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**Akciju sabiedrība “Conexus Baltic Grid”**

Reģistrācijas Nr. 40203041605

Stigu iela 14, Rīga, LV-1021

67087900, 67087999, info@conexus.lv

**ATKLĀTA SARUNU PROCEDŪRA**

**“Inčukalna pazemes gāzes krātuves tehnoloģiskā uzraudzība”**

**NOLIKUMS**

(Iepirkuma identifikācijas numurs PRO-2022/141)

**OPEN NEGOTIATED PROCEDURE**

**“Services of technological supervision**

**of Incukalns underground gas storage”**

**REGULATIONS**

(Procurement identification number PRO-2022/141)

Riga, 2022

1. **GENERAL TERMS**

# The organizer of the open negotiated procedure is Joint Stock Company "Conexus Baltic Grid", Unified Reg. No 40203041605, Address: Stigu street 14, Rīga, LV-1021, Latvia, (hereinafter Public Service Provider/Customer/Contracting Authority).

# The procurement “Services of technological supervision of Incukalns underground gas storage”, ID No. PRO-2022/241 (hereinafter referred to as "Procurement", "Procurement procedure", "Negotiated procedure"), is organised as an open negotiated procedure in accordance with the requirements of Interior procurement procedure of the Customer, and participation in the Procurement is open to any economic operator - a natural person or a legal person or an association of such persons in any combination thereof which offer to perform construction works, supply products or provide services accordingly – hereinafter referred to as "Supplier", "Economic operator".

# The procurement is open to any Economic operator: legal entity established in a NATO country, NATO Contact Country (Australia, Japan, New Zealand, Republic of Korea (South Korea)), European Union or European Economic Area (hereinafter - EEA) member state and its real beneficiary is a citizen of NATO country, NATO Contact Country (Australia, Japan, New Zealand, Republic of Korea), a citizen of a European Union or EEA country or a natural person who is a citizen of NATO country, NATO Contact Country (Australia, Japan, New Zealand, Republic of Korea), European Union or EEA country.

# The Procurement is organized by Procurement Committee (hereinafter - the Committee or the Commission) approved by the decision of the Board of JSC “Conexus Baltic Grid”.

# The Procurement is organized by publishing the Procurement regulations (hereinafter – the procurement documents, the procurement procedure documents, the Regulations, the Procurement Regulations), any amendments thereof, answers to the questions of suppliers on the Contracting Authority’s website (<http://www.conexus.lv>).

# Notice on the Procurement Regulations and any amendments are also published on the website of the Procurement Monitoring Bureau (<https://info.iub.gov.lv/lv/meklet/sps/1>).

# The Tenderer – a supplier/economic operator, who has submitted a tender (hereinafter – the Tender).

# The purpose of the Procurement is, ensuring competition, openness and efficient use of the Customer's funds, to enter into the Contract with Tenderer that has submitted the most economically advantageous Tender.

# The exchange of information between the Customer and Economic operators/Tenderers shall take place electronically by using EIS tools, or by e-mail, or by sending documents signed with a secure electronic signature, or by attaching a scanned document to electronic mail, or by sending documents by mail. Oral information is not binding within the framework of the negotiated procedure

# The authorized representatives of the Contracting Authority who will provide information:

# with regard to the technical requirements of the Procurement (Technical specification): Head of Geological Survey Kristaps Martinsons, mobile phone +371 28602449, e-mail: [Kristaps.Martinsons@conexus.lv](mailto:Kristaps.Martinsons@conexus.lv);

# with regard to the procedure of the Procurement and the Procurement Regulations - Leading Procurement Specialist of the Procurement Division of the Legal Department Aleksandrs Tereševs, phone +371 67087924, mobile phone +371 26310214, e-mail: [aleksandrs.teresevs@conexus.lv](mailto:aleksandrs.teresevs@conexus.lv).

# If the supplier has timely requested additional information on the requirements provided for in the Regulations, the Customer will answer within 5 (five) working days, but not later than 6 (six) calendar days prior to the deadline for application submission, and will post answers, stating also the submitted questions, on the Contracting Authority’s website (<http://www.conexus.lv>/iepirkumi).

# The Tenderer shall carefully examine the Procurement Regulations and shall assume full responsibility for the Tender’s compliance with the requirements of the Procurement Regulations and its Annexes.

* 1. Submission of the Tender implies clear and outright intention to participate in the Procurement and acceptance of terms and conditions of the Procurement Regulations, certifying understanding about the requirements included in the Procurement Regulations. The above-mentioned Tender is legally binding on the Tenderer who submitted it. Deficiencies or discrepancies of the Tender or misstatements in the Procurement Regulations discovered later do not give the Tenderer a reason to increase the price of the Tender or extend the term of performance of the Contract.
  2. Each Tenderer may submit only one Tender. The Tender must be submitted for the entire amount of the procurement subject.
  3. It is not allowed for the Tenderer to submit several variants of the Tender.
  4. The Contracting Authority is not responsible for the incompletely prepared Tenders, if the Tenderer has not taken into account the amendments, changes, answers provided and clarifications on the Procurement Regulations, which have been posted on the Contracting Authority’s website (<http://www.conexus.lv>/iepirkumi).
  5. The Tenderer shall bear all costs associated with the preparation and submission of its Tender. Submission of the tender is an expression of the Tenderer's free will, thereof, the Contracting Authority will in no case be responsible or liable for those costs, regardless of the outcome of the tendering process.
  6. Subcontracting is permitted providing that the whole contractual liability remains with the Tenderer. Intention by the Tenderer to sign subcontract about a certain part of the Tender shall be clearly stated in the Tender, as well as the documents confirming the Subcontractor(s) qualification, accordingly Clause 3 has to be provided.

1. **INFORMATION ON THE SUBJECT OF THE PROCUREMENT**
   1. The Subject of the Procurement is providing Services of technological supervision of Incukalns Underground Gas Storage operation in 2022-2025 (hereinafter - the Works) in accordance with the Technical Specification (Annex No. 2), the Tender submitted by the Tenderer, terms of the Contract and the laws and regulations of the Republic of Latvia and the European Union.
   2. Procurement subject nomenclature (further – CPV codes):
      1. Primary CPV code: 76000000-3 (Services related to the oil and gas industry).
   3. Execution place of the contract: JSC “Conexus Baltic Grid”, Incukalns Underground Gas Storage, Krimulda parish, Sigulda district, LV-2144, Latvia.
   4. Term of performance of the Contract: The Supervision Works start form October 01, 2022. and shall be completed by September 30,2025.
   5. The Tender selection criterion is the most economically advantageous Tender, which is determined considering the criteria provided for in Paragraph. 6.5.
   6. The Customer is not bound by the specified amounts, i.e., the Customer is not obliged to order and pay for the full amount of the specified goods / works / services.
2. **TENDERER SELECTION REQUIREMENTS, DOCUMENTS TO BE SUBMITTED**

