

**Akciju sabiedrība “Conexus Baltic Grid”**

Reģistrācijas Nr. 40203041605

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**ATKLĀTA SARUNU PROCEDŪRA**

**“Urbumu izmēģinājumi ar akustiskiem smilts detektoriem 2024. gadā”**

**NOLIKUMS**

(Iepirkuma identifikācijas numurs PRO-2024/116)

**OPEN NEGOTIATED PROCEDURE**

**“Well testing with acoustic sand detectors in 2024”**

**REGULATIONS**

(Procurement identification number PRO-2024/116)

**Riga, 2024**

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| **GENERAL CONDITIONS OF THE OPEN NEGOTIATED PROCEDURE**  **THE TERMS**   1. Open negotiated procedure (hereinafter referred to as "Procurement", "Procurement procedure", "Negotiated procedure")- a procurement procedure in which the public service provider consults with the economic operators, who have submitted the tenders, and organises negotiations on the terms of the procurement contract with one or more of them; 2. Commission - procurement commission of Joint Stock Company "Conexus Baltic Grid", set up to organise the procurement procedure; 3. Regulations or Invitation to submit tenders (hereinafter - “Negotiated procedure documents”, “Invitation”, Regulations) – the regulations of the Negotiated procedure (negotiation process) with annexes and any clarifications, explanations or any changes that may occur during the procurement procedure; 4. Economic operator - a natural person or a legal person, a contracting authority, a public service provider, or an association of such persons in any combination thereof which offer to perform construction works, supply products or provide services accordingly; 5. Tenderer - an economic operator who has submitted a tender; 6. Tender - submitted by the Tenderer documents with annexes and any clarifications, explanations or any changes that may occur during the procurement procedure.   The designation or explanation of several terms may also be given in the text of the Regulations. | |
| Public Service Provider, procurement procedure | |
| Joint Stock Company "Conexus Baltic Grid",  Unified Reg. No 40203041605,  Address: Stigu street 14, Riga, LV-1021, Latvia,  (hereinafter also Public Service Provider/Customer/Conexus) | | |
| pursuant to the Customer’s internal regulatory enactments organises the Procurement by publishing an invitation to participate, ensuring the efficient use of the Public Service Provider's financial means, the transparency of the procurement procedure, free competition of the suppliers and equal and fair treatment of them. | | |
| 1. The notice on this procurement procedure has been published on the website of the Procurement Monitoring Bureau of the Republic of Latvia [www.iub.gov.lv](http://www.iub.gov.lv). | | |
| 1. The Tenderer is considered a supplier, who has submitted a tender for the negotiated procedure. | | |
| 1. The negotiated procedure - Negotiations: | | |
| Only Tenderers, who have submitted Tenders, based on the Regulations, can participate in the negotiations. In the procurement procedure, the tenders submitted by the Tenderers are evaluated, negotiated and awarded. During the evaluation of tenders, the Customer shall check the compliance of the tenders with the requirements of the Invitation to submit tenders and, in accordance with the tender selection criteria, shall select the Tenderer, if necessary, hold negotiations and award the procurement contract. | | |
| Contact person of the Public Service Provider | | |
| **2.1.** Regarding the technical issues of the Procurement subject – Deputy Head of Geological Survey Artūrs Caucis, e-mail: [Arturs.Caucis@conexus.lv](mailto:Arturs.Caucis@conexus.lv);**2.2.** On the course of the negotiation procedure and the requirements included in the Regulations - Aleksandrs Tereševs, Leading Procurement Specialist of the Procurement Division of the Procurement Division of the Legal Department of the Joint Stock Company “Conexus Baltic Grid”, mob. tel. +371 26310214, e-mail: [aleksandrs.teresevs@conexus.lv](mailto:aleksandrs.teresevs@conexus.lv). | | |
| During the procurement procedure, communication on the Regulations and / or the procurement subject in accordance with the procedure set out in Clauses 5 and 7 of the Regulations shall be permitted only with the Public Service Provider's contact person. | | |

