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|  | Appendix No. 2  Open Contest ID No. "Conexus Baltic Grid"  2020/1 CEF Contest Regulations |

**FORM OF TENDER LETTER**

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| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020 |  |  |
|  |  | *(place)* |

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| **To :** | Joint Stock Company “Conexus Baltic Grid”  Unified registration No. 40203041605  14 Stigu street, Riga, LV-1021, Latvia |
| **Project :** | Development of Construction Design for the Installation of Gas Compression Unit at Incukalns Underground Gas Storage and Author’s Supervision |

Having examined the Contest Regulations, we, the undersigned, undertake to perform the Development of Construction Design for the Installation of Gas Compression Unit at Incukalns Underground Gas Storage and Author’s Supervision for the Joint Stock Company "Conexus Baltic Grid" (hereinafter – the Contracting Authority) for the amount of :

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Price of the Tender \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ EUR, including:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ EUR for Construction designing,  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ EUR for Author’s Supervision. | | | | | | | | |
| VAT (21%, *if applicable\**) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ EUR | | | | | | | | |
| **Price of the Tender**  **with VAT *(if applicable\*)* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** EUR (in figures and words). | | | | | | | | |
| *\*The Tenderers registered in the Republic of Latvia shall also specify the 21% VAT and the Tender price with VAT.* | | | | | | | | |
| 1. | Hereby we certify that : | | | | | | | |
|  | * we are not in any respect interested in any other Tender and are not participating in any other Tender submitted for this Contest; | | | | | | | |
|  | * our Tender is valid for a period of 90 days after the date for the submission of Tenders and can be accepted at any time prior to the expiry of its validity; | | | | | | | |
|  | * information and documents included in our Tender are complete and true; | | | | | | | |
|  | * we have examined all the documents of the Contest Regulations, their clarifications, amendments and modifications (if any) and fully understand the requirements and conditions of the Contest; | | | | | | | |
|  | * our Tender is in compliance with the Contest Regulations of safety, employment and labour protection effective in the Republic of Latvia; | | | | | | | |
|  | * we have carefully examined the scope of Works and found the Technical Specification, and our Tender includes all costs associated with full performance of the scope of works until the completion of the works, including personnel, material, transport, travel and other costs. And we understand that the Contracting Authority will not accept any additional costs apart from those related to unforeseen works; | | | | | | | |
|  | * 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 these Negotiations have been imposed against us as the Tenderer, our Members of the Management Board or Supervisory Board, true beneficiary, persons holding the authority of representation or a commercial Power of Attorney, or persons who are authorised to represent us in activities related to a branch office. | | | | | | | |
| 2. | We understand that you are not bound to accept the lowest or any Tender you may receive. | | | | | | | |
| **3.** | **Date of Works** | | | | | | | |
|  | If our Tender is accepted, we undertake to perform Development of Building Design for the Installation of new Gas Compression Unit at Incukalns Underground Gas Storage and to complete them by **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, and perform Author’s Supervision in accordance with the attached schedule and to complete them by **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.** | | | | | | | |
| **4.** | **The advance payment guarantee** | | | | | | | |
|  | The advance payment guarantee will be submitted for the amount of advance payment. If we want to receive an advance payment we undertake to submit a bank guarantee in the amount of the sum of advance payment. A Form of bank guarantee should be accepted by Contract Authority. The Tenderer submits cashflow plan. | | | | | | | |
| **5.** | **Information about the contact person** | | | | | | | |
|  | Our contact person authorized to make decisions with regard to our Tender and the subsequent Contract : | | | | | | | |
|  | Full name: | |  | | | | |
|  | Name of the company: | |  | | | | |
|  | Position: | |  | | | | |
|  | Address for correspondence: | |  | | | | |
|  | Telephone: | |  | | | | |
|  | Fax: | |  | | | | |
|  | Е-mail: | |  | | | | |
|  | Bank: | |  | | | | |
|  | SWIFT code/BIC: | |  | | | | |
|  | Account Nr. | |  | | | | |
| **6.** | **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). | | | | | | |
| **7.** | **Partners and subcontractors** *(delete one or both of them, where applicable)* | | | | | | |
|  | The Tender was submitted by a group of partners and/or subcontractors consisting of : | | | | | | |
|  | Name and registration number | Percents of total Contract value | | | Scope performed by the partner, amount of Work in EUR without VAT | |
|  |  | % | | |  | |
|  |
|  | If our Tender is accepted, we undertake, at the Contracting Authority’s request, to set up a partnership or any other legal form for the performance of the Contract in accordance with the procedure established by the law. | | | | | | |
|  | An undertaking signed by all partners of the group to participate in the Contest and subsequent performance of the Contract is enclosed. | | | | | | |
|  | We intend to subcontract the following part of the Contract to the following subcontractors (value of the works to be performed or of the services to be provided by whom shall be at least 10 per cent of the total contractual value of the Works) : | | | | | | |
|  | **Name and registration number of the subcontractor** | | | **Percents and part of the Contract to be performed, amount of work in EUR without VAT** | | | |
|  |  | | |  | | | |
|  |
|  | A statement signed by the subcontractors confirming their participation in the performance of the Contract is enclosed. | | | | | | |
|  | The subcontractor involved by the Tenderer meets the following entrepreneur status (mark as appropriate for each subcontractor):   * 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). | | | | |  | |
|  | Hereby we submit our Tender consisting of the Tender Security, Tenderers’ qualification documents in accordance with Clause 3 of the Contest Regulations and Technical bid and Financial tender. | | | | | | |

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

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|  | Appendix No. 3  Open Contest ID No. "Conexus Baltic Grid"  2020/1 CEF Contest Regulations |

**FORM OF FINANCIAL TENDER**

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| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020 |  |  |
|  |  | *(place)* |

|  |  |
| --- | --- |
| **To :** | Joint Stock Company “Conexus Baltic Grid”  Unified registration No. 40203041605  14 Stigu street, Riga, LV-1021, Latvia |
| **Project :** | Development of Construction Design for the Installation of Gas Compression Unit at Incukalns Underground Gas Storage and Author’s Supervision |

|  |  |  |
| --- | --- | --- |
| **No.** | **Item** | **Sum, EUR** |
| **1** | **Construction designing** |  |
| 1.1 | Preliminary designing (the development of the construction intent documentation and Construction design in the minimum content and handing of this documentation over to the Contracting Authority) |  |
| 1.2 | Technical specifications and assistance during tenders (the development of the technical specifications of the basic technological equipment required for the installation of GPA) |  |
| 1.3 | Detail designing (approval of the construction project with a remark in the construction permit about the fulfilment of construction provisions) |  |
|  | **TOTAL (Construction designing)** |  |
| **2** | **Author’s Supervision** |  |
|  |  |  |
|  | **TOTAL** |  |
|  | **VAT 21%** |  |
|  | **TOTAL with VAT 21%** |  |

***Note***

*The Tenderer shall indicate, if necessary, additional cost positions by deciphering them.*

|  |  |  |
| --- | --- | --- |
| **Terms of payment for the Construction design:** | | |
| Advance payment \_\_\_\_ (*in words*) %;  \_\_\_\_ (*in words*) % - after the development of the construction intent documentation and Construction design in the minimum content and handing of this documentation over to the Contracting Authority;  \_\_\_\_ (*in words*) % - after the development of the technical specifications of the basic technological equipment required for the installation of GPA;  \_\_\_\_ (*in words*) % - after the submitting of the Construction design to the Contracting Authority for expertise purposes;  \_\_\_\_ (*in words*) % (remaining payment) – after approval of the construction project with a remark in the construction permit about the fulfilment of construction provisions. | | |
| Name of the Tenderer : |  |
| Name and position of the authorized person : |  |
| Signature of the authorized person : |  |

|  |  |
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|  | Appendix No. 4  Open Contest ID No. "Conexus Baltic Grid"  2020/1 CEF Contest Regulations |

***Tenderer’s and Construction Specialists’ Experience***

***in accordance with the Clause 3.1. and 3.2. of the Contest Regulations***

***Information about the Tenderer***

1. Business name:

2. Reg. No.:

3. Place of registration:

4. Year of registration:

5. Registered office:

6. Office address, tel.:, e-mail:

7. Bank:

8. SWIFT code/BIC:

9. Account No.:

10. Candidate's liaison for procurements (name, tel., e-mail):

**Tenderer’s experience**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No** | **Project Name/ Contractual partner Name** | **Name, type of**  **Work** | **month/ year** | **Description, Contract amount (excl.VAT) EUR** | **Person for Contractual Partner (For references)** |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

**Tenderer’s personnels’ experience**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No** | **Name, Second name** | **Project experience, type of Work** | **month/ year** | **Description** | **Person for Contractual Partner (For references)** |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
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| --- | --- |
| Name of the Tenderer : |  |
| Name and position of the authorized person : |  |
| Signature of the authorized person : |  |