## Tenderer selection requirements:

* + 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** | | | |
| **No.** | **Exclusion condition, according to which the Tenderer shall be excluded from the participation in the Procurement** | **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 has been stated that the Tenderer has tax arrears (including state mandatory social security contribution arrears) in Latvia or the country, where it is registered or permanently resident, the total amount of which in any of the countries exceeds 150 euro, on the last day of the application and tender submission period or on the day of the decision awarding potential contract conclusion right. | Documents do not need to be submitted.  The Contracting Authority will check non-eligibility of this exclusion condition taking into account the information posted in the information system stipulated by the Cabinet on the date of the last data update of the public tax debtors' database of the State Revenue Service and the Administration System of Immovable Property Tax. | A statement, explanation issued by the relevant foreign competent authority or extract / printout from the database of the relevant state institution or a public database. |
| 3.1.1.2. | Insolvency proceedings have been declared for the tenderer, the economic activity of the tenderer has been suspended, or the tenderer is being liquidated. | Documents do not need to be submitted.  The Contracting Authority will check non-eligibility of this exclusion condition in the Register of Enterprises. | A statement, explanation issued by the relevant foreign competent authority or extract / printout from the database of the relevant state institution or a public database. |
| 3.1.1.3. | The Tenderer has provided false information to certify the conformity with the provisions referred to in this Section or the qualification requirements for the tenderers laid down in this Section, or has failed to submit 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. | |
| 3.1.1.4. | 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. | 1) Confirmation (included in the Letter of Application Form in Annex No. 1) that in relation to the Tenderer, a member of the Tenderer's Board or Council, the beneficial owner, the person entitled to represent or the procurator, or the person authorized to represent the Tenderer in activities related to the branch, no international or national sanctions or significant sanctions of a member state of the European Union or a North Atlantic Treaty organization affecting the interests of the financial and capital market have been imposed.  2) The Contracting Authority will check non-eligibility of this exclusion condition in the Register of Enterprises and on the websites:  - <https://sankcijas.fid.gov.lv/> - <https://www.sanctionsmap.eu/#/main>  - https://sanctionssearch.ofac.treas.gov/ | 1) Confirmation (included in the Letter of Application Form in Annex No. 1) that in relation to the Tenderer, a member of the Tenderer's Board or Council, the beneficial owner, the person entitled to represent or the procurator, or the person authorized to represent the Tenderer in activities related to the branch, no international or national sanctions or significant sanctions of a member state of the European Union or a North Atlantic Treaty organization affecting the interests of the financial and capital market have been imposed.  2) A statement issued by the respective state institution or extract / printout from the respective state institution database containing information about the Tenderer, members of the Tenderer's board or council, the beneficial owner, the person entitled to represent or the procurator, or the person authorized to represent the Tenderer in activities related to the branch.  3) The Customer will check non-eligibility of this exclusion condition on the websites:  - <https://sankcijas.fid.gov.lv/>  - <https://www.sanctionsmap.eu/#/main>  - <https://sanctionssearch.ofac.treas.gov/> |
| 3.1.1.5. | The conditions referred to in Clause 3.1.1.1. – 3.1.1.9 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. – 3.1.1.9 herein. | See Clause 3.1.1.1. – 3.1.1.9 herein. |
| 3.1.1.6. | The conditions referred to in Clause 3.1.1.1. – 3.1.1.8 herein apply to Tenderer's subcontractor, if the value of the works to be performed or services provided by this subcontractor is at least 10 percent of the total value of the Contract. | See Clause 3.1.1.1. – 3.1.1.8 herein. | See Clause 3.1.1.1. – 3.1.1.8 herein. |
| 3.1.1.7. | The Customer is entitled to request opinions / conclusions / recommendations from the state security authorities regarding the Tenderer, its specialists, members of the partnership (if the Tenderer is a partnership), members of the suppliers' association (if the Tenderer is a suppliers' association). | Documents do not need to be submitted.  The Customer has the right to request additional information, documents that may be required. | |
| **qualification requirements** | | | |
| **No.** | **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** |
| 3.1.1.8. | 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 is:  a legal entity that is registered in the cases specified in regulatory enactments in a NATO country, NATO Contact Country (Australia, Japan, New Zealand, Republic of Korea), European Union or European Economic Area (hereinafter - EEA) member state and its real beneficiary is NATO country, NATO Contact Country (Australia, Japan, New Zealand, Republic of Korea), a citizen of the European Union or an EEA country  or  a natural person who is a citizen of NATO country, NATO Contact Country (Australia, Japan, New Zealand, Republic of Korea), the European Union or an EEA country. | Documents do not need to be submitted.  The Public Service Provider will check this condition in public database of the Register of Enterprises. | Copy of registration certificate, a statement issued by the respective state institution or extract / printout from the respective state institution database. |
| 3.1.1.9. | The Tenderer’s official who has signed the Tender documents has signatory (representation) rights. | The Customer 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.  Where the tender is submitted by an association of persons and the application is signed by an authorised person of all the members of the association of persons, the offer shall include a document signed by the signatory persons of all the members of the association of persons, specifying the authorised representative of the members of the association of persons and the extent of their powers. | 1) 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.  2) A power of attorney issued to another person to sign the Tender, if other person has been appointed to sign the documents.  3) Where the tender is submitted by an association of persons and the application is signed by an authorised person of all the members of the association of persons, the offer shall include a document signed by the signatory persons of all the members of the association of persons, specifying the authorised representative of the members of the association of persons and the extent of their powers. |
| 3.1.1.10. | The Tenderer over the last 5 (five) years (2017, 2018, 2019, 2020, 2021 or later to the date of submission of the Tender) has successful experience in providing similar technological supervision works of underground gas storage – at least 2 contracts, which are equal to the procurement subject, completed.  *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.* | 1. Information completed in accordance with Annex No. 4 “Tenderer’s statement of experience”, which contains all the information for last 5 year period, so that the Customer can clearly verify the Tenderer’s compliance with the requirements referred to in this Clause. 2. For each contract/project certifying the experience shall be submitted: 3. positive client feedback or confirmation/declaration provided by the Tenderer, from which the Customer can clearly verify the Tenderer's compliance with the requirements referred to in this Clause, including but not limited to such information:  * business name of the client and subject of the contract; * a brief description of the subject of the contract, including all the information needed to verify compliance with the qualification requirements; * contact details (name, position, telephone, email) of the client´s person in charge.  1. other documents certifying the compliance of the objects concerned with the requirements of this Clause.   The Tenderer is entitled to certify the fulfillment of qualification requirements with any additional documents certifying the compliance of the objects concerned with the requirements of this Clause, inter alia, by submitting copies of transfer-acceptance certificates and / or client feedback.  To verify the compliance of the experience concerned, the Customer has the right to request additional information  *\* -*  *Except if the Tenderer refers to the experience in the cooperation with AS "Conexus Baltic Grid", in that case the information referred to in subsection 2) is not needed.* | |
| 3.1.1.11. | The Tenderer is not directly or indirectly related to PJSC “Gazprom” and its related companies (due to certification requirements). | Information inserted in Tender letter. | |

* + 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. In case the winner of the Procurement is recognized:
       1. in low-tax or tax-free countries or territories registered merchant or foreign operators, which is a related company with the Contracting Authority according of the Law “On Corporate Income Tax”, before the Contract is concluded successful the 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);
       2. 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 Contract will include a Clause, that the subcontractor draws up the invoice for the subcontractor provided Services to the Contracting Authority.
    3. Statements and other documents for the verification of the exclusion conditions, which in the cases provided for in the Procurement Regulations are issued by the competent institutions of the Republic of Latvia, will be accepted and recognized 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 recognized 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 Procurement Regulations. The Tenderer shall submit a separate European Single Procurement Document on each person on whose abilities they are based, to certify that their qualification complies with the requirements set forth by the Procurement 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 Procurement 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/>.

* + 1. During the evaluation of the Tenderer's compliance with the exclusion conditions, the Contracting Authority will act according to Paragraphs 6 – 13 and 15 – 16 of paragraph 48 of the Law on the Procurements of Public Service Providers.
    2. In case, if requested statement from the relevant foreign competent authority (containing the 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 or information that the beneficial owner cannot be identified) is not issued, these documents may be replaced by an oath or, if oath is not provided by the laws and regulations of the respective state, by a statement drawn up by the Tenderer itself or the subcontractor to a competent executive or judicial authority, a sworn notary or a competent authority of the respective sector in the country of registration of the Tenderer. The Contracting Authority may also individually obtain the information necessary for the verification of the Tenderer or subcontractor registered abroad provided for Section 11¹ Paragraph one of the Law on International Sanctions and National Sanctions of the Republic of Latvia.
    3. The subcontractor specified by the Tenderer, the value of provided services of which is at least 10 percent from the total value of the supply contract, is subject to the terms and conditions referred to in Clauses 3.1.1.1. - 3.1.1.7. of the Regulations (if a subcontractor is involved).
    4. The Public Service Provider may request the replacement of a subcontractor or a person on whose capabilities the Tenderer relies, if the exclusion criteria specified in Clause 3.1.1. of the Regulations are applicable to the said persons. If the Tenderer does not submit documents regarding a new, compliant subcontractor or a person on whose capabilities the Tenderer relies within 10 working days after sending such a request, the Public Service Provider shall exclude the Tenderer from participation in the procurement procedure.