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| 1. **The subject and scope of the Negotiated procedure** |
| **3.1.** The subject of Negotiated procedure is to provide **well testing with acoustic sand detectors in 2024 at Incukalns underground gas storage (hereinafter - the Works)**, in accordance with the Technical Specification, Tender submitted by the Tenderer, terms of the Contract and the laws and regulations of the Republic of Latvia and the European Union.  **3.2.** Technical specification is in Annex No. 3 to the Regulations.  **3.3.** Service provider should be a legal entity established in a NATO country, NATO Contact Country (Australia, Japan, New Zealand, Republic of Korea), European Union or European Economic Area (hereinafter - EEA) member state or in the following countries that have joined the World Trade Organization Agreement on Public Procurement - Armenia, Australia, Canada, Iceland, Israel, Japan, Liechtenstein, Montenegro, Moldova, Netherlands for Aruba, Norway, New Zealand, South Korea, Singapore, Switzerland, Ukraine , United Kingdom and United States of America - and its beneficial owner is a citizen of one of the countries mentioned in this paragraph.  **3.4.** Procurement subject nomenclature (further – CPV codes):  Primary CPV code: 76000000-3 (Services related to the oil and gas industry).  Additional CPV codes: 76472000-2 (Well site inspection and testing services); 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).  **3.5.** The Tenderer shall submit only one Tender. The Tenderer who submits more than one Tender will be rejected. The submission of Tender variants (alternatives) is not allowed.  **3.6.** Scope of Supply is not divisible. The Tenderers must propose full scope of the amounts of the goods/works/services required. The Tenders for the part of the required scopes may be rejected.  **3.7.** The Customer is not related to the specified amount, i.e., the Customer is not obliged to order and pay for the full specified amount/number of goods / works / services. |
| **4. Places, terms of performing the contractual obligations and other conditions** |
| Execution place of the contract: JSC “Conexus Baltic Grid”, Incukalns Underground Gas Storage, Krimulda parish, Sigulda district, LV-2144, Latvia. **4.2.** Term and conditions of performance of the Contract / Works: |
| 4.2.1. The term of the Contract – 20 December 2024.  4.2.2. The Works must be completed and handed over not later than December 10, observing the conditions, terms and amounts/volumes included in the Technical Specification. The amount of Works may change. At the Customer's discretion, the total amount of Works may be changed (increased or reduced). In this case, the payment for the performed Works is calculated proportionally, considering the unit prices specified in the Financial Tender.  4.2.3. The Tender selection criterion is the most economically advantageous tender, which will be determined taking into account the criteria set out in Paragraph 18 of the Regulations.  **4.3.** The precise contract performance deadlines will be determined in accordance with the Bidder's proposal and/or contract performance schedule, which will be refined and mutually agreed upon before or after the signing of the procurement contract.   1. **General conditions for participation and exchange of information; engagement and replacement of subcontractors and staff members** |
| 1. The participation in the negotiated procedure and establishing of contract obligations shall be open on equal conditions for physical and legal persons established and operating in accordance with the laws of their country of origin. |
| 1. The Tenderer's participation in the negotiated procedure is a manifestation of their own free will. Having submitted the Tender, the Tenderer accepts all the binding requirements and stipulations incorporated in the Regulations. Any provision offered by the Tenderer in contradiction to the Regulations shall not be accepted and may serve as the basis for refusal of the Tender. |
| 1. The Tenderer shall carefully examine the Regulations and shall assume full responsibility for the Tender’s compliance with the requirements of the Regulations and its annexes. 2. The Regulations, amendments to the Regulations and answers to questions of interested suppliers are publicly available on Conexus’s website: <https://conexus.lv/procurements>. |
| 1. The Tenderer shall follow on a regular basis the information published on Conexus’s website concerning this procurement procedure. The Tenderer shall verify if all Regulations' documents, as well as explanations and amendments are received in full. |
| 1. The Customer shall not be held liable for the Tenders inadequately drawn up by the Tenderer, should the Tenderer fail to take into account the amendments, answers and updates regarding the requirements provided for in the Regulations published on the websites mentioned above. 2. The exchange of information between the Customer and Tenderers shall take place electronically, e.g., via e-mail, or by means of a secure electronic signature, or by the addition of a scanned document to an electronic mail. Oral information is not binding within the framework of the negotiated procedure. |
| 1. The Tenderer shall be obliged to confirm receipt of any information related to the procurement procedure and received from the Public Service Provider by sending an e-mail to the Public Service Provider's e-mail address that is indicated in the Regulations. |
| 1. If the Tenderer fails to confirm receipt of information from the Public Service Provider a printout of the Public Service Provider's respective e-mail can serve as proof of the fact that the information was sent. 2. The Tender shall be prepared in accordance with the requirements of the Regulations and its clarifications. Any condition proposed by the Tenderer and being in contradiction with the Regulations may constitute grounds for rejection of the Tender.  |  | | --- | | 1. If the Tenderer has formed a suppliers' association specifically for this order, the Tender shall be unified and provide (possibly) for a single contract. Each person of the suppliers' association (entitled to sign liability documents) shall sign the application letter. In this case, the Tender shall be jointly and severally binding to all member of the suppliers' association. The composition or structure of the suppliers' association may not be subject to change during the period from submission of the Tender until the consequent conclusion of a contract, if awarded. | | 1. The Tender may be signed by the representative of the suppliers' association only if the latter has been granted a written authorisation by the other members of the suppliers' association. Each such member of the suppliers' association shall submit a document confirming the authority of each of them to participate in the negotiated procedure so as if each of them individually would have acted as the Tenderer. | | | 1. The Tenderer shall cover all expenses related with preparation and submission of the Tender and the Public Service Provider in no way shall be responsible and shall not undertake any obligations concerning these expenses with respect to the course and result of evaluation of tenders. | | 1. If the Tenderer has included in their tender information, the disclosure of which might harm their commercial interests, and the Tenderer deems this information a trade secret, the Tenderer must clearly indicate this in the tender. The information, which the Public Service Provider must disclose in compliance with the requirements of the laws or the Regulations, cannot be specified as a trade secret. 2. Engagement and replacement of subcontractors and staff members:   5.15.1. The subcontractors, staff members shall be engaged by the Tenderer in the performance of the contract in accordance with the distribution of the parts or roles specified.  5.15.2. The Tenderer shall not be entitled without the consent of the Customer to replace the specified staff or subcontractors or engage additional subcontractors for the performance of the contract. The Customer may request the staff’s and subcontractors' views on the reasons for their replacement.  5.15.3. In any case, the replacement of the staff and subcontractors involved and / or the recruitment of new staff / subcontractors may only take place upon agreement with the Customer.  5.15.4. The selected Tenderer 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.  5.15.5. If the Customer in the course of performance of the Contract finds that the successful Tenderer (its subcontractor) has violated the conditions of the Regulations and/or Contract regarding replacement of the engaged staff or subcontractors or engagement of new subcontractors in the performance of the Contract, the Customer 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). | |
| |  |  | | --- | --- | | Language | | | 1. Documents of the Regulations are prepared in Latvian and/or English, in case of any inconsistency the Latvian version shall prevail. | | 1. The tender shall be prepared and submitted in Latvian or English, or in Latvian and English. The tender submitted by the Tenderer may also be in another language, but it must have enclosed translation in Latvian or English with the condition, that when interpreting the tender, the respective text of the translation takes precedence. The translation must be certified. The Tenderer is responsible for the compliance of the translation of the documents with the original. | |
| Clarifications of the negotiated procedure documents |
| 1. If the economic operator needs a clarification, it shall notify the Public Service Provider's contact person in due time by e-mail. |
| 1. If the economic operator 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 5 (five) calendar days prior to the deadline for tender submission. |
| 1. The Public Service Provider will send the additional information to the economic operator who has asked the question and simultaneously will post this information on Conexus’s website where documents of the procurement procedure are available by stating also the submitted question. 2. In case there is any inconsistency between any parts of the Regulations, the economic operator shall ask the Customer for the clarification. The decision of the Customer shall in any case be the final and binding. |
| Validity term of the Tender |
| 1. The validity term of the Tender submitted by the Tenderer shall be 3 (three) months past the tender submission deadline. Tenders with a shorter validity term may be deemed inappropriate and rejected. |
| 1. The Tender shall be binding on the Tenderer for its entire validity term. 2. The Public Service Provider may ask the Tenderer to extend the validity term of the Tender for a specific period. |

