

**Akciju sabiedrība “Conexus Baltic Grid”**

Reģistrācijas Nr. 40203041605

Stigu iela 14, Rīga, LV-1021

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**ATKLĀTA SARUNU PROCEDŪRA**

**“Urbumu diagnostika un droša ekspluatācijas laika atestācija 2024. gadā”**

***(Akciju sabiedrības „Conexus Baltic Grid” Inčukalna pazemes gāzes krātuves urbumu tehniskā stāvokļa diagnostika un rūpnieciskās drošības ekspertīze 2024. gadā)***

**NOLIKUMS**

(Iepirkuma identifikācijas numurs PRO-2024/026)

**OPEN NEGOTIATED PROCEDURE**

**“Wells diagnostics and safe operation time certification in 2024”**

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

**REGULATIONS**

(Procurement identification number PRO-2024/026)

**Riga, 2024**

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| **GENERAL CONDITIONS OF THE OPEN NEGOTIATED PROCEDURE**  **THE TERMS**   1. Open negotiated procedure (hereinafter referred to as "Procurement", "Procurement procedure", "Negotiated procedure")- a procurement procedure in which the public service provider consults with the economic operators, who have submitted the tenders, and organises negotiations on the terms of the procurement contract with one or more of them; 2. Commission - procurement commission of Joint Stock Company "Conexus Baltic Grid", set up to organise the procurement procedure; 3. Regulations or Invitation to submit tenders (hereinafter - “Negotiated procedure documents”, “Invitation”, Regulations) – the regulations of the Negotiated procedure (negotiation process) with annexes and any clarifications, explanations or any changes that may occur during the procurement procedure; 4. Economic operator - a natural person or a legal person, a contracting authority, a public service provider, or an association of such persons in any combination thereof which offer to perform construction works, supply products or provide services accordingly; 5. Tenderer - an economic operator who has submitted a tender; 6. Tender - submitted by the Tenderer documents with annexes and any clarifications, explanations or any changes that may occur during the procurement procedure.   The designation or explanation of several terms may also be given in the text of the Regulations. | |
| Public Service Provider, procurement procedure | |
| Joint Stock Company "Conexus Baltic Grid",  Unified Reg. No 40203041605,  Address: Stigu street 14, Riga, LV-1021, Latvia,  (hereinafter also Public Service Provider/Customer/Conexus) | | |
| pursuant to the Customer’s internal regulatory enactments organises the Procurement by publishing an invitation to participate, ensuring the efficient use of the Public Service Provider's financial means, the transparency of the procurement procedure, free competition of the suppliers and equal and fair treatment of them. | | |
| 1. The notice on this procurement procedure has been published on the website of the Procurement Monitoring Bureau of the Republic of Latvia [www.iub.gov.lv](http://www.iub.gov.lv). | | |
| 1. The Tenderer is considered a supplier, who has submitted a tender for the negotiated procedure. | | |
| 1. The negotiated procedure - Negotiations: | | |
| Only Tenderers, who have submitted Tenders, based on the Regulations, can participate in the negotiations. In the procurement procedure, the tenders submitted by the Tenderers are evaluated, negotiated and awarded. During the evaluation of tenders, the Customer shall check the compliance of the tenders with the requirements of the Invitation to submit tenders and, in accordance with the tender selection criteria, shall select the Tenderer, if necessary, hold negotiations and award the procurement contract. | | |
| Contact person of the Public Service Provider | | |
| **2.1.** Regarding the technical issues of the Procurement subject – Head of Geological Survey Kristaps Martinsons, mobile phone +371 28602449, e-mail: [Kristaps.Martinsons@conexus.lv](mailto:Kristaps.Martinsons@conexus.lv);**2.2.** On the course of the negotiation procedure and the requirements included in the Regulations - Aleksandrs Tereševs, Leading Procurement Specialist of the Procurement Division of the Procurement Division of the Legal Department of the Joint Stock Company “Conexus Baltic Grid”, mob. tel. +371 26310214, e-mail: [aleksandrs.teresevs@conexus.lv](mailto:aleksandrs.teresevs@conexus.lv). | | |
| During the procurement procedure, communication on the Regulations and / or the procurement subject in accordance with the procedure set out in Clauses 5 and 7 of the Regulations shall be permitted only with the Public Service Provider's contact person. | | |

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| 1. **The subject and scope of the Negotiated procedure** |
| **3.1.** The subject of Negotiated procedure is to provide **technical condition diagnostics and industrial safety expertise works and recertification of JSC “Conexus Baltic Grid” Incukalns UGS wells in 2024** **(hereinafter - the Works)**, in accordance with the Technical Specification, Tender submitted by the Tenderer, terms of the Contract and the laws and regulations of the Republic of Latvia and the European Union.  **3.2.** Technical specification is in Annex No. 3 to the Regulations.  **3.3.** Service provider should be a legal entity established in a NATO country, NATO Contact Country (Australia, Japan, New Zealand, Republic of Korea), European Union or European Economic Area (hereinafter - EEA) member state or in the following countries that have joined the World Trade Organization Agreement on Public Procurement - Armenia, Australia, Canada, Iceland, Israel, Japan, Liechtenstein, Montenegro, Moldova, Netherlands for Aruba, Norway, New Zealand, South Korea, Singapore, Switzerland, Ukraine , United Kingdom and United States of America - and its beneficial owner is a citizen of one of the countries mentioned in this paragraph.  **3.4.** Procurement subject nomenclature (further – CPV codes):  Primary CPV code: 76000000-3 (Services related to the oil and gas industry).  Additional CPV codes: 76400000-7 (Rig-positioning services); 76450000-2 (Well-management services); 76460000-5 (Well-support services); 76470000-8 (Well-testing services); 76600000-9 (Pipeline-inspection services).  **3.5.** The Tenderer shall submit only one Tender. The Tenderer who submits more than one Tender will be rejected. The submission of Tender variants (alternatives) is not allowed.  **3.6.** Scope of Supply is not divisible. The Tenderers must propose full scope of the amounts of the goods/works/services required. The Tenders for the part of the required scopes may be rejected.  **3.7.** The Customer is not related to the specified amount, i.e., the Customer is not obliged to order and pay for the full specified amount/number of goods / works / services. |
| **4. Places, terms of performing the contractual obligations and other conditions** |
| Execution place of the contract: JSC “Conexus Baltic Grid”, Incukalns Underground Gas Storage, Krimulda parish, Sigulda district, LV-2144, Latvia. **4.2.** Term and conditions of performance of the Contract / Works: |
| 4.2.1. The term of the Contract – 20 December 2024.  4.2.2. The Works must be completed and handed over not later than December 10, observing the conditions, terms and amounts/volumes included in the Technical Specification. The amount of Works may change. At the Customer's discretion, the total amount of Works may be changed (increased or reduced) within 20%. In this case, the payment for the performed Works is calculated proportionally, considering the unit prices specified in the Financial Tender.  4.2.3. The Tender selection criterion is the most economically advantageous tender, which will be determined taking into account the criteria set out in Paragraph 18 of the Regulations.  **4.3.** The precise contract performance deadlines will be determined in accordance with the Bidder's proposal and/or contract performance schedule, which will be refined and mutually agreed upon before or after the signing of the procurement contract.   1. **General conditions for participation and exchange of information; engagement and replacement of subcontractors and staff members** |
| 1. The participation in the negotiated procedure and establishing of contract obligations shall be open on equal conditions for physical and legal persons established and operating in accordance with the laws of their country of origin. |
| 1. The Tenderer's participation in the negotiated procedure is a manifestation of their own free will. Having submitted the Tender, the Tenderer accepts all the binding requirements and stipulations incorporated in the Regulations. Any provision offered by the Tenderer in contradiction to the Regulations shall not be accepted and may serve as the basis for refusal of the Tender. |
| 1. The Tenderer shall carefully examine the Regulations and shall assume full responsibility for the Tender’s compliance with the requirements of the Regulations and its annexes. 2. The Regulations, amendments to the Regulations and answers to questions of interested suppliers are publicly available on Conexus’s website: <https://conexus.lv/procurements>. |
| 1. The Tenderer shall follow on a regular basis the information published on Conexus’s website concerning this procurement procedure. The Tenderer shall verify if all Regulations' documents, as well as explanations and amendments are received in full. |
| 1. The Customer shall not be held liable for the Tenders inadequately drawn up by the Tenderer, should the Tenderer fail to take into account the amendments, answers and updates regarding the requirements provided for in the Regulations published on the websites mentioned above. 2. The exchange of information between the Customer and Tenderers shall take place electronically, e.g., via e-mail, or by means of a secure electronic signature, or by the addition of a scanned document to an electronic mail. Oral information is not binding within the framework of the negotiated procedure. |
| 1. The Tenderer shall be obliged to confirm receipt of any information related to the procurement procedure and received from the Public Service Provider by sending an e-mail to the Public Service Provider's e-mail address that is indicated in the Regulations. |
| 1. If the Tenderer fails to confirm receipt of information from the Public Service Provider a printout of the Public Service Provider's respective e-mail can serve as proof of the fact that the information was sent. 2. The Tender shall be prepared in accordance with the requirements of the Regulations and its clarifications. Any condition proposed by the Tenderer and being in contradiction with the Regulations may constitute grounds for rejection of the Tender.  |  | | --- | | 1. If the Tenderer has formed a suppliers' association specifically for this order, the Tender shall be unified and provide (possibly) for a single contract. Each person of the suppliers' association (entitled to sign liability documents) shall sign the application letter. In this case, the Tender shall be jointly and severally binding to all member of the suppliers' association. The composition or structure of the suppliers' association may not be subject to change during the period from submission of the Tender until the consequent conclusion of a contract, if awarded. | | 1. The Tender may be signed by the representative of the suppliers' association only if the latter has been granted a written authorisation by the other members of the suppliers' association. Each such member of the suppliers' association shall submit a document confirming the authority of each of them to participate in the negotiated procedure so as if each of them individually would have acted as the Tenderer. | | | 1. The Tenderer shall cover all expenses related with preparation and submission of the Tender and the Public Service Provider in no way shall be responsible and shall not undertake any obligations concerning these expenses with respect to the course and result of evaluation of tenders. | | 1. If the Tenderer has included in their tender information, the disclosure of which might harm their commercial interests, and the Tenderer deems this information a trade secret, the Tenderer must clearly indicate this in the tender. The information, which the Public Service Provider must disclose in compliance with the requirements of the laws or the Regulations, cannot be specified as a trade secret. 2. Engagement and replacement of subcontractors and staff members:   5.15.1. The subcontractors, staff members shall be engaged by the Tenderer in the performance of the contract in accordance with the distribution of the parts or roles specified.  5.15.2. The Tenderer shall not be entitled without the consent of the Customer to replace the specified staff or subcontractors or engage additional subcontractors for the performance of the contract. The Customer may request the staff’s and subcontractors' views on the reasons for their replacement.  5.15.3. In any case, the replacement of the staff and subcontractors involved and / or the recruitment of new staff / subcontractors may only take place upon agreement with the Customer.  5.15.4. The selected Tenderer is responsible for ensuring that the rules on the replacement of personnel or subcontractors involved in the performance of the Contract or the involvement of new subcontractors in the performance of the Contract are also observed by the subcontractors involved.  5.15.5. If the Customer in the course of performance of the Contract finds that the successful Tenderer (its subcontractor) has violated the conditions of the Regulations and/or Contract regarding replacement of the engaged staff or subcontractors or engagement of new subcontractors in the performance of the Contract, the Customer is entitled to apply a contractual penalty for each such case in accordance with the procedure set out in the Contract (if such penalties is specified). | |
| |  |  | | --- | --- | | Language | | | 1. Documents of the Regulations are prepared in Latvian and/or English, in case of any inconsistency the Latvian version shall prevail. | | 1. The tender shall be prepared and submitted in Latvian or English, or in Latvian and English. The tender submitted by the Tenderer may also be in another language, but it must have enclosed translation in Latvian or English with the condition, that when interpreting the tender, the respective text of the translation takes precedence. The translation must be certified. The Tenderer is responsible for the compliance of the translation of the documents with the original. | |
| Clarifications of the negotiated procedure documents |
| 1. If the economic operator needs a clarification, it shall notify the Public Service Provider's contact person in due time by e-mail. |
| 1. If the economic operator has timely requested additional information on the requirements provided for in the Regulations, the Customer will answer within 5 (five) working days, but not later than 5 (five) calendar days prior to the deadline for tender submission. |
| 1. The Public Service Provider will send the additional information to the economic operator who has asked the question and simultaneously will post this information on Conexus’s website where documents of the procurement procedure are available by stating also the submitted question. 2. In case there is any inconsistency between any parts of the Regulations, the economic operator shall ask the Customer for the clarification. The decision of the Customer shall in any case be the final and binding. |
| Validity term of the Tender |
| 1. The validity term of the Tender submitted by the Tenderer shall be 3 (three) months past the tender submission deadline. Tenders with a shorter validity term may be deemed inappropriate and rejected. |
| 1. The Tender shall be binding on the Tenderer for its entire validity term. 2. The Public Service Provider may ask the Tenderer to extend the validity term of the Tender for a specific period. |

