

Approved at the meeting of the
Procurement Commission of Riga Technical University
held on 28 July 2026
(Minutes No. 1)

RIGA TECHNICAL UNIVERSITY

OPEN TENDER

SUPPLY OF TECHNOLOGICAL EQUIPMENT (Stage 4)

Procurement Identification No. RTU 2026/14-4

PROCUREMENT REGULATIONS

1. GENERAL INFORMATION

1.1. Type, Title and Identification Number of the Procurement Procedure:

Pursuant to Section 8, Paragraph One, Clause 1 of the Public Procurement Law (hereinafter – the PPL), the procurement procedure is an Open Tender entitled “Supply of Technological Equipment (Stage 4)”, Procurement Identification No. RTU 2026/14-4 (hereinafter – the Tender). As a result of the Tender, the Contracting Authority shall award the right to conclude contracts for the supply of technological equipment (hereinafter – the Contract).

1.2. Contracting Authority

Name of the Contracting Authority	Riga Technical University
Address	6A Ķīpsalas Street, Riga, LV-1658, Latvia
Registration No.	90000068977
Buyer Profile in the Electronic Procurement System (EIS)	https://www.eis.gov.lv/EKEIS/Supplier/Organizer/819 (hereinafter also referred to as the Buyer Profile in the EIS)
Tender Page in the EIS e-Tenders Subsystem	https://www.eis.gov.lv/EKEIS/Supplier/Procurement/178462 (hereinafter also referred to as the Tender Page in the EIS e-Tenders Subsystem)
Contact Person regarding the Procurement Procedure	Ilva Prātiņa Project Manager, Procurement and Purchasing Centre E-mail: ilva.pratina@rtu.lv The contact person provides organisational information regarding the procurement procedure only.
Business Hours	Monday–Friday: 08:30–17:00

1.3. Exchange of Information

- 1.3.1. The Contracting Authority and interested suppliers shall exchange information in writing.
- 1.3.2. An interested supplier shall submit questions regarding these Procurement Regulations in writing by sending them electronically through the Tender page in the EPS e-Tenders subsystem.
- 1.3.3. Where an interested supplier requests additional information in due time concerning the requirements included in the procurement documents regarding the preparation and submission of tenders or the selection of tenderers (hereinafter – **Tenderers**), the Contracting Authority shall provide such information within five working days, but not later than six days before the deadline for submission of tenders. Replies to suppliers' requests for additional information concerning these Procurement Regulations shall be sent to the supplier who submitted the request and simultaneously published on the Tender page in the EPS e-Tenders subsystem.
- 1.3.4. Interested suppliers are responsible for regularly monitoring the information published on the Tender page in the EPS e-Tenders subsystem.
- 1.3.5. The Contracting Authority shall not be liable if an interested supplier has failed to acquaint itself with information regarding the Tender that has been made freely and directly available electronically through the Tender page in the EPS e-Tenders subsystem.

1.4. Access to Procurement Documents

- 1.4.1. Interested suppliers may obtain these Procurement Regulations and the related procurement documentation by downloading them electronically from the Tender page in the EPS e-Tenders subsystem.
- 1.4.2. An interested supplier registered in the EPS as a supplier may register as a recipient of these Procurement Regulations via the Tender page in the EPS e-Tenders subsystem.
- 1.4.3. If an interested supplier requests a printed copy of these Procurement Regulations, the Contracting Authority shall provide it free of charge within three working days after receipt of the relevant request, provided that the request has been submitted sufficiently in advance of the tender submission deadline.
- 1.4.4. By downloading these Procurement Regulations, the interested supplier undertakes to monitor any subsequent amendments thereto, as well as the Contracting Authority's replies to suppliers' questions, which shall be published on the Tender page in the EPS e-Tenders subsystem.

