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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 PGK urbumu tehniskās diagnostikas un rūpnieciskās drošības atestācija”**

**NOLIKUMS**

(Iepirkuma identifikācijas numurs PRO-2022/225)

**OPEN NEGOTIATED PROCEDURE**

**“Technical condition diagnostics and industrial safety expertise works and recertification of JSC “Conexus Baltic Grid” Incukalns underground gas storage wells”**

**REGULATIONS**

(Procurement identification number PRO-2022/225)

Riga, 2022

1. **GENERAL TERMS**

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

# The procurement “**Technical condition diagnostics and industrial safety expertise works and recertification of JSC “Conexus Baltic Grid” Incukalns underground gas storage wells**”, ID No. PRO-2022/225 (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 the Contract with Tenderer, who has submitted the most economically advantageous Tender.

# The exchange of information between the Customer and Economic operators/Tenderers shall take place electronically by using 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:

# regarding 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);

# regarding 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 considered 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 must be provided.

1. **INFORMATION ON THE SUBJECT OF THE PROCUREMENT**
   1. The Subject of the Procurement is to provide **Technical condition diagnostics and industrial safety expertise works and recertification of JSC “Conexus Baltic Grid” Incukalns UGS wells in 2022-2023** (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).
      2. Additional CPV codes: 76400000-7 (Rig-positioning services); 76450000-2 (Well-management services); 76460000-5 (Well-support services); 76470000-8 (Well-testing services); 76600000-9 (Pipeline-inspection services).
   3. Execution place of the contract: JSC “Conexus Baltic Grid”, Incukalns Underground Gas Storage, Krimulda parish, Sigulda district, LV-2144, Latvia.
   4. Term and conditions of performance of the Contract / Works:
      1. The term of the Contract – 20 December 2023.
      2. The Works must be completed and handed over within each calendar year not later than December 10, observing the conditions, terms and amounts/volumes included in the Technical Specification. The amount of Works in any given year may change. At the Customer's discretion, the total amount of Works may be changed (increased or reduced) within 20%. In this case, the payment for the performed Works is calculated proportionally, considering the unit prices specified in the Financial Tender.
   5. The Tender selection criterion is the most economically advantageous Tender, which is determined considering only the offered contract price (the total amount of the Contract).
   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 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 considering 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 during 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. – 3.1.1.4 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. – 3.1.1.4 herein. | See Clause 3.1.1.1. – 3.1.1.4 herein. |
| 3.1.1.6. | The conditions referred to in Clause 3.1.1.1. – 3.1.1.4 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. – 3.1.1.4 herein. | See Clause 3.1.1.1. – 3.1.1.4 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 3 (three) years (2019, 2020, 2021 or later to the date of submission of the Tender) has successful experience in providing similar works/services – at least 2 contracts, which are equal to the procurement subject, completed.  Contracts within the framework of which the Tenderer has performed diagnostics of the technical condition of natural gas wells, industrial safety expertise (with interpretation of results; preparation of an opinion/final report) and attestation of natural gas wells will be considered equal to the subject of procurement.  *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 3-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 fulfilment 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 has a permit/license for the performance of technical condition diagnostics and industrial safety expertise of natural gas wells issued by the competent authority of the country of registration or the country in which the economic activity is carried out.  *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.* | Copies of documents certifying the Tenderer's compliance with the requirements mentioned in this paragraph: licenses, permits, certificates, etc. | |
| 3.1.1.12. | The Tenderer has appropriate resources for the execution of the Works and ensures that qualified and experienced specialists are involved in the execution of the Contract.  The Tenderer involves at least the following qualified and experienced specialists: | 1. List of specialists offered by the Tenderer in accordance with Annex No. 5, which contains all the information, so that the Client can clearly verify compliance with the requirements referred to in this paragraph. 2. Copies of documents certifying the education / qualification of specialists: certificates, licenses, diplomas, etc. | |
| 3.1.1.12.1. | At least 1 (one) specialist geophysicist:  - have a higher education in the related field responding to the topic of this Tender;  - over the last 3 (three) years (2019, 2020, 2021 or later to the date of submission of the Tender) has successful experience in providing similar works/services – at least 2 contracts, which are equal to the procurement subject, completed.  Contracts within the framework of which the specialist has performed interpretation of results of diagnostics of the technical condition of natural gas wells and industrial safety expertise, preparation of an opinion/final report and attestation of natural gas wells will be considered equal to the subject of procurement. |
| 3.1.1.12.2. | Experts:  - have the right to carry out diagnostic work on the technical condition of natural gas wells and industrial safety expertise;  - has experience in performing diagnostics of the technical condition of natural gas wells and industrial safety expertise. |
| 3.1.1.13. | The Tenderer is not directly or indirectly related to PJSC “Gazprom” and its related companies (due to certification requirements). | In such case, information must be included 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 Tenderer shall indicate in the financial tender whether it requires an advance payment, as well as the amount of the advance payment as a percentage of the total offered contract price. The amount of the advance payment may not exceed 20%. The Tenderer must observe that the advance will be paid within 10 (ten) working days after the signing the Contract and corresponding invoice is received. Tenders with an advance of more than 20% may be rejected as non-compliant with the Regulations.
       5. 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. because 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. The Tenderer has the right to submit the Tender in pdf. format, but not signed with a secure electronic signature containing a timestamp. In that case, the Tenderer is obliged to submit a signed original of the Tender at the request of the procurement commission until the decision on the outcome of the negotiation procedure is adopted.
    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 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 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. The Tenderer must submit the Tender and the documents attached to it **by October 14, 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 5.1.1.);
       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 Regulations.

