REGULATIONS
of the Open Contest

Main CPV code 79310000-0 (Market research services)
Additional code CPV code 76000000-3 (Services related to the oil and gas industry)

Procurement identification number AS "Conexus Baltic Grid" 2017/3
1. **Objective**

An open contest is aimed at ensuring free competition, transparency and efficient use of resources of the Contracting Authority, to select the tenderer who will undertake feasibility study for enhancement of Latvia–Lithuania gas interconnection and cost and benefit analysis in accordance with the open contest Technical Specifications of (Annex 1).

2. **The Open Contest Organiser, Receipt of the Regulations and Additional Information**

2.1. Organizer of an open contest (hereinafter referred to as the Contest) shall be the **Joint-Stock Company “Conexus Baltic Grid”** unified registration No. 40203041605, Aristīda Briāna Street 6, Riga, LV-1001 (hereinafter referred to as the Contracting Authority). The Contest is organised jointly with **AB “Amber Grid”**, Savanorių pr. 28, Vilnius, Lithuania.

2.2. The interested supplier (hereinafter referred to as the Tenderer) can download the Contest Regulations (hereinafter referred to as the Regulations) from the Contracting Authority’s website www.conexus.lv section “Purchases” http://www.conexus.lv/iepirkumi or receive electronically, by sending a request to e-mail: info@conexus.lv.

2.3. The Contracting Authority has authorised Ms. Andra Ješinska, Manager of the International Projects Development of the Contracting Authority’s Corporate Strategy Department, phone +371 67087955, mobile phone +371 29227076, email: andra.jesinska@conexus.lv, to provide information regarding the Contest in relation to the Contest procedure and the requirements included in the Regulations.

2.4. The tenderers may submit questions about explanation of the Regulations or additional information regarding the requirements included in the procurement procedure documents to the Contracting Authority on a timely basis by post or electronically to the Contracting Authority’s contact person. The Contracting Authority will respond in writing to the requests for explanation within 5 (five) working days, but not later than 6 (six) days before the closing date for submission of tenders.

3. **Type of Contest**

The Contest is organised as an open contest, in accordance with the Law on the Procurement of Public Service Providers, by the Contracting Authority publicly calling for the tenderers to submit tenders (hereinafter referred to as the Tender). Participation in the Contest shall be expression of free will of the tenderers with the same rules for all the tenderers.

4. **Place and Time Limits for Performance of the Intended Contracts**


5. **Instructions to the Tenderers**

5.1. A tenderer may participate in the Contest who offers provision of services in accordance with the procurement subject matter and complies with the requirements specified in the procurement procedure documentation (the Tenderer).
A tenderer shall draw up the Tender in accordance with the requirements of the Regulations. The Tender must be submitted for the provision of service in accordance with the requirements of Section III of the Regulations.

A tenderer should become thoroughly cognizant with the Regulations, comply with all the requirements and the rules specified in the Regulations and Annexes thereto and take full responsibility for compliance of the Tender with the requirements of the Regulations.

Submission of the Tender shall mean clear intention of the tenderer to participate in the Contest and acceptance of the conditions and the provisions included in the Regulations, confirming understanding of the requirements included in the Regulations. The Tender shall be legally binding for the tenderer who has submitted it. Later detected deficiencies of the Tender or non-conformity thereof to requirements of the Regulations shall not provide basis for the tenderer to increase the Tender Price and/or to extend the provision of service or the term of delivery of the service.

The Contracting Authority shall be entitled to reject any Tender, which does not conform to the requirements set forth by the Regulations.

The Tenderer shall fully cover all the expenses which they have incurred in relation to preparation and submission of the Tender. The Contracting Authority assumes no liability for the said expenses, regardless of results of the Contest.

The Tenderer may submit one version of the Tender.

The Tenderers may conclude agreements with one or more subcontractors for the purpose of service rendering, provided that full responsibility for performance of the intended contract shall be borne by the Tenderer. If the Tenderer has intended to conclude a contract with subcontractors for any part of the Tender, this must be clearly stated in the Tender. In this case, the Tenderer must submit the documents regarding the subcontractors specified in Paragraphs 6.3 and/or 13 of the Regulations.

During the intended performance of the contract, replacement of the subcontractors specified in the Tender shall be allowed only by written consent of the Contracting Authority.

Statements and other documents, which are issued by the competent authorities of the Republic of Latvia, shall be accepted and recognized by the Procurement Commission, if those have been issued not earlier than 1 (one) month before the date of submission, but the statements issued by foreign competent institutions and other documents shall be accepted and recognized by the Contracting Authority if those have been issued not earlier than six months before the date of submission unless the issuer of statement or document has specified a shorter term of validity thereof.

The Contracting Authority shall exclude the tenderer from further participation in the Contest, if at least one of the following conditions is present:

5.11.1. the tenderer does not conform to any qualification requirement referred to in subparagraph 6.3 of the Regulations, or the tenderer has failed to submit all the documents referred to in paragraph 13.2 of the Regulations,

5.11.2. the tenderer has failed to enclose the completed Tender Proposal Letter (hereinafter referred to as the Tender Proposal Letter) enclosed as Annex 2 of the Regulations,

5.11.3. the tenderer in their Tender has provided false or misleading information for evaluation of their qualification or has not provided the requested information at all,
5.11.4. The Tenderer has failed to provide explanation or has failed to come to the explanatory meeting in accordance with Paragraphs 19 and 20 of the Regulations, or has failed to provide other information requested by the Contracting Authority.

II. TENDERER SELECTION TERMS

6. A tenderer shall be entitled to participate in the Contest, if the following conditions exist in this regard:

6.1. The tenderer is established in as a commercial company in the Commercial Register of the Republic of Latvia or in the Enterprise Register of their home country or in a assimilated register to it;

6.2. The Tenderer is not subject to any circumstances referred to the first paragraph of Article 48 of the Law On the Procurement of Public Service Providers:

6.2.1. the candidate, tenderer or person being member of the Board or Council of the candidate or the tenderer, the person entitled for representation or the proctor, or the person entitled for representation of the candidate or the tenderer in activities related to a subsidiary, with an injunction of public prosecutor regarding punishment or court judgment, which has come into force and is no longer disputable, has been found guilty of or has a coercive measure applied for any of the following criminal offences:

a) creating or leading a criminal organisation, involvement therein or in an organised group contained in its composition or other criminal formation or participation in criminal offences committed by such organization,

b) accepting bribes, giving of bribes, misappropriation of a bribe, intermediation in bribery, illegal participation in property transactions, illegal acceptance of benefits, commercial bribery, illegal asking, acceptance or giving of benefits, bargaining with effects,

c) fraud, misappropriation and money laundering,

d) terrorism, financing of terrorism, calls for terrorism, the threat of terrorism or personal recruitment and training to carry out terrorist acts,

e) human trafficking,

f) avoidance of tax and evasion of similar payments;

6.2.2. it has been established that the candidate on the last day of the period for the submission of applications and the tenderer – of the tenders, or on the day when the decision regarding the possible award of a procurement contract has been made, in Latvia or in the country where it is registered or permanently residing, has tax debts (including debts of the State mandatory social insurance payments) which in aggregate exceeds 150 euros in any of the countries. As regards the candidates or the tenderers registered and permanently residing in Latvia, the public service provider shall take into account the information contained in the information system specified by the Cabinet of Ministers at the date of the last updating of data of the State Revenue Service public database of tax debtors and the Immovable Property tax administration system;

6.2.3. insolvency process has been declared for the candidate or the tenderer, economic activity of the candidate or the tenderer is suspended or the candidate or the tenderer is being liquidated;
6.2.4. rapporteur of the procurement procedure documents (official or employee of the public service provider), a member or an expert of the Procurement Commission is related to the candidates or tenderers in the meaning of Article 30, paragraph one or two of the present Law or is interested in selection of any candidate or tenderer, and the public service provider may not be able to resolve this situation by means of less restrictive measures for the candidate or the tenderer;

6.2.5. the candidate or the tenderer has anti-competitive advantages in the procurement procedure, because they have been involved or their associated legal person has been involved in preparation of the procurement procedure in accordance with Article 22, paragraph three of the present Law, and it cannot be prevented by less restrictive measures, and the candidate or the tenderer is unable to prove that participation of them or their associated legal person in preparation of the procurement procedure does not restrict competition;

6.2.6. the candidate or applicant with such decision of a competent authority or a court judgment, which has entered into effect and has become indisputable and not subject to appeal, has been found guilty of violation of competition rights manifested as a horizontal cartel agreement, except for the case when the relevant authority, upon determining violation of competition rights, for cooperation within the framework of the leniency programme has exempted the candidate or the tenderer from fine or reduced the fine;

6.2.7. the candidate or the tenderer with decision of a competent authority, with an injunction of public prosecutor regarding punishment or court judgment which has come into effect and become non-disputable and not subject to appeal, has been found guilty of violation, expressed as:

a) employment of one or more persons, if they do not have the required work permits, or they are not entitled to reside in the European Union Member State,

b) employment of a person without any written employment contract, by failing within the time period specified in regulatory enactments regarding this person to submit the informative declaration regarding the employees to be submitted regarding the persons who starts their work;

6.2.8. the candidate or the tenderer has provided false information for confirmation of compliance with the provisions specified in the present Section or the requirements for qualification of the candidates or tenderers specified under the present law or has not provided the requested information;

6.2.9. partnership member (if the candidate or the tenderer is represented by partnership) shall be subject to the conditions referred to in subparagraphs 6.2.1.-6.2.8. of Regulation.

6.2.10. the subcontractor indicated by the tenderer, value of the works to be performed or of the services to be provided by whom shall be at least 10 per cent of the total contractual value of the construction works, service or supply shall be subject to the conditions referred to in subparagraphs 6.2.1.-6.2.8. of Regulation.