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| Exclusion conditions and Requirements of the Tenderers' selection | | | |
| 1. Provisions for the exclusion and the documents to be submitted for their eligibility verification, the qualification requirements, and the documents to be submitted to certify their fulfilment. | | | |
| **Exclusion conditions and requirements of the Tenderers' selection** | | **Documents to be submitted**  **A** - Documents proving non-eligibility of the exclusion conditions of a person registered or permanently residing in the Republic of Latvia  **B -** Documents proving non-eligibility of the exclusion conditions of a person registered or permanently residing in a foreign country | |
|  | The Customer shall reject the Tenderer from subsequent participation in the procurement procedure, finding any of the exclusions specified below. | | |
|  | It has been stated that the Tenderer has tax arrears (including state mandatory social security contribution arrears) in Latvia or the country, where it is registered or permanently resident, the total amount of which in any of the countries exceeds 150 euro, on the last day of the tender submission period or on the day of the decision awarding potential contract conclusion right. | A - Documents do not need to be submitted. The Customer will check non-eligibility of this exclusion condition taking into account the information posted in the information system stipulated by the Cabinet on the date of the last data update of the public tax debtors' database of the State Revenue Service and the Administration System of Immovable Property Tax.  B - If the Tenderer is registered or its permanent place of residence is outside Latvia, the Tenderer is entitled to attach documents in accordance with Clause 9.6.1 of the Regulations. | |
|  | If the Tenderer's insolvency proceedings have been announced, the Tenderer's economic activity has been suspended, the Tenderer is being liquidated. | A - Documents do not need to be submitted. The Customer will check non-eligibility of this exclusion condition in the Register of Enterprises.  B - If the Tenderer is registered or its permanent place of residence is outside Latvia, the Tenderer is entitled to attach documents in accordance with Clause 9.6.2 of the Regulations. | |
|  | The person, who prepared procurement documentation (the Public service provider's official or employee), a member of the procurement commission or an expert is related to the Tenderer or is interested in the selection of any Tenderer, and the Public service provider cannot eliminate this situation with any measures less restricting to the Tenderer. | If the Tenderer has information that it is related to the person who has drawn up the Negotiated procedure documents (Customer's official or employee), a member of the Commission or an expert, it shall be specified in the Tender. | |
|  | The Tenderer has advantages restricting competition in the procurement procedure, because it or a legal person related to it was involved in preparation of the procurement procedure and this cannot be eliminated using less restrictive measures and the Tenderer cannot prove that its activity or the activity of the legal person related to it in the preparation of the procurement procedure does not restrict competition. | In its Tender the Tenderer shall specify if it or a legal person associated with it has been involved in the preparation of the Negotiation procedure Regulations, and provide evidence that there are no circumstances that would give advantage to this Tenderer in the procurement procedure, thereby restricting competition. | |
|  | The Tenderer has provided false information to certify the conformity with the provisions referred to in this Section or the selection requirements laid down in this Section, or has failed to submit the requested information. | Documents do not need to be submitted. The Public Service Provider will check non-eligibility of this exclusion condition in the course of evaluation of the Tender. | |
|  | The Tenderer is subject to the restrictions set forth in Section 111, Paragraph one of the Law on International Sanctions and National Sanctions of the Republic of Latvia. | A:   1. Confirmation (included in the Letter of Application Form in Annex No. 1) that in relation to the Tenderer, a member of the Tenderer's Board or Council, the beneficial owner, the person entitled to represent or the procurator, or the person authorized to represent the Tenderer in activities related to the branch, no international or national sanctions or significant sanctions of a member state of the European Union or a North Atlantic Treaty organization affecting the interests of the financial and capital market have been imposed. 2. The Customer will check non-eligibility of this exclusion condition in the Register of Enterprises and on the public databases.   B:   1. Confirmation (included in the Letter of Application Form in Annex No. 1) that in relation to the Tenderer, a member of the Tenderer's Board or Council, the beneficial owner, the person entitled to represent or the procurator, or the person authorized to represent the Tenderer in activities related to the branch, no international or national sanctions or significant sanctions of a member state of the European Union or a North Atlantic Treaty organization affecting the interests of the financial and capital market have been imposed. 2. A statement issued by the respective state institution or extract / printout from the respective state institution database containing information about the Tenderer, members of the Tenderer's board or council, the beneficial owner, the person entitled to represent or the procurator, or the person authorized to represent the Tenderer in activities related to the branch. 3. The Customer will check non-eligibility of this exclusion condition on the public databases. | |
|  | The Customer is entitled to request opinions / conclusions / recommendations from the state security authorities regarding the Tenderer, its specialists, members of the partnership (if the Tenderer is a partnership), members of the suppliers' association (if the Tenderer is a suppliers' association) and / or persons nominated by the Tenderer (subcontractor), on which the Tenderer relies in order to certify that qualification complies with the requirements specified in the Regulations. | Documents do not need to be submitted.  The Customer has the right to request additional information, documents that may be required. | |
| **The Tenderer must meet the following (mandatory) selection criteria:** | | | |
|  | The Tenderer, a member of a partnership (if the Tenderer is a partnership), a member of the association of suppliers (if the Tenderer is an association of suppliers) and/or a person (subcontractor) specified by the Tenderer has been registered in the procedure provided for in laws and regulations is:   * a legal entity that is registered in the cases specified in regulatory enactments in a NATO country, NATO Contact Country (Australia, Japan, New Zealand, Republic of Korea), European Union or European Economic Area (hereinafter - EEA) member state and its real beneficiary is NATO country, NATO Contact Country (Australia, Japan, New Zealand, Republic of Korea), a citizen of the European Union or an EEA country   or   * a natural person who is a citizen of NATO country, NATO Contact Country (Australia, Japan, New Zealand, Republic of Korea), the European Union or an EEA country. | A - Documents do not need to be submitted. The Public Service Provider will check this condition in public database of the Register of Enterprises.  B - Copy of registration certificate, a statement issued by the respective state institution or extract / printout from the respective state institution database. | |
|  | The Tenderer’s official who has signed the Tender documents has signatory (representation) rights. | A - The Customer will check this condition in public database of the Register of Enterprises.  A power of attorney issued to another person to sign the Tender and the Contract, if other person has been appointed to sign the documents.  B - If the Tenderer is registered or its permanent place of residence is outside Latvia:  A statement issued by the respective state institution or extract / printout from the respective state institution database containing information on the Tenderer’s officials with representation rights.  A power of attorney issued to another person to sign the Tender, if other person has been appointed to sign the documents. | |
|  | The Tenderer over the last 3 (three) years (2021, 2022, 2023 or later to the date of submission of the Tender) has successful experience in providing similar works/services – at least 2 contracts, which are equal to the procurement subject, completed.  Contracts within the framework of which the Tenderer has performed diagnostics of the technical condition of natural gas wells, industrial safety expertise (with interpretation of results; preparation of an opinion/final report) and attestation of natural gas wells will be considered equal to the subject of procurement.  If the Tenderer is an association of suppliers, the members of the association of suppliers shall meet all the requirements set out in this Clause either together or separately. | Same for A and B:  1) Information completed in accordance with Annex No. 2 “Tenderer’s statement of experience”, which contains all the information for last 3-year period, so that the Customer can clearly verify the Tenderer’s compliance with the requirements referred to in this Clause.  2) For each contract/project certifying the experience shall be submitted:  a) positive client feedback or confirmation/declaration provided by the Tenderer, from which the Customer can clearly verify the Tenderer's compliance with the requirements referred to in this Clause, including but not limited to such information:   * business name of the client and subject of the contract; * a brief description of the subject of the contract, including all the information needed to verify compliance with the qualification requirements; * contact details (name, position, telephone, email) of the client´s person in charge.   b) other documents certifying the compliance of the objects concerned with the requirements of this Clause.  The Tenderer is entitled to certify the fulfilment of qualification requirements with any additional documents certifying the compliance of the objects concerned with the requirements of this Clause, inter alia, by submitting copies of transfer-acceptance certificates and / or client feedback.  To verify the compliance of the experience concerned, the Customer has the right to request additional information.  *\* - Except if the Tenderer refers to the experience in the cooperation with AS "Conexus Baltic Grid", in that case the information referred to in subsection 2) is not needed.* | |
|  | The Tenderer has a permit/license for the performance of technical condition diagnostics and industrial safety expertise of natural gas wells issued by the competent authority of the country of registration or the country in which the economic activity is carried out.  If the Tenderer is an association of suppliers, the members of the association of suppliers shall meet all the requirements set out in this Clause either together or separately. | Same for A and B:  Copies of documents certifying the Tenderer's compliance with the requirements mentioned in this paragraph: licenses, permits, certificates, etc. | |
|  | The Tenderer has appropriate resources for the execution of the Works and ensures that qualified and experienced specialists are involved in the execution of the Contract.  The Tenderer involves at least the following qualified and experienced specialists:  9.2.5.1.:  At least 1 (one) specialist geophysicist:  - have a higher education in the related field responding to the topic of this Tender;  - over the last 3 (three) years (2021, 2022, 2023 or later to the date of submission of the Tender) has successful experience in providing similar works/services – at least 2 contracts, which are equal to the procurement subject, completed.  Contracts within the framework of which the specialist has performed interpretation of results of diagnostics of the technical condition of natural gas wells and industrial safety expertise, preparation of an opinion/final report and attestation of natural gas wells will be considered equal to the subject of procurement.  9.2.5.2.:  Experts:  - have the right to carry out diagnostic work on the technical condition of natural gas wells and industrial safety expertise;  - has experience in performing diagnostics of the technical condition of natural gas wells and industrial safety expertise. | 1. List of specialists offered by the Tenderer in accordance with Annex No. 2, which contains all the information, so that the Client can clearly verify compliance with the requirements referred to in this paragraph. 2. Copies of documents certifying the education / qualification of specialists: certificates, licenses, diplomas, etc. | |
|  | The Tenderer is not directly or indirectly related to PJSC “Gazprom” and its related companies (due to certification requirements). | In such case, information must be included in Tender letter. | |
| 1. A member of the partnership (if the Tenderer is a partnership) is subject to the terms and conditions referred to in Clause 9.1. of the regulations. | | | |
| 1. A Tenderer is entitled to rely on other persons' resources to demonstrate that their qualifications meet the selection requirements set out in the Regulations. In this case, the exclusion cases listed in Clause 9.1 shall apply to the person on whose resources the Tenderer relies in order to demonstrate that their qualifications meet the requirements laid down in the Regulations. | | | | |
| 1. In relation to the Tenderer registered and constantly resident in Latvia the Public Service Provider will verify the information on the conditions of exclusion referred to in Clause 9.1 of the Regulations in publicly available databases or registers. | | | | |
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| 1. If the Tenderer is registered outside Latvia, the following may be submitted: | | | | |
| 9.6.1. for Clause 9.1.2 of the Regulations – a certificate issued no earlier than 6 (six) months before the day of submission of the Tender and prepared in accordance with the legislation of the Tenderer's country of registration, confirming that the Tenderer in the respective foreign country has no tax debts, including debts of the state social insurance mandatory payments, the aggregate amount of which exceeds 150 *euro*; | | | | |
| 9.6.2. for Clause 9.1.3 of the Regulations – a certificate issued by a competent institution no earlier than 6 (six) months before the day of submission of the Tender and prepared in accordance with the legislation of the Tenderer's country of registration, confirming that the Tenderer 's insolvency process has not been announced and it is not undergoing liquidation; | | | | |
| 9.6.3. if the documents are not issued or sufficient to certify that the Tenderer is not subject to the conditions referred to in Clauses 9.1.2., 9.1.3. of the Regulations, the documents concerned may be replaced by an oath or, if no oath making is provided for by regulatory enactments of the country concerned, – by a personal certification of the Tenderer to a competent executive or court authority, sworn notary or a competent organization in the field concerned in the country of their registration (permanent place of residence). | | | | |
| 1. The subcontractor specified by the Tenderer, the value of provided services of which is at least 10 000 EUR, is subject to the terms and conditions referred to in Clauses 9.1.2 - 9.1.8. of the Regulations (if a subcontractor is involved). | | | | |
| 1. The Public Service Provider may request the replacement of a subcontractor or a person on whose capabilities the Tenderer relies, if the exclusion criteria specified in Clause 9.1 of the Regulations are applicable to the said persons. If the Tenderer does not submit documents regarding a new, compliant subcontractor or a person on whose capabilities the Tenderer relies within 10 working days after sending such a request, the Public Service Provider shall exclude the Tenderer from participation in the procurement procedure. | | | | |
