

JSC “LabMedTech”

Procurement

“Cloud-based software development, including a database, analytics, and other functionality”

Identification number LMT/BRAVO/2026-14

EU Recovery Fund project

“Development of a diagnostics concept based on volatile exhaled biomarkers for early and personalised cancer diagnostics, and infrastructure for research at European and global level (BRAVO)” No. 5.1.1.2.i.0/4/24/A/CFLA/006

OPEN TENDER

RULES

Riga, 2026

1. GENERAL PROVISIONS

1.1. Terms used in these Regulations

Procurement – “Cloud-based software development comprising a database, analytics and other functionality”, identification number LMT/BRAVO/2026-14

Contracting Authority:

Name of the Contracting Authority:	AS “LabMedTech”
Registration number:	40103165010
Registered address:	45 Ilūkstes Street, Riga, LV-1073, Latvia
Telephone:	+371 29214868
Website address:	www.labmedtech.org
Email address:	labmedtech@labmedtech.lv

The Commission – the procurement commission established by Order No. BRAVO-Z-1 of the Board of Directors of JSC “LabMedTech” dated 4 November 2025.

Commission contact person – Commission Chair Gunta Ušpele, email address: gunta.uspele@labmedtech.lv

Contract – the procurement contract concluded by the contracting authority with the tenderer to whom the right to conclude the procurement contract has been awarded as a result of the tender procedure

Tender documents – the tender documents for the open tender

Cabinet of Ministers Regulation No. 104 – Cabinet of Ministers Regulation No. 104 of 28 February 2017, ‘Regulations on the procurement procedure and the procedure for its application to projects financed by the contracting authority’

EU – European Union

SRM – Recovery and Resilience Facility

CFLA – Central Finance and Contracting Agency

Project – EU Recovery Fund project “*Development of a diagnostic concept for exhaled volatile markers for early and personalised cancer diagnosis and provision of infrastructure for conducting research at European and global level (BRAVO)*”

CFLA contract – Contract concluded on 25 July 2025 between the CFLA and AS “LabMedTech” for the implementation of the EU Recovery Fund project (Project No. 5.1.1.2.i.0/4/25/A/CFLA/006)

Tenderer – a supplier who has submitted a tender

Subcontractor – a person engaged by the Tenderer, or in turn a person engaged by that person, who provides services for the performance of the procurement contract

VAT – value added tax

Contractor – the Tenderer with whom the Contract has been concluded

IUB – Public Procurement Monitoring Bureau

1.2. Type of procurement and tender evaluation criteria

1.2.1. Type of procurement – an open tender in accordance with the procedure laid down in Cabinet Regulation No. 104, the interpretation of which does not apply the detailed provisions on procurement procedures set out in *the Public Procurement Act*, including with regard to exceptions, requirements for suppliers and the subject matter of the procurement, challenges to procurement procedures and amendments to contracts, with priority given to the beneficiary’s obligation to ensure the effective use of the allocated funding.

1.2.2. The criterion for evaluating tenders is the most economically advantageous tender, which best meets the Contracting Authority’s needs and ensures the effective use of the funding allocated to the Contracting Authority – the technical solution for the subject matter of the procurement, price, development timeframe, delivery and warranty period.

2. PURPOSE AND SUBJECT OF THE PROCUREMENT

2.1. The purpose of the procurement is to purchase goods in accordance with the CFLA contract for the implementation of the Project.

2.2. The subject matter of the procurement is the development of cloud-based software, comprising a database, analytical tools and other functionalities, as well as delivery and warranty technical support. Main CPV classification: 72200000-7.

2.3. The subject matter of the procurement is not divided into lots.

2.4. Tenderers may not submit alternative tenders.

2.5. Following the tender procedure, the Contracting Authority shall conclude a Contract covering the entire scope of the subject matter of the procurement, with the performance period specified in the successful tenderer’s tender.