6.2.11. the person indicated by the candidate or the tenderer, on whose abilities the candidate or the tenderer is relying in order to certify that the qualification thereof complies with the requirements laid down in notice regarding the contract or in the procurement procedure documents, shall be subject to the conditions referred to in subparagraphs 6.2.1.-6.2.8. of Regulation.

6.3. The Tenderer within the previous 3 (three) years (2014, 2015, 2016 as well as 2017 also will be taken into account):
6.3.1. has experience in development of at least two projects (studies), which is linked to the
gas supply and gas transmission system, including technical solutions for transmission
systems, and the minimum value for each project shall amount to EUR 100,000 without
VAT.

6.3.2. has experience with the collection of data, financial analysis, business analysis and its
assessment in the field of gas supply and gas transmission system, at least two
implemented projects (studies with a minimum value of each project EUR 100,000
without VAT). The said studies shall include also application of the inquiry methods,
statistical analysis, and provide for preparation of the reports and recommendations.

6.4. The Tenderer has submitted all the documents referred to in subparagraph 13.2 of the
Regulations and these furnish to the Contracting Authority clear and true picture of the
Tenderer’s ability to execute the intended contract throughout its term of validity.

7. For high-quality and timely performance of the procurement contract, the Tenderer shall
involve professional staff resources with higher education (at least a bachelor's degree or
equivalent) and at least the following formal qualifications and experience (for each of the
experts CV shall be enclosed as prepared in conformity with Annex 4 to the Regulations):

7.1. Project Manager – at least 4 (four) years (summary) experience in project management,
including the project delivery supervision, quality control for the supplied services and
having experience in at least one project management related to the area of energy resources,
including electricity and gas supply and transmission system.

7.2. Financial Analyst:

7.2.1. knowledge in financial analysis, investment analysis, cost and benefit analysis,
development of financial plan, forecasts and analytical accounts related to the area of
energy resources, including electricity and gas supply and transmission system.

7.2.2. at least 5 year professional work (summary) experience in the position of financial
analyst and experience of at least one international project, which is linked to the area
of gas supply and gas transmission systems (or equivalent).

7.3. Expert – at least 3 (three) years of professional work (summary) experience in the matters
of gas supply and gas transmission system policy at national and international level,
including with regard to the lines of policies and the projects that refer to the present study.

7.4. Technical Expert – at least 5 (five) years of professional work (summary) experience in the
matters of gas supplies and gas transmission system operation and maintenance activities,
including with regard to the development of gas transmission system and the projects that
refer to this study.

8. The Tenderer must provide a sufficient number of experts for high-quality and timely
performance of the contract. The Tenderer may offer one expert for two positions, if it
complies with all the qualification requirements.

9. The Tenderer shall be entitled to extend the composition of the involved experts according
to the Tenderer’s vision for execution of the order.

10. One of the experts referred to in paragraph 7.2 or 7.3, which has the knowledge, experience
and skills in the project management, may perform also the duties of the Project Manager.

11. All the Tenderer’s involved personnel are able to communicate in English orally and in
writing. Information on the language knowledge level shall be included in the enclosed staff
CV (Annex 4 to the Technical Specifications). The English language skills of professionals
must be at least at B2 level in accordance with the European joint guidelines of the language
learning.
12. By examination of the Tenderer’s right to participate in the Contest and their sufficient qualifications, the Contracting Authority shall act in accordance with Article 48, Paragraphs 7–13, 15 and 16 of the Law On Public Service Provider Procurements.

III. PREPARATION AND DOCUMENTATION OF THE TENDER, THE TENDER PRICE

13. Preparation and Documentation of the Tender

13.1. The Tender prepared by the Tenderer, the documents annexed thereto and the entire correspondence relating to the Contest exchanged between the Tenderer and the Contracting Authority shall be in Latvian or in English.

13.2. The Tender must be accompanied by:

13.2.1. the Tender Proposal Letter (Annex 2 to the Regulations) signed by the person having the right of representation or authorised to do it on behalf of the Tenderer. Full name, surname and position of the person who has signed the Tender Proposal Letter must be indicated below the signature;

13.2.2. the Technical Tender, in accordance with requirements set forth by the Technical Specification (Annex 1);

13.2.3. the Tenderer’s experience description (Annex 3 to the Regulations);

13.2.4. CV form of the proposed staff (Annex 4 to the Regulations), accompanied by the copies of documents confirming education,

13.3. If mistakes are corrected or changes or additions are made to the Tender documents prior to submission of the Tender, then it must be indicated at the end of appropriate Tender document and certified with the signature of the person signing the Tender and the documents attached thereto.

13.4. If the Tenderer is a merchant registered abroad, then it must be indicated in their Tender, whether:

13.4.1. it is not considered to be Affiliated Undertaking the Contracting Authority for the purposes of Law On Enterprise Income Tax,

13.4.2. it is/is not registered in a country with which the Republic of Latvia has concluded the Convention on the prevention of imposition of double taxation and tax evasion (hereinafter referred to as the Tax Convention).

13.5. The Tender must be submitted electronically to the Electronic Procurement System (www.eis.gov.lv, hereafter referred to as the EIS) in the e-Competition Subsystem, subject to the following Tenderer’s choices;

13.5.1. using the tools provided by the EIS e-Tendering Subsystem by completing the EIS subsystems in the format of this procurement section;

13.5.2. electronically filled out documents electronically preparing outside the EIS competition subsystems and uploading systems to relevant sites completed PDF forms, incl. in form of files (in this case the applicant is responsible for the compliance of the forms to be filled with the documentation requirements and shape samples).

13.6. When preparing the Tender, the Applicant shall observe that:

13.6.1. Tender proposal letter, technical and financial offer must be completed, using the electronically available templates (forms) EIS e-Tender subsystem;
13.6.2. By submitting an offer, the Applicant signs it using the EIS incorporated signing tool or electronic signature corresponding to the Republic of Latvia regulatory enactments regarding electronic documents and electronic signatures status;

13.6.3. the offer must be prepared in such a way that the EIS e-competition is not jeopardized in any way the operation of the subsystem and would not have limited access to the offer information, including the offer must not contain computer viruses and other harmful software or their generators.

13.7. Only Tenders submitted to the EIS e-Tendering Subsystem will be accepted and evaluated for participation in the procurement procedure. Tenders submitted outside of the EIS e-Tendering Subsystem will be considered inappropriately submitted and will not participate in the procurement procedure.

13.8. The Tenderer, in order to prove compliance with the qualification requirements, may submit the European single procurement procedure documents (ESPD), by completing only the ESPD document sections related to confirming of compliance with the requirements set forth by the Regulations (form available at website https://ec.europa.eu/tools/espd/filter?lang=lv).

13.9. If the Tenderer has selected to submit ESPD, they shall submit this document also for each person on whose abilities they are based, in order to certify that their qualification complies with the requirements set forth by the Regulations, and for each subcontractor (if any will be involved), the value of the services to be provided by whom is amounting to at least 10 (ten) per cent of the proposed value of a framework agreement.

13.10. The association of suppliers shall submit a separate ESPD regarding each its member.

13.11. The Tenderer may submit ESPD, which has been submitted in another procurement procedure.

14. **Tender Price**

14.1. The Tender Price shall be specified in euros (EUR).

14.2. The Tender Price must indicate all the taxes and duties, except the value added tax (VAT) as specified in the regulatory enactments of the Republic of Latvia, which must be specified separately in the Tender.

14.3. The Tender Price shall be specified in the Tender Proposal Letter by providing for all the expenses, in accordance with provisions of the Regulations.

14.4. The procurement commission shall evaluate the Tender Price without VAT.

**IV. SUBMISSION AND OPENING OF THE TENDER**

15. **The Place and the Date for Submission of the Tender**

15.1. The Tenderer must submit the Tender and the documents until **15 January 2018 at 10.00 a.m.** (Latvian time) in the EIS e-Tendering subsystem.

15.2. The submitted offers will be opened in the EIS e-Tendering Subsystem on **15 January, 2018, at 10.01 a.m.** (Latvian time) immediately after the deadline for submission.

15.3. The process of opening the submitted offers in an electronic environment is open and can be followed up online in the EIS e-Competition subsystem, as well as after the opening of
tenders in the EIS e-Competitions subsystem, applicants can familiarize themselves with the results of the opening of tenders. Amendment and Revocation of the Tender.

V. CRITERIA FOR SELECTION OF THE TENDERS

16. The content of Tenders and the information regarding course of evaluation shall constitute protected information, and the principle of confidentiality shall be respected in the course of evaluation. Only the Procurement Commission and the invited specialists and experts may participate in evaluation of the tenders.

17. The Procurement Commission shall be entitled to request from the Tenderer a written explanation regarding their submitted Tender. Answers to the questions shall be forwarded to the Contracting Authority by mail or e-mail within a period of time specified in the request.

18. The Procurement Commission shall be entitled to invite the Tenderer for explanatory meeting to clarify the Tender details.

19. The Procurement Commission shall reject the Tender, which does not comply with the requirements of the Regulations or the submitter of which the Procurement Commission recognises to be inadequate or insufficiently qualified for performance of the contract.