## 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 negotiate on the technical tender in accordance with 5.5. 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 5.5. 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 only the offered contract price (the total amount of the Contract). The Commission will recognize the Tender with the lowest offered contract price (the total amount of the Contract) that complies with the requirements of the Regulations as the most economically advantageous Tender.
    2. 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.
    3. The Committee awards the Contract to the Tenderer whose Tender is considered to comply with the requirements of the Procurement Regulations and is the most economically advantageous.

## Decision making

* + 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.

## When concluding the Contract with the winner of the Procurement (hereinafter referred to as the Contractor), according to the result of the negotiations, the terms/clauses will be included in the following or revised version.

## The Contractor is obliged to perform the Works in compliance with the laws and regulations of the Republic of Latvia and European Union in accordance with the existing working regimes of the Customer's transmission gas pipelines.

## The Contractor is obliged to perform the Works in accordance with the Work execution schedule prepared by the Contractor and agreed with the Customer.

## For non-compliance with the terms of execution and handover of the Works specified in the Contractor, the Customer has the right to apply to the Contractor a contractual penalty in the amount of 0,2 % of the total amount of the Works in the relevant year (excluding VAT) for each calendar day of delay, but no more than 10% of the total amount of the Contractor. Payment of the contractual penalty does not release the Contractor from the performance of the contractual obligations. The Customer will be entitled to deduct the sums payable from the contractor for the high-quality works performed and accepted by the Customer.

## The Contractor appoints the responsible Works Manager who will ensure the execution of the Works, their management and supervision, as well as communication with the Customer.

## The Contractor is fully responsible for complying with fire safety and labor protection requirements in accordance with the procedures set forth in the regulatory acts of the Republic of Latvia.

## During the execution of the Works, the Contractor is responsible for the occupational safety of its employees and other persons involved in the execution of the Works, ensuring working conditions safe for health and life, organizing occupational safety measures and their execution control system in accordance with the legal enactments of the Republic of Latvia.

## During the execution of the Works, the Customer has the right to stop the execution of the Works if the Contractor allows a violation of fire safety or work safety norms.

## Advance payment (if provided for) is made within 20 (twenty) working days from the date of entry into force of the Contractor and the date of receipt of the corresponding payment request (invoice) of the Contractor. The advance payment is paid for the Works planned for each year.

## Procedures and deadlines for execution, handover, and acceptance of works.

## Before starting the execution of the Works, the Contractor shall, at his own expense, conclude a civil liability insurance contract (insurance against damage to the Customer, as well as to the life or health of third parties, and damage caused to the Customer's property, as well as to the property of third parties) in accordance with the regulatory enactments of the relevant field for an amount that is not less than the amount of the Contract. The Contractor submits to the Customer copies of the policy and the document certifying the payment of the insurance premium and the validity and applicability of the policy to the subject of the Contract.

## The Contractor must ensure the validity of the insurance policy throughout the duration of the Contract. The Contractor must submit a new insurance policy to the Customer if the insurance policy expires before the expiration of the Contract, as well as a document certifying the payment of the full insurance premium, ensuring continuity of insurance.

## Disputes and disagreements that arise during the execution of the Contract shall be resolved by the Parties through mutual negotiations. If the Parties cannot come to an agreement within 30 (thirty) days, then any dispute, disagreement or claim related to the Contract, its termination, amendment, or validity shall be resolved in the court of the Republic of Latvia, in accordance with the applicable laws and regulations of the Republic of Latvia.

## The customer has the right to unilaterally terminate the contract before the deadline without explaining the reasons, by notifying the Contractor in writing 1 (one) month in advance. In this case, the Customer is obliged to pay the Contractor for the Works performed and accepted by the Customer, based on the act of acceptance - handover.