- 2.6. The maximum total contract price for the tender, for which the Contracting Authority shall conclude the Procurement Contract, is EUR 600,000.00 (six hundred thousand *euros*, 00 cents), excluding VAT, with the following payment terms:
- 2.6.1. Advance payment of 30% – within 10 (ten) days of the conclusion of the Procurement Contract.
 - 2.6.2. Interim payment of 40% – within 10 (ten) days of the completion of stages 1–4 as set out in the technical specifications (Annex 2), their submission to the Contracting Authority and the mutual signing of the relevant acceptance and handover certificate.
 - 2.6.3. Final payment of 30% – within 30 (thirty) days of the mutual signing of the acceptance and handover certificate for the subject matter of the contract as specified in the Procurement Contract.
- 2.7. Any tender whose total price excluding VAT exceeds EUR 600,000.00 shall be deemed non-compliant and shall not be considered further.
- 2.8. The tenderer is not entitled to include in the tender any additional mandatory payments that are not included in the financial offer.

3. PROCUREMENT DOCUMENTATION AND AMENDMENTS

- 3.1. In the notice published on the IUB website regarding the procurement procedure set out in the Regulations, the contracting authority shall include the information specified [in Annex 2 to](#) Cabinet Regulation No. 104, attaching a description of the subject matter of the procurement and the procurement documentation, and setting a deadline for the submission of tenders of not less than 10 working days, counting from the next working day following the publication of this notice on the IUB website.
- 3.2. The contracting authority is entitled, no later than one day before the expiry of the specified deadline for the submission of tenders, to make amendments to the procurement documentation, including adding supplementary documents or updating the attached documents, as well as extending the deadline for the submission of tenders, ensuring that the deadline for the submission of tenders, following the publication of the relevant notice on the IUB website, is not less than 5 (five) working days.
- 3.3. In the circumstances specified in Clause 3.2 of the Regulations, the Contracting Authority shall republish on the IUB website a notice regarding the beneficiary's procurement procedure, additionally stating the reason for the amendment and including the information specified [in Annex 2 to](#) Cabinet Regulation No. 104.

4. DEADLINE FOR SUBMISSION OF TENDERS, PROCEDURE FOR OPENING TENDERS

- 4.1. Tenderers shall submit their tenders by sending them to the Contracting Authority's email address: labmedtech@labmedtech.lv by August 31, 2026 at 4:00 p.m.
- 4.2. Tenders received will be registered according to the time of receipt. Tenders received after the deadline specified in the Tender Regulations, as well as tenders that cannot be opened, will not be evaluated.
- 4.3. After the deadline for the submission of tenders specified in the Tender Regulations, the Commission shall open the tenders received and evaluate them in accordance with the procedure set out in Section 7 of the Tender Regulations.

5. REQUIREMENTS FOR THE PREPARATION AND FORMATTING OF TENDERS

- 5.1. The tenderer shall prepare and submit the tender in the form of an electronic document, signed with a secure electronic signature, in accordance with the following provisions:
 - 5.1.1. the tender must cover the entire scope of the subject matter of the procurement;
 - 5.1.2. the tender shall be prepared in Latvian or English, using the forms attached to the Tender Documents, and shall include a detailed Technical Proposal prepared in accordance with the requirements set out in the Technical Specification (Annex 2), specifying the timeframe for fulfilling the requirements set out in the Technical Specifications;
 - 5.1.3. The tender must also be accompanied by all documents confirming compliance with the qualification requirements in accordance with the requirements of Section 6 of the Tender Regulations.
 - 5.1.4. The tender shall specify the contract price, including all costs necessary for the full performance of the subject matter of the procurement (excluding VAT), including:
 - 1) design and analysis;
 - 2) software development
 - 3) configuration
 - 4) integration;
 - 5) testing;
 - 6) security testing;
 - 7) performance testing;
 - 8) project management;

- 9) documentation;
- 10) user training;
- 11) source code and repository handover;
- 12) CI/CD and IaC configurations;
- 13) installation and deployment;
- 14) data migration, where applicable;
- 15) licences;
- 16) cloud resources during development and testing;
- 17) delivery;
- 18) warranty support during the warranty period;
- 19) travel, business trip and administrative costs;
- 20) all third-party costs;
- 21) all taxes and duties, except VAT.

- 5.1.5. The tender shall be signed by a person with publicly registered powers of representation, accompanied by a document certifying such powers of representation. If the tender is signed by a person authorised by the Tenderer, the tender shall include a document certifying that person's powers of representation (signature);
- 5.1.6. The tender shall remain valid for a period of not less than 90 days from the date of its submission.
- 5.1.7. The tenderer may sign all tender documents as a single set using a single secure electronic signature.