VI. EXAMINATION OF THE TENDERS AND ESTABLISHING THE WINNER

20. The Contracting Authority shall select economically the most advantageous tender, upon evaluation of the tender in accordance with the evaluation criteria and their proportion as follows:

<table>
<thead>
<tr>
<th>No.</th>
<th>Criterion to be evaluated</th>
<th>Maximum score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Tender price</td>
<td>30 points</td>
</tr>
<tr>
<td>2.</td>
<td>Tender quality</td>
<td>70 points</td>
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<tr>
<td></td>
<td>Total</td>
<td>100 points</td>
</tr>
</tbody>
</table>

23. Evaluation of tenders shall take place according to the method of points. Maximum total score – 100 points. The final evaluation, taking into account the proposed price and sum total obtain in evaluation of the quality criteria, shall be calculated according to the following formula:

\[ V = \frac{C_{\text{min}}}{C} \times 30 + \frac{Q}{Q_{\text{max}}} \times 70 \]

where,
- \( V \) = Final evaluation of the proposed tender
- \( C_{\text{min}} \) = The lowest proposed price of all the tenders
- \( C \) = The price proposed by the Tenderer
- \( Q \) = Sum total of the points of quality evaluation criteria of the Tenderer’s proposed tender
- \( Q_{\text{max}} \) = Maximum number of points of quality evaluation criteria from all the tenders

24. The quality of the Tender will be assessed taking into account the following components:
<table>
<thead>
<tr>
<th>No.</th>
<th>Criterion component</th>
<th>Maximum score</th>
<th>Evaluation methods</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Quality of the proposed methods and instruments</td>
<td>20</td>
<td>The technical tender contains qualitative description of the work performance methods, tools and the terms of reference confirming high quality and reliable attainment of the objective. (Minimum score to be received for qualification - 10) <strong>Points are awarded for full compliance with sub-criterion:</strong> 20 points - technical tender describes all the required tasks, intermediate objectives and results and schedule; resource allocation associated with implementation of the work plan 10 points - partial compliance with the required tasks, intermediate objectives and results and schedule 0 points - does not comply with the required tasks, intermediate objectives and results and schedule.</td>
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<tr>
<td>2.</td>
<td>Work plan quality</td>
<td>20</td>
<td>Technical tender provides clear and reasonable work plan - description of the tasks to be performed, intermediate objectives, results to be attained and reasonable timetable for performance of the study. Including indicated resources for enforcement of the study associated with implementation of the work plan are evident of implementation of the high quality study and not to create doubts or risks concerning the study quality. (Minimum score to be received for qualification - 10) <strong>Points are awarded for each fully complied sub-criterion:</strong> The proposed methodology and quality, compliance, enforcement and reliability of the tools in order to achieve the target objectives of the instruments are evaluated. 20 points - full compliance; 10 points - compliance with minor deficiencies; 0 points - significant deficiencies;</td>
</tr>
<tr>
<td>3.</td>
<td>Quality control measures</td>
<td>10</td>
<td>Technical tender describes the quality control measures in order to ensure high quality development and results of the study. Technical tender indicates the quality control</td>
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<tr>
<td>4.</td>
<td>Experience of the tenderer in implementation of the gas supply projects</td>
<td>20</td>
<td></td>
</tr>
</tbody>
</table>

system and tasks (for example, surveys, case studies, reviews, seminars, etc.).
(Minimum score to be received for qualification - 5)

**Points are awarded for fully complied criterion**

10 points - Technical tender in clear and high quality manner describes the quality control measures, the control system and tasks, which lead to the conviction that the tenderer will be able to ensure a high quality study development and results.

5 points - Technical tender describes the quality control measures, the control system and tasks are described in part that may limit the tenderer’s ability to ensure high quality development and results of the study.

0 points - Quality control measures, control system and tasks described in the technical tender are incomplete, thus failing to create the conviction that the tenderer will be able to ensure a high quality study development and results.

Experience of the tenderer in implementation of similar projects (studies), which is related to the area of gas supply and gas transmission system.
(Minimum score to be received for qualification - 10)

**Points are awarded for fully complied criterion**

20 points – the tenderer has experience in development of at least five or more projects (studies), which is related to the gas supply and gas transmission system;

15 points - the tenderer has experience in development of at least 3-4 projects (studies), which is related to the gas supply and gas transmission system;

10 points - the tenderer has experience in development of at least 2 projects (studies), which is related to the gas supply and gas transmission system;

0 points - the tenderer has experience in development of less than 2 projects (studies), which is related to the gas supply and gas transmission system.
25. Maximum number of criterion points will be awarded to the Tender with the lowest price, the criterion points for other tenders will be calculated pro rata in relation to the lowest price (the lowest price to the tender “C” price x maximum number of the criterion points).

26. The Procurement Commission shall examine whether the Tender contain any arithmetic errors and those will be corrected, if any are found. The Contracting Authority shall notify the Tenderer regarding correction of errors and the corrected amount of the Tender. The rightly corrected Tender Price shall be considered to be binding to the Tenderer. If the Tenderer does not agree with the correction of errors reasonably performed by the Procurement Commission, their Tender is rejected.

27. The Tenderer which Tender has acquired the highest number of points shall be recognized as the winner of the Contest by the Procurement Commission.

28. The Contracting Authority shall be entitled to terminate the Contest at any time before the contract has been concluded with the winner of the Contest without undertaking any liabilities against the tenderers.

29. If only one Tender has been submitted to the Contest, the Procurement Commission shall prepare and the Contracting Authority shall include in the procurement procedure report a justification that the requirements laid down for selection of the Tenderers shall be objective and proportionate. When the Procurement Commission cannot justify that the requirements laid down for selection of the Tenderers are objective and proportionate, it shall take a decision to suspend the procurement procedure.

30. If the Contracting Authority does not receive CEF financing or none of the submitted Tenders meets the provisions of the Contest Regulations, the Contracting Authority shall take a decision to terminate the Contest.

31. The Procurement Commission shall notify all the tenderers about the results of the Contest.

VII. NOTIFICATION OF DECISION ON THE WINNER AND SIGNING OF THE CONTRACT

32. The Tender submitted by the winner of the Contest shall constitute the basis for conclusion of the service contract.

33. If only one Tenderer has submitted the Tender, who is, moreover, recognised as the winner of the Contest and is represented by a merchant registered in low-tax or tax-free countries or territories, or a merchant registered in foreign states, which shall be considered to be the Contracting Authority’s affiliated undertaking for the purpose of the Law On Enterprise Income Tax, before conclusion of the contract the winner of the Contest shall be obliged to submit information regarding justification of the transfer price and justification of compliance of the transaction price (prices) with the market price (value).

34. If a merchant registered in foreign countries is recognized as the winner of the Contest, which is establishing permanent representation for the purpose of Tax Convention or the Law On Taxes and Fees, before conclusion of the contract the winner of the Contest must submit all the necessary attestations requested by the Contracting Authority related to the permanent representation.

35. If a merchant registered in foreign countries is recognized as the winner of the Contest, other than resident of the European Union Member State, and the Tender provides for resident of the European Union Member State (including resident of the Republic of Latvia) to be involved as subcontractor, the contract shall include a provision that the subcontractor shall issue invoice to the Contracting Authority for the services provided by the said subcontractor.

36. If the Contracting Authority and the winner of the Contest, within 30 (thirty) days from the date when the Contracting Authority has notified the tenderers regarding the Contest results,
fails to enter into a contract, the Contracting Authority shall be entitled to refuse to enter into a contract with the winner of the Contest. In such case the Contracting Authority shall be entitled to invite to the contract negotiations the Tenderer who has submitted the next less expensive Tender, or suspend the Contest, without selecting any Tender.

VIII. CONFIDENTIALITY

37. The number and names of the Tenderers before the time of opening of the Tenders shall constitute undisclosed information unless otherwise prescribed by regulatory enactments. The content of the Tenders and the meeting materials of the Procurement Commission are commercial secrets and proprietary information, and they shall not be disclosed to other tenderers or third parties.

IX. THE RIGHT OF THE TENDERER TO SUBMIT A COMPLAINT

38. If the Tenderer has any claims regarding actions or decision of the Contracting Authority relating to the course of the Contest, the Tenderer shall be entitled to act in accordance with the procedures specified in regulatory enactments of the Republic of Latvia.

X. Special Provisions

39. The Tenderer shall carry out the Study, using their intellectual and technical resources.
40. The Tenderer shall list and describe the man-hours that are spent for implementing the Study.
41. The Tenderer conduct / develop a Study in accordance with Technical Tender, Technical specification and Tender Agreement.
42. If the Tenderer does not comply with or does not supply the Study in accordance with the requirements of the Contest and of the Contract, the Tenderer shall pay to the Contracting Authority a fine in the amount of 0,5% of the contract price for each day of delay until full commitment with the obligations, but not exceeding 10% of the contract price.
43. In addition to Paragraph 41 hereby the Tenderer shall repay advance payment in full amount if the contract is terminated due to non-fulfilled contractual obligations, failure to comply with the contract or default associated with delivery of the Study.
44. The remedies applied to the Contracting Authority, are always limited. If the contract is cancelled, overall responsibility of the Tenderer to the Contracting Authority shall not exceed the contractual price, but, if the contract has been concluded - 10% of the contractual price. This restriction does not limit calculation, accumulation and collection of the late payment interest.
45. All the obtained data and the Study delivered by the Tenderer in all the formats shall constitute exclusive property of the Contracting Authority without restriction of validity and the territory, and the Contracting Authority may freely use the Tenderer without approval.
46. The Tenderer shall ensure that, when performing the Study, they do not infringe copyright of any third parties.
47. Whereas cofinancing is intended for the Study from CEF, the Tenderer must ensure that INEA, the European Commission, the European Anti-fraud Office (OLAF) and the European Court of Auditors may carry out the technical and financial inspections, audits, interim and final evaluations. Such inspections, audits or evaluations may be initiated during implementation of the Study and for the period of ten years starting from the date when the balance has been paid.
48. Whereas cofinancing is intended for the Study from CEF, the Tenderer must keep all the original documents, in particular accounting and tax records, which are stored on any appropriate media, including originals with the digital original, if they are authorised in
accordance with the relevant national legislation and in accordance with the conditions laid down therein, for a period of ten years starting from the balance payment date. Document storage laid down in Paragraph 47 and in this paragraph is longer, where ongoing audits, appeals, litigation or claims relating to execution of the payment are present.