## The Customer has the right to unilaterally terminate the Contract by notifying the Contractor in writing 5 (five) working days in advance, if:

## Due to his own fault, the Contractor delays the execution and delivery of the Works specified in the Agreement by more than 15 (fifteen) working days;

## The Contractor performs the Works in accordance with the provisions of the Contract, or otherwise violates the provisions of the Contract, for which he was warned by the Customer, but did not remedy the violation in accordance with the Customer's instructions within the deadline set by the Customer;

## An insolvency proceeding has been declared for the Contractor, its economic activity has been suspended or the Contractor is being liquidated;

## It is impossible to execute the Contract because international or national sanctions or sanctions imposed by a member state of the EU or the North Atlantic Treaty Organization affecting significant financial and capital market interests have been applied during the execution of the Contract;

## The executor has been found guilty of a violation of competition law by a decision of a competent institution or a court judgment that has entered into force and has become indisputable and non-appealable, which is manifested as a horizontal cartel agreement, except for the case when the relevant institution, having established a violation of competition law, for cooperation in the leniency program has exempted the Contractor from the fine or reduced the fine.

## 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 7.11. or 7.12. 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 7.11. or 7.12. 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 fulfil the obligations set out in paragraph 7.11. or 7.12. 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 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, September 23, 2022

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

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

**"Technical condition diagnostics and industrial safety expertise works and recertification of JSC “Conexus Baltic Grid” Incukalns underground gas storage wells"**

(ID No. PRO-2022/225)

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 29.11.2021. 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 Technical condition diagnostics and industrial safety expertise works and recertification of**

**JSC “Conexus Baltic Grid” Incukalns underground gas storage wells.**

**GENERAL REQUIREMENTS**

1. The customer has the right, at his discretion, to make changes in the scope of work (increase or decrease) within 20%, while the payment for the unit remains in accordance with the ones specified in the Contractor's offer. In this case, the payment for the performed Works is calculated proportionally, considering the unit prices specified in the Financial Offer. The amount of the contract may decrease or increase in connection with the actual scope of the Works performed.
2. The Contractor must submit a list of employees to the Customer 15 (fifteen) days before the commencement of the Works. The amount of information to be included in the list of employees will be determined by the Customer. The Customer reserves the right to refuse entry of individual employees to the Customer's facilities.
3. The Contractor is fully responsible for complying with fire safety and labor protection requirements.
4. In the course of performing the Works, the Customer has the right to stop the performance of the works if the Applicant allows a violation of fire safety or work safety norms.