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| Appendix No. 5  Open Contest ID No. "Conexus Baltic Grid"  2020/1 CEF Contest Regulations |

I Template

**TENDER SECURITY FORM**

|  |  |  |  |
| --- | --- | --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020 | |  |  |
|  | |  | *(place)* |
| **To :** | Joint Stock Company “Conexus Baltic Grid”  Unified registration No. 40203041605  14 Stigu street, Riga, LV-1021, Latvia | | |
| **Project :** | Development of Construction Design for the Installation of Gas Compression Unit at Incukalns Underground Gas Storage and Author’s Supervision | | |

Whereas \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(name, reg. No. and address of the company)*

(hereinafter called "the Tenderer") has submitted his Tender dated \_\_\_\_\_\_\_\_\_\_\_\_ 2020 (hereinafter called "the Tender") for the Contest on the Development of Building Design for the Installation of new Gas Compression Unit at Incukalns Underground Gas Storage and Author’s Supervision*,*

hereby we \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(name, reg. place, reg. No. and legal address of the credit institution)*

(hereinafter called “the Bank”) certify that we are bound unto JSC "Conexus Baltic Grid", 14 Stigu street, Riga, LV-1021, Latvia (hereinafter called "the Contracting Authority") for the amount of 20 000,00 (twenty thousand) EUR for which payment well and truly be made to the said Contracting Authority by the Bank, as well as the legal successors and legatees of rights thereof.

1. The Bank undertakes to pay the Contracting Authority 20 000,00 (twenty thousand) EUR upon receipt of his first written demand, provided that in his demand the Contracting Authority will note that the amount claimed by him is due to him owing to the occurrence of one or more of the conditions stated in points 1 to 3:

1. If the Tenderer withdraws his Tender during the period of Tender validity specified by the Tenderer in the Tender Letter, or any extension thereof;
2. If the Tenderer deliberately has provided false or misleading information to the Procurement Commission;
3. If the successful Tenderer fails or refuses:
   * to sign the Contract during the period of Tender validity, or
   * to furnish the Advance payment guarantee (if applicable) in terms and conditions requested by Contract.

This guarantee will remain in force until \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_, and any demand in respect thereof shall reach the Bank not later than the above date.

This bid bond shall be subject to the Uniform Rules for Demand Guarantees (2010 edition, International Chamber of Commerce publication No. 758). This bid bond and the legal relationships stemming from it, insofar as the relevant matters are not regulated by the aforementioned Uniform Rules for Demand Guarantees, shall be subject to the applicable legislation of the Republic of Latvia. Any dispute between the Bank and the Contracting Authority with regard to this bid bond shall be resolved by a court in the Republic of Latvia.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name and signature of the Bank’s representative)

**II Template**

**TENDER SECURITY FORM**

**(annex to insurance policy No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)**

|  |  |  |
| --- | --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020 |  |  |
|  |  | *(place)* |

|  |  |
| --- | --- |
| **To :** | Joint Stock Company “Conexus Baltic Grid”  Unified registration No. 40203041605  14 Stigu street, Riga, LV-1021, Latvia |
| **Project :** | Development of Construction Design for the Installation of Gas Compression Unit at Incukalns Underground Gas Storage and Author’s Supervision |

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| --- |
| Order: "\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_" (name of the procurement procedure) |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of the Tenderer)\_\_\_\_\_\_\_\_\_\_\_\_, registered with the Enterprise Register of *[name of the country]* under No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, address \_\_\_\_\_\_\_\_ (hereinafter referred to as the Tenderer) has submitted its tender on \_\_\_\_\_\_\_\_\_\_\_\_ for execution of the aforementioned Order. |
| We, \_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(name of the Insurer),* registered with the Enterprise Register of *[name of the country]* under No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the Insurance Company), do hereby certify that we have obligations towards the Conexus Baltic Grid AS (hereinafter referred to as the Customer) in the amount of \_\_\_\_\_\_\_\_\_\_EUR (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), from which payments in favour of the aforementioned Customer shall be made. |
| The conditions of these obligations are the following:  The Tenderer loses the Tender Security if the Tenderer:  1. Withdraws its tender during the validity term of the tender after opening of the tender;  2. Is pronounced to be the winner of the procurement procedure and within the prescribed period of time:  2.1. fails to sign the contract or  2.2. fails to submit the requested performance security for the contract. |
| We undertake, as the as the debtor itself, to pay the aforementioned amount upon the first request of the Customer without requesting the Customer to substantiate its request, provided that the Customer shall indicate that its request concerns coming into force of one or more provisions of the Contract. |
| This guarantee shall be valid from \_\_\_\_\_\_\_\_\_\_\_\_\_ 201\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_ 201\_\_\_\_. Claims in relation to this guarantee shall not be satisfied unless presented to the Insurance Company until \_\_\_\_\_\_\_\_\_\_\_\_\_ 201\_\_\_\_ (inclusive).  In case of discrepancies between the insurance policy, conditions of the insurance policy and this Annex, this Annex shall prevail.  Signatures of officials of the Insurance Company and the seal of the Insurance Company. |

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|  | Appendix No. 6  Open Contest ID No. "Conexus Baltic Grid"  2020/1 CEF Contest Regulations |

# https://ec.europa.eu/inea/sites/inea/files/ceflogos/en_horizontal_cef_logo_2.pngCONTRACT (DRAFT) No. CON-2020/\_\_\_\_

**on the development of the construction design**

|  |  |
| --- | --- |
| Riga | \_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2020 |

**Joint Stock Company "Conexus Baltic Grid"**, unified registration number 40203041605 (hereinafter referred to as the Contracting Authority), represented by the Chairman of the Board \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and the Member of the Board \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ according to the Articles of Association, on the one hand, and

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, unified registration number \_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the Contractor), represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on the other hand, each separately or both together - Party or Parties,

***whereas,*** the Contractor, on \_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ 2020 has submitted tender No. \_\_\_\_\_ (hereinafter - Tender) in the public tender of the Contracting Authority "Development of Construction Design for the installation of a Gas Compression Unit and author’s supervision" (tender identification number Conexus Baltic Grid 2020/1 CEF (PRO-2019/300)), co-financed by the Innovation and Networks Executive Agency (hereinafter INEA), within the framework of the concluded Contract No. INEA/CEF/ENER/M2018/175201, Project (Action) No. 8.2.4-0031-EN-WM-18, hereinafter - the Tender, and the Contracting Authority has declared the Contractor as the winner of the Tender in accordance with the Tender Contest Regulations;

enters into the following contract for the development of a construction design (hereinafter - Contract):

1. **Subject of the Contract**
   1. The Contracting Authority shall commission and the Contractor undertakes to perform the following works (hereinafter referred to as - Works) by using own tools, equipment, manpower and other resources:

1.1.1. to develop the construction design (hereinafter - Construction design) for the installation of the Gas Compression Unit (hereinafter - GPA) at Incukalns Underground Gas Storage facility No. 1 for the joint stock company "Conexus Baltic Grid" in accordance with the requirements of the Tender Contest Regulations and the Tender, and to transfer the developed Construction design to the Contracting Authority;

1.1.2. to provide support to the Contracting Authority in the course of the tender of the necessary technological equipment organised by the Contracting Authority, including but not limited to providing an opinion on the compliance of the tenders received by the Contracting Authority with the requirements of the technical specification indicated in the tender documents;

1.1.3 Upon commissioning of the works by the Contracting Authority, in accordance with a separate agreement between the Parties, to perform the author's supervision of the works during the installation of the GPA, observing the provisions of the Tender Contest Regulations, the Tender and the Contract.

* 1. The Contractor shall carry out the Works in accordance with the Contract, Design Task (Annex 1 to the Contract), Estimation of the Design Works (Annex 2 to the Contract), regulatory enactments of the Republic of Latvia, construction codes, national standards of Latvia and other existing laws and Contest Regulations of the Republic of Latvia that can be applicable to the Construction design and its implementation process, as well as in accordance with the technical documentation developed by the technological equipment manufacturers and Tender of the Contracting Authority.
  2. The Contractor shall hand over the Work in good quality, and the Contracting Authority shall accept such and pay the Contractor for such in accordance with the procedure, within the time limits and to the extent specified in the Contract.