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| Exclusion conditions and Requirements of the Tenderers' selection | | | |
| 1. Provisions for the exclusion and the documents to be submitted for their eligibility verification, the qualification requirements, and the documents to be submitted to certify their fulfilment. | | | |
| **Exclusion conditions and requirements of the Tenderers' selection** | | **Documents to be submitted**  **A** - Documents proving non-eligibility of the exclusion conditions of a person registered or permanently residing in the Republic of Latvia  **B -** Documents proving non-eligibility of the exclusion conditions of a person registered or permanently residing in a foreign country | |
|  | The Customer shall reject the Tenderer from subsequent participation in the procurement procedure, finding any of the exclusions specified below. | | |
|  | 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 tender submission period or on the day of the decision awarding potential contract conclusion right. | A - Documents do not need to be submitted. The Customer will check non-eligibility of this exclusion condition taking into account the information posted in the information system stipulated by the Cabinet on the date of the last data update of the public tax debtors' database of the State Revenue Service and the Administration System of Immovable Property Tax.  B - If the Tenderer is registered or its permanent place of residence is outside Latvia, the Tenderer is entitled to attach documents in accordance with Clause 9.6.1 of the Regulations. | |
|  | If the Tenderer's insolvency proceedings have been announced, the Tenderer's economic activity has been suspended, the Tenderer is being liquidated. | A - Documents do not need to be submitted. The Customer will check non-eligibility of this exclusion condition in the Register of Enterprises.  B - If the Tenderer is registered or its permanent place of residence is outside Latvia, the Tenderer is entitled to attach documents in accordance with Clause 9.6.2 of the Regulations. | |
|  | The person, who prepared procurement documentation (the Public service provider's official or employee), a member of the procurement commission or an expert is related to the Tenderer or is interested in the selection of any Tenderer, and the Public service provider cannot eliminate this situation with any measures less restricting to the Tenderer. | If the Tenderer has information that it is related to the person who has drawn up the Negotiated procedure documents (Customer's official or employee), a member of the Commission or an expert, it shall be specified in the Tender. | |
|  | The Tenderer has advantages restricting competition in the procurement procedure, because it or a legal person related to it was involved in preparation of the procurement procedure and this cannot be eliminated using less restrictive measures and the Tenderer cannot prove that its activity or the activity of the legal person related to it in the preparation of the procurement procedure does not restrict competition. | In its Tender the Tenderer shall specify if it or a legal person associated with it has been involved in the preparation of the Negotiation procedure Regulations, and provide evidence that there are no circumstances that would give advantage to this Tenderer in the procurement procedure, thereby restricting competition. | |
|  | The Tenderer has provided false information to certify the conformity with the provisions referred to in this Section or the selection requirements laid down in this Section, or has failed to submit the requested information. | Documents do not need to be submitted. The Public Service Provider will check non-eligibility of this exclusion condition in the course of evaluation of the Tender. | |
|  | The Tenderer is subject to the restrictions set forth in Section 111, Paragraph one of the Law on International Sanctions and National Sanctions of the Republic of Latvia.  - *The Customer, regarding the Tenderer who, according to regulatory acts in the field of public procurement, would be entitled to contract awarding rights, shall verify whether there are international or national sanctions or significant sanctions set by a European Union or North Atlantic Treaty Organization member state affecting the execution of the contract in relation to this Tenderer, its board or council member, beneficial owner, authorized representative, or proxy, or the individual authorized to represent the Tenderer in actions related to a branch or, if the Tenderer is a personal company, the member of that personal company, its board or council member, beneficial owner, authorized representative, or proxy. If international or national sanctions or significant sanctions set by a European Union or North Atlantic Treaty Organization member state affecting the execution of the contract apply to the Tenderer or any of the specified individuals, hindering the execution of the contract, the Tenderer will be excluded from the contract awarding procedure. This includes verifying whether the Tenderer is subject to the restrictions specified in Article 11.1 of the Law on International Sanctions and National Sanctions of the Republic of Latvia.*  *- The Customer shall verify whether the Tenderer (and the relevant persons) to whom the contract is to be awarded is not subject to the restrictive measures set out in Article 5 of European Commission Council Regulation (EU) No. 833/2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine.* | A:   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 Customer will check non-eligibility of this exclusion condition in the Register of Enterprises and on the public databases.   B:   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 public databases. | |
|  | 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) and / or persons nominated by the Tenderer (subcontractor), on which the Tenderer relies in order to certify that qualification complies with the requirements specified in the Regulations. | Documents do not need to be submitted.  The Customer has the right to request additional information, documents that may be required. | |
| **The Tenderer must meet the following (mandatory) selection criteria:** | | | |
|  | 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 or in such countries that have joined the World Trade Organization Agreement on public procurement - Armenia, Australia, Canada, Iceland, Israel, Japan, Liechtenstein, Montenegro, Moldova, the Netherlands for Aruba, Norway, New Zealand, South Korea, Singapore, Switzerland, Ukraine, the United Kingdom and the United States of America - and its beneficial owner is a citizen of one of the mentioned countries;   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, or such countries that have joined the World Trade Organization Agreement on public procurement - Armenia, Australia, Canada, Iceland, Israel, Japan, Liechtenstein, Montenegro, Moldova, the Netherlands for Aruba, Norway, New Zealand, South Korea, Singapore, Switzerland, Ukraine, the United Kingdom and the United States of America. | A - Documents do not need to be submitted. The Public Service Provider will check this condition in public database of the Register of Enterprises.  B - Copy of registration certificate, a statement issued by the respective state institution or extract / printout from the respective state institution database. | |
|  | The Tenderer’s official who has signed the Tender documents has signatory (representation) rights. | A - 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.  B - If the Tenderer is registered or its permanent place of residence is outside Latvia:  A statement issued by the respective state institution or extract / printout from the respective state institution database containing information on the Tenderer’s officials with representation rights.  A power of attorney issued to another person to sign the Tender, if other person has been appointed to sign the documents. | |
|  | The Tenderer over the last 3 (three) years (2021, 2022, 2023 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.  *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.* | Same for A and B:  1) Information completed in accordance with Annex No. 2 “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:  a) 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.   b) 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.* | |
|  | The Tenderer has an appropriate permits / licenses for the performance of Works issued by the competent authority of the country of registration or the country in which the economic activity is carried out (*if applicable*).  *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.* | Same for A and B:  Copies of documents certifying the Tenderer's compliance with the requirements mentioned in this paragraph: licenses, permits, certificates, etc. (*if applicable*) | |
|  | 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. | 1. List of specialists offered by the Tenderer in accordance with Annex No. 2, 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. | |
|  | 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. A member of the partnership (if the Tenderer is a partnership) is subject to the terms and conditions referred to in Clause 9.1. of the regulations. | | | |
| 1. A Tenderer is entitled to rely on other persons' resources to demonstrate that their qualifications meet the selection requirements set out in the Regulations. In this case, the exclusion cases listed in Clause 9.1 shall apply to the person on whose resources the Tenderer relies in order to demonstrate that their qualifications meet the requirements laid down in the Regulations. | | | | |
| 1. In relation to the Tenderer registered and constantly resident in Latvia the Public Service Provider will verify the information on the conditions of exclusion referred to in Clause 9.1 of the Regulations in publicly available databases or registers. | | | | |
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| 1. If the Tenderer is registered outside Latvia, the following may be submitted: | | | | |
| 9.6.1. for Clause 9.1.2 of the Regulations – a certificate issued no earlier than 6 (six) months before the day of submission of the Tender and prepared in accordance with the legislation of the Tenderer's country of registration, confirming that the Tenderer in the respective foreign country has no tax debts, including debts of the state social insurance mandatory payments, the aggregate amount of which exceeds 150 *euro*; | | | | |