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| --- | --- |
| **CUSTOMER REQUIREMENTS** | **TENDERER’S OFFER** |
| |  |  |  | | --- | --- | --- | | **TEHNISKAIS UZDEVUMS** | **TECHNICAL TASK** | | | **Akciju sabiedrības „Conexus Baltic Grid” Inčukalna pazemes gāzes krātuves urbumu tehniskā stāvokļa diagnostika un rūpnieciskās drošības ekspertīze 2022. - 2023. gados** | **For technical condition diagnostics and industrial safety expertise works and recertification of JSC “Conexus Baltic Grid” Incukalns UGS wells**  **in 2022-2023.** | | | 1. **Darbu mērķis:** | **1. Target of the works:** | | | Kopā 29 urbumu un urbumu atveres aprīkojuma atlikušā drošas ekspluatācijas laika noteikšana, no kuriem 22 urbumiem pēc kapitālā remonta un 7 urbumiem periodiskā atestācija, pamatojoties uz sekojošiem darbiem: | To determine the technical condition and remaining safe operational time of 29 wells and wellhead equipment (22 wells after workover and 7 periodic certification) based on the following works: | | | - urbumu atveres aprīkojuma un cauruļvadu apsaites (līdz šleifa aizbīdnim Nr.8) tehniskā diagnostika; | - The technical diagnostics of wellhead equipment and piping (up to the pipeline valve No 8); | | | - urbumu apvalkcauruļu, uzmavu un sūkņu kompresoru cauruļu nolietojuma un hermētiskuma noteikšana; | - Determine the degree of wear and tightness of casing pipes, tubing and coupling joints; | | | - starpkolonnu un aizcauruļu telpas (urbumiem, kuri aprīkoti ar pakeriem) stāvokļa novērtēšana balstoties uz ģeofizikālo pētījumu rezultātiem. | - assess the condition of the inter-column and casing space (for wells equipped with packers) based on the results of geophysical surveys. | | | Darbs tiek veikts saskaņā ar Latvijas Republikas valsts standartu LVS 364:2020 „Dabasgāzes krātuves ūdensnesējslāņos un pārvades sistēmas ekspluatācija, tehniskā apkope un remonts” un sekojošiem nozares standartiem: | The work is executed in accordance with the state standard of the Republic of Latvia LVS 364:2020 “Operation, maintenance and repair of natural gas storage in aquifers and transmission pipeline system” and the following industry standards: | | | LVS NS GS-08:2009 Pazemes gāzes krātuves urbumu ar starpkolonnu spiedieniem ekspluatācijas nosacījumi; | LVS NS GS-08:2009 “Operating conditions for underground gas storage wells with inter-column pressures”; | | | LV NS GS-09:2009 Pazemes gāzes krātuves sistēmas ekspluatācijas drošības noteikumi; | LV NS GS-09:2009 “Safety Rules for the Operation of the Underground Gas Storage System”; | | | LV NS GS-20:2011 Urbumu diagnostika; | LV NS GS-20:2011 “Well diagnostics”; | | | LVS NS GS-21:2011 Pazemes gāzes krātuves. Fontāna armatūra un urbumu atveres aprīkojums. Tehniskas diagnostikas veikšana; | LVS NS GS-21:2011 “Underground gas storage facilities. Wellhead and Christmas Tree Equipment and Fittings. Carrying out technical diagnostics”; | | | LVS EN 12732:2011 Gāzapgādes sistēmas. Tērauda cauruļvadu metināšana. Funkcionālās prasības; | LVS EN 12732:2011 “Gas supply systems – Welding steel pipework – Functional requirements”; | | | LVS EN ISO 10432 Naftas un dabasgāzes rūpniecība. Atradņu urbuma iekārtas. Apakšzemes drošības vārstu aprīkojums; | LVS EN ISO 10432 “Petroleum and natural gas industries — Downhole equipment — Subsurface safety valve equipment”; | | | LVS EN 1918:1 Gāzes apgādes sistēmas – pazemes gāzes krātuve – 1. daļa: Darbības ieteikumi gāzes uzglabāšanai ūdens nesējslāņos; | LVS EN 1918:1 “Gas infrastructure - Underground gas storage - Part 1: Functional recommendations for storage in aquifers”; | | | LVS EN 1918:5 Gāzes apgādes sistēmas. Pazemes gāzes krātuve – 5. daļa: Darbības ieteikumi virszemes ierīcēm. | LVS EN 1918:5 “Gas infrastructure - Underground gas storage - Part 5: Functional recommendations for surface facilities”. | | | 1. **Darbu saturs un apjoms:** | **2. Composition and scope of works:** | | | 2.1. Tehniskās dokumentācijas analīze: | 2.1. Review of technical documentation: | | | 2.1.1. Urbuma lietas, fontānarmatūras (FA) un kolongalvas (KG) pases, FA un KG elementu darba rasējumu un ekspluatācijas dokumenti; | 2.1.1. Wells files, certificates of Christmas Tree Equipment (CT) and Wellhead (WH), operational documents, wellhead equipment schematics, working drawings of CT and WH elements; | | | 2.1.2. Atestējamo urbumu ģeofizikālo pētījumu rezultātu analīze un nepieciešamības gadījumā to reinterpretācija; | 2.1.2. Review the results of geophysical surveys of the certified wells and reinterpretation of them, if it is necessary; | | | 2.1.3. Urbumu apvalkcauruļu stiprības aprēķināšana, izmantojot ģeofizikālos datus (profilometrijas dati); | 2.1.3. Casing strength calculations using geophysical data (profilometric data); | | | 2.1.4. Pasūtītājs nodod Izpildītājam sekojošus datus (elektroniskā formātā): | 2.1.4. The customer shall provide the contractor with the following data (in electronic format): | | | * urbumu lietas; | * Well documentation; | | | * urbumu kapitālā remonta lietas; | * Well workover documentation; | | | * LAS formātā iepriekšējo gadu magnētisko impulsu defektoskopijas (MID), gāzdinamiskās karotāžas, neitronu gamma karotāžas datus; | * Magnetic impulse defectoscopy, gas dynamic and neutron gamma ray logging data in LAS format of previous years; | | | * urbuma urbšanas karotāžas datus; | * well drilling log data; | | | * gamma karotāžas (GK) un cauruļu uzmavu lokācijas datus; | * well neutron gamma logs and coupling location data; | | | * ģeoloģisko