1. **Amount of the Contract and Payment Procedure**
   1. The Contract amount paid by the Contracting Authority to the Contractor for duly and properly executed Author's supervision works indicated in Paragraphs 1.1.1 and 1.1.2 of the Agreement is EUR \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*amount in words*), value added tax (VAT) of 21% is EUR \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*amount in words*), the **total Contract amount is EUR \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*amount in words)***.
   2. The Contracting Authority shall make the payment in accordance with the following payment terms:
      1. advance payment for the development of the Construction design in the amount of \_\_\_\_\_% of the value of the design work or EUR \_\_\_\_\_\_\_\_\_\_\_ (*amount in words*), excluding VAT, shall be paid by the Contracting Authority to the Contractor within 30 (thirty) days after the mutual signing of the Contract, advance invoice, advance guarantee (Paragraph 4.4 of the Agreement) and day of receipt of the document stating the realization of commitments (Paragraph 4.5 of the Agreement);
      2. \_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) % of the value of the design work (proportionally cancelling the advance paid) or EUR \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*amount in words*) excluding VAT, the Contracting Authority shall pay the Contractor within 30 (thirty) days from the development of the construction intent documentation and Construction design in the minimum content and handing of this documentation over to the Contracting Authority (signing the acceptance-delivery certificate of these works) and the date of receipt of the Contractor's invoice;
      3. \_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) % of the value of the design work (in proportion to the advance paid) or EUR \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*amount in words*) excluding VAT of \_\_\_\_\_, the Contracting Authority shall pay the Contractor within 30 (thirty) days from the development of the technical specifications of the basic technological equipment required for the installation of GPA indicated in Sub-paragraph 1.1.2 of the Contract (by signing the acceptance-delivery certificate of these works) and receiving the invoice of the Contractor;
      4. \_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) % of the value of the design work (proportionally cancelling the advance paid) or EUR \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*amount in words*) excluding VAT, the Contracting Authority shall pay the Contractor within 30 (thirty) days from the submitting of the Construction design to the Contracting Authority for expertise purposes (signing the acceptance-delivery certificate of these works) and the date of receipt of the Contractor's invoice;
      5. the remaining amount of the payments for the Construction design development \_\_\_\_\_% of the design work value or EUR \_\_\_\_\_\_\_\_\_\_\_ *(amount in words),* without VAT, the Contracting Authority shall pay the Contractor within 30 (thirty) days from approval of the construction project with a remark in the construction permit about the fulfilment of construction provisions, mutual signing of the acceptance-delivery certificate of the Construction design development works and receipt of the Contractor's invoice.
   3. The Contracting Authority shall be entitled to withhold the payment due to the Contractor without the payment of interest for late payment, if the Works performed by the Contractor are of poor quality or have not been accepted in accordance with the procedure specified in the Contract. The payment thus withheld shall be paid in full, but without any interest thereon, as soon as the work has been accepted by the mutually signed certificate of acceptance-delivery.
   4. The Contract amount shall include all taxes and fees, licence, insurance and licensing fees, as well as any other such fees applicable in the Republic of Latvia, the costs of any preparatory work of the construction intent (if any are required for the development of the Construction design) (including but not limited to topographic, engineering, technical survey costs), as well as any transportation costs for the Contractor to and from the Incukalns Underground Gas Storage Facility. The Contractor certifies that the Contract amount and the estimate of the Design Works (Annex 2 to the Contract) include all expenses incurred by the Contractor for the proper execution of the Works.
   5. The amount of the Contract is final and cannot be changed during the entire term of the Contract.
   6. The Contracting Authority performs all payments provided in the Contract by transfer to the Contractor's current account specified in the Contract.
   7. If the VAT rate or the procedure for its application changes during the fulfilment of the Contract, the Parties shall observe the rate and application procedure specified in the applicable laws and Contest Regulations, without concluding a separate agreement on the change of the Contract amount.
   8. According to the Tender, the fee for the author's supervision of GPA installation works (construction works) is set at EUR \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*amount in words*), VAT 21% is EUR \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*amount in words*), the total amount is **EUR \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*amount in words*)**. The Contract amount for the author’s supervision is final and not subject to change. The commissioning fee shall be paid by the Contracting Authority in accordance with the procedure specified in the separately signed author’s supervision contract between the Parties.
2. **Agreement fulfilment period** 
   1. The Contractor shall prepare the documentation of the Construction design in minimum composition and construction intent and shall submit it to the Contracting Authority within **16 (sixteen) weeks from the day of signing the Contract**, **i.e. by \_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_202\_**. The parties only sign the acceptance-delivery certificate of these works after the Construction Board has issued a construction permit to the Contracting Authority.
   2. The Contractor shall prepare and coordinate the technical specification of the basic technological equipment necessary for the installation of the GPA with the Contracting Authority, and shall deliver it to the Contracting Authority **within 24 (twenty-four) weeks from the day of conclusion of the Contract, i.e. by \_\_\_ \_\_\_\_\_\_\_\_\_\_\_202\_**.
   3. The Contractor shall develop the Construction design and submit it to the Contracting Authority (without a remark made by the Construction Board in the construction permit about the fulfilment of all design conditions included therein) by **1 March 2022** for the performance of the construction design expertise.
   4. The Contractor shall develop the Construction design and submit it to the Contracting Authority with a remark made by the Construction Board in the construction permit about the fulfilment of all design conditions included therein **by 1 July 2022**.
   5. Upon delivery of the Construction design, the Contractor shall at the same time, without additional compensation, transfer all economic rights to the copyright objects created under the Contract to the Contracting Authority, including but not limited to the Construction design and other copyright objects related to the Construction design. The Contractor certifies that no third party owns the economic right of the author in the copyrighted objects created under the Contract, and the Contracting Authority may use the transferred economic rights of the author for an unlimited period worldwide.
   6. The Contractor shall, within 10 (ten) business days after the Tender for the purchase of basic technological equipment for the installation of GPA indicated in the Paragraph 1.1.2 of the Contract, submit the Contracting Authority a written opinion on the compliance of the tenders received under this procurement to the technical specification indicated in the tender documents, and upon request of the Contracting Authority, participate in the tender evaluation as an expert.
   7. If, for reasons beyond the Contractor's control, circumstances have occurred that require an extension of the Construction design development period, the Contractor shall inform the Contracting Authority thereof in writing within 2 (two) business days from the occurrence of the relevant circumstances, but not later than 10 (ten) business days before the end of the fulfilment period of Works indicated in Paragraphs 3.1, 3.2, 3.3 or 3.4 of the Contract. The term for development of the Construction design may be extended by mutual written agreement of the Parties. This paragraph shall not oblige the Contracting Authority to extend the fulfilment period if the Contracting Authority believes that the reasons given by the Contractor are not objectively justified or the Contractor could or should have foreseen the occurrence of such reasons.
   8. If the Contractor delays the notification term regarding the extension of the fulfilment of the Construction design indicated in Paragraph 3.7 of this Agreement, it shall lose the right to extend the term of fulfilment of the Construction design.
   9. In the event of interruption, suspension or termination of the works under the Contract for any reason, the Parties shall draw up and sign a notice of interruption, suspension or termination specifying the amount of work actually performed and its cost. The Contracting Authority shall pay the Contractor for these works within 10 (ten) working days from the date of signing the acceptance-delivery certificate and receipt of the relevant invoice.
   10. In the case provided in Paragraph 3.9 of the Contract the Parties shall continue to be liable for the contractual and default interest, as well as penalty interest if the provisions of the Contract so provide.
3. **Duties and rights of the Contractor**
   1. The Contractor shall develop the Construction design in accordance with the Contract and the Design Order (Annex 1 to the Contract), observing the requirements of the relevant Latvian State Standard, Construction Law, General Building Contest Regulations, Building Contest Regulations and other regulatory enactments. If the Contractor needs the Contracting Authority’s support or documents to start designing, the Contractor shall promptly request them in writing.
   2. The Contractor certifies that, in implementing the Construction design, the technological equipment to be designed will be compatible with the Contracting Authority's existing structures and technological equipment.
   3. The Contractor shall, within 3 (three) business days after the conclusion of the Contract, submit the Contracting Authority a policy (copy) of the Contractor's professional civil liability insurance issued by an acceptable insurance company, issued in accordance with Cabinet Regulation No. 502 as of 19 August 2014 "Contest Regulations on Civil Liability Insurance for Construction Specialists and Contractors", which provide for compensation for damage caused by the Contractor (also including faults or deficiencies of the Construction design) to the lives or health, as well as property of the Contracting Authority and third parties and in which the insurance amount is not less than the amount of the Contract. The Contractor shall maintain the Insurance Policy for the duration of the design work with a retroactive period equal to the GPA installation work performance and warranty period.
   4. The Contractor shall, within 10 (ten) business days after the conclusion of the Contract, submit the Contracting Authority the advance guarantee (collateral) issued by an acceptable insurance company or credit institution according to Paragraph 2.2.1 of the Agreement (including VAT), subject to prior approval of the Contracting Authority's advance guarantee (collateral) project. The advance guarantee shall be valid for the entire duration stipulated in Paragraph 3.3 of the Agreement. and one month thereafter, i.e. **1 August 2022** (inclusive).
   5. The Contractor shall, within 1 (one) month after the conclusion of the Contract, provide the Contracting Authority with an advance guarantee issued by an acceptable insurance company or credit institution in the amount of 2 (two) % of the Contract amount (including VAT). The advance guarantee shall be valid for the entire duration stipulated in the Paragraph 3.3 of the Agreement. and one month thereafter, i.e. **by 1 August 2022** (inclusive).
   6. During the development of the Construction design, the Contractor shall co-ordinate all major technical and technological solutions with the Contracting Authority in writing.
   7. The Contractor shall, at least once a month, organize meetings, during which the Contractor shall inform the Contracting Authority of the progress of the Project, as well as the Parties shall discuss other issues related to the Construction design. The venue of the meeting shall be determined at the Contracting Authority's premises, with the prior agreement of the Contracting Authority's responsible person regarding the venue and time of the meeting. The Contractor shall record the course of the meeting and submit it to the responsible person of the Contracting Authority for signing.
   8. The Contractor shall co-ordinate the Construction design with the Project Management Office of the Contracting Authority's Technical Development and Investment Department before commencing the approval of the developed Construction design.
   9. The Contractor shall co-ordinate the elaborated Construction design in accordance with the procedures specified in regulatory enactments with all institutions, which have issued the technical Contest Regulations, with the competent construction board, as well as with all land owners whose plots are intended for the implementation of the Construction design.
   10. The Contracting Authority authorizes the Contractor to receive, on behalf of the Contracting Authority, all necessary opinions, comments and conclusions of state and municipal authorities, as well as other third party approvals required in connection with the development of the Construction design.
   11. The Contractor shall, within 3 (three) days after receipt of the Contracting Authority's written request, submit the Contracting Authority a written report on the progress of the Construction design.
   12. If the quality of the Construction design developed by the Contractor does not comply with the provisions of the Contract or a negative expert opinion is received, the Contractor shall remedy the deficiencies identified at its own expense and within a time period not exceeding 10 (ten) business days from the sending of the Contracting Authority’s complaint. Carrying out of such works shall not be considered as an extension of the term for development of the Construction design specified in the Contract.
   13. If the Contractor has not developed the technical specification for the GPA basic technological equipment in accordance with Paragraph 3.2 of the Contract, the Contracting Authority is entitled to request it, but in such case the Contractor shall pay the Contracting Authority a contractual penalty of 0.1 (zero point one) % of the Contract amount (excluding VAT) for each day of delay. The Contracting Authority shall be entitled to deduct the contractual penalty by making an offset from the payment of the Contract amount to the Contractor. Payment of the penalty shall not exempt the Contractor from the duty to perform the Agreement.
   14. If the Contractor has not submitted the Contracting Authority the Construction design in the minimum composition for the performance of expertise in accordance with Paragraph 3.3. of the Contract, the Contracting Authority is entitled to request it, but in such case the Contractor shall pay the Contracting Authority a contractual penalty of 0.1 (zero point one) % of the Contract amount (excluding VAT) for each day of delay. The Contracting Authority shall be entitled to deduct the contractual penalty by making an offset from the payment of the Contract amount to the Contractor. Payment of the penalty shall not exempt the Contractor from the duty to perform the Agreement.
   15. If the Contractor has not developed the Construction design within the period indicated in Paragraph 3.4 of the Contract, the Contracting Authority is entitled to request it, but in such case the Contractor shall pay the Contracting Authority a contractual penalty of 0.2 (zero point one) % of the Contract amount (excluding VAT) for each day of delay. The Contracting Authority shall be entitled to deduct the contractual penalty by making an offset from the payment of the Contract amount to the Contractor. Payment of the penalty shall not exempt the Contractor from the duty to perform the Agreement.
   16. In any case, the total amount of the calculated penalties shall not exceed 10 (ten) % of the total amount of the Contract.
   17. If the Contractor has violated the requirements of regulatory enactments or caused losses to the Contracting Authority or third persons due to the developed Construction design, the Contractor shall indemnify the Contracting Authority or third parties for the direct losses caused in full.
   18. The Contractor shall designate \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Certificate No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) as the Responsible works supervisor, who will supervise and perform the Construction design development within the Construction project. If the Responsible works supervisor, who will manage and carry out the development works of the Construction design within the framework of the Construction project, is a foreign resident, the Contractor shall ensure that this person is registered in the Building Information System (BIS) of the Republic of Latvia within 2 (two) weeks from the date of mutual signing of the Contract.
   19. If during the execution of the Contract, the Contractor needs to invite subcontractors for the development of the Construction project, the Contractor shall coordinate the invitation of such subcontractors with the Contracting Authority in writing in advance.