| 1. Statements and other documents for the verification of the exclusion conditions, which in the cases provided for in the Regulations are issued by the competent institutions of the Republic of Latvia, will be accepted and recognized by the Customer on the condition that they are issued not earlier than one month before the date of submission; statements and other documents issued by foreign competent authorities will be accepted and recognized by the Customer on the condition that they are issued not earlier than six months before the date of submission, where the authority issuing the statement or document has not specified a shorter period of its validity. 2. The Public Service Provider accepts the European Single Procurement Document as the initial proof of compliance with the Tenderer selection requirements defined by the Regulations of the negotiations. The Tenderer submits a separate European Single Procurement Document regarding each subcontractor which has been specified by it and the value of whose services amounts to at least 10 000 EUR. The suppliers' association submits a separate European Single Procurement Document on each of its members.   The Tenderer may submit to the Customer the European Single Procurement Document that has been submitted in another procurement procedure if the Tenderer certifies that the information contained in the document is accurate.  The Customer at any stage of the procurement procedure has the right to request that the Tenderer provides all or part of the documents confirming compliance with the selection requirements set out in the Regulations. The Customer will not request such documents or information that is in its possession or is available in the public databases.  The document form is available on the website of the Electronic Procurement System: <http://espd.eis.gov.lv/>.  The Tenderer shall add the completed European Single Procurement Document to the selection documents.   1. In case, if requested statement from the relevant foreign competent authority (containing the information on the Tenderer’s board and council members, beneficial owner (-s), person (-s) having the right of representation or proctor (-s), or a person (-s) who is authorised to represent the Tenderer in activities related to a branch or information that the beneficial owner cannot be identified) is not issued, these documents may be replaced by an oath or, if oath is not provided by the laws and regulations of the respective state, by a statement drawn up by the Tenderer itself or the subcontractor to a competent executive or judicial authority, a sworn notary or a competent authority of the respective sector in the country of registration of the Tenderer. The Customer may also individually obtain the information necessary for the verification of the Tenderer or subcontractor registered abroad provided for Section 11¹ Paragraph one of the Law on International Sanctions and National Sanctions of the Republic of Latvia. | | | | |
| General conditions, term, place, and deadline for submission of the Tender | | |
| 1. The Tenderer prepares and submits the Tender in electronic format (.doc, .docx, .xls, .xlsx, .odf, .pdf - with accessible text search, copying and printing functionality), in compliance with regulations on the preparation of electronic documents, including signed with a secure electronic signature containing a timestamp. | | |
| 1. The Tenderer uses additional encryption to protect the Tender data so that the information included in the Tender is not available until the tenders are opened. The Tenderer must submit a valid electronic key and password for opening the encrypted document no earlier than 15 minutes before and no later than 5 minutes after the end of the deadline for submission of Tenders. 2. The Customer is not responsible for the premature opening of a Tender that has not been completed in accordance with the above requirements. The Customer has the right, but not the obligation, to reject such a Tender. 3. The letter of application, Technical and Financial Tender shall be completed electronically, in a separate electronic document that is readable with Microsoft Office. 4. The Tender shall be signed by the representative of the Tenderer with representation rights or its authorised person. If the application is signed by an authorized person, it shall be accompanied by a power of attorney with the right of representation, clearly indicating in the mandate the scope of rights and obligations assigned to the authorized person (scanned original document in PDF format). If the Tenderer is an association of suppliers and the company's agreement does not provide for representation rights, the application shall be signed by each person included in the association of suppliers, representative with representation rights. 5. Copies, if the Tenderer has submitted a copy of a document, must be certified. If a copy of a document is not certified the Contracting Authority, if he has doubts about the authenticity of the submitted document, may request that the Tenderer present the original document or submit a certified copy. 6. The Tender must be prepared in Latvian or English. Documents submitted in other languages must be accompanied by a translation into Latvian or English, translation must be certified. The Tenderer is responsible for the compliance of the translation of the documents with the original. 7. The Tender documents must be clearly legible, without corrections, to avoid any doubt or misunderstanding as to the words and figures and without insertions, erasures or mathematical errors. In the event of any inconsistency between the numerical value designations in words and numbers, the word designation shall prevail. 8. If, in the opinion of the Tenderer, any information included or any of the components of the Tender is considered to be a commercial secret, the Tenderer shall indicate it in the Tender. Information, which is generally available in accordance with regulatory enactments, including information included in the Procurement Regulations, may not be recognized as a commercial secret. 9. The Tenderer may modify or withdraw his Tender prior to the deadline for the submission of tenders. Any amendments to the Tender or notices of withdrawal received after the deadline for the submission of tenders or any extension thereof will not be taken into account. The Tender’s modification or withdrawal notice shall be prepared and submitted in the same way as the Tender marked respectively as "Tender Amendment" or "Tender Withdrawal". 10. The Tenderer must submit the Tender and the documents attached to it by the date specified on Conexus’ website (<https://conexus.lv/procurements>) under the section of this Negotiated procedure, by sending it to the following e-mails: [aleksandrs.teresevs@conexus.lv](mailto:aleksandrs.teresevs@conexus.lv) and [iepirkumi@conexus.lv](mailto:iepirkumi@conexus.lv). 11. To give Tenderers reasonable time in which to take an amendment of the Regulations into account in preparing their tenders, the Customer may, at its discretion, extend the deadline for the submission of tenders. 12. The name and identification number of the procurement and the tag "Tender" must be indicated in the subject of the shipment (Subject). 13. The Tenderer must submit a valid electronic key and password for opening the encrypted document no earlier than 15 minutes before and no later than 5 minutes after the end of the deadline for submission of Tenders. | | |
| 1. The risk of non-delivery or non-delivery of the Tender on time is assumed by the Tenderer. 2. Tender documents, including tender corrections, additions and/or withdrawals, are opened by the Procurement Commission after the deadline for submission of tenders specified in the Regulations. 3. Tenderers’ representatives do not participate in opening meeting or further evaluation process of the Tenders. The Public Service Provider will evaluate the initial and further tenders in closed meetings. | | |
| Content of the Tender | | |
| 1. The Tenderer must include the following documents in the Tender: | | |
| 1. Application letter that is drawn up and filled out in accordance with the form attached in the [Annex No. 1,](#_Annex_1:_Application) signed by the representative with the right to sign of the entity or its authorized representative. If the application letter is signed by authorized person, the document attesting the respective person's authorization to sign the application shall be attached; | | |
| 1. information about the Tenderer in accordance with Annex No.2; | | |
| 1. if the Tenderer is registered or its permanent place of residence is outside Latvia – submit the copies of registration documents issued by the competent authority of the Tenderer's country of registration; | | |
| 1. Tenderer selection documents in accordance with Clause 9 of the Regulations. 2. Contract or an Agreement, a protocol regarding cooperation - if the Tender is submitted by a supplier association or a partnership. 3. In the case of sub-contracting: 4. In the event of engagement of subcontractors, the Tenderer shall indicate all such subcontractors and the parts of the Contract, types of work entrusted to them in percent. 5. In addition to the proposal documents, the Tenderer shall also attach statements signed by the engaged subcontractors containing their Contract and commitment to fulfil their share of the Contract. 6. Technical Tender: 7. The Technical tender shall be drawn up in accordance with the Technical Specification and Technical Tender form. 8. The Tenderer must prepare and submit the Tender in such a way that it contains all the information necessary for the evaluation process in accordance with the provisions of the Terms of References. 9. The Tenderer is entitled to include in the technical Tender any other documents and information that the Tenderer deems necessary to indicate. 10. Financial Tender: 11. The financial Tender shall be drawn up by the Tenderer and submitted in accordance with the form in Annex No. 4 to the Regulations. 12. The Tenderer shall include in the Tender all costs related to the performance of the Contract, including all fees, taxes (except for value added tax (VAT)) that the Tenderer may incur in connection with the timely and high-quality performance of the Contract. Taxes and duties shall be included in the price of Tender in accordance with the following procedure:   1) All taxes and duties payable in Latvia and abroad with regard to the performance of the Contract shall be included in the price of the Tender, except for the 21% VAT of the Republic of Latvia, except in the event of Sub-clauses b) 2);  2) If the Tenderer is not a company registered in the Latvia or the other EU country, but intends to invite a company registered in Latvia or other EU country as subcontractor, all taxes and duties payable in Latvia and abroad with regard to the performance of the Contract shall be included in the price of the Tender, including the 21% VAT of the Republic of Latvia, which will be payable to the subcontractor.   1. In the financial offer, prices / amounts must be indicated in EUR without VAT. The total amount of positions and the total amount of the contract must be calculated and indicated to the nearest 2 (two) decimal places. 2. The prices quoted by the Tenderer shall be fixed for the entire Contract execution term and they may not be subject to any subsequent recalculations, except as provided for in the Regulations and/or Contract. 3. Items (rows) and their number may be added to the financial offer form, but the already indicated / defined columns may not be deleted. 4. The Customer may request the Tenderer to submit a more detailed mechanism for the formation of the price / total amount of the Contract. 5. The Tenderer shall indicate in the financial offer whether it requires an advance payment, as well as the amount of the advance payment a percentage of the total offered contract price. The amount of the advance cannot exceed 30% (thirty percent) of the total contract price or EUR 25,000, depending on which of the payments is smaller. 6. In case the Tenderer is a merchant registered abroad, then the Tender must additionally indicate whether: 7. the Tenderer is considered / not considered as a related company with the Public Service Provider according of the Law "On Corporate Income Tax"; 8. The Tenderer is / is not registered in the country with which the Convention for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion (hereinafter - the Tax Convention) has been concluded for the Republic of Latvia. 9. In case the winner of the Procurement is recognized: 10. in low-tax or tax-free countries or territories registered merchant or foreign operators, which is a related company with the Public Service Provider according of the Law “On Corporate Income Tax”, before the Contract is concluded successful the Tenderer shall be obliged to submit information on the transfer price basis and a justification of the transaction (price) correlation to the market price (value). 11. is not European Union Member State Resident, and it is prescribed to involve into fulfilment of the Tender the European Union Member State Resident (including Resident of the Republic of Latvia) as a subcontractor, the Contract will include a Clause, that the subcontractor draws up the invoice for the subcontractor provided Services to the Public Service Provider.  Procedure for opening and evaluating of TendersThe submitted Tenders will be opened after expiring of the term for submission thereof.  * 1. The Tenderer must submit a valid electronic key and password for opening the encrypted document no earlier than 15 minutes before and no later than 5 minutes after the end of the deadline for submission of Tenders.   2. Tenderers’ representatives do not participate in further evaluation process of the Tenders. The Public Service Provider will evaluate the initial and further tenders in closed meetings.   3. The Commission has the right to reject any Tenderer / Tender at any time if the Customer has received appropriate conclusions / guidance / recommendations from the national security authorities.   4. The Public Service Provider shall be entitled to verify the information provided by the Tenderer with competent authorities and in publicly available databases or other publicly available sources, including with previous customers.   5. If the Public Service Provider finds that information or a document contained in the tender is unclear or incomplete, it requests the Tenderer or a competent authority to clarify or supplement the above referred information or document or to submit a missing document. If the Public Service Provider has requested to clarify or to supplement the information contained in the tender or submitted by the Tenderer in compliance with this Clause and the Tenderer has not done this in compliance with the requirements defined by the Public Service Provider, the Public Service Provider evaluates the tender based on the information it has.  13. Examination of the drawing up and validity period of the submitted Tenders **13.1.** The Commission will check the design and validity period of the Tenders. In case of design deficiencies, the Commission shall assess their materiality and decide on further examination of the Tender, observing the principle of proportionality. The Commission is entitled to reject the Tender if it finds that:   1. The Tender has not been signed as required in Regulations; 2. The Tender has such arrangement non-compliances that have a significant effect on the assessment of the Tender; 3. Not all documents referred to in Section 11 have been submitted; 4. The Tenderer has submitted several variants of the Tender in breach of Regulation; 5. The validity period of the Tender is shorter than specified in the Regulations; 6. In other cases mentioned in the Regulations and / or regulatory enactments.  14. Verification of Tenderer selection requirements **14.1.** The Commission will assess the compliance of the Tenderer's with Section 9 herein.  **14.2.** The Tenderer will be excluded from the participation in the Procurement, if it complies with any of the exclusion conditions referred to in Clause 9.1 herein.  **14.3.** The Commission will perform the examination of the exclusion conditions only for the Tenderer who, in accordance with the Regulations, should be awarded the contract.  **14.4.** The Tenderer's Tender may be rejected if the Tenderer does not comply with any of the qualification requirements provided for in Clause 9.2 herein.  **15.** **Evaluation of the Technical Tenders**  **15.1.** The Commission will assess the compliance of the Tenderer's technical Tender with the requirements set out in Sub-clause 11.1.7. of the Terms of Reference and the Technical Specification.  **15.2.** The Tenderer’s Tender may be rejected if the Commission finds that the documents of the technical Tender have not been submitted or such documents or their content do not comply with the requirements of the Terms of Reference and/or the Technical Specification.  **16.** **Evaluation of the Financial Tenders**  **16.1.** The Tenderer’s Tender may be rejected if the Commission finds that the documents of the Financial Tender have not been submitted or such documents or their content do not comply with the requirements of the Regulations.  **16.2.** The Commission will check for arithmetic errors in the Tenderers’ Tenders. If any arithmetic errors are found, the Commission will correct them. In case of error correction, the Commission will notify the Tenderer whose errors have been corrected, also informing the Tenderer about the corrected amount.  **16.3.** If an arithmetical error in the calculation of taxes has been founded in the financial Tender, the Commission shall correct it in accordance with the tax calculation procedure specified in regulatory enactments.  **16.4.** The Commission will correct arithmetical errors as follows:  a) if the total price of the cost item will differ from the unit price multiplied with the quantity of units, the total price of the cost item will be corrected;  b) if the total price will differ from the sum of cost items, the total price will be corrected.  **16.5.** In case of any inconsistency between the numerical value designations in words and numbers, the word designation shall prevail, except where the numerical estimate is calculable and correct and there is an obvious print error in the word designation.  **16.6.