

**OPEN CONTEST**

**“On the Supply of an Odorant Scentinel E or analog odorant”  
REGULATIONS**

**ATKLĀTA KONKURSA  
“Odoranta Scentinel E vai analoga odoranta piegāde”  
NOLIKUMS**

ID Nr. PRO-2021/227

## 1. GENERAL TERMS

- 1.1. Organizer of the open contest is the contracting authority - joint Stock Company "Conexus Baltic Grid" Unified Registration No. 40203041605, Address: Stigu street 14, Riga, LV-1021, Latvia.
- 1.2. The procurement "On the Supply of an Odorant Scintinel E or Odorant analog", ID No. PRO-2021/227 is organized as an open contest in accordance with the Customer's internal regulatory enactments (hereinafter - the Tender). The Competition is organized by the Procurement Commission (hereinafter - the Commission) approved by the decision of the Board of the joint stock company "Conexus Baltic Grid".
- 1.3. The purpose of this Open contest (hereinafter – the Contest) is to openly and publicly select a contractor company (hereinafter – the Tenderer) to enter into the Contract with Tenderer that fulfils all the criteria laid down in the Contest documents (hereinafter – the Contest Regulations) and has submitted the most economically advantageous Tender.
- 1.4. The Contest is organized by the contracting authority publishing the Contest Regulations with annexes (hereinafter - the Regulations), as well as its amendments and answers to the questions asked by the Supplier on the website: <http://www.conexus.lv>.
- 1.5. The invitation to participate in the Contest is also published in the Publications Management System of the Procurement Monitoring Bureau (<https://info.iub.gov.lv/lv/meklet/sps/1>).
- 1.6. The exchange of information between the contracting authority and the Applicants takes place electronically, using e-mail, or by sending documents signed with a secure electronic signature, or by attaching a scanned document to the electronic mail. The information provided orally within the framework of the Contest is not binding.
- 1.7. The authorized representative of the Contracting Authority who will provide information:
  - 1.7.1. with regard to the procedure of the Contest and the Contest Regulations - Leading Procurement Specialist of the Procurement Division of the Legal Department Imants Vulāns, mobile phone (+371) 29358268, e-mail: [imants.vulans@conexus.lv](mailto:imants.vulans@conexus.lv);
  - 1.7.2. with regard to the technical requirements of the Contest (Technical specification): Deputy Head of the Gas Transmission Service of Gas Regulation Stations (GRS) Aleksandrs Bezzubcevs, mobile phone (+371) 29407822, e-mail: [aleksandrs.bezzubcevs@conexus.lv](mailto:aleksandrs.bezzubcevs@conexus.lv).
- 1.8. If the Applicant has timely requested additional information on the requirements included in the Regulations, the Contracting Authority shall provide it within 5 (five) working days, but not later than 6 (six) calendar days before the deadline for submission of tenders and publish answers, indicating the question, on the Customer's website: <http://www.conexus.lv>. The Contracting Authority shall send additional information to the supplier who asked the question electronically to his e-mail address, attaching a scanned document to the e-mail, or by post.
- 1.9. The Applicant must carefully get acquainted with the Regulations, observe all the requirements referred to in the Regulations and its annexes and take responsibility for the compliance of the submitted tender (hereinafter - the Tender) with the requirements of the Regulations.
- 1.10. Submission of the Tender means the Tenderer's clear and final intention to participate in the Tender and acceptance of the terms and conditions included in the Regulations, confirming the understanding of the requirements included in the Regulations. The tender is legally binding on the Tenderer who submitted it. Deficiencies or discrepancies of the Tender revealed later do not give the Tenderer a reason to increase the price of the Tender or extend the term of performance of the Contract.

- 1.11. Each Tenderer may submit only one Tender. The tender must be submitted for the entire amount of the procurement subject.
- 1.12. The Tenderer is not allowed to submit variants of the Offer.
- 1.13. Any provision or condition included in the Tenderer's Tender, which is in conflict with the Regulations and the requirements included therein, may be a reason for rejecting the Tender. The Contracting Authority has the right to reject any Offer that does not comply with the requirements set forth in the Regulations.
- 1.14. The Contracting Authority is not responsible for the incompletely prepared tenders of the Tenderer, if the Tenderer has not taken into account the changes, answers and clarifications regarding the requirements included in the Regulations, which are published on the Contracting Authority website: <http://www.conexus.lv>.
- 1.15. The Tenderer shall fully cover all expenses incurred in connection with the preparation and submission of the Tender. The Contracting Authority does not take any responsibility for these costs, regardless of the result of the Tender.

## 2. INFORMATION ON THE SUBJECT OF THE CONTEST

- 2.1. The subject of the tender is an Odorant Scintinel E or Odorant analog (with similar physical and chemical properties) (hereinafter - the Product) in accordance with the Technical Specification (Annex 1 to the Regulations), the Tender submitted and the provisions of the Contract.
- 2.2. Procurement subject nomenclature (CPV code): 24000000-4 (Chemical products).
- 2.3. Place of performance of the contract: Joint Stock Company Conexus Baltic Grid, Gas Transmission, 14 Stigu Street, Riga, Latvia, LV-1021.
- 2.4. Terms of delivery of Product — DAP (Incoterms 2020).
- 2.5. The Product shall be supplied in several batches pursuant to the delivery schedule (Annex 1 to the Regulations).
- 2.6. Terms of Payment – the payment for the Product shall be effected after receipt of each batch of the Product at the Product delivery location. The Proposal intending the advance payment shall be declined as being non-compliant to the requirements of the Regulations.
- 2.7. The Contest selection criterion is the most economically advantageous tender, which will be determined taking into account Article 6.5 of the Regulations.