4. **Duties and rights of the Contracting Authority** 
   1. Prior to commencement of the work, the Contracting Authority shall deliver all the documents requested by the Contractor, which are necessary for the commencement of the Contract, to the Contractor.
   2. The Contracting Authority is obliged to pay the Contract amount to the Contractor in accordance with the procedure, term and amount specified in Paragraph 2 of the Contract.
   3. If the Contracting Authority fails to comply with the payment term specified in the Contract, the Contractor shall be entitled to claim, but in such case the Contracting Authority shall pay the Contractor default interest in the amount of 0.2 (zero point two) % of the outstanding amount for each day of delay but not more than 10 (ten) % of the amount of the late payment. Payment of late payment interest shall not exempt the Contracting Authority from the fulfilment of obligations of the Contract.
   4. The Contracting Authority has the right to carry out the evaluation of the Construction design in minimum composition and the documentation of the Construction design on its own or with the assistance of a specialist.
   5. The Contracting Authority has the right not to accept the Construction design from the Contractor in the minimum composition in any of the following cases:
      1. it does not comply with the terms of the Tender and/or the Contract;
      2. it does not comply with the solution approved by the Contracting Authority and specified in the Tender;
      3. it is not in accordance with the requirements of laws and Contest Regulations;
      4. a negative expert opinion has been received and the Contractor has not corrected the deficiencies found in the conclusion;
      5. in the course of its development, due to an error or omission by the Contractor, the Construction Board has refused to issue a construction permit.
   6. The Contracting Authority is entitled to unilaterally terminate the Contract if:
      1. The Contractor has not commenced development of the Construction design within 1 (one) month from the date of mutual signing of the Contract;
      2. The Contractor has not submitted any of documents indicated in Paragraphs 4.3, 4.4 or 4.5 of the Agreement to the Contracting Authority (where the Contract provides for their submission);
      3. Development of the Construction design does not take place in accordance with the Construction design development term specified in the Contract, delaying the Construction design development by more than one month;
      4. Within 1 (one) month from the date of mutual signing of the Contract no Contractor's construction specialist is registered in the Register of Construction Merchants of the Republic of Latvia;
      5. The Contractor has not eliminated the discrepancies in the quality of the Construction design pursuant to Paragraph 4.12 of this Contract.
   7. If the Contract is terminated in accordance with Paragraph 5.6 of the Contract, the Contracting Authority shall use the advance guarantee provided by the Contractor. Also, the Contractor shall indemnify the Contracting Authority for expenses and direct losses, including costs related to the increase in the price of the design service of another Contractor as a result of a new tender. The Contractor's liability for the direct damages specified in this Paragraph may not exceed 10 (ten) % of the Contract amount (including VAT).
   8. The Contracting Authority is obliged to provide written answers to the questions within 5 (five) working days from the day of receipt of the written questions of the Contractor.
5. **Delivery of the Project to the Contracting Authority**
   1. The delivery of the Construction design to the Contracting Authority (two hard copies of the Construction design and one copy on a USB medium in digital format (AutoCAD dwg technical diagrams, plans, topography, other documents in PDF, etc.)) shall be executed by the Parties signing the Construction design acceptance-delivery certificate.
   2. The Contracting Authority shall, within 10 (ten) business days from the date of receipt of the Construction design submitted by the Contractor, review and accept or reasonably reject the developed technical documentation of the Construction project in writing.
   3. The Contracting Authority shall not accept the Contractor's Construction design in any of the following cases:
      1. Construction design does not comply with the terms of the Tender and/or the Contract;
      2. Construction design does not conform to the accepted Construction Design in its minimum composition and the changes have not been coordinated with the Contracting Authority and the Construction board;
      3. Construction design is not in accordance with the requirements of laws and Contest Regulations;
      4. a negative expert opinion has been received about the Construction design and the Contractor has not corrected the deficiencies found in the conclusion;
      5. not all consents specified in Paragraph 4.9 of the Contract have been received.
   4. If, upon examination of the submitted Construction design or performing the Construction design examination, deficiencies in the Construction design or its non-compliance with the provisions of the Contract are discovered, the Contractor shall be obliged to eliminate the indicated deficiencies at its own expense. In such a case, the approval of the Construction design shall only be made after the above deficiencies have been rectified. The period of time required to remedy the deficiencies shall not in this case be deemed to be an extension of the Contract. If the Contracting Authority has no objections to the Construction design developed, the Parties shall sign the Construction design acceptance-delivery certificate. The acceptance-delivery certificate of the Contracting Authority is not a confirmation of the absence of defects or deficiencies in the Construction design developed by the Contractor.
   5. The Contracting Authority shall be authorised to sign the acceptance-delivery certificate of the Construction design jointly with any of the following two persons:
      1. Head of the Technical Development and Investment Department \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;
      2. Project Management Office Manager of the Technical Development and Investment Department \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;
      3. Head of Inčukalns Underground Gas Storage\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
6. **Force Majeure**
   1. The Parties are not responsible if the Contract is not fulfilled or is not fulfilled properly due to force majeure circumstances such as natural disasters, war and any kind of military operation or other circumstances of an extraordinary nature that the Parties could not foresee in advance. The Party that is not able to perform its obligations due to such circumstances shall notify the other Party of the occurrence of such circumstance in writing within 3 (three) business days.
   2. In the event if the impact of force majeure circumstances continues for more than 3 (three) months, either Party is entitled to unilaterally terminate the Contract by giving the other Party prior written notice.
7. **Confidentiality**
   1. The Parties shall preserve the confidentiality of any information and documents, in any form, which are disclosed in writing or orally in relation to the implementation of the Contract. It shall not include information that is publicly available.
   2. The Parties shall not use confidential information and documents for any reason other than fulfilling their obligations under the Contract, unless otherwise agreed with the other Party in writing.
   3. The Parties shall be bound by the obligations referred to in Clause 8.1. and Clause 8.2. during the implementation of the Contract and for a period of five years starting from the total payment of the Contract Amount, unless:
      1. the Party agrees to release the other Party from the confidentiality obligations earlier;
      2. the confidential information or documents become public through other means than a breach of the confidentiality obligations;
      3. the disclosure of the confidential information or documents is required by law.
8. **Sanctions**
   1. Sanctions - a legal act on any economic sanctions, decrees, trade embargoes or similar measures or restrictions established, administered or applied from time to time by the legislative and/or executive authorities or organisations of the United States of America (including, but not limited to Bureau of Industry and Security of the United States Department of Commerce (BIS), Office of Foreign Assets Control (OFAC)) of the United States Treasury Department, United Nations Security Council, the European Union or a group of countries to which the Republic of Latvia, the government of the country with jurisdiction over the parties.
   2. Taking into account the sanctions valid on the date of conclusion of the Contract, the Contracting Authority confirms that they do not affect the execution of the Contract. In the case of the introduction of sanctions affecting the execution of the Contract, the Contracting Authority undertakes to notify the Contractor no later than 3 (three) working days from the date of their introduction. In this case the parties undertake, within 5 (five) working days from the moment the Contractor is notified of the imposition of Sanctions affecting the execution of the Contract, to conduct joint negotiations or sign an agreement on the further execution of the Contract or its termination. In the event of termination, the Parties shall prepare and sign the statement on termination or suspension of the contractual works, describing the actual amount of fulfilled works and its cost. The Contracting Authority shall pay the Contractor for these works within 10 (ten) working days from the date of signing the acceptance-delivery certificate and receipt of the relevant invoice.
   3. Non-fulfilment and/or improper fulfilment of obligations related to the fulfilment of obligations under the Contract caused by the Sanctions is not considered by the Contracting Authority as being caused by Force Majeure, and the Contractor shall not be liable for the non-fulfilment or improper performance of any of its obligations under the Contract due to Sanctions.
9. **Miscellaneous**
   1. The Parties shall designate the following persons responsible for the execution of the Contract:
      1. from the Contracting Authority’s side: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, phone +371 \_\_\_\_\_\_\_\_\_, mobile phone +371 \_\_\_\_\_\_\_\_\_\_\_, e-mail: \_\_\_\_\_\_\_\_\_\_\_;
      2. from the Contractor’s side: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, phone + \_\_\_ \_\_\_\_\_\_\_\_\_, mobile Phone + \_\_\_ \_\_\_\_\_\_\_\_\_\_\_, e-mail: \_\_\_\_\_\_\_\_\_\_\_.
   2. The Contractor, including the sub-contractor, shall have no rights vis-à-vis the Innovation and Networks Executive Agency (hereinafter referred to as INEA). The conditions applicable to the Contractor shall also be applicable to its sub-contractors.
   3. The Contractor shall ensure that INEA and the European Commission, or any other outside body authorised by these institutions, may carry out the technical and financial inspections and audits in relation to the Contract. Such inspections or audits may be initiated during the performance of the Contract and for a period of 5 (five) years starting from the date when the total Contract Amount has been paid to the Contractor.
   4. The check or audit procedure shall be deemed to be initiated on the date of receipt of the letter of the European Commission or the INEA announcing it.
   5. The Contractor shall keep all the original documents, in particular accounting and tax records, which are stored on any appropriate medium, including digitalised originals, if they are authorised in accordance with the applicable legislation, for a period of 5 (five) years starting from the total Contract Amount payment date under the Contract. The document storage obligation is longer, where on-going audits, appeals, litigation or claims relating to the execution of the payment, including irregularities, fraud or breach of obligations are present. In such cases the Contractor shall keep the documents until such audits, appeals, litigation or pursuit of claims are closed.
   6. Within the framework of a check or audit, the Contractor shall provide any information, including information in electronic format requested by the Contracting Authority, the European Commission or the INEA, or any other body designated by it. Where appropriate, the Contracting Authority, the European Commission or the INEA may require the Contractor to provide this information directly.
   7. The Contractor shall allow for the European Commission or the INEA staff and outside personnel, authorised by the European Commission or the INEA, to access the sites and premises where the action in relation to this Contract is or was carried out, and all the necessary information, including information in electronic format. The Contractor shall ensure that the information is readily available at the time of the on-the-spot visit, and the required information shall be transferred in the appropriate form.
   8. Based on the final audit findings, the European Commission or the INEA may take the measures it deems necessary, including recovery of the Fee and the Fee that is paid to the Contractor under the Contract.
   9. The European Anti-Fraud Office (OLAF) and the European Court of Auditors shall have the same rights, according to their competences, as the European Commission or the INEA, in particular for the purpose of checks, audits and investigations concerning the Contracting Authority.
   10. The Contractor shall take all necessary measures to prevent any situation where objective and impartial implementation of the Contract is compromised for reasons connected with the economic interest, political or national affinity, family or emotional life, or any other shared interest with the Contracting Authority or any other third party relating to the Contract ("conflict of interest").
   11. Any situation that causes or may cause a conflict of interest during the implementation of the Contract, shall be notified to the Contracting Authority, in writing, without delay. The Contractor shall immediately take all measures necessary in order to remedy this situation. The Contracting Authority shall reserve the right to examine whether the measures taken by the Contractor are appropriate, and may require additional measures within a specified time limit.
   12. Data protection: Contracting Authority data is subject to electronic data processing. In its use of personal data the Contractor will observe all relevant data-protection laws (in particular the European General Data protection Regulation) as well as its own internal data-protection guidelines. In certain cases, the Contractor may provide personal data to Service Partners or other companies in the Supplier group which may be located outside of the European Economic Area, e.g. in the U.S.; in such cases suitable measures towards data-protection will be applied.
   13. The Parties may make the following substantial amendments to the Agreement:
       1. the deadline for the performance of contractual obligations may be extended if the obligation cannot be fulfilled within the time limit due to circumstances beyond the Contracting Authority's (third party delays, delays in the development of related information systems). In such case, the due date for the fulfilment of obligations shall be extended by the time of delay, but not more than the end of the implementation period of project (Action) No. 8.2.4-0031-LV-W-M-18;
       2. the Parties may make changes to the Technical requirements, including the inclusion of new functionality, waiver of functionality, or modification of the functionality specified in the Technical requirements if the legal provisions governing the functionality of the System change. In such a case, the impact of the changes in the regulatory enactments on the Contract Amount shall be determined by applying the procedure for requests for changes;
       3. if the law and Contest Regulations that affect the validity of any provisions of the Contract change. In such a case, the provisions of the Contract shall be changed, while retaining their original meaning as far as possible, but if this is not possible they shall be excluded from the Contract.
   14. The Parties shall, within 1 (one) month after handing over the Construction design to the Contracting Authority (Paragraph 3.3 of the Contract), conclude the Author’s supervision contract indicated in Sub-paragraph 1.1.3 of the Contract, subject to the terms of the Offer and the Contract.
   15. The Parties shall resolve all disputes and discrepancies arising between the Parties during the performance of this Contract by means of negotiations. If within 30 (thirty) business days of the date of the dispute or disagreement the Parties are unable to reach a mutually negotiated solution, either Party shall have the right to apply to the courts in accordance with the laws and Contest Regulations of the Republic of Latvia, applying the existing legislation of the Republic of Latvia to solve the disputes.
   16. All previous correspondence and arrangements relating to the subject matter of the Contract shall cease to have effect upon signing of the Contract.
   17. The Parties shall resolve the issues not discussed in the Contract in accordance with the laws and Contest Regulations in force in the Republic of Latvia.
   18. This Contract may be amended or supplemented by written agreement between the Parties, which shall be attached to this Contract as an integral part thereof.
   19. This Contract shall enter into force on the date when signed by both Parties and shall be valid until complete fulfilment of the obligations of the Parties.
   20. The Contract is drawn up on \_\_ (\_\_\_) pages and signed in 2 (two) copies – one for each Party. Both counterparts of the Contract have equal legal force and it shall be binding upon the Parties from the date of its signing.
   21. 2 (two) Annexes are attached to the Contract and form an integral part of the Contract:

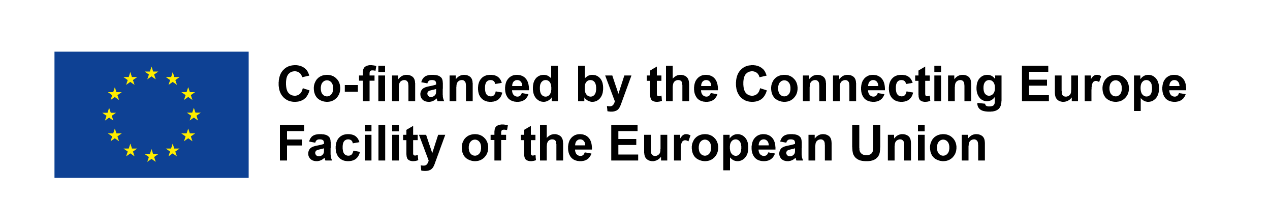
Annex 1 "Design task" on \_\_\_\_ pages;

Annex 2 "Design works estimate" on \_\_\_\_ pages.

1. **Details and Signatures of the Parties:**

|  |  |
| --- | --- |
| **The Customer** | **Contractor** |
| **Joint Stock Company Conexus Baltic Grid**  14 Stigu Street, Riga, LV-1021, Latvia  Unified registration No. 40203041605  VAT payer No. LV40203041605  Swedbank JSC, HABALV22  LV08HABA0551042978827  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Chairman of the Board \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Board Member \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |  | | --- | | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | | *Registered address* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  *Unified registration No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  *VAT Code*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  *Name of credit institution, code* \_\_\_\_\_\_\_\_\_\_\_\_\_\_  *Debit Account No.* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  *Position, name and surname* | |  | |  | |

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| --- | --- |
|  | Appendix No. 7  Open Contest ID No. "Conexus Baltic Grid"  2020/1 CEF Contest Regulations |



# CONTRACT (DRAFT) No. CON-2020/\_\_\_\_

**for providing author’s supervision service**

|  |  |
| --- | --- |
| Riga | \_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2020 |

**Joint Stock Company "Conexus Baltic Grid"**, unified registration number 40203041605 (hereinafter referred to as the Contracting Authority), represented by the Chairman of the Board \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and the Member of the Board \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ according to the Articles of Association, on the one hand, and

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, unified registration number \_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the Contractor), represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on the other hand, each separately or both together - Party or Parties,

***whereas:***

1. The Contractor, on \_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ 2020,has submitted tender No. \_\_\_\_\_ (hereinafter - Tender) in the public tender of the Contracting Authority "Development of Construction Desing for the installation of a Gas Compression Unit and author’s supervision" (tender identification number Conexus Baltic Grid 2020/1 CEF (PRO-2019/300)), co-financed by the Innovation and Networks Executive Agency (hereinafter INEA), within the framework of the concluded Contract No. INEA/CEF/ENER/M2018/175201, Project (Action) No. 8.2.4-0031-EN-WM-18, hereinafter - the Tender, and the Contracting Authority has declared the Contractor as the winner of the Tender in accordance with the Tender Contest Regulations;
2. Agreement No. CON-2020/\_\_\_\_ was concluded between the parties on \_\_\_\_ 2020 and Sub-paragraph 1.1.3 and Paragraph 2.8 of the Agreement anticipates an obligation for the Parties to conclude an author’s monitoring contract,

enters into the following Contract on author’s supervision (hereinafter - the Contract):