** In assessment of the financial Tender with arithmetical errors, the Commission will take into account the corrections.  **16.7.** An unreasonably cheap Tender:  a) The Commission will check if the Tenderer has not quoted an unreasonably low price. If the Commission finds a Tender to be unreasonably cheap, it will request the Tenderer in writing to explain in detail the relevant conditions for the implementation of the Tender.  b) The Commission, in consultation with the Tenderer will evaluate the explanations provided. The Commission has the right to require that the Tenderer provides a printout from the State Revenue Service's electronic declaration system on the average hourly rates of occupational groups of the Tenderer and the subcontractors specified in its Tender, if the State Revenue Service collects such data.  c) The Commission, in consultation with the Tenderer will evaluate the explanations provided. The Commission has the right to require that the Tenderer provides a printout from the State Revenue Service's electronic declaration system on the average hourly rates of occupational groups of the Tenderer and the subcontractors specified in its Tender, if the State Revenue Service collects such data.  **17.** **Negotiations with Tenderers**  17.1. If necessary, negotiations may be held, including with each Tenderer separately, after the Tender examination or during the Tender examination, if:  a) The Commission needs clarifications of the Tenders;  b) it is necessary to discuss/agree on possible changes in the Procurement subject, technical specification, essential conditions of the contract, for example: terms of performance, scope of the Procurement subject, technical regulations and requirements, etc.;  c) Tender improvements are required.  17.2. The Commission may negotiate with each Tenderer on the initial and all subsequent Tenders.  17.3. The negotiations can take place in person, online (using MS Teams platform) or in writing. If the Customer deems it necessary, then face-to-face, online conversations may be recorded and / or an audiovisual recording may be made (at the Customer's option).  17.4. As a result of the negotiations, the Tenderer (s) may be given the opportunity to specify / improve their Tender.  17.5. The corrected Tender may not contain the corrections which are not directly asked. The disregard of this condition may be the reason for the rejection of the Tender.  17.6. The Commission shall inform in writing all Tenderers whose Tenders have not been excluded in accordance with the selection requirements of any changes in the technical specifications or other documents of the procurement procedure. The Procurement Commission shall ensure that the Tenderers have sufficient time to change and resubmit the amended / improved Tenders.  17.7. The Commission may decide not to negotiate and award the contract on the basis of the initial Tenders.  17.8. The Customer is entitled to reject the Tenderer if The Tenderer during the procedure will modify the tender without a Customer's invitation.  17.9. The compliance of the technical and financial tenders will be assessed, taking into account, inter alia:  a) explanations, clarifications, amendments, improvements to tenders;  b) changes made to the technical specification and/or other procurement documents during the negotiated procedure.  **18.** **Determination of the most economically advantageous Tender**  18.1. The selection criterion is the most economically advantageous Tender, which will be determined considering only the offered contract price (the total amount of the Contract).  18.2. If only one Tender complies with the requirements of the Regulations, the Commission shall not calculate the most economically advantageous tender and shall recognize this Tender as the most economically advantageous.  18.3. The Commission awards the Contract to the Tenderer whose Tender is considered to comply with all the requirements of the Regulations and is the most economically advantageous, i.e. has obtained the largest total amount of evaluation points in accordance with the evaluation criteria.  **19.** **Making a decision, Signing of the Contract**  19.1. After the assessment of the Tenders, the Commission will pass one of the following decisions:  a) To award the contract to the Tenderer who has submitted the most economically advantageous Tender compliant with the requirements of the Procurement Regulations;  b) To terminate the Procurement, if:  1) No Tenders have been submitted;  2) Tenderers do not comply with the selection requirements;  3) Tenders non-compliant with the Procurement Regulations have been submitted;  4) Tenders exceed the contract price specified in the Procurement Regulations (if specified);  5) Tenders are recognised as unreasonably cheap.  c) To interrupt the Procurement, if:  1) Only one Tenderer has submitted a Tender and the Commission finds that the qualification requirements are not objective and proportionate. If the qualification requirements set out in the Procurement Regulations are objective and proportionate, the Commission shall decide whether the only Tender is appropriate to the needs of the Customer and economically advantageous, and whether it is possible to enter into a Contract with the sole Tenderer;  2) The next Tenderer who has offered the most economically advantageous Tender, is to be regarded as one market participant together with the initially selected Tenderer who has been awarded the procurement contract;  3) There is an objective justification.  19.2. In case of termination or interruption of the Procurement, the Customer does not assume any obligations towards the Tenderers.  19.3. In order to ensure evaluation, benchmarking and examination of all Tenders, the Procurement Commission is authorized to request for any clarifications and more accurate definitions to be provided by Tenderers on submitted documents in due time.  19.4. The Commission will inform the Tenderers of the results of the Procurement within 5 (five) working days following the date when the Customer has endorsed the Procurement results.  **Signing of the Contract:**  19.5. The Customer shall invite the successful Tenderer to the Contract negotiations. If the Tenderer to whom the right to sign the Contract has been granted refuses to sign the contract with the Public Service Provider, the Public Service Provider is entitled to decide to grant the right to sign the contract to the next Tenderer who has submitted the most economically advantageous tender or to terminate the procurement procedure without selecting any tender. If the decision to grant the right to sign the contract to the next Tenderer who has submitted the most economically advantageous Tender Offer and it refuses to sign the procurement contract, the Public Service Provider may adopt the decision to terminate the procurement procedure without selecting any tender.  19.6. Prior to adopting a resolution on granting the right of signing the procurement contract to the next Tenderer who has submitted the most economically advantageous Tender, the Public Service Provider will evaluate whether this should not be considered as a single market participant jointly with the initially selected Tenderer who refused to sign the procurement contract with the Public Service Provider. If this is necessary, the Public Service Provider may request the next Tenderer to provide an attestation and, as required, evidence that it should not be considered a single market participant jointly with the initially selected Tenderer. If the next Tenderer should be considered a single market participant jointly with the initially selected Tenderer, the procurement procedure will be terminated without selecting any of the tenders.  19.7. The Tenderer who has been awarded the Contract shall sign the Contract within 30 days counting from the date of dispatch of the invitation (electronically to the e-mail of the Tenderer's contact person specified in the Tender or to the Tenderer's legal or declared place of residence by postal service). If the successful Tenderer does not sign the Contract within the specified term, it shall be considered as a refusal to conclude the Contract.  19.8. If the Tender is submitted by only one Tenderer, who has also been recognized as the winner of the Procurement and is a recognized low-tax or tax-free countries or territories registered merchant or foreign operators, which is a related company with the Customer according of the Law “On Corporate Income Tax”, before the Contract is concluded successful Tenderer shall be obliged to submit information on the transfer price basis and a justification of the transaction (price) correlation to the market price (value).  19.9. If a Tenderer (a merchant or foreign operator) has been recognized as the winner of the Procurement, developing a permanent representation office for the purpose of Tax Convention or the Law "On taxes and duties", the successful Tenderer shall be obliged to submit all the necessary supporting acknowledgements requested by the Customer associated with the permanent representation.  19.10. If a merchant or foreign operators recognized as the winner of the Procurement is not European Union Member State Resident, and it is prescribed to involve into fulfilment of the Tender the European Union Member State Resident (including Resident of the Republic of Latvia) as a subcontractor, the Contract will include a Clause, that the subcontractor draws up the invoice for the subcontractor dispatched Goods to the Customer.  19.11. If the Tender is submitted by an association of suppliers that is not registered at the Commercial Register or an equivalent foreign register, in case it is awarded the Contract it shall before signing the Contract at its own choice either register a partnership at the Commercial Register of the Register of Enterprises or an equivalent foreign register or to conclude a partnership Contract agreeing on the scope of responsibility of the members of the association of suppliers, as well as on the fact that the members of the association of suppliers are jointly and severally liable towards the Customer (hereinafter - the partnership Contract).  19.12. If the association of suppliers that has submitted the Tender and has been awarded the Contract chooses to establish a general partnership, it shall within 20 (twenty) calendar days following the day of the adoption of the decision on awarding the Contract submit to the Customer references issued by the Commercial Register of the Register of Enterprises or a certified copy issued by the respective foreign institution or another document certifying the Tenderer’s legal capacity and capability, as well as a document certifying the VAT payer’s status of the Tenderer.  19.13. If the association of suppliers that has submitted the Tender and has been awarded the Contract chooses to enter into a partnership Contract, it shall within 20 (twenty) calendar days following the day of the adoption of the decision on awarding the Contract agree on the distribution of responsibility of the members of the association of suppliers, in line with the distribution of responsibility specified in the Tender, as well as on joint and several liability towards the Customer, and submit to the Customer a certified copy of the partnership Contract, and if necessary, the power of attorney of the representative of the partnership.  19.14. If the documents referred to in Clause 19.12. or 19.13. herein are not submitted to the Customer by the deadline specified therein, it will be considered that the Tenderer (the association of suppliers) has refused to sign the Contract.  19.15. The Customer reserves the rights at the time of signing of the supply contract to increase or decrease the procurement amount without change of unit prices.  **20.** **Confidentiality**  20.1. If the Tenderer has included information the disclosure of which could harm its business interests and which the Tenderer considers its trade secret in its tender the Tenderer should clearly state this in the tender. The information the disclosure of which is mandatory for the Public Service Provider in compliance with requirements of regulatory enactments or the Regulations may not be classified as a trade secret. Information which is generally available in accordance with regulatory enactments may not be recognized as a commercial secret.  20.2. No communication between the Tenderer on the one hand and the Customer or the Commission on the other hand shall take place during the Tenders assessment period, except in cases provided for in the Regulations.  20.3. During the time period from submission of the Tenders until the moment of opening thereof the Customer will not provide information on the existence of other Tenders. During the period of assessment of the Tenders until the announcement of the results, the Customer will not provide information on the assessment procedure.  **21.** **Processing of personal data**  21.1. Conexus Baltic Grid AS, reg. No. 40203041605, shall be the Controller of the personal data of natural persons submitted by the Tenderer within the negotiated procedure.  21.2. Being the personal data controller for the persons involved in the negotiated procedure and the fulfilment of the procurement contract on its behalf, as well as the persons indicated in the tender (incl. subcontractors and previous commissioning authorities’ contact persons) the Tenderer is responsible for providing the legal basis for the processing of personal data. Baltic Conexus Grid AS (hereinafter – the Controller) carries out the processing of the personal data submitted by the Tenderer to fulfil the Controller's legal obligations and pursue the Controller 's legitimate interests.  21.3. The Controller shall keep the personal data of the natural persons specified in the Tender submitted by the Tenderer for a period of at least 3 (three) year from the adoption of the decision regarding the Negotiations, except for the personal data of the natural persons which are specified in the Tender submitted by the winning Tenderer and which become an integral part of the signed Procurement Contract. The Tender submitted by the winning Tenderer shall be kept together with the Procurement Contract for the entire validity of the Procurement Contract, as well as during the retention period of the Procurement Contract, which shall not exceed the maximum temporary retention period of documents set forth in the Archives Law.  **22.** **Rights and obligations of the procurement Commission, rights and obligations of the Tenderer**  Rights of the Commission:  22.1. to make amendments to the Competition Regulations;  22.2. if the information submitted in the documents is unclear or incomplete, the Public Service Provider is entitled to request that the Tenderer or a competent institution explain or supplement the said information or submit the missing document, ensuring equal treatment of all Tenderers;  22.3. to make a written request to the Tenderer to specify the Tender / submitted information and to provide detailed explanations;  22.4. to invite the Tenderer to an explanatory meeting (online; in person - if possible) to clarify / explain the details of the Tender;  22.5. to carry out selection requirement and tender compliance verification only for the Tenderer, who should be awarded the procurement contract;  22.6. to reject the Tenderer's Tender if the Tenderer has provided false or misleading information in its Tender or has not provided the requested information at all;  22.7. to reject the Tenderer's Tender if the Tenderer has not provided answers / explanations to the Commission's requests;  22.8. To accept or decline any Tender, to discontinue the Tender procedure and to decline all the Tenders at any time prior to awarding of the procurement contract if it has a valid reason for that and it does not contradict laws and regulations of the Republic of Latvia, without reimbursing any costs related to the preparation of the Tender and participation in the Tender incurred by the Tenderers;  22.9. To invite experts to work in the Commission in advisory capacity;  22.10. To carry out other activities in accordance with the laws and regulations and the Regulations.  Obligations of the Commission:  22.11. To consider Tenders submitted by the deadline for the submission of Tenders provided for herein;  22.12. To pass a decision on the Tender procedure or results.  Rights and obligations of the Tenderer:  22.13. The Tenderer is eligible to make a timely written request to the Commission for additional information regarding the Regulations.  22.14. The Tenderer has an obligation by the deadline as specified by the Commission to provide in writing answers and explanations regarding the Tender to the questions asked by the Commission.  22.15. If the Customer obtains the necessary information about the Tenderer directly from the competent institution, publicly available databases or from other publicly available sources, the Tenderer is entitled to submit a statement or other document on the specific fact, if the information obtained by the Customer does not correspond to the actual situation.  **ANNEXES**  The following annexes are attached to the Regulations forming integral parts thereof:  Annex 1 – Application Letter;  Annex 2 – Information about the Tenderer;  Annex 3 – Technical specification/Technical Tender (form);  Annex 4 – Financial Tender (Form).  Chairman of the Procurement Commission  A. Tereševs | | |