49. Whereas cofinancing is intended for the Study from CEF, if inspection or audit is initiated before starting the balance payment, the Tenderer shall provide any information, including information in electronic format requested by the Contracting Authority, the European Commission or the INEA, or any other body designated by it. Where appropriate, the Contracting Authority, the European Commission or the INEA may require the Tenderer to provide this information directly.

Where, after the balance payment inspection or audit is initiated, the following information shall be provided by the Tenderer concerned.

The coordinator shall furnish request of the Contracting Authority, the European Commission or the INEA or any other external body authorised thereof, including information in electronic format. Where appropriate, the Contracting Authority, the European Commission or the INEA may require the Tenderer to provide this information directly. If the Tenderer fails to comply with the obligations laid down in this paragraph, the European Commission or the INEA may consider:

(a) any cost insufficiently substantiated by information provided by the beneficiary as ineligible;
(b) any unit, lump sum or flat-rate payment contribution insufficiently substantiated by information provided by the beneficiary as undue.

50. Whereas cofinancing is intended for the study from CEF, the Tenderer shall allow for the Contracting Authority, the European Commission or the INEA staff and external staff, authorised by the Contracting Authority, the European Commission or the INEA, access to the sites and premises where the action is or was carried out, all the necessary information, including information in electronic format. They shall ensure that the information is readily available at the time of the on-the-spot visit, and the required information shall be transferred in the appropriate form. If the tenderer refuses access to places, premises and information in accordance with this paragraphs, the European Commission or the INEA may consider:

a) any cost insufficiently substantiated by information provided by the beneficiary as ineligible;

b) any unit, lump sum or flat-rate contribution insufficiently substantiated by information provided by the beneficiary as undue.

51. Whereas cofinancing is intended for the Study from CEF, based on the audit findings, the interim review ("audit draft report") is prepared. It shall be forwarded by the European Commission or the INEA or its authorised representative to appropriate tenderer, who must submit observations within 30 days from the date of receipt. The final report ("final audit report") shall be sent to appropriate tenderer within 60 days after expiry of the time limit for submission of the observations.

52. Whereas cofinancing is intended for the Study from CEF, based on the final audit findings, the European Commission or the INEA may take the measures it deems necessary, including recovery at the time of payment of balance or after exerting payment of the balance for all or part of the payments made.

53. As the Study is planned to co-finance from CEF, the European Anti-fraud Office (OLAF) and the European Court of Auditors shall have the same rights as the European Commission or the INEA, in particular the right of access to inspections and investigations.
54. Whereas the Study is planned to co-finance from CEF, INEA and the Contracting Authority shall not be held liable for any loss incurred or suffered by any tenderer, including any injury incurred by third parties as a result of implementation of the Study or during its implementation.

55. As the Study is planned to co-finance from CEF, the Tenderer shall indemnify INEA or the Contracting Authority for any losses resulting in the course of implementation of the Study, or because the Study was not fully performed, contract performance enforcement to carry out the Study. The requirement contained in this paragraph is not applicable if in cases force majeure is occurred.

56. The Tenderer shall take all necessary measures to prevent any situation where objective and impartial implementation of the Contract is compromised for reasons connected with the economic interest, political or national affinity, family or emotional life, or any other shared interest with the Contracting Authority or any third party relating to the contract subject-matter (‘conflict of interest’), in order to carry out the Study.

57. Any situation that causes or may cause a conflict of interest when implementing the Contract on delivery of the Contract, the Contracting Authority shall be notified in writing without delay. The Tenderer shall immediately take all measures necessary in order to remedy this situation. The Contracting Authority shall reserve the right to examine whether the measures taken are appropriate, and may require additional measures within a specified time limit.

58. All the payments for implementation of the Study will be made to the Tenderer only after the Contracting Authority has signed grant agreement with the INEA of for implementation of the measure "The Feasibility Study and Costs-Benefits Analysis for the Capacity Enhancement of Latvia–Lithuania Gas Interconnection", activity number 8.2.1 - 0001 -17 - LTLV-S-M.

XI. ANNEXES

5 (five) annexes are enclosed with the Regulations:

1. Technical Specification / Technical Tender on 7 pages
2. Sample Tender Proposal Letter on 2 pages;
3. Description of the Tenderer’s experience on 1 page;
4. CV form for the proposed staff on 1 page;
5. Draft agreement on 11 pages.

Member of the Board

Z. Kotāne
Technical Specification / Technical Tender

1. Objective of the Study.

The Study’s aim is to perform a feasibility study for capacity enhancement and the cost-benefit analysis of Latvia–Lithuania gas interconnection.

2. Preface.


The Project is conditional upon the implementation of other projects in the region. A number of projects such as Liquefied Natural Gas (LNG) Terminal in Klaipeda, Interconnector between Estonia and Finland (Balticconnector), Poland-Lithuania interconnection (GIPL), Enhancement of Inčukalns Underground Gas Storage (UGS) has already been finalised or in the process of implementation in the region. Therefore it is important to define the need for the enhancement of interconnection between Latvia and Lithuania thus removing the “bottlenecks” in Latvia and Lithuania as well as to define the technical scope of the Project and its financial and socio-economic parameters.

The Feasibility Study for the Enhancement of Latvia–Lithuania Interconnection (“The Study”) should include the description of methodology used in the Study, the main objectives of the Project, business environment overview (market development, other gas infrastructure projects in the region, etc.), technical description, assumptions for the alternatives, investment costs (CAPEX) description, operating costs (OPEX) description and least-cost investment identification, as well as market testing, financial and economic costs and benefits analysis (CBA), and other necessary parts such as risk and sensitivity analysis, implementation time schedule, etc. The information on Project’s parameters should be provided separately by countries impacted and in aggregated form.

The project specific CBA should be performed in compliance with the European Network of Transmission System Operators for Gas (ENTSOG) Energy System Wide Cost Benefit Analysis approved by European Commission (CBA methodology), which takes into account the benefits beyond the borders of Member States (MS) concerned, and in compliance with Recommendation No 5/2015 of the Agency for the Cooperation of Energy Regulators (ACER), 18 December 2015 (ACER recommendation).

A need for cross-border cost allocation (CBCA) should be evaluated. Being the basis for CBCA decisions, the CBA needs to be comprehensive and use comparable and monetised information on costs and benefits, other monetary flows and impact on transmission tariffs, by each of the impacted countries.

Having regard to the information referred to above, it is necessary to make the Feasibility Study and the Costs and Benefits Analysis for the Capacity Enhancement of Latvia – Lithuania Gas Interconnection justifying proper implementation of the Study.
3. Study financing, timetable and interim objectives.

The Study "The Feasibility Study and Cost-Benefit Analysis for the Enhancement of Latvia-Lithuania Interconnection" (hereinafter referred to as the Study) is co-financed from the Connecting Europe Facility (CEF), the study identification number is 8.2.1 - 0001-LTLV-S-M-17. It is planned, that the Study will be co-financed from the Innovation and Networks Executive Agency (INEA) in accordance with the European Commission's delegated powers. CEF is the main EU financial instrument in order to promote growth, jobs and competitiveness through targeted investments in infrastructure at the European level.

The maximum period for implementation of the Study shall be limited to 30th of July 2018.

The Study has to be performed in four deliverables. The structure of the Study deliverables:

<table>
<thead>
<tr>
<th>Serial number</th>
<th>Study description</th>
<th>Time limit for performance</th>
<th>Type of control</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Presentation of the methodology used in the Study</td>
<td>15 / 03 / 2018</td>
<td>The commissioning party shall approve the proposed methodology</td>
</tr>
<tr>
<td>2.</td>
<td>Completion of the interim report of the Study</td>
<td>31 / 05 / 2018</td>
<td>The report's acceptance and approval</td>
</tr>
<tr>
<td>3.</td>
<td>Presentation of findings and conclusions of the Study</td>
<td>29 / 06 / 2018</td>
<td>The commissioning party shall adopt and approve the results of the study and the findings</td>
</tr>
<tr>
<td>4.</td>
<td>Completion of final report of the Study</td>
<td>13 / 07 / 2018</td>
<td>The commissioning party shall adopt and approve the final report</td>
</tr>
</tbody>
</table>

4. Location for implementation of the Study.

Location for implementation of the Study shall be at the Republic of Latvia and the Republic of Lithuania, including AB "Amber Grid" territory, address: Savanoriu pr. 28, Vilnius, postal code LT-03116, and AS "Conexus Baltic Grid" (hereinafter referred to as the Contracting Authority), address: Aristida Briāna Street 6, Riga, postal code LV-1001.

5. Study description.

For the purpose of implementation of the Study objective referred to in Paragraph 1 of the Technical Specifications, the Study should be structured as follows:

1. Executive Summary:
   - Methodology of analysis;
   - Project's and its business environment description;
   - Key parameters of the Project;
   - Market testing;
   - Financial analysis;
- Economic analysis;
- Risk and sensitivity analysis;
- Project time schedule;

2. Conclusions;

3. Annexes:
   - Project specific CBA;
   - Cross-Border Cost Allocation;
   - Drawings, maps;
   - Excel sheets related to the Financial/ Economic analysis.

The format of the Study:
   - PPTX file, XLSX files (for calculations);
   - English language.

1. Methodology of analysis:
   The description of how the analysis will be performed should be provided, detailing the principles of how the certain technical and technological solutions will be determined and analysed, how the assumptions for different alternatives will be chosen, how the financial and economic cost and benefit analysis will be done.

2. Project’s and its business environment description:
   Description of the Project; objectives of the Project; compliance of it to the EU and national energy policies; business environment of the Project, including the outlook of gas markets in the region; identification of the area, in which the Project will be implemented; stakeholders'/promoters overview; organisational links with other stakeholders; required permissions necessary to run the activities related to the Project; at least 3 alternatives, related to technical solutions for the implementation of the Project.

