

**Akciju sabiedrība “Conexus Baltic Grid”**

Reģistrācijas Nr. 40203041605

Stigu iela 14, Rīga, LV-1021

67087900, 67087999, info@conexus.lv

**OPEN CONTEST**

**“Wells blowout safety prevention”**

**REGULATIONS**

ID Nr. PRO-2020/199

**As amended on 5 August 2020 (marked red)**

**ATKLĀTA KONKURSA**

**“Urbumu pretfontāna drošības profilakse”**

**NOLIKUMS**

Iepirkuma identifikācijas numurs PRO-2020/199

**Ar grozījumiem, kas izdarīti 2020. gada 5. augustā**

**(atzīmēts ar sarkanu)**

Riga 2020

# GENERAL TERMS

# Purpose

* + 1. The purpose of this Open contest (hereinafter – the Contest) is to openly and publicly select a contractor company (hereinafter – the Tenderer) for the qualitative and economically advantageous services of wells blowout safety prevention at JSC “Conexus Baltic Grid” Inčukalns underground gas storage (hereinafter – the Works) in accordance with the Technical Specification (Annex No. 1), the tender (hereinafter – the Tender) submitted by the Tenderer, terms of the procurement contract (hereinafter – the Contract) and the laws and regulations of the Republic of Latvia.
    2. The Joint Stock Company “Conexus Baltic Grid” (registered as Akciju sabiedrība ”Conexus Baltic Grid”), hereinafter – the Contracting Authority, calls for tenders for providing services of wells blowout safety prevention at Inčukalns underground gas storage (hereinafter - Inčukalns UGS).

# Organizer of the Contest

* + 1. The Contracting Authority:

Joint Stock Company "Conexus Baltic Grid"

Unified Registration No. 40203041605,

Address: Stigu street 14, Riga, LV-1021, Latvia

Incukalns Underground Gas Storage address:

Ragana, Krimulda parish, Krimulda district, LV-2144, Latvia.

* + 1. The authorized representative of the Contracting Authority who will provide information:
       1. with regard to the procedure of the Contest and the Contest Regulations - Leading Procurement Specialist of the Procurement Division of the Legal Department Aleksandrs Tereševs, Tel. +371 67087924, Mob.tel. +371 26310214, e-mail: [aleksandrs.teresevs@conexus.lv](mailto:aleksandrs.teresevs@conexus.lv);
       2. with regard to the technical requirements of the Contest (Technical specification): Head of Geological Service – Inta Karvonena, e-mail: [inta.karvonena@conexus.lv](mailto:inta.karvonena@conexus.lv).

# Type of the Contest

* + 1. The Contest is organized as an open procurement procedure in accordance with the requirements of Interior procurement procedure of the Contracting Authority.
    2. Participation in the Contest is open to any person or a group of persons (registered in any country) who meets the required qualifying and other criteria.
    3. Participation in the Contest is a demonstration of free volition of Tenderers, based on equal terms and conditions for all Tenderers.

# Instructions for Tenderers

* + 1. Each Tenderer may submit only one Tender for the whole scope of Works. The Tenderers who submit more than one Tender or the Tender is submitted not in a whole scope of Works will be disqualified. It is not allowed for the Tenderer to submit several variants of the Tender.
    2. The Tenderer may submit Tender in compliance with requirements specified in the contest documents (hereinafter – Contest Regulations) and the requirements of Technical Specification (Annex No.1).
    3. The Tenderer shall carefully examine the Contest Regulations and shall assume all responsibility for the Tender’s compliance with the requirements of the Contest Regulations and its Annexes.
    4. Submission of the Tender implies clear and outright intention to participate in the Contest and acceptance of terms and conditions of the Contest Regulations. The above-mentioned Tender is legally binding on the Tenderer who submitted it.
    5. Submission of the Tender implies the Tenderer’s acceptance of all terms and conditions of the Contest Regulations. Any condition in the Tender contrary to the terms set by Contest Regulations may result in the rejection of the Tender.
    6. The Tenderer shall bear all costs associated with the preparation and submission of its Tender. The Contracting Authority will in no case be responsible or liable for those costs, regardless of the outcome of the tendering process.
    7. Subcontracting is permitted providing that the whole contractual liability remains with the Tenderer, and:
       1. The subcontractors, staff members shall be engaged by the Tenderer in the performance of the Contract in accordance with the distribution of the parts of the Contract or roles specified in the Tender.
       2. The Tenderer who is awarded the Contract shall not be entitled without the consent of the Contracting Authority to replace the specified staff or subcontractors or engage additional subcontractors for the performance of the Contract. The Contracting Authority may request the staff’s and subcontractors' views on the reasons for their replacement.
       3. If the Contracting Authority in the course of performance of the Contract finds that the successful Applicant (its subcontractor) has violated the conditions of the Contest Regulations and/or Contract regarding replacement of the engaged staff or subcontractors or engagement of new subcontractors in the performance of the Contract, the Contracting Authority is entitled to apply a contractual penalty for each such case in accordance with the procedure set out in the Contract.
    8. The Contracting Authority shall exclude the Tenderer from further participation in the Contest or reject the Tenderer / Tender if at least one of the following circumstances exists:
       1. The Tenderer does not comply with any of the selection requirements referred to in Clause 3.1. of the Contest Regulations or the Tenderer has not submitted all the documents referred to in Clause 3.2. of the Contest Regulations;
       2. The Tenderer has not attached a completed and signed Letter of Application to the Tender (Annex 2 to the Contest Regulations);
       3. The Tenderer has provided false or misleading information in Tender for the assessment of his qualification, or has not provided the requested information at all;
       4. The Tenderer has not provided explanations or has not attended the explanatory meeting in accordance with Clause 7.1.3. of the Contest Regulations or has not provided other information requested by the Contracting Authority.
    9. The Contest Regulations are prepared in English.

# Information on the subject of the contest

# Subject of the Contest, its Quantitative and Qualitative Characteristics

# The Subject of the Contest and the subsequent Contract is for providing services of wells blowout safety prevention at JSC “Conexus Baltic Grid” Inčukalns underground gas storage (the Works) in accordance with the Technical Specification (Annex No. 1), the Tender submitted by the Tenderer, terms of the Contract and the laws and regulations of the Republic of Latvia.

# Procurement nomenclature CPV code: 76473000-9 (Well equipment testing services).

# All communication shall be in English, Russian or Latvian languages. All documentation must be prepared in Latvian, Russian or English.

# The scope of Works includes the following main activities, which the Tenderer performs two times a year (50% of the wells to be inspected each half of the Year):

# Production, observation, geophysical and technical wells (located in area of gas distribution) surface equipment and gas blowout safety inspection: completion of well surface equipment; evaluate the tightness of well surface equipment elements; evaluate an annulus (between protection and production casing) pressures; evaluate an annulus (between production casing and tubing) pressures (in wells equipped with packers); compliance with safety regulations at well and it protection zone (50 m radius).

# Inspection of technical, technological and organizational blowout safety resources of Inčukalns UGS.

# Based on the results of the inspection, prepared recommendations of a blowout safety.

# Preparation of the inspection report and coordination with the customer.

# At the discretion of the Contracting Authority, the amount/scope of work can be changed (increased or decreased) within 20%. In this case, the payment for the Works performed shall be calculated proportionally, taking into account the prices indicated in the Financial Tender.

# Contract Place and Time of Completion

# The place of the Contract / Works performance: JSC "Conexus Baltic Grid", Inčukalns Underground Gas Storage, Ragana, Krimulda parish, Krimulda district, Latvia.

# The estimated procurement contract duration: the Works (services) shall be provided for a period from September 1, 2020 till March 30, 2023.

# TENDERER SELECTION REQUIREMENTS, DOCUMENTS TO BE SUBMITTED

* 1. **Requirements for the Tenderer:**
     1. The terms of exclusion and the documents to be submitted for their eligibility verification, the qualification requirements and the documents to be submitted to certify their fulfilment:

|  |  |  |  |
| --- | --- | --- | --- |
| **Non-eligibility of Exclusion Conditions** | | | |
|  | **Exclusion condition, according to which the Tenderer shall be excluded from the participation in the Contest** | **Documents proving non-eligibility of the exclusion conditions of a person registered or permanently residing in the Republic of Latvia** | **Documents proving non-eligibility of the exclusion conditions of a person registered or permanently residing in a foreign country** |
| 3.1.1.1. | It is found that on the last day for the submission of the Tender, the Tenderer in Latvia or in the country of its registration or permanent residence has a tax debt (including obligatory social security payment liabilities), in total exceeding EUR 150 (one hundred and fifty euros) in any of the countries. | Documents do not need to be submitted.  The Contracting Authority will check non-eligibility of this exclusion condition in the State Revenue Service public tax debtors database on the last data update date. | A statement issued by the respective state institution or extract / printout from the respective state institution database confirming that the Tenderer has fulfilled obligations relating to the payment of taxes or social security contributions in country of his registration. |
| 3.1.1.2. | The Tenderer is declared insolvent, its economic activities are suspended, or the Tenderer is in the process of liquidation. | Documents do not need to be submitted.  The Contracting Authority will check non-eligibility of this exclusion condition in the Register of Enterprises and the State Revenue Service public databases. | A statement issued by the respective state institution or extract / printout from the respective state institution database confirming that the Tenderer has not been declared insolvent or wound up and his business activities have not been suspended or ceased. |
| 3.1.1.3. | The person who has drawn up the Tender documents (Contracting Authority's official or employee), a member of the Contest Committee or an expert is related to the Tenderer in the meaning of Section 30, Paragraph one or two of the Law on the Procurement of Public Service Providers (LPPSP) or has interest in the selection of any Tenderer, and the Contracting Authority has no possibilities to remedy the situation with measures that are less restrictive to the Tenderer. | If the Tenderer has information that it is related to the person who has drawn up the Tender documents (Contracting Authority's official or employee),a member of the Contest Committee or an expert in the meaning of Section 30, Paragraph one or two of the LPPSP, it shall be specified in the application. | If the Tenderer has information that it is related to the person who has drawn up the Tender documents (Contracting Authority's official or employee), member of the Contest Committee or an expert in the meaning of Section 30, Paragraph one or two of the LPPSP, it shall be specified in the application. |
| 3.1.1.4. | The Tenderer has anti-competitive advantage in the Contest, because it has been involved in or a legal person associated with it has been involved in the preparation of the Contest Regulations in accordance with Section 22, Paragraph three of the LPPSP, and it cannot be eliminated with less restrictive measures, and the Tenderer cannot prove that its participation or participation of the legal person associated with it in the preparation of the Contest Regulations does not restrict competition. | In its Tender the Tenderer shall specify if it or a legal person associated with it has been involved in the preparation of the Contest Regulations in accordance with Section 22, Paragraph three of the LPPSP and provide evidence that there are no circumstances that would give advantage to this Tenderer in the Contest, thereby restricting competition. | In its Tender the Tenderer shall specify if it or a legal person associated with it has been involved in the preparation of the Contest Regulations in accordance with Section 22, Paragraph three of the LPPSP and provide evidence that there are no circumstances that would give advantage to this Tenderer in the Contest, thereby restricting competition. |
| 3.1.1.5. | The Tenderer has provided false information in order to demonstrate compliance with the exclusion conditions or qualification requirements referred to in this Clause, or has not provided the requested information. | Documents do not need to be submitted.  The Contracting Authority will check non-eligibility of this exclusion condition in the course of evaluation of the Tender. | Documents do not need to be submitted.  The Contracting Authority will check non-eligibility of this exclusion condition in the course of evaluation of the Tender. |
| 3.1.1.6. | The Tenderer is subject to the restrictions set forth in Section 111, Paragraph one of the Law on International Sanctions and National Sanctions of the Republic of Latvia. | The Contracting Authority will check non-eligibility of this exclusion condition in the Register of Enterprises and on the websites:  1) <https://sankcijas.fid.gov.lv/>  2) <https://www.sanctionsmap.eu/#/main>  3) https://sanctionssearch.ofac.treas.gov/ | A statement issued by the respective state institution or extract / printout from the respective state institution database containing information on the Tenderer’s board and council members, beneficial owner (-s), person (-s) having the right of representation or proctor (-s), or a person (-s) who is authorised to represent the Tenderer in activities related to a branch.  The Contracting Authority will check non-eligibility of this exclusion condition on the websites:  1) <https://sankcijas.fid.gov.lv/>  2) <https://www.sanctionsmap.eu/#/main>  3) https://sanctionssearch.ofac.treas.gov/ |
| 3.1.1.7. | The conditions referred to in Clause 3.1.1.1, 3.1.1.2, 3.1.1.3, 3.1.1.4, 3.1.1.5 or 3.1.1.6 herein apply to a member of the association of suppliers (if the Tenderer is an association of suppliers) or a member of the partnership (if the Tenderer is a partnership). | See Clause 3.1.1.1. – 3.1.1.6. | See Clause 3.1.1.1. – 3.1.1.6. |
| 3.1.1.8. | The conditions referred to in Clause 3.1.1.1, 3.1.1.2, 3.1.1.3, 3.1.1.4, 3.1.1.5 or 3.1.1.6 herein apply to Applicant's sub-contractor, if the value of the works to be performed or services provided by this sub-contractor is at least 10 percent of the total value of the Contract. | See Clause 3.1.1.1. – 3.1.1.6. | See Clause 3.1.1.1. – 3.1.1.6. |
| 3.1.1.9. | The conditions referred to in Clause 3.1.1.1, 3.1.1.2, 3.1.1.3, 3.1.1.4, 3.1.1.5 or 3.1.1.6 herein apply to a person, on whose potential the Tenderer relies to confirm the compliance of its qualifications with the requirements set out in the Contest Regulations. | See Clause 3.1.1.1. – 3.1.1.6. | See Clause 3.1.1.1. – 3.1.1.6. |
| **qualification requirements** | | | |
|  | **Qualification requirement** | **Documents to be submitted by a person registered or permanently residing in the Republic of Latvia** | **Documents to be submitted by a person registered or permanently residing in a foreign country** |
| 3.1.1.10. | The Tenderer, a member of a partnership (if the Tenderer is a partnership), a member of the association of suppliers (if the Tenderer is an association of suppliers) and/or a person (subcontractor) specified by the Tenderer has been registered in the procedure provided for in laws and regulations. | Documents do not need to be submitted.  The Contracting Authority will check this condition in public database of the Register of Enterprises. | A statement issued by the respective state institution or extract / printout from the respective state institution database confirming that the Tenderer, a member of a partnership (if the Tenderer is a partnership), a member of the association of suppliers (if the Tenderer is an association of suppliers) and/or a person (subcontractor) specified by the Tenderer has been registered in the procedure provided for in laws and regulations. |
| 3.1.1.11. | The Tenderer’s official who has signed the Tender documents has signatory (representation) rights. | The Contracting Authority will check this condition in public database of the Register of Enterprises.  A power of attorney issued to another person to sign the Tender and the Contract, if other person has been appointed to sign the documents. | A statement issued by the respective state institution or extract / printout from the respective state institution database containing information on the Tenderer’s officials with representation rights.  A power of attorney issued to another person to sign the Tender and the Contract, if other person has been appointed to sign the documents. |
| 3.1.1.12. | The Tenderer over the last 3 (three) years (2017, 2018, 2019 or later to the date of submission of the tender) has successfully completed at least 3 (three) contracts regarding the services similar to the subject of the procurement (in terms of content) and the value of each contract is not less than 100 000.00 EUR (one hundred thousand euro) without VAT.  If the Tenderer is an association of suppliers, the members of the association of suppliers shall meet all the requirements set out in this Clause either together or separately. | A description of experience signed by the Tenderer (Annex 4).  In order to verify the compliance of the experience concerned, the Contracting Authority has the right to request additional information, including documents demonstrating that the experience indicated by the Tenderer meets the requirements of Sub-clause 3.1.1.12. of the Contest Regulations. | |
| 3.1.1.13. | The Tenderer shall have appropriate resources for the service provision and shall ensure that qualified and experienced staff is engaged in the fulfilment of the Contract.  Tenderer shall have staff for the service provision as minimum:   * one specialist with competence for inspection of the field wellhead (Wellhead Survey). | List of responsible specialists of the Tenderer in accordance with Annex 5 to the Contest Regulations.  Copies of specialists valid IWCF or IADC certificates for inspection of the field wellhead (Wellhead Survey).  Copies of other documents approving specialists’ additional competence, qualification and education . | |

* + 1. In case the Tenderer is a merchant registered abroad, then the Tender must additionally indicate whether:
       1. the Tenderer is *considered / not considered* as a related company with the Contracting Authority according of the Law "On Corporate Income Tax";
       2. The Tenderer *is / is not* registered in the country with which the Convention for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion (hereinafter - the Tax Convention) has been concluded for the Republic of Latvia.
    2. During the evaluation of the Tenderer's compliance with the exclusion conditions, the Contracting Authority will act according to Paragraphs 6 – 13 of Article 48 of the Law on the Procurement of Public Service Providers.
    3. Statements and other documents for the verification of the exclusion conditions, which in the cases provided for in the Contest Regulations are issued by the competent institutions of the Republic of Latvia, will be accepted and recognised by the Contracting Authority on the condition that they are issued not earlier than one month before the date of submission; statements and other documents issued by foreign competent authorities will be accepted and recognised by the Contracting Authority on the condition that they are issued not earlier than six months before the date of submission, where the authority issuing the statement or document has not specified a shorter period of its validity.
    4. The Tenderer will accept the European Single Procurement Document as the initial evidence of compliance with the selection requirements set out in the Contest Regulations. The Tenderer shall submit a separate European Single Procurement Document on each person on whose abilities they are based, in order to certify that their qualification complies with the requirements set forth by the Contest Regulations, each subcontractor, if the value of the services or works to be performed by this subcontractor is at least 10 percent of the total value of the Contract. An association of suppliers shall submit a separate European Single Procurement Document on its each of its member.

The Tenderer may submit to The Contracting Authority the European Single Procurement Document that has been submitted in another procurement procedure if the Tenderer certifies that the information contained in the document is accurate.

The Contracting Authority at any stage of the Tender has the right to request that the Tenderer provides all or part of the documents confirming compliance with the selection requirements set out in the Contest Regulations. The Contracting Authority will not request such documents or information that is in its possession or is available in the public databases.