**Annex No. 1**

**letter OF APPLICATION (FORM)**

**"Wells diagnostics and safe operation time certification in 2024"**

(ID No. PRO-2024/026)

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

(Tenderer’s name)

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

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

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

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

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

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

.

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

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

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

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

1. our participation in the negotiated procedure "Wells diagnostics and safe operation time certification in 2024" (ID No. PRO-2024/026);
2. the validity term of the Tender is 3 (three) months from the Tender submission deadline set in the Regulations;
3. we have the necessary professional, technical and organisational capabilities, personnel, financial resources, equipment and other physical infrastructure and resources necessary for execution of the potential contract;
4. all information and documents of the Tender submitted are complete and true;
5. we have read all the documents of the Regulations of the Negotiated Procedure. We fully understand the conditions and requirements of the Negotiated Procedure;
6. by a prosecutor's penal prescription or court judgement which has entered into force and has become indisputable and non-appealable (within three years until the day of submission of the tender), we as a Tenderer or the person, who is our member of the board or member of the council, representative or proctor, or the person, who is authorized to represent the Tenderer in the actions, which are related to its branch, have not been found guilty of and have not been subject to a coercive measure for any of the following criminal offences:
7. establishment, management of, involvement in a criminal organisation or an organised group or other criminal formation being part of it or participation in criminal offences committed by such an organisation,
8. bribetaking, bribing, misappropriation of bribe, mediation in bribery, unlawful participation in property transactions, illicit acceptance of benefits, commercial bribery, unlawful requesting, accepting, or giving a benefit, trading in influence,
9. fraud, embezzlement, or money laundering,
10. terrorism, terrorist financing, formation, or organisation a terrorist group, travelling for terrorism purposes, justification of terrorism, incitement to terrorism, terror threats or recruitment or training or persons to carry out acts of terrorism,
11. human trafficking,
12. evasion of taxes or payments equal to taxes.
13. we as a company have not been declared insolvent, our business operations have not been suspended or terminated and we are not undergoing liquidation;
14. in the last day of the Tender submission deadline hawse as a Tenderer have no tax debts, including mandatory state social insurance contribution debts, in Latvia or the country of our registration or permanent residence, exceeding EUR 150 in total in each country;
15. by a decision of a competent authority or a court judgement which has entered into force and has become indisputable and non-appealable (within 12 months until the day of submission of the tender), we as a Tenderer have not been found guilty of the violation of the competition law consisting in a horizontal cartel agreement unless the competent authority has secured our immunity from the fine or has reduced the amount of the fine for cooperation within the framework of a leniency programme when discovering the violation of the competition law;
16. by a decision of a competent authority, a prosecutor's penal prescription or a court judgement which has entered into force and has become indisputable and non-appealable (a) within 3 years until the day of submission of the Tender; (b) within 12 months until the day of submission of the Tender, we as a Tenderer have not been found guilty of an offence manifesting as:
    1. employment of one or more persons not holding the required permit or rights to reside in a European Union Member State,
    2. employment of a person without a written labour contract, failure to submit within the statutory term the informative statement on this person required to be submitted on employees commencing their employment;
17. 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;
18. in line with the information available to us the person, who prepared procurement documentation (the public service provider's official or employee), a member of the procurement commission or an expert is not related to us and is not interested in the selection of any particular Tenderer / Tenderer;
19. we don't have any advantages restricting competition in the procurement procedure and we or a legal person related to us has not been involved in preparation of the procurement procedure;
20. that if <Tenderer's name> employs European Union citizens and / or third-country nationals, it will comply with the laws and regulations governing the sector and the principles and obligations contained therein with a high level of responsibility;
21. that no international or national sanctions or major sanctions (including sanctions for proliferation financing) by a member state of the European Union or NATO affecting the interests of the financial and capital market that have an impact on the performance of the Contract under this procurement have been imposed against us as the Tenderer, or member of our board or council, beneficial owner, a person having the right of representation or proctor, or a person who is authorized to represent the Tenderer in activities related to a branch, or member of a partnership, or member of the board or council, its beneficial owner, a person having the right of representation or proctor, if the Tenderer is a partnership.
22. Information in Clauses \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the Tender is deemed to be the Tenderer's trade secret.
23. We certify that we are familiar with 29.11.2021. procurement policy no. INA-POL-024 of joint stock company "Conexus Baltic Grid" and the ethical principles of suppliers contained therein (<https://www.conexus.lv/basic-principles-suppliers-ethics>).
24. Information on whether the Tenderer is/is not considered a company related to the joint stock company "Conexus Baltic Grid" in the sense of the Law "On Corporate Income Tax" (if necessary):\_\_\_\_\_\_.
25. Information on whether the Tenderer is/is not registered in the country with which the Republic of Latvia has concluded the Convention on the prevention of double taxation and tax evasion (if necessary):\_\_\_\_\_\_\_\_\_\_\_\_.
26. We certify that we have / do not have (the applicant underlines the relevant) a valid certificate issued in accordance with the standard ISO 45001: 2018 “Occupational health and safety management systems. Requirements with guidance for use. instructions for use ” or equivalent.
27. We certify that we have / do not have (the applicant underlines the relevant) a valid certificate of compliance with environmental management standards or environmental management systems that comply with European or international environmental management system standards and have been approved by bodies accredited in accordance with regulatory enactments.
28. The Tenderer meets the following entrepreneur status (**mark as appropriate**):

* Small enterprise (an enterprise which employs fewer than 50 persons and which have an annual turnover and/or annual balance in total not exceeding EUR 10 million);
* Medium enterprise (an enterprise which is not a small business, and which employs fewer than 250 persons and which have an annual turnover not exceeding EUR 50 million, and/or annual balance in total not exceeding EUR 43 million);
* Large enterprise.

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

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

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

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

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

**Annex No. 2**

## **INFORMATION ABOUT THE TENDERER**

## **(FORMS)**

# 

**I Information about the Company**

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

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

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

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

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

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

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

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

\* - all fields are mandatory;

\*\* - the Commission has the right to contact the designated contact person for feedback or additional information.

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

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

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

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

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

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

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

\* - the Procurement Committee has the right to contact the designated contact person for feedback or additional information.