## Documents to be submitted:

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

* + 1. Letter of application for participation in the Procurement, completed and executed in accordance with the model attached in Annex 1 to the Procurement Regulations.
    2. Tenderer's selection documents, in accordance with the provisions of Clause 3.1. of the Procurement 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 Procurement 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:
       1. The Technical tender shall be drawn up in accordance with the Technical Specification, using the Technical tender form (Annex No. 2).
       2. 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 Terms of References.
       3. The Tenderer is entitled to include in the technical Tender any other documents and information that the Tenderer deems necessary to indicate.
    4. The Financial Tender:
       1. The financial Tender shall be drawn up by the Tenderer and submitted in accordance with the form in Annex No. 3 to the Regulations.
       2. The Tenderer shall include in the Tender all costs related to the performance of the Contract, including all fees, taxes (except for value added tax (VAT)) that the Tenderer may incur in connection with the timely and high-quality performance of the Contract. Taxes and duties shall be included in the price of 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 in the event of Sub-clauses 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. In the financial offer, prices / amounts must be indicated in EUR without VAT. The total amount of positions and the total amount of the contract must be calculated and indicated to the nearest 2 (two) decimal places.
       2. The prices quoted by the Tenderer shall be fixed for the entire Contract execution term and they may not be subject to any subsequent recalculations, except as provided for in the Regulations and/or Contract.
       3. Items (rows) and their number may be added to the financial offer form, but the already indicated / defined columns may not be deleted.
       4. The Customer may request the Tenderer to submit a more detailed mechanism for the formation of the price / total amount of the Contract.
3. **SUBCONTRACTORS, STAFF, ENGAGEMENT AND REPLACEMENT OF SUBCONTRACTORS AND STAFF MEMBERS**
   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. Replacement of the personnel and subcontractors indicated in the tender is allowed only in accordance with the procedures and in the cases specified in the Regulations and the Contract. The Contracting Authority will not agree to the replacement of the personnel indicated in the Tender in the cases provided for in the Contract and the Regulations, as well as in cases when the proposed personnel do not meet the requirements set for the personnel in the Procurement Regulations or do not have at least the same qualifications and experience as the personnel evaluated when determining the most economically advantageous tender.
   4. Within the framework of the performance of the Contract, the replacement of the subcontractor specified in the Tender (involvement of another subcontractor) shall not be permitted if any of the following conditions exists:
      1. the proposed subcontractor does not comply with the requirements set for subcontractors specified in the Regulations;
      2. the proposed subcontractor, the value of the works or services to be provided is at least ten percent of the total value of the Contract, complies with the conditions for exclusion of tenderers referred to in subparagraph 3.1.1.2 - 3.1.1.8. of the Regulations;
      3. as a result of the change / involvement of the subcontractor, such amendments would be made to the Tenderer's Tender, which, if initially included in it, would affect the selection of the Tender in accordance with the Tender evaluation criteria specified in the Regulations.
   5. The Customer will agree to the replacement of the subcontractor indicated in the Tender, if the new subcontractor is not subject to the provisions of Article 4.4. in the following cases:
      1. The subcontractor indicated in the tender has notified in writing of the refusal to participate in the performance of the Contract;
      2. The subcontractor indicated in the tender complies with the conditions for exclusion of tenderers referred to in subparagraphs 3.1.1.1 (if applicable) and 3.1.1.2. - 3.1.1.8. of the Regulations.
   6. The Contracting Authority will decide to agree to or refuse replacement of staff or subcontractors of the Tenderer who has been awarded the Contract or engagement of new subcontractors in the performance of the procurement contract as soon as possible, but no later than within 5 (five) working days after all the information and documents required for making the decision are received.
   7. The Tenderer selected in the Procurement is responsible for ensuring that the rules on the replacement of personnel or subcontractors involved in the performance of the Contract or the involvement of new subcontractors in the performance of the Contract are also observed by the subcontractors involved.
   8. If the Contracting Authority in the course of performance of the Contract finds that the successful Tenderer (its subcontractor) has violated the conditions of the Procurement 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 (if such penalties is specified).
4. **TENDER**

## Preparation and execution of the Tender

* + 1. The Tenderer prepares and submits the Tender in electronic format (.doc, .docx, .xls, .xlsx, .odf, .pdf - with accessible text search, copying and printing functionality), in compliance with regulations on the preparation of electronic documents, including signed with a secure electronic a signature containing a timestamp.
    2. The Tenderer uses additional encryption to protect the Tender data so that the information included in the Tender is not available until the tenders are opened. The Tenderer must submit a valid electronic key and password for opening the encrypted document no earlier than 15 minutes before and no later than 5 minutes after the end of the deadline for submission of Tenders.
    3. The Customer is not responsible for the premature opening of a Tender that has not been completed in accordance with the above requirements. The Customer has the right, but not the obligation, to reject such a Tender.
    4. The letter of application, Technical and Financial Tender shall be completed electronically, in a separate electronic document that is readable with Microsoft Office.
    5. The Tender shall be signed by the representative of the Tenderer with representation rights or its authorised person. If the application is signed by an authorized person, it shall be accompanied by a power of attorney with the right of representation, clearly indicating in the mandate the scope of rights and obligations assigned to the authorized person (scanned original document in PDF format). If the Tenderer is an association of suppliers and the company's agreement does not provide for representation rights, the application shall be signed by each person included in the association of suppliers, representative with representation rights.
    6. Other documents may be submitted by the Tenderer (at its own discretion) in electronic form, either by signing them with the signature offered in the EIS, or by signing them with a secure electronic signature.
    7. Copies, if the Tenderer has submitted a copy of a document, must be certified. If a copy of a document is not certified the Contracting Authority, if he has doubts about the authenticity of the submitted document, may request that the Tenderer present the original document or submit a certified copy.
    8. The Tender must be prepared in Latvian or English. Documents submitted in other languages must be accompanied by a translation into Latvian or English, translation must be certified. The Tenderer is responsible for the compliance of the translation of the documents with the original.
    9. The Tender documents must be clearly legible, without corrections, to avoid any doubt or misunderstanding as to the words and figures and without insertions, erasures or mathematical errors. In the event of any inconsistency between the numerical value designations in words and numbers, the word designation shall prevail.
    10. 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 Procurement Regulations, may not be recognized as a commercial secret.
    11. The Tenderer may modify or withdraw his Tender prior to the deadline for the submission of Tenders. Withdrawal is of an unconditional nature, and it excludes the Tenderer from further participation in the Procurement.

## Place, time, and procedure for submission of Tenders

* + 1. Tenders shall be submitted **until the deadline for submission of tenders in the EIS profile (Latvian time)**.
    2. Only the tenders submitted to the EIS will be accepted and evaluated for participation in the procurement procedure. Any tenders submitted outside the EIS will be declared as submitted in a non-compliant manner and will not participate in the procurement procedure, they will not be opened and will be returned to the submitter unopened.

## Place, time, and procedure for submission of tenders

* + 1. The Tenderer must submit the Tender and the documents attached to it by September 5, 2022, at 11.00 (Latvian time), by sending it to the following e-mails: aleksandrs.teresevs@conexus.lv and [iepirkumi@conexus.lv](mailto:iepirkumi@conexus.lv).
    2. The name and identification number of the procurement and the tag "Tender" must be indicated in the subject of the shipment (Subject). The name, registration number and legal address of the Tenderer must be specified in the shipment.
    3. The Tenderer must submit a valid electronic key and password for opening the encrypted document no earlier than 15 minutes before and no later than 5 minutes after the end of the deadline for submission of Tenders.
    4. The risk of non-delivery or non-delivery of the Tender on time is assumed by the Tenderer.

## Opening of Tenders

* + 1. Tender documents, including tender corrections, additions and/or withdrawals, are opened by the Procurement Commission after the deadline for submission of tenders specified in the Regulations.
    2. The Commission will open the Tenders in a closed meeting.
    3. Tenderers’ representatives do not participate in further evaluation process of the Tenders. The Public Service Provider will evaluate the initial and further tenders in closed meetings.

## Tender Validity

* + 1. The Tender shall be valid for the shortest of the following time limits:
       1. three months after the closing date for the submission of tenders (Regulations 5.2.1.);
       2. if the Commission grants the Tenderer the right to conclude the Contract - until the day when the Contract is concluded.
    2. The Customer may request the Tenderer to extend the validity period of the Tender for a certain period. The Tenderer, who has been requested to extend the validity of the Tender, is not allowed to change its Tender, the price, or the content of the Tender.