3. Key parameters of the Project:
   The detailed technical description of the Project should be provided: length, diameter, capacity, types of materials, maximum and minimum pressure, maps of the planned route, etc. The description related to the technical part of the Project and available alternatives should be provided, disaggregated for Latvia and Lithuania.

   The description of the transmission infrastructure in Latvia, Lithuania and other interconnected countries should be provided. It should include the existing „bottlenecks” in Latvia, Lithuania and the whole region, as well as the impact of the Project on the existing infrastructure (hydraulic models/calculations for all alternatives should be carried out for the period defined in the CBA methodology), taking into account new infrastructure developments and possible flows. The identification of preferred solution based on CBA and other relevant issues should be outlined in the Study. The least cost alternative should be considered in the Study. The optimisation analysis should be performed and technical solutions proposed as well as requirements and restrictions
related to the Project’s implementation should be provided. Therefore an economic and financial cost-benefit analysis should be carried out.

The technical and technological solutions should result from the potential gas flow scenarios forecast taking into account the potential demand and supply variants in the region, and security of supply requirements by the European Union (EU). For comparison of different solutions for the implementation of the project, the modelling of gas flows within the region for different scenarios shall be used. The aim of this analysis shall be to meet the market needs at the minimum total costs. For the analysis, different scenarios of utilization of Klaipeda LNG terminal, Incukalns UGS, Gas Interconnection Poland-Lithuania (GIPL) as well as costs of supply of gas, including gas prices in combination with the related costs of supply shall be assessed and gas price for each market calculated. Intention of the Baltic TSOs to implement a single entry-exit zone shall be taken into consideration.

The impact of the Project on natural environment during the implementation and operation period should be evaluated by countries.

The description of the alternatives disaggregated by countries should contain the analysis of the protected areas of national and international significance in the scope of the route of the pipeline and related objects, including possible impact of the areas identified as cultural heritage. The aspect of compliance with national plans of utilization of areas, through which the pipeline route would run and other objects of the transmission network will be constructed or upgraded, should also be taken into consideration.

4. Market testing:

The Market testing should be performed and identify the potential commercial perspective for the enhanced interconnection between Latvia and Lithuania. The possible usage of the pipeline to cover the needs identified should be performed.

5. Financial Analysis:

Following the CBA methodology the financial analysis of the Project should be performed. The financial analysis should be carried out disaggregated for Latvia and Lithuania (including, CAPEX description, least-cost investment, OPEX description, etc.).

An overview of the financial performance of the Project should be carried out for Latvia and Lithuania (including Financial Net Present Value (FNPV), Financial Internal Rate of Return (FIRR) and Financial Benefit/ Cost ratio (FB/C)).

During the implementation of the Project it should cover the cash flows analysis:

• forecast of operational costs and income during the Project,
• capital employed,
• depreciation of non-current assets produced/purchased as a result of the Project implementation,
• plan of the repayment of loans, if contracted for the Project,
• reserves for extraordinary changes in the amount of expenditures required during the implementation of the Project.

In compliance with the CBA methodology the financial analysis should be supplemented with the analysis of cash flows from the year of analysis until the twentieth full year of operation.

The results of the financial analysis should consist of at least following indicators:
• Determining the profitability of the investment, regardless the method of financing:
  – financial internal rate of return of the investment (FIRR/C);
  – financial net present value of the investment (FNPV/C);
  – indicator of benefits to costs (FB/C);

• Determining the profitability of domestic (national) capital, including the method of financing the Project (obligatory for large projects):
  – financial internal rate of return of the capital (FIRR/K);
  – financial net present value of the capital (FNPV/K).

6. Economic Analysis / Project Specific CBA:

The project specific CBA constituting the economic analysis should be performed in compliance with the CBA methodology, which takes into account the benefits beyond the borders of MS concerned. The project specific CBA should be prepared in compliance with ACER recommendation. Following the ACER recommendation at least the following categories of benefits are monetised and separately presented by benefiting countries, including the methodology used for valuations and the underlying assumptions:

• Market integration;
• Competition;
• Security of supply, and;
• Sustainability.

The analysis should be performed for the time horizon as provided in the CBA methodology. The economic analysis is based on the combined approach intending to capture the widest range of benefits with a particular focus on the cross border dimension. The incremental approach should be used when measuring the Project’s benefits to natural environment, gas market and other economic parameters.

The economic analysis should estimate the costs and the benefits of the Project from the point of view of the whole community in the impacted countries. The assessment of the Project’s impact on the socio-economic environment should be performed:

• Identification of the most important economic effects of the Project implementation, i.e. benefits/savings and costs;
• Making them quantified (i.e. express in quantity terms), and subsequently monetized (i.e. express in monetary terms).

The economic analysis should include:

• Methodology applied for carrying out the economic analysis (including, inter alia, the method of calculation of the economic effects of costs and benefits);
• Assumptions, time horizon and social discount rate applied for analysis;
• Indication of identified the main economic benefits and costs;
• Indication of total value of particular benefits and costs (and, when possible, unit values);
• Determination of share (i.e. significance/importance) of particular benefits and costs in all identified benefits and costs;
Key findings.

The results of the analysis:

- Economic internal rate of return (EIRR);
- Economic net present value (ENPV);
- Benefits and costs ratio (EB/C);
- Any other parameters and information required to be provided by CBA methodology.

Due to the implementation of the Project the impact on the gas transmission tariffs should be assessed in benefiting countries.

The benefits of the Project can be influenced by the potential development of other projects in the region. The Study should provide additional information together with project specific CBA on complementary and competing projects in the region.

7. Cross-border cost allocation:

The CBA shall identify the significantly impacted MS and assess the impact of the Project on the European gas infrastructure along the criteria of market integration, competition, security of supply and sustainability.

The financing gap in the context of possible funding should be identified. The possible Project funding models involving all the countries in the region benefiting from the Project should be analyzed and presented with the relevant calculations. The presented models should be in line with EU legislation.

The Study should provide an evidence for cross-border cost allocation for the beneficiary countries. Possible level of funding from the European Union funds should consider the current legislative framework of EU legislation and the need to decrease the Projects externalities.


8. Risk and sensitivity analysis:

Following the CBA methodology and ACER recommendation the risk and sensitivity analysis of the Project should be performed disaggregated by countries for the time horizon as provided in the CBA methodology. The risk and sensitivity analysis should estimate the sustainability of the investment. It should demonstrate how the determined risk factors (e.g. political, financial, technical, social, environmental and others) might influence the results of operational activities of both TSOs and economic situation. The risk and sensitivity analysis should include the key assumptions and “critical” parameters of the CBA.

The risk and sensitivity analysis should be carried out based on financial and economic analyses performed for each of the alternatives considered.
The risk and sensitivity analysis should provide the assessment from the Project’s side (the risks that might affect the implementation of the Project) and the costs and benefits side (if assumptions differ, the benefits outweighing the costs).

It should present an assessment of the risk factors and describe the methodology to carry out the analysis:

• Rules on identification of risk factors;
• Selection of critical variables;
• Determination of the percentage changes in critical variables;
• Breakdown of probability of these variables, if possible.

9. Project time schedule:
A detailed implementation plan of the Project for the most suitable alternative should be prepared as well as assessment of the critical and risk factors for the Project implementation and the risk mitigation measures. The time schedule should include the related expenditures for all alternatives considered in the Study. The time schedule will be prepared for Latvia and Lithuania, separately.

The time schedule should include the start/ end date of activity by indicating the preliminary month and year (mm/yyyy).

10. Conclusions:
The main findings of the Study, including the details of for the most suitable alternative (routing, technical parameters, economical efficiency, funding structure, the environmental impact, the implementation period, etc.) should be outlined and recommendations for implementation of the Project should be provided.

11. Content of deliverables and graphic requirements:
The Study shall comply with corporate visual identity by application of visual graphics provided by the Contracting Authority.
Whereas this study is co-financed from CEF, the Study should include the European Commission's corporate visual identity, applying the graphic rules set out in the European Commission's Visual identity manual, including its logo.
The European Commission's Visual Identity Guidelines are available on request, by sending e-mail request to the following address: comm-visual-identity@ec.europa.eu.

12. Technical tender:
The Tenderer shall prepare and submit the Technical Tender to the Contracting Authority together with the Tender Proposal Letter. The Technical Tender shall cover all the aspects and tasks required by the technical specification, as well as all the information needed for application and evaluation of the selection and award criteria, in particular, describe the work plan, the work performance methodology and the instruments used to achieve the objective, the work performance schedule, the quality control measures and system.
Conexus Baltic Grid 2017/03

Tender Proposal Letter

______ ___________________ 2017

/Place of drawing/

Addressee: Joint-Stock Company “Conexus Baltic Grid”
Aristida Briāna Street 6, Riga, LV-1001

After becoming cognizant with the Open Contest “The Feasibility Study and Cost-Benefit Analysis for the Enhancement of Latvia-Lithuania Interconnection” (identification number 2017/3) Regulations, we declare that if our Tender will be considered as economically the most advantageous and the contract will be awarded to us, we are committed to undertake research works in accordance with the Contest Regulations, the requirements laid down in Annex 1 Technical Specification thereto and our drafted costs estimate for the amount:

<table>
<thead>
<tr>
<th>Series No.</th>
<th>Work name</th>
<th>Tender price (without VAT) EUR</th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>The Feasibility Study and Costs and Benefits Analysis for the Capacity Enhancement of Latvia–Lithuania Gas Interconnection in accordance with the requirements laid down in the Technical Specification</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>VAT ____% EUR *</td>
<td></td>
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<tr>
<td>3.</td>
<td>SUM TOTAL (with VAT) EUR</td>
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</tr>
</tbody>
</table>

*VAT is specified if applicable.