1.5. Requirements for the Preparation of the Tender

- 1.5.1. The Tender shall be submitted electronically via the Tender page in the EPS e-Tenders subsystem using one of the following methods at the Tenderer's discretion::
 - 1.5.1.1. By using the tools provided within the EPS e-Tenders subsystem and completing the electronic forms available in the procurement section of the system.;
 - 1.5.1.2. By preparing the electronic documents outside the EPS e-Tenders subsystem and uploading completed PDF forms, including embedded files where applicable, to the relevant sections of the system. In such case, the Tenderer shall be responsible for ensuring that the completed forms comply with the requirements of the procurement documentation and the prescribed templates.;
 - 1.5.1.3. By encrypting the electronically prepared Tender outside the EPS e-Tenders subsystem using third-party data protection tools and protecting it with an electronic key and password. In such case, the Tenderer shall be responsible for ensuring that the completed forms comply with the requirements of the procurement documentation and templates, as well as for ensuring that the encrypted documents can be successfully opened and read..
- 1.5.2. When preparing the Tender, the Tenderer shall observe the following requirements::

- 1.5.2.1. The Tender documents shall be prepared as separate electronic documents in formats readable using standard office software (for example, Microsoft Office 2010 or later versions, or PDF format). The Financial Proposal shall be submitted as a separate electronic document in a format compatible with Microsoft Office 2010 or later.;
 - 1.5.2.2. The Tender documents shall be signed using a secure electronic signature with a qualified time stamp or by means of the electronic signature functionality provided by the *EIS*.;
 - 1.5.2.3. The Tender documents shall be signed by a representative of the Tenderer authorised to represent the company in accordance with the Register of Enterprises of the Republic of Latvia or an equivalent foreign register, or by a duly authorised representative. In the latter case, a duly executed power of attorney and documents confirming the signing authority of the person issuing the power of attorney shall be attached. The power of attorney shall clearly specify the scope of the authorised person's rights and obligations;
 - 1.5.2.4. Where the Tender is submitted by an association of persons in any legal form, the Tender shall identify the authorised representative entitled to electronically sign all documents related to this procurement procedure. The authorisation to represent the association shall be signed by the authorised representative of each member of the association.
- 1.5.3. The Tender shall consist of the following separately prepared and electronically signed documents:
 - 1.5.3.1. Application for participation in the Tender (Annex 1 to these Procurement Regulations), including, where applicable, the power of attorney referred to in Clauses 1.5.2.3 or 1.5.2.4.;
 - 1.5.3.2. Tenderer's qualification documents;
 - 1.5.3.3. Technical Proposal, including the Tenderer's confirmation that it has fully acquainted itself with the requirements set out in the Technical Specification regarding performance of the supply, has requested clarification regarding all unclear matters, and has a complete understanding of the execution of the procurement contract (Annexes 1 and 4 to these Procurement Regulations), together with all documents required under these Procurement Regulations;
 - 1.5.3.4. Financial Proposal (Annex 3 to these Procurement Regulations).
- 1.5.4. The Tenderer shall comply with the requirements of the Electronic Documents Law regarding electronic documents, as well as the preparation and legal validity of electronic copies of paper documents. The Tenderer may certify all derivative documents and translations included in the Tender by submitting one common certification covering all such documents and translations.
- 1.5.5. All documents included in the Tender shall be clearly legible and free from unauthorised corrections or deletions to avoid any misunderstanding. Any corrections shall be confirmed by the signature of the authorised representative of the Tenderer. In the event of discrepancies between amounts expressed in words and figures, the amount expressed in words shall prevail.
- 1.5.6. If the Contracting Authority has doubts regarding the authenticity of a submitted copy of a document, it may request the Tenderer to produce the original document. Where discrepancies are identified between the original and the submitted copy, the information contained in the original document shall prevail.
- 1.5.7. The Tender shall be prepared in the Latvian language. Documents prepared in another language shall be accompanied by a certified translation into Latvian. The Tenderer shall be responsible for the accuracy of the translation.
- 1.5.8. If, at the time of submission of the Tender, the Tenderer is unable to provide a Latvian translation of the manufacturer's technical documentation, such documentation may be submitted in English. Upon request of the Procurement Commission, the Tenderer shall subsequently provide a translation of the relevant documentation into Latvian.
- 1.5.9. The Tender shall be prepared in such a manner that it does not jeopardise the operation of the EPS e-Tenders subsystem or restrict access to the information contained therein. In particular, the Tender shall not contain computer viruses, malicious software or similar harmful code. If the Tender is submitted in encrypted form, the Tenderer shall provide the valid electronic key and

password required to decrypt the documents not later than fifteen (15) minutes after the opening of tenders has commenced.