## Negotiations with Tenderers

* + 1. If necessary, negotiations may be held with each Tenderer separately after the Tender examination or during the Tender examination, if:

1. The Commission needs clarifications of the Tenders;
2. it is necessary to discuss/agree on possible changes in the Procurement subject, technical specification, essential conditions of the contract, for example: terms of performance, scope of the Procurement subject, technical regulations and requirements, etc.;
3. Tender improvements are required.
   * 1. The Commission may negotiate with each Tenderer on the initial and all subsequent Tenders, except for the final Tenders.
     2. The negotiations can take place in person, online (using MS Teams platform) or in writing. If the Customer deems it necessary, then face-to-face, online conversations may be recorded and / or an audio-visual recording may be made (at the Customer's option).
     3. As a result of the negotiations, the Tenderer (s) may be given the opportunity to specify / improve their Tender.
     4. The corrected Tender may not contain the corrections which are not directly asked. The disregard of this condition is the reason for the rejection of the Tender.
     5. The Commission shall inform in writing all Tenderers whose Tenders have not been excluded in accordance with the selection requirements of any changes in the technical specifications or other documents of the procurement procedure. The Procurement Commission shall ensure that the Tenderers have sufficient time to change and resubmit the amended / improved Tenders.
     6. The Commission may decide not to negotiate and award the contract based on the initial Tenders.
     7. The Customer is entitled to reject the Tenderer if the Tenderer during the procedure will modify the tender without a Customer's invitation.
     8. The compliance of the technical and financial tenders will be assessed, considering, inter alia:

a) explanations, clarifications, amendments, improvements to tenders;

b) changes made to the technical specification and/or other procurement documents during the negotiated procedure.

1. **EXAMINATION OF TENDERS, DETERMINATION OF THE MOST ECONOMICALLY ADVANTAGEOUS TENDER AND MAKING A DECISION**

## Examination of the drawing up and validity period of the submitted Tenders and Tender security

* + 1. The Committee will inspect the arrangement of the Tenders and Tender security submitted by the Tenderers and their validity term. In the event of drawbacks found in the arrangement of the Tender, the Committee will assess their relevance and impact on the evaluation process and decide on further consideration of the Tender. The Committee is entitled to reject a 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. Not all documents referred to in Section 3 have been submitted;
       4. The validity period of the Tender is shorter than specified in the Regulations 5.4.;
       5. The Tenderer has submitted several variants of the Tender in breach of Regulation 1.14..

## Verification of Tenderer selection requirements

* + 1. The Committee will assess the compliance of the Tenderer's with Clause 3.1 herein.
    2. The Tenderer will be excluded from the participation in the Procurement, if it complies with any of the exclusion conditions referred to in Clause 3.1 herein.
    3. The Committee will perform the examination of the exclusion conditions only for the Tenderer who, in accordance with the Procurement Regulations, should be awarded the contract.
    4. The Tenderer's Tender can be rejected if the Tenderer does not comply with any of the qualification requirements provided for in Clause 3.1 herein.

## Evaluation of the Technical Tenders

* + 1. The Committee will assess the compliance of the Tenderer's technical Tender with the requirements set out in Sub-clause 3.2.3. of the Terms of Reference and the Technical Specification.
    2. The Tenderer’s Tender can be rejected if the 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 Terms of Reference and/or the Technical Specification.
    3. The commission is entitled to hold negotiations on the technical tender in accordance with 5.6. specified in paragraph.

## Evaluation of the Financial Tenders

* + 1. The Tenderer’s Tender can be rejected if the Committee finds that the documents of the Financial Tender have not been submitted or such documents or their content do not comply with the requirements of the Procurement Regulations.
    2. The Committee will check for arithmetic errors in the Tenderers’ Tenders. If any arithmetic errors are found, the Committee will correct them. In case of error correction, the Committee will notify the Tenderer whose errors have been corrected, also informing the Tenderer about the corrected amount.
    3. The reasonably corrected Tender price is considered binding for the Tenderer. If the Tenderer does not agree with the correction of errors reasonably made by the Commission, its Tender can be rejected.
    4. If an arithmetical error in the calculation of taxes has been founded in the financial Tender, the Committee shall correct it in accordance with the tax calculation procedure specified in regulatory enactments.
    5. The Committee will correct arithmetical errors as follows:
       1. 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;
       2. if the total price will differ from the sum of cost items, the total price will be corrected.
    6. In case of any inconsistency between the numerical value designations in words and numbers, the word designation shall prevail, except where the numerical estimate is calculable and correct and there is an obvious print error in the word designation.
    7. In assessment of the financial Tender with arithmetical errors, the Committee will consider the corrections.
    8. An unreasonably cheap Tender:
       1. The Committee will check if the Tenderer has not quoted an unreasonably low price. If the Committee finds a 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 Committee, in consultation with the Tenderer will evaluate the explanations provided. The Committee has the right to require that the Tenderer provides a printout from the State Revenue Service's electronic declaration system on the average hourly rates of occupational groups of the Tenderer and the subcontractors specified in its Tender, if the State Revenue Service collects such data.
       3. The Committee will reject a 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.
    9. The commission is entitled to negotiate on the financial tender in accordance with 5.6. specified in paragraph.

## Determination of the most economically advantageous Tender

* + 1. The Tender selection criterion is the most economically advantageous Tender, which is determined considering the criteria provided for in this Paragraph.
    2. 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 = A + B + C + D + E. The Tender with the largest score according to the following criteria will be chosen as the most economically advantageous Tender.

|  |  |  |
| --- | --- | --- |
| **Evaluation criterion** | **Evaluation methodology** | **Maximum points** |
| **FINANCIAL CRITERION** | | |
| **A -**  **Tenderer’s total offered price for the Works**  **(EUR without VAT of Republic of Latvia)** | The Tender with the lowest total offered pricein EUR excluding VAT will be granted a maximum of 60 points.  The points to be awarded to other Tenders shall be calculated according to the following formula:  ,  where:  *– lowest offered total price (EUR excluding VAT);*  *- the total offered price of the current Tenderer (EUR excluding VAT).* | **60** |
| **B –**  **Tenderer’s total offered evaluable price for Services** | The Tender with the lowest total offered price (B = B1 + B2 + B3) in EUR excluding VAT will be granted a maximum of 20 points.  The points to be awarded to other Tenders shall be calculated according to the following formula:  where,  B1 – Tenderer’s offered price (man-day rate) for interpretation of neutron gamma logging data (according to clause 4.1. of the Technical Specification) **-** accordance with Part II of Annex 3 to the Regulations;  B2 – Tenderer’s offered price (man-day rate) for interpretation of wells sanding tests data (according to clause 5.1. of the Technical Specification) - accordance with Part II of Annex 3 to the Regulations;  B3 – Tenderer’s offered price (man-day rate) for recommendations and evaluation of wells annulus zone pressure dynamics/technical condition (according to clause 6.1. of the Technical Specification) **-** accordance with Part II of Annex 3 to the Regulations. | **20** |
| **TECHNICAL CRITERION** | | |
| **C –**  **Tenderer’s experience**  **(Companies)** | 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 points - Tenderer has wide (over 5 years) experience (list of examples);  3 points - Tenderer has a medium (3 - 5 years) experience (list of examples);  1 point - Tenderer has a minimal (till 3 years) experience (list of examples). | **5** |
| **D –**  Tenderer’s personnel experience | Tenderer’s personnel, responsible for the performance of contract, experience of similar Works.  Tenderer’s personnel experience in cooperation with companies in Open gas market in European Union is evaluated by awarding the scores:  5 points - Tenderer personnel have wide (over 5 years) experience (list of examples);  3 points - Tenderer personnel have a medium (3 - 5 years) experience (list of examples);  1 point - Tenderer personnel have a minimal (till 3 years) experience (list of examples). | **5** |
| **E –**  **Tenderer’s experience**  **(Works)** | Tenderer’s experience of similar technological supervision Works in aquifer underground gas storages, the number of storage facilities to be monitored.  10 points - Tenderer has wide (more than 7 underground gas storages) experience (with examples);  5 points - Tenderer has a medium (3 - 7 underground gas storages) experience (with examples);  1 point - Tenderer has a minimal (till 3 underground gas) experience (with examples). | **10** |

* + 1. The score obtained at each stage of the assessment will be rounded up to two decimal places (for example, if the score is “5.765”, the points awarded to the Tenderer will be rounded to “5.77”).
    2. If several Tenders have acquired the same highest score, the Committee will select the Tender that has won the highest score for the E criterion.
    3. If only one Tender complies with the requirements of the Procurement Regulations, the Committee shall not calculate the most economically advantageous tender and shall recognize this Tender as the most economically advantageous.
    4. The Committee awards the Contract to the Tenderer whose Tender is considered to comply with all the requirements of the Procurement Regulations and is the most economically advantageous.