6. TENDERER SELECTION REQUIREMENTS, REQUIREMENTS FOR THE TECHNICAL AND FINANCIAL TENDER, DOCUMENTS TO BE SUBMITTED

6.1. Requirements for the selection of tenderers	Documents to be submitted
Registration requirements	
6.1.1. The tenderer shall submit an application to participate in the tender procedure, confirming that they agree to participate in accordance with the requirements of the Tender Specifications.	An application drawn up in accordance with the form set out in Annex 1 to the Tender Regulations.
6.1.2. The tenderer must be registered in the Commercial Register of the Enterprise Register of the Republic of Latvia or in another register appropriate to the tenderer's economic activity, or in an equivalent register abroad in accordance with the requirements of the legislation of the tenderer's country of registration (this does not apply to natural persons). This requirement also applies to all members of a partnership (if the tender is submitted by a partnership) or all members of a consortium of suppliers (if the tender is submitted by a consortium of suppliers), as well as to subcontractors (if the tenderer intends to engage subcontractors).	1) The Contracting Authority shall verify the fact of registration in the Register of Enterprises of the Republic of Latvia via the publicly accessible database 'Lursoft' on the website: https://www.lursoft.lv/. 2) A Tenderer registered abroad shall submit a document issued by the competent authority of the relevant country certifying that the Tenderer is registered in accordance with the requirements of that country's legislation. If such a document is not issued in the relevant country, the Tenderer shall provide the web address of the competent authority in that country, where the Contracting Authority may verify the Tenderer's compliance with the aforementioned requirement. 3) A document certifying the Tenderer's right of representation (e.g. a certificate, a board resolution, a power of attorney).
Requirements regarding the tenderer's professional capabilities (experience)	
6.1.3. , over the past five years (from 1 January 2021 to the deadline for submission of tenders) , the Tenderer has developed: 1) at least one cloud-based software solution comprising a database, analytics and other functionalities; 2) at least one solution relating to sensor data processing technologies; 3) at least one solution that uses AI to process the client's data/metadata, with the results displayed in a user interface;	4) A description of the tenderer's experience, as set out in the form in Annex 1 to the Tender Specifications; A reference or other documents confirming compliance with the requirements set out in clause 6.1.3 of the Tender Specifications, indicating a reference substantiating the experience (e.g. publications, certificates, etc.) which includes experience in implementing a similar project.

4) at least one solution that ensures the processing of patients' personal data and health (medical) data in a cloud computing environment; 5) at least one solution relating to the use of AI in sectors defined as high-risk sectors within the meaning of Annex III to the European Union Artificial Intelligence Act (Regulation (EU) 2024/1689).	
6.1.4. The tenderer must have in place and documented information security management procedures, with a designated responsible person, and risk assessment and review at least once a year, covering: 1) information classification, asset inventory and security requirements for suppliers; 2) access management, authentication, password requirements and encryption; 3) backup and recovery, event logging and vulnerability management; 4) secure development and delivery practices, including software change review and security testing; 5) incident management and business continuity; 6) personnel and physical security measures and the protection of personal data in accordance with Regulation (EU) 2016/679.	A declaration by the tenderer, accompanied by a list of the policies in place, including their versions and dates, or an ISO 27001, ISO 27701 or equivalent certificate.
Requirements regarding the tenderer's professional capabilities (specialists)	
6.1.5. The tenderer shall ensure the involvement of specialists in the performance of the Contract who meet the qualification requirements set out in Annex 1 to the Tender Specifications, with experience in project management, software quality assurance and testing, as well as system maintenance, incident management and user support.	5) Curriculum vitae (CV) for specialists participating in the performance of the Contract and confirming the following qualifications: 1) Qualifications and experience in project management (academic or professional education specialising in project management, or a PMP certificate or equivalent); 2) Qualifications and experience in software quality assurance and testing (description of experience or an ISTQB certificate or equivalent); 3) Qualifications and experience in systems maintenance, incident management and user support (description of experience or an ITIL certificate or equivalent). 4) Experience with statistics, toolkits such as Python, R or similar solutions, as well as statistical and machine learning methods (description of experience or academic or professional education specialising in data science, or an equivalent professional development certificate); 5) Experience working with raw sensor data – reading, processing and interpreting data directly from sensor data streams, including signal processing, noise filtering and the detection of events or anomalies in real-time or near-real-time mode (description of experience or confirmation from the client commissioning the solution); 6) Qualification as a Europe-based cloud computing provider (e.g. Schwarz Digits/STACKIT, IONOS, Hetzner or equivalent) and practical experience in deploying solutions in EU data centres in

