

**Akciju sabiedrība “Conexus Baltic Grid”**

Reģistrācijas Nr. 40203041605

Stigu iela 14, Rīga, LV-1021

67087900, 67087999, info@conexus.lv

**OPEN CONTEST**

**“Development of Common market area management system”**

**REGULATIONS**

ID Nr. PRO-2020/278

**ATKLĀTA KONKURSA**

**“Vienotās tirgus zonas pārvaldības sistēmas izstrāde”**

**NOLIKUMS**

Iepirkuma identifikācijas numurs PRO-2020/278

Riga 2020

# GENERAL TERMS

# Purpose

* + 1. The purpose of this Open contest (hereinafter – the Contest) is to openly and publicly select a contractor company (hereinafter – the Tenderer) for the qualitative and economically advantageous services of development of Common market area management system for JSC “Conexus Baltic Grid” (hereinafter – the Services) in accordance with the Technical Specification (Annex No. 1), the tender submitted by the Tenderer (hereinafter – the Tender), terms of the procurement contract (hereinafter – the Contract) and the laws and regulations of the Republic of Latvia.
    2. The Contest is intended 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.

# Organizer of the Contest

* + 1. The Contracting Authority:

Joint Stock Company "Conexus Baltic Grid"

Unified Registration No. 40203041605,

Address: Stigu street 14, Riga, LV-1021, Latvia

* + 1. The authorized representative of the Contracting Authority who will provide information:
       1. with regard to the procedure of the Contest and the Contest Regulations - Leading Procurement Specialist of the Procurement Division of the Legal Department Aleksandrs Tereševs, Tel. +371 67087924, Mob.tel. +371 26310214, e-mail: [aleksandrs.teresevs@conexus.lv](mailto:aleksandrs.teresevs@conexus.lv);
       2. with regard to the technical requirements of the Contest (Technical specification): Head of Common Market Area Division – Mārcis Vārpa, Mob.tel. +371 29399342; e-mail: [marcis.varpa@conexus.lv](mailto:marcis.varpa@conexus.lv).

# Type of the Contest

* + 1. The Contest is organized as an open procurement procedure in accordance with the requirements of Internal procurement procedure of the Contracting Authority. The Contest is organized by Procurement Committee (hereinafter - the Committee) approved by the decision of the Board of JSC “Conexus Baltic Grid”.
    2. Participation in the Contest is open to any person or a group of persons (registered in any country), who meets the required qualifying and other criteria.
    3. Participation in the Contest is a demonstration of free volition of Tenderers, based on equal terms and conditions for all Tenderers.

# Instructions for Tenderers

* + 1. Each Tenderer may submit only one Tender. The Tender must be submitted for the entire amount of the procurement subject.
    2. It is not allowed for the Tenderer to submit several variants of the Tender.
    3. The Tenderer may submit Tender in compliance with requirements specified in the Contest Regulations and the requirements of Technical Specification (Annex No.1).
    4. The Tenderer shall carefully examine the Contest Regulations and shall assume all responsibility for the Tender’s compliance with the requirements of the Contest Regulations and its Annexes.
    5. Submission of the Tender implies clear and outright intention to participate in the Contest and acceptance of terms and conditions of the Contest Regulations, certifying understanding about the requirements included in the Contest Regulations. The above-mentioned Tender is legally binding on the Tenderer who submitted it. Deficiencies or discrepancies of the Tender or misstatements in the Contest Regulations discovered later do not give the Tenderer a reason to increase the price of the Tender or extend the term of performance of the Contract.
    6. Submission of the Tender implies the Tenderer’s acceptance of all terms and conditions of the Contest Regulations. Any provision or condition included in the Tenderer's Tender, which is in conflict with the Contest Regulations and the requirements included therein, may be a reason for rejecting the Tender. The Contracting Authority has the right to reject any Tender that does not comply with the requirements set forth in the Contest Regulations.
    7. The Contracting Authority is not responsible for the incompletely prepared Tenders of the Tenderer, if the Tenderer has not taken into account the amendments, changes, answers provided and clarifications on the Contest Regulations.
    8. The Tenderer shall bear all costs associated with the preparation and submission of its Tender. The Contracting Authority will in no case be responsible or liable for those costs, regardless of the outcome of the tendering process.
    9. The Tenderer has the right to enter into contracts with subcontractors, provided that the Tenderer assumes full responsibility for the performance of the intended Contract, as well as all the provisions of Section 5 of the Contest Regulations will be observed.
    10. The Contest Regulations are prepared in English.
    11. The Contracting Authority agrees to organize an online meeting with interested suppliers with the purpose of demonstrating the current back-end system solution that will have to be extended with the required additional functionality. All Tenderers that are interested to participate in the meeting have to submit the list of their representatives that would like to attend the meeting by sending it to the email address - [aleksandrs.teresevs@conexus.lv](mailto:aleksandrs.teresevs@conexus.lv) - till 25.10.2020. Once the Contracting Authority receives list of Tenderer representatives that are interested to participate in the meeting at least from one Tenderer, it will proceed with organizing of the meeting and will send out the invitation to the meeting to all meeting participants.

# Information on the subject of the contest

# The subject of the Contest

# The Subject of the Contest and the subsequent Contract is for providing services of development of Common market area management system for JSC “Conexus Baltic Grid” (the Services) in accordance with the Technical Specification (Annex No. 1), the Tender submitted by the Tenderer, terms of the Contract and the laws and regulations of the Republic of Latvia.