## 3. TENDERER SELECTION REQUIREMENTS, DOCUMENTS TO BE SUBMITTED

### 3.1. Requirements for the Tenderer:

3.1.1. The terms of exclusion and the documents to be submitted for their eligibility verification, the qualification requirements and the documents to be submitted to certify their fulfilment:

NON-ELIGIBILITY OF EXCLUSION CONDITIONS			
No.	Exclusion condition, according to which the Tenderer shall be excluded from the participation in the Contest	Documents proving non-eligibility of the exclusion conditions of <u>a person registered or permanently residing in the Republic of Latvia</u>	Documents proving non-eligibility of the exclusion conditions of <u>a person registered or permanently residing in a foreign country</u>

3.1.1.1.	It is found that on the last day for the submission of the Tender, the Tenderer in Latvia or in the country of its registration or permanent residence has a tax debt (including obligatory social security payment liabilities), in total exceeding EUR 150 (one hundred and fifty euros) in any of the countries.	Documents do not need to be submitted.  The Contracting Authority will check non-eligibility of this exclusion condition in the State Revenue Service public tax debtors database on the last data update date.	A statement issued by the respective state institution or extract / printout from the respective state institution database confirming that the Tenderer has fulfilled obligations relating to the payment of taxes or social security contributions in country of his registration.
3.1.1.2.	The Tenderer is declared insolvent, its economic activities are suspended, or the Tenderer is in the process of liquidation.	Documents do not need to be submitted.  The Contracting Authority will check non-eligibility of this exclusion condition in the Register of Enterprises and/or the State Revenue Service public databases.	A statement issued by the respective state institution or extract / printout from the respective state institution database confirming that the Tenderer has not been declared insolvent or wound up and his business activities have not been suspended or ceased.
3.1.1.3.	The Tenderer has provided false information in order to demonstrate compliance with the exclusion conditions or qualification requirements referred to in this Clause or has not provided the requested information.	Documents do not need to be submitted.  The Contracting Authority will check non-eligibility of this exclusion condition in the course of evaluation of the Tender.	
3.1.1.4.	The Tenderer is subject to the restrictions set forth in Section 11 <sup>1</sup> , Paragraph one of the Law on International Sanctions and National Sanctions of the Republic of Latvia.	Confirmation (included in the Letter of Application Form in Annex No. 2) that in relation to the Tenderer, a member of the Tenderer's Board or Council, the beneficial owner, the person entitled to represent or the procurator, or the person authorized to represent the Tenderer in activities related to the branch, no international or national sanctions or significant sanctions of a	1. Confirmation (included in the Letter of Application Form in Annex No. 2) that in relation to the Tenderer, a member of the Tenderer's Board or Council, the beneficial owner, the person entitled to represent or the procurator, or the person authorized to represent the Tenderer in activities related to the branch, no international or national sanctions or significant sanctions of a member state

		<p>member state of the European Union or a North Atlantic Treaty organization affecting the interests of the financial and capital market have been imposed.</p> <p>The Contracting Authority will check non-eligibility of this exclusion condition in the Register of Enterprises and on the websites:</p> <p>1) <a href="https://sankcijas.fid.gov.lv/">https://sankcijas.fid.gov.lv/</a></p> <p>2) <a href="https://www.sanctionsmap.eu/#/main">https://www.sanctionsmap.eu/#/main</a></p> <p>3) <a href="https://sanctionssearch.ofac.treas.gov/">https://sanctionssearch.ofac.treas.gov/</a></p>	<p>of the European Union or a North Atlantic Treaty organization affecting the interests of the financial and capital market have been imposed.</p> <p><b><u>and</u></b></p> <p>2. A statement issued by the respective state institution or extract / printout from the respective state institution database containing information about the Tenderer, members of the Tenderer's board or council, the beneficial owner, the person entitled to represent or the procurator, or the person authorized to represent the Tenderer in activities related to the branch.</p> <p><b><u>and</u></b></p> <p>3. The Contracting Authority will check non-eligibility of this exclusion condition on the websites:</p> <p>1) <a href="https://sankcijas.fid.gov.lv/">https://sankcijas.fid.gov.lv/</a></p> <p>2) <a href="https://www.sanctionsmap.eu/#/main">https://www.sanctionsmap.eu/#/main</a></p> <p>3) <a href="https://sanctionssearch.ofac.treas.gov/">https://sanctionssearch.ofac.treas.gov/</a></p>
3.1.1.5.	The conditions referred to in Clause 3.1.1.1, 3.1.1.2, 3.1.1.3 or 3.1.1.4 herein apply to Tenderer's sub-contractor, if the value of the works to be performed or services provided by this	See Clause 3.1.1.1. – 3.1.1.4.	See Clause 3.1.1.1. – 3.1.1.4.

	sub-contractor is at least 10 percent of the total value of the Contract.		
<b>QUALIFICATION REQUIREMENTS</b>			
<b>No.</b>	<b>Qualification requirement</b>	<b>Documents to be submitted by a person registered or permanently residing in the Republic of Latvia</b>	<b>Documents to be submitted by a person registered or permanently residing in a foreign country</b>
3.1.1.6.	The Tenderer's official who has signed the Tender documents has signatory (representation) rights.	<p>The Contracting Authority will check this condition in public database of the Register of Enterprises.</p> <p>A power of attorney issued to another person to sign the Tender, if other person has been appointed to sign the documents.</p>	<p>1) A statement issued by the respective state institution or extract / printout from the respective state institution database containing information on the Tenderer's officials with representation rights.</p> <p>2) A power of attorney issued to another person to sign the Tender, if other person has been appointed to sign the documents.</p>
3.1.1.7.	During the previous 3 (three) years (2018, 2019 and 2020) and in 2021 in the period up to the date of submission of the tender, the Tenderer has experience in the performance of at least 1 (one) contract (for a similar procurement subject ), with a contract value of at least EUR 50,000.00 (fifty thousand euros and 00 cents) excluding VAT or if the Tenderer is an authorized representative.	<p>A completed form "Tenderer's statement of experience" (form in Annex 5), which contains all the information, so that the Contracting Authority can clearly verify the Tenderer's compliance with the requirements referred to in this Clause.</p> <p>At least 1 (one) positive feedback from the Customer, from which the Customer can verify the Tenderer's compliance with the requirement referred to in this paragraph.</p> <p>If the Tenderer is an authorized representative, then the Tenderer shall submit an authorization document</p>	
3.1.1.8.	The Tenderer has at its disposal all the necessary resources for timely and high-quality performance of the contract.	A document certifying the Applicant's right to sell the Product of a particular manufacturer	

	<p>- The tenderer is a manufacturer or has the right to sell the products of a particular manufacturer and assume warranty obligations necessary for the performance of the procurement contract.</p>	
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3.1.2. In case the Tenderer is a merchant registered abroad, then the Tender must additionally indicate whether:

3.1.2.1. the Tenderer is *considered / not considered* as a related company with the Contracting Authority according of the Law "On Corporate Income Tax";

3.1.2.2. The Tenderer *is / is not* registered in the country with which the Convention for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion (hereinafter - the Tax Convention) has been concluded for the Republic of Latvia.

3.1.3. In case the winner of the Contest is recognized in low-tax or tax-free countries or territories registered merchant or foreign operators, which is a related company with the Contracting Authority according of the Law "On Corporate Income Tax", before the Contract is concluded successful the Tenderer shall be obliged to submit information on the transfer price basis and a justification of the transaction (price) correlation to the market price (value).