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

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

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

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

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

**V. INFORMATION ON SUBCONTRACTORS (FORM)**

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

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

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

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

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

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

**VI. STATEMENT OF THE SUBCONTRACTOR OR**

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

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

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

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

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

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

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

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

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

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

**Annex No. 3**

**TECHNICAL SPECIFICATION / TECHNICAL TENDER FORM**

**for the technical condition diagnostics and industrial safety expertise works and recertification of**

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

**GENERAL REQUIREMENTS**

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

|  |  |
| --- | --- |
| **CUSTOMER REQUIREMENTS** | **TENDERER’S OFFER** |
| |  |  |  | | --- | --- | --- | | **TEHNISKAIS UZDEVUMS** | **TECHNICAL TASK** | | | **Akciju sabiedrības „Conexus Baltic Grid” Inčukalna pazemes gāzes krātuves urbumu tehniskā stāvokļa diagnostika un rūpnieciskās drošības ekspertīze 2024. gadā** | **For technical condition diagnostics and industrial safety expertise works and recertification of JSC “Conexus Baltic Grid” Incukalns UGS wells**  **in 2024.** | | | 1. **Darbu mērķis:** | **1. Target of the works:** | | | Kopā 27 urbumu un urbumu atveres aprīkojuma atlikušā drošas ekspluatācijas laika noteikšana un periodiskā atestācija: 21 ekspluatācijas urbumam, 4 novērošanas urbumiem, 2, pamatojoties uz sekojošiem darbiem: | To determine the technical condition, integrity and remaining safe operational lifetime, scheduling the next residual lifetime diagnostic works of 27 wells and wellhead equipment (periodic certification of 21 production wells, 4 observation wells, 2 geophysical wells) based on the following works: | | | - Urbumu atveres aprīkojuma (elementu metāla biezuma un cietības mērījumi, korozijas ietekmes izvērtējums, vizuālā pārbaude) un cauruļvadu apsaites (no darba aizbīdņa Nr.3 līdz šleifa aizbīdnim Nr.8) tehniskā diagnostika atbilstoši nozares ISO, Latvijas un Eiropas/Internacionālajiem standartiem; | - The technical diagnostics (elements metal thickness, hardness measurements, corrosion impact evaluation, visual inspection, ) of wellhead equipment (Christmas tree, casing head) and piping (from Working valve No.3 up to the pipeline valve No.8) according to the corresponding ISO, Latvian and European/International standards. | | | - Starpkolonnu un aizcauruļu telpas (urbumiem, kuri aprīkoti ar pakeriem) stāvokļa novērtēšana balstoties uz ģeofizikālo pētījumu un urbumu aizcauruļu/starpkolonnu telpu dinamiskajiem mērījumu rezultātiem.  - Noteikt un analizēt urbumos uzstādīto barjerelementu noturību, tehnisko stāvokli un iespējamo kritiskumu, nosakot iespējamos degradāciju ietekmējošos faktorus.  - Aprēķināt pieļaujamo urbumu starpkolonnu un aizcaruļu telpu spiedienu, atkarībā no to tehniskās uzbūves.  - Sniegt rekomendācijas un sagatavot nepieciešamo uzlabošanas darbu kopumu individuāli katram urbumam. | - Assess the technical condition of the inter-column and casing space (for wells equipped with packers) based on the results of geophysical surveys and pressure bleed off build up measurements.  - Estimate and analyse the wells installed working barrier elements resistances and future criticalities, determining the possible degradation factors.  - Calculate the maximum allowable pressures for each annulus of the wells, according to their technical construction.  - Formulate the specific recommendations and necessary remedial actions for each well separately. | | | Darbs tiek veikts saskaņā ar Latvijas Republikas valsts standartu LVS 364:2020 „Dabasgāzes krātuves ūdensnesējslāņos un pārvades sistēmas ekspluatācija, tehniskā apkope un remonts” un sekojošiem nozares standartiem: | The works are executed in accordance with the state standard of the Republic of Latvia LVS 364:2020 “Operation, maintenance and repair of natural gas storage in aquifers and transmission pipeline system” and the following industry standards: | | | LVS NS GS-08:2009 Pazemes gāzes krātuves urbumu ar starpkolonnu spiedieniem ekspluatācijas nosacījumi; | LVS NS GS-08:2009 “Operating conditions for underground gas storage wells with inter-column pressures”; | | | LVS 1067 Pazemes gāzes krātuves sistēmas ekspluatācijas drošības noteikumi; | LS 1067 “Safety Rules for the Operation of the Underground Gas Storage System”; | | | LV NS GS-20:2011 Urbumu diagnostika; | LV NS GS-20:2011 “Well diagnostics”; | | | LVS NS GS-21:2011 Pazemes gāzes krātuves. Fontāna armatūra un urbumu atveres aprīkojums. Tehniskas diagnostikas veikšana; | LVS NS GS-21:2011 “Underground gas storage facilities. Wellhead and Christmas Tree Equipment and Fittings. Carrying out technical diagnostics”; | | | LVS EN 12732:2011 Gāzapgādes sistēmas. Tērauda cauruļvadu metināšana. Funkcionālās prasības; | LVS EN 12732:2011 “Gas supply systems – Welding steel pipework – Functional requirements”; | | | LVS EN ISO 10432 Naftas un dabasgāzes rūpniecība. Atradņu urbuma iekārtas. Apakšzemes drošības vārstu aprīkojums; | LVS EN ISO 10432 “Petroleum and natural gas industries — Downhole equipment — Subsurface safety valve equipment”; | | | LVS EN 1918:1 Gāzes apgādes sistēmas – pazemes gāzes krātuve – 1.daļa: Darbības ieteikumi gāzes uzglabāšanai ūdens nesējslāņos; | LVS EN 1918:1 “Gas infrastructure - Underground gas storage - Part 1: Functional recommendations for storage in aquifers”; | | | LVS EN 1918:5 Gāzes apgādes sistēmas. Pazemes gāzes krātuve – 5.daļa: Darbības ieteikumi virszemes ierīcēm.  ISO 16530-1 “Naftas un dabasgāzes nozare – urbumu integritāte – 1. daļa: Urbumu dzīves cikls un pārraudzība”;  NORSOK D-010 “Urbumu integritāte ierīkošana un darbības ar urbumu”. | LVS EN 1918:5 “Gas infrastructure - Underground gas storage - Part 5: Functional recommendations for surface facilities”.  ISO 16530-1 “Petroleum and natural gas industries - Well integrity - Part 1: Life cycle governance”;  NORSOK D-010 “Well Integrity in Drilling and Well Operations”. | | | **2. Darbu saturs un apjoms:** | **2. Composition and scope of works:** | | | 2.1. Tehniskās dokumentācijas analīze: | 2.1. Review of Wells technical documentation: | | | 2.1.1. Urbuma lietas, fontānarmatūras (FA) un kolongalvas (KG) pases, FA un KG elementu darba rasējumu un ekspluatācijas dokumenti; | 2.1.1. Wells files, certificates of Christmas Tree Equipment (CT) and Wellhead (WH), operational documents, wellhead equipment schematics, working drawings of CT and WH elements, etc.; | | | 2.1.2. Atestējamo urbumu ģeofizikālo pētījumu rezultātu analīze un nepieciešamības gadījumā to reinterpretācija; | 2.1.2. Review the results of geophysical surveys of the certified wells and reinterpretation of them, if it is necessary; | | | 2.1.3. Urbumu apvalkcauruļu stiprības aprēķināšana, izmantojot ģeofizikālos datus (profilometrijas dati); | 2.1.3. Casing strength calculations using geophysical data (profilometric data); | | | 2.1.4. Pasūtītājs nodod Izpildītājam sekojošus datus (elektroniskā formātā): | 2.1.4. The customer shall provide the contractor with the following data (in electronic format): | | | * urbumu lietas; | * Well documentation; | | | * urbumu kapitālā remonta lietas; | * Well workover documentation; | | | * iepriekšējo gadu magnētisko impulsu defektoskopijas (MID) slēdzienus, gāzdinamiskās karotāžas, neitronu gamma karotāžas datus; | * Magnetic impulse defectoscopy data, gas dynamic and neutron gamma ray logging data format of previous years; | | | * urbuma urbšanas karotāžas datus; | * well drilling log data; | | | * gamma karotāžas (GK) un cauruļu uzmavu lokācijas datus; | * well neutron gamma logs and coupling location data; | | | * ģeoloģisko informāciju par Inčukalna PGK kolektorslāni un tā pārsegslāni. | * data on the geological cross-section and geological structure of the reservoir. | | | 2.2. Urbumu dokumentācijas pārbaude: | 2.2. Review of technical documentation: | | | 2.2.1. Urbuma atbilstība aktuālām normām un standartu prasībām: atbilstība projektam, celtniecības un ekspluatācijas atbilstība; | 2.2.1. Correspondence of wells with the current regulations and requirements: design, construction, maintenance and operation; | | | 2.2.2. Urbuma atveres cauruļvadu apsaites atbilstība projektam un normatīvām prasībām. | 2.2.2. Compliance of the wells casing with design and regulatory/standard requirements. | | | 2.3. Urbumu tehniskā stāvokļa diagnostika: | 2.3. Technical diagnostic of wells: | | | 2.3.1. urbumu atveres aprīkojuma elementu, fontānarmatūras (FA), cauruļvadu apsaites un apvalkcauruļu pieatveres intervāla sieniņu biezuma noteikšana; | 2.3.1. Determination of the material thickness of the wells surface equipment and elements, fittings, Christmas Tree Equipment (CT), production fittings (PF), wellhead pipework (WP) and wellhead section (WHS) elements; | | | 2.3.2. urbumu atveres aprīkojuma, cauruļvadu apsaites, apvalkcauruļu pieatveres intervāla, fontānarmatūras korpusa metāla, vītņu un atloku savienojumu, metinājuma šuvju vizuālā mērījumu kontrole; | 2.3.2. visual and dimensional inspection and control of wells surface equipment, piping, casing, christmas tree’s metal thickness, threads, flanged connections, and welds; | | | 2.3.3. urbumu starpkolonnu un aizcauruļu telpas gāzdinamiskie pētījumi. Starpkolonnu un aizcauruļu telpas plūsmu debita noteikšana un spiediena atjaunošanās līknes ierakstīšana, informāciju sniedz PASŪTĪTĀJS; | 2.3.3. Analysis of gas dynamic studies of inter-casing (ICS) and annular space (AS). Pressure recovery curve recordings, gas flow measurements at wells with inter-casing (ICS) and annulus (AS) pressure, the data shall be provided by the CUSTOMER; | | | 2.3.4. urbumu pretkorozijas atbilstības pārklājuma pārbaude un cauruļvadu apsaites atbilstoša slīpuma ģeodēziskie mērījumi; | 2.3.4. geodetic measurements of wells connecting pipings angles, inspection of wells casing isolation coating; | | | 2.3.5. citas, IZPILDĪTĀJA piedāvātās, urbuma konstrukciju negraujošās kontroles un izmēģinājumu metodes. | 2.3.5. other non-destructive testing and inspection methods of the wells offered by the CONTRACTOR in a prepared work plan agreed with the CUSTOMER. | | | 2.4. urbumu ekspluatācijas kolonnu korozijas pakāpes noteikšana un atlikušā droša ekspluatācijas laika aprēķināšana pamatojoties uz ģeofizikālo pētījumu datiem. | 2.4. Determination of the material wear degree and of