## Making a decision

* + 1. After the assessment of the Tenders, the Committee will pass one of the following decisions:
       1. To award the contract to the Tenderer who has submitted the most economically advantageous Tender compliant with the requirements of the Procurement Regulations, and with which the Contract will be concluded in accordance with the draft Contract and the Tenderer's Tender submitted;
       2. To terminate the Procurement, if:
          1. No Tenders have been submitted;
          2. Tenderers do not comply with the selection requirements;
          3. Tenders non-compliant with the Procurement Regulations have been submitted;
          4. Tenders exceed the contract price specified in the Procurement Regulations (if specified);
          5. Tenders are recognised as unreasonably cheap.
       3. To interrupt the Procurement, if:
          1. Only one Tenderer has submitted a Tender and the Committee finds that the qualification requirements are not objective and proportionate. If the qualification requirements set out in the Procurement Regulations are objective and proportionate, the Committee shall decide whether the only Tender is appropriate to the needs of the Contracting Authority and economically advantageous, and whether it is possible to enter into a Contract with the sole Tenderer;
          2. The next Tenderer who has offered the most economically advantageous Tender, is to be regarded as one market participant together with the initially selected Tenderer who has been awarded the procurement contract;
          3. There is an objective justification.
    2. In case of termination or interruption of the Procurement, the Contracting Authority does not assume any obligations towards the Tenderers.
    3. The decision taken by the Commission is approved in accordance with the procedures specified in the internal documents regulating the activity of the Customer.

1. **NOTIFICATION OF THE DECISION, CONTRACT NEGOTIATIONS AND SIGNING OF CONTRACT**

## The Committee will inform the Tenderers of the results of the Procurement by e-mail.

## The customer will invite the Tenderer, who will be recognized as the winner of the procurement, to the negotiations of the contract. In case of unsuccessful contract negotiations, the Customer has the right to invite to contract negotiations the Tenderer who has submitted the next most economically advantageous offer.

## The Tender submitted by the winner of the Procurement is the basis for concluding the Contract.

## The Tenderer who has been awarded the Contract shall sign the Contract within 20 working days counting from the date of dispatch of the invitation. If the successful Tenderer does not sign the Contract within the specified term, it shall be considered as a refusal to conclude the Contract.

## If the Tenderer who has been awarded the Contract does not sign the Contract with the Customer within the specified term, the Customer is entitled to decide to award the Contract to the next tenderer who has offered the most economically advantageous tender or to terminate the Procurement without selecting any Tender. If a decision is made to award the right to conclude the Contract to the next tenderer who has offered the most economically advantageous Tender, but he refuses to conclude the Contract, the Contracting Authority shall decide to terminate the Procurement without selecting any Tender.

## If the Tender is submitted by only one Tenderer, who has also been recognized as the winner of the Procurement and is a recognized low-tax or tax-free countries or territories registered merchant or foreign operators, which is a related company with the Contracting 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).

## If a Tenderer (a merchant or foreign operator) has been recognized as the winner of the Procurement, 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.

## If a merchant or foreign operators recognized as the winner of the Procurement 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 Contract will include a Clause, that the subcontractor draws up the invoice for the subcontractor dispatched Goods to the Contracting Authority.

## 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).

## 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 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.

## 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.

## If the documents referred to in Clause 7.10. or 7.11. 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 Customer is entitled, while retaining the tender security, to decide on the award of the Contract to the next Tenderer who has offered the most economically advantageous Tender.

## In a separate case, the Customer may extend terms specified in Article 7.10. or 7.11. if the Tenderer can prove that has performed all the activities dependent on it for registration in the Commercial Register of the Register of Enterprises, did not allow any delay, or it has not been possible to fulfill the obligations set out in paragraph 7.10. or 7.11. within the time limit for reasons beyond Tenderers control.

## After the award of the contract, but not later than at the time of the commencement of the contract, the Tenderer shall submit a list of subcontractors (if such is intended to be involved) indicating the name, contact details of the sub-contractor and the person who has been the subject of the contract, in so far as that information is known. The list shall also indicate sub-contractors.

1. **RIGHTS AND OBLIGATIONS OF THE PROCUREMENT COMMITTEE, RIGHTS AND OBLIGATIONS OF THE TENDERER**

## Rights of the Committee:

* + 1. to make a written request to the Tenderer to specify the Tender / submitted information and to provide detailed explanations;
    2. to invite the Tenderer to an explanatory meeting (online; in person - if possible) to clarify / explain the details of the Tender;
    3. to carry out qualification requirement verification and Tender evaluation only for the Tenderer, who should be awarded the procurement contract;
    4. to reject the Tenderer's Tender if the Tenderer has provided false or misleading information in its Tender, including for the assessment of its qualification, or has not provided the requested information at all;
    5. to reject the Tenderer's Tender if the Tenderer has not provided answers / explanations to the Committee's requests or has not participated in the explanatory meeting in accordance with Clause 8.1.1. and 8.1.2.;
    6. To accept or decline any Tender, to discontinue the Tender procedure and to decline all the Tenders at any time prior to awarding of the procurement contract if it has a valid reason for that and it does not contradict laws and regulations of the Republic of Latvia, without reimbursing any costs related to the preparation of the Tender and participation in the Tender incurred by the Tenderers;
    7. To invite experts to work in the Procurement Committee in advisory capacity;
    8. To carry out qualification requirement verification only for the Tenderer, who should be awarded the Contract;
    9. To carry out other activities in accordance with the laws and regulations and the Procurement Regulations.

# Obligations of the Committee:

* + 1. To consider Tenders submitted by the deadline for the submission of Tenders provided for herein;
    2. To pass a decision on the Tender procedure or results.

## The Tenderer is eligible to make a timely written request to the Committee for additional information regarding the Procurement Regulations.

## The Tenderer has an obligation by the deadline as specified by the Committee to provide in writing answers and explanations regarding the Tender to the questions asked by the Committee.

1. **CONFIDENTIALITY**
   1. No communication between the Tenderers on the one hand and the Contracting Authority or the Committee on the other hand shall take place during the Tender assessment period, except in cases provided for in the Procurement Regulations.
   2. During the time period from submission of the Tenders until the moment of opening thereof the Contracting Authority will not provide information on the existence of other Tenders. During the period of assessment of the Tenders until the announcement of the results, the Contracting Authority will not provide information on the assessment procedure.

## 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.

1. **ANNEXES**

The following annexes are attached to the Procurement Regulations forming integral parts thereof:

Annex 1 – Letter of Application (Form);

Annex 2 – Technical specification/Technical Tender (Form);

Annex 3 – Financial Tender (Form);

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

Annex 5 – List of specialists, statement of personnel experience (Form);

Annex 6– Information on subcontractors (Form);

Annex 7 – Statement of the subcontractor (Form);

Chairman of the Procurement Committee A. Tereševs

Riga, August 15, 2022

# **Annex No.1: Letter of Application**

**Application Letter for participation in the Open Negotiated Procedure**

**"**Services of technological supervision of Incukalns underground gas storage**"**

(ID No. PRO-2022/241)

In accordance with the Procurement Regulations, we, the undersigned, hereby confirm our agreement to the provisions of the Procurement Regulations. We, the undersigned, certify that if our Tender is recognized as the most economically advantageous and a contract is concluded with us, we undertake to provide \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in accordance with the Technical Specification, the Tender and the Procurement Regulations and the prices indicated in the financial Tender.

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 Procurement:

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

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

.