| 9.6.2. for Clause 9.1.3 of the Regulations – a certificate issued by a competent institution no earlier than 6 (six) months before the day of submission of the Tender and prepared in accordance with the legislation of the Tenderer's country of registration, confirming that the Tenderer 's insolvency process has not been announced and it is not undergoing liquidation; | | | | |
| 9.6.3. if the documents are not issued or sufficient to certify that the Tenderer is not subject to the conditions referred to in Clauses 9.1.2., 9.1.3. of the Regulations, the documents concerned may be replaced by an oath or, if no oath making is provided for by regulatory enactments of the country concerned, – by a personal certification of the Tenderer to a competent executive or court authority, sworn notary or a competent organization in the field concerned in the country of their registration (permanent place of residence). | | | | |
| 1. The subcontractor specified by the Tenderer, the value of provided services of which is at least 10 000 EUR, is subject to the terms and conditions referred to in Clauses 9.1.2 - 9.1.8. of the Regulations (if a subcontractor is involved). | | | | |
| 1. 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 9.1 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. | | | | |
| 1. Statements and other documents for the verification of the exclusion conditions, which in the cases provided for in the Regulations are issued by the competent institutions of the Republic of Latvia, will be accepted and recognized by the Customer 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 Customer 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. 2. The Public Service Provider accepts the European Single Procurement Document as the initial proof of compliance with the Tenderer selection requirements defined by the Regulations of the negotiations. The Tenderer submits a separate European Single Procurement Document regarding each subcontractor which has been specified by it and the value of whose services amounts to at least 10 000 EUR. The suppliers' association submits a separate European Single Procurement Document on each of its members.   The Tenderer may submit to the Customer 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 Customer at any stage of the procurement procedure 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 Regulations. The Customer will not request such documents or information that is in its possession or is available in the public databases.  The document form is available on the website of the Electronic Procurement System: <http://espd.eis.gov.lv/>.  The Tenderer shall add the completed European Single Procurement Document to the selection documents.   1. 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 Customer 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. | | | | |
| General conditions, term, place, and deadline for submission 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 signature containing a timestamp. | | |
| 1. 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. 2. 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. 3. The letter of application, Technical and Financial Tender shall be completed electronically, in a separate electronic document that is readable with Microsoft Office. 4. 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. 5. 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. 6. 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. 7. 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. 8. If, in the opinion of the Tenderer, any information included or any of the components of the Tender is considered to be a commercial secret, the Tenderer shall indicate it in the Tender. Information, which is generally available in accordance with regulatory enactments, including information included in the Procurement Regulations, may not be recognized as a commercial secret. 9. The Tenderer may modify or withdraw his Tender prior to the deadline for the submission of tenders. Any amendments to the Tender or notices of withdrawal received after the deadline for the submission of tenders or any extension thereof will not be taken into account. The Tender’s modification or withdrawal notice shall be prepared and submitted in the same way as the Tender marked respectively as "Tender Amendment" or "Tender Withdrawal". 10. The Tenderer must submit the Tender and the documents attached to it by the date specified on Conexus’ website (<https://conexus.lv/procurements>) under the section of this Negotiated procedure, by sending it to the following e-mails: [aleksandrs.teresevs@conexus.lv](mailto:aleksandrs.teresevs@conexus.lv) and [iepirkumi@conexus.lv](mailto:iepirkumi@conexus.lv). 11. To give Tenderers reasonable time in which to take an amendment of the Regulations into account in preparing their tenders, the Customer may, at its discretion, extend the deadline for the submission of tenders. 12. The name and identification number of the procurement and the tag "Tender" must be indicated in the subject of the shipment (Subject). 13. 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. | | |
| 1. The risk of non-delivery or non-delivery of the Tender on time is assumed by the Tenderer. 2. 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. 3. Tenderers’ representatives do not participate in opening meeting or further evaluation process of the Tenders. The Public Service Provider will evaluate the initial and further tenders in closed meetings. | | |
| Content of the Tender | | |
| 1. The Tenderer must include the following documents in the Tender: | | |
| 1. Application letter that is drawn up and filled out in accordance with the form attached in the [Annex No. 1,](#_Annex_1:_Application) signed by the representative with the right to sign of the entity or its authorized representative. If the application letter is signed by authorized person, the document attesting the respective person's authorization to sign the application shall be attached; | | |
| 1. information about the Tenderer in accordance with Annex No.2; | | |
| 1. if the Tenderer is registered or its permanent place of residence is outside Latvia – submit the copies of registration documents issued by the competent authority of the Tenderer's country of registration; | | |
| 1. Tenderer selection documents in accordance with Clause 9 of the Regulations. 2. Contract or an Agreement, a protocol regarding cooperation - if the Tender is submitted by a supplier association or a partnership. 3. In the case of sub-contracting: 4. 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. 5. In addition to the proposal documents, the Tenderer shall also attach statements signed by the engaged subcontractors containing their Contract and commitment to fulfil their share of the Contract. 6. Technical Tender: 7. The Technical tender shall be drawn up in accordance with the Technical Specification and Technical Tender form. 8. 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. 9. The Tenderer is entitled to include in the technical Tender any other documents and information that the Tenderer deems necessary to indicate. 10. Financial Tender: 11. The financial Tender shall be drawn up by the Tenderer and submitted in accordance with the form in Annex No. 4 to the Regulations. 12. 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);  2) If the Tenderer is not a company registered in the Latvia or the other EU country, but intends to invite a company registered in Latvia or other EU country as subcontractor, all taxes and duties payable in Latvia and abroad with regard to the performance of the Contract shall be included in the price of the Tender, including the 21% VAT of the Republic of Latvia, which will be payable to the subcontractor.   1. In the financial offer, prices / amounts must be indicated in EUR without VAT. The total amount of positions and the total amount of the contract must be calculated and indicated to the nearest 2 (two) decimal places. 2. The prices quoted by the Tenderer shall be fixed for the entire Contract execution term and they may not be subject to any subsequent recalculations, except as provided for in the Regulations and/or Contract. 3. Items (rows) and their number may be added to the financial offer form, but the already indicated / defined columns may not be deleted. 4. The Customer may request the Tenderer to submit a more detailed mechanism for the formation of the price / total amount of the Contract. 5. The Tenderer shall indicate in the financial offer whether it requires an advance payment, as well as the amount of the advance payment a percentage of the total offered contract price. The amount of the advance cannot exceed 30% (thirty percent) of the total contract price or EUR 25,000, depending on which of the payments is smaller. 6. In case the Tenderer is a merchant registered abroad, then the Tender must additionally indicate whether: 7. the Tenderer is considered / not considered as a related company with the Public Service Provider according of the Law "On Corporate Income Tax"; 8. 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. 9. In case the winner of the Procurement is recognized: 10. in low-tax or tax-free countries or territories registered merchant or foreign operators, which is a related company with the Public Service Provider 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). 11. 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 Public Service Provider.  Procedure for opening and evaluating of TendersThe submitted Tenders will be opened after expiring of the term for submission thereof.  * 1. 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.   2. 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.   3. The Commission has the right to reject any Tenderer / Tender at any time if the Customer has received appropriate conclusions / guidance / recommendations from the national security authorities.   4. The Public Service Provider shall be entitled to verify the information provided by the Tenderer with competent authorities and in publicly available databases or other publicly available sources, including with previous customers.   5. If the Public Service Provider finds that information or a document contained in the tender is unclear or incomplete, it requests the Tenderer or a competent authority to clarify or supplement the above referred information or document or to submit a missing document. If the Public Service Provider has requested to clarify or to supplement the information contained in the tender or submitted by the Tenderer in compliance with this Clause and the Tenderer has not done this in compliance with the requirements defined by the Public Service Provider, the Public Service Provider evaluates the tender based on the information it has.  13. Examination of the drawing up and validity period of the submitted Tenders **13.1.