1.6. Place, Deadline and Procedure for Submission and Opening of Tenders

- 1.6.1. Interested suppliers shall submit their Tenders by the deadline specified in the EPS e-Tenders subsystem.
- 1.6.2. Tenders submitted outside the EPS e-Tenders subsystem shall be considered non-compliant with these Procurement Regulations.
- 1.6.3. Tenders received outside the EPS e-Tenders subsystem shall not be opened and shall be returned unopened to the sender.
- 1.6.4. Tenders shall be opened at the date and time specified in the EPS e-Tenders subsystem.
- 1.6.5. Until the expiry of the submission deadline, the Tenderer may amend or withdraw its Tender using the relevant functions available in the EPS.
- 1.6.6. Withdrawal of a Tender shall be unconditional and shall exclude the Tenderer from further participation in the Tender.
- 1.6.7. The Tender opening session shall be public and conducted electronically. Any interested supplier may follow the opening process electronically.
- 1.6.8. The evaluation of Tenders shall be carried out by the Contracting Authority in closed sessions.
- 1.6.9. The Tender shall specify whether any part of the Tender or the subject matter thereof contains confidential commercial information (trade secrets). If the Tender or any part thereof contains trade secrets, the Tenderer shall identify the information regarded as confidential and specify the legal basis for such confidentiality. A Tenderer may not claim confidentiality for information that is publicly accessible under applicable laws and regulations.
- 1.6.10. By submitting a Tender, the Tenderer confirms that it has familiarised itself with and accepts these Procurement Regulations and all annexes thereto, and that it has taken into account all applicable laws and regulations that may affect or relate to the performance of the procurement contract.

1.7. Personal Data Processing

The Contracting Authority shall process the personal data submitted within the Tender, retain the procurement documentation, and disclose personal data to the Procurement Monitoring Bureau, the Official Journal of the European Union, the Central Finance and Contracting Agency and/or other institutions involved in the management of European Union funds, and/or the Administrative District Court, as required under the Public Procurement Law, legislation governing the administration of European Union funds, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation – GDPR), and other applicable legal acts.

2. INFORMATION ON THE SUBJECT MATTER OF THE PROCUREMENT

- 2.1. The subject matter of this procurement is the supply of a Photonic Component Analyzer, in accordance with these Procurement Regulations, the Technical Specification (Annex 2), and the draft Contract (Annex 4).
- 2.2. Common Procurement Vocabulary (CPV): Main CPV Code 31000000-6 – Electrical machinery, apparatus, equipment and consumables; lighting. Additional CPV Codes 32000000-3 – Radio, television, communication, telecommunications and related equipment. 38000000-5 – Laboratory, optical and precision equipment (except glasses).
- 2.3. The procurement is not divided into lots:
- 2.4. Each Tenderer shall submit one Tender only, covering the entire scope of the procurement.
- 2.5. The planned duration of the Contract shall be in accordance with the Technical Specification.
- 2.6. The place of delivery shall be as specified in the Technical Specification.
- 2.7. The Contract shall be awarded to the Tenderer whose Tender complies with these Procurement Regulations and the draft Contract (Annex 4), in accordance with the evaluation criteria established herein;
- 2.8. The Tenderer awarded the Contract shall sign the Contract in accordance with Annex 4 within five (5) working days from receipt of the Contracting Authority's invitation to sign the Contract;

- 2.9. Replacement of personnel or subcontractors involved in the performance of the Contract, as well as the engagement of additional personnel or subcontractors, shall be permitted only in accordance with the Public Procurement Law and the provisions of the Contract;
- 2.10. Any objections concerning the draft Contract (Annex 4) shall be submitted in writing in accordance with Clause 1.3 of these Procurement Regulations. Objections submitted after the expiry of the Tender submission deadline shall not be considered.