3.1.4. Statements and other documents for the verification of the exclusion conditions, which in the cases provided for in the Contest Regulations are issued by the competent institutions of the Republic of Latvia, will be accepted and recognized by the Contracting Authority on the condition that they are issued not earlier than one month before the date of submission; statements and other documents issued by foreign competent authorities will be accepted and recognized by the Contracting Authority on the condition that they are issued not earlier than six months before the date of submission, where the authority issuing the statement or document has not specified a shorter period of its validity.

In case, if requested statement from the relevant foreign competent authority (containing the information on the Tenderer's board and council members, beneficial owner (-s), person (-s) having the right of representation or proctor (-s), or a person (-s) who is authorised to represent the Tenderer in activities related to a branch or information that the beneficial owner cannot be identified) is not issued, these documents may be replaced by an oath or, if oath is not provided by the laws and regulations of the respective state, by a statement drawn up by the Tenderer itself to a competent executive or judicial authority, a sworn notary or a competent authority of the respective sector in the country of registration of the Tenderer. The Contracting Authority may also individually obtain the information necessary for the verification of the Tenderer registered abroad provided for Section 11<sup>1</sup> Paragraph one of the Law on International Sanctions and National Sanctions of the Republic of Latvia.

3.1.5. If the Commission finds that in accordance with the information posted on the date of the last data update of the public tax debtors' database of the State Revenue Service to the Applicant or Article 3.1.1.5. of the Regulations. the person referred to in paragraph 1 has tax debts (including debts of mandatory state social insurance contributions) in the total amount exceeding 150 euros on the last day of the deadline for submission of tenders, the Commission shall set a deadline of 10 days after the date of issue or dispatch on the last day of the term there were no tax debts (including debts for mandatory state social insurance

contributions), which in total exceed 150 euros. If the confirmation is not submitted within the specified term, the Commission shall exclude the Applicant from participation in the Tender.

3.1.6. The Applicant, in order to certify that he, as well as Article 3.1.1.5. to the person referred to in paragraph 3.1.5., there were no tax debts (including the debt of mandatory state social insurance contributions), which in total in Latvia exceeds 150 euros, within the period referred to in paragraph 1:

3.1.6.1. a printout certified by the relevant person or his or her representative from the electronic declaration system of the State Revenue Service or a statement from the State Revenue Service that this person did not have the relevant tax debts (including the debt of mandatory state social insurance contributions);

3.1.6.2. A copy of the decision issued by the State Revenue Service regarding the extension or postponement of the term for payment of taxes or a copy of the agreement with the State Revenue Service regarding the payment of tax debt, or other objective evidence regarding the absence of tax debts.

### 3.2. **Documents to be submitted:**

When submitting the Tender, the Tenderer must attach the following documents confirming its right to participate in the Contest, as well as provide general information about the Tenderer:

3.2.1. Letter of application for participation in the Contest, completed and executed in accordance with the form attached in Annex 2 to the Contest Regulations.

3.2.2. Tenderer's selection documents, in accordance with the provisions of Clause 3.1. of the Contest Regulations, and in the case of a tender submitted by an association of suppliers or a partnership, a partnership agreement and / or arrangement, minutes or other document signed by all persons included in the association or partnership must indicate the extent of each person's responsibilities and division of roles. the member is authorized to represent the suppliers' association or partnership for the submission of a tender and the conclusion of the procurement contract, as well as any part of the procurement contract will be performed by each member of the suppliers' association or partnership).

### 3.2.3. Technical Tender:

3.2.3.1. The Tenderer must prepare the Technical Proposal in accordance with the provisions of the Technical Specification, using form in Annex 3 to the Contest Regulations).

3.2.3.2. The Tenderer must prepare and submit the tender in such a way that it contains all the information necessary for the evaluation process in accordance with the provisions of the Regulations.

3.2.3.3. Technical description of the Product and specimens or copies of certificates in accordance with the requirements set forth in the Technical Specifications.

3.2.3.4. Copies of the conformity declaration and manufacturer's certification of the Products (in Latvian or English or Russian) and technical parameters of the Products pursuant to the requirements of the Technical Specification (Annex 1 to the Regulations).

3.2.3.5. **The Tenderer must submit scent sample of the Product.**

3.2.3.6. The Tenderer is entitled to include in the Technical Tender any other documents and information that the Tenderer deems necessary to indicate.

### 3.2.4. Financial Tender:

3.2.4.1. The financial Tender shall be drawn up by the Tenderer and submitted in accordance with the form in Annex 3 to the Contest Regulations.



3.2.4.2. The Tenderer shall include in the Tender all costs related to the performance of the Contract, including all fees, taxes (except for value added tax (VAT)) that the Tenderer may incur in connection with the timely and high-quality performance of the Contract.

3.2.4.3. In the financial offer, prices / amounts must be indicated in EUR without VAT. The total amount of positions and the total amount of the contract must be calculated and indicated to the nearest 2 (two) decimal places.

3.2.4.4. The prices quoted by the Tenderer shall be fixed for the entire Contract execution term and they may not be subject to any subsequent recalculations, except as provided for in the Contest Regulations and/or Contract.

3.2.4.5. Terms of Payment – the payment for the Product shall be effected after receipt of each batch of the Product at the Product delivery location. The Proposal intending the advance payment shall be declined as being non-compliant to the requirements of the Regulations.

3.2.4.6. Rows and their number may be added to the financial tender form, but the already indicated / defined columns may not be deleted.

3.2.4.7. The Contracting Authority may request the Tenderer to provide a more detailed price formation mechanism.

## 4. TENDER

### 4.1. Preparation and execution of the Tender:

4.1.1. The tenderer shall prepare and submit the tender in one of the following ways:

4.1.1.1. in paper format in one original copy and an additional copy of the offer in electronic format (PDF format (with search capability)) stored in the electronic data carrier (CD, DVD or USB flash drive);

4.1.1.2. in electronic format (.doc, .docx, .xls, .xlsx, .odf or .pdf), in compliance with regulatory enactments regarding the execution of electronic documents, signed with a secure electronic signature, which contains a time stamp and which is inserted in the electronic data carrier (CD, DVD or USB flash drive). The offer may not contain computer viruses and other malicious software or their generators.

4.1.2. Requirements for the tender in paper format (if prepared and submitted in accordance with the provisions of clause 4.1.1.1):

4.1.2.1. All documents and copies, if the tenderer has submitted a copy of a document, must be drawn up in accordance with the Law on Legal Validity of Documents and Cabinet Regulation No. of 4 September 2018. 558 “Procedures for Development and Execution of Documents”. If a copy of a document is not certified in accordance with the requirements of the regulatory enactments referred to in this subsection, the Customer, if he has doubts about the authenticity of the submitted document, may request the Applicant to present the original document or submit a certified copy.