informāciju par Inčukalna PGK kolektorslāni un tā pārsegslāni. | * data on the geological cross-section and geological structure of the reservoir. | | | 2.2. Urbumu dokumentācijas pārbaude: | 2.2. Review of technical documentation: | | | 2.2.1. Urbuma atbilstība aktuālām normām un standartu prasībām: atbilstība projektam, celtniecības un ekspluatācijas atbilstība; | 2.2.1. Correspondence of wells with the current regulations and requirements: design, construction, and operation; | | | 2.2.2. Urbuma atveres cauruļvadu apsaites atbilstība projektam un normatīvām prasībām. | 2.2.2. Compliance of the wells casing with design and regulatory requirements. | | | 2.3. Urbumu tehniskā stāvokļa diagnostika: | 2.3. Technical diagnostic of wells: | | | 2.3.1. urbumu atveres aprīkojuma elementu, fontānarmatūras (FA), cauruļvadu apsaites un apvalkcauruļu pieatveres intervāla sieniņu biezuma noteikšana; | 2.3.1. Determination of the material thickness of the wells surface equipment and elements, fittings, Christmas Tree Equipment (CT), production fittings (PF), wellhead pipework (WP) and wellhead section (WHS) elements; | | | 2.3.2. urbumu atveres aprīkojuma, cauruļvadu apsaites, apvalkcauruļu pieatveres intervāla, fontānarmatūras korpusa metāla, vītņu un atloku savienojumu, metinājuma šuvju vizuālā mērījumu kontrole; | 2.3.2. visual and dimensional inspection and control of wells surface equipment, piping, casing, christmas tree’s metal thickness, threads, flanged connections, and welds; | | | 2.3.3. urbumu starpkolonnu un aizcauruļu telpas gāzdinamiskie pētījumi. Starpkolonnu un aizcauruļu telpas plūsmu debita noteikšana un spiediena atjaunošanās līknes ierakstīšana; | 2.3.3. gas dynamic studies of inter-casing (ICS) and annular space (AS). Pressure recovery curve recordings, gas flow measurements at wells with inter-casing (ICS) and annulus (AS) pressure; | | | 2.3.4. urbumu pretkorozijas atbilstības pārklājuma pārbaude un cauruļvadu apsaites atbilstoša slīpuma ģeodēziskie mērījumi; | 2.3.4. geodetic measurements of wells connecting pipings angles, inspection of wells casing isolation coating; | | | 2.3.5. citas, IZPILDĪTĀJA piedāvātās, urbuma konstrukciju negraujošās kontroles un izmēģinājumu metodes. | 2.3.5. other non-destructive testing and inspection methods of the wells offered by the CONTRACTOR. | | | 2.4. urbumu ekspluatācijas kolonnu korozijas pakāpes noteikšana un atlikušā droša ekspluatācijas laika aprēķināšana pamatojoties uz ģeofizikālo pētījumu datiem. | 2.4. Determination of the material wear degree and of corrosion impact of the wells tubing and production casing and calculation of the remaining safe operational time of the well based on geophysical survey data. | | | 2.4.1. urbumu apvalkcauruļu, sūkņu kompresoru cauruļu (SKC) un to uzmavu savienojumu hermētiskuma un nolietojuma pakāpes noteikšana ar magnētisko impulsu defektoskopijas (MID) metožu kompleksu. Pētījumi tiek veikti caur SKC visā urbuma stobrā (~800m) ar MID metožu kompleksu, gāzdinamisko (magnētiskā lokācija, barometrija un termometrija) un radioaktīvo karotāžu; | 2.4.1. Assessment of tightness and wear degree of wells tubing its couplings and casing by a complex of magnetic-impulse defectoscopy (MPD) methods. The research is carried out through the tubing from the bottomhole to the wellhead by MPD methods, gas dynamic logging (magnetic location, barometry, thermometry) and radioactive logging, along the whole wellbore (~800 m); | | | 2.4.2. urbumos veikto ģeofizikālo pētījumu (p. 2.4.1.) rezultātu interpretācija; | 2.4.2. Interpretation of the results of geophysical surveys (clause 2.4.1.) in wells; | | | 2.4.3. urbumu apvalkcauruļu, sūkņu kompresoru cauruļu (SKC) un to uzmavu savienojumu hermētiskuma un nolietošanās pakāpes slēdzienu sagatavošana un iesniegšana. | 2.4.3. Provide conclusions on the degree of wear and tightness of tubing, couplings and well casing pipes. | | | 2.5. Urbumu atveres aprīkojuma un cauruļvadu apsaites nolietojuma pakāpes noteikšana un atlikušā ekspluatācijas resursa aprēķināšana. | 2.5. Determining the degree of wear and calculating the remaining lifespan/operational time of the wellhead equipment, the casing, and pipelines. | | | 2.6. Urbumos atklāto defektu un bojājumu analīze. | 2.6. Review and analysis of detected faults and defects. | | | 2.7. Pamatojoties uz iegūtajiem datiem, veikt urbumu atestāciju, norādot nākamās nepieciešamās atestācijas laiku, kā arī izsniegt konstatēto defektu un bojājumu novēršanas rekomendācijas pārskata formā. | 2.7. Based on the data obtained, certify the wells, indicating the time of the next required attestation/certification, and provide recommendations in a report for the prevention and elimination of the defects and found technical faults/discrepancies. | | | 2.8. Kopējais urbumu tehniskā stāvokļa diagnostikas un rūpnieciskās drošības ekspertīzes darbu apjoms - 29 urbumi, no kuriem: | 2.8. The total scope of work for technical condition diagnostics and industrial safety expertise of wells is 29 wells, of which: | | | 2.8.1. 2022. gadā 11 ekspluatācijas urbumi pēc kapitālā remonta, 3 novērošanas urbumu kārtējā atestācija.  Kopā: 14 urbumi. | 2.8.1. In 2022, 11 production wells after workover/refurbishment for initial certification, 3 observation/monitoring wells for scheduled attestation.  Total: 14 wells. | | | 2.8.2. 