APPROVED BY

Ministry of Education and Science

Procurement Commission meeting

(Minutes No. 2)

**Ministry of Education and Science**

**OPEN TENDER**

**“On the supply of computer equipment for the provision of the educational process”**

**BY-LAW**

Procurement identification number: IZM 2021/22/AK/ERDF

Within the framework of ERDF “Measure of Recovery Assistance for Cohesion and the Territories of Europe (REACT-EU) for the Digitalisation of General and Special Education Institutions”

APPROVED:

Legal and Real Estate Department

Deputy Director D. Dambīte

Riga, 2021

1. **GENERAL INFORMATION**
2. **Procurement identification number, procurement procedure, customer and customer details:** 
   1. Procurement identification number: IZM2021/22/AK/ERAF.

Customer - centralised procurement body: Ministry of Education and Science (hereinafter - the Customer) unified registration number 90000022399, address: Vaļņu iela 2, Rīga, LV-1050, phone: +371 67226209, which performs the functions of a centralised procurement institution, based on Article 17 of the Public Procurement Law, organises the procurement procedure - an open tender “On the supply of computer equipment for the provision of educational process”, ID No. IZM2021/22/AK/ERAF, for ensuring the educational process.

* 1. Procurement procedure - Open tender.
  2. Contact person authorised to provide organisational information about the procurement: Aleksejs Gapejevs, Senior Expert of the Legal and Real Estate Department, phone: + 371 67785688, e-mail: [iepirkumi@izm.gov.lv](mailto:iepirkumi@izm.gov.lv), on the issues of content included in the Technical Specification of the open tender: Kaspars Veldre, Deputy Director for information technology of the Information Technology and Support Department, phone: +371 67047857, e-mail: [kaspars.veldre@izm.gov.lv](mailto:kaspars.veldre@izm.gov.lv).
  3. Open tender “On the Supply of Computer equipment for the provision of the educational process”, ID No. IZM2021/22/AK/ERAF, (hereinafter also - open tender) is organised and procurement is implemented by the procurement commission approved on the basis of Order No. 1-2e/21/188 of 1 June 2021 “On the Establishment of a Public Procurement Commission for the Procurement of Computer Equipment for the Provision of the Teaching Process in Primary and Elementary Schools” of the Ministry of Education and Science (hereinafter - the procurement commission).
  4. If the European Commission does not support the amendments to the Operational Programme “Growth and Employment” proposed by the customer aimed at redirecting REACT-EU funding for the purchase of information and communication technologies for educational institutions, the Customer will use this circumstance as an objective justification for termination of the announced procurement procedure in accordance with the provisions of the Public Procurement Law.

1. **Terms used in the open tender by-law**
   1. Tenderer - is a natural or legal person or a customer, an association of such persons in any combination thereof, which is registered in the e-tendering Subsystem of the Electronic Procurement System of the State Electronic Information System maintained by the State Regional Development Agency[[1]](#footnote-1) (hereinafter - e-tendering Subsystem of Electronic Procurement System) as a participant of the e-procurement system in accordance with Cabinet Regulation No. 108 of 28 February 2017 “Regulations Regarding Public Electronic Procurements” and offers to deliver goods in accordance with the Customer requirements indicated in the By-law of the open tender “On the Supply of Computer Equipment for the Provision of the Educational Process”, identification No. IZM2021/22/AK/ERAF (hereinafter - By-law).
   2. The Tenderer shall cover expenses for the preparation and submission of the proposal in full. The Customer shall not assume any liability for these costs irrespective of the result of the open tender.
2. **Brief description of the subject of the procurement** 
   1. The subject of the procurement is the supply of computer equipment for the educational process in accordance with the Technical Specification.
   2. 30213100-6 (Laptops).
   3. Place of operation of the general agreement - the territory of the Republic of Latvia.
   4. Place of performance of the general agreement - delivery of the goods within the framework of the general agreement is intended throughout the territory of the Republic of Latvia, based on the transaction concluded in the e-ordering system.
   5. The procurement is divided into 21 (twenty one) parts:

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| Part No. | Part name and estimated contract prices[[2]](#footnote-2) |
| Part 1 | Laptops with Chrome OS for education institutions, at least 11.5”, without touchscreens Estimated contract price EUR 2,000,000.00 (two million euros). |
| Part 2 | Laptops with Chrome OS for education institutions, at least 13.1”, without touchscreens Estimated contract price EUR 2,000,000.00 (two million euros). |
| Part 3 | Laptops with Chrome OS for education institutions, at least 14.1”, without touchscreens Estimated contract price EUR 2,000,000.00 (two million euros). |
| Part 4 | Laptops with Chrome OS for education institutions, at least 11.5”, with touchscreens Estimated contract price EUR 2,000,000.00 (two million euros). |
| Part 5 | Laptops with Chrome OS for education institutions, at least 13.1”, with touchscreens Estimated contract price EUR 2,000,000.00 (two million euros). |
| Part 6 | Laptops with Chrome OS for education institutions, at least 14.1”, with touchscreens Estimated contract price EUR 2,000,000.00 (two million euros). |
| Part 7 | Laptops with Windows OS for education institutions, at least 11.5”, without touchscreens Estimated contract price EUR 2,000,000.00 (two million euros). |
| Part 8 | Laptops with Windows OS for education institutions, 13.1”, without touchscreens Estimated contract price EUR 2,000,000.00 (two million euros). |
| Part 9 | Laptops with Windows OS for education institutions, at least 14.1”, without touchscreens Estimated contract price EUR 2,000,000.00 (two million euros). |
| Part 10 | Laptops with Windows OS for education institutions, at least 11,5”, with touchscreens Estimated contract price EUR 2,000,000.00 (two million euros). |
| Part 11 | Laptops with Windows OS for education institutions, at least 13.1”, with touchscreens Estimated contract price EUR 2,000,000.00 (two million euros). |
| Part 12 | Laptops with Windows OS for education institutions, at least 14.1”, with touchscreens Estimated contract price EUR 2,000,000.00 (two million euros). |
| Part 13 | Laptops with macOS, at least 12.5” Estimated contract price EUR 2,000,000.00 (two million euros). |
| Part 14 | Stationary monoblock at least 24” Estimated contract price EUR 2,000,000.00 (two million euros). |
| Part 15 | Stationary monoblock at least 27” Estimated contract price EUR 2,000,000.00 (two million euros). |
| Part 16 | Laptops with Linux OS for education institutions, at least 11.5”, without touchscreens Estimated contract price EUR 2,000,000.00 (two million euros). |
| Part 17 | Laptops with Linux OS for education institutions, at least 13.1”, without touchscreens Estimated contract price EUR 2,000,000.00 (two million euros). |
| Part 18 | Laptops with Linux OS for education institutions, at least 14.1”, without touchscreens Estimated contract price EUR 2,000,000.00 (two million euros). |
| Part 19 | Laptops with Linux OS for education institutions, at least 11.5”, with touchscreens. Estimated contract price EUR 2,000,000.00 (two million euros). |
| Part 20 | Laptops with Linux OS for education institutions, at least 13.1”, with touchscreens. Estimated contract price EUR 2,000,000.00 (two million euros). |
| Part 21 | Laptops with Linux OS for education institutions, at least 14.1”, with touchscreens Estimated contract price EUR 2,000,000.00 (two million euros). |

* 1. The tenderer may submit a tender for one or more parts. The Tenderer shall submit one proposal for each part. The Tenderer may not submit options in the tender proposal.
  2. The estimated contract price of the agreement is EUR 42 000 000 (forty-two million euros) excluding VAT.
  3. As a result of the open tender, a general agreement is concluded, the term of which is 36 (thirty six) months from the date of entry into force of the general agreement with the right to extend it for 12 (twelve) months.