We hereby declare that:

1) The price offered in the Financial Tender includes all the expenses associated with the service provision, including transport costs, all kinds of communication costs and costs related to drawing up of the technical documentation, including stationery and material costs and quality of service and warranty coverage. The Financial Tender price includes all the taxes and duties, if such are provided.

2) The prices included in the Financial Tender will be incorporated into the Contract and will remain fixed during the Contract validity, and no other service provision fees can be applied during the Contract validity.

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).
Information about the Tenderer’s responsible Project Manager who will manage and ensure the Work performance:

(given name, surname)

Information about the Tenderer’s responsible Financial Analyst who will manage and ensure the Work performance:

(given name, surname)

Information about the Tenderer’s responsible Expert who will manage and ensure the Work performance:

(given name, surname)

Information about the Tenderer’s responsible Technical Expert who will manage and ensure the Work performance:

(given name, surname)

Information regarding subcontractors, if any will be involved

<table>
<thead>
<tr>
<th>The subcontractor involved by the Tenderer meets the following entrepreneur status (mark as appropriate for each subcontractor):</th>
<th></th>
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<tbody>
<tr>
<td>o Small enterprise (an enterprise which employs fewer than 50 persons and which have an annual turnover and/or annual balance in total not exceeding EUR 10 million);</td>
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</tr>
<tr>
<td>o Medium enterprise (an enterprise which is not a small business, and which employs fewer than 250 persons and which have an annual turnover not exceeding EUR 50 million, and/or annual balance in total not exceeding EUR 43 million).</td>
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</tbody>
</table>

Information on whether the Tenderer is/is not regarded as affiliated undertaking of the Joint-Stock Company “Conexus Baltic Grid” for the purpose of the Law On Enterprise Income Tax (if necessary)

Information on whether the Tenderer is/is not registered in a country with which the Republic of Latvia has concluded the Convention on the prevention of imposition of double taxation and tax evasion (if necessary)

Tenderer’s name, registration number and VAT-payer number:

Legal address: ________________________________________________________________

Position, given name, surname, phone number, fax number and e-mail of the tenderer’s contact person authorised to deal with issues related to the tender during the Contest:

Annexed:
Annex 3

Conexus Baltic Grid 2017/03

Description of the Tenderer’s experience

<table>
<thead>
<tr>
<th>No.</th>
<th>Information regarding the service recipient, by indicating contact person and contact information – phone number, e-mail</th>
<th>Provided project(Study) (service description, by describing substance of the service provided)</th>
<th>Project (Study) total costs EUR</th>
<th>Service provision time /period</th>
</tr>
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<tbody>
<tr>
<td>1.</td>
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<td>5.</td>
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</table>

Date: Full given name, surname: ____________________________

Position: ____________________________________________

Signature¹: __________________________________________

L.S.

¹ Application is signed by the person entitled to represent the tenderer or the authorised person (in this event an authorisation must be enclosed).
CURRICULUM VITAE (CV) FORM
FOR THE PROPOSED STAFF

Given name, surname: ________________________________________________
Profession: __________________________________________________________
Contact information: _________________________________________________

MAIN QUALIFICATION:
Provide a detailed description of the staff experience and education, which comply with subject matter of the present procurement.

EDUCATION:
Please enclose the copies of diplomas/qualification documents!

<table>
<thead>
<tr>
<th>Time period</th>
<th>Name of the educational establishment</th>
<th>Education, degree acquired</th>
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</table>

WORK EXPERIENCE:
Starting with the current position, please, specify all the positions (relating to the required qualification and experience in this procurement procedure), specifying the periods of employment, the working place names, positions and briefly describing the job duties performed.

<table>
<thead>
<tr>
<th>Time period From (mm, year) – to (mm, year)</th>
<th>Working place, contact person, tel., e-mail</th>
<th>Position</th>
<th>Work content</th>
</tr>
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<tbody>
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</table>

LANGUAGES: self-assessment in accordance with the Common European Framework of Reference for Languages learning

<table>
<thead>
<tr>
<th>English</th>
<th>Basic user</th>
<th>Independent user</th>
<th>Proficient user</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>A2</td>
<td>B1</td>
<td>B2</td>
</tr>
<tr>
<td>C1</td>
<td>C2</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

ACKNOWLEDGMENT:
I, the undersigned, hereby certify that the present information correctly describes me, my qualifications and experience.

Given name, surname: ________________________________________________
Signature: __________________________________________________________
Date: __________________________
CONTRACT No ____________

Riga, _____ of ____________ 201__

1. Contracting Parties
The parties of this Contract (further referred to as the Contract) are as follows:

1.1. Customer: Joint Stock Company "Conexus Baltic Grid", registered office at Aristida Briana Street 6, Riga, LV-1001, Latvia, unified registration number 40203041605, represented by ___________________________ and _______________________________, acting in accordance with the Articles of Association; and,

1.2. Contractor: ___________________________, registered office at ______________________________, registration number ________________________, represented by the ____________________________, acting in accordance with ________________; the Customer and the Contractor jointly referred to as the “Parties” or each separately as the “Party”.

2. Object of the contract
2.1 In accordance with the conditions and procedures stipulated in this Contract, its Annexes and the Regulations of the Open Contest “The Feasibility Study and Cost-Benefit Analysis for the Enhancement of Latvia-Lithuania Interconnection” (procurement identification number: Conexus Baltic Grid 2017/3) the Contractor undertakes to provide the Customer with the study “The Feasibility Study and Cost-Benefit Analysis for the Enhancement of Latvia-Lithuania Interconnection” (hereinafter referred to as the “Study”), whereas the Customer is willing for the Study to be provided by the Contractor.

3. FEE AND payment procedure
3.1 Any payments to the Contractor for the Study performed in accordance with the conditions described in the Contract will be made only after the Customer has signed grant agreement with the INEA for implementation of the measure “The Feasibility Study and Costs-Benefits Analysis for the Capacity Enhancement of Latvia–Lithuania Gas Interconnection”, activity number 8.2. 1 - 0001 -17 -LTLV-S-M.

3.2 The Customer is obliged to pay the Contractor for the Study performed in accordance with the Contract in the amount of ………………………………………….. euros (……………….. €) (hereinafter referred to as the “Fee”), excluding VAT. The Contractor will present invoices to the Customer in three parts after completing each deliverable mentioned in clause 4.1.2., 4.1.3., 4.1.4.

3.3 The Customer has the right to reduce the Fee in the amount of which the value of the Study is lessened for the Customer, in case the Study is incompliant with the Contract and the corresponding procurement documentation described in clause 5 of this Contract. For the purposes of this clause the value of the lessened Study corresponds to the projected expenses needed to make the Study compliant with the Contract conditions and/or in the amount of which the Study is less valuable to the Customer if it would have been done in accordance with the Contract conditions. The Customer has an obligation to notify the Contractor of the reduction of the Fees in writing with an explanation for the reduction and with the scope of
3.4 The Parties have agreed that the Customer shall pay to the Contractor for the Study completed and accepted by the Customer in three parts – after completion of each deliverable referred to in the clause 4.1.2., 4.1.3., 4.1.4., but not exceeding the total Fee mentioned in the clause 3.2.

3.5 Each payment under this Contract shall be paid to the Contractor within 30 (thirty) days after the Customer has accepted the completion of the corresponding deliverable and the conformity of eligible documents which is certified by the statement of acceptance of the Study and which is signed by both Parties and after receiving the Contractor’s invoice.

3.6 The Parties have agreed that the payments will be made to the Contractor based on the invoices presented by the Contractor and in accordance with the statement of acceptance of the Study.

3.7 The Contractor shall deliver each deliverable of the Study no later than the given dates mentioned in clause 4.1. Prior to the acceptance of the Study delivered the Customer shall review each deliverable mentioned in clause 4.1. within 15 (fifteen) working days after the receipt of all eligible documents. Eligible documents consist of the following documentation:

3.7.1 the complete deliverable of the study documentation, referred to in clause 4.1.;

3.7.2 the invoice with documented man-hours, which are spent to implement the deliverable of the Study, mentioned in clause 3.7.1..

3.8 The Customer shall accept the eligible documents of the Study if they are submitted by the Contractor in time according to this Contract and their quality is in compliance with this Contract.

3.9 If information and documents referred to in clause 3.7. and provided by the Contractor after its evaluation comply with the requirements set out in this Contract, the Customer prepares the approval and validation of the completed deliverable and the conformity of eligible documents.

3.10 If information and documents referred to in clause 3.7. and provided by the Contractor after its evaluation do not meet the requirements set out in Contract, the Customer prepares and sends its comments to the Contractor. The Contractor submits the requested information to the Customer within 15 (fifteen) working days after the receipt of the comments by the Customer.

3.11 After receiving the correct information and documents referred to in clause 3.10., the Customer evaluates the information and documents, and if they comply with the requirements set out in this Contract, the Customer prepares the approval and validation of the completed deliverable and the conformity of eligible documents.

3.12 After the approval and validation of the completed deliverable and the conformity of eligible documents, the Customer prepares the statement of acceptance of the Study which is signed by both Parties and constitute the grounds for payment to the Contractor for the completed deliverable.

3.13 All payments according to this Contract shall be made by transfer to the bank account of the Contractor indicated in this Contract or the invoice. The Contractor shall be liable for the precision of details of the submitted bank account to the Customer.

4. term of the Study
4.1 The Contractor shall complete the Study until the 30th of July 2018. The Contractor shall observe the following deliverables in the course of completion of the Study (with the approval and validation of the report by the Customer):

4.1.1 presentation of the methodology used in the Study until 15.03.2018.;
4.1.2 completion of the Interim Report of the Study until 31.05.2018.;
4.1.3 presentation of findings and conclusions of the Study until 29.06.2018.;

4.2 In case of a delayed time limit of the Study or if the Contractor fails to implement or to deliver the Study according to the Contract, the Contractor shall pay to the Customer the delay penalty in the amount of 0,5% (zero point five percent) of the Fee for each day of delay until the obligations arising out from this Contract are completed, but not exceeding 10% (ten percent) of the Fee.