** The Commission will check the design and validity period of the Tenders. In case of design deficiencies, the Commission shall assess their materiality and decide on further examination of the Tender, observing the principle of proportionality. The Commission is entitled to reject the Tender if it finds that:   1. The Tender has not been signed as required in Regulations; 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 11 have been submitted; 4. The Tenderer has submitted several variants of the Tender in breach of Regulation; 5. The validity period of the Tender is shorter than specified in the Regulations; 6. In other cases mentioned in the Regulations and / or regulatory enactments.  14. Verification of Tenderer selection requirements **14.1.** The Commission will assess the compliance of the Tenderer's with Section 9 herein.  **14.2.** The Tenderer will be excluded from the participation in the Procurement, if it complies with any of the exclusion conditions referred to in Clause 9.1 herein.  **14.3.** The Commission will perform the examination of the exclusion conditions only for the Tenderer who, in accordance with the Regulations, should be awarded the contract.  **14.4.** The Tenderer's Tender may be rejected if the Tenderer does not comply with any of the qualification requirements provided for in Clause 9.2 herein.  **15.** **Evaluation of the Technical Tenders**  **15.1.** The Commission will assess the compliance of the Tenderer's technical Tender with the requirements set out in Sub-clause 11.1.7. of the Terms of Reference and the Technical Specification.  **15.2.** The Tenderer’s Tender may be rejected if the Commission 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.  **16.** **Evaluation of the Financial Tenders**  **16.1.** The Tenderer’s Tender may be rejected if the Commission 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 Regulations.  **16.2.** The Commission will check for arithmetic errors in the Tenderers’ Tenders. If any arithmetic errors are found, the Commission will correct them. In case of error correction, the Commission will notify the Tenderer whose errors have been corrected, also informing the Tenderer about the corrected amount.  **16.3.** If an arithmetical error in the calculation of taxes has been founded in the financial Tender, the Commission shall correct it in accordance with the tax calculation procedure specified in regulatory enactments.  **16.4.** The Commission will correct arithmetical errors as follows:  a) 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;  b) if the total price will differ from the sum of cost items, the total price will be corrected.  **16.5.** 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.  **16.6.** In assessment of the financial Tender with arithmetical errors, the Commission will take into account the corrections.  **16.7.** An unreasonably cheap Tender:  a) The Commission will check if the Tenderer has not quoted an unreasonably low price. If the Commission 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.  b) The Commission, in consultation with the Tenderer will evaluate the explanations provided. The Commission 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.  c) The Commission, in consultation with the Tenderer will evaluate the explanations provided. The Commission 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.  **17.** **Negotiations with Tenderers**  17.1. If necessary, negotiations may be held, including with each Tenderer separately, after the Tender examination or during the Tender examination, if:  a) The Commission needs clarifications of the Tenders;  b) 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.;  c) Tender improvements are required.  17.2. The Commission may negotiate with each Tenderer on the initial and all subsequent Tenders.  17.3. 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 audiovisual recording may be made (at the Customer's option).  17.4. As a result of the negotiations, the Tenderer (s) may be given the opportunity to specify / improve their Tender.  17.5. The corrected Tender may not contain the corrections which are not directly asked. The disregard of this condition may be the reason for the rejection of the Tender.  17.6. 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.  17.7. The Commission may decide not to negotiate and award the contract on the basis of the initial Tenders.  17.8. The Customer is entitled to reject the Tenderer if The Tenderer during the procedure will modify the tender without a Customer's invitation.  17.9. The compliance of the technical and financial tenders will be assessed, taking into account, 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.  **18.** **Determination of the most economically advantageous Tender**  18.1. The selection criterion is the most economically advantageous Tender, which will be determined considering the criteria provided for in this Paragraph.  18.2. The maximum score of the assessment of the Tender is **100 points**. The total score of the Tender (S) will be calculated according to the following formula: S = A + B. The Tender with the largest score according to the following criteria will be chosen as the most economically advantageous Tender.   |  |  |  | | --- | --- | --- | | **Evaluation criterion** | **Evaluation methodology** | **Maximum points** | | **FINANCIAL CRITERION** | | | | **A -**  **Tenderer’s total offered price for the Works**  **(EUR without VAT of Republic of Latvia)** | The Tender with the lowest total offered pricein EUR excluding VAT will be granted a maximum of 90 points.  The points to be awarded to other Tenders shall be calculated according to the following formula:  ,  where:  *– lowest offered total price (EUR excluding VAT);*  *- the total offered price of the current Tenderer (EUR excluding VAT).* | **90** | | **TECHNICAL CRITERION** | | | | **B –**  **Tenderer’s experience**  **(Companies)** | Tenderer’s experience in cooperation with companies which are operating in any of the national liberalised gas markets within the European Union as foreseen in Directive 2009/73/EC of the European Parliament and of the Council of 13 July 2009 concerning common rules for the internal market in natural gas and repealing Directive 2003/55/EC (hereinafter – Open gas market).  Tenderer’s experience in cooperation with companies in Open gas market in European Union is evaluated by awarding the scores:  10 points - Tenderer has considerable (over 7 years) experience (list of examples);  7 points - Tenderer has significant (5-7 years) experience (list of examples);  5 points - Tenderer has relevant (3-5 years) experience (list of examples);  3 points - Tenderer has moderate (1-3 years) experience (list of examples);  1 point - Tenderer has minimal (till 1 year) experience (list of examples). | **10** |   18.3. The score obtained at each stage of the assessment will be rounded up to two decimal places (for example, if the score is “5.765”, the points awarded to the Tenderer will be rounded to “5.77”).  18.4. If several Tenders have acquired the same highest score, the Committee will select the Tender that has won the highest score for the A criterion.  18.5. If only one Tender complies with the requirements of the Regulations, the Commission shall not calculate the most economically advantageous tender and shall recognize this Tender as the most economically advantageous.  18.6. The Commission awards the Contract to the Tenderer whose Tender is considered to comply with all the requirements of the Regulations and is the most economically advantageous, i.e. has obtained the largest total amount of evaluation points in accordance with the evaluation criteria.  **19.** **Making a decision, Signing of the Contract**  19.1. After the assessment of the Tenders, the Commission will pass one of the following decisions:  a) To award the contract to the Tenderer who has submitted the most economically advantageous Tender compliant with the requirements of the Procurement Regulations;  b) 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.  c) To interrupt the Procurement, if:  1) Only one Tenderer has submitted a Tender and the Commission 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 Commission shall decide whether the only Tender is appropriate to the needs of the Customer 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.  19.2. In case of termination or interruption of the Procurement, the Customer does not assume any obligations towards the Tenderers.  19.3. In order to ensure evaluation, benchmarking and examination of all Tenders, the Procurement Commission is authorized to request for any clarifications and more accurate definitions to be provided by Tenderers on submitted documents in due time.  19.4. The Commission will inform the Tenderers of the results of the Procurement within 5 (five) working days following the date when the Customer has endorsed the Procurement results.  **Signing of the Contract:**  19.5. The Customer shall invite the successful Tenderer to the Contract negotiations. If the Tenderer to whom the right to sign the Contract has been granted refuses to sign the contract with the Public Service Provider, the Public Service Provider is entitled to decide to grant the right to sign the contract to the next Tenderer who has submitted the most economically advantageous tender or to terminate the procurement procedure without selecting any tender. If the decision to grant the right to sign the contract to the next Tenderer who has submitted the most economically advantageous Tender Offer and it refuses to sign the procurement contract, the Public Service Provider may adopt the decision to terminate the procurement procedure without selecting any tender.  19.6. Prior to adopting a resolution on granting the right of signing the procurement contract to the next Tenderer who has submitted the most economically advantageous Tender, the Public Service Provider will evaluate whether this should not be considered as a single market participant jointly with the initially selected Tenderer who refused to sign the procurement contract with the Public Service Provider. If this is necessary, the Public Service Provider may request the next Tenderer to provide an attestation and, as required, evidence that it should not be considered a single market participant jointly with the initially selected Tenderer. If the next Tenderer should be considered a single market participant jointly with the initially selected Tenderer, the procurement procedure will be terminated without selecting any of the tenders.  