2023. gadā 11 ekspluatācijas urbumi pēc kapitālā remonta, 2 ekspluatācijas urbumu kārtējā atestācija, 1 novērošanas urbuma kārtējā atestācija 1 tehniskā urbuma kārtējā atestācija Kopā: 15 urbumi. | 2.8.2. In 2023, 11 production wells after workover, 2 production wells regular attestation, 1 observation well regular attestation 1 technical well regular attestation. Total: 15 wells. | | | 2.9. Darbu apjoms katrā konkrētā gadā var mainīties, nemainot kopējo darba apjomu. | 2.9. The work scope may vary from year to year without changing the overall workload. | | | **3. Darbu izpildīšanas nosacījumi** | **3. Conditions for execution of the works** | | | 3.1. Pirms darbu sākuma, IZPILDĪTĀJS tiek iepazīstināts ar urbumu konstrukcijām, darbu veikšanas apstākļiem un citu nepieciešamo tehnisko informāciju. | 3.1. Before starting work, the CONTRACTOR shall understand and review the design of the wells to be investigated, and the conditions of the work and other necessary technical information. | | | 3.2. Darbi, noteiktie Tehniskā uzdevuma punktā 2, pilnā apjomā tiek izpildīti Inčukalna pazemes gāzes krātuves teritorijā, Latvijas Republikā ar IZPILDĪTĀJA aprīkojumu. | 3.2. The works specified in Clause 2. of the TECHNICAL TASK shall be carried out in their full specified amount on the territory of Incukalns Underground Gas Storage in the Republic of Latvia by the CONTRACTOR's equipment. | | | 3.2.1. Ja IZPILDĪTĀJA personālam nav iespējams ierasties Tehniskā uzdevuma punktā 2.4.1. darbu veikšanas vietā, epidemioloģiskās situācijas radīto ierobežojumu dēļ, IZPILDĪTĀJS nosūta apdrošinātu aprīkojumu un darba veikšanas metodiku (darbu plānu un detalizētas instrukcijas). Darbus veic Inčukalna pazemes gāzes krātuves darbinieki. IZPILDĪTĀJS sniedz nepieciešamās konsultācijas darbu izpildes laikā. | 3.2.1. In case, if the CONTRACTOR's personnel are unable to arrive at the specified workplace indicated in clause 2.4.1. due to the epidemiological situation or other *Force Majeure* restrictions, the CONTRACTOR shall send the insured equipment and methodology (work plan and detailed instructions) for work execution. The works shall be carried out by the staff of Incukalns UGS. The CONTRACTOR shall provide the necessary advice during the execution of the works. | | | 3.2.2. IZPILDĪTĀJA aprīkojumam ievedamam un nododamam PASŪTĪTĀJA personālam jābūt apdrošinātam no bojājumiem, kas var rasties PASŪTĪTĀJA personāla darbības rezultātā un citu iemeslu dēļ, saskaņā ar Konkursa nolikumu | 3.2.2. The CONTRACTOR's equipment to be brought and handed over by the CONTRACTOR to the CUSTOMER's personnel shall be insured against damage caused by the CUSTOMER's personnel and other conditions stipulated in the Tender Regulations. | | | 3.2. Nepieciešamo aprīkojumu un aparatūru no mītnes zemes līdz Darbu veikšanas vietai un atpakaļ IZPILDĪTĀJS nogādā patstāvīgi. | 3.2. All necessary equipment and devices from the country of residence to the place of the Works and back shall be transported by the CONTRACTOR. | | | Īslaicīgi ievedamais Latvijas Republikā IZPILDĪTĀJA aprīkojums un aparatūra ir IZPILDĪTĀJA īpašums un pēc visu Līguma saistību izpildīšanas tiek atgriezts IZPILDĪTĀJA mītnes zemē. | The Equipment and devices temporarily imported into the Republic of Latvia by the CONTRACTOR shall be the property of the CONTRACTOR and shall be returned to the country of residence of the CONTRACTOR after the completion of all obligations under the Agreement. | | | 3.3. IZPILDĪTĀJS patstāvīgi izmanto aprīkojumu, īslaicīgi ievesto un sagatavoto saskaņā ar tehniskajām instrukcijām, darbu izpildīšanai Inčukalna PGK. | 3.3. The CONTRACTOR shall use the temporarily imported and prepared equipment in accordance with the technical instructions for carrying out work at Incukalns UGS. | | | 3.4. PASŪTĪTĀJS sagatavo nepieciešamās zemes, uguns un gazesbīstamo darbu atļaujas un nodrošina urbuma sagatavošanu diagnostikas un ģeofizikāliem darbiem. | 3.4. CUSTOMER prepares the necessary permits for earthworks, fire and gas works and prepares wells for diagnostic and geophysical works. | | | 3.5. PASŪTĪTĀJS nodod lietošanai IZPILDĪTĀJAM šādu aprīkojumu (tabula Nr.1): | 3.5. CUSTOMER shall provide the following equipment to the CONTRACTOR (Table No.1): | | | |  |  | | --- | --- | |  | Table No.1 |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | | **Nr.p/k** | **Aprīkojuma nosaukums** | **Daudzums** | **No. item.** | **Name of equipment** | **Quantity** | | 1. | Karotāžas stacija uz automašīnas MAN šasijas, apvienota ar vinču, kam uztīts 3 000 m bruņu viendzīslas 6,3mm un 8,3mm diametra kabelis. | 1 | 1. | A logging station on a MAN chassis, with a winch system  equipped with 3 000 m of 6.3mm and 8.3mm diameter single-string armoured cable. | 1 | | 2. | Gāzes dinamiskās karotāžas aparatūra SKAT-K8 un/vai Kedr-M-B-38K5 | 2 | 2. | SKAT-K8 and/or Kedr-M-B-38K5 gas-dynamic logging probes | 2 | | 3. | Radioaktīvās karotāžas aparatūra SKAT-RK un/vai Kedr-M-B-38K5 | 2 | 3. | Radioactive logging equipment SKAT-RK and/or KEDR-M-B-38K5 | 2 | | 4. | Lubrikātors ULG– 65×14 - 14 МPa (komplekts) | 1 | 4. | Well flange Lubricator system for wireline/cable ULG - 65×14 - 14 MPa (set) | 1 | | 5. | Digitālā reģistrējošā sistēma GeoMAK un/vai Kedr 05 | 1 | 5. | GeoMAC and/or KEDR 05 digital recording system | 1 | | 6. | Ģeofizikālais pacelšanas tornis tornis Palfinger PK21.501 SLD3 uz MAN šasijas | 1 | 6. | Geophysical loader crane Palfinger PK 21.501 SLD3 on MAN chassis. | 1 | | 7. | Jonizējošā starojuma avots ИБН-241-6-1 tipa ar rādionukleīdu Amerīcijs-241 ar neitronu plūsmu 8.99×1010 Bq (bekereli) | 1 | 7. | Radioactive source with radionuclide americium-241 type IBN-241-6-1 with neutron flux 