4.3 The remedies that are enforced against the Customer are always limited in the amount. In case if this Contract is terminated, the Contractor’s overall responsibility towards the Customer does not exceed the amount of the Fee of the Contract, but if the Contract has been commenced – 10% (ten percent) of the Fee.

4.4 In case of failure to pay for the Study to the Contractor within the established period of time, the Customer shall, at the request of the Contractor, pay the delay charges to the Contractor in the amount of 0,5 % of the unpaid sum for each day of delay, but not exceeding 10% of the unpaid part of the Fee.

4.5 The Customer is not responsible for any expenditure or damages arising from the Contractor’s work stoppage unless the stoppage is caused by the Customer’s actions that are contradicting with the Contract.

4.6 The Contractor shall document all the man-hours which are spent to implement the Study.

4.7 The Contractor may not replace the key personnel provided in the Contract without written consent of the Customer. The replacing personnel shall have the same or higher qualification as described in the Regulations mentioned in clause 5.1.1.

5. documents of the contract

5.1 The rights and obligations of the Parties are designated in the Contract and its Annexes which form an integral part of the Contract. The order of appliance of the contractual documents is as follows:

5.1.1 Regulations of the Open Contest “The Feasibility Study and Cost-Benefit Analysis for the Enhancement of Latvia-Lithuania Interconnection”;

5.1.2 Technical Tender, Technical specification presented by the Contractor;

5.1.3 Tender Proposal Letter;

5.2 In case of contradiction between the Contract and the documents described in clause 5 the Parties undertake to follow the Contract.

5.3 Terms of the Contract will apply to all other agreements made by the Parties in the course of fulfilment of the Contract, unless the Parties agree otherwise.

5.4 All obtained information and data during the Study and delivered by the Contractor in all formats is the exclusive property of the Customer, without any expiration date and territory limitation, and the Customer is free to use such information and data without any additional approval by the Contractor.

6. the rights and obligations of the contractor

6.1 The Contractor is obliged to:
6.1.1 co-ordinate all sub-contractors with the Customer and on the request of the Customer submit additional information (including qualification documents) concerning the sub-contractors who are directly conducting the Study. The Contractor takes full responsibility for the actions and/or failure to act of the sub-contractors even if the sub-contractors have been approved by the Customer;

6.1.2 acquire all authorisations and/or confirmations needed to fulfil the Study or organize the acquisition of the named authorisations and confirmations;

6.1.3 inform the Customer immediately of all circumstances that might prevent completion of the Study in accordance with the Contract;

6.1.4 enable the Customer to check the progress of the Study and give the Customer any kind of information that is connected with the Study or work process;

6.1.5 hand over the Study to the Customer free of any kind of third party claims and it does not infringe copyright of any third parties. The same term applies in case of premature termination of the Contract in accordance with the Contract by one Party if a portion of the Study is handed over during the termination of the Contract;

6.1.6 keep confidential information, which is not limited only to the Customer’s business or commercial information, that was acquired by conducting the Study during and after the Contract validation period for an indefinite period of time;

6.1.7 reply to all notifications and declarations of intention concerning fulfilment of the Contract or Contract disputes within 5 (five) working days;

6.1.8 ensure that the Study will comply with all contractual requirements and/or legislative norms on completion;

6.1.9 be unbiased and independent of any financial interests of third parties, also of any circumstances that might harm the interests of the Customer. The Contractor is obliged to inform the Customer immediately of any circumstances that might conflict with the named obligations;

6.1.10 fulfil other obligations arising from the Contract and the applicable normative acts;

6.1.11 carry out the Study, using their own intellectual and technical resources.

6.2 The Contractor has the right:

6.2.1 to get paid for the completed Study in accordance with the Contract.

7. the rights and obligations of the Customer

7.1 The Customer is obliged to:

7.1.1 take over the completed Study from the Contractor (also digitally presented Study);

7.1.2 sign the statement of acceptance of the deliverables and the Study 5 (five) working days from the date of receipt or give objections to the Study within the named time period;

7.1.3 keep confidential information that was acquired by conducting the Study during and after the Contract validation period for an indefinite period of time. Information that might harm the Contractor’s rights is referred to as confidential;

7.1.4 reply to all notifications and declarations of intention concerning fulfilment of the Contract or Contract disputes within 5 (five) working days;

7.1.5 fulfil other obligations arising from the Contract.

7.2 The Customer has the right to:
stop the Study in its entirety if the Contractor is not fulfilling its contractual obligation and the non-fulfilment might jeopardize the Study process and/or completion of the Study. Stopping the Study does not release the Contractor from the obligation to complete the Study by the due date described in the Contract and the Customer preserves all rights arising from the Contract including the right to penalty as stated in clause 4.2.

8. defects of Study

8.1 If any defects, errors or inaccuracies are detected in the Study or the Study otherwise does not comply with the conditions described in the Contract, the Customer has the right to request from the Contractor free-of-charge elimination of such defects, errors or inaccuracies within a period of time that is reasonable to bring such Study into conformity with the conditions described in the Contract. If the Contractor fails to fulfill the aforementioned request during a reasonable period of time or refuses to eliminate defects, errors or inaccuracies within a reasonable period of time, but not exceeding 10 (ten) working days, the Customer has the right to make any necessary changes in and additions to the Study or have thereof made at the expense of the Contractor, and/or to reduce the Fee according to clause 3.3.

8.2 If the Contractor fails to fulfil the request specified in clause 8.1 within the specified period of time, the Customer has the right to unilaterally withdraw from the Contract without bearing any financial penalties towards the Contractor.

8.3 If the Customer exercises the right specified in clause 8.1 to make any necessary changes in and additions to the Study or has thereof made at the expense of the Contractor, the Contractor shall compensate the Customer for the expenses incurred for making such changes and additions within 10 (ten) days as of receiving a request in writing from the Customer.

8.4 Any approvals given by the Customer during performance of the Study and/or the acceptance of the Study by Customer in conformity with the Contract shall not release the Contractor from the due performance of any obligation under the Contract nor liability and any other consequences provided by the law and/or the Contract upon failure to perform such obligations or undue performance thereof, neither do the aforementioned approvals and/or acceptance of the work by the Customer in accordance with this Contract exclude or restrict the exercise of any rights of the Customer under the Contract. The Contractor shall not be liable for any defects caused by the instructions that the Customer gives to the Contractor during performance of the Contract, provided only that the Contractor informed the Customer in writing of the matter that such instructions endanger due performance of the Study.

9. compensation for damage

9.1 The Parties shall be liable for the non-performance or undue performance of the obligations arising from the Contract pursuant to the procedure and to the extent provided by the Contract and legislation of the Republic of Latvia. If the Contract is violated, the Party may use any legal remedies arising from the legislation or the Contract, whether separately or jointly. The Party shall compensate the other Party for any proprietary damage caused by the non-performance or undue performance of the obligations under the Contract, except for unearned income.

9.2 The Party shall be liable for the damage caused by the activities of its representative (a member of the management board or its substitute body or any other person representing the Party) and persons whom the Party uses for performance of its obligations, including employees, servants, subcontractors, representatives or mandataries in the same manner as for the damage caused by the Party’s own activities.
9.3 The use of any legal remedy provided by the Contract or legislation (the request to perform an obligation, claim for contractual penalty, claim for a late interest or interest, termination of the contract, suspension of performance of its obligations, etc) shall not deprive the suffered Party of the right to additionally demand from the other Party a compensation for all proprietary damage caused to the suffered Party.

9.4 The Contractor’s maximum liability for any damages arising out of or in relation to this Contract, whether in contract, tort, or otherwise, shall be limited to five times the Fee payable under the Contract.

10. force majeure

10.1 A Party shall not be liable for violation of its obligations under this Contract if the Party without an undue delay notifies the other Party that the former violated the obligation due to an obstacle that the Party could not affect and, based on the principle of reasonability, the Party could not be expected to take into consideration such obstacle upon conclusion of the Contract or avoid thereof or overcome such obstacle or its consequences. Neither of the Parties shall be liable for breach of this Contract (other than payment obligations) caused by circumstances beyond the Party’s reasonable control.

10.2 If the obstacle specified in clause 10.1 is only temporary, the Party shall not be liable for violation of the obligation only during the time period when the obstacle affects performance of the obligation.

10.3 If a Party is not liable for violation of the obligation in accordance with clause 10.1, the other Party may suspend performance of its obligation, to demand a late interest in the amount that has fallen due, to terminate the Contract and use legal remedies other than the actual performance of the obligation and the claim for compensation for damage.

10.4 A Party who violates the obligation due to the obstacle specified in clause 10.1 shall immediately notify the other Party of such obstacle and its effect on the Party's ability to perform the obligation after the Party became or should have become aware of the obstacle. Upon failure to notify, the Party shall be liable for damage caused thereby to the other Party.

10.5 In the event that the condition of force majeure continues 40 (forty) days beyond the date of notification, the Parties shall make a new arrangement for the continuation of this Contract, if such an arrangement is possible. If an arrangement cannot be established 45 (forty five) days starting from said notification of force majeure, each Party shall be entitled to terminate this Contract.

11. GOVERNING LAW

11.1 Upon conclusion, performance and termination of the Contract and upon resolution of any disputes arising from the Contract, the provisions of the Contract shall apply and, upon absence of relevant provisions in the Contract, the provisions of the Latvian legislation shall apply.

11.2 The Parties shall seek to solve any disputes or disagreements arising out of this Contract by means of mutual negotiations. If an amicable solution is not reached between the Parties, any dispute, controversy or claim arising out of or in connection with this Contract, or the breach, termination or invalidity thereof, shall be finally settled in the courts of the Republic of Latvia.