3. TENDERER SELECTION REQUIREMENTS

- 3.1. The Tenderer selection requirements are mandatory for all Tenderers wishing to obtain the right to conclude the Contract.
- 3.2. Any natural person, legal entity, or association thereof in any legal form may participate in the Tender, provided that it complies with the requirements established in the procurement documentation.
- 3.3. Pursuant to Section 2² of the Public Procurement Law, the Tenderer shall not include goods or services originating in the Russian Federation or the Republic of Belarus in its Tender for the performance of the Contract. If the Procurement Commission determines that the Tender includes goods or services originating in the Russian Federation or the Republic of Belarus, the Tender shall be rejected without further evaluation.
- 3.4. **Exclusion Grounds**
- 3.4.1. The Contracting Authority shall exclude a Tenderer from participation in the procurement procedure where any of the exclusion grounds referred to in Section 42, Paragraph Two, Clauses 1, 2, 3, 4, 5, 6, 7, 10, 11, 12, 13 or 14 of the Public Procurement Law apply. These exclusion grounds shall also apply to the persons referred to in Section 42, Paragraph Three of the Public Procurement Law, subject to the transitional provisions applicable under Latvian law.
- 3.4.2. The existence of the circumstances referred to above shall be verified only with respect to the Tenderer to whom the Contract would otherwise be awarded.
- 3.4.3. When evaluating Tenders, the Contracting Authority shall also apply Article 5k of Council Regulation (EU) 2022/576, amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine.
- 3.5. **Qualification Requirements Relating to the Tenderer's Professional, Technical and Professional Capacity:**

Nr. p.k.	qualification requirements	Document for assessment of conformity of the qualification requirement
3.5.1.	The Tenderer shall submit an Application for Participation in the Tender (Annex 1 to these Procurement Regulations).	<p>The application shall be completed and signed by the Tenderer.</p> <p>If the application is signed by an authorised representative of the Tenderer, a power of attorney issued by a person authorised to represent the Tenderer shall also be submitted (original or certified copy), unless the relevant signing authority is already evident from the information registered in the Register of Enterprises of the Republic of Latvia.</p> <p>Where the Tender is submitted by an association of suppliers, the Tender documents shall be signed in accordance</p>

		<p>with the agreement concluded between the members of the association.</p> <p>The Tender shall include an agreement signed by all members of the association regarding the submission of a joint Tender. Such agreement shall specify:</p> <ul style="list-style-type: none"> • the responsibilities of each member of the association; • the rights and obligations of each member regarding the submission of the Tender; • the distribution of responsibilities in the event of Contract award; • the authorised representative of the association for the purposes of this Tender. <p>If no authorised representative is designated, the Application for Participation shall be signed by all members of the association</p>
3.5.2.	<p>Where the Tenderer is a commercial undertaking, it shall be duly registered, licensed and certified in accordance with the legislation of the country in which it is established.</p> <p>Where an association of suppliers is awarded the Contract, it shall, prior to signing the Contract, but no later than ten (10) days after receiving notification of the Contract award decision, either:</p> <ul style="list-style-type: none"> • establish an appropriate legal entity; or • conclude a partnership agreement defining the allocation of responsibilities among the members, <p>where such legal form is necessary for the proper performance of the Contract.</p> <p>The above period may be extended if a foreign Tenderer provides documentary evidence demonstrating that a longer period is required under the registration procedures applicable in its country of establishment</p>	<p>The Contracting Authority shall verify the registration of Latvian commercial undertakings in the Commercial Register maintained by the Register of Enterprises of the Republic of Latvia.</p> <p>Foreign Tenderers shall submit a document issued by the competent authority of their country confirming that the Tenderer is duly registered in accordance with the applicable legislation (original or certified copy).</p> <p>Where the Tender is submitted by an association of suppliers, the Tender shall include a declaration confirming that, if awarded the Contract, the association shall fulfil the above requirements. Such declaration is incorporated in Annex 1</p>
3.5.3.	<p>The Tenderer may rely on the technical and professional capacities of other entities where this is necessary for the performance of the Contract, irrespective of the legal nature of</p>	<p>In such case, the Tenderer shall demonstrate to the Contracting Authority that the</p>