8.99×1010 Bq (becquerels) | 1 | | | | | Aprīkojums darba veikšanai saskaņā ar Tehnisko uzdevumu tiek nodots ar Pušu saskaņotu pieņemšanas - nodošanas aktu. | The equipment to be used for the work according to the specification shall be handed over under an acceptance certificate agreed between the parties. | | **4. Gaidāmie rezultāti:** | **4. Expected results:** | | 4.1. Izpildīto darbu rezultātā katram urbumam jānosaka urbuma atveres (virszemes aprīkojuma) un pazemes aprīkojuma tehniskais stāvoklis, aizcauruļu telpas un urbuma konstrukcijas elementu hermētiskums, Sagatavot informāciju par atklātajiem starpkolonnu pārplūžu intervāliem, ja tādi fiksēti. | 4.1. As a result of the work performed for each well, the technical condition of the wellhead and downhole equipment will be determined, the degree of tightness of well structure elements and wellbore space, and information will be provided on identified intervals of inter-casing gas flows. | | 4.2. Pamatojoties uz iegūtajiem datiem, būs aprēķināts urbuma aprīkojuma atlikušais drošas ekspluatācijas laiks, veikta urbumu un urbumu atveres aprīkojuma atestācija, uzrādot nākamās veicamās atestācijas laiku, kā arī izsniegtas konstatēto defektu un bojājumu novēršanas rekomendācijas pārskata formā. | 4.2. Based on the data obtained, the residual lifespan/safe operational tim of wells and wellhead equipment will be calculated, wells and wellhead equipment will be certified with an indication of the period for the next certification, and recommendations will be given for elimination of defects and faults detected. | | **5. Darbu rezultātu iesniedzamā forma:** | **5. The work results presentation form:** | | 5.1. Darbu izpildes gaitā IZPILDĪTĀJS nodod PASŪTĪTĀJAM operatīvo informāciju par urbumu atveres un pazemes aprīkojuma tehnisko stāvokli pārskatāma veidā (word, excel formātā). | 5.1. During the execution of the works, the CONTRACTOR shall provide the CLIENT with operational information on the technical condition of the boreholes and underground equipment in a transparent form (word, excel format). | | 5.2. Pamatojoties uz darbu rezultātiem, IZPILDĪTĀJS iesniedz PASŪTĪTĀJAM: | 5.2. The CONTRACTOR shall submit the results of the work performed to the CUSTOMER: | | 5.2.1. Informatīvu pārskatu par Inčukalna PGK urbumu diagnostikas darbiem, kā arī ģeofizisko informāciju LAS formātā. | 5.2.1. Information report on the diagnostic work carried out on Incukalns UGS wells, as well as geophysical information in LAS format. | | 5.2.2. Inčukalna PGK urbumu rūpnieciskās drošības ekspertīzes (RDE) slēdzieni drukātā formā vienā eksemplārā un digitāli. | 5.2.2. Industrial Safety Assessment (ISA) Reports for each well in 1 original hard copy and electronically. | | 5.2.3. Inčukalna PGK urbumu rūpnieciskās drošības ekspertīzes un tehniskās diagnostikas gala pārskats. | 5.2.3. Final Report on Industrial Safety Assessment (ISA) and Technical Diagnostics of Incukalns UGS Wells. | | 5.3. RDE slēdzienam ir jāsatur:   * + urbumu drošas ekspluatācijas laiku, konstatēto bojājumu un defektu novēršanas rekomendācijas; | 5.3. The industrial safety assessment (ISA) report shall contain:   * the lifetime of the well and recommendations for remedying identified defects and failures; | | * urbumu cauruļvadu apsaites, KG un FA un pazemes aprīkojuma drošas ekspluatācijas laiku; | * Lifetime of Christmas Tree Equipment, wellheads, and pipeline bundles; | | * secinājumus par urbumu kapitālā remonta nepieciešamību un veikšanas secību atkarībā no urbuma stāvokļa. | * conclusions on the need for and sequence of well workovers depending on the condition of the well | | 5.4. RDE gala pārskatam ir jāsatur, rūpnieciskās drošības ekspertīzes un tehniskās diagnostikas galvenos rezultātus ar norādītiem atestācijas pagarināšanas termiņiem urbumiem. | 5.4. The final report of the industrial safety assessment shall contain the main results of the industrial safety assessment and the technical diagnostics, with the deadlines for the extension of the attestation for the wells indicated. | | **6. Atskaites forma:** | **6. Reporting form**: | | 6.1. Darbu veikšanas laikā, PASŪTĪTĀJAM tiek sniegta operatīvā informācija par katra urbumа aprīkojuma un atveres (virszemes aprīkojuma) tehnisko stāvokli. | 6.1. In the course of the work CUSTOMER is provided with up-to-date information on the technical condition of the wells, wellheads, and downhole equipment for each well. | | 6.2. Katra kalendārā gada beigās (bet ne vēlāk kā līdz 10. decembrim) IZPILDĪTĀJS iesniedz gada pārskatu par izpildītajiem diagnostikas darbiem Inčukalna pazemes gāzes krātuves urbumos, un katra urbuma rūpnieciskās drošības ekspertīzes slēdzienus. | 6.2. At the end of each calendar year (but no later than December 10), the CONTRACTOR shall submit a report on the diagnostic work carried out on the Incukalns UGS wells and an industrial safety assessment report for each well. | | 1. **Darbu izpildes termiņi:** | **7. Work timeline:** | | 7.1. Darbu veikšanas sākums: 2022. gadā – ar līguma parakstīšanas dienu;  Nobeigums: 2023. gadā – 20. decembris. | 7.1. Beginning of work: 2022 from the date of signing the contract;  Finish: 20. December 2023. | | ***In addition, the Tenderer should provide such information:***   1. ***Tenderer's project / description of the proposed Works organization, methods, implementation process by stages.*** 2. ***List of main equipment with owned or leased mechanisms, special tools and other equipment necessary for the performance of the Works*** |