12. amendment and expiry of the contract

12.1 The Contract may be amended only by written agreement of the Parties. Any amendments and modifications to this Contract become an integral part of this Contract.

12.2 The Contract shall expire:

12.2.1 by complete performance of the Contract and obligations arising thereof;
12.2.2 by withdrawal from or termination of the Contract in the events specified in the Contract or the legislation on the basis of an application from the Party;

12.2.3 upon termination of the Contract by agreement between the Parties.

12.3 The Customer shall have the right to terminate the Contract:

12.3.1 and demand compensation of entire damage incurred if the Contractor violates the obligations under the Contract or legislation to such an extent that continuation of the Contract is related to substantial additional expenses or risks for the Customer or the continuance of the Contract cannot be expected of the Customer for any other substantial reason (substantial violation of the Contract);

12.3.2 upon the Contractor’s delay in completion of the Study for more than 15 (fifteen) working days, also if it is apparent to the Customer that under the given circumstances the Contractor cannot perform the Study so that the completion of the Study would not be delayed for more than 15 working days.

12.3.3 for any other reason if the Customer compensates the Contractor for all expenses incurred by the latter in conformity with the Contract for performance of the part of the Study that was actually delivered to the Customer;

12.3.4 in other events described in the Contract.

12.4 The Contractor has the right to suspend the performance of the Contract and/or terminate the Contract:

12.4.1 if the Customer delays the payments for the Study for more than 30 (thirty) days as of presenting an invoice by the Contractor to the Customer;

12.4.2 in other events described in the Contract.

12.5 Termination of the Contract by the Party on the grounds specified in the Contract shall take place by a corresponding notice to the other Party in writing.

12.6 Expiry of the Contract shall release both Parties from performance of their obligations under the Contract unless otherwise provided by the Contract.

12.7 Upon termination of the Contract by the Customer on the grounds specified in clauses 12.3.1 or 12.3.2, the Customer shall pay to the Contractor for the completed Study until the date of termination.

12.8 Upon expiry of the Contract for any reasons, including invalidity of the Contract, the provisions that by their nature provide for the rights and obligations of the Parties after expiry of the Contract shall be applied also after expiry of the Contract. The provisions of the above sentence shall particularly apply to the provisions that determine resolution of disputes between the Parties, the obligation to pay the Fee prescribed by the Contract, the procedure for calculation and payment of the Fee, the manner of interpretation of the provisions of the Contract, confidentiality, liability of the Contract and compensation for damage.

13. additional conditions

13.1 The Contractor shall ensure that INEA, the European Commission, the European Anti-fraud Office (OLAF) and the European Court of Auditors may carry out the technical and financial inspections, audits, interim and final evaluations. Such inspections, audits or evaluations may be initiated during implementation of the Study and for the period of ten years starting from the date when the balance has been paid to the Customer.

13.2 The Contractor shall keep all the original documents, in particular accounting and tax records, which are stored on any appropriate media, including originals with the digital original, if they are authorised in accordance with the applicable legislation and in
accordance with the conditions laid down therein, for a period of ten years starting from the balance payment date. Document storage obligation as described in clause 13 is longer, where ongoing audits, appeals, litigation or claims relating to execution of the payment are present.

13.3 If inspection or audit is initiated before starting the balance payment, the Contractor shall provide any information, including information in electronic format requested by the Customer, the European Commission or the INEA, or any other body designated by it. Where appropriate, the Customer, the European Commission or the INEA may require the Contractor to provide this information directly.

Where, after the balance payment inspection or audit is initiated, the following information shall be provided by the Contractor.

The coordinator shall furnish request to the Customer, the European Commission or the INEA or any other external body authorised thereof, including information in electronic format. Where appropriate, the Customer, the European Commission or the INEA may require the Contractor to provide this information directly. If the Contractor fails to comply with the obligations laid down in this clause, the European Commission or the INEA may consider:

(a) any cost insufficient substantiated by information provided by the beneficiary as ineligible;
(b) any unit, lump sum or flat-rate payment contribution insufficiently substantiated by information provided by the beneficiary as undue.

13.3 The Contractor shall allow for the Customer, the European Commission or the INEA staff and external staff, authorised by the Customer, the European Commission or the INEA, access to the sites and premises where the action in relation to this Contract is or was carried out, all the necessary information, including information in electronic format. The Contractor shall ensure that the information is readily available at the time of the on-the-spot visit, and the required information shall be transferred in the appropriate form. If the Contractor refuses access to places, premises and information in accordance with this clause, the European Commission or the INEA may consider:

a) any cost insufficient substantiated by information provided by the beneficiary as ineligible;
b) any unit, lump sum or flat-rate contribution insufficiently substantiated by information provided by the beneficiary as undue.

13.4 Based on the audit findings, the interim review ("audit draft report") is prepared. It shall be forwarded by the European Commission or the INEA or its authorised representative to the Contractor, who must submit observations within 30 (thirty) days from the date of receipt. The final report ("final audit report") shall be sent to the Contractor within 60 (sixty) days after expiry of the time limit for submission of the observations.

13.5 Based on the final audit findings, the European Commission or the INEA may take the measures it deems necessary, including recovery at the time of payment of balance or after exerting payment of the balance for all or part of the payments made.

13.6 The European Anti-fraud Office (OLAF) and the European Court of Auditors shall have the same rights as the European Commission or the INEA, in particular the right of access to inspections and investigations.

13.7 INEA and the Customer shall not be held liable for any loss incurred or suffered by the Contractor, including any injury incurred by third parties as a result of implementation of the Study or during its implementation.

13.8 The Contractor shall indemnify INEA or the Customer for any losses resulting in the course of implementation of the Study, or because the Study was not fully performed, contract performance enforcement to carry out the Study. The conditions described in this clause is not applicable in cases of force majeure event.
13.9 The Contractor shall take all necessary measures to prevent any situation where objective and impartial implementation of the Contract is compromised for reasons connected with the economic interest, political or national affinity, family or emotional life, or any other shared interest with the Customer or any third party relating to the contract subject-matter ('conflict of interest'), in order to carry out the Study.

13.10 Any situation that causes or may cause a conflict of interest when implementing the Contract on delivery of the Contract, the Customer shall be notified in writing without delay. The Contractor shall immediately take all measures necessary in order to remedy this situation. The Customer shall reserve the right to examine whether the measures taken by the Contractor are appropriate, and may require additional measures within a specified time limit.

14. FINAL PROVISIONS

14.1 All declarations of intent related to the Contract and its performance which do not deviate from the conditions of the Contract shall be deemed to be submitted in conformity with the Contract if those declarations of intent have been given to the other Party against signature or sent by letter, fax or e-mail and have been technologically registered (except when the Contract requires that declarations of intent be submitted only in writing), at the following contact addresses or numbers:

14.1.1 The Customer:
AS Conexus Baltic Grid | Phone: +371 67 087 900 | E-mail address: info@conexus.lv
AB Amber Grid | Phone: +_____________________.

14.1.2 The Contractor
Phone: +_____________________.
E-mail address: ........@........

Any declarations of intent related to the Contract and its performance, which do not deviate from the conditions of the Contract, shall be deemed to be valid only if they are given by the accordingly authorised representatives of the persons specified in clauses 15.2.

15. MISCELLANEOUS

15.1 By signing the Contract, the Contractor and the Customer shall confirm that they have sufficiently examined the documents being part of the Contract and have a complete overview, which is sufficient for the performance of the Contract, concerning the volume, scope and other circumstances of the Study to be performed, and they are able to perform the obligations arising from the Contract.

15.2 The contact persons of the Parties shall be:

15.2.1 The Manager of the International Projects Development of the Customers Corporate Strategy Department is Ms. Andra Ješinska, who has the right to represent the Customer on behalf of the Customer in any matters arising from the Contract which do not result in a such change in the conditions of the Contract or in the volume of the Study that the total cost of the Contract would be increased or the content of the ordered work would be substantially changed.
Phone: +371 67087955
E-mail address: Andra.Jesinska@conexus.lv

15.2.2 The ______________________ of the Contractor is .........................., who has the right to represent the Contractor on behalf of the Contractor in any matters arising from the Contract, except for amendment of the Contract.
Phone: +_____________________.
E-mail address: ........@........
15.3 In case the Study or a part thereof, including the documents being the object of the Contract constitute a work subject to copyright protection in accordance with the legislation:

15.3.1 The Contractor shall grant the Customer an exclusive rights regarding proprietary copyrights for an unlimited period of time;

15.3.2 The Contractor shall transfer to the Customer the ownership of the Study, including all documents;

15.3.3 The Fee payable to the Contractor under the Contract shall be deemed by agreement of the Parties to include also the remuneration in the meaning of applicable legislation.

15.4 If any provision of this Contract (in whole or part) is held to be invalid or otherwise unenforceable, the other provisions shall remain in full force and effect. The Parties are obliged to replace the invalid provisions by such a new provision, which approximates as closely as possible to that initially intended.

15.4 This Contract is signed in 2 (two) equally valid originals, one original for each Party.

16. Details and signatures of the Contracting Parties

16.1. Customer:
Joint Stock Company "Conexus Baltic Grid"
Address: Aristida Briana street 6, Riga, LV-1001, Latvia
Unified reg. No. 40203041605
VAT No LV40203041605
Bank: AS „Swedbank”
Account Number: LV08HABA0551042978827
Bank code: HABAL22

________________________

Riga, _________________, 2018

16.2. Contractor:

_____________________

________________________

________________________

Riga, _________________, 2018

AB “Amber Grid”
Address: Savanorių pr. 28, LT-03116 Vilnius, Lithuania
Reg. No. 303090867
VAT No LT100007844014
Bank: AB SEB bankas
Account Number: LT717044060007905969
Bank code: CBVILT2X

________________________

Saulius Bilys, CEO
Vilnius, _____________, 201__