The European Single Procurement Document is available on the following website: <http://espd.eis.gov.lv/>. The Tenderer shall print out the completed European Single Procurement Document and add it to the qualification documents, indicating the link to it.

* 1. **Documents to be submitted:**

When submitting the Tender, the Tenderer must attach the following documents confirming its right to participate in the Contest, as well as provide general information about the Tenderer:

* + 1. Letter of application for participation in the Contest, completed and executed in accordance with the model attached in Annex 2 to the Regulations and signed in accordance with Clause 3.1.1.11. of the Contest Regulations. The Tender Letter shall be accompanied by a document certifying signature – an extract from the Company Register, the company’s statutes or the original power of attorney, which gives rights to sign the Tender;
    2. Tenderer's selection documents, in accordance with the provisions of Clause 3 of the Contest Regulations, and:
       1. Contract or an agreement, a protocol regarding cooperation - if the Tender is submitted by a supplier association or a partnership;
       2. In the case of sub-contracting:
          1. In the event of engagement of subcontractors, the Tenderer shall indicate all such subcontractors and the parts of the Contract, types of work entrusted to them in percent (Annex 6 to the Contest Regulations).
          2. In addition to the proposal documents, the Tenderer shall also attach statements signed by the engaged subcontractors containing their agreement and commitment to fulfil their share of the Contract in accordance with the form in Annex 7.
    3. Technical Tender - shall be prepared in accordance with the provisions of the Technical Specification (Annex 1 to the Contest Regulations). The Tenderer must prepare and submit the tender in such a way that it contains all the information necessary for the evaluation process in accordance with the provisions of the Contest Regulations. The following information shall be additionally included in the Technical Tender:
       1. Detailed project/technical description on performing the Works drawn up by the Tenderer;
       2. Specimens or copies of certificates of offered specialists.
       3. Other information that the Tenderer deems necessary to indicate.
    4. Financial Tender - is prepared and submitted using the Financial Tender form (Annex 3 to the Contest Regulations). All prices in the Financial Tender shall be expressed in Euro (excluding VAT). The prices in the Financial Tender shall include all costs to ensure the qualitative fulfilment of the Contract, all taxes (excluding VAT) and fees specified in laws and Contest Regulations, all indirectly related costs, costs for materials, labour costs, supplies, assemblies, installation costs, costs of necessary ancillary tasks, costs of using equipment and accessories and other costs that are binding on the Tenderer to ensure the qualitative fulfilment of the Contract, and all risks, including all possible cost increases and expenses.

# ADDITIONAL INFORMATION REGARDING THE CONTEST

* 1. The exchange of information between the Contracting Authority and the Tenderer shall take place electronically by email, or means of a secure electronic signature or by the addition of a scanned document to an electronic mail. Oral information is not binding within the framework of the Contest.
  2. A Tenderer requiring any clarification of the Contest Regulation may send the questions to the Contracting Authority’s contact person specified in Clause 1.2.2 by email. The Contracting Authority shall respond to such requests for clarification within 5 (five) working days, but no later than 6 (six) days prior to the deadline for the submission of Tenders. The additional information / responses will be sent to the enquirer electronically to the enquirer’s e-mail address (attaching a scanned document to the e-mail message).
  3. The Contracting Authority will publish the Contest Regulations, any amendments thereof, answers to the questions of Tenderers on the Contracting Authority’s website: https://www.conexus.lv. The Contracting Authority shall not be held liable for the Tenders inadequately drawn up by the Tenderers, should the Tenderer fail to take into account the amendments, answers and updates regarding the requirements provided for in the Contest Regulations published on the Contracting Authority’s website: https://www.conexus.lv.

# PREPARATION AND EXECUTION OF THE TENDER, PRICE OF THE TENDER

# Preparation and execution of the Tender

* + 1. The Tenderer must submit the Tender in one of the following ways:
       1. one original in paper format and one copy in electronic format (PDF with search function) stored on an electronic data storage device (CD, DVD or USB flash drive);
       2. in electronic format (.doc, .docx, .xls, .xlsx, .odf or .pdf), observing the regulations of electronic document processing, signed with a secure electronic signature containing a time stamp and placed on an electronic data storage device (CD, DVD) or USB flash drive). The Tender must be prepared in such a way that the Contracting Authority would not have limited access to the Tender information, the Tender must not contain computer viruses and other harmful software or their generators.
    2. The Tender shall be submitted in Latvian, English or Russian. The documents with the original language other than Latvian, English or Russian shall be submitted in the original language accompanied by the translation attested by the Tenderer in any of the languages of the Tender.
    3. The Tender shall start with the list of contents listing all the included documents. The documents shall follow the sequence specified under Clause 3.2.
    4. The Tender prepared in paper format must be signed by a person who has the right of representation or who is authorized to do so on behalf of the Tenderer (adding a power of attorney in the Tenderer's selection documents section). The power of attorney must specify the scope of the rights and obligations conferred on the authorized representative. The full name, surname and position of the person who has signed the Tender must be indicated below the signature. If the Tender is prepared in electronic format, the documents included in the tender must be signed together as one file, including a separate file indicating the attached files (file name and short content).
    5. The original in paper format of the Tender shall be printed; pages shall be numbered and **bound together**, indicating the quantity of numbered and bound pages. The pages of the Tender and its annexes must be numbered together.
    6. For avoidance of any doubt or misunderstanding, all words and figures in the Tender must be clearly legible, without any insertions or erasures. In case of mismatches between words and numbers, the words shall prevail.
    7. The Tender in paper format with an additional copy of the Tender in electronic format or the Tender in electronic format must be placed in an envelope, the envelope must be closed and it must have the following inscription:

**JSC “Conexus Baltic Grid”**

**14 Stigu street, Riga, LV-1021, Latvia,**

**Tender for the Open Contest**

***“*Wells blowout safety prevention*”***

***Not to be opened before August 12*, *2020, 14:00***

***To be opened only in the presence of the Contest Committee.***

* + 1. The name and address of the Tenderer must be indicated on the envelope. The envelope must contain the original and an electronic copy of the Tender (if submitted in paper format). The original of the Tender in paper format must be marked accordingly - "Original".
    2. In case of a contradiction between the original of the Tender and the electronic copy, the original of the Tender will be deemed to prevail.
    3. If the Tender is not sealed and marked as required above in these Contest Regulations, the Contracting Authority will assume no responsibility for a premature opening of the Tender. In such case the Contracting Authority has rights but is not obliged to reject such Tender.
    4. Any provision or condition included in the Tenderer's Tender that is in conflict with the Contest Regulations may be a reason for rejection of the Tender. The Contracting Authority has the right to reject any Tender that does not comply with the requirements set forth in the Contest Regulations.
    5. If, in the opinion of the Tenderer, any information included or any of the components of the Tender is considered to be a commercial secret, the Tenderer shall indicate it in the Tender. Information which is generally available in accordance with regulatory enactments, including information included in the Contest Regulations, may not be recognized as a commercial secret.

# Price of the Tender

* + 1. The price shall be quoted in *euro* (EUR). Total price of the Tender and all unit prices shall be quoted in the same currency.
    2. Taxes and duties shall be included in the price of the Tender in accordance with the following procedure:

1. all taxes and duties payable in Latvia and abroad with regard to the performance of the Contract shall be included in the price of the Tender, except for the 21% VAT of the Republic of Latvia, except if the event of Sub-Clause 5.2.2. b);
2. If the Tenderer is not a company registered in the Latvia or the other EU country, but intends to invite a company registered in Latvia or other EU country as subcontractor, all taxes and duties payable in Latvia and abroad with regard to the performance of the Contract shall be included in the price of the Tender, including the 21% VAT of the Republic of Latvia, which will be payable to the subcontractor.
   * 1. The total amounts of positions and the total valuable amount must be calculated and indicated to the nearest 2 (two) decimal places.
     2. Prices of Tender shall be indicated in accordance with Financial Tender (Form of Financial Tender (Annex 3), completing the forms enclosed herewith. The Tenderer shall propose full scope of the Works. Tenders for the part of the required scopes shall not be considered.
     3. The Tender price shall be fixed during the period of Tender validity and any extension thereof if such is requested and agreed upon in accordance with Clause 6.2 of the Contest Regulations. (Tender validity).
     4. The Contest Committee will evaluate Tender price without Latvian Republic VAT except if the case referred to in Sub-Clause 5.2.2. b) of the Contest Regulations.
     5. The Contracting Authority may request the Tenderer to submit a more detailed mechanism for the formation of the price / total valued amount.

# SUBMISSION AND OPENING OF TENDERS

* 1. **Place and time for submission of Tenders**
     1. The Tenderer shall submit for incorporation the Tender and documents attached to it to **JSC “Conexus Baltic Grid” 14 Stigu street, Riga, LV-1021, Latvia,** to be received till **August 12, 2020, 14:00 (Latvian time).**
     2. The Tender has to be submitted to the Contracting Authority within the term set by the Contest Regulations. The Tender may be submitted in person, delivered by courier to the secretary at business days starting from 8:00 a.m. till 15:00 p.m. or sent by post
     3. The Tenderer shall undertake the risk for delivery of the Tender in time. The Tender sent by post shall be delivered before the date and to the location indicated in Clause 6.1.1 herein.
     4. Tenders which will be received after the expiration of the term specified in the Contest Regulations, will be returned unopened, regardless of the reason for the delay.