4.1.2.2. Tender documents must be clearly legible, without corrections or erasures.

4.1.2.3. A table of contents must be inserted at the beginning of the offer.

4.1.2.4. The documents in the tender must be arranged in the following order:

4.1.2.4.1. Table of Contents;

4.1.2.4.2. Application letter;

4.1.2.4.3. Selection documents;

4.1.2.4.4. Technical tender;

4.1.2.4.5. Financial tender.

4.1.2.5. The tender in paper format must be numbered (the pages of the tender and its annexes must provide common numbering), bound with durable thread or cord. The threads must be firmly fastened

by sticking a sticker on the back of the Offer. The place of the seam must be confirmed with the Tenderer's stamp (if the Tenderer has one) and the handwritten signature of the Tenderer's representative with the right to sign, indicating the number of decrypted pages in the tender. The tender must be designed in such a way as to prevent the sheets from being replaced without damaging the mounting.

4.1.2.6. The original paper tender must be marked "Original" accordingly. In case of discrepancies between the original offer in paper format and the electronic copy, the original of the Offer shall prevail.

4.1.2.7. If errors have been corrected or changes or additions have been made to the Tender Documents prior to the submission of the Tender, this must be indicated at the end of the relevant Tender Document and certified by the signature of the person signing the Tender and the accompanying documents.

4.1.2.8. The electronic copy of the offer must not contain computer viruses and other malicious software or their generators.

4.1.3. Requirements for the tender in electronic format (if prepared and submitted in accordance with the provisions of clause 4.1.1.2):

4.1.3.1. In drawing up the tender, the Tenderer shall comply with the Law on Legal Validity of Documents, the Law on Electronic Documents, the Cabinet of Ministers Regulations No. of 4 September 2018. 558 "Procedure for Development and Execution of Documents" and Cabinet of Ministers Regulations No. 473 "Procedures for Development, Execution, Storage and Circulation of Electronic Documents in State and Local Government Institutions and Procedures for Circulation of Electronic Documents between State and Local Government Institutions or Between These Institutions and Natural and Legal Persons" regarding the Development of Documents, Execution, Electronic Documents, as well as the preparation of electronic copies of printed documents and their legal force.

4.1.3.2. The Applicant is entitled to certify all derivative documents and translations in the tender by submitting one joint confirmation, which applies to all derivative documents and translations.

4.1.3.3. Electronic copies of documents are attached to a separate file (.pdf, .jpg, .tiff or .png), the signature is signed in one of the following ways:

4.1.3.3.1. in a separate file, which together with the copy shall be signed with a secure electronic signature and time stamp as one file;

4.1.3.3.2. if the electronic copies of the document are in .pdf format, attaching a secure electronic signature containing a time stamp.

4.1.3.4. The documents included in the tender must be signed together as one file, including a separate file indicating the attached files (file name and short content).

4.1.3.5. The tender may not contain computer viruses and other malicious software or their generators.

4.1.4. The tender must be prepared in Latvian or English or Russian. Documents submitted in other languages must be accompanied by a translation into Latvian or English or Russian, certified in accordance with the Cabinet of Ministers Regulations No. 291 "Procedures for Certifying Translations of Documents into the State Language". Conformity of the translation of the documents to the original.

4.1.5. The tender documents must be clearly legible, without corrections, in order to avoid any doubt or misunderstanding as to the words and figures and without insertions, erasures or mathematical errors. In the event of any inconsistency between the numerical value designations in words and numbers, the designation in words shall prevail.

4.1.6. The tender and confirmations must be signed by the Tenderer's representative with the right to sign or his / her authorized person (attaching the power of attorney in the Tenderer's selection documents section). The power of attorney must specify the scope of the rights and obligations conferred on the authorized representative.

4.1.7. The Tenderer shall ensure the secure packaging of the Tender (and a copy) so that the information included in the Tender is not available until the moment of opening the tenders without damaging the packaging.

4.1.8. The Paper Tender with an additional copy of the Tender in electronic format or the Tender in electronic format must be placed in a package (for example, an envelope). The packaging must be closed so that the information included in the Tender is not available until the opening of the tenders without damaging the packaging, and it must bear the following inscription:

**Joint Stock Company “Conexus Baltic Grid”  
Stigu Street 14, Riga, LV-1021**

**Tender in an open contest “On the Supply of an Odorant Scintinel E or Odorant analog”  
ID no. PRO-2021/227**

**Do not open before 5 November 2021 at 14:00**

**Open only in the presence of the Procurement Commission!**

4.1.9. The name, registration number and legal address of the Applicant must be indicated on the packaging.

4.1.10. The Contracting Authority is not responsible for the premature opening of an Offer that has not been drawn up in accordance with the above requirements. The Contracting Authority has the right, but not the obligation, to reject such Offer.

4.1.11. If, in the opinion of the Tenderer, any of the components of the tender is considered to be a trade secret, the Tenderer shall indicate this in its tender. Information that is generally available in accordance with regulatory enactments, including information included in the Regulations, cannot be recognized as a trade secret.

4.1.12. The Tenderer is entitled to make additions / corrections to the Tender or withdraw the Tender before the deadline for submission of Tenders.

4.1.13. Tender additions, corrections and withdrawal must be prepared and submitted in writing in person, by courier or by post to the Contracting Authority address (Stigu Street 14, Riga, LV-1021) until the deadline for submission of tenders, in a sealed package. Article 4.1.9 of the Regulations must be indicated on the packaging. the information specified in paragraph and the notation “Additions to the Offer”, “Amendments to the Offer” or “Withdrawal of the Offer”.

4.1.14. The withdrawal is of an unconditional nature and it excludes the Applicant's further participation in the Tender.

## **5. ADDITIONAL INFORMATION REGARDING THE CONTEST**

### **5.1. Additional information regarding the contest**

5.1.1. The exchange of information between the Contracting Authority and the Tenderers takes place electronically, using e-mail, or by sending documents signed with a secure electronic signature, or by attaching a scanned document to the electronic mail. Oral information in the context of the Contest is not binding.

5.1.2. A Tenderer requiring any clarification of the Contest Regulation may send the questions to the Contracting Authority's contact person specified in Clause 1.7. by email. If the Tenderer has timely requested additional information on the requirements provided for in the Contest Regulations, the Contracting Authority shall respond to such requests for clarification within 5 (five) working days, but no later than 6 (six) days prior to the deadline for the submission of Tenders. The additional information / responses will be sent to the enquirer electronically to the enquirer's e-mail address (attaching a scanned document to the e-mail message).