1. **Subject of the Contract**
   1. The Contracting Authority orders and the Contractor undertakes to perform **author’s supervision (hereinafter referred to as Author’s supervision) of the installation works (hereinafter referred to as the Facility) of joint-stock company "Conexus Baltic Grid" Gas Compression Unit No. 1 (hereinafter referred to as the GPA) at Incukalns Underground Gas Storage (hereinafter referred to as IPGK)** for the Author’s supervision fee using its tools, devices, manpower and other resources.
   2. The Contractor, for its part, shall designate the responsible construction specialist \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, who has a valid construction practice certificate for the design of transmission gas and oil supply systems (No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), hereinafter referred to as the Author Supervisor, for the purpose of performing the Author’s supervision work.
   3. The Contractor shall carry out the Author's supervision throughout the construction of the Facility, up to the acceptance of the GPA, if necessary with the assistance of a certified construction specialist from another field.
   4. The Contracting Authority accepts the Author's supervision works provided in good quality and pays for them in accordance with the procedure and in the amount specified in the Contract.
2. **Amount of the Contract and Payment Procedure**
   1. The Contract amount paid by the Contracting Authority to the Contractor for duly and properly executed Author's supervision works is EUR \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*amount in words*), value added tax (VAT) 21% is EUR \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*amount in words*), the **total Contract amount is EUR \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*amount in words)***.
   2. The Contracting authority pays the Author's supervision fee in equal instalments each month (dividing the Contract amount according to the estimated GPA Improvement works deadline specified in Paragraph 3.1 of the Contract) within 30 (thirty) days from the date of mutual signing of the acceptance-delivery certificate and receipt of the Contractor’s invoice. The Contracting Authority shall pay the final instalment payment within 30 (thirty) days from the date of acceptance of the GPA into operation, approving of the works in the Construction Board, mutual signing of the acceptance-delivery certificate of the Author's supervision works and receipt of the Contractor's invoice.
   3. After completion of the Author's supervision, acceptance of the GPA into operation and approval in the Construction Board, the Contractor shall submit the Contracting Authority an acceptance-delivery certificate of the works and the Contracting Authority shall sign the acceptance-delivery certificate within 10 (ten) days or give a reasoned refusal.
   4. The Contract amount includes all transportation costs for the arriving and departing of the Contractor to and from the Facility.
   5. The amount of the Contract is final and cannot be changed during the entire term of the Contract. If the construction work in the Facility is completed in accordance with the deadline indicated in Paragraph 3.1 of the Contract, the Contract amount for the Author's supervision shall not be changed.
   6. The Contracting Authority performs all payments provided in the Contract by transfer to the Contractor's current account specified in the Contract.
   7. If the VAT rate or the procedure for its application changes during the fulfilment of the Contract, the Parties shall observe the rate and application procedure specified in the applicable laws and Contest Regulations, without concluding a separate agreement on the change of the Contract amount.
3. **Author’s supervision works deadline**
   1. The Contractor shall provide Author’s supervision works throughout the entire period of installation of the GPA until the launching of GPA into operation and approval by the Construction Board. The planned deadline for GPA improvement work is **\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) weeks from the date of entry into the construction agreement.**
   2. In the event of interruption, suspension or termination of the works under the Contract for any reason, the Parties shall draw up and sign a notice of interruption, suspension or termination specifying the amount of work actually performed and its cost. The Contracting Authority shall pay the Contractor for these works within 10 (ten) working days from the date of signing the acceptance-delivery certificate and receipt of the relevant invoice.
   3. In the case provided in Paragraph 3.2 of the Contract the Parties shall continue to be liable for the contractual and default interest, as well as penalty interest if the provisions of the Contract so provide.
4. **Duties and rights of the Contractor**
   1. The Contractor shall have the following obligations during the performance of the Author’s supervision work:
      1. to perform the Author's supervision in accordance with the construction design, in compliance with Cabinet of Ministers Regulation No. 500 as of 19 August, 2014 "General Building Contest Regulations" as well as the requirements of other regulatory enactments regulating the performance of such works;
      2. to ensure that the person performing the Author's supervision (hereinafter - Author Supervisor) observes the Facility, participates in the launching of the Facility into operation and makes entries in the construction log, which after the Facility is launched into operation, is handed over to the Contracting Authority;
      3. Within 5 (five) working days from the date of signing the construction Contract (from the registration of the construction specialist in the Construction Companies Register of the Republic of Latvia (BIS), if the construction specialist is registered abroad), the Contracting Authority informs the Contractor about this fact, submits the Contracting Authority the list where the responsible person is indicated and other persons who will carry out the Author's supervision work. The list shall include the person's name, personal identification number and certificate number (if any). The Contracting Authority reserves the right to refuse access to the Facility to certain Contractor's employees or sub-contractors;
      4. to review and approve the Construction work project developed by the Contractor;
      5. to prevent arbitrary deviations of the Contractor from the accepted intention and construction design, as well as violations of regulatory enactments and standards in the course of construction work, as well as, if necessary, to give instructions to the construction manager and construction supervisor for implementation of the solutions envisaged in the construction design;
      6. to immediately inform the Contracting Authority in writing of any deviations from the construction design during the execution of the construction work, as well as of incorrect and poor quality construction work. The Contractor shall, within 10 (ten) days from the receipt of the Contracting Authority’s request, submit the Contracting Authority its proposals regarding possible solutions to eliminate the established non-conformity;
      7. to control, in accordance with its competence, the execution of instructions entered in the construction log;
      8. to examine the solutions submitted by the performer of construction work and information regarding the structures, equipment and materials used, as well as to provide an opinion regarding their conformity with the construction design;
      9. to evaluate all the changes made or planned during the construction of the Facility, their conformity with the requirements of the regulatory enactments of the Republic of Latvia, and, if permitted, to coordinate the changes in the documentation of the construction project with all interested organisations making a respective entry in the construction log;
      10. to review and approve the Facility supervision plan;
      11. to come to the Facility upon the invitation of the Contracting Authority, contractor, construction supervisor, construction inspector or other officials of the construction board;
      12. to be responsible for the labour protection of the employees involved in the Author's supervision by organising labour protection measures and control of their implementation in accordance with the Labour Protection Law and Regulation No. 92 of the Cabinet of Ministers of 25 February 2003 "Work Safety Requirements for Construction Work" and to be responsible for compliance with fire safety and equipment safety requirements throughout the duration of the Author's supervision;
      13. to observe the instructions of the Contracting Authority and security guards while staying at the Facility;
      14. to provide time records in accordance with regulatory enactments regarding the work in each object and to inform the construction initiator and the relevant construction board or institution, which performs construction work control, and upon the request of the construction inspector, to provide supporting documentation;
      15. Within 10 (ten) working days from the day of signing the construction Contract, of which the Contracting Authority informs the Contractor, to submit the Contracting Authority the professional civil liability insurance policy (copy) in accordance with Regulation No. 502 of the Cabinet of Ministers as of 19 August 2014 "Contest Regulations on Civil Liability Insurance for Construction Specialists and Contractors". The Contractor is obliged to maintain this policy for the entire duration of the Contract.
   2. If changes in the construction design are made due to the fault of the designer, the Author Supervisor shall develop and coordinate the relevant changes in the documentation of the construction design and construction intention with all interested parties in accordance with the procedures specified in regulatory enactments.
   3. If the Contractor or its employees have experienced inactivity or fault, or if the Contractor has violated the requirements of regulatory enactments or caused losses to the Contracting Authority or third persons due to the developed construction design, the Contractor shall indemnify the Contracting Authority third parties for the direct losses caused in full.
   4. The Contractor shall be responsible for compliance with the health, labour safety, fire protection and environmental protection requirements of its employees located at the Facility.
   5. The Contractor shall have the right to terminate the Contract by notifying the Contracting Authority in writing at least 30 (thirty) days in advance if the Contracting Authority changes the Project Author's intent without the approval of the Contractor, resulting in a violation of the Contractor's copyright under rules and Contest Regulations of the Republic of Latvia and if the Contracting Authority has not remedied the infringement within these 30 (thirty) days.
   6. The Contractor shall pay the Contracting Authority a penalty in the amount of 1 (one) % of the total amount of the Contract for poor quality Author's supervision for each established case. The total amount of contractual penalties imposed on the Contractor may not exceed 10 (ten) % of the total amount of the Contract. Payment of the penalty shall not exempt the Contractor from the duty to perform the Contract. The Contracting Authority shall be entitled to withhold the penalty calculated for the Contractor from the amount of the Contract payable to it for the delivery of works performed in good quality.
5. **Duties and rights of the Contracting Authority** 
   1. Prior to commencement of the work, the Contracting Authority shall deliver all the documents requested by the Contractor, which are necessary for the commencement of the Contract, to the Contractor.
   2. The Contracting Authority is obliged to pay the Contract amount to the Contractor in accordance with the procedure, term and amount specified in Paragraph 2 of the Contract.
   3. If the Contracting Authority fails to comply with the payment term specified in the Contract, the Contractor shall be entitled to claim, but in such case the Contracting Authority shall pay the Contractor default interest in the amount of 0.2 (zero point two) % of the outstanding amount for each day of delay but not more than 10 (ten) % of the amount of the late payment. Payment of late payment interest shall not exempt the Contracting Authority from the fulfilment of obligations of the Contract.