# Tender Validity

* + 1. Tender shall remain valid for 90 days after the deadline for the submission of Tender specified in Clause 6.1.1. The Tender shall remain binding upon the Tenderer during the entire validity period of the Tender.
    2. In exceptional circumstances the Contracting Authority may request the Tenderers to extend the period of the Tender validity for a specified period of time. The Tenderer vested by the extension will not be permitted to modify his Tender, Tender prices or content.

# Amendment and Withdrawal of Tender

* + 1. The Tenderer may modify or withdraw his Tender, provided that written notice of the amendment and withdrawal is received by the Contracting Authority prior to the deadline for the submission of Tenders. Any amendments to the Tender or notices of withdrawal received after the deadline for the submission of Tenders or any extension thereof will not be taken into account.
    2. The Tender modification or withdrawal notice shall be prepared, marked and submitted in the same way as the Tender and mark respectively as **“Tender Amendment”** or **“Tender Withdrawal”.**

# Opening of Tenders

* + 1. Tender documents, including Tender Amendments and Tender Withdrawals, shall be opened by the Contest Committee, in the conference room of the JSC “Conexus Baltic Grid”, 14 Stigu street, Riga, LV-1021, Latvia on ***August 12*, *2020, 14:00*** (Latvian time).
    2. Opening of Tenders before the due time is not permitted.
    3. Only those Tenders received by the Contracting Authority on or before the date and time specified in the Contest Regulations will be opened by the Contest Committee. For late Tender and the Tender the withdrawal of which is accepted, the Tender will be returned unopened to the address specified on the envelope.
    4. Envelopes bearing the inscription “Tender Withdrawal” shall be opened first. Tender documents, in respect of which a notice of withdrawal is submitted, shall not be opened. Withdrawal is unconditional and excludes the Tenderer's further participation in the Contest.
    5. Envelopes bearing the inscription "Tender Amendment” shall be opened consecutively with the opening of the respective Tenderer’s envelope with Tender documents.
    6. Members of the Contest Committee shall put their signatures on the Tenders and Amendments submitted by the Tenderers.
    7. During the Tender opening procedure the names of the Tenderers and the Prices of the Tender shall be stated in the record of the Contest Committee.
    8. Representatives of the Tenderers **areallowed to participate in the opening of Tenders**. During the Tender opening procedure the Tenderers’ representatives present with an identity document shall submit a power of attorney that authorises them to present the company, announce the name and address of the Tenderer they represent, as well as their name, surname, position, phone number and e-mail.
    9. The Chairman of the Contest Committee or another member of the Contest Committee shall open the Tenders in the order of there submission and naming the Tenderer, the time of the submission of the Tender, the price tendered and other information, which characterises the Tender, indicating them in the record of the Contest Committee.
    10. Tenderers’ representatives do not participate in further process of the Contest. The Contest Committee evaluates tenders in closed meetings.

# TENDER SELECTION CRITERIA AND PROCEDURE

# Procedure for the Selection of Tenders

* + 1. The content and evaluation of Tenders is a commercial secret and Tenders’ evaluation process respects the principle of confidentiality. Only members of the Contest Committee, as well as experts invited, are permitted to take part in the Tenders’ evaluation.
    2. The Contest Committee shall carry out the evaluation of the Tenders in the following procedure:
  1. examination of conformity of the Tender and the Tenderers’ selection requirements in accordance with Clause 7.2;
  2. evaluation of the Technical Tenders in accordance with Clause 7.3;
  3. evaluation of the Financial Tenders in accordance with Clause 7.4;
  4. final evaluation of the Tenders in accordance with Clause 8.
     1. During the Tender evaluation, the Contest Committee has the right to ask any Tenderer:

1. to provide a written clarification of its Tender. The Tenderer shall send replies to such requests to the Contracting Authority by e-mail by the date and time specified in the request;
2. to attend a clarification meeting in order to specify the Tender details.

# Examination of conformity of the Tender and the Tenderers’ selection requirements

* + 1. Prior to the Tender evaluation, the Contest Committee shall assess Tenderers’ qualification and Tenderers’ compliance by examining the documents submitted in accordance with Clause 3. The Contest Committee shall reject any Tenderer without further evaluation of its Tender if the Tenderer is acknowledged noncompliant or not sufficiently qualified for the performance of the Contract.
    2. In the event of drawbacks found in the Tender, the Contest Committee will assess their materiality and decide on further consideration of the Tender. The Contest Committee is entitled not to consider the Tender, if it finds that:
       1. The Tender is not signed;
       2. The Tender has such arrangement non-compliances that have a significant effect on the assessment of the Tender;
       3. The validity term of the Tender does not correspond to the one specified in Clause 6.2. herein;
       4. The Tenderer has submitted several versions of the Tender in breach of Clause 1.4.1. herein.
    3. The Contest Committee will assess the compliance of the Tenderer with Clause 3.1 herein.
    4. The Tenderer will be excluded from the participation in the Contest, if it complies with any of the exclusion conditions referred to in Clause 3.1 herein. The Contest Committee will perform the examination of the exclusion conditions only for the Tenderer who, in accordance with the Contest Regulations, should be awarded the Contract.
    5. The Tender will be rejected if the Tenderer/Tender does not comply with any of the qualification requirements provided for in Clause 3.1 herein.
    6. The Contest Committee will evaluate each Tender, except of those excluded or rejected under Clause 7.2.

# Evaluation of the Technical Tenders

* + 1. The Contest Committee will assess the compliance of the Tender with the requirements set out in Clause 3.2.3. of the Contest Regulations and the Technical Specification.
    2. The Tender will be rejected if the Contest Committee finds that the documents of the Technical Tender have not been submitted or such documents or their content do not comply with the requirements of the Contest Regulations and/or the Technical Specification.

# Evaluation of the Financial Tenders

* + 1. If Tender prices are quoted in different currencies, the Contest Committee will, in order to facilitate the evaluation and comparison of the Tenders, convert the Tender prices into EUR in accordance with the currency exchange rate stated by European Central Bank on the day of the Tender opening.
    2. The Tender price will be increased or decreased by the following amounts:

1. corrections of arithmetic errors as described below;
2. scope of supplies included in the Tender price might be corrected, during the Tender evaluation by the Contracting Authority.
   * 1. The Contest Committee will check the Tenders for arithmetic errors and correct them as follows:
3. if the total price of the cost item will differ from the unit price multiplied with the quantity of units, the total price of the cost item will be corrected;
4. if the total price will differ from the sum of cost items, the total price will be corrected.
   * 1. In case of any inconsistency between the numerical value designations in words and numbers, the word designation shall prevail.
     2. The Tenderer shall confirm in writing the corrections of arithmetic errors made by the Contest Committee and the new prices will be regarded as binding on the Tenderer. If the Tenderer does not accept the correction of errors pursuant to the procedure above, the respective Tender will be rejected.
     3. An unreasonably cheap Tender:
        1. The Contest Committee will check if the Tenderer has not quoted an unreasonably low price. If the Contest Committee finds the Tender to be unreasonably cheap, it will request the Tenderer in writing to explain in detail the relevant conditions for the implementation of the Tender.
        2. The Contest Committee will reject the Tender as unreasonably cheap, if the explanations provided do not justify the Tenderer's proposed low price or costs, or where the price or costs do not include costs related to the compliance with the requirements of the environmental, social and labour law and occupational safety laws and regulations and collective agreements.

# EVALUATION OF TENDERS AND DETERMINATION OF THE WINNER

# The Contest winner determination criterion is the most economically advantageous Tender, which will be selected taking into account the criteria provided for in this Clause.

# The maximum score of the assessment of the Tender is 100 points. The total score of the Tender (S) will be calculated according to the following formula: S = K1 + K2 + K3 + K4. The Tender with the largest total score according to the following criteria will be chosen as the most economically advantageous Tender:

|  |  |  |
| --- | --- | --- |
| **Evaluation criterion** | **Evaluation methodology** | **Maximum score** |
| **K1** –  total quoted Tender price in euros before the 21% VAT payable in the Republic of Latvia | The Tender with the lowest total quoted Tender price in EUR excluding VAT will be granted a maximum score – 70.  The scores to be granted to other Tenders shall be calculated as a proportion in relation to the lowest cost according to the following formula:  ,  where:  *– lowest total assessed price quoted (EUR* excluding *VAT);*  *- total assessed price of the current Tender (EUR* excluding *VAT).* | **70** |
| **K2 –**  Detailed project/technical description on performing the Works drawn up by the Tenderer. | The Tender compliance with the Technical Requirements and conformity of the Technical Tender to Clause 3.2.3. of the Contest Regulations will be evaluated as follows:  **Grade 0** - no information is provided or the information is completely inappropriate;  **Grade 1** - the information provided in the Tender indicates that the Tender has significant shortcomings in order to achieve the specified result;  **Grade 2** - the information provided in the Tender indicates that the Tender has partial shortcomings in order to achieve the specified result;  **Grade 3** - the information provided in the Tender indicates that the specified result is most likely to be achieved, there are high risks;  **Grade 4** - the information provided in the Tender indicates that the specified result is most likely to be achieved at minimal level, there are medium risks;  **Grade 5** - the information provided in the Tender is clear, precise and realistic, fully and convincingly indicates that the result will be achieved at high level, there are minimal risks.  Scores are awarded according to the assigned grade, using following formula:  **K2 = GRADE \* 20 / 5** | **20** |
| **K3 –**  Tenderer’s experience in cooperation with companies which are operating in any of the national liberalised gas markets within the European Union as foreseen in Directive 2009/73/EC of the European Parliament and of the Council of 13 July 2009 concerning common rules for the internal market in natural gas and repealing Directive 2003/55/EC (hereinafter – Open gas market). | Tenderer’s experience in cooperation with companies in Open gas market in European Union is evaluated by awarding the scores:    **5 scores** - Tenderer has wide (more than 3 partners/companies) experience (list of examples);    **3 scores** - Tenderer has a medium (2 or 3 partners/companies) experience (list of examples);    **1 score** - Tenderer has a minimal (1 partner/company) experience (list of examples). | **5** |
| **K4 –**  Tenderer’s personnel (offered specialists) additional competence, qualification and education. | Tenderer’s personnel (offered specialists) additional competence, qualification and education is evaluated by awarding the scores:    **5 scores** - Tenderer’s personnel (offered specialists) has wide additional competence, qualification and education for inspection of the field wellhead (Wellhead Survey);  **3 scores** - Tenderer’s personnel (offered specialists) has a medium additional competence, qualification and education for inspection of the field wellhead (Wellhead Survey);    **1 score** - Tenderer’s personnel (offered specialists) has a minimal additional competence, qualification and education for inspection of the field wellhead (Wellhead Survey). | **5** |

* 1. The obtained points in each evaluation stage are rounded to two decimal places (eg, if the number of points “5.765” is obtained, then the number of points to be awarded to the Tenderer is rounded to “5.77”).
  2. The Contest Committee will award the Contract to the Tenderer whose tender proposal is recognised as the most economically advantageous - it complies with the Terms of Reference and has acquired the largest score.
  3. The Contest Committee is not bound to award the Contract to the Tender with the lowest Tender price**.**
  4. If several Tenders have acquired the same highest score, the Contest Committee will select the Tender that has won the highest score in Evaluation criterion K1.
  5. The Contest Committee reserves the right to cancel the contesting process at any time prior to the deadline for submission of Tenders, or terminate the Contest without awarding the Contract prior to the signing of the foreseen Contract with the successful Tenderer, without thereby incurring any liability to the Tenderers.
  6. If only one Tender is submitted, the Contest Committee shall decide whether it is responsive and advantageous and whether it is possible to award the Contract to the sole Tenderer.
  7. If none of the Tenders submitted complies with the requirements of the Contest Regulations, the Contract Authority will take a decision to terminate the Contest.
  8. All Tenderers shall be notified in writing (sent by e- mail) of the Contest results.

# CONTRACT NEGOTIATIONS AND SIGNING OF CONTRACT

* 1. The Contracting Authority will invite the successful Tenderer to the Contract negotiations. Should the Contract negotiations prove unsatisfactory, the Contracting Authority reserves the rights to invite the next highest ranked Tenderer to the Contract negotiations or decide to close the Contest without awarding the Contract.
  2. The successful Tenderer shall, within the period of 30 days, after receiving an official letter by e-mail from the Contracting Authority of the results of the Contest, sign the Contract with the Contracting Authority.
  3. If the Tender is submitted by only one Tenderer, who has also been recognized as the winner of the Contest and is a recognized low-tax or tax-free countries or territories registered merchant or foreign operators, which is a related company with the Contract Authority according of the Law “On Corporate Income Tax”, before the Contract is concluded successful Tenderer shall be obliged to submit information on the transfer price basis and a justification of the transaction (price) correlation to the market price (value).
  4. If a Tenderer (a merchant or foreign operator) has been recognized as the winner of the Contest, developing a permanent representation office for the purpose of Tax Convention or the Law "On taxes and duties", the successful Tenderer shall be obliged to submit all the necessary supporting acknowledgements requested by the Contracting Authority associated with the permanent representation.
  5. If a Tenderer (a merchant or foreign operator) recognized as the winner of the Contest is not European Union Member State Resident, and it is prescribed to involve into fulfilment of the Tender the European Union Member State Resident (including Resident of the Republic of Latvia) as a subcontractor, the purchase agreement will include a Clause, that the subcontractor draws up the invoice for the subcontractor dispatched Works to the Contracting Authority.
  6. If the successful Tenderer fails to sign the Contract in accordance with Clause 9.2. of the Contest Regulations, the Contracting Authority reserves the right to annul the results of the Contest.
  7. If the Tender is submitted by an association of suppliers that is not registered at the Commercial Register or an equivalent foreign register, in case it is awarded the Contract it shall before signing the Contract at its own choice either register a partnership at the Commercial Register of the Register of Enterprises or an equivalent foreign register or to conclude a partnership agreement agreeing on the scope of responsibility of the members of the association of suppliers, as well as on the fact that the members of the association of suppliers are jointly and severally liable towards the Contracting Authority (hereinafter - the partnership agreement).
  8. If the association of suppliers that has submitted the Tender and has been awarded the Contract chooses to establish a general partnership, it shall within 20 (twenty) calendar days following the day of the adoption of the decision on awarding the Contract submit to the Contracting Authority references issued by the Commercial Register of the Register of Enterprises or a certified copy issued by the respective foreign institution or another document certifying the Tenderer’s legal capacity and capability, as well as a document certifying the VAT payer’s status of the Tenderer.
  9. If the association of suppliers that has submitted the Tender and has been awarded the Contract chooses to enter into a partnership agreement, it shall within 20 (twenty) calendar days following the day of the adoption of the decision on awarding the Contract agree on the distribution of responsibility of the members of the association of suppliers, in line with the distribution of responsibility specified in the Tender, as well as on joint and several liability towards the Contracting Authority, and submit to the Contracting Authority a certified copy of the partnership agreement, and if necessary, the power of attorney of the representative of the partnership.
  10. If the documents referred to in Clause 9.8. or 9.9. herein are not submitted to the Contracting Authority by the deadline specified therein, it will be considered that the Tenderer (the association of suppliers) has refused to sign the Contract, and the Contracting Authority shall be entitled to decide on awarding the Contract to the next Tenderer who has offered the most economically advantageous proposal.

# CONFIDENTIALITY

* 1. No communication between the Tenderers on the one hand and the Contracting Authority or the Contest Committee on the other hand shall take place during the tender proposals assessment period, except in cases provided for in the Contest Regulations.
  2. Information related to the number and names of the Tenderers shall not be disclosed until the Tender opening. Contents of the Tenders and Minutes of the Contest Committee’s meetings is a trade secret and shall not be disclosed to other Tenderers or third parties.
  3. The Contracting Authority shall not be responsible if the person submitting the Tender has not informed the data subjects of the processing of their data, has not received their consent or has not met any other data protection requirements concerning the data of the data subjects included in the Tender.

**11. ANNEXES**

There are 7 (seven) Annexes attached to the Contest Regulations:

Annex 1 – Technical specification on 6 pages;

Annex 2 – Letter of Application (Form) on 3 pages;

Annex 3 – Financial Tender (Form) on 2 pages;

Annex 4 – Tenderer’s statement of experience (Form) on 1 page;

Annex 5 - Tenderer’s statement of personnel experience, additional competence, qualification and education (Form) on 1 page;

Annex 6 - Information on subcontractors and persons on whose potential the applicant relies (Form) on 1 page;

Annex 7 - Statement of the subcontractor or the person on whose potential the tenderer relies (Form) on 1 page.

Chairman of the Contest Committee A. Tereševs

16 of July 2020.

**Annex No.1**

to the Contest Regulations of the Open Contest

“Wells blowout safety prevention”, ID Nr. PRO-2020/199

**TECHNICAL SPECIFICATION**

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| JSC “Conexus Baltic Grid” Inčukalns underground gas storage wells blowout safety prevention. |

1. **Purpose of the procurement**

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| Provide the well surface equipment and gas blowout safety inspection of the Inčukalns underground gas storage (Inčukalns UGS) by issuing blowout safety recommendations. |

1. **Introduction**

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| Inčukalns Underground Gas Storage (IUGS)) is located 40 km north-east from Riga (Latvia), its operation started in 1968 year. The maximum total storage volume is 4,445 billion m3. Cambrian aquifer reservoir is the object of storing gas, represented by medium-poorly cemented medium-fine-grained quartz sandstones with interlayers of siltstones, with an average thickness of 60m. The reservoir has a depth of 700-800m with good reservoir properties. The reservoir pressure during storage operation varies from 35 bar (min) in March (after gas withdrawal) to 105 bar (max) in October (after gas injection), hydrostatic pressure is of 70 bar. The period of minimum reservoir pressures (below hydrostatic) is from March to June. The reservoir contains sodium chloride waters with a mineralization of 106 g/l, the reservoir temperature is about 22°C. |