1. **Collection, exchange and provision of additional information**
   1. The open tender documentation is available in the e-tendering Subsystem of the Electronic Procurement System <https://www.eis.gov.lv/EKEIS/Supplier/Organizer/489>. The Customer also gives the interested suppliers the opportunity to get acquainted with the open tender documents on the spot at the Customer's address.
   2. The interested suppliers are entitled to request additional information about the open tender procedure, including requests for explanations of the By-law of the open tender in one of the following ways:
      1. In the e-tendering Subsystem of the Electronic Procurement System, if the supplier is registered with the Electronic Procurement System and has registered in this section of the procurement procedure as a recipient of the By-law[[3]](#footnote-3);
      2. by sending information requests to the e-mail address: iepirkumi@izm.gov.lv[[4]](#footnote-4) with the indication: “On the supply of computer equipment for the provision of the educational process” (Procurement Identification No. IZM2021/22/AK/ERDF) By-Law”.
   3. If the interested supplier has promptly requested additional information, the Procurement Commission shall provide the information within 5 (five) business days, but no later than 6 (six) days before the deadline for the submission of tender proposals.
   4. The Procurement Commission shall send the response to the interested supplier electronically and publish it in the e-tendering Subsystem of the Electronic Procurement System in the respective section of this procurement.
   5. By downloading the By-law of the open tender, the interested supplier undertakes to follow the further changes in the open tender By-law, as well as the answers provided by the Procurement Commission to the questions of interested suppliers, which will be published in the e-tendering Subsystem of Electronic Procurement System in the respective section of this procurement.
   6. The language of procurement information exchange and the working language is Latvian.
2. **Place, date, time and procedure for the submission and opening of the tender proposals**
   1. Tenderers shall submit tender proposals by no later than **28 September 2021, at 10:00 a.m.** by submitting them in the e-tendering Subsystem of the Electronic Procurement System. Tender proposals submitted outside the e-tendering subsystem of the Electronic Procurement System and/or proposals submitted after the established deadline shall be recognised as non-compliant with the requirements of the By-law. In accordance with Section 5 of Cabinet Regulation No. 107 of 28 February 2017 “Tendering Procedures for Procurement Procedures and Design Contests”, a shortened deadline for the submission of tenders has been set.
   2. The opening of tender proposals will take place on **28 September 2021 at 10.00 a.m.** in the e-tendering Subsystem of the Electronic Procurement System.
   3. The process of opening of the submitted proposals can be followed online in the e-tendering Subsystem of the Electronic Procurement System.
   4. If an application has been submitted in relation to the requirements specified in the By-law of the open tender or the notification about the agreement, the Customer shall act in accordance with the procedures specified in Section 14 of Cabinet Regulation No. 107 of 28 February 2017 “Tendering Procedures for Procurement Procedures and Design Contests”.
3. **REQUIREMENTS FOR THE DESIGN OF THE PROPOSAL**
4. The Tenderers shall prepare and submit a tender proposal in accordance with the requirements set out in the By-law of the open tender.
5. The proposal must be submitted electronically in the e-tendering Subsystem of the Electronic Procurement System, by observing the following options available to the Tenderer:
   1. by using the tools provided by the e-tendering Subsystem of the Electronic Procurement System and filling in the forms contained in the e-tendering subsystem of the above system, in the respective section of this procurement procedure;
   2. by electronically preparing the documents that need to be filled out electronically outside the e-tendering Subsystem of the Electronic Procurement System and attaching them according to the relevant requirements (in this case, the Tenderer is responsible for the compliance of the forms to be filled in with the documentation requirements and sample forms);
   3. by encrypting the proposal prepared electronically outside the e-tendering Subsystem of the Electronic Procurement System with data protection tools offered by a third party and protecting it with an electronic key and password (in this case the Tenderer is responsible for the compliance of the forms to be filled in with the requirements of the documentation and samples of the forms, as well as the possibilities of opening and reading the document).
6. The tender consists of separately electronically prepared and signed documents or a set of documents signed with one secure electronic signature, which includes:
   1. application for participation in an open tender;
   2. Tenderer selection documents;
   3. Financial Proposal;
   4. Technical Proposal;
   5. other documents (including the power of attorney specified in Paragraph 12 of the open tender By-law).
7. Upon preparation of the tender proposal, the Tenderer shall consider that:
   1. documents of the tender proposal must be prepared in separate electronic documents with the use of standard office software tools in a readable format (for example, *Microsoft Office 2010* (or later software versions) or in *pdf* format);
   2. The Tenderer shall sign the tender proposal documents with a secure electronic signature and time stamp or with the electronic signature offered by the Electronic Procurement System;
   3. The proposal shall be prepared in such a way that the operation of the e-tendering Subsystem of the Electronic Procurement System is not endangered in any way and the access to information contained in the offer is not restricted, including that the offer shall not contain computer viruses and other harmful software or the producers of such, or, if the offer is encrypted, the Tenderer shall provide a valid electronic key and password to open the encrypted document during the specified period (no later than within 15 minutes after the opening of offers is started);
   4. While drawing up the tender proposal, the Tenderer shall comply with the requirements for the drawing up and preparing of electronic documents, as well as drawing up of electronic copies of printed documents and legal power thereof set out in Cabinet Regulation No. 473 adopted on 28 September, 2005, “Procedures for the Preparation, Drawing Up, Storage and Circulation of Electronic Documents in State and Local Government Institutions, and the Procedures by which Electronic Documents are Circulated between State and Local Government Institutions, or Between These Institutions and Legal and Natural Persons”; The Tenderer is entitled to certify all derivative documents and translations in the tender proposal by submitting one joint confirmation, which applies to all derivative documents and translations.
8. The documents of the proposal shall be drawn up in Latvian. Certification documents issued by foreign public registers may be submitted in a foreign language with a translation into Latvian certified by the Tenderer. The Tenderer is responsible for the correspondence of the document’s translation with the original.
9. The tender proposal documents must be clearly legible, without corrections, in order to avoid any doubt or misunderstanding as to the words and figures and without insertions, erasures or mathematical errors.
10. The tender must be electronically signed by the eligible representative or authorised representative of the Tenderer, in the latter case adding a power of attorney in the selection documents section of the Tenderer. The power of attorney shall accurately specify the scope of the rights and obligations conferred on the authorised representative.
11. If the tender is submitted by an association of persons in any combination thereof, the tender proposal shall indicate its authorised representative with the right to electronically sign all documents related to the open tender. The authorisation to represent an association of persons must be signed by the eligible or authorised representative of each member of the association.
12. Prior to the expiry of the submission period of proposals for the open tender set out in Section 5.1 of the By-law of the open tender, the Tenderer is entitled to amend or withdraw the submitted tender by using the relevant tools available in the Electronic Procurement System.
13. After the expiry of the submission period of proposals for the open tender set out in Section 5.1 of the By-law of the open tender, the Tenderer:
    1. shall not be entitled to amend the submitted proposal;
    2. is entitled to withdraw the submitted proposal by informing the Customer thereof in writing. In this case, the withdrawal of the tender proposal terminates the further participation of the Tenderer in the open tender.
14. Encryption of proposals
    1. The e-tendering Subsystem ensures the protection of the submitted tender proposals and the first level of encryption.
    2. If, during the tender opening meeting, a tender submitted by using cryptographic means cannot be opened, or the encryption key has not been submitted within the time specified in Section 9.3, the commission shall decide on the rejection of the tender proposal as not submitted.
15. **TENDERER EXCLUSION CONDITIONS AND SELECTION REQUIREMENTS**
16. Provisions for the exclusion of Tenderers
    1. The Procurement Commission, by using the information system specified by the Cabinet of Ministers, shall verify whether any of the exclusion conditions listed in Part One, Section 42, of the Public Procurement Law is fulfilled in relation to the submitter of the tender, who could be granted the right to enter into a general agreement, taking the provisions of Section 43 into account. Events for the exclusion of Tenderers will be examined in the procedure set forth in Section 42 of the Public Procurement Law;
    2. The Procurement Commission, in accordance with the provisions of Section 11.1 of the Law on International Sanctions and National Sanctions of the Republic of Latvia, shall verify that no international or national sanctions or sanctions of a Member State of the European Union or North Atlantic Treaty Organisation that affect significant financial and capital market interests thereof have been imposed on the Tenderers to whom the agreement would be awarded, its Board or Council Member, its beneficial owner[[5]](#footnote-5), a person having the right of representation or procurator, or a person who is authorised to represent this Tenderer in activities related to a branch, or a member of a partnership, its Board or Council Member, its beneficial owner, a person having the right of representation or procurator, if the Tenderer is a partnership. If any international or national sanctions, or sanctions of a Member State of the European Union or North Atlantic Treaty Organisation that affect significant financial and capital market interests imposed on the Tenderer or any of the aforementioned persons will hinder the performance of the general agreement, the respective Tenderer shall be excluded from participation in the open tender;
    3. If a Tenderer or a member of a partnership, if the Tenderer is a partnership, meets the grounds for exclusion referred to in Paragraphs 1, 3, 4, 5, 6, or 7, Part One, Section 42 of the Public Procurement Law, the Tenderer shall indicate such in the tender proposal and, if they are admitted to be a Tenderer that may be granted the right to conclude the general agreement, shall submit an explanation and evidence for the compensation of the caused damage or a concluded agreement regarding the compensation of the caused damage, collaboration with the investigating institutions and technical, organisational or personnel management measures taken in order to prove their reliability and prevent the repetition of the same or similar events in the future.
17. **Requirements regarding the ability of the Tenderer to perform professional activities**