   4. The Contracting Authority has the right not to accept the completed Author's supervision works if the Contracting Authority establishes that they have not been completed or have been performed inadequately, or if the construction log has not been completed or is filled out improperly or inadequately for the actual situation. The Contracting party is entitled to invite an expert to perform the inspection at its own discretion. If the expert determines that the Contractor has performed the Author's supervision in poor quality, the Contractor shall cover the expenses incurred to the Contracting Authority in connection with inviting the expert.
   5. The Contracting Authority is obliged to provide written answers to the questions within 5 (five) working days from the day of receipt of the written questions of the Contractor.
   6. If the Contracting Authority wishes to terminate the Contract at its own initiative, it shall notify the Contractor thereof in writing 30 (thirty) days in advance. The Contractor shall, within one week after receipt of this notice, provide the Contracting Authority with an estimate of the Author's supervision performed in good quality until the termination of the Contract. The Contracting Authority shall pay for the performed works within 10 (ten) working days after the signing of the acceptance-delivery certificate, which is an integral part of the Agreement, as well as the receipt of the invoice submitted by the Contractor.
6. **Force Majeure**
   1. The Parties are not responsible if the Contract is not fulfilled or is not fulfilled properly due to force majeure circumstances such as natural disasters, war and any kind of military operation or other circumstances of an extraordinary nature that the Parties could not foresee in advance. The Party that is not able to perform its obligations due to such circumstances shall notify the other Party of the occurrence of such circumstance in writing within 3 (three) business days.
   2. In the event if the impact of force majeure circumstances continues for more than 3 (three) months, either Party is entitled to unilaterally terminate the Contract by giving the other Party prior written notice.
7. **Confidentiality**
   1. The Parties shall preserve the confidentiality of any information and documents, in any form, which are disclosed in writing or orally in relation to the implementation of the Contract. It shall not include information that is publicly available.
   2. The Parties shall not use confidential information and documents for any reason other than fulfilling their obligations under the Contract, unless otherwise agreed with the other Party in writing.
   3. The Parties shall be bound by the obligations referred to in Clause 8.1. and Clause 8.2. during the implementation of the Contract and for a period of five years starting from the total payment of the Contract Amount, unless:
      1. the Party agrees to release the other Party from the confidentiality obligations earlier;
      2. the confidential information or documents become public through other means than a breach of the confidentiality obligations;
      3. the disclosure of the confidential information or documents is required by law.
8. **Sanctions**
   1. Sanctions - a legal act on any economic sanctions, decrees, trade embargoes or similar measures or restrictions established, administered or applied from time to time by the legislative and/or executive authorities or organisations of the United States of America (including, but not limited to Bureau of Industry and Security of the United States Department of Commerce (BIS), Office of Foreign Assets Control (OFAC)) of the United States Treasury Department, United Nations Security Council, the European Union or a group of countries to which the Republic of Latvia, the government of the country with jurisdiction over the parties.
   2. Taking into account the sanctions valid on the date of conclusion of the Contract, the Contracting Authority confirms that they do not affect the execution of the Contract. In the case of the introduction of sanctions affecting the execution of the Contract, the Contracting Authority undertakes to notify the Contractor no later than 3 (three) working days from the date of their introduction. In this case the parties undertake, within 5 (five) working days from the moment the Contractor is notified of the imposition of Sanctions affecting the execution of the Contract, to conduct joint negotiations or sign an agreement on the further execution of the Contract or its termination. In the event of termination, the Parties shall prepare and sign the statement on termination or suspension of the contractual works, describing the actual amount of fulfilled works and its cost. The Contracting Authority shall pay the Contractor for these works within 10 (ten) working days from the date of signing the acceptance-delivery certificate and receipt of the relevant invoice.
   3. Non-fulfilment and/or improper fulfilment of obligations related to the fulfilment of obligations under the Contract caused by the Sanctions is not considered by the Contracting Authority as being caused by Force Majeure, and the Contractor shall not be liable for the non-fulfilment or improper performance of any of its obligations under the Contract due to Sanctions.
9. **Miscellaneous**
   1. The Parties shall designate the following persons responsible for the execution of the Contract:
      1. from the Contracting Authority’s side: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, phone +371 \_\_\_\_\_\_\_\_\_, mobile phone +371 \_\_\_\_\_\_\_\_\_\_\_, e-mail: \_\_\_\_\_\_\_\_\_\_\_;
      2. from the Contractor’s side: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, phone + \_\_\_ \_\_\_\_\_\_\_\_\_, mobile Phone + \_\_\_ \_\_\_\_\_\_\_\_\_\_\_, e-mail: \_\_\_\_\_\_\_\_\_\_\_.
   2. The Contractor, including the sub-contractor, shall have no rights vis-à-vis the Innovation and Networks Executive Agency (hereinafter referred to as INEA). The conditions applicable to the Contractor shall also be applicable to its sub-contractors.
   3. The Contractor shall ensure that INEA and the European Commission, or any other outside body authorised by these institutions, may carry out the technical and financial inspections and audits in relation to the Contract. Such inspections or audits may be initiated during the performance of the Contract and for a period of 5 (five) years starting from the date when the total Contract Amount has been paid to the Contractor.
   4. The check or audit procedure shall be deemed to be initiated on the date of receipt of the letter of the European Commission or the INEA announcing it.
   5. The Contractor shall keep all the original documents, in particular accounting and tax records, which are stored on any appropriate medium, including digitalised originals, if they are authorised in accordance with the applicable legislation, for a period of 5 (five) years starting from the total Contract Amount payment date under the Contract. The document storage obligation is longer, where on-going audits, appeals, litigation or claims relating to the execution of the payment, including irregularities, fraud or breach of obligations are present. In such cases the Contractor shall keep the documents until such audits, appeals, litigation or pursuit of claims are closed.
   6. Within the framework of a check or audit, the Contractor shall provide any information, including information in electronic format requested by the Contracting Authority, the European Commission or the INEA, or any other body designated by it. Where appropriate, the Contracting Authority, the European Commission or the INEA may require the Contractor to provide this information directly.
   7. The Contractor shall allow for the European Commission or the INEA staff and outside personnel, authorised by the European Commission or the INEA, to access the sites and premises where the action in relation to this Contract is or was carried out, and all the necessary information, including information in electronic format. The Contractor shall ensure that the information is readily available at the time of the on-the-spot visit, and the required information shall be transferred in the appropriate form.
   8. Based on the final audit findings, the European Commission or the INEA may take the measures it deems necessary, including recovery of the Fee and the Fee that is paid to the Contractor under the Contract.
   9. The European Anti-Fraud Office (OLAF) and the European Court of Auditors shall have the same rights, according to their competences, as the European Commission or the INEA, in particular for the purpose of checks, audits and investigations concerning the Contracting Authority.
   10. The Contractor shall take all necessary measures to prevent any situation where objective and impartial implementation of the Contract is compromised for reasons connected with the economic interest, political or national affinity, family or emotional life, or any other shared interest with the Contracting Authority or any other third party relating to the Contract ("conflict of interest").
   11. Any situation that causes or may cause a conflict of interest during the implementation of the Contract, shall be notified to the Contracting Authority, in writing, without delay. The Contractor shall immediately take all measures necessary in order to remedy this situation. The Contracting Authority shall reserve the right to examine whether the measures taken by the Contractor are appropriate, and may require additional measures within a specified time limit.
   12. Data protection: Contracting Authority data is subject to electronic data processing. In its use of personal data the Contractor will observe all relevant data-protection laws (in particular the European General Data protection Regulation) as well as its own internal data-protection guidelines. In certain cases, the Contractor may provide personal data to Service Partners or other companies in the Supplier group which may be located outside of the European Economic Area, e.g. in the U.S.; in such cases suitable measures towards data-protection will be applied.
   13. The Parties may make the following substantial amendments to the Agreement:
       1. the deadline for the performance of contractual obligations may be extended if the obligation cannot be fulfilled within the time limit due to circumstances beyond the Contracting Authority's (third party delays, delays in the development of related information systems). In such case, the due date for the fulfilment of obligations shall be extended by the time of delay, but not more than by the end of the Project implementation period;
       2. the Parties may make changes to the Technical requirements, including the inclusion of new functionality, waiver of functionality, or modification of the functionality specified in the Technical requirements if the legal provisions governing the functionality of the System change. In such a case, the impact of the changes in the regulatory enactments on the Contract Amount shall be determined by applying the procedure for requests for changes;
       3. if the law and Contest Regulations that affect the validity of any provisions of the Contract change. In such a case, the provisions of the Contract shall be changed, while retaining their original meaning as far as possible, but if this is not possible they shall be excluded from the Contract.
   14. The Parties shall resolve all disputes and discrepancies arising between the Parties during the performance of this Contract by means of negotiations. If within 30 (thirty) business days of the date of the dispute or disagreement the Parties are unable to reach a mutually negotiated solution, either Party shall have the right to apply to the courts in accordance with the laws and Contest Regulations of the Republic of Latvia, applying the existing legislation of the Republic of Latvia to solve the disputes.
   15. All previous correspondence and arrangements relating to the subject matter of the Contract shall cease to have effect upon signing of the Contract.
   16. The Parties shall resolve the issues not discussed in the Contract in accordance with the laws and Contest Regulations in force in the Republic of Latvia.
   17. This Contract may be amended or supplemented by written agreement between the Parties, which shall be attached to this Contract as an integral part thereof.
   18. This Contract shall enter into force on the date when signed by both Parties and shall be valid until complete fulfilment of the obligations of the Parties.
   19. The Contract is drawn up on \_\_ (\_\_\_) pages and signed in 2 (two) copies – one for each Party. Both counterparts of the Contract have equal legal force and it shall be binding upon the Parties from the date of its signing.
10. **Details and Signatures of the Parties:**

