# Appendix No.2

to the Open Contest Contest Regulations of the

“For supply of technological piping valves No.38 and No.39 and swing check valve for Gas Compressors Station No.2 at Incukalns Underground Gas Storage”

# FORM OF TENDER LETTER

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

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

*Place*

To: Joint Stock Company “Conexus Baltic Grid”

14 Stigu Street, Riga, LV-1021, Latvia

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

Having examined the Contest Regulations, we, the undersigned, undertake, in case our Tender is accepted and the Contract signed to supply the Goods for the Joint Stock Company „ Conexus Baltic Grid” for the amount of

Tender price \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

VAT (21%) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Tender price with VAT (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 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.

* 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 documents of the Contest Regulations, their clarifications, amendments and modifications and we fully understand the requirements and conditions of the Contest;
* no international or national sanctions or major sanctions 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, 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.

* we have carefully examined the scope of procurement and the Technical Specification, and our Tender price contains all costs associated with the manufacture and supply of the Goods, including the costs of materials and transport and the taxes and duties payable in accordance with the requirements of the Contest Regulations.

1. We understand that you are not bound to accept the lowest or any Tender you may receive.
2. **Date of delivery**

If our Tender is accepted, we undertake to supply the Goods within \_\_\_\_\_\_\_\_ weeks after signing the Contract.

1. **Terms of payment**

Advance payment \_\_\_% of Contract amount, the advance payment guarantee will be submitted for the amount of advance payment.

After delivery of Goods \_\_\_% of Contract amount.

1. **Terms of warranty**

*\_\_\_\_\_\_\_\_\_\_* after delivery date.

1. **Terms of delivery**

Goods under the Contract will be delivered in accordance with the terms DDP, “Incukalns Underground Gas Storage”, Latvia (Incoterms 2010).

1. **Information about 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: |  |

1. 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).

1. **Partners and subcontractors** *(delete one or both of them, where applicable)* 
   1. The Tender was submitted by a group of partners consisting of:

|  |  |
| --- | --- |
| Leader |  |
| Partners |  |
|  |  |
|  |  |

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.

* 1. We intend to subcontract the following part of the Contract to the following subcontractors:

|  |  |
| --- | --- |
| Name of the subcontractor | Part of the Contract to be performed |
|  |  |
|  |  |
|  |  |

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):  o 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);  o 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 Sub-Clause 3.1 of the Contest Regulations and Technical Tender and Financial Tender.

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

# Appendix No.3

to the Open Contest Regulations of the

“For supply of technological piping valves No.38 and No.39 and swing check valve for Gas Compressors Station No.2 at Incukalns underground gas storage”

# FORM OF FINANCIAL TENDER

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

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

*Place*

To: Joint Stock Company “Conexus Baltic Grid”

14 Stigu Street, Riga, LV-1021, Latvia

**Project:** Supply of technological piping valves No.38 and No.39 and swing check valve for Gas Compressors Station No.2 at Incukalns Underground Gas Storage

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **№** | **Good description** | **Quantity** | **Unit Price** | **Sum**  **Currency** |
| *1* | *2* | *3* | *4* | *3x4=5* |
|  | **Ball Valve:** | | | |
| 1.1. | Ball valve Dn700 ANSI 600 | 2 pcs. |  |  |
| 1.2. | Mechanical actuator | 2 pcs. |  |  |
| 1.3. | Sealing paste |  |  |  |
| 1.4. | Dn 400 (16”), ANSI 900 swing check valve with butt weld ends | 1 piece |  |  |
| TOTAL AMOUNT | | |  |  |
| VAT 21% | | |  |  |
| TOTAL with VAT 21% | | |  |  |

The Price includes certificates and technical documentation, tests certificates, quality conformance certificates, operational maintenance and assemblage engineering instruction in Latvian or English languages.