	the relationship between the Tenderer and such entities.	necessary resources will be available by submitting: <ul style="list-style-type: none"> • a written undertaking from the relevant entity; or • an agreement regarding the provision of the required resources.
3.5.4.	Where the Tenderer intends to engage subcontractors in the performance of the Contract, information regarding such subcontractors shall be submitted.	<p>The Application for Participation (Annex 1) shall specify:</p> <ul style="list-style-type: none"> • each subcontractor; • the percentage of the Contract to be performed by each subcontractor; • the corresponding value in EUR. <p>Each subcontractor shall submit a written confirmation of its willingness to perform the relevant part of the Contract, together with documentary evidence confirming the authority of the person signing such confirmation, where this authority is not evident from the Register of Enterprises of the Republic of Latvia or an equivalent register.</p> <p>If no subcontractors are intended to be engaged, the Tenderer shall indicate this in the Application for Participation.</p>
3.5.5.	The Tenderer shall be authorised to market the offered product within the territory of the Republic of Latvia, carry out installation of the equipment, provide training to the Contracting Authority's personnel in the operation of the equipment, and fulfil all warranty obligations.	<p>The Tenderer shall submit a certificate or authorisation issued by the manufacturer or the manufacturer's authorised representative confirming that the Tenderer is authorised to:</p> <ul style="list-style-type: none"> • distribute the offered product in the Republic of Latvia; • install the equipment; • provide user training to the Contracting Authority's personnel; <p>perform warranty obligations in respect of the offered product</p>

3.6. Where applicable, a foreign Tenderer or a Tenderer permanently established outside Latvia shall submit a certificate issued by the competent authority confirming that neither the Tenderer nor the persons referred to in Section 42 of the Public Procurement Law are subject to any exclusion grounds. Such certificate shall have been issued no earlier than six (6) months before its submission, unless the issuing authority specifies a shorter period of validity.

3.7. Where applicable, pursuant to Section 11¹ of the Law on International Sanctions and National Sanctions of the Republic of Latvia, the Tenderer shall submit a certificate issued by the competent authority containing information regarding members of the management board or supervisory board, beneficial owners, authorised representatives, procurement holders or other authorised

persons representing the Tenderer, together with the Tenderer's confirmation that such information remains current.

- 3.8. Where applicable, if the Tenderer is subject to any of the exclusion grounds referred to in Section 42 of the Public Procurement Law but relies on self-cleaning measures under Section 43 thereof, the Tenderer shall disclose this in its Tender and, if selected for Contract award, submit documentary evidence demonstrating compensation for damage, cooperation with the competent authorities and implementation of technical, organisational or personnel measures proving its reliability.

3.9. Technical Requirements.

- 3.9.1. The Tenderer shall submit a declaration confirming that it has familiarised itself with these Procurement Regulations, including the draft Contract, has requested clarification regarding all matters considered unclear, accepts all requirements set out therein, and undertakes to comply with them (Annex 1 to these Procurement Regulations).
- 3.9.2. The Technical Proposal shall be prepared and submitted in accordance with the requirements specified in Annex 2 – Technical Specification and Technical Proposal,
- 3.9.3. The Technical Proposal shall include a detailed description demonstrating compliance with the Technical Specification. In particular, the Tenderer shall provide a detailed description of the offered equipment, operating instructions, warranty conditions and any other information deemed relevant by the Tenderer.
- 3.9.4. Alternative Technical Proposals shall not be accepted.

3.10. Financial Proposal.

- 3.10.1. The Financial Proposal shall be prepared and submitted in accordance with the requirements and template set out in Annex 3 – Financial Proposal.
- 3.10.2. When calculating the total Tender Price, the Tenderer shall include all costs related to the supply of the equipment, delivery, installation, training of the Contracting Authority's personnel in accordance with the Technical Specification, and all other costs necessary for the complete and proper performance of the Contract. The Tender Price shall include, inter alia: labour costs; transportation costs; costs of technical equipment and tools; all applicable state and municipal taxes and duties (excluding VAT); profit; costs associated with risk factors, including but not limited to legislative changes, increases in delivery and labour costs, and other direct and indirect costs, excluding Value Added Tax (VAT).
- 3.10.3. All calculations contained in the Financial Proposal shall be based on the requirements specified in the Technical Specification.
- 3.10.4. Prices shall be stated to two decimal places. Where more than two decimal places are indicated, the Procurement Commission shall not apply mathematical rounding and shall disregard all digits after the second decimal place.
- 3.10.5. The Tenderer shall not amend the format of the Financial Proposal.
- 3.10.6. Alternative Financial Proposals shall not be accepted.