19.7. The Tenderer who has been awarded the Contract shall sign the Contract within 30 days counting from the date of dispatch of the invitation (electronically to the e-mail of the Tenderer's contact person specified in the Tender or to the Tenderer's legal or declared place of residence by postal service). If the successful Tenderer does not sign the Contract within the specified term, it shall be considered as a refusal to conclude the Contract.  19.8. 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 Customer 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).  19.9. 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 Customer associated with the permanent representation.  19.10. 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 Customer.  19.11. 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 Contract 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 Customer (hereinafter - the partnership Contract).  19.12. If the association of suppliers that has submitted the Tender and has been awarded the Contract chooses to establish a general partnership, it shall within 20 (twenty) calendar days following the day of the adoption of the decision on awarding the Contract submit to the Customer 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.  19.13. If the association of suppliers that has submitted the Tender and has been awarded the Contract chooses to enter into a partnership Contract, 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 Customer, and submit to the Customer a certified copy of the partnership Contract, and if necessary, the power of attorney of the representative of the partnership.  19.14. If the documents referred to in Clause 19.12. or 19.13. herein are not submitted to the Customer by the deadline specified therein, it will be considered that the Tenderer (the association of suppliers) has refused to sign the Contract.  19.15. The Customer reserves the rights at the time of signing of the supply contract to increase or decrease the procurement amount without change of unit prices.  19.16. When concluding the Contract with the winner of the Procurement (hereinafter referred to as the Contractor), the provisions mentioned below should be included in the contract in such or revised version:  19.16.1. The Contractor is obliged to carry out the Works in compliance with the laws and regulations of the Republic of Latvia and in accordance with the existing working regimes of the Customer's transmission gas pipelines.  19.16.2. For non-observance of the deadlines for execution and handover of the Works specified in the Contract, the Customer is entitled to apply to the Contractor a contractual penalty in the amount of 0.2% of the total amount of the Works (excluding VAT) for each calendar day of delay. 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.  19.16.3. The contractor is obliged to assign the responsible manager of the works, who will ensure the execution of the works, their management and supervision, as well as communication with the customer.  19.16.4. The settlement for the execution of the Works provided for in this Agreement is made within 30 (thirty) days after the date of receipt of the Work acceptance - transfer act signed by the parties and the corresponding payment request (invoice).  19.16.5. The Contractor is responsible for any damage to the Customer or third parties caused by the execution of the Works or as a result of poor execution of the Work.  19.16.6. Before starting the execution of the Works, the Contractor shall conclude a civil liability insurance contract at his own expense (insurance against harm 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 Agreement, the original of which and a document certifying the payment of the insurance premium and the validity and applicability of the policies to the subject of the agreement shall be submitted by the Contractor to the Customer.  19.16.7. The Customer has the right to unilaterally terminate the Agreement by notifying the Contractor in writing at least 10 (ten) working days in advance, in following cases:  19.16.7.1. the contractor delays the execution and handover of the Works specified in the Agreement by more than 10 (ten) working days;  19.16.7.2. The Contractor performs the Works contrary to the provisions of the Agreement, or otherwise violates the provisions of the Agreement, for which the Contractor was warned, but did not remedy the violation in accordance with the Customer's instructions within the deadline set by the Customer;  19.16.7.3. The Contractor has been declared insolvent, its economic activity has been suspended or the Contractor is being liquidated;  19.16.7.4. It is impossible to execute the Agreement due to the fact that during the execution of the Agreement, international or national sanctions or sanctions imposed by a member state of the European Union or the North Atlantic Treaty Organization affecting significant financial and capital market interests have been applied;  19.16.7.5. The Contractor 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 Executor from the fine or reduced the fine;  19.16.7.6. The customer has the right to unilaterally terminate the contract before the deadline without explaining the reasons, by notifying the Contractor in writing one month in advance. In this case, the Customer is obliged to pay the Executor for the actually performed works based on the act of acceptance – handover.  **20.** **Confidentiality**  20.1. If the Tenderer has included information the disclosure of which could harm its business interests and which the Tenderer considers its trade secret in its tender the Tenderer should clearly state this in the tender. The information the disclosure of which is mandatory for the Public Service Provider in compliance with requirements of regulatory enactments or the Regulations may not be classified as a trade secret. Information which is generally available in accordance with regulatory enactments may not be recognized as a commercial secret.  20.2. No communication between the Tenderer on the one hand and the Customer or the Commission on the other hand shall take place during the Tenders assessment period, except in cases provided for in the Regulations.  20.3. During the time period from submission of the Tenders until the moment of opening thereof the Customer 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 Customer will not provide information on the assessment procedure.  **21.** **Processing of personal data**  21.1. Conexus Baltic Grid AS, reg. No. 40203041605, shall be the Controller of the personal data of natural persons submitted by the Tenderer within the negotiated procedure.  21.2. Being the personal data controller for the persons involved in the negotiated procedure and the fulfilment of the procurement contract on its behalf, as well as the persons indicated in the tender (incl. subcontractors and previous commissioning authorities’ contact persons) the Tenderer is responsible for providing the legal basis for the processing of personal data. Baltic Conexus Grid AS (hereinafter – the Controller) carries out the processing of the personal data submitted by the Tenderer to fulfil the Controller's legal obligations and pursue the Controller 's legitimate interests.  21.3. The Controller shall keep the personal data of the natural persons specified in the Tender submitted by the Tenderer for a period of at least 3 (three) year from the adoption of the decision regarding the Negotiations, except for the personal data of the natural persons which are specified in the Tender submitted by the winning Tenderer and which become an integral part of the signed Procurement Contract. The Tender submitted by the winning Tenderer shall be kept together with the Procurement Contract for the entire validity of the Procurement Contract, as well as during the retention period of the Procurement Contract, which shall not exceed the maximum temporary retention period of documents set forth in the Archives Law.  **22.** **Rights and obligations of the procurement Commission, rights and obligations of the Tenderer**  Rights of the Commission:  22.1. to make amendments to the Competition Regulations;  22.2. if the information submitted in the documents is unclear or incomplete, the Public Service Provider is entitled to request that the Tenderer or a competent institution explain or supplement the said information or submit the missing document, ensuring equal treatment of all Tenderers;  22.3. to make a written request to the Tenderer to specify the Tender / submitted information and to provide detailed explanations;  22.4. to invite the Tenderer to an explanatory meeting (online; in person - if possible) to clarify / explain the details of the Tender;  22.5. to carry out selection requirement and tender compliance verification only for the Tenderer, who should be awarded the procurement contract;  22.6. to reject the Tenderer's Tender if the Tenderer has provided false or misleading information in its Tender or has not provided the requested information at all;  22.7. to reject the Tenderer's Tender if the Tenderer has not provided answers / explanations to the Commission's requests;  22.8. 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;  22.9. To invite experts to work in the Commission in advisory capacity;  22.10. To carry out other activities in accordance with the laws and regulations and the Regulations.  Obligations of the Commission:  22.11. To consider Tenders submitted by the deadline for the submission of Tenders provided for herein;  22.12. To pass a decision on the Tender procedure or results.  Rights and obligations of the Tenderer:  22.13. The Tenderer is eligible to make a timely written request to the Commission for additional information regarding the Regulations.  22.14. The Tenderer has an obligation by the deadline as specified by the Commission to provide in writing answers and explanations regarding the Tender to the questions asked by the Commission.  22.15. If the Customer obtains the necessary information about the Tenderer directly from the competent institution, publicly available databases or from other publicly available sources, the Tenderer is entitled to submit a statement or other document on the specific fact, if the information obtained by the Customer does not correspond to the actual situation.  **ANNEXES**  The following annexes are attached to the Regulations forming integral parts thereof:  Annex 1 – Application Letter;  Annex 2 – Information about the Tenderer;  Annex 3 – Technical specification/Technical Tender (form);  Annex 4 – Financial Tender (Form).  Chairman of the Procurement Commission A. Tereševs | | |