| **Paragraph** | **Requirement** | **Document that certifies compliance with the requirement** |
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|  | The Tenderer is registered in the Commercial Register of the Enterprise Register of the Republic of Latvia or in another register that corresponds to the Tenderer's economic activity, or in an equivalent register abroad, in accordance with the requirements of the regulatory enactments of the respective country. | Document that certifies the fact of registration of the Tenderer (in accordance with the requirements of the regulatory enactments of Latvia).  *Note*: The Procurement Commission shall check the fact of registration of the Tenderer that is registered in the Republic of Latvia on the information website of the State Revenue Service of the Register of Enterprises. In this case, the registration document does not need to be submitted.  A Tenderer registered abroad must submit a document issued by a competent state institution (certified copy) that confirms the registration of a Tenderer in accordance with the requirements of the laws and regulations of the respective country or the registration must be certified in accordance with national requirements in the respective country (for example, by indicating a public register, where the Customer could verify the fact of Tenderer registration). |

1. **Requirements specified for the economic and financial status of the Tenderer**

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| **Paragraph** | **The requirement applies to all parts of the procurement** | **Document that certifies compliance with the requirement** |
|  | The average annual financial (net) turnover of the Tenderer during the previous 3 (three) financial years has been at least EUR 3,000,000.00 (three million *euros*)*.* The financial turnover is determined in relation to each part of the procurement (regardless of how many parts the tender proposal has been submitted for).  If the Tenderer is an association of suppliers or a partnership, the requirement shall apply to the member of the association of suppliers or a member of the partnership on whose economic and financial capacity the Tenderer relies and who will also be financially liable for the performance of the general agreement. | The confirmation of the Tenderer that the average annual financial (net) turnover of the Tenderer during the period of the previous three financial years, regarding which the Tenderer had to submit an annual report, amounts to at least EUR 3,000,000.00.  If the deadline for the submission of the financial report of the last closed financial year by the Tenderer to the responsible institution as specified in regulatory enactments has not ensued, the Tenderer shall submit a copy of the profit and loss statement of the operative financial report approved by the sworn auditor and audited by a sworn auditor.  If the Tenderer has been operating in the market for less than 3 (three) years and for more than 1 (one) year, the Tenderer shall submit confirmation of financial turnover for the period of time of their operation by attaching a profit or loss statement. If the Tenderer has been operating in the market for less than 1 (one) year, the Tenderer shall submit confirmation of financial turnover during the period of operation by enclosing an operational profit or loss statement approved by a sworn auditor for the period of operation. |