	accordance with GDPR requirements, including ensuring data residency and access controls.
6.2. Requirements for the technical proposal	Documents to be submitted
The technical proposal shall comply with the technical specifications of the tender (Annex 2).	A technical proposal drawn up in accordance with the requirements of the Technical Specifications for software development set out in Annex 2 to the Tender Regulations.
6.3. Requirements for the financial proposal	Document to be submitted
6.3.1. The price stated in the financial proposal must include all costs directly and indirectly related to the development, delivery and warranty technical support of the subject matter of the procurement, as well as taxes (excluding VAT). 6.3.2. The tenderer may submit only one financial offer covering the full scope of the subject of the procurement. 6.3.3. The price must be stated to two decimal places. 6.3.4. The warranty period shall commence on the day following the date on which the final acceptance and handover certificate for the subject matter of the procurement contract is signed by both parties. 6.3.5. The minimum warranty period is 24 months. 6.3.6. The warranty for technical support must include: 1) fault rectification; 2) remedying security vulnerabilities; 3) diagnosis of system malfunctions; 4) critical security updates for third-party components; 5) consultation for the Client's administrators; 6) correction of configuration errors; 7) rectification of non-conformities identified during the warranty period; 8) analysis of system logs and incidents.	The Tenderer's financial offer, drawn up in accordance with the form in Annex 1 to the Tender Specifications, shall specify in point 8 thereof the contract price for the subject matter of the procurement, the development/delivery timeframe (from the date of conclusion of the contract), as well as the scope of technical support under the warranty.
6.4. Other requirements	Documents to be submitted
6.4.1. If the Tenderer intends to engage a subcontractor in the performance of the Procurement Contract, the subcontractor must have confirmed its readiness to participate in the performance of the planned Procurement Contract.	1) In the application, drawn up in accordance with the form set out in Annex 1 to the Tender Regulations, the tenderer shall specify all subcontractors and the value of the services to be provided by each subcontractor in EUR, excluding VAT. 2) A subcontractor's declaration, drawn up in accordance with the form set out in Annex 3 to the Tender Regulations, confirming that, throughout the duration of the Procurement Contract, the Tenderer will have at its disposal the subcontractor's resources necessary for the performance of the Procurement Contract.
6.4.2. If the tender is submitted by a consortium of suppliers or a partnership, a written agreement must have been concluded between the members of the consortium or partnership.	3) A document certifying that, throughout the entire duration of the Procurement Contract, the consortium or partnership will have at its disposal the resources necessary for the performance of the Procurement Contract (a copy of the cooperation agreement, arrangement or equivalent document).
6.4.3. A consortium of suppliers may fulfil the requirements set out in Clauses 6.1.3 and 6.1.4 of the Tender Documents by aggregating the experience specified in those clauses.	

7. PROCEDURE FOR THE EVALUATION OF TENDERERS AND TENDERS

7.1. The Commission shall evaluate the tenders submitted in three consecutive stages. If a tenderer's tender does not qualify in any of the stages specified below, it shall be excluded from further participation in the procurement procedure (i.e. it shall not be evaluated in the next stage of tender evaluation). Stages of tender evaluation:

7.1.1. Stage 1 – Checking the format of tenders

The Commission shall assess whether the tender has been prepared and formatted in accordance with the formatting requirements set out in Section 5 of the Tender Specifications. The Commission shall reject a tenderer's tender if:

- a) it finds a significant non-compliance of the tender's format with the requirements of the Tender Regulations;
- b) the tender submitted is damaged or cannot be opened.

7.1.2. Stage 2 – Selection of Tenderers

The Commission shall verify whether the qualification documents submitted by the Tenderer confirm the Tenderer's compliance with the requirements set out in the sub-clauses of Section 6 of the Tender Regulations. The Commission shall exclude a Tenderer from further participation in the Tender Procedure if any of the grounds for exclusion set out in the Tender Regulations apply to the Tenderer, as well as if *any of the circumstances* referred to in the first paragraph of Article 11¹ of the International and National Sanctions Act of the Republic of Latvia are established.