corrosion impact of the wells tubing and production casing and calculation of the remaining safe operational time of the well based on the provided data. | | | 2.4.1. urbumos veikto ģeofizikālo pētījumu slēdzienu kamerālā izpēte un rezultātu interpretācija; | 2.4.1. Documental analysis and survey, interpretation of the results of provided wells data; | | | 2.4.2. urbumu apvalkcauruļu, sūkņu kompresoru cauruļu (SKC) un to uzmavu savienojumu hermētiskuma un nolietošanās pakāpes slēdzienu sagatavošana un iesniegšana. | 2.4.2. Provide conclusions on the degree of wear and tightness of tubing, couplings and well casing pipes. | | | 2.5. Urbumu atveres aprīkojuma un cauruļvadu apsaites nolietojuma pakāpes noteikšana un atlikušā ekspluatācijas resursa aprēķināšana. | 2.5. Determining the degree of wear and calculating the remaining residual lifespan/operational lifetime of the wellhead equipment, the casing, and surface connecting pipelines. | | | 2.6. Urbumos atklāto defektu un bojājumu analīze. | 2.6. Review and analysis of detected faults and defects. | | | 2.7. Pamatojoties uz iegūtajiem datiem, veikt urbumu atestāciju, norādot nākamās nepieciešamās atestācijas laiku, kā arī izsniegt konstatēto defektu un bojājumu novēršanas rekomendācijas pārskata formā. Urbums tiek atestēts ka vesels kopums, neizdalot atsevišķi urbuma virszemes un pazemes daļas atestācijas laiku. | 2.7. Based on the data obtained, certify the wells, indicating the time of the next required attestation/certification, and provide recommendations in a report for the prevention and elimination of the defects and found technical faults/derogations. The well shall be certified, and its residual lifespan shall be prolonged as for a whole element not dividing its surface and subsurface part. | | | 2.8. Kopējais urbumu tehniskā stāvokļa diagnostikas un rūpnieciskās drošības ekspertīzes darbu apjoms - 27 urbumi 2024. gadā. | 2.8. The total scope of work for technical condition diagnostics and industrial safety expertise of wells in year 2024 is 27 wells. | | | 2.9. Darbu apjoms katrā konkrētā gadā var mainīties, nemainot kopējo darba apjomu. | 2.9. The work scope may vary without changing the overall workload. | | | **3. Darbu izpildīšanas nosacījumi** | **3. Conditions for execution of the works** | | | 3.1. Pirms darbu sākuma IZPILDĪTĀJS tiek iepazīstināts ar urbumu konstrukcijām, darbu veikšanas apstākļiem un citu nepieciešamo tehnisko informāciju. | 3.1. Before starting work, the CONTRACTOR shall understand and review the design of the wells to be investigated, and the conditions of the work and other necessary technical information. | | | 3.2. Darbi, noteiktie Tehniskā uzdevuma punktā 2, pilnā apjomā tiek izpildīti Inčukalna pazemes gāzes krātuves teritorijā, Latvijas Republikā ar IZPILDĪTĀJA aprīkojumu. | 3.2. The works specified in Clause 2. of the TECHNICAL TASK shall be carried out in their full specified amount on the territory of Incukalns Underground Gas Storage in the Republic of Latvia by the CONTRACTOR's equipment. | | | 3.2.1. Ja IZPILDĪTĀJA personālam nav iespējams ierasties Tehniskā uzdevuma punktā 2.4.1. darbu veikšanas vietā, epidemioloģiskās situācijas radīto ierobežojumu dēļ, IZPILDĪTĀJS nosūta apdrošinātu aprīkojumu un darba veikšanas metodiku (darbu plānu un detalizētas instrukcijas). Darbus veic Inčukalna pazemes gāzes krātuves darbinieki. IZPILDĪTĀJS sniedz nepieciešamās konsultācijas darbu izpildes laikā. | 3.2.1. In case, if the CONTRACTOR's personnel are unable to arrive at the specified workplace due to the epidemiological situation or other *Force Majeure* restrictions, the CONTRACTOR shall send the insured equipment and methodology (work plan and detailed instructions) for work execution. The works shall be carried out by the staff of Incukalns UGS. The CONTRACTOR shall provide the necessary advice during the execution of the works. | | | 3.2.2. IZPILDĪTĀJA aprīkojumam ievedamam un nododamam PASŪTĪTĀJA personālam jābūt apdrošinātam no bojājumiem, kas var rasties PASŪTĪTĀJA personāla darbības rezultātā un citu iemeslu dēļ, saskaņā ar Konkursa nolikumu | 3.2.2. The CONTRACTOR's equipment to be brought and handed over by the CONTRACTOR to the CUSTOMER's personnel shall be insured against damage caused by the CUSTOMER's personnel and other conditions stipulated in the Tender Regulations. | | | 3.3. Nepieciešamo aprīkojumu un aparatūru no mītnes zemes līdz Darbu veikšanas vietai, un atpakaļ IZPILDĪTĀJS nogādā patstāvīgi. | 3.3. All necessary equipment and devices from the country of residence to the place of the Works and back shall be transported by the CONTRACTOR. | | | Īslaicīgi ievedamais Latvijas Republikā IZPILDĪTĀJA aprīkojums un aparatūra ir IZPILDĪTĀJA īpašums un pēc visu Līguma saistību izpildīšanas tiek atgriezts IZPILDĪTĀJA mītnes zemē. | The Equipment and devices temporarily imported into the Republic of Latvia by the CONTRACTOR shall be the property of the CONTRACTOR and shall be returned to the country of residence of the CONTRACTOR after the completion of all obligations under the Agreement. | | | 3.4. IZPILDĪTĀJS patstāvīgi izmanto aprīkojumu, īslaicīgi ievesto un sagatavoto saskaņā ar tehniskajām instrukcijām, darbu izpildīšanai Inčukalna PGK. | 3.4. The CONTRACTOR shall use the temporarily imported and prepared equipment in accordance with the technical instructions for carrying out work at Incukalns UGS. | | | 3.5. PASŪTĪTĀJS sagatavo nepieciešamās zemes, uguns un gazesbīstamo darbu atļaujas un nodrošina urbuma sagatavošanu diagnostikas un ģeofizikāliem darbiem. | 3.5. CUSTOMER prepares the necessary permits for earthworks, fire and gas works and prepares wells for diagnostic and geophysical works. | | | **4. Gaidāmie rezultāti:** | **4. Expected results:** | | 4.1. Izpildīto darbu rezultātā katram urbumam jānosaka urbuma atveres (virszemes aprīkojuma) un pazemes aprīkojuma tehniskais stāvoklis, aizcauruļu telpas un urbuma konstrukcijas elementu hermētiskums, Sagatavot informāciju par atklātajiem starpkolonnu pārplūžu intervāliem, ja tādi fiksēti. | 4.1. As a result of the work performed for each well, the technical condition of the wellhead and downhole equipment will be determined, the degree of tightness of well structure elements and wellbore space, and information will be provided on identified intervals of inter-casing gas flows. | | 4.2. Pamatojoties uz iegūtajiem datiem, būs aprēķināts urbuma aprīkojuma atlikušais drošas ekspluatācijas laiks, veikta urbumu un urbumu atveres aprīkojuma atestācija, uzrādot nākamās veicamās atestācijas laiku, kā arī izsniegtas konstatēto defektu un bojājumu novēršanas rekomendācijas pārskata formā. | 4.2. Based on the data obtained, the residual lifespan/safe operational time of wells and wellhead equipment will be calculated, wells and wellhead equipment will be certified with an indication of the period for the next certification, and recommendations will be given for elimination of defects and faults detected. | | **5. Darbu rezultātu iesniedzamā forma:** | **5. The work results presentation form:** | | 5.1. Darbu izpildes gaitā IZPILDĪTĀJS nodod PASŪTĪTĀJAM operatīvo informāciju par urbumu atveres un pazemes aprīkojuma tehnisko stāvokli pārskatāma veidā (word, excel formātā). | 5.1. During the execution of the works, the CONTRACTOR shall provide the CUSTOMER with operational information on the technical condition of the boreholes and underground equipment in a transparent form (word, excel format). | | 5.2. Pamatojoties uz darbu rezultātiem, IZPILDĪTĀJS iesniedz PASŪTĪTĀJAM: | 5.2. The CONTRACTOR shall submit the results of the work performed to the CUSTOMER: | | 5.2.1. Informatīvu pārskatu par Inčukalna PGK urbumu diagnostikas darbiem. Iegūtie rezultāti, īpaši veiktie mērījumi, tiek paskaidroti atbilstoši to veikšanai atbilstošajiem standartiem. Iegūtie mērījumi tiek analizēti un tiek sagatavotas atbilstošas rekomendācijas. | 5.2.1. Information report on the diagnostic work carried out on Incukalns UGS wells. The results, especially measurements, shall be explained and based on the according normative and standards. The provided measurements shall be analysed by the CONTRACTOR and justified recommendations shall be provided. | | 5.2.2. Inčukalna PGK urbumu rūpnieciskās drošības ekspertīzes (RDE) slēdzieni tiek iesniegti digitāli (word un pdf.). | 5.2.2. Industrial Safety Assessment (ISA) Reports for each well electronically (word and pdf.). | | 5.2.3. Inčukalna PGK urbumu rūpnieciskās drošības ekspertīzes un tehniskās diagnostikas gala pārskats digitāli (word un pdf.). | 5.2.3. Final Report on Industrial Safety Assessment (ISA) and Technical Diagnostics of Incukalns UGS Wells (word and pdf.). | | 5.3. RDE slēdzienam ir jāsatur:   * + urbumu drošas ekspluatācijas laiku, konstatēto bojājumu un defektu novēršanas rekomendācijas; | 5.3. The industrial safety assessment (ISA) report shall contain:   * the residual lifespan of the well and recommendations for remedying identified defects and failures; | | * urbumu cauruļvadu apsaites, kolongalvu, fontānarmatūru un pazemes aprīkojuma drošas ekspluatācijas laiku; | * Residual lifetime of Christmas Tree Equipment, wellheads, and pipeline bundles; | | * secinājumus par urbumu kapitālā remonta nepieciešamību un veikšanas secību atkarībā no urbuma stāvokļa. | * conclusions on the need for and sequence of well workovers depending on the condition of the well | | 5.4. RDE gala pārskatam ir jāsatur, rūpnieciskās drošības ekspertīzes un tehniskās diagnostikas galvenos rezultātus ar norādītiem atestācijas pagarināšanas termiņiem urbumiem. | 5.4. The final report of the industrial safety assessment shall contain the main results of the industrial safety assessment and the technical diagnostics, with the deadlines for the extension of the attestation for the wells indicated. | | **6. Atskaites forma:** | **6. Reporting form**: | | 6.1. Darbu veikšanas laikā, PASŪTĪTĀJAM tiek sniegta operatīvā informācija par katra urbumа aprīkojuma un atveres (virszemes aprīkojuma) tehnisko stāvokli. | 6.1. In the course of the work CUSTOMER is provided with up-to-date information on the technical condition of the wells, wellheads, and downhole equipment for each well. | | 6.2. Kalendārā gada beigās (bet ne vēlāk kā līdz 20. decembrim) IZPILDĪTĀJS iesniedz gada pārskatu par izpildītajiem diagnostikas darbiem Inčukalna pazemes gāzes krātuves urbumos, un katra urbuma rūpnieciskās drošības ekspertīzes slēdzienus. IZPILDĪTĀJS prezentē PASŪTĪTĀJAM urbumu diagnostikas un atestācijas darbu rezultātus. | 6.2. At the end of calendar year (but no later than December 20), the CONTRACTOR shall submit the final report and an industrial safety assessment report for each well. The CONTRACTOR shall present the results of the diagnostic works carried out on the Incukalns UGS wells. | | **7. Darbu izpildes termiņš:** | **7. Work timeline:** | | 2024. gada 20. decembris. | 20 December 2024. | | ***In addition, the Tenderer should provide such information:***   1. ***Tenderer's project / description of the proposed Works organization, methods, implementation process by stages.*** 2. ***List of main equipment with owned or leased mechanisms, special tools and other equipment necessary for the performance of the Works*** |