Riga, June 21, 2024

**Annex No. 1**

**letter OF APPLICATION (FORM)**

**"Well testing with acoustic sand detectors in 2024"**

(ID No. PRO-2024/116)

Tenderer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

(Tenderer’s name)

represented by its \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

(name, surname and title of the company head or proxy)

who is acting on the basis of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, by submitting this Application, hereby we confirm:

1. Information on the Tenderer:
   * Tenderer’s name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
   * Registered with No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
   * Tax payer’s registration No.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
   * Legal address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
   * Office address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
   * Contact person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(given name, surname, position)

* + Telephone No.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
  + E-mail address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

* + 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. our participation in the negotiated procedure "Well testing with acoustic sand detectors in 2024" (ID No. PRO-2024/116);
3. the validity term of the Tender is 3 (three) months from the Tender submission deadline set in the Regulations;
4. 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;
5. all information and documents of the Tender submitted are complete and true;
6. 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.
7. we have read all the documents of the Regulations of the Negotiated Procedure. We fully understand the conditions and requirements of the Negotiated Procedure;
8. We hereby certify that we are not interested in any other Tender submitted under this procurement procedure.
9. 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\*.
10. 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.
11. 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.
12. by a prosecutor's penal prescription or court judgement which has entered into force and has become indisputable and non-appealable (within three years until the day of submission of the tender), we as a Tenderer or the person, who is our member of the board or member of the council, representative or proctor, or the person, who is authorized to represent the Tenderer in the actions, which are related to its branch, have not been found guilty of and have not been subject to a coercive measure for any of the following criminal offences:
13. establishment, management of, involvement in a criminal organisation or an organised group or other criminal formation being part of it or participation in criminal offences committed by such an organisation,
14. bribetaking, bribing, misappropriation of bribe, mediation in bribery, unlawful participation in property transactions, illicit acceptance of benefits, commercial bribery, unlawful requesting, accepting, or giving a benefit, trading in influence,
15. fraud, embezzlement, or money laundering,
16. terrorism, terrorist financing, formation, or organisation a terrorist group, travelling for terrorism purposes, justification of terrorism, incitement to terrorism, terror threats or recruitment or training or persons to carry out acts of terrorism,
17. human trafficking,
18. evasion of taxes or payments equal to taxes.
19. we as a company have not been declared insolvent, our business operations have not been suspended or terminated and we are not undergoing liquidation;
20. 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;
21. by a decision of a competent authority or a court judgement which has entered into force and has become indisputable and non-appealable (within 12 months until the day of submission of the tender), we as a Tenderer have not been found guilty of the violation of the competition law consisting in a horizontal cartel agreement unless the competent authority has secured our immunity from the fine or has reduced the amount of the fine for cooperation within the framework of a leniency programme when discovering the violation of the competition law;
22. by a decision of a competent authority, a prosecutor's penal prescription or a court judgement which has entered into force and has become indisputable and non-appealable (a) within 3 years until the day of submission of the Tender; (b) within 12 months until the day of submission of the Tender, we as a Tenderer have not been found guilty of an offence manifesting as:
    1. employment of one or more persons not holding the required permit or rights to reside in a European Union Member State,
    2. employment of a person without a written labour contract, failure to submit within the statutory term the informative statement on this person required to be submitted on employees commencing their employment;
23. 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;
24. in line with the information available to us the person, who prepared procurement documentation (the public service provider's official or employee), a member of the procurement commission or an expert is not related to us and is not interested in the selection of any particular Tenderer / Tenderer;
25. 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;
26. 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;
27. 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.
28. 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.
29. 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.
30. 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.
31. 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.
32. Information in Clauses \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the Tender is deemed to be the Tenderer's trade secret.
33. 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>).
34. 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):\_\_\_\_\_\_.
35. 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):\_\_\_\_\_\_\_\_\_\_\_\_.
36. We certify that we have / do not have (the applicant 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.
37. We certify that we have / do not have (the applicant 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.
38. 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.

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

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.

*\* 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.*

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

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

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

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

**Annex No. 2**

## **INFORMATION ABOUT THE TENDERER**

## **(FORMS)**

# 

**I Information about the Company**

|  |  |
| --- | --- |
| 1. | Business name: |
| 2. | Reg. No.: |
| 3. | Taxpayer's reg. No.: |
| 4. | Registered office: |
| 5. | Office address: tel.: e-mail: |
| 6. | Tenderer's contact person for procurements (name, surname, tel., e-mail): |

**II The Tenderer relies on the ability of such persons to confirm its qualification (if applicable)**

|  |  |  |  |
| --- | --- | --- | --- |
| **Person's name, registration number** | **Selection requirement for the performance of which the Tenderer relies on the person** | **List of works, share of works**  **(% of the total scope)** | **Address, telephone number, Contact person** |
|  |  |  |  |

*The Person / Subcontractor is a small/ medium-sized enterprise (SME\*): \_\_\_\_\_\_\_\_ (Yes/ No)*

*\*SME – in compliance with the definition in EC Regulation 800/2008, a company is a SME if it does not exceed two of the following three criteria:*

1. *The number of staff does not exceed 250;*
2. *The annual turnover does not exceed 50 million euros;*
3. *The total of the annual balance sheet amount does not exceed 43 million euros.*

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

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No.** | **Name of the contract** (reference number in the case of public procurement)**\*** | **Customer\***  **(name, country)** | **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 Commission 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:\_\_\_\_\_\_\_\_\_\_\_\_