4. EUROPEAN SINGLE PROCUREMENT DOCUMENT (ESPD)

- 4.1. The Contracting Authority accepts the European Single Procurement Document (ESPD) as preliminary evidence of compliance with the selection requirements specified in the Contract Notice and these Procurement Regulations.
- 4.2. Where the Tenderer submits an ESPD, it shall also submit separate ESPDs for: each member of an association of suppliers; each entity on whose capacities the Tenderer relies in order to satisfy the selection requirements; each subcontractor whose share of the Contract amounts to at least ten per cent (10%) of the Contract value. Each member of an association of suppliers shall submit a separate ESPD.
- 4.3. Entities on whose capacities the Tenderer relies shall complete the ESPD sections relating to exclusion grounds and the relevant selection criteria for which their capacities are relied upon.
- 4.4. The ESPD shall be completed in accordance with Commission Implementing Regulation (EU) 2016/7 of 5 January 2016, establishing the standard form for the European Single Procurement Document.

- 4.5. The ESPD is available through the Electronic Procurement System (EPS) (adrese: <http://espd.eis.gov.lv/>).

5. AWARD CRITERIA AND EVALUATION OF TENDERS

- 5.1. The Procurement Commission shall examine the compliance of the Tender documents with the formal requirements and carry out the selection of Tenderers in a closed session, during which it shall verify whether the submitted Tenders comply with the requirements of these Procurement Regulations.
- 5.2. Award Criterion The Contract shall be awarded to the most economically advantageous Tender, determined on the basis of the following evaluation criteria:

Nr.p.k.	Evaluation Criterion	Scoring calculation and scoring methodology	Maximum Points
1.	Total price of the Equipment, including delivery, EUR excluding VAT (A)	<p>Criterion A – Total Tender Price (95 points)</p> <p>The maximum score shall be awarded to the Tenderer offering the lowest total Tender Price.</p> <p>The scores for the remaining Tenderers shall be calculated proportionally using the following formula:</p> $A = E_{min} / E_{tender} \times 95$ <p>Where:</p> <ul style="list-style-type: none"> A = score awarded to the evaluated Tenderer (rounded to two decimal places); E_{min} = the lowest Tender Price (EUR excluding VAT); E_{tender} = the Tender Price submitted by the evaluated Tenderer (EUR excluding VAT). <p>For evaluation purposes, the amount stated in the Financial Proposal (Annex 3) excluding VAT shall be used.</p>	95
2.	Electricity consumption of the Equipment (B)	<p>Criterion B – Electricity Consumption (5 points)</p> <p>The maximum score shall be awarded to the Tenderer offering the equipment with the lowest electricity consumption.</p> <p>The scores for the remaining Tenderers shall be calculated proportionally according to the following formula:</p> $B = E_{min} / E_{equipment} \times 5$ <p>Where:</p>	5

		<ul style="list-style-type: none"> • B = score awarded to the evaluated Tenderer (rounded to two decimal places); • E_{min} = the lowest electricity consumption offered (W); • E_{equipment} = the electricity consumption (W) of the equipment offered by the evaluated Tenderer. 	
Maximum Score (P)	<p>Overall Score The overall evaluation score shall be calculated as follows:</p> <p>P = A + B</p> <p>where P represents the Tenderer's final score.</p>		100

5.3. The Contracting Authority shall: verify the Tenderers' compliance with the qualification requirements; examine the compliance of the Tenders with these Procurement Regulations; evaluate the Tenders in accordance with the award criterion established herein.

5.4. Examination of Formal Compliance:

5.4.1. The Contracting Authority shall verify whether the Tender has been prepared in accordance with the requirements specified in Clause 1.5 of these Procurement Regulations;

5.4.2. The Contracting Authority may reject a Tender without further evaluation where it has not been prepared in accordance with the formal requirements set out in Clause 1.5.

5.5. Examination of Tenderer Qualification:

5.5.1. The Contracting Authority shall verify that the Tenderer has submitted all documents and information required under these Procurement Regulations;

5.5.2. Where the Contracting Authority has doubts regarding the Tenderer's compliance with the qualification requirements specified in Clause 3.5, it may request documentary evidence or additional explanations in order to verify the information provided;

5.5.3. Where the Tenderer fails to satisfy the qualification requirements established in these Procurement Regulations, the Tender shall be rejected without further evaluation.