5.1.3. The Contracting Authority will publish the Contest Regulations, any amendments thereof, answers to the questions of Tenderers on the Contracting Authority's website: <https://www.conexus.lv>. The Contracting Authority shall not be held liable for the Tenders inadequately drawn up by the Tenderers, should the Tenderer fail to take into account the amendments, answers and updates regarding the requirements provided for in the Contest Regulations published on the Contracting Authority's website: <https://www.conexus.lv>.

## **5.2. Place, time and procedure for submission of tenders**

5.2.1. The Tenderer must submit the Tender and the attached documents to the joint stock company "Conexus Baltic Grid", 14 Stigu Street, Riga, LV-1021, by 5 November 2021 at 14:00 (Latvian time), on working days from 8:00-12:00 and from 13:00 to 16:30, on Fridays from 08:00 to 12:00 and from 13:00 to 15:30.

5.2.2. Upon receipt of the Tender, the date, time, name and registration number of the Tenderer shall be registered.

5.2.3. The Tender may be delivered by courier or submitted in person, or sent by post, provided that the Tender will be received at the place and time of submission of Tenders specified in Clause 5.2.1.

5.2.4. The Tenderer shall undertake the risk for delivery of the Tender in time.

5.2.5. If a Tender is submitted after the specified closing time of submission (Clause 5.2.1 herein), or if a Tender is not arranged in such a way that it cannot be viewed before the official opening of the Tenders, the Tender will be registered and returned to the Tenderer's representative or sent back to the Tenderer by post unopened (in the same condition as received), regardless of delay reason.

5.2.6. The Tenderer may amend, supplement or withdraw the submitted Tender only until the deadline for submission of Tenders. If amendments or additions are submitted after the deadline for submission of Tenders or they are not arranged in such a way that the included information is not available until the opening of Tenders, they shall be registered and returned unopened (as received) to the Tenderer's representative or sent back to the Tenderer unopened (in the same condition as received), regardless of delay reason.

## **5.3. Opening of Tenders**

5.3.1. Tender documents, including Amendments and Withdrawals, shall be opened by the Committee, in the conference room of the JSC "Conexus Baltic Grid", 14 Stigu street, Riga, LV-1021, Latvia on **5. November 2021 at 14:00** (Latvian time).

5.3.2. Representatives of the Tenderers may participate in the Proposals Opening Meeting. The Tenderer's representatives shall present an identity document, a document on the Tenderer's right of representation, procurator or power of attorney, announce the name of the represented Tenderer, address and own position and contact telephone number.

**5.3.3. In case of restrictions in force in the country on the day of opening of tenders, due to the emergency situation due to the spread of COVID-19, including restrictions on assembly, the opening of submitted tenders will take place without the participation of tenderers' representatives.**

5.3.4. Packages bearing the inscription "Tender Withdrawal" shall be opened first. Tender documents, in respect of which a notice of withdrawal is submitted, shall not be opened. Withdrawal is unconditional and excludes the Tenderer's further participation in the Contest.

5.3.5. Tenders will be opened in the order of their submission. The Committee opens the submitted Tender and the Chairman reads the basic data: time of submission of the Tender, name of the Tenderer, registration number, total amount / prices of the offered contract. The chairperson of the meeting shall sign the original copy of the financial Tender (if the Tender is submitted in paper format).

5.3.6. Packages with the inscription “Additions to the Tender” / “Amendments to the Tender” are opened sequentially with the opening of the package of the respective Tenderer's Tender.

5.3.7. Tenderers representatives do not participate in Tenders evaluation process. The Committee evaluates Tenders in closed meetings.

#### **5.4. Tender Validity**

5.4.1. The validity period of the Tenderer's Tender is not less than 90 (ninety) days after the deadline for submission of Tenders specified in Clause 5.2.1. Tenders with a lower validity may be considered ineligible and may be rejected.

5.4.2. The Tender is binding on the Tenderer until the shortest of the following terms: the entire term of validity of the Tender, or until the day of concluding the Contract or receiving the notice on rejection of the Tender.

5.4.3. The Contracting Authority may request the Tenderer to extend the period of the Tender validity for a specified period of time. The Tenderer vested by the extension will not be permitted to modify his Tender, Tender prices or content.

### **6. EXAMINATION OF TENDERS, DETERMINATION OF THE MOST ECONOMICALLY ADVANTAGEOUS TENDER AND MAKING A DECISION**

#### **6.1. Examination of the drawing up and validity period of the submitted Tenders**

6.1.1. The Committee will inspect the arrangement of the Tenders submitted by the Tenderers and their validity term. In the event of drawbacks found in the arrangement of the Tender, the Committee will assess their materiality and decide on further consideration of the Tender. The Committee is entitled not to consider a Tender, if it finds that:

6.1.1.1. The Tender is not signed;

6.1.1.2. The Tender has such arrangement non-compliances that have a significant effect on the assessment of the Tender;

6.1.1.3. Not all documents (except Technical Tender, submission of it is optional) referred to in Section 3 have been submitted;

6.1.1.4. The validity term of the Tender does not correspond to the one specified in Clause 5.4 herein;

6.1.1.5. The Tenderer has submitted several variants of the Tender in breach of Clause 1.12. herein.

#### **6.2. Verification of Tenderer selection requirements**

6.2.1. The Committee will assess the compliance of the Tenderer's Tenders with Clause 3.1 herein.

6.2.2. The Tenderer will be excluded from the participation in the Contest, if it complies with any of the exclusion conditions referred to in Clause 3.1 herein.

6.2.3. The Committee will perform the examination of the exclusion conditions only for the Tenderer who, in accordance with the Contest Regulations, should be awarded the contract.

6.2.4. The Tenderer's Tender will be rejected if the Tenderer does not comply with any of the qualification requirements provided for in Clause 3.1 herein.

### **6.3. Evaluation of the Technical Tenders**

6.3.1. The Committee checks the compliance of the Applicants' technical tenders with the Regulations, including Article 3.2.3 of the Regulations. and the requirements of the Technical Specification.

6.3.2. The Tenderer's tender shall be rejected if the Commission finds that all the technical tender documents have not been submitted or that they and their content do not comply with the requirements of the Regulations and / or the Technical Specification.

### **6.4. Evaluation of the Financial Tenders**

6.4.1. The Tenderer's Tender will be rejected if the Committee finds that the documents of the Financial Tender have not been submitted or such documents or their content do not comply with the requirements of the Contest Regulations.