7.1.3. Stage 3 – Evaluation of Tenders:

7.1.3.1. The Commission shall assess whether the financial tender submitted by the Tenderer complies with the requirements of the Tender Regulations and shall check that the tender contains no arithmetic errors, which it shall correct, notifying the Tenderer thereof;

7.1.3.2. From among all tenders that meet the requirements of the previous evaluation stages, the Commission shall declare as the successful tender the tender of the Tenderer which, in accordance with the evaluation methodology set out in the Tender Regulations, meets **the following evaluation criteria:**

Criterion number	Evaluation criterion	Document used to assess compliance with the criterion	Procedure for awarding points	Maximum number of points
P1	Technical solution proposed by the tenderer	Technical proposal (Annex 2)	The technical solution that most effectively ensures compliance with all the requirements set out in the Technical Specification, in accordance with the P1 evaluation methodology specified in clause 7.1.3.3 of the Tender Documents, shall be awarded the maximum number of points – 50 points.	50
P2	The lowest price offered by the tenderer	Application, Clause 8. Financial Offer (Annex 1)	The lowest price offered receives the maximum number of points – 20	20
P3	The development time offered by the tenderer	Application, Section 8 (Annex 1)	Software development in accordance with the requirements of the Technical Specification (Annex 2), in accordance with the methodology for the P3 development timeframe set out in clause 7.1.3.5 of the Tender Documents, shall be awarded the maximum number of points – 20 points.	20
P4	Warranty period offered by the tenderer	Application (Annex 1)	Warranty period – technical support and technical servicing, in accordance with the provisions of clauses 6.3.4, 6.3.5 and 6.3.6 of the Tender Specifications.	10

7.1.3.3. Detailed P1 evaluation methodology

P1 sub-criterion	Max. Points
1. System architecture, scalability and portability	8
2. Data collection, integration and secure data exchange	6
3. Data storage, pre-processing and data management	7
4. Statistical analysis, ML and MLOps	7

5. GC and MOX data integration	5
6. Information security, auditing and personal data protection	6
7. User interfaces and usability	4
8. Project implementation methodology and work plan	4
9. Organisation of warranty support and knowledge transfer	3
Total	50

7.1.3.4. A standardised scoring scale for each sub-criterion*

Rating	Proportion of points to be awarded
Requirement not met	0%
Fulfilment merely declared, without a description of implementation	25%
Fulfilment described in part; significant uncertainties remain	50%
Implementation is described sufficiently and is feasible	75
Implementation is described in detail, with specific components, processes and evidence	100%

*Note: Failure to meet mandatory technical requirements cannot be compensated for by points in another criterion. Compliance is checked first. Points are awarded only to those tenders that meet all mandatory requirements.

7.1.3.5. P3 methodology for the development timeframe

Proposed timeframe	P3 points
16 weeks or less	20
17 weeks	18
18 weeks	16
19 weeks	13
20 weeks	10
21–24 weeks	7
25–28 weeks	4
more than 28 weeks	0

7.1.3.6. The Commission shall calculate the marks awarded to tenderers' bids using the following formula:

$$P = \frac{C_{min}}{C_i} \times P_{max}$$

P – the points calculated for a specific tender,
 C_{min} – the lowest price offered by any of the tenderers,
 C_i – the price offered by the specific tenderer,
 P_{max} – the maximum possible number of points for the price criterion (20)

7.1.3.7. The Commission calculates the total number of points using the following formula:

$$S = P1 + P2 + P3 + P4, \text{ where}$$

S – total number of points;
 P – the number of points for the criterion being assessed.
 Maximum number of points available: 100 points.

7.1.3.8. If the tenders of several Tenderers are awarded the same number of points, the Commission shall select the Tenderer with the higher number of points P1 for that evaluation criterion.

8. DECISION ON THE AWARD OF THE PROCUREMENT CONTRACT

- 8.1. The Commission shall decide to award the contract to the Tenderer who, in accordance with the evaluation criteria set out in the Tender Regulations, is to be awarded the contract.
- 8.2. Within 5 (five) working days of the decision referred to in clause 8.1 of the Tender Regulations being taken, the Contracting Authority shall inform all Tenderers of this in writing by sending the information electronically, using a secure electronic signature, to the email address specified in the Tenderer's application. For each Tenderer who has not been awarded the contract, the Commission shall prepare a statement setting out the reasons why their tender was less favourable than those of the other Tenderers.

