND ESTONIA BRANCHES” (ID NO. RBR 2021/5)

PART NO 1 “Health insurance for RB Rail AS employees in Estonia”

Offered Base program price in accordance with Technical Specification:

Insurance program name	Premium for calendar 9 (nine) months for 1 (one) employee EUR excl.VAT

Offered additional program price in accordance with technical specification:

Merged additional programs	Premium for calendar 9 (nine) months for 1 (one) employee EUR excl.VAT
Outpatient treatment	
Prescribed medication	
Dental treatment	

Total price (base program and merged additional programs for 1 (one) employee):

Name of the base program and additional programs	Premium for calendar 9 (nine) months for 1 (one) employee EUR excl.VAT
Base program	
Outpatient treatment	
Prescribed medication	

Dental treatment	
Total premium for 1 (one) employee	

ANNEX NO 5.2: FINANCIAL PROPOSAL

FINANCIAL PROPOSAL FOR THE PROCUREMENT "HEALTH INSURANCE FOR RB RAIL AS EMPLOYEES IN LITHUANIA AND ESTONIA BRANCHES" (ID NO. RBR 2021/5)

PART NO 2 "Health insurance for RB Rail AS employees in Lithuania"

Offered Base program price in accordance with Technical Specification:

Insurance program name	Premium for calendar 9 (nine) months for 1 (one) employee EUR excl.VAT

Offered additional program price in accordance with technical specification:

Additional programs	Premium for calendar 9 (nine) months for 1 (one) employee EUR excl.VAT
Outpatient treatment	
Prescribed medication	
Dental treatment	
Additional free limit services	

Total price (base program and additional programs for 1 (one) employee):

Name of the base program and additional programs	Premium for calendar 9 (nine) months for 1 (one) employee EUR excl.VAT
Base program	
Outpatient treatment	
Prescribed medication	
Dental treatment	
Additional free limit services	
Total premium for 1 (one) employee	

ANNEX NO 6: DESCRIPTION OF THE TENDERER'S EXPERIENCE

"HEALTH INSURANCE FOR RB RAIL AS EMPLOYEES IN LITHUANIA AND ESTONIA BRANCHES" (ID NO. RBR 2021/5)

The tenderer within the previous 3 (three) years (2018 to until the date of submission of proposals) has gained the following experience:
The Tenderer is required to complete only the part of the procurement in which Tenderer is taking part.

Part no 1 "Health insurance for RB Rail AS employees in Estonia".

Section 8.4.1.1 of the Regulations

No	Client, client's contact information for references (name of representative, phone, e-mail) ¹⁰	Period of the contract/ project (month/year – month/year)	Description of the services provided by the Tenderer what characterize required experience, stated in Section 8.4.1.1 of the Regulations
1.			
2.			
3.			
[..]			

[date of signing]

[name and position of the representative of the Tenderer]

¹⁰ 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 8.3.1. of the Regulations.

Part no 2 "Health insurance for RB Rail AS employees in Lithuania".

Section 8.4.2.1 of the Regulations

No	Client, client's contact information for references (name of representative, phone, e-mail) ¹¹	Period of the contract/ project (month/year – month/year)	Description of the services provided by the Tenderer what characterize required experience, stated in Section 8.4.2.1 of the Regulations
1.			
2.			
3.			
[..]			

[date of signing]

[name and position of the representative of the Tenderer]

¹¹ 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 8.3.1. of the Regulations.

ANNEX NO 7: DESCRIPTION OF THE CONTRACT MANAGER EXPERIENCE

“HEALTH INSURANCE FOR RB RAIL AS EMPLOYEES IN LITHUANIA AND ESTONIA BRANCHES” (ID NO. RBR 2021/5)

The Tenderer is required to complete only the part of the procurement in which Tenderer is taking part.

Part no 1 “Health insurance services for RB Rail AS employees in Estonia”.

Section 8.4.1.3 (a), (b) of the Regulations

<div style="display: flex; justify-content: space-between;"> _____ (Name, Surname), _____ (phone, e-mail) </div>				
Work experience				
1.	Employer (name of the company), employer's contact information for references (name of the representative, phone, e-mail) ¹²	Employment period (month/year – month/year)	Position	Main duties which characterize the experience (mentioned in Section 8.4.1.3.1 (a) of the Regulations)
1.1.				
1.2.				
[..]				

English language skills¹³¹⁴:

Understanding		Speaking		Writing
Listening	Reading	Spoken interaction	Spoken production	
Enter level	Enter level	Enter level	Enter level	Enter level

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

¹² In case of doubt, the Contracting authority has the right to contact the employer to verify that the specified work experience complies with the requirements set in Section 8.4.1.4 and/ or 8.4.2.3 of the Regulations.

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

¹⁴ Need to be filled in about the contract manager only.

I confirm that I have consented that my candidature is proposed in the procurement “Health insurance for RB Rail AS employees in Lithuania and Estonia”, ID No RBR 2021/5.

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

[date of signing]

[signature]

[name, surname of the Contract Manager]

Part no 2 “Health insurance services for RB Rail AS employees in Lithuania”.

Section 8.4.2.3 (a), (b) of the Regulations

(Name, Surname), (phone, e-mail)				
Work experience				
1.	Employer (name of the company), employer’s contact information for references (name of the representative, phone, e-mail) ¹⁵	Employment period (month/year – month/year)	Position	Main duties which characterize the experience (mentioned in Section 8.4.2.3.1 (a) of the Regulations)
1.3.				
1.4.				
[..]				

English language skills¹⁶¹⁷:

Understanding		Speaking		Writing
Listening	Reading	Spoken interaction	Spoken production	
Enter level	Enter level	Enter level	Enter level	Enter level

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

¹⁵ In case of doubt, the Contracting authority has the right to contact the employer to verify that the specified work experience complies with the requirements set in Section 8.4.1.4 and/ or 8.4.2.3 of the Regulations.

¹⁶ Language skill level is based on Common European Framework of Reference for Languages (see <http://europass.cedefop.europa.eu/resources/european-language-levels-cefr>)

¹⁷ Need to be filled in about the contract manager only.

I confirm that I have consented that my candidature is proposed in the procurement "Health insurance for RB Rail AS employees in Lithuania and Estonia", ID No RBR 2021/5.

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

[date of signing]

[signature]

[name, surname of the Contract Manager]

**ANNEX NO 8: SUBCONTRACTORS AND OTHER ENTITIES ON WHOSE CAPACITY
THE TENDERER IS RELYING**

**A LIST OF SUBCONTRACTORS (INCLUDING OTHER ENTITIES ON WHOSE CAPACITY THE
TENDERER IS RELYING TO MEET THE QUALIFICATION REQUIREMENTS)
FOR THE PROCUREMENT
“HEALTH INSURANCE SERVICES FOR RB RAIL AS EMPLOYEES IN LITHUANIA AND ESTONIA”
(ID NO. RBR 2021/5)**

No	Name of the sub-contractor	Description of the sub-contracted task	Subcontracted tasks, estimated % of the total contract value	Capabilities (for example, key – experts experience etc.) on which the Tenderer is relying to meet specific qualification criteria (if applicable)
1.				
2.				
[..]				

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

☐ a small ☐ medium ☐ other

sized enterprise¹⁸ as defined in the Article 2 of the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprise.¹⁹

[date of signing]

[name and position of the representative of the Tenderer]

¹⁸ 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.

¹⁹ 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