|  |  |
| --- | --- |
| **The Customer** | **Contractor** |
| **Joint Stock Company Conexus Baltic Grid**  14 Stigu Street, Riga, LV-1021, Latvia  Unified registration No. 40203041605  VAT payer No. LV40203041605  Swedbank JSC, HABALV22  LV08HABA0551042978827  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Chairman of the Board \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Board Member \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |  | | --- | | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | | *Registered address* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  *Unified registration No.* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  *VAT Code* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  *Name of credit institution, code* \_\_\_\_\_\_\_\_\_\_\_\_\_\_  *Debit Account No.* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  *Position, name and surname* | |  | |  | |

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|  | Appendix No. 8  Open Contest ID No. "Conexus Baltic Grid"  2020/1 CEF Contest Regulations |

### BANK GUARANTEE FORM

\_\_\_\_. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_2020 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

place

To: Joint Stock Company "Conexus Baltic Grid"

Unified registration No. 40203041605

14 Stigu street, Riga, LV-1021, Latvia

Project:

WHEREAS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter "the Contractor")

(Name of the Contractor)

has undertaken, in pursuance of Contract No. \_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_, the obligations and liabilities of the Development of Construction Design for the Installation of Gas Compression Unit at Incukalns Underground Gas Storage of JSC "Conexus Baltic Grid" (hereinafter the “Contracting Authority”),

AND WHEREAS it has been stipulated in the said Contract that the Contractor shall furnish the Contracting Authority with a Bank Guarantee in the amount of \_\_\_\_% (*amount in words*) of the total Contract Amount as a security for complete performance of the Contractor’s obligations under the Contract,

AND WHEREAS WE have agreed to give the guarantee to the Contractor,

THEREFORE WE, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereby affirm

*(name and address of the Bank)*

that we guarantee you a timely and due performance of Contractor’s obligations under the Contract, and in event of the Contractor’s default, we are bound unto you, on behalf of the Contractor, in the sum not exceeding in total the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ We undertake to pay you,

*(amount of the Guarantee in words and figures)*

upon your first written demand declaring the Contractor to be in default under the Contract and without cavil or argument, any sum or sums within the limits of the amount as aforesaid, without your needing to prove the reasons for your demand or grounds for the amount of the sum specified therein.

Any such demand with regard to this guarantee shall be sent to the address below by the validity date of the guarantee stated below.

This Guarantee is valid until the \_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_20\_\_.

Signature and Seal of the Guarantor

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

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

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_