9. PROCUREMENT CONTRACT

- 9.1. The Contract sets out the legal relationship between the Contracting Authority and the Tenderer (Contractor) in accordance with the provisions of the Tender Documents.

- 9.2. Upon payment of the contract price specified in the Procurement Contract, all economic copyright in the software, documentation, data models, configurations, scripts, design materials and other deliverables specifically developed under the Procurement Contract shall pass to the Contracting Authority. The Tenderer must provide the Client with:
- 1) the full source code;
 - 2) repository history;
 - 3) database migration scripts;
 - 4) CI/CD configuration;
 - 5) Docker files;
 - 6) Kubernetes manifests;
 - 7) Helm charts;
 - 8) Terraform or other IaC configuration;
 - 9) API documentation;
 - 10) Architecture documentation;
 - 11) administrator's guide;
 - 12) user guide;
 - 13) test scenarios and automated tests;
 - 14) descriptions of data model mappings;
 - 15) installation and recovery instructions;
 - 16) backup and disaster recovery procedures.
- 9.3. Limitation of liability under the contract:
- 9.3.1. The Supplier shall not be liable for the achievement of medical or clinical outcomes if the quality of the model is affected by the volume, quality, labelling or study design of the data provided by the Customer;
- 9.3.2. The Supplier shall be liable for the methodologically correct technical implementation of the algorithms, data processing procedures and models developed by the Supplier under the contract, in accordance with the Customer's specifications. The Supplier shall not be liable for the content of the algorithms, data processing procedures and models developed by the Customer.
- 9.4. Within 5 (five) working days of the conclusion of the Contract, the Client shall publish a notice on the IUB website regarding **the results of** the beneficiary's procurement procedure, which shall include the information specified in Annex 3 to Cabinet Regulation No. 104.
- 9.5. The prices quoted by the Tenderer in the financial proposal for the tender shall constitute the contract prices should the Contract be concluded.

10. THE COMMISSION'S RIGHTS AND OBLIGATIONS

10.1. The Commission shall have the right:

- 10.1.1. at any stage of the tender procedure, to exclude a Tenderer from further participation in the tender by rejecting the Tenderer's tender, if it finds that the circumstances for rejection of a tender specified in the Tender Regulations apply;
- 10.1.2. where necessary, to engage an expert in an advisory capacity during the examination of the formal aspects of tenders, the selection of tenderers, the verification of tender compliance and the evaluation of tenders. The expert's assessment shall not be binding on the Commission;
- 10.1.3. to request that the Tenderer clarify information regarding their tender, where necessary for the verification of the tender's formal compliance, the selection of tenderers, the verification of tender compliance or the evaluation of tenders;
- 10.1.4. to request that a Tenderer produce the original document or submit a certified copy of the document if the Commission has doubts as to the authenticity of the copy of the document submitted;
- 10.1.5. to ask Tenderers to clarify, supplement or improve their tenders by conducting negotiations with them in accordance with the procedure laid down in Cabinet Regulation No. 104, in order to obtain the most economically advantageous tenders;
- 10.1.6. to request Tenderers with whom negotiations have taken place to confirm their tenders if it considers that a tender meeting the Contracting Authority's requirements has been obtained. A deadline for confirmation shall be set, which shall not be less than three working days from the date on which the Tenderers received the request to confirm their tenders;
- 10.1.7. to award the contract, or to terminate or suspend the tender procedure without selecting any tender.

10.2. The Commission shall have the following duties:

- 10.2.1. to evaluate the Tenderers and the tenders they have submitted in accordance with the provisions of the Tender Regulations;
- 10.2.2. not to disclose any information regarding the evaluation process during the tender evaluation phase until the results of the tender have been announced.

11. RIGHTS AND OBLIGATIONS OF THE TENDERER

11.1. A Tenderer has the right:

- 11.1.1. to withdraw the tender submitted at any stage of the tender procedure by notifying the Commission in writing.
- 11.1.2. to specify in the tender which of the information contained therein constitutes a trade secret or confidential information, which the Contracting Authority is not entitled to disclose to other Tenderers.