6.4.2. The Committee will check for arithmetic errors in the Tenderers' Tenders. If any arithmetic errors are found, the Committee will correct them. In case of error correction, the Committee will notify the Tenderer whose errors have been corrected, also informing the Tenderer about the corrected amount.

6.4.3. The reasonably adjusted price of the Tender is considered binding on the Tenderer. If the Tenderer does not agree with the reasonably made correction of errors by the Committee, its Tender shall be rejected.

6.4.4. If an arithmetical error in the calculation of taxes has been founded in the financial Tender, the Committee shall correct it in accordance with the tax calculation procedure specified in regulatory enactments.

6.4.5. In case of any inconsistency between the numerical value designations in words and numbers, the word designation shall prevail.

6.4.6. In assessment of the financial Tender with arithmetical errors, the Committee will take into account the corrections.

6.4.7. An unreasonably cheap Tender:

6.4.7.1. The Committee will check if the Tenderer has not quoted an unreasonably low price. If the Committee finds a Tender to be unreasonably cheap, it will request the Tenderer in writing to explain in detail the relevant conditions for the implementation of the Tender.

6.4.7.2. The Committee, in consultation with the Tenderer will evaluate the explanations provided. The Committee has the right to require that the Tenderer provides a printout from the State Revenue Service's electronic declaration system on the average hourly rates of occupational groups of the Tenderer and the subcontractors specified in its Tender, if the State Revenue Service collects such data.

6.4.7.3. The Committee will reject a Tender as unreasonably cheap, if the explanations provided do not justify the Tenderer's proposed low price or costs, or where the price or costs do not include costs related to the compliance with the requirements of the environmental, social and labour law and occupational safety laws and regulations and collective agreements.

### **6.5. Determination of the most economically advantageous Tender**

The winner of the Tender shall be the Tenderer having submitted the lowest price bid to the Contracting Entity that fully complies with the requirements of the Regulations.

### **6.6. Making a decision**

6.6.1. After the assessment of the Tenders, the Committee will pass one of the following decisions:

6.6.1.1. To award the contract to the Tenderer who has submitted the most economically advantageous Tender compliant with the requirements of the Contest Regulations;

- 6.6.1.2. To terminate the Contest, if:
  - 6.6.1.2.1. No Tenders have been submitted;
  - 6.6.1.2.2. Tenderers do not comply with the selection requirements;
  - 6.6.1.2.3. Tenders non-compliant with the Contest Regulations have been submitted;
  - 6.6.1.2.4. Tenders are recognised as unreasonably cheap.
- 6.6.1.3. To interrupt the Contest, if:
  - 6.6.1.3.1. Only one Tenderer has submitted a Tender and the Committee finds that the qualification requirements are not objective and proportionate. If the qualification requirements set out in the Contest Regulations are objective and proportionate, the Committee shall decide whether the only Tender is appropriate to the needs of the Contracting Authority and economically advantageous, and whether it is possible to enter into a Contract with the sole Tenderer;
  - 6.6.1.3.2. The next Tenderer who has offered the most economically advantageous Tender, is to be regarded as one market participant together with the initially selected Tenderer who has been awarded the procurement contract;
  - 6.6.1.3.3. There is an objective justification.
- 6.6.2. In case of termination or interruption of the Contest, the Contracting Authority does not assume any obligations towards the Tenderers.

## **7. NOTIFICATION OF THE DECISION, CONTRACT NEGOTIATIONS AND SIGNING OF CONTRACT**

- 7.1. The Committee informs the Tenderers about the decision taken in the Contest electronically by e-mail.
- 7.2. The Tender submitted by the winner of the Contest is the basis for concluding the Contract.
- 7.3. Upon concluding the Contract with the winner of the Contest (hereinafter in this Paragraph - the Contractor), the following provisions will be mandatory
  - 7.3.1. The Contractor is obliged to provide the Services in compliance with the requirements of the laws and regulations of the Republic of Latvia and the European Union. Any questions concerning the interpretation and enforcement of the Contract will be governed by laws of the Republic of Latvia. Any dispute shall be settled in the court of Latvia in accordance with the laws and regulations of the Republic of Latvia;
  - 7.3.2. Delivery schedule and transfer of product.
  - 7.3.3. The Customer may apply a penalty of 0.1% of the total amount of each delivery batch for each business day the delivery of the Product batch is delayed, but not exceeding 10% of the total amount of each delivery batch. Payment of the penalty shall not exempt the Contractor from the duty to perform the Agreement. The Customer shall be entitled to withhold the penalty calculated for the Contractor from the amount of the Agreement payable to it for the delivery of the Product.
- 7.4. The successful Tenderer shall, within the period of 30 days, after receiving an e-mail from the Contracting Authority of the results of the Contest, sign the Contract with the Contracting Authority.
- 7.5. If the Contracting Authority and the winner of the Contest do not conclude the Contract within 30 (thirty) days from the day when the Contracting Authority has informed the Tenderer about the result of the Contest, the Contracting Authority is entitled to refuse to enter into the Contract with the winner

of the Contest. In such a case, the Contracting Authority has the right to invite to the Contract negotiations the Tenderer who has submitted the next most economically advantageous Tender or to terminate the Contest without selecting any Tender. If a decision has been made to award the procurement contract to the next Tenderer who has offered the most economically advantageous Tender, but he refuses to conclude the procurement contract, the Contracting Authority shall decide to terminate the Contest without selecting any Tender.

- 7.6. If the Tender is submitted by only one Tenderer, who has also been recognized as the winner of the Contest and is a recognized low-tax or tax-free countries or territories registered merchant or foreign operators, which is a related company with the Contracting Authority according of the Law "On Corporate Income Tax", before the Contract is concluded successful Tenderer shall be obliged to submit information on the transfer price basis and a justification of the transaction (price) correlation to the market price (value).
- 7.7. If an Tenderer (a merchant or foreign operator) has been recognized as the winner of the Contest, developing a permanent representation office for the purpose of Tax Convention or the Law "On taxes and duties", the successful Tenderer shall be obliged to submit all the necessary supporting acknowledgements requested by the Contracting Authority associated with the permanent representation.
- 7.8. If the Tender is submitted by an association of suppliers that is not registered at the Commercial Register or an equivalent foreign register, in case it is awarded the Contract it shall before signing the Contract at its own choice either register a partnership at the Commercial Register of the Register of Enterprises or an equivalent foreign register or to conclude a partnership agreement agreeing on the scope of responsibility of the members of the association of suppliers, as well as on the fact that the members of the association of suppliers are jointly and severally liable towards the Contracting Authority (hereinafter - the partnership agreement).
- 7.9. If the association of suppliers that has submitted the Tender and has been awarded the Contract chooses to establish a general partnership, it shall within 20 (twenty) calendar days following the day of the adoption of the decision on awarding the Agreement submit to the Contracting Authority references issued by the Commercial Register of the Register of Enterprises or a certified copy issued by the respective foreign institution or another document certifying the Tenderer's legal capacity and capability, as well as a document certifying the VAT payer's status of the Tenderer.
- 7.10. If the documents referred to in Clause 7.9. herein are not submitted to the Contracting Authority by the deadline specified therein, it will be considered that the Tenderer (the association of suppliers) has refused to sign the Contract.