1. Information about the participants/members/shareholders of the Tenderer's company, their list (only for Tenderers registered in a foreign country):

|  |  |  |  |
| --- | --- | --- | --- |
| Participants/members/shareholders | | | The number of shares owned by the participant or proportion as a percentage |
| Name, Surname/  Company name | Personal code, other ID information / registration number | Country (resident) |
| … |  |  |  |

1. Information on the true beneficiaries of the Tenderer's company, their list (only for Tenderers registered in a foreign country):

|  |  |  |
| --- | --- | --- |
| True beneficiaries | | |
| Name, Surname | Personal code, date of birth, other ID information | Country (resident) |
| … |  |  |

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 Procurement Regulations, their clarifications, amendments and modifications and we fully understand the requirements and conditions of the Procurement and agree to them.
4. We have read all the documents of the Regulations of the Negotiated Procedure. We fully understand the conditions and requirements of the Negotiations.
5. We have the necessary professional, technical and organisational capabilities, personnel, financial resources, equipment and other physical infrastructure and resources necessary for execution of the potential contract.
6. We hereby confirm that our Tender is valid for 3 (three) months following the end of the Tender submission period.
7. We hereby certify that we are not interested in any other Tender submitted under this procurement procedure.
8. 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\*.
9. 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 procurement or submission of Tenders, which do not meet the requirements of the procurement 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 procurement.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. We point out that page \_\_\_\_\_\_\_ of the Tender contains information that is to be considered as confidential/commercial secret in accordance with the Commercial Law.
17. We certify that if <Tenderer's name> employs European Union citizens and / or third-country nationals, it will comply with the laws and regulations governing the sector and the principles and obligations contained therein with a high level of responsibility.
18. We as a company have not been declared insolvent, our business operations have not been suspended or terminated and we are not undergoing liquidation
19. In the last day of the Tender submission deadline hawse as a Tenderer have no tax debts, including mandatory state social insurance contribution debts, in Latvia or the country of our registration or permanent residence, exceeding EUR 150 in total in each country;
20. 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 Procurement 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.
21. We understand that the Public Service Provider will examine the information in available public databases on the absence of debts on the date of submission of the Tender and on the day when the decision on the possible award of the procurement contract is made and the debts established in such examination will cause the rejection of the Tender.
22. We don't have any advantages restricting competition in the procurement procedure and we or a legal person related to us has not been involved in preparation of the procurement procedure.
23. 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 Contract, including the costs of materials and transport and the taxes and duties payable in accordance with the requirements of the Procurement Regulations.
24. We certify that we are familiar with 29.11.2022. procurement policy no. INA-POL-024 of joint stock company "Conexus Baltic Grid" and the ethical principles of suppliers contained therein (https://www.conexus.lv/basic-principles-suppliers-ethics).
25. Information on whether the Tenderer is/is not considered a company related to the joint stock company "Conexus Baltic Grid" in the sense of the Law "On Corporate Income Tax" (if necessary):\_\_\_\_\_\_.
26. Information on whether the Tenderer is/is not registered in the country with which the Republic of Latvia has concluded the Convention on the prevention of double taxation and tax evasion (if necessary):\_\_\_\_\_\_\_\_\_\_\_\_.
27. We certify that we have / do not have (the Tenderer underlines the relevant) a valid certificate issued in accordance with the standard ISO 45001: 2018 “Occupational health and safety management systems. Requirements with guidance for use. instructions for use ” or equivalent.
28. We certify that we have / do not have (the Tenderer underlines the relevant) a valid certificate of compliance with environmental management standards or environmental management systems that comply with European or international environmental management system standards and have been approved by bodies accredited in accordance with regulatory enactments.
29. 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 Procurement, information contained herein, arrangement of documents and compliance with the Procurement Regulations and Technical Specification of the Procurement. The data and information submitted are true and fair.

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

Signature:

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

Position:

The Tender has been drawn up and signed on \_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2022.

*\* Competitor - any natural or legal person who is not the Tenderer, 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.2: Technical specification/Technical Tender (Form)**