5.6. Evaluation of the Technical Proposal:

5.6.1. The Contracting Authority shall verify whether the Technical Proposal complies with the requirements specified in Clause 3.9 of these Procurement Regulations and in the Technical Specification;

5.6.2. The Tender shall be rejected where: the required Technical Proposal documents have not been submitted; the submitted documents do not comply with these Procurement Regulations or the Technical Specification; or the Technical Proposal does not cover the entire scope of the procurement.

5.7. Evaluation of the Financial Proposal:

5.7.1. The Contracting Authority shall verify whether the Financial Proposal has been prepared in accordance with Annex 3 and the requirements specified in Clause 3.10;

5.7.2. The Tender shall be rejected where the Financial Proposal does not comply with Annex 3 or the requirements of Clause 3.10, including where the Tenderer has altered the information for which prices were required to be submitted;

5.7.3. The Contracting Authority shall verify whether the Financial Proposal contains any arithmetic errors. Where arithmetic errors are identified, the Contracting Authority shall correct such errors and evaluate the Financial Proposal on the basis of the corrected calculations. The relevant Tenderer shall be informed of the corrections made.

- 5.8. Where the Contracting Authority considers that a Tender appears to be abnormally low, it shall act in accordance with Section 53 of the Public Procurement Law.
- 5.9. Where two or more Tenderers obtain the same overall evaluation score, the decisive criterion shall be Criterion A (Total Tender Price). If equality still remains, the Contracting Authority shall determine the successful Tenderer by means of a public drawing of lots, to which the relevant Tenderers shall be invited. Failure of a Tenderer to attend the drawing of lots shall not prevent the procedure from taking place.

6. DECISION ON THE RESULTS OF THE TENDER AND NOTIFICATION

- 6.1. Prior to awarding the Contract, the Contracting Authority shall verify whether the Tenderer that would otherwise be entitled to the Contract, based on compliance with the requirements of the Contract Notice, these Procurement Regulations and the established award criterion, is subject to any exclusion grounds referred to in Section 42, Paragraph Two, Clauses 1–7 and 10–14 of the Public Procurement Law, or to international or national sanctions pursuant to Section 11¹ of the Law on International Sanctions and National Sanctions of the Republic of Latvia. Such verification shall be carried out in accordance with the procedures and time limits prescribed by the Public Procurement Law.
- 6.2. Where applicable, the Contracting Authority shall assess the evidence submitted by the Tenderer regarding self-cleaning measures in accordance with Section 43 of the Public Procurement Law.
- 6.3. The Contract shall be awarded to the Tenderer whose Tender has been determined to be the most economically advantageous, having obtained the highest total score in accordance with Clause 5.2 of these Procurement Regulations.
- 6.4. All Tenderers shall be notified in writing of the outcome of the Tender within three (3) working days from the date of adoption of the relevant decision.
- 6.5. If no Tenders have been submitted, the Contracting Authority shall decide to terminate the Tender procedure.
- 6.6. The Contracting Authority may discontinue the Tender procedure at any stage where objectively justified.

7. PROCUREMENT CONTRACT

- 7.1. The Contracting Authority shall conclude the Procurement Contract on the basis of the successful Tender and the draft Contract (Annex 4), in accordance with these Procurement Regulations and Section 60(6) of the Public Procurement Law. The Contract shall not be concluded earlier than the first working day following the expiry of the mandatory standstill period, provided that no application concerning alleged infringements has been submitted to the Procurement Monitoring Bureau. The terms and conditions of the draft Contract shall not be amended upon signature..
- 7.2. The Contract shall be prepared on the basis of the Contract award decision and the successful Tender submitted by the selected Tenderer.
- 7.3. Where permitted by Section 60(9)(1) of the Public Procurement Law, the Contracting Authority may conclude the Contract without observing the standstill period where only one Tenderer has participated and no person is entitled to challenge the procurement procedure.
- 7.4. Any objections concerning the draft Contract shall be submitted in accordance with Clause 1.3 of these Procurement Regulations. Objections submitted after expiry of the Tender submission deadline shall not be considered.
- 7.5. The Contract shall be prepared electronically by the Contracting Authority and sent to the successful Tenderer for signature.
- 7.6. If the successful Tenderer fails to sign the Contract within five (5) working days after receipt of the electronic invitation sent by the Contracting Authority, the Contracting Authority shall be entitled, in accordance with the Public Procurement Law, to award the Contract to the Tenderer whose Tender is next ranked as the most economically advantageous.
- 7.7. Replacement of personnel or subcontractors involved in the performance of the Contract, as well as the engagement of additional personnel or subcontractors, shall be carried out only in accordance with the Public Procurement Law and the provisions of the Contract.
- 7.8. The Contracting Authority shall have the right not to conclude the Contract, or to unilaterally terminate an already concluded Contract, where performance has become impossible because