## **8. RIGHTS AND OBLIGATIONS OF THE PROCUREMENT COMMITTEE, RIGHTS AND OBLIGATIONS OF THE TENDERER**

- 8.1. Rights of the Committee:
  - 8.1.1. to make a written request to the Tenderer to specify the Tender / submitted information and to provide detailed explanations;
  - 8.1.2. to invite the Tenderer to an explanatory meeting (online; in person - if possible) to clarify / explain the details of the Tender;
  - 8.1.3. to carry out qualification requirement verification only for the Tenderer, who should be awarded the procurement contract;



- 8.1.4. to reject the Tenderer's Tender if the Tenderer has provided false or misleading information in its Tender, including for the assessment of its qualification, or has not provided the requested information at all;
  - 8.1.5. to reject the Tenderer's Tender if the Tenderer has not provided answers / explanations to the Committee's requests or has not participated in the explanatory meeting in accordance with Clause 8.1.1. and 8.1.2.;
  - 8.1.6. To accept or decline any Tender, to discontinue the Tender procedure and to decline all the Tenders at any time prior to awarding of the procurement contract if it has a valid reason for that and it does not contradict laws and regulations of the Republic of Latvia, without reimbursing any costs related to the preparation of the Tender and participation in the Tender incurred by the Tenderers.
- 8.2. Obligations of the Committee:
- 8.2.1. To consider Tenders submitted by the deadline for the submission of Tenders provided for herein;
  - 8.2.2. To pass a decision on the Tender procedure or results.
- 8.3. The Tenderer is eligible to make a timely written request to the Committee for additional information regarding the Contest Regulations.
- 8.4. The Tenderer has an obligation by the deadline as specified by the Committee to provide in writing answers and explanations regarding the Tender to the questions asked by the Committee.

## **9. CONFIDENTIALITY OF THE INFORMATION**

- 9.1. No communication between the Tenderers on the one hand and the Contracting Authority or the Committee on the other hand shall take place during the Tender assessment period, except in cases provided for in the Contest Regulations.
- 9.2. During the time period from submission of the Tenders until the moment of opening thereof the Contracting Authority will not provide information on the existence of other Tenders. During the period of assessment of the Tenders until the announcement of the results, the Contracting Authority will not provide information on the assessment procedure. Contents of the Tenders and Minutes of the Committee's meetings is a commercial secret and shall not be disclosed to other Tenderers or third parties.
- 9.3. The Contracting Authority shall not be responsible if the person submitting the Tender has not informed the data subjects of the processing of their data, has not received their consent or has not met any other data protection requirements concerning the data of the data subjects included in the Tender.

## **10. ANNEXES**

The following annexes are attached to the Contest Regulations forming integral parts thereof:

- Annex 1 – Technical specification;
- Annex 2 – Letter of Application / (form);
- Annex 3 – Technical Tender /Financial Tender (Form);

Annex 4 – Tenderer’s statement of experience (Form).

Chairman of the Contest Committee

I.Vulāns

Riga, 30 November 2021

## Technical Specification

### Odorant - Scentinel E or analog (with similar physical and chemical properties);

Purity	99+%
<b>Impurities:</b>	
Water	0%
Mechanical impurities	0%
<b>Composition, %:</b>	
<i>tert</i> -Butyl Mercaptans	73.0 – 77.0
Isopropyl Mercaptans	15.0 – 17.0
<i>n</i> -Propyl Mercaptans	7.0 – 9.0
Sulphides	1.0 max
Total Mercaptans	99.0 min
Boiling point 760 mmHg, °C:	
Initial	+59 °C - +67 °C
5%	61 min
95%	66.5 max
Freezing point	-25 max
Flash point, °C	< -18
Density at 15.6 °C kg/m <sup>3</sup>	812

Barrels for multiple uses made of stainless steel with a capacity of 200 litres, operating pressure of at least 0.7 MPa, manufactured in compliance with the EN requirements at “Wilhelm Schmits” or of an analogous build.

The shut-off fittings and valves have to be adapted to the odorising equipment manufactured by “LEWA”. The Supplier shall provide a timely service and attestation of the barrels, as well as the delivery and removal of the barrels.

The Proposal must state the terms and conditions of the barrel (92 pcs.) rent.

Terms of delivery – DAP (Incoterms 2020) Riga in compliance with the schedule below.

Year	Month / Quarter	Amount of odorant, kg	Packaging	Total amount of odorant per year, kg
<b>2022</b>	April	4 500 (30*)	Barrels 200 l	<b>12 750 (85*)</b>
	October	4 500 (30*)		
	December	3 750 (25*)		

\* - amount of barrels.

NB! The amount of odorant delivery may vary +/- 30%. The Contracting Entity is not obliged to purchase the entire quantity of odorant specified in the Purchase Contract and it is also entitled to demand the supply of a larger quantity of odorant.

**LETTER OF APPLICATION FORM**  
**for the participation in the Open Contest**  
**“On the Supply of an Odorant Scintinel E or Odorant analog”**  
**ID Nr. PRO-2021/227**

\_\_\_\_\_, 2021

To: Joint Stock Company “Conexus Baltic Grid”  
14 Stigu Street, Riga, LV-1021, Latvia

In accordance with the Contest Regulations, we, the undersigned, hereby confirm our agreement to the provisions of the Contest Regulations. We, the undersigned, certify that if our Tender is recognized as the most economically advantageous and a contract is concluded with us, we undertake to provide \_\_\_\_\_ in accordance with the Technical Specification, the Tender and the Contest Regulations and the prices indicated in the financial Tender.