1. **Overview of the Object**

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| 93 production wells are used for gas injection (withdrawal). Most of the operational and observation wells (75 wells), after reconstruction, are equipped with packers and subsurface safety valves. The flow rate of the wells varies from 300 to 800 thousand. m3/day. There is a possibility of sanding.  Underground gas storage (reservoir) is controlled by 47 observation wells (perforated in the Cambrian layer). Three technical wells (perforated in the lower part of the Cambrian layer) can be used for the utilization of industrial wastewater (water obtained during the gas withdraw process). The collector layer is exposed by 4 geophysical wells that are not perforated.  Operation and monitoring wells are located in an area of 5 × 25 km.  Inčukalns UGS has a multi-level complex monitoring system, it’s includes monthly well inspections, technical well diagnostics and industrial safety expertise are performed.  The operation of wells is set by the following industry standards:  LVS 364: 2011 - “Operation, maintenance and repair of natural gas storage in aquifers and transmission pipelines system” and JSC “Conexus Baltic Grid” natural gas storage system and transmission system technical maintenance regulations [DUSUPSTUN];  LVS NS GS 08-2009 - “Operating conditions of underground gas storage wells with annulus casing pressures”;  LV NS GS-09:2009 - Operational safety rules for underground gas storage systems;  LV NS GS 21:2011 - Underground gas storage. Technical diagnostics of wells;  LV NS GS 21:2011 - Underground gas storage. Christmas tree and well equipment. Production safety expertise and technical diagnostics. |

1. **Content and scope of works**

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| 4.1. In accordance with the standard LVS 364: 2011 “Operation, maintenance and repair of natural gas storage in aquifers and transmission pipelines system” and JSC “Conexus Baltic Grid” natural gas storage system and gas transfer system technical maintenance regulations [DUSUPSTUN] p. 1.3.2. “Safety Inspection of Well Boundaries and Gas blowout”, p. 1.3.3. “Inspection of technical, technological and organizational resources for the safety of the gas storage blowout” and p. 1.3.4. "Issuance blowout safety recommendations" by certified, accredited and specialized contractors which has competence and experience, to perform the work. |
| 4.2. The Contractor performs two times a year (50% of the wells to be inspected each half of the Year): |
| 4.2.1. production, observation, geophysical and technical wells (located in area of gas distribution) surface equipment and gas blowout safety inspection: |
| 4.2.1.1. completion of well surface equipment; |
| 4.2.1.2. evaluate the tightness of well surface equipment elements; |
| 4.2.1.3. evaluate an annulus (between protection and production casing) pressures; |
| 4.2.1.4. evaluate an annulus (between production casing and tubing) pressures (in wells equipped with packers); |
| 4.2.1.5. compliance with safety regulations at well and it protection zone (50 m radius); |
| 4.2.2. Inspection of technical, technological and organizational blowout safety resources of Inčukalns UGS; |
| 4.2.3. based on the results of the inspection, prepared recommendations of a blowout safety; |
| 4.2.4. preparation of the inspection report and coordination with the customer. |

1. **Requirements and conditions for work performance**

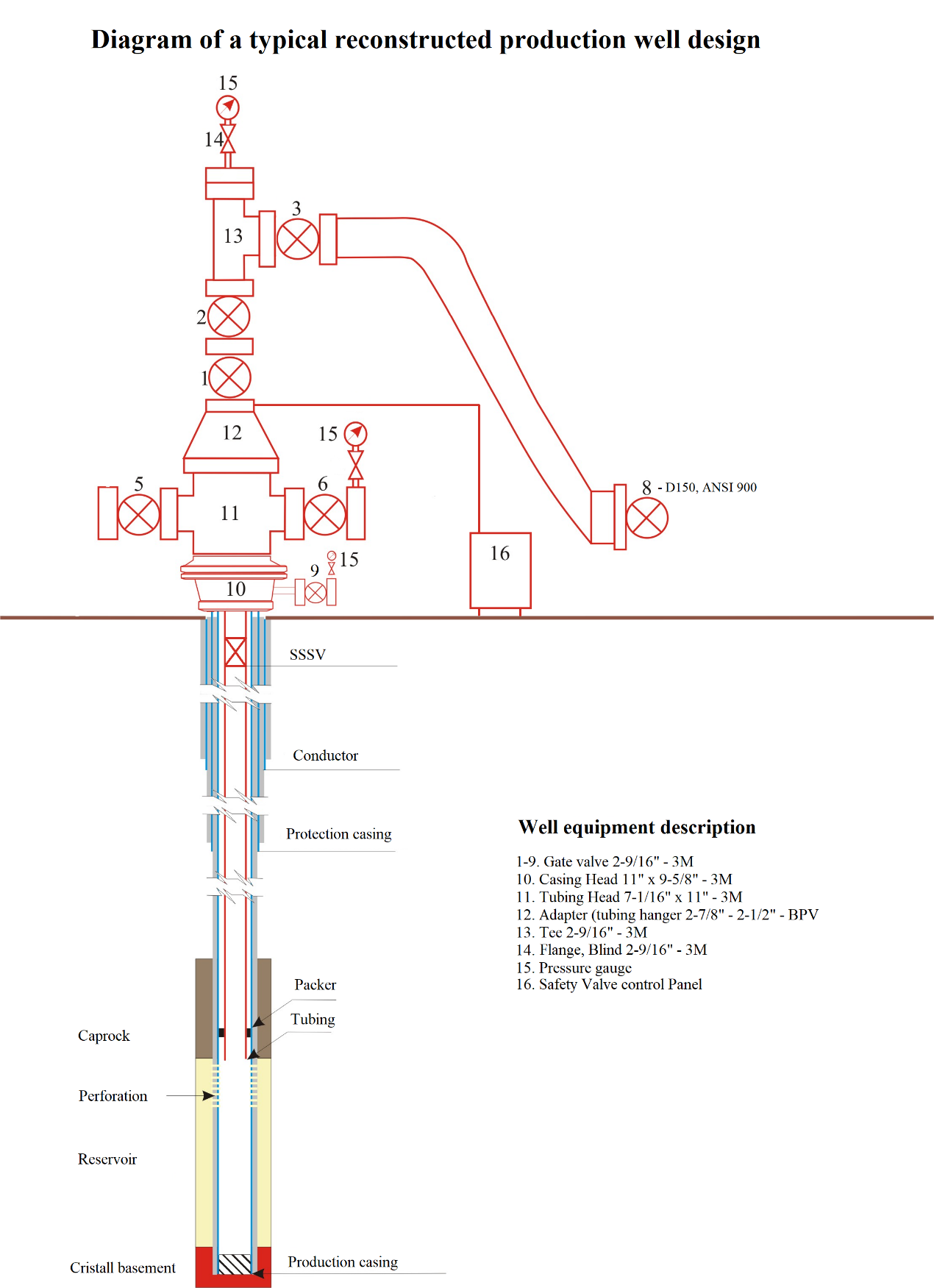
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| 5.1. The Contractor shall be guided by accepted normative documents of JSC “Conexus Baltic Grid”, presented in p.2, ISO 10423: 2009 “Petroleum and natural gas industries - Drilling and production equipment - Wellhead and Christmas tree equipment” (analogue API 6A), comply with the LR laws of labor protection, fire safety, nature protection and other regulations. The Contractor should be guided in the audit of the ISO EN 10423 (API 6A) standard. |
| 5.2. Prior begin work, the Contractor shall submit a “work plan” and coordinate with the Head of the Geological Survey of the Inčukalns UGS. |
| 5.3 Prior begin work, the Contractor shall submit to the Customer a list of the Contractor's employees who will perform the works. |
| 5.4. Prior begin work, the Contractor's supervisor must be instructed by the Inčukalns UGS technical control and safety engineer. |
| 5.5. During the safety prevention, all labor rights, equipment operation, etc. must be observed by regulations. The Contractor is responsible for the safety of his employees during operations. |
| 5.6. The Contractor is responsible for the damage caused to the Customer's property or technological process of Inčukalns UGS. |
| 5.7. During work, the Customer has the right to terminate the performance of works, if it’s required by safety and technological process, or if the Contractor does not comply with the requirements of work safety, environmental protection, fire safety or internal regulations. |
| 5.8. During the safety prevention if it’s necessary to perform the works besides working hours (8:00 - 17:00), the time, place and duration of the actions must be coordinated with the head of the Geological Survey of Inčukalns UGS. |
| 5.9. Any derogations from the requirements mentioned in the Technical Requirements must be coordinated with the Head of the Geological Survey of Inčukalns UGS. |
| 5.10. The Customer will provide the Contractor with transportation in the territory of Inčukalns UGS. |
| 5.11. The Customer provides access to all wells. |
| 5.12. The Customer provides the Contractor with calibrated manometers and a gas analyzer. |
| 5.13. The Customer provides the Contractor with well documentation and the results of previous years' work (in Russian, Latvian). |
| 5.14. The Customer reserves the right to change the work execution solution and change the scope of work, for which additional agreements will be concluded with the Contractor. |
| 5.15. In case of interstate movement restrictions (pandemics, etc.), the Contractor agreed with the Customer on the form of remote interactive inspection.   1. **List of documentation from The Contractor:** |

* 1. Copies of appropriate licenses, training of personnel for the liquidation of gas blow outs and performance of emergency recovery works in gas wells;
  2. acknowledgment of personnel training (supervisor) to carry out preventive works to prevent accidents at wells, as well as to monitor the progress of repair works at gas wells of the Customer.