**TECHNICAL SPECIFICATION / TECHNICAL TENDER FORM**

**for the Technological Supervision Services**

**of Incukalns Underground Gas Storage in year 2022 – 2025.**

|  |  |
| --- | --- |
| **CUSTOMER REQUIREMENTS** | **TENDERER’S OFFER** |
| 1. **Description of Incukalns Underground Gas Storage**   Services of technological supervision are performed on the operation of Incukalns Underground Gas Storage (hereinafter - Incukalns UGS), located 40 km north-east from Riga (Latvia), its operation started in 1968 year.  Process Design and the Technological Project of the storage was developed by Gazprom VNIIGAZ, LLC (Russia) in 1968, and the last change to the Technological Design project was made in year 2000.  The maximum total storage volume of Incukalns UGS is 4,445 billion m3, 2,145 billion m3 of the cushion gas and 2,300 billion m3 of active (working) gas volume. The maximum daily rate of gas injection into Incukalns UGS is 17 million m3 and gas withdrawal daily rate up to 30 million m3 through 3 gas collection pints (GCP). The total production capacity of the existing two gas compressor stations in Incukalns UGS is 33.5 MW (45 600 hp). 93 production wells are used for gas injection and withdrawal. The monitoring of Incukalns UGS operation is carried out using 47 observation and 23 control wells.  The Incukalns UGS is created in a reservoir of terrigenous aquifer type rocks, represented by Cambrian middle-grained quartz sandstones with an aleurolitic texture and the average thickness of 60 m, which has formed on the crust of weathering of Archaean igneous foundation stone. The reservoirs depth varies from 650 m to 800 m and deeper, the reservoir has good filtration properties, the permeability reaches 4 D (Darci), porosity up to 32% and piezoconductivity of 15 000 sm2/sec. The reservoir’s pressure changes during the process of natural gas injection – historically starting from 27 bars at the end of withdrawal season, usually at May, and up to 105 bars after the conclusion of injection in the middle of October. The hydrostatic pressure of the reservoir is 70 bar. The period of minimum reservoir pressures (lower than hydrostatic) is mostly met from the beginning of January till the end of June. The reservoir contains sodium chloride waters with a mineralization which varies from 94 to 106 g/l, and the average reservoir temperature is 220C.  The reservoir is covered by a 15-20 meter thick layer of early Ordovician age clays, very solid, partially shale type, which form a cap rock above the reservoir.Thick and hard carbonates of early, middle and late Ordovician are situated overtop. The total thickness of these deposits reaches 200 m and that is enough to secure the reservoirs tightness.  To ensure the reservoir tightness Incukalns UGS Monitoring program has been developed by Gazprom VNIIGAZ, LLC revised by Storengy and integrated at Incukalns UGS, in accordance with the standards (LVS 364, LVS EN 1918-1:2016 and 1918-5:2016) and it includes the following three directions:   * + 1. Gas field monitoring - measurements of reservoir pressure/water level in production, observation and control wells;     2. hydro-geochemical monitoring - control of gas field saturation, tectonic fault and cap rock formation tightness (47 observation and 23 control wells);     3. well logging monitoring - control of the gas saturated volume in 55 wells (25 wells after gas withdrawal season and 30 wells after gas injection).   **2. Scope of Work performed by the Contractor**   | No. | Task description | | Timeline | | --- | --- | --- | --- | | 2.1. | **Forecasting and calculations of maximum capacity (productivity) of Incukalns UGS in GWh/day and m3/day:** | | | | 2.1.1. | Initial curves and graphs of maximum withdrawal/injection capacity/rate of natural gas with the following parameters:  Reservoir pressure;  Monthly cumulative capacity and daily rates;  Volume of active gas;  Compression withdrawal range;  etc.  The injection capacity and rates shall be prepared as possible scenarios, based on the expected reservoir pressure, available time range and maximum reachable working gas volume of Incukalns UGS to evaluate the optimal injection profile. | | 2 weeks (10 working days) after the request | | 2.1.1.1 | The maximum withdrawal/injection gas capacity curve forecasting and updates depending on the factual reservoir pressure and the factual cumulative active gas amount in the Incukalns UGS, including compression withdrawal range forecasts; | | Until the 1st of each month in the corresponding season | | 2.1.1.2. | If necessary, the maximum gas withdrawal/injection curve may be updated more frequently at the request of the customer (Geological service manager e-mail); | | On request | | 2.1.1.3. | The maximum gas capacity withdrawal curve shall be adjusted and updated with compression withdrawal options, when necessary, according to the reservoir/network pressure gap analysis and compression unit possibilities; | | On request | | 2.1.2 | Preparation of the approximated injection profiles/scenarios and technical capacity of Incukalns UGS for the following injection seasons:  2022  2023  2024  2025 | | 2 weeks (10 working days) after the conclusion of each injection season | | Pre-requisite data  The Customer shall deliver all the necessary output data for the necessary calculations and preparation of the deliverables by request from the Contractor.  The deliverable base data includes:   * Incukalns UGS production wells factual/historical performance daily rate excel file; * Incukalns UGS factual injection/withdrawal season excel file with graphs, reservoir pressures, factual and historical gas volumes, previous forecasts; * Compression unit inlet/outlet pressure data and performance curves; * Base rate profiles and approximate forecast information with expected restrictions, etc. for injection/withdrawal season; | | | | | Deliverables and expected reporting form  The Contractor shall prepare Initial and monthly forecast of the maximum capacities and rates Report (MS Excel file with MS PowerPoint reporting, including the main conclusions and recommendations). At the end of the corresponding season an overall gas storage performance report in MS Word format and Presentation in MS PowerPoint, including the analysis, summary evaluation of the season and recommendations. | | | | | 2.2. | **Analysis of the Incukalns UGS seasons (injection/withdrawal) data:** | | | | 2.2.1. | Analysis of storages performance parameters (daily productivity/rates, dynamics of reservoir pressure and volume of gas saturation, etc.); | | 30 days after the end of the corresponding seasons conclusion | | 2.2.2. | Based on geophysical measurements (neutron gamma loggings) and monitoring data, gas saturation, gas saturated thickness and isobar map at scale 1:25,000 with water - gas contact area; | | 30 days after the end of the corresponding seasons conclusion | | 2.2.3. | Calculation of stored natural gas volume and natural gas losses (gas dissolution, sorption, etc.); | | 30 days after the end of the corresponding seasons conclusion | | 2.2.4. | Analysis of technological parameters of the production wells (number of wells used, their productivity rates, pressure depression / repression, water factor, sanding, methanol consumption and other dynamic parameters); | | 30 days after the end of the corresponding seasons conclusion | | 2.2.5. | Recommendations for organization of gas injection/withdrawal (which and how many wells, in which order have to be used for optimal performance in the injection and withdrawal season); | | 30 days after the end of the corresponding seasons conclusion | | 2.3. | Monitoring results of the storage and recommendations for adjustment of the monitoring program (if necessary); | | 30 days after the end of the corresponding seasons conclusion | | 2.4. | Assessment and evaluation of storages tightness, based on the monitoring results; | | 30 days after the end of the corresponding seasons conclusion | | 3. | **Maintenance of gas dynamic, geological technological 3D model[[1]](#footnote-1):** | | | | 3.1. | After each withdrawal/injection season, the Contractor shall add and update the actual data to the operational history of the 3D model of Incukalns UGS; | | 30 days after the end of the corresponding seasons conclusion | | 3.2. | After each withdrawing/injection season, the Contractor shall model the storage activity for the previous season. If necessary, the model is adopted and refined. Acceptable modeling error - 10% of the maximum and minimum pressure differences in "typical" wells (see Fig. 2); | | 30 days after the end of the corresponding seasons conclusion | | 3.3. | After each withdrawing/injection season, the Contractors provide a brief modeling overview (with maps and sections) and model files; | | 30 days after the end of the corresponding seasons conclusion | | 3.4. | Upon the written request of the Customer, the Contractor shall model the possible scenarios of storage operation and provide a brief modeling overview (with maps, cuts and analysis of the results). | | 30 days after the end of the corresponding seasons conclusion | | Pre-requisite data  The Customer shall deliver all the necessary data and information for the necessary calculations and preparation of the deliverables by request from the Contractor.  The deliverable base data includes:   * Monitoring data (factual/historical) including well production data, monitoring wells data (water/pressure levels), hydro-geochemical data, neutron gamma logging data, maps, etc.   Deliverables and expected reporting form  MS PowerPoint report for the withdrawal/injection season including the Work scope data described in Clause 2 and its subclauses with main results and analysis, recomendations and conclusions. The slides must be explained in detail or an explanatory document shall be attached. The prepared gas saturation and water-gas contact maps shall be sent to the Customer in an appropriate format and scale.  The Clause 3 and its sublauces works shall be adapted to the MS PowerPoint presentation including the main results of the dynamic simulation model and reccomendations and conclusions pointing out the risks, if any should arrise. The 3D modeling data shall be sent to the Customer, including the prepared modell maps (saturation-isobar) and profiles. If requested by the Customer, the data can be requested to be reported by the representatives of the Contractor. | | | | | 4. | | **Interpretation of neutron gamma logging data[[2]](#footnote-2):** | | | 4.1. | | After each withdrawal/injection season the cameral interpretation and analysis of the neutron gamma logging data provided by Incukalns UGS (25 wells data in the spring, approximately April-May and 30 wells data in the autumn, approximately September-October, altogether 55 wells). Preparation of reports for each well separately and a final report including the information of factual gas saturation intervals in the reservoir of Incukalns UGS and gas-water contact places. | On request | | Pre-requisite data  The Customer shall deliver all the necessary data and information for the necessary calculations and preparation of the deliverables by request from the Contractor.  The deliverable base data includes:   * Neutron gamma logging output data (LAS file formats) of the 55 wells of Incukalns UGS; * Wells technical data (casing, depth, perforation zones, etc.); * Historical gas saturation data and loggings, including historical reports of the neutron gamma loggings.   Deliverables and expected reporting form  MS Word neutron gamma logging reports of each well separately (55 wells in overall) and an overall report including the main results, analysis, recommendations and conclusions. The reports shall include the neutron gamma logging diagrams. | | | | | 5. | | **Interpretation of wells sanding tests data** | | | 5.1. | | After the injection season, starting the withdrawal season, well sanding tests shall be concluded for 30% of the production wells each year according to the inner regulations of the Incukalns UGS. The corresponding data then shall be sent for the interpretation and preparation of the reports including the information about the safe maximum daily withdrawal rate and sand/water output margins of each well. The reports shall include the evaluation of wells productivity (a,b, skin factor coefficients). | | | Pre-requisite data  The Customer shall deliver all the necessary data and information for the calculations and preparation of the deliverables by request from the Contractor.  The deliverable base data includes:   * Sanding output data (according to the device output data, Clampon ultrasonic device, etc.) of the 30% production wells of Incukalns UGS; * Wells technical and production data (max Q., pressures, casing, depth, perforation zones, etc.); * Necessary data by request of the Contractor. | | | | | Deliverables and expected reporting form  MS Word wells sanding test reports of each well separately (30% of the production wells each corresponding year) and an overall report including the main results of the well withdrawal rate safe margins and evaluation of the productivity factors, analysis, recommendations and conclusions. | | | | | 6. | | **Recommendations and evaluation of wells annulus zone pressure dynamics/technical condition** | | | 6.1. | | Incukalns UGS provides constant monitoring of the wells annulus zones after their refurbishment works and completion. To evaluate and consider the necessity of next repairment works of the wells, Incukalns UGS acquires the corresponding measurements and data to prepare a report of the wells technical condition according to the inner regulations and standards. The prepared wells technical evaluation report shall be reviewed by the appropriate specialists of the technological supervising organization and recommendations shall be provided. | | | Pre-requisite data  The Customer shall deliver all the necessary data and information for the preparation of the recommendations and review of the well’s annulus zone pressure dynamics/technical condition evaluation.  The deliverable base data includes:   * Wells annulus zones pressure and flow recordings, graphs; * Wells technical and production data (max Q., pressures, casing, depth, perforation zones, etc.); * Prepared review of the wells condition.   Necessary data by request of the Contractor. | | | | | Deliverables and expected reporting form  MS Word review or updated review of the wells condition and annulus zones pressure reasons, including recommendations or point of view for the necessity of repairment works or other activities for the annulus pressure prevention. Analysis of the prepared information shall be made including recommendations for further use of the production wells in the injection/withdrawal season. | | | |   For each of the abovementioned work descriptions, the Contractor shall provide an example of the expected results and a description of the performance including the pre-requisite data from Incukalns UGS to complete the works.  The Customer will prepare a request form to the Contractor for all the mentioned tasks in the work scope table according to the timeline and send it via e-mail for the completion of the given tasks.  **3. Terms of execution**  3.1. The Contractor provides the Services, guided by the European standards EN 1918:1:2016 “Gas supply systems -Underground gas storage”. Functional recommendations for surface facilities”, LR standard LVS 364: 2020 “Operation, maintenance, and repair of natural gas storage in aquifer and transmission pipelines systems", LVS 1067 and other laws and regulations and will inform of current developments in standards and other regulatory documents concerning to the technological monitoring of gas storage facilities.  3.2. The Customer provides the Contractor with the current and necessary data of Incukalns UGS monitoring to Contractor’s request. If it is necessary to translate the provided data and (from Latvian or Russian languages) documents provided by the Customer, the Contractor must make the translation independently and at his own expense.  3.3. Monitoring data (geophysical and hydro-geochemical monitoring of gas and dynamic testing of wells) shall be provided to the Contractor within ten days of request receipt.  3.4. The technology monitoring services include Contractor's representative’s arrival to the Incukalns UGS at least quarterly (it will not apply if the emergency situation with COVID-19 is at force) to discuss current operational issues and select required materials.  4.4.1. After submission of each report on the withdrawing/injection season, the Contractor shall present and introduce the results of the work at the Incukalns UGS or via MS TEAMS platform.  3.5. Separate tendering positions shall be prepared for Clause No.3, No.4, No.5 and No.6 of the Work Scope article No.2, provided that the Contractor holds the rights to exclude them from the scope of the contract, if necessary.   1. **Expected results**   The Contractor shall submit to the Customer a full reporting in a MS Word and in MS PowePoint formats for the Incukalns UGS withdrawal and injections seasons in accordance with the Technical Specifications Clause No.2 and its subclauses. The reports and documentation shall be sent via e-mail to the Head of the Geological Service of Incukalns UGS, Kristaps Martinsons ([kristaps.martinsons@conexus.lv](mailto:kristaps.martinsons@conexus.lv)).   1. **Time of execution**   5.1. The results of the Incukalns UGS Technological Supervision are provided for a time period of 4 (four) years from the signing of the contract until 30th of June 2025;  5.2. No later than 30 days after the end of withdrawing/injection season the Contractor shall submit to the Customer a report on the provision of services in accordance with Technical Specification Article 2 and 3\*;  5.3. At the beginning of each month, the Contractor shall submit materials to the Customer in accordance with Technical Specification Article 2.1 |  |