1. **Requirements for the technical and professional abilities of the Tenderer**

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| **Paragraph** | **The requirements apply to all parts of the procurement** | **Document that certifies compliance with the requirement** |
| 20.1. | During the previous 3 (three) years of operation (i.e. 2018, 2019, 2020, and 2021 until the date of submission of the tender proposal), the Tenderer has implemented at least the following supply contracts:[[6]](#footnote-6) | Description of the experience of the Tenderer in the form specified in Annex 2 to the By-law.  The Tenderer must provide a reference (or an alternative document to prove the experience if the reference is not available) for each of the deliveries indicated by the Tenderer as compliant with Section 20.1.  If required, the commission will request the Tenderer to submit copies of invoices, which will have to be submitted to the Commission no later than within 3 (three) business days. |
| 20.1.1 | within the framework of one contract, the Tenderer has performed the supply of at least 500 (five hundred) laptops within a maximum of 6 (six) months from the date of contract conclusion (regardless of how many parts the tenderer has applied for in their tender proposal). |
| 20.1.2 | within the framework of a single contract, where at least 500 (five hundred) laptops have been delivered, the Customer has provided the customer with a service procedure (warranty service) for at least 6 (six) months from the date of contract conclusion (regardless of how many parts the tenderer has applied for in their tender proposal). |
| 20.2. | A quality management system that complies with the standard ISO 9001 or an equivalent standard that meets certain European certification standards and has been certified by the relevant bodies that comply with European certification standards has been implemented at the company of the Tenderer, or a description of the quality assurance system has been prepared in accordance with that standard for each business process of the company. | A copy of the quality management system certificate or other evidence submitted by the Tenderer regarding the implementation of equivalent quality management measures. |
| 20.3. | The Tenderer must submit a declaration from the manufacturer of the offered goods, addressed to the procurement commission, that the goods of the manufacturer comply with the specification indicated in the technical proposal of the Tenderer. The declaration of the manufacturer must indicate the technical parameters of the product to such an extent that the procurement commission could gain assurances that the Tenderer or other intermediary does not interfere in the construction of the product and does not change/supplement the components. | Manufacturer's declaration or manufacturer's documentation substantiating the conformity of the goods indicated in the proposal. |