11.2. The tenderer shall be obliged:

- 11.2.1. to prepare a tender in accordance with the provisions of the Tender Specifications, including completing the forms and documents attached as annexes to the Tender Specifications;
- 11.2.2. to ensure that the information contained in the tender is not accessible until the tenders are opened. After the deadline for submission of tenders has expired, the Tenderer may not amend or supplement its tender;
- 11.2.3. to provide, within the time limit set by the Commission, responses to the Commission's requests for clarification of the information contained in the tender or regarding the compliance of the Tenderer and its tender with the requirements of the Tender Regulations;
- 11.2.4. if the Tenderer is a consortium of suppliers and is awarded the contract, prior to the conclusion of the Contract, at its discretion, to ensure the establishment of a legal form in accordance with a specified legal status or to conclude a partnership agreement, agreeing on the allocation of liability amongst the members of the consortium;
- 11.2.5. to bear the costs of preparing and submitting the tender. The Contracting Authority shall not be liable for these costs, regardless of the outcome of the tender procedure.

12. RULES ON THE PROCESSING OF PERSONAL DATA

- 12.1. These rules set out the procedure for the processing of personal data in cases where Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), hereinafter referred to as the 'Regulation', applies.
- 12.2. Legal basis for the processing of personal data – the organisation of the tender procedure and the conclusion and performance of the Contract within its framework, Article 6(1)(b) and (c) of the Regulation. The personal data of natural persons specified in the documents submitted in the tender will be processed to ensure the conduct of the tender, the evaluation of Tenderers and their tenders, and the conclusion and performance of the Contract in accordance with legislation governing public procurement and other relevant regulatory acts.
- 12.3. The Tenderer shall ensure that the data of all natural persons specified in its tender (including members of any consortium, regardless of the legal nature of their mutual relationship, as well as all subcontractors, if any, specialists, employees, contact persons, etc.) specified in its tender, which will be carried out by the Contracting Authority both during the tender procedure and in the performance of the Contract, should a Contract be concluded with the Tenderer, is provided for in accordance with the procedure laid down in the relevant legislation.
- 12.4. The Tenderer shall ensure that the legal basis for the processing of personal data of all natural persons specified in its tender (including members of any consortium, irrespective of the legal nature of their mutual relationship, as well as all subcontractors, if any are engaged, specialists, employees, contact persons, etc.) specified in its tender, which will be carried out by the Contracting Authority both during the tender procedure and in the performance of the Contract, should a Procurement Contract be concluded with the Tenderer, and shall inform them of the intended processing of personal data.
- 12.5. Data controller: AS "LabMedTech", contact details: Ilūkstes iela 45, Riga, LV-1073, Latvia, email address: labmedtech@labmedtech.lv, telephone +371 29214868.

13. THE CUSTOMER'S PROCUREMENT ETHICS PRINCIPLES

- 13.1. The Contracting Authority shall implement its procurement policy and organise its procurement in accordance with the rules governing the organisation of public procurement laid down in legislation, as well as the highest standards of integrity and ethics.
- 13.2. The Contracting Authority shall organise its procurement in such a way as to ensure the transparency of the public procurement process, free and equal competition amongst suppliers, and the effective use of the Contracting Authority's financial resources.
- 13.3. The Contracting Authority rejects and considers unlawful any actions which may, directly or indirectly, be regarded as corrupt or fraudulent. The sole terms and conditions governing potential cooperation in the procurement process between the Contracting Authority and suppliers, as well as the procedure for

- resolving issues concerning a supplier's participation in the procurement, are set out in the relevant procurement documentation and in the legislation governing public procurement.
- 13.4. The Contracting Authority shall immediately inform the law enforcement authorities of any direct or indirect invitation to engage in unlawful and unauthorised activities, both during the tender procedure and during the performance of the Contract. By participating in the Tender, the Tenderer acknowledges that any of its actions, including communication with the Contracting Authority's staff, may be subject to an assessment of their legality.
- 13.5. The Contracting Authority expects Tenderers (and their cooperation partners) to be aware of and to respect the restrictions on conflicts of interest and the acceptance of gifts applicable to the Contracting Authority's officials and members of the Commission.

14. Annexes

Annex 1 – Application form

Annex 2 – Technical Specification

Annex 3 – Subcontractor's Declaration Form