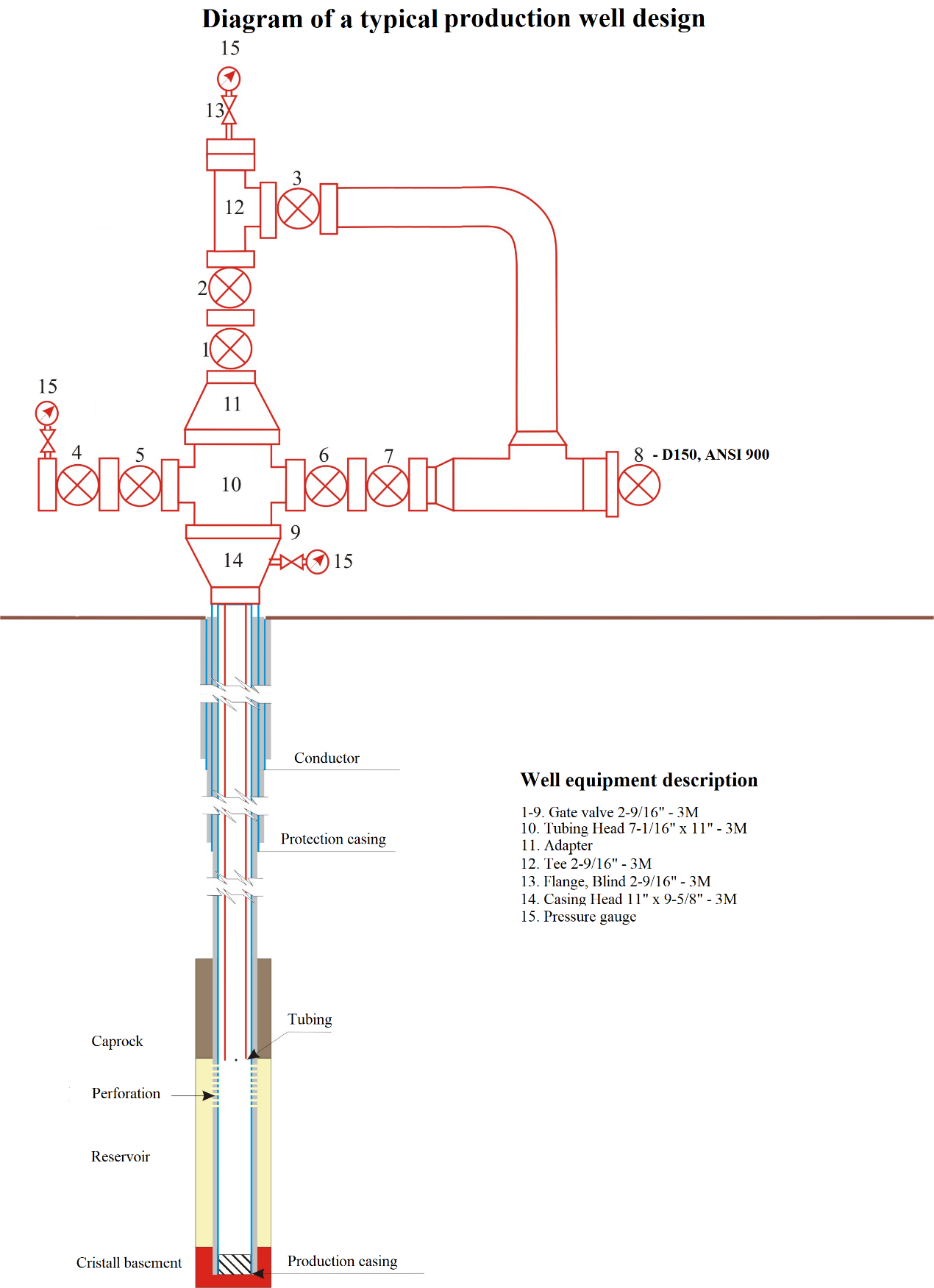
1. **Terms of work performance**

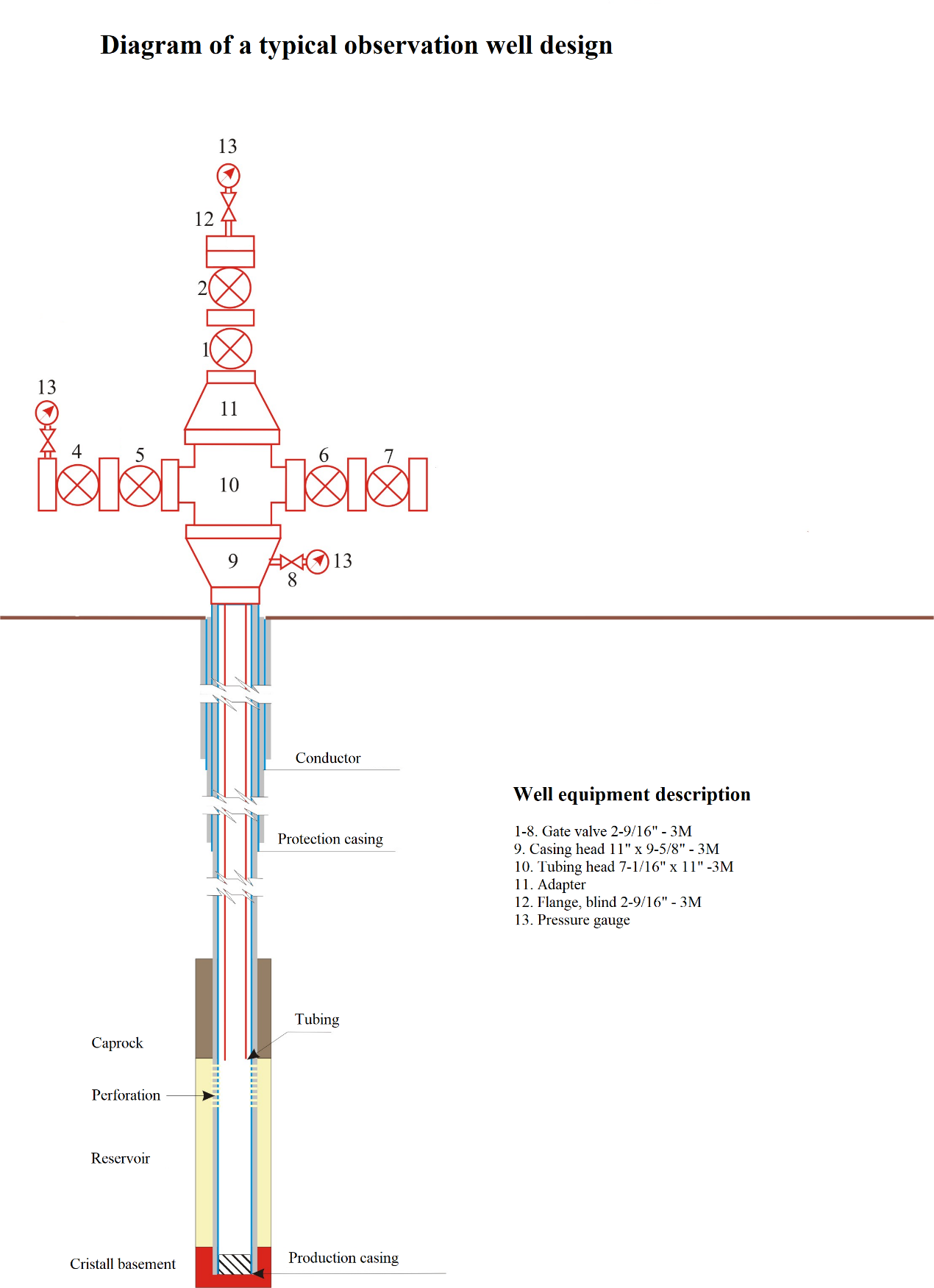
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| Begin: 01 September 2020  End: 30 March 2023 |

ANNEX I of Technical Specification









Head of Geological Survey of Incukalns UGS \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Inta Karvonena

Deputy Head of Geological Survey of Incukalns UGS \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Edgars Birgers

**Annex No. 2**

to the Contest Regulations of the Open Contest

“Wells blowout safety prevention”, ID Nr. PRO-2020/199

# LETTER OF APPLICATION FORM

# for the participation in the Open Contest

# “Wells blowout safety prevention”

**ID Nr. PRO-2020/199**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020

To: Joint Stock Company “Conexus Baltic Grid”

14 Stigu Street, Riga, LV-1021, Latvia

*-------------------------------------------------------------------------------------------------------------------*

In accordance with the Contest Regulations, we, the undersigned, hereby confirm our agreement to the provisions of the Contest Regulations. We offer to provide \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in accordance with the requirements of the Technical Specification and the Contest Regulations for the contract price (-s) indicated in the financial proposal.

1. Information on the Tenderer:
   1. Tenderer’s name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
   2. Registered with No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
   3. Tax payer’s registration No.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
   4. Legal address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
   5. Office address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
   6. Contact person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(given name, surname, position)

* 1. Telephone No.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
  2. E-mail address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. If the Tenderer is an association of suppliers or a partnership of suppliers:
   1. The person representing the association of suppliers or the partnership of suppliers in the Contest:

\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

* 1. The scope of responsibility of each member of the association of suppliers or partnership of suppliers:

.