1. The Tenderer is entitled to submit the **European Single Procurement Document**[[7]](#footnote-7) as initial evidence of compliance with the Tenderer selection requirements set out in the By-law. The European Single Procurement Document must also be submitted for each person on whose capabilities the Tenderer relies to certify that their qualifications meet the requirements set out in the By-law and for the subcontractor specified by them, if the value of services of such subcontractor is at least 10 percent of the value of the procurement contract. An association of suppliers shall submit a separate European Single Procurement Document about each of its participants. The Tenderer may submit a European Single Procurement Document that has been filed within another procurement procedure, if they certify that the information contained therein is correct. At any stage of the open tender the Customer is entitled to require the Tenderer to submit all or part of the documents certifying compliance with the requirements for the selection of Tenderers set forth in the notification about the agreement or the procurement procedure documents. When submitting the European Single Procurement Document, the Tenderer shall fill out Sections I, II, III, IV and VI thereof.
2. The Customer shall not require documents and information that is in its possession or available from public databases. Certifications and other documents issued by the competent Latvian authorities under the Public Procurement Law will be accepted and recognised by the Customer if they have been issued no earlier than one month prior to the date of submission, but certifications and other documents issued by the competent foreign authorities will be accepted and recognised by the Customer if they have been issued no earlier than six months before the date of submission, if the issuer of the certification or document has not specified a shorter period of its validity.
3. If the Tenderer **intends to involve subcontractors** in the performance of the general procurement agreement, the Tenderer must indicate all subcontractors in the tender proposal that provide services to the value of 10 percent or more of the total value of the general agreement and the part of the general agreement to be transferred to each of such subcontractors.[[8]](#footnote-8)
4. If the Tenderer **intends to rely on the economic and financial capabilities of other persons** in the performance of the general procurement agreement, the Tenderer shall attach evidence that it will have the necessary resources at its disposal by submitting a statement of such persons or an agreement on cooperation with them in the performance of the specific general agreement to the tender proposal. The Tenderer and the person that possesses economic and financial capacity that the Tenderer relies on shall be jointly and severally liable for the performance of the general agreement.
5. If the Tenderer **intends to rely on the technical and professional capabilities of other persons** in the performance of the general agreement, the Tenderer shall attach evidence to the tender proposal that they will have the necessary resources at their disposal by submitting a statement or agreement of such persons regarding the placement of the necessary resources at the disposal of the Tenderer. The Tenderer may only rely on the capabilities of other persons, in order to prove the professional experience or the availability of staff that meets the requirements of the Customer, if those persons will provide the services that require the respective capabilities.
6. If the Tenderer is an association of suppliers, then, upon the submission of the tender, the association of suppliers shall also submit a document signed by the participants (confirmation or agreement) that confirms the specific commitments assumed by each member of the association of suppliers regarding the implementation of the open tender and their participation in the implementation of the general agreement, as well as the division of liabilities.
7. If the Tenderer is an association of suppliers, then the Tenderer must generally comply with the requirements specified in Clauses 19-20 of the By-law, while Clause 18 shall be applied to each member of the association of suppliers.
8. If the Tenderer is an association of suppliers, then the association of suppliers shall submit confirmation that in the event where the association of suppliers is determined as a winner in an open tender, the association of suppliers will register a general partnership or limited partnership in accordance with the procedures provided for by the regulatory enactments within 10 (ten) business days, or conclude a partnership contract in accordance with the procedures provided for by the regulatory enactments. Before concluding a general agreement, the association of persons must establish a general partnership or limited partnership by informing the Customer thereof in writing, or conclude a partnership contract and submit one copy (original or copy, if the original is demonstrated) to the Customer.
9. **Requirements for the technical proposal.**
   1. By submitting the technical proposal in accordance with the form specified in Annex 3 to the By-law of the Open Tender, the Tenderer shall fill in the relevant cells of the Microsoft Excel form, thus certifying the compliance of the offered product with the requirements specified in the technical specification[[9]](#footnote-9).
   2. The Tenderer may not change the structure of the forms published in the e-tendering Subsystem of the Electronic Procurement System, including the deletion or addition of any rows or columns.
   3. When preparing the technical proposal, the Tenderer must identify the offered product in accordance with the provisions of the technical specification.
   4. If the required identifiers are not indicated for the product or the identification of the offered product according to them is impossible, as well as if it is impossible to specify the relevant information in accordance with the requirements of the Public Procurement Law, the proposal will be considered not submitted (inappropriate) regarding the respective procurement subject item.
   5. The Tenderer may submit a tender proposal for all the items of the procurement subject specified in the technical specification or for an individual item, or for several items. If the Tenderer does not offer a certain product, the rows of the respective positions in the column “Technical proposal” must be left blank.
10. **Requirements for the financial proposal.**
    1. The Tenderer, when submitting the financial proposal in accordance with the form specified in Annex 3 to the by-law of the open tender, shall fill in the corresponding cells of the *Microsoft Excel form of the financial proposal.*
    2. When preparing the financial proposal, the Applicant may not make changes in the structure of the aforementioned form, incl. deletion or addition of rows or columns.
    3. The financial proposal shall indicate the maximum price *per* sales unit in euros and cents excluding VAT (with two digits after the decimal point) separately for each item.
    4. The price includes the goods, the cost of delivery of the goods, all possible risks associated with fluctuations in market prices throughout the effective term of the general agreement, including all taxes and duties, excluding VAT.
    5. If the Tenderer does not offer a certain product, the relevant line (the relevant price cell) must be left blank.
    6. If the Tenderer indicates a zero price or a series of symbols that do not represent a single number, the commission will consider that the financial offer has not been submitted in the specific position.
11. **EVALUATION OF THE PROPOSAL**
12. The Procurement Commission shall perform the examination of the design of the tender proposals, the selection of the Tenderers and the selection of the tender proposal in a closed session.
13. The Procurement Commission shall evaluate the tenders in the following phases, by only evaluating in each subsequent phase, those tenders, which have not been rejected in the previous phase:
    1. **Phase 1 - Verification of the design of the tender proposal** The Procurement Commission shall check whether the proposal has been drawn up and designed in accordance with the design requirements specified in the By-law of the open tender. If the Procurement Commission detects a significant non-compliance with the tender design requirements specified in the By-law of the open tender, then the Tenderer may be excluded from further participation in the open tender.
    2. **Phase 2 – Selection of Tenderers.** The Procurement Commission, in accordance with its competence and taking into account the submitted selection documents of the Tenderer, assesses whether the Tenderers comply with the selection requirements specified in the By-law of the open tender. If the Procurement Commission detects that the Tenderer does not comply with any of the qualification requirements specified in the By-law of the open tender, the Tenderer shall be excluded from further participation in the open tender.
    3. **Phase 3 – Verification of conformity of technical proposals.** 