1. Information on the Tenderer:
  - 1.1. Tenderer’s name: \_\_\_\_\_
  - 1.2. Registered with No. \_\_\_\_\_
  - 1.3. Tax payer’s registration No.: \_\_\_\_\_
  - 1.4. Legal address: \_\_\_\_\_
  - 1.5. Office address: \_\_\_\_\_
  - 1.6. Contact person: \_\_\_\_\_  
(given name, surname, position)
  - 1.7. Telephone No.: \_\_\_\_\_
  - 1.8. E-mail address: \_\_\_\_\_
2. We confirm that the attached documents constitute this Tender.
3. We understand and agree to the requirements set out in the Regulations, including Article 7.3. of the Regulations. the minimum provisions of the Agreement set out in
4. We confirm that our Tender is valid for 90 (ninety) days from the deadline for submission of tenders.
5. We declare that we are not interested in any other tender submitted in this procurement procedure.
6. We certify that this tender has been developed and submitted independently of competitors \* and without consultation, contract or agreement or other communication with competitors \*.
7. We certify that <name of the tenderer> has not been in contact with competitors \* regarding prices, price calculation methods, factors (formulas) or formulas, as well as about the intention or decision of competitors \* to participate or not to participate in the Tender or to submit tenders that does not comply with the requirements of the Tender, or with regard to quality, volume, specification, performance, delivery or other conditions to be resolved independently of competitors \*, the products or services relevant to this procurement.

8. We certify that <name of the tenderer> has not knowingly, directly or indirectly disclosed or will not disclose the terms of the tender to any competitor \* prior to the official opening date and time of the tenders or the award of the contract.
9. We confirm that the requirements of personal data protection regulatory enactments have been complied with in relation to the data of the data subjects in the submitted offer.
10. We confirm that we have informed the data subjects in the offer about the processing in accordance with Article 13 of the General Data Protection Regulation.
11. We confirm that the data processing has been obtained from the data subjects in the submitted offer / the data processing is ensured on another legal basis.
12. We confirm that at the request of the Customer we can prove the observance of data protection requirements regarding the data processing of the data subjects in the submitted tender.
13. We point out that the \_\_\_\_\_ page of the offer contains information that is considered confidential / commercial secret in accordance with Article 19 of the Commercial Law.
14. We certify that if <tenderer's name> employs European Union citizens and / or third-country nationals, it will comply with the laws and regulations governing the sector and the principles and obligations contained therein with a high level of responsibility.
15. We certify that we, as a member of the Applicant, the Applicant's Board or Council, the beneficial owner, the person entitled to represent or the procurator, or the person authorized to represent the Applicant in activities related to the branch, are not subject to international or national sanctions or significant financial and sanctions affecting a European Union or a Member State of the North Atlantic Treaty Organization affecting the interests of the capital market.

I hereby assume full liability for the content of the documentation submitted for the Contest, information contained herein, arrangement of documents and compliance with the Contest Regulations and Technical Specification of the Contest. The data and information submitted are true and fair.

The proposal document package consists of \_\_\_\_\_ ( \_\_\_\_\_ ) pages.

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

Name, surname: \_\_\_\_\_

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

The Tender has been drawn up and signed on \_\_\_\_\_ 2021.

*\* Competitor - any natural or legal person who is not the Tenderer, and who submits a tender proposal for this procurement or who, taking into account his or her qualifications, abilities or experience, as well as goods or services offered, may submit a tender proposal.*

## TECHNICAL TENDER / FINANCIAL TENDER FORM

### “On the Supply of an Odorant Scentinel E or Odorant analog” ID Nr. PRO-2021/227

\_\_\_\_\_, 2021

To: Joint Stock Company “Conexus Baltic Grid”  
14 Stigu Street, Riga, LV-1021, Latvia

Required position, quantity: Odorant Scentinel E or analog, amount of odorant - 12 750 kg.

NB! The amount of odorant delivery may vary +/- 30%. The Contracting Entity is not obliged to purchase the entire quantity of odorant specified in the Purchase Contract and it is also entitled to demand the supply of a larger quantity of odorant.

Technical specification Requirements:	Technical tender	
	The Tenderer shall indicate the <u>exact</u> technical specification	Name of the attached document or reference to the available manufacturer's documentation on the Internet describing compliance with the requirement and a specific indication for finding the information (page number of the document; section of the website, etc.)
Odorant Scentinel E or analog		

<Name of the Tenderer> offers the following price:

Having become acquainted with the Tender Regulations, we, the undersigned, hereby undertake to sell and supply the odorant in the event of acceptance of our Tender Proposal and awarding of a contract in compliance with the Tender Regulations and the technical specifications of the Goods set forth by the Contracting Entity throughout the contract period at the following price:

\_\_\_\_\_ EUR ( \_\_\_\_\_ *with words* \_\_\_\_\_ ), **exclusive of value added tax, including:**

Year	Amount of odorant, kg	Number of barrels replaced, pcs.	Odorant price		Barrel rent costs		Transport expenses		<b>TOTAL, EUR (excluding VAT)</b>
			EUR/kg	Amount, EUR	EUR/kg	Amount, EUR	EUR/kg	Amount, EUR	
1	2	3	4	5=2*4	6	7=2*6	8	9=2*8	10=5+7+9
2022	12 750	85							

We hereby confirm that the proposed price includes all costs related to the transportation of the Goods to the delivery location: Stigu 14, Riga, LV-1021, Latvia. Terms of delivery — DAP (Incoterms 2020)

**Delivery time:** pursuant to the schedule provided by the Contracting Entity.

**Payment terms:** payment after receipt of each batch of the Product at the delivery place specified by the Contracting Entity.

**Name, registration number and VAT payer number of the Tenderer:**

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**Registered office:** \_\_\_\_\_

**Information on subcontractors if any**

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**Information on whether or not the Tenderer is a related company to the Joint Stock Company “Conexus Baltic Grid” for the purpose of the Law on Corporate Income Tax (where appropriate):**

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**Information on whether or not the Tenderer is incorporated in a country that has an effective Double Tax Avoidance Treaty with the Republic of Latvia (where appropriate):**

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**Information on the Combined Nomenclature Code (CN) of the Goods, weight of the Goods (gross and net), packing, type and weight of packing:**

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Position, name, surname, telephone and e-mail address of the Tenderer's contact person authorized to handle Tender-related matters in the course of the Tender:

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**Enclosed (documents required under Clause 3.2. of the Open Tender Regulations):**

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

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

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

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

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

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



**TENDERER'S STATEMENT OF EXPERIENCE FORM**

<b>No.</b>	<b>Customer* (name)</b>	<b>Contract period (insert the beginning and ending: month/year) *</b>	<b>The subject matter of the contract (description of the subject matter, including the contract price without VAT)*</b>	<b>Customer's contact person (name, position, telephone number, e-mail) *, **</b>
1.				
...				
...				
...				

\* - all fields are mandatory;

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

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

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

Name, surname: \_\_\_\_\_

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

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