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 “Technical condition diagnostics and industrial safety expertise works and recertification of JSC “Conexus Baltic Grid” Incukalns underground gas storage wells”, ID No.PRO-2022/225, the works and services referred to in the technical specifications for the following costs

| **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.** | Mobilization of the necessary equipment and facilities for the performance of the Works | Set |  |  |  |
| **2.** | Diagnostics of the technical condition of production wells (after refurbishment works) and industrial safety expertise: performance of all Works in accordance with the List of Works specified in the Technical Specification | Pcs |  |  |  |
| **3.** | Diagnostics of the technical condition of production and monitoring wells and industrial safety expertise: performance of all Works in accordance with the List of Works specified in the Technical Specification | Pcs |  |  |  |
| **4.** | Cameral works and reporting for each well separately and final report preparation including the next scheduled diagnostics works for each well according to the technical evaluation data | Pcs |  |  |  |
| **5.** | Demobilization of the equipment and facilities used in the performance of works | Set |  |  |  |
| **6.** | Staff business trip expenses | Set |  |  |  |
| **7.** | *Other expenses (specify, if any)* | Set/Pcs |  |  |  |
| **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.***

***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.***

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

**ADVANCE PAYMENT:**

The Tenderer ***needs / does not need*** ***(select required, delete unrequired)*** an advance in the amount of \_\_\_\_% (\_\_\_\_ percent) of the total amount of the Contract fee.

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 (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:\_\_\_\_\_\_\_\_\_\_\_\_