       1. The Procurement Commission shall verify whether the technical proposal of the Tenderer complies with the requirements of the technical specification indicated in the By-law of the open tender. During the inspection, the Commission is entitled to request the Tenderers to submit or present documents or other evidence, if such is necessary to confirm the compliance of the offers. If the Procurement Commission establishes that the technical proposal of the Tenderer does not comply with the requirements of the technical specification for certain items indicated in the By-law of the open tender, then the Tenderer shall be excluded from further participation in the open tender as regards these items.
       2. The Procurement Commission shall check whether the financial proposal of the Tenderer contains arithmetical errors and if it is not unreasonably cheap. If the Procurement Commission finds arithmetical errors in the financial offer, it shall correct them and evaluate the financial offer with consideration of the corrections made. The Procurement Commission shall notify the Tenderer whose errors have been corrected on the correction of errors and the corrected amount of the proposal at the moment of notification of the decision on the results of the open tender.
    4. **Phase 4 - Selection of the tender proposal.**
       1. Selection criterion of the proposal is the most economically advantageous proposal with the lowest price in EUR (excluding VAT) per unit in each part of the subject of the procurement.
       2. For the purposes of conclusion of a general agreement, the Commission shall select, in each part of the subject of the procurement, those Tenderers that meet and have submitted tender proposals in accordance with the requirements of the open tender regulations, if the contract price offered by these Tenderers in the respective part does not exceed 50% (fifty percent) above the average contract price calculated in the respective part[[10]](#footnote-10) by adding up the contract prices offered by all Tenderers in the respective part and dividing such by the number of respective Tenderers.
       3. If for one part of the procurement subject, the right to conclude the general agreement is awarded to only one Tenderer, the Procurement Commission is entitled to assess the proportionality of the price in accordance with the average market prices and accept this tender proposal or decide to terminate the open tender in this part.
       4. The Procurement Commission shall recognise the Tenderers, which have been selected in accordance with the requirements and criteria specified in the By-law of the open tender and cannot be excluded from participation in the open tender in accordance with the exclusion conditions listed in Paragraph One, Section 42 of the Public Procurement Law, as the winners.
    5. **Phase 5** – **Verification of exclusion criteria.** The Procurement Commission, by using the information system specified by the Cabinet of Ministers, shall verify whether any of the exclusion conditions listed in Part One, Section 42, of the Public Procurement Law is fulfilled in relation to the submitter of the tender, who could be granted the right to enter into a general agreement, taking the provisions of Section 43 into account. Events for the exclusion of Tenderers will be examined in the procedure set forth in Section 42 of the Public Procurement Law.
    6. Regarding a Tenderer that must be granted the right of conclusion of the general agreement, the Procurement Commission shall, in accordance with the provisions of Section 11.1 of the Law on International Sanctions and National Sanctions of the Republic of Latvia, verify that no international or national sanctions or sanctions of a Member State of the European Union or North Atlantic Treaty Organisation that affect significant financial and capital market interests have been imposed on such Tenderer, its Board or Council Member, its beneficial owner, a person having the right of representation or procurator, or a person who is authorised to represent this Tenderer in activities related to a branch, or a member of a partnership, its Board or Council Member, its beneficial owner, a person having the right of representation or procurator, if the Tenderer is a partnership.
14. The Procurement Commission shall not further examine the tender proposal and shall exclude the respective Tenderer from further participation in the open tender if:
    1. during the evaluation of tenders the Tenderer withdraws or changes its tender proposal, or
    2. the Tenderer has supplied false information or has failed to supply the requested information, or
    3. the tender proposal fails to comply with any of the requirements set out in the By-law of the open tender, or
    4. the proposal is admitted to be unreasonably cheap.
15. Should any discrepancies with the requirements of the legal acts regulating the public procurement procedure be established in the general regulations, the provisions of the legal acts regulating the public procurement shall prevail.
16. **CONCLUSION OF GENERAL AGREEMENT**
17. Within three business days after the decision is made, all Tenderers will be informed in writing about the decision in accordance with the procedures specified in the Public Procurement Law.
18. A general agreement shall be concluded with the selected Tenderers, observing the basic requirements included in the draft general agreement attached in Annex 4 to the By-law of the open tender.
19. Tenderers selected in accordance with the procedures specified in the By-law of the open tender for concluding the general agreement shall sign the general agreement no later than within 10 (ten) business days pursuant to the request of the Customer, drawn up in circumstances, where there are no longer legal obstacles to concluding the general agreement.
20. Prior to the signing of the general agreement by the Tenderer, the Tenderer does not have access to the e-ordering subsystem for the conclusion of transactions regarding the subject of the general agreement.
21. If the Tenderer fails to sign the general agreement within the specified term and does not inform the Customer in writing about the reasons for the delay, it shall be deemed that the Tenderer has waived the right to enter into the general agreement.
22. Irrespective of the reasons for the delay that the Tenderer has notified the Customer of, the Tenderer is obliged to sign the general agreement within 10 (ten) business days from the date of the initial invitation to conclude the general agreement by the Customer; if the Tenderer does not sign the general agreement, the Tenderer shall lose the right to conclude the general agreement.
23. The objections of the Tenderer regarding the conditions of the draft general agreement attached to the By-law of the open tender must be expressed during the preparation of tender proposals in accordance with the procedures specified in public law. Upon the conclusion of the general agreement, no objections to the terms of the general agreement shall be accepted.
24. If the tender proposal is submitted by an association of suppliers, in the event of the acquisition of the right to conclude a general agreement, such association shall be obliged to conclude a partnership contract of their choice in accordance with the established legal status, or to conclude a partnership agreement by agreeing on the division of responsibilities of association members before concluding the general agreement.
25. If the selected Tenderer, without a justifiable reason, refuses to conclude the general agreement with the Customer within 10 (ten) business days after the decision of the Procurement Commission on awarding the right to conclude a general agreement enters into force, or any of the winners of the open tender recalls their proposal, or the association of persons fails to form in accordance with the established legal status (general partnership) or fails to enter into a partnership agreement and to submit documents proving that the association has been established in accordance with a certain legal status, or that the partnership contract has not been concluded within 10 (ten) business days after the decision of the Procurement Commission on awarding the right to conclude a general agreement enters into force, the Procurement Commission is entitled to consider that the proposal is withdrawn.
26. The status of a supplier with the right to conclude transactions in the e-ordering subsystem for each part shall be granted to the winning suppliers for the respective position after the conclusion of the general agreement.
27. The Customer shall, no later than within 10 (ten) business days after the day when the general agreement enters into force, place the text of the general agreement in its buyer profile and submit the notice on awarding the right to conclude the agreement for publication on the website of the Procurement Monitoring Bureau.
28. Amendments to the General Agreement are only possible in the cases specified in Section 61 of the Public Procurement Law.
29. **LIST OF ANNEXES**
30. 4 (four) annexes are attached to the By-law of the open tender and constitute integral parts of the By-law:

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| Annex 1 Application form regarding participation in the open tender. |
| Annex 2 Description of Experience of the Tenderer |
| Annex 3 Technical Specification/Technical Proposal and Financial Proposal forms |
| Annex 4: Draft of the general agreement |

1. For registration information, see here: <https://www.eis.gov.lv/EIS/Publications/PublicationView.aspx?PublicationId=4&systemCode=CORE> [↑](#footnote-ref-1)
2. The estimated contract price for each tranche is indicative and may vary (within the total estimated contract price) depending on demand. [↑](#footnote-ref-2)
3. <https://www.eis.gov.lv/EIS/Publications/PublicationView.aspx?PublicationId=883> [↑](#footnote-ref-3)
4. The Customer is bound by all questions sent to the aforementioned e-mail address, regardless of the form of submission (no official document is required), therefore in order to reduce the administrative burden and to facilitate higher promptness in the receipt of answers, the Customer recommends to submit questions within the e-mail text field without attachments of official documents. [↑](#footnote-ref-4)
5. A natural person in the meaning of the Law on the Prevention of Money Laundering and Terrorism and Proliferation Financing. [↑](#footnote-ref-5)
6. The tenderer may also prove their experience by the performance of one contract, if, within the framework of this contract, the tenderer has both delivered laptops in the number and within the time period specified by the customer and has provided the customer service procedure (warranty service) within the time period specified by the customer. [↑](#footnote-ref-6)
7. The European Single Procurement Document is available at: <http://espd.eis.gov.lv>. [↑](#footnote-ref-7)
8. For the purpose of the Public Procurement Law, a subcontractor is a person contracted by the Tenderer or a person contracted by them, who provides services for the performance of the procurement contract. Accordingly, the Tenderer shall not only indicate subcontractors in the meaning of Paragraph Two, Section 63 of the Public Procurement Law, but also subcontractors of such subcontractors, who also comply with the conditions of the second paragraph of the above-mentioned Section. In accordance with Paragraph Three, Section 63 of the Public Procurement Law, the total value of services provided by a subcontractor shall be determined taking into account the value of services provided by the subcontractor and all its related companies within the framework of the respective procurement; for the purposes of this Section, a related company is a capital company where, in accordance with the regulatory enactments determining the status of a group, a subcontractor has a decisive influence or which has a decisive influence in a subcontractor, or a capital company where another capital company has a decisive influence, while also having a decisive influence in the respective subcontractor. [↑](#footnote-ref-8)
9. The technical specifications have been prepared in accordance with Paragraph Four, Section 20 of the Public Procurement Law and may include references to standards (in certain exceptional cases specified in Paragraph Six, Section 20 of the Public Procurement Law, reference to the manufacturer) and in accordance with the requirements of the aforementioned Law, in the item positions where certain standards (and/or manufacturer) (even if the reference “or equivalent” is not indicated separately) are set, the Tenderer is entitled to offer equivalents, incl. goods meeting equivalent standards. The technical specifications are prepared in the form of technical descriptions and include the minimum requirements for the product. The Tenderer is entitled to offer goods that exceed the minimum requirements in terms of technical and other characteristics, while ensuring that the offered goods are not restricted in any way as a result of improvements in functionality, compatibility, quality, use and other characteristics of the product or characteristics specially indicated in the specifications. Equivalence to the standard and the presence of a label shall be demonstrated by a document certifying that the manufacturer or an independent testing laboratory has used the methodology for assigning the relevant standard or label on the basis of relevant test results and acknowledged that the proposed product meets the conditions for the granting of the relevant standard or label. [↑](#footnote-ref-9)
10. The calculated number is rounded according to the laws of mathematics to 2 (two) decimal places. [↑](#footnote-ref-10)