international or national sanctions, or sanctions imposed by the European Union or a NATO Member State affecting significant financial and capital market interests, have been imposed upon the Tenderer or other persons referred to in Section 11¹ of the Law on International Sanctions and National Sanctions of the Republic of Latvia.

- 7.9. The Procurement Contract concluded as a result of this Tender shall constitute publicly accessible information to the extent provided by the Public Procurement Law.

8. RIGHTS AND OBLIGATIONS OF THE PROCUREMENT COMMISSION

8.1. Rights of the Procurement Commission.

- 8.1.1. The Procurement Commission shall have the right to: reject a Tender that does not comply with these Procurement Regulations; request clarification regarding information contained in a Tender;
- 8.1.2. verify information through competent authorities, public registers or publicly available databases;
- 8.1.3. correct arithmetic errors in Financial Proposals and notify the relevant Tenderers;
- 8.1.4. engage experts in the examination and evaluation of Tenders;
- 8.1.5. select the next most economically advantageous Tender where the successful Tenderer refuses to conclude the Contract;
- 8.1.6. discontinue the procurement procedure where the Tender Price exceeds the financial resources available to the Contracting Authority.

8.2. Obligations of the Procurement Commission. The Procurement Commission shall::

- 8.2.1. ensure that the procurement procedure is conducted and documented in accordance with applicable legislation;
- 8.2.2. ensure free competition and equal treatment of all Tenderers;
- 8.2.3. provide information regarding these Procurement Regulations in accordance with applicable legal requirements;
- 8.2.4. evaluate Tenders in accordance with the Public Procurement Law and these Procurement Regulations;
- 8.2.5. reject any Tender that does not cover the entire scope of the procurement;

9. RIGHTS AND OBLIGATIONS OF TENDERERS

9.1. Rights of Tenderers. Tenderers shall have the right to:

- 9.1.1. form an association with other Tenderers and submit a joint Tender;
- 9.1.2. amend or withdraw their Tender before expiry of the submission deadline;
- 9.1.3. challenge decisions adopted during the procurement procedure where they consider that their rights have been infringed or may be infringed;

9.2. Obligations of Tenderers. Tenderers shall:

- 9.2.1. prepare their Tenders in accordance with these Procurement Regulations;
- 9.2.2. provide accurate information regarding their qualifications and the offered goods;
- 9.2.3. respond within the specified time limits to requests for additional information issued by the Procurement Commission;
- 9.2.4. bear all costs related to the preparation and submission of the Tender;
- 9.2.5. monitor the procurement information published in the EPS e-Tenders subsystem until expiry of the Tender submission deadline;
- 9.2.6. sign the Procurement Contract within five (5) working days after receipt of the Contracting Authority's invitation.

- 9.3. Where the selected Tenderer fails to sign the Contract within the prescribed period, this shall be deemed a refusal to conclude the Contract, and the Contracting Authority may award the Contract to the Tenderer whose Tender has been ranked next as the most economically advantageous.

10. OTHER PROVISIONS

- 10.1. Any matters relating to the procurement procedure that are not expressly regulated by these Procurement Regulations shall be governed by the laws and regulations of the Republic of Latvia.
- 10.2. Personal data may be disclosed only to the extent required under the Public Procurement Law and other applicable legal acts.

- 10.3. The Contracting Authority shall be entitled to obtain and verify information concerning individuals involved in the procurement procedure through public registers to the extent permitted by applicable legislation.
- 10.4. In the event of any discrepancy, the Latvian version of these Procurement Regulations shall prevail.

11. ANNEXES

- 11.1. Annex 1 – Application Form;
- 11.2. Annex 2 – Technical Specification and Technical Proposal;
- 11.3. Annex 3 – Financial Proposal;
- 11.4. Annex 4 – Draft Contract.