# Procurement nomenclature CPV code: 72200000-7 - Software programming and consultancy services.

# All communication shall be in English, Russian or Latvian languages. All documentation must be prepared in Latvian or English.

# The place of the Contract performance:

* + 1. Execution of Services shall be performed remotely (using electronic communication tools / online) and / or in the territory of the Republic of Latvia (including, JSC Conexus Baltic Grid Gas Transmission, Stigu Street 14, Riga), depending on the Services execution process and / or objective necessity conditions.
    2. All deliverables must be handed over to the Contracting Authority in accordance with the Agile principles (including the delivery process).

# Contract execution term:

# The estimated Contract duration: until the 31 December 2022 or until the moment when the total amount of the Contract is reached, whichever comes first.

# The Services must be provided upon the Contracting Authority's written request (e-mail), within the terms agreed with the Contracting Authority. The Contracting Authority is entitled to submit requests for the provision of Services not later than by 31 December 2022. The hourly rates offered by the Tenderer shall remain unchanged until 31 December 2022.

# The Tender selection criterion is the most economically advantageous tender, which will be determined taking into account the criteria set out in Paragraph 6.5 of the Contest Regulations.

# TENDERER SELECTION REQUIREMENTS, DOCUMENTS TO BE SUBMITTED

* 1. **Requirements for the Tenderer:**
     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 a person registered or permanently residing in the Republic of Latvia** | **Documents proving non-eligibility of the exclusion conditions of a person registered or permanently residing in a foreign country** |
| 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 111, 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 member state of the European Union or a North Atlantic Treaty organization affecting the interests of the financial and capital market have been imposed.  The Contracting Authority will check non-eligibility of this exclusion condition in the Register of Enterprises and on the websites:  1) <https://sankcijas.fid.gov.lv/>  2) <https://www.sanctionsmap.eu/#/main>  3) https://sanctionssearch.ofac.treas.gov/ | 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 of the European Union or a North Atlantic Treaty organization affecting the interests of the financial and capital market have been imposed.  ***and***  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.  ***and***  3. The Contracting Authority will check non-eligibility of this exclusion condition on the websites:  1) <https://sankcijas.fid.gov.lv/>  2) <https://www.sanctionsmap.eu/#/main>  3) https://sanctionssearch.ofac.treas.gov/ |
| 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 a member of the association of suppliers (if the Tenderer is an association of suppliers) or a member of the partnership (if the Tenderer is a partnership). | See Clause 3.1.1.1. – 3.1.1.4. | See Clause 3.1.1.1. – 3.1.1.4. |
| 3.1.1.6. | 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 sub-contractor is at least 10 percent of the total value of the Contract. | See Clause 3.1.1.1. – 3.1.1.4. | See Clause 3.1.1.1. – 3.1.1.4. |
| 3.1.1.7. | 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 a person, on whose potential the Tenderer relies to confirm the compliance of its qualifications with the requirements set out in the Contest Regulations. | See Clause 3.1.1.1. – 3.1.1.4. | See Clause 3.1.1.1. – 3.1.1.4. |
| **qualification requirements** | | | | |
| **No.** | **Qualification requirement** | **Documents to be submitted by a person registered or permanently residing in the Republic of Latvia** | **Documents to be submitted by a person registered or permanently residing in a foreign country** |
| 3.1.1.8. | The Tenderer, a member of a partnership (if the Tenderer is a partnership), a member of the association of suppliers (if the Tenderer is an association of suppliers) and/or a person (subcontractor) specified by the Tenderer has been registered in the procedure provided for in laws and regulations. | Documents do not need to be submitted.  The Contracting Authority will check this condition in public database of the Register of Enterprises. | Copy of registration certificate, a statement issued by the respective state institution or extract / printout from the respective state institution database confirming that the Tenderer, a member of a partnership (if the Tenderer is a partnership), a member of the association of suppliers (if the Tenderer is an association of suppliers) and/or a person (subcontractor) specified by the Tenderer has been registered in the procedure provided for in laws and regulations. |
| 3.1.1.9. | The Tenderer’s official who has signed the Tender documents has signatory (representation) rights. | The Contracting Authority will check this condition in public database of the Register of Enterprises.  A power of attorney issued to another person to sign the Tender, if other person has been appointed to sign the documents. | 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.  2) A power of attorney issued to another person to sign the Tender, if other person has been appointed to sign the documents. |
| 3.1.1.10. | The Tenderer over the last 3 (three) years (2017, 2018, 2019 or later to the date of submission of the Tender) has successfully completed (contracts are fulfilled and ended) at least 2 (two) IT system development services contracts, which are in accordance to the following conditions:   1. in at least 2 (two) IT system development services contracts IT systems must be with SQL database engine; 2. in at least 1 (one) IT system development services contract IT system must be with XML data exchange over web service (REST or SOAP protocol web-service message based information exchange); 3. in at least 1 (one) IT system development services contract IT system must be with configurable user access and rights management for IT system users; 4. in at least 1 (one) IT system development services contract IT system must be with HTML, CSS and JavaScript technologies used for front-end and C# technology used for back-end; 5. in at least 1 (one) IT system development services contract automatic deployment and versioning technologies must be used; 6. the value of at least 1 (one) IT system development services contract is not less than 200 000.00 EUR (two hundred thousand euro) without VAT.   If the Tenderer is an association of suppliers, the members of the association of suppliers shall meet all the requirements set out in this Clause either together or separately. | A completed form "Tenderer’s statement of experience" (sample in Annex 4), 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.  In order to