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

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

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

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

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

**Annex No. 4**

**Financial Tender (Form)**

<Tenderer's name> bids to perform within the Procurement “Wells diagnostics and safe operation time certification in 2024 (Technical condition diagnostics and industrial safety expertise works and recertification of JSC “Conexus Baltic Grid” Incukalns underground gas storage wells)”, ID No.PRO-2024/026, the works and services referred to in the technical specifications for the following costs

| **No.** | **Works / description** | **Unit of measurement** | **Price per unit**  **EUR excl. VAT** | **Number of units** | **Total price**  **EUR excl. VAT** |
| --- | --- | --- | --- | --- | --- |
| ***1*** | ***2*** | ***3*** | ***4*** | ***5*** | ***6=4x5*** |
| **1.** | Mobilization of the necessary equipment and facilities for the performance of the Works | Set |  |  |  |
| **2.** | Diagnostics of the technical condition of production wells (after refurbishment works) and industrial safety expertise: performance of all Works in accordance with the List of Works specified in the Technical Specification | Pcs |  |  |  |
| **3.** | Diagnostics of the technical condition of production and monitoring wells and industrial safety expertise: performance of all Works in accordance with the List of Works specified in the Technical Specification | Pcs |  |  |  |
| **4.** | Cameral (paper) works and reporting for each well separately and final report preparation including the next scheduled diagnostics works for each well according to the technical evaluation data | Pcs |  |  |  |
| **5.** | Demobilization of the equipment and facilities used in the performance of works | Set |  |  |  |
| **6.** | Staff business trip expenses, accommodation, travelling | Set |  |  |  |
| **7.** | *Other expenses (specify, if any required)* | Set/Pcs |  |  |  |
| **TOTAL, EUR (excl. VAT)** | | | | |  | |

***Notes:***

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

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

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

**ADVANCE PAYMENT:**

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

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

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

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

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

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

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