1. We hereby certify that the documents attached hereto represent this Tender.
2. Information and documents included in our Tender are complete and true
3. We have examined all documents of the Contest Regulations, their clarifications, amendments and modifications and we fully understand the requirements and conditions of the Contest and agree to them.
4. We hereby confirm that our Tender is valid for a period of 90 days after the date for the submission of tenders and can be accepted at any time prior to the expiry of its validity.
5. We hereby certify that we are not interested in any other proposal submitted under this Contest.
6. We confirm that this Tender was drawn up and submitted independently of competitors\* and without any consultations, contracts or agreements or any other communication with competitors\*.
7. We confirm that <Tenderer’s name> had no communication with competitors\* as to the prices, price calculation methods, factors (circumstances) or formulas, as well as competitors’\* intention or decision to participate or not to participate in the Contest or submission of tender proposals, which do not meet the requirements of the Contest or as to the quality, volume, specification, performance, delivery or other terms to be handled independently of competitors\*, the products or services relating to this Contest.
8. We confirm that < Tenderer’s name> has not disclosed and will not disclose intentionally, directly or indirectly conditions of the Tender to any competitor\* before the official Tender opening date and time, or before awarding the right to enter into the contract.
9. We shall not perform any fraudulent and corrupt activities in the procurement process, we shall observe the requirements of the laws and regulations governing competition, we shall not participate in transactions restricting competition, nor allow the situations of conflict of interest in mutual cooperation.
10. We certify that the data of the data subjects included in our Tender comply with the requirements of the laws and regulations regulating personal data protection.
11. We certify that we have informed the data subjects included in our Tender about the data processing in accordance with Article 13 of the General Data Protection Regulation.
12. We certify that we have received the consent to data processing of the data subjects included in our Tender / we have processed the data on another legally valid basis.
13. We certify that, at the request of the Contracting Authority, we can demonstrate compliance with the data protection requirements concerning the processing of data of the data subjects included in our Tender.
14. We point out that page \_\_\_\_\_\_\_ of the Tender contains information that is to be considered as confidential/commercial secret in accordance with Section 19 of the Commercial Law.
15. We confirm that no international or national sanctions or major sanctions (including sanctions for proliferation financing) by a member state of the European Union or NATO affecting the interests of the financial and capital market that have an impact on the performance of the Contract under this Contest have been imposed against us as the Tenderer, or member of our board or council, beneficial owner, a person having the right of representation or proctor, or a person who is authorized to represent the Tenderer in activities related to a branch, or member of a partnership, or member of the board or council, its beneficial owner, a person having the right of representation or proctor, if the tenderer is a partnership.
16. We have carefully examined the scope of procurement and the Technical Specification, and our Tender price contains all costs associated with the performance of the Works, including the costs of materials and transport and the taxes and duties payable in accordance with the requirements of the Contest Regulations.
17. The Tenderer meets the following entrepreneur status (**mark as appropriate**):

* Small enterprise (an enterprise which employs fewer than 50 persons and which have an annual turnover and/or annual balance in total not exceeding EUR 10 million);
* Medium enterprise (an enterprise which is not a small business, and which employs fewer than 250 persons and which have an annual turnover not exceeding EUR 50 million, and/or annual balance in total not exceeding EUR 43 million);
* Large enterprise.

I hereby assume full liability for the content of the documentation submitted for the Contest, information contained herein, arrangement of documents and compliance with the Contest Regulations and Technical Specification of the Contest. The data and information submitted are true and fair.

The proposal document package consists of \_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_) pages.

Signature:

Given name, surname: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position:

The tender proposal has been drawn up and signed on \_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ 201\_.

stamp

*\* Competitor - any natural or legal person who is not the Applicant, and who submits a tender proposal for this procurement or who, taking into account his or her qualifications, abilities or experience, as well as goods or services offered, may submit a tender proposal.*

**Annex No. 3**

to the Contest Regulations of the Open Contest

“Wells blowout safety prevention”, ID Nr. PRO-2020/199

# FORM OF FINANCIAL TENDER

# “Wells blowout safety prevention”

**ID Nr. PRO-2020/199**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020

To: Joint Stock Company “Conexus Baltic Grid”

14 Stigu Street, Riga, LV-1021, Latvia

**Project:** Wells blowout safety prevention in 2020 – 2023

<Name of the Tenderer> offers the following prices:

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **№** | **Service description** | **Unit of measurement** | **Price per unit EUR excl. VAT** | **Number of units per half year** | **Total price per unit volume per half year EUR excl. VAT** | **Number of units per year** | **Total price per unit volume per year EUR excl. VAT** | **Number of units during the procurement contract** | **Total price per unit volume during the procurement contract EUR excl. VAT** |
| *1* | *2* | *3* | *4* | *5* | *6 = 4x5* | *7* | *8 = 4x7* | *9* | *10* |
| 1. | Blowout safety prevention works for one well | Unit |  | 70 |  | 140 |  | 420 |  |
| 2. | Other costs (e. g., mission expenses) |  |  |  |  |  |  |  |  |
| **TOTAL AMOUNT (excluding VAT)** | | | | |  | ***---*** |  | ***---*** |  |

**Total price of the Tender \_\_\_\_\_\_\_\_\_\_\_*with words*\_\_\_\_\_\_\_\_\_\_\_\_ in EUR (excluding VAT).**

1. The Contracting Authority has the right to request a detailed price formation mechanism.  
2. The Tenderer must include in the Tender all costs related to the performance of the procurement contract.  
3. The Tender must include all taxes, duties and other charges, except for value added tax (hereinafter referred to as VAT).  
4. The Tender price must be calculated and indicated to the nearest 2 (two) decimal places.

The financial proposal covers all the costs required for the fulfilment of the procurement contract.

We hereby certify that the data and information submitted are true and fair, as well as compliant with the Terms of Reference of the Tender procedure.

Signature of the authorized person and the seal of the company

Signatory’s name, surname, position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_

**Annex No. 4**

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**TENDERER’S STATEMENT OF EXPERIENCE FORM**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No.** | **Customer\***  **(name)** | **Contract**  **period\*** | **Scope and description of the subject matter of the contract\*** | **Customer’s contact person (name, position, telephone number, e-mail) \*, \*\*** |
| 1. | ... |  |  |  |
| ... |  |  |  |  |

\* - all fields are mandatory;

\*\* - the Procurement Committee has the right to contact the designated contact person for feedback or additional information.

We hereby certify that the data and information submitted are true and fair, as well as compliant with the Contest Regulations.

Signature of the authorized person and the seal of the company

Signatory’s name, surname, position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_

**Annex No. 5**

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**TENDERER’S STATEMENT OF PERSONELL EXPERIENCE, ADDITIONAL COMPETENCE, QUALIFICATION AND EDUCATION (FORM)**

* + - * 1. **Tenderer’s personnel’s responsible for the performance of contract experience**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No** | **Name, Second name** | **Project experience, type of Work, Contractual partner (name)** | **Period of work, month/ year** | **Description of works performed** | **Person for Contractual Partner: name, position, telephone number, e-mail**  **(For references\*)** |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

\* - the Contest Committee has the right to contact the designated contact person for feedback or additional information.

* + - * 1. **Tenderer’s personnel’s qualification / education:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* + - * 1. **Tenderer’s personnel’s additional competence, qualification, education, training:**

|  |  |
| --- | --- |
| Name of the Tenderer: |  |
| Name and position of the authorized person: |  |
| Signature of the authorized person: |  |

**Annex No. 6**

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**INFORMATION ON SUBCONTRACTORS AND PERSONS ON WHOSE POTENTIAL THE TENDERER RELIES**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No.** | **Subcontractor/person on whose potential the Tenderer relies**  ***/Name/ Given name, surname /***  **registration number/ personal identity number** | **Selection requirement (according to the Contest Regulations) for the performance of which the Tenderer relies on the person** | **Description of the Works to be entrusted to the subcontractor/person on whose potential the Tenderer relies**  **in accordance with the list of Works specified in the Technical Specification** | **Value of the Works to be entrusted to the Subcontractor/person on whose potential the procurement relies, in % of the total value of the procurement contract** |
| **1.** |  |  |  |  |
| **2.** |  |  |  |  |

We hereby certify that the data and information submitted are true and fair, as well as compliant with the Contest Regulations.

|  |  |
| --- | --- |
| Name of the Tenderer: |  |
| Name and position of the authorized person: |  |
| Signature of the authorized person: |  |

**Annex No. 7**

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**STATEMENT OF THE SUBCONTRACTOR OR**

**THE PERSON ON WHOSE POTENTIAL THE TENDERER RELIES**

Hereby [*the name, registration number and legal address of the subcontractor, person*] certifies that in case that the Tenderer [name, reg. no., legal address] is recognized as the winner of the Open Contest “Wells blowout safety prevention”, ID Nr. PRO-2020/199, our company as a subcontractor /person, on whose potential the Tenderer relies, undertakes the following:

* 1. To perform the following works in accordance with the Technical Specification:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

* 1. To hand over at the disposal of the Tenderer the following resources for performing the procurement contract:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(position) (name, surname)

(seal)