**IV.** **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:\_\_\_\_\_\_\_\_\_\_\_\_

**V. 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:\_\_\_\_\_\_\_\_\_\_\_\_

**VI. STATEMENT OF THE SUBCONTRACTOR OR**

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

Hereby [*the name, registration number and legal address of the subcontractor, person*] certifies that in case that the Tenderer / Tenderer [name, reg. no., legal address] is recognized as the winner of the procurement procedure “\_\_\_\_”, ID Nr. \_\_\_\_\_, our company as a subcontractor /person, on whose potential the Tenderer / 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:\_\_\_\_\_\_\_\_\_\_\_\_

**Annex No. 3**

**TECHNICAL SPECIFICATION / TECHNICAL TENDER FORM**

**for providing tests of JSC “Conexus Baltic Grid” Incukalns underground gas storage wells using sand detectors.**

**GENERAL REQUIREMENTS**

1. The customer has the right, at his discretion, to make changes in the scope of work (increase or decrease), 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.

|  |  |
| --- | --- |
| **CUSTOMER REQUIREMENTS (TECHNICAL TASK)** | **TENDERER’S OFFER** |
| 1. **Short description of the object**   The Incukalns Underground Gas Storage Facility (Incukalns UGS) is located 40 km north-east of Riga, Latvia. The gas storage facility is a Cambrian aquifer reservoir, represented by medium- to weakly cemented, medium-fine-grained quartz sandstones with siltstone interlayers, with an average thickness of 60 m. The reservoir lies at a depth of 700-800 m and has good reservoir properties (permeability up to 4 Darcy, porosity up to 32%). The reservoir formation contains sodium chloride water with salinity of 106 g/l, reservoir temperature ~22оC.  Reservoir pressure during storage operation varies from 35 bar (min) in March (after gas withdrawal) to 105 bar (max) in October (after injection), hydrostatic pressure 70 bar. The period of minimum reservoir pressures (below hydrostatic pressure) from February to June.  There are 93 production wells at the Incukalns UGS. The flow rates of the wells vary from 630 to 200 thousand m3/day. Most of the production wells are equipped with packers. The average accepted depression on the reservoir is 3 bar. Reservoir particles (sand) were detected in ~30% of the wells. Water factor about 200 grams per 1000 m3.   1. **Target of the work**   The purpose of gas dynamic tests is to obtain factual values of wells filtration resistance (coefficients *a* and *b*) of Incukalns UGS wells, to determine maximum productivity of wells at allowable depressions on reservoir, not causing solid particles of rocks and formation fluids to be carried out of the wells based on data obtained from sand and fluid detectors.   1. **Main types and composition of work to be carried out by the CONTRACTOR**    1. Well tests are carried out into the gas pipeline without venting the gas in the atmosphere. The use of a borehole pressure gauge during the survey is not accepted. The well production regimes are controlled from the Incukalns UGS control room during the test, the control of the well is ensured by the staff of Incukalns UGS Geological service.    2. Well operation time with observed sand in gas flow should not exceed 15 minutes to prevent any damage to the wells tubing and pipelines.    3. The CONTRACTOR provides a detailed description of the used methodology and a standard programme (typical work plan – Annex 3) for gas-dynamic test of production wells at the Incukalns UGS using sand and liquid sensors one month after signing the Agreement.    4. The test methodology should include a description of the equipment, mathematical and software tools used. The test methodology shall be agreed with the Technological Supervisor and the Incukalns UGS Geological Service. In case of comments, the CONTRACTOR shall make appropriate corrections to the survey methodology.    5. The test programme shall be agreed with the Geological Service, Gas Field Service, and the management of the Incukalns UGS.    6. CUSTOMER prepares the necessary work permits and prepares the wells for the surveys and testing.    7. Gas dynamic tests of Incukalns UGS production wells are carried out into the pipeline during the initial gas withdrawal period (at maximum reservoir pressures) using sand and fluid sensors. The works are carried out jointly with the Incukalns UGS Geological Service.    8. The measurements and the analysis of the sanding tests as the interpretation of the results of the gas dynamic tests of the production wells of the Incukalns UGS shall be carried out by the CONTRACTOR on site. The CONTRACTOR delivers the preliminary conclusion on the test results to the CUSTOMER within 24 hours. The data should be prepared in such manner for the CUSTOMER that it can be sent for further interpretation to calculate the a, b coefficients. 2. **Expected results and reporting form**    1. As a result of the work carried out, corresponding information on each well should be obtained and reported: Maximum gas flow (Qmax/h) and speed, at which the reservoir fluid and/or sand is observed at gas flow out.    2. The final report should contain a methodology and analysis of the results of all the wells tested, recommendations for establishing maximum allowable rates (flow rate and reservoir depression) and recommendations for technological monitoring of liquid and solid impurities content control in the Incukalns UGS well production.   4.3. The contractor shall submit a final report to the client in one paper copy and electronically in \*.*doc* and \*.*pdf* format with an electronic signature.  4.4. The final report shall be submitted to the representative of the technological supervision for reviewing. The observations of the technological supervision and the Geological Survey shall be corrected by the CONTRACTOR within a period of ten days.  **5. Scope of work and time frame**  5.1. Gas dynamic tests will be carried out in all the Incukalns UGS production wells which are participating in the withdrawal process in the current year (the amount may change from 30 – 40 wells). The Works shall be carried out until the end of year 2024.  5.2. The scope of work may be reduced or increased depending on the production capacity of Incukalns UGS at the time of the work, at the same price per well.  5.3. Tests are carried out during the initial period of gas withdrawal period (at maximum reservoir pressures), in accordance with the work programme, but no later than December 20 of the current year.  5.4. The date of performance of the obligations under the Contract shall be the date of approval by the CUSTOMER of the final certificate of acceptance of the completed work, subject to the condition that all obligations under the Contract have been complied with.  **6.** **List of the equipment and tools**  6.1. List of the equipment and tools provided from CONTRACTOR.  2 x Topside DSP Sensor Unit with mounting kits  1 x Power Supply Unit - 2 channels  1 x Laptop  4 x 50 meters of cable  Small hand tools for installation of the equipment.  Personal laptop for analysis of the data  6.2. List of the equipment and tools provided from CUSTOMER.  Access to installation point of sensors, scaffolding if required.  Power for the Rental Equipment and for personal laptop.  Safe area (non-hazardous area) for installation of the PSU and Laptop. | ***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. 4**

**Financial Tender (Form)**

<Tenderer's name> bids to perform within the Procurement “\_\_\_\_\_\_\_\_\_\_”, ID No.PRO-2024/116, 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.** | Well sanding and gasdynamic testing works at the site (Incukalns UGS) using ultrasonic detectors | Pcs |  |  |  |
| **3.** | Interpretation of the results of the gas dynamic tests of the production wells of the Incukalns UGS according to the Technical specifications. | Pcs |  |  |  |
| **4.** | Final reporting and preparation of the Works methodology according to the Technical Specification | Pcs |  |  |  |
| **5.** | Demobilization of the equipment and facilities used in the performance of works | Set |  |  |  |
| **6.** | Staff business trip expenses, accommodation, travelling | Set |  |  |  |
| **7.** | *Other expenses (specify, if any required)* | 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_