We hereby certify that the data and information submitted are true and fair.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Annex No. 3: Financial Tender (Form)**

**Financial Tender (Form)**

<Tenderer's name> bids to perform within the Procurement “\_\_\_”, ID no. \_\_\_, the works and services referred to in the technical specifications for the following costs:

**I. TOTAL OFFERED PRICE FOR THE WORKS – Criterion “A”**

| **No.** | **Works / description** | **Unit of measurement** | **Price per unit**  **EUR excl. VAT** | **Number of units** | **Total price**  **EUR excl. VAT** |
| --- | --- | --- | --- | --- | --- |
| ***1*** | ***2*** | ***3*** | ***4*** | ***5*** | ***6=4x5*** |
| **1.** | **Services of technological supervision of Incukalns Underground Gas Storage operation in 2022-2025** | | | | |
| **2.** | **Analysis of the Incukalns UGS for each operating season (injection/withdraw)** | Season |  | 3 |  |
| 2.1. | Forecasting and calculations of maximum capacity (productivity) of Incukalns UGS in GWh/day and m3/day | Season |  | 3 |  |
| 2.2. | Analysis of the Incukalns UGS seasons (injection/withdrawal) data | Season |  | 3 |  |
| **3.** | **Maintenance of gas dynamic, geological technological 3D model** | Season |  | 3 |  |
| 3.1. | Update the actual data to the operational history of the 3D model of Incukalns UGS | Season |  | 3 |  |
| 3.2. | Modeling of the the storage activity after each withdrawing/injection season. | Season |  | 3 |  |
| 3.3. | Modeling overview (reporting with maps and sections) and model files | Season |  | 3 |  |
| **Criterion “A” TOTAL, EUR (excl. VAT)** | | | | |  | |

***Notes:***

***1) During the evaluation of tenders, the Customer is entitled not to include specific items/positions in the total price (at its own discretion), observing the principle of equal treatment.***

**TOTAL OFFERED PRICE for the Works \_\_\_\_\_\_\_\_\_\_\_*with words*\_\_\_\_\_\_\_\_\_\_\_\_ in EUR (excluding VAT).**

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

**II. TOTAL OFFERED EVALUABLE PRICE FOR SERVICES – Criterion “B”**

|  |  |  |  |
| --- | --- | --- | --- |
| **Sub-criterion** | **Description of specialists involved in the supervision of installation work** | **Unit of measurement** | **Price per unit EUR excl. VAT** |
| **B1** | Interpretation of neutron gamma logging data according to clause 4.1. of the Technical Specification (altogether 55 wells) – to be performed upon request. | Man-day\* | In number: \_\_\_\_\_  In words: \_\_\_\_\_ |
| **B2** | Interpretation of wells sanding tests data according to clause 5.1. of the Technical Specification – to be performed upon request. | Man-day\* | In number: \_\_\_\_\_  In words: \_\_\_\_\_ |
| **B3** | Recommendations and evaluation of wells annulus zone pressure dynamics/technical condition according to clause 6.1. of the Technical Specification – to be performed upon request. | Man-day\* | In number: \_\_\_\_\_  In words: \_\_\_\_\_ |
| **Criterion “B” TOTAL, EUR (excl. VAT)** | | |  |

***Notes:***

***1) The total price offered by the tenderer is intended only for the evaluation of financial bids in accordance with the requirements of the Regulations.***

***2) The Customer is not bound for the specified amounts/quantities, i.e., the Customer is not obliged to order and pay for the specified amount/quantity of Services. The Customer applies for the provision of the Services, considering actual circumstances and necessity.***

***3) During the evaluation of tenders, the Customer is entitled not to include specific items/positions in the total price (at its own discretion), observing the principle of equal treatment.***

The financial Tender 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.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

# **Annex 4: Tenderer’s statement of experience (Form)**

**TENDERER’S STATEMENT OF EXPERIENCE (FORM)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No.** | **Name of the contract** (reference number in the case of public procurement)**\*** | **Customer\***  **(name)** | **Contract**  **period** (insert the beginning and ending: month/year)**\*** | **Scope and description of the subject matter of the contract** (description of the supplied goods, work and used technologies, contract amount)**\*** | **Customer’s contact person** (name, position, telephone number, e-mail) **\*, \*\*** |
| 1. |  | ... |  |  |  |
| ... |  |  |  |  |  |
| ... |  |  |  |  |  |
| ... |  |  |  |  |  |

\* - all fields are mandatory;

\*\* - the 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.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

# **Annex No. 5: List of specialists, statement of personnel experience**

**LIST OF SPECIALISTS, STATEMENT OF PERSONNEL EXPERIENCE (FORM)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No** | **Specialist's name, surname** | **Position in which the specialist has been offered** | **Project experience:**   * **name of the project/contract;** * **Contractual partner (name);** * **type of works, subject of project/contract;** * **position/role of the specialist in the performance of the contract/project;** * **description of works performed, used technologies.** | **Period of work, month/ year** | **Person for Contractual Partner: name, position, telephone number, e-mail**  **(For references\*)** |
| **1.** |  |  |  |  |  |
| **…** |  |  |  |  |  |

\* - 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.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Annex No. 6: Information on subcontractors (Form)**

**INFORMATION ON SUBCONTRACTORS (FORM)**

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Subcontractor**  ***/Name/ Given name, surname /***  **registration number/ personal identity number** | **Description of the works to be entrusted to the subcontractor**  **in accordance with the list of works specified in the Technical Specification** | **Value of the works to be entrusted to the Subcontractor, in % of the total value of the procurement contract** |
| **1.** |  |  |  |
| **2.** |  |  |  |
| **…** |  |  |  |

We hereby certify that the data and information submitted are true and fair.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Annex No. 7: Statement of the subcontractor (Form)**

**STATEMENT OF THE SUBCONTRACTOR OR**

**THE PERSON ON WHOSE POTENTIAL THE TENDERER RELIES (FORM)**

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 Procurement “\_\_\_\_\_\_”, ID Nr. \_\_\_\_\_\_\_, our company as a subcontractor /person, on whose potential the Tenderer relies, undertakes the following:

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

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

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

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

We hereby certify that the data and information submitted are true and fair.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

1. The Contractor shall disclose the costs of model maintenance and calculations separately from the costs of the Technological supervision services. Depending on the price, the work may be included/ not included or transferred to another contractor. [↑](#footnote-ref-1)
2. The Contractor shall disclose the costs of the neutron gamma logging, wells sanding testing and evaluation of wells annulus zone data interpretation and reporting services separately from the costs of the Technological supervision services. The Customer holds the rights to ask the Contractor to provide the works on request based on the provided costs of the works stipulated in the Article 2 Clause 4 and its subclauses. [↑](#footnote-ref-2)