Name, family name, position of authorized person:

Signature of the Tenderer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Appendix No.4

to the Open Contest Regulations of the

“For supply of technological piping valves No.38 and No.39 and swing check valve for Gas Compressors Station No.2 at Incukalns Underground Gas Storage”

# TENDER SECURITY FORM

**I Template**

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

*place*

To: Joint Stock Company “Conexus Baltic Grid”

14 Stigu Street, Riga, LV-1021, Latvia

**Project:** Supply of technological piping valves No.38 and No.39 and swing check valve for Gas Compressors Station No.2 at Incukalns Underground Gas Storage

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** “For supply of technological piping valves No.38 and No.39 and swing check valve for Gas Compressors Station No.2 at Incukalns underground gas storage”

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**  **\_\_\_\_\_\_\_\_\_,00 (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) \_\_\_\_\_\_\_\_\_\_\_** 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 \_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_) 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 Contest Committee;
3. If the successful Tenderer fails or refuses:

* to sign the Contract during the period of Tender validity, or
* to submit the Advance payment Security in terms and conditions requested by Contract.

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

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

Sealed with the Common Seal of the said Bank

**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 :** | For supply of technological piping valves No.38 and No.39 and swing check valve for Gas Compressors Station No.2 at Incukalns Underground Gas Storage |

|  |
| --- |
| 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 advance payment 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. |

# Appendix No.5

to the Open Contest Regulations of the

“For supply of technological piping valves no.38 and no.39 and swing check valve for Gas Compressors Station No.2 at Incukalns Underground Gas Storage”

# CONDITIONS OF CONTRACT

1. Payment
   1. The Contracting Authority shall pay the Contract Price for the Goods supplied and Services provided in compliance with the invoice submitted by the Supplier by bank transfer to the bank account specified in the invoice in accordance with the following procedure:
2. \_\_\_\_ (\_\_\_\_\_\_\_\_\_\_percents) of the Contract Price as an advance payment after signing the Contract and receipt of the advance payment guarantee in the amount of advance payment;
3. \_\_\_\_\_ (\_\_\_\_\_\_\_\_\_percents) of the Contract Price upon DDP delivery of the Goods to the Site against documents of Goods and after signing of Acceptance Statement;

1. Insurance
   1. The Supplier shall maintain, at his own expense, insurance of the Goods during their delivery. The Goods shall be insured in the amount of 100% (one hundred per cent) of the value of the Goods DDP “Incukalns Underground Gas Storage”, Ragana, Krimulda parish, Krimulda district, Latvia, from “warehouse” to “warehouse” against all risks, including war and strikes.
2. Packing and Storing conditions
   1. The Supplier shall provide such packing of the Goods as is required to prevent their damage or disarrangement during transportation. The packing shall be sufficient to withstand rough handling during transit and exposure to fluctuations of temperature and precipitation during transit.
   2. All packages shall be adequately marked in order to enable identification of their contents. Each item contained in a package shall be clearly identified on the packing list by its description and part number and assembly drawing reference, and shall be marked to correspond to the packing list.
   3. The Supplier shall give instructions and requirements to the Contracting Authority with regard to the storing of the Goods.
3. Delivery and Documentation of the Goods and the Works
   1. Delivery of the Goods shall be made by the Supplier in accordance with DDP Incukalns Underground gas Storage, Latvia (*Incoterms 2020*). The place of delivery:

Incukalns Underground Gas Storage, Krimulda parish, Krimulda district, Latvia*.*

* 1. The Supplier shall, together with the loading of the Goods into the vehicle, inform the Contracting Authority by e-mail of the transportation of the Goods, including the description, amount, dimensions and weight of the Goods and the expected date of delivery.
  2. The Supplier shall, together with the delivery of the Goods, submit the following documents to the Contracting Authority:
  3. Manufacturer’s guarantee certificate;
  4. The respective transportation document;
  5. Detailed packing list with the identification of its content;
  6. Manufacturer’s factory inspection/test certificate;
  7. Certificate of origin of the Goods;
  8. Specification of packing materials and weight list;
  9. Commercial invoice.

1. Penalties
   1. Penalties for delay:
2. In the event the Supplier fails to supply the Goods by the dates specified in the Contract or any other date agreed by both Parties in writing, the Contracting Authority has a right to count, and in such case the Supplier shall pay to the Contracting Authority penalty for delay equivalent to 0.1% (point one per cent) of the Contract Price for each day of delay up to the maximum deduction of 10% (ten per cent) of the Contract Price. The Contracting Authority may deduct the penalty for delay from the amounts payable to the Supplier;
3. If the Contracting Authority fails to make payments within the time periods specified in the Contract, the Supplier has a right to count, and in such case the Contracting Authority shall pay to the Supplier penalty for delay equivalent to 0.1% (point one per cent) of the amount of the delayed payment for each day of the delay up to the maximum deduction of 10% (ten per cent) of the amount of the delayed payment.
   1. Penalty for termination. If the Supplier fails to perform his contractual obligations or unilaterally withdraws from the performance of these obligations, the Supplier shall pay back the advance payment made by the Contracting Authority, as well as the penalty in the amount of 10% (ten per cent) of the Contract Price. The repayment of the advance payment shall apply only to the part of the advance payment not covered with the Goods supplied or Services performed.
4. Resolution of Disputes

The Contracting Authority and the Supplier shall make every effort to resolve amicably by mutual negotiations any disagreement or dispute arising between them in connection with the Contract. If the Parties have failed to resolve the dispute by mutual negotiations within 3 (three) calendar months, the dispute shall be settled in the court in accordance with the laws and regulations of Republic of Latvia.

1. **The right to terminate the Agreement or it’s part**

The Contracting Authority shall have the right to terminate the Agreement or it’s part unilaterally by sending a written notice to the Supplier if the Supplier or its subcontractor, whose value of the services to be rendered (Goods to be delivered) is at least 10% of the total value of the Agreement, or the possibilities of which the Supplier based, in order to certify in the procurement that its qualification meets the requirements of the procurement document, in accordance with the International and Latvian Law on National Sanctions At the time of execution of the contract, sanctions imposed by the Member States of the European Union or the North Atlantic Treaty Organization affecting international or national sanctions or significant financial and capital market interests are applicable, if it is therefore impossible to enforce the Agreement or part thereof.

1. Applicable Law

The Contract shall be concluded, performed and interpreted in accordance with the laws and regulations of the Republic of Latvia. In regard to the issues not included in the Contract, the Parties shall comply with the laws of the Republic of Latvia.

# Appendix No.6

to the Open Contest Regulations of the

“For supply of technological piping valves No.38 and No.39 and swing check valve for Gas Compressors Station No.2 at Incukalns Underground Gas Storage”

# FORM OF ADVANCE PAYMENT GUARANTEE

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

Beneficiary: JSC “Conexus Baltic Grid”

14 Stigu street, Riga, LV-1021, Latvia

**Project:**For supply of technological piping valves No.38 and No.39 and swing check valve for Gas Compressors Station No.2 at Incukalns Underground Gas Storage

Contract: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ No.\_\_\_

WHEREAS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter "the Supplier")

(*Name of the Contractor*)

(has undertaken, in pursuance of Contract No. \_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_, the obligations and liabilities of the **supply of \_\_\_\_\_\_\_\_\_\_\_** for the Joint Stock Company " Conexus Baltic Grid " (hereinafter the “Purchaser”),

AND WHEREAS it has been stipulated in the said Contract that the Supplier have the right to receive an advance payment, for which the Contract requires him to obtain a guarantee in amount of advance payment\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

At the request of the Purchaser, we *(name of bank)* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby irrevocably undertake to pay you, the Beneficiary/ Purchaser any sum or sums not exceeding in total the amount of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the Guaranteed amount, say:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) upon receipt by us of your demand in writing and your written statement stating:

1. That the Supplier has filed to repay the advance payment in accordance with the conditions of the Contract, and
2. Amount which the Supplier has filed to repay.

This guarantee shall become effective upon receipt of advance payment by the Supplier. This Guaranteed amount is effective till advance payment is repaid.

Any demand for payment must contain your signature(s) which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at this office on or before (the date of expected expiry of the Time of Completion) \_\_\_\_\_\_\_, when this guarantee shall expire and shall be returned to us.

We undertake to pay you such guaranteed amount upon receipt by us; within Contract period of your demand in writing that the advance payment has not been repaid.

This Guarantee is valid until the \_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_201\_\_.

Signature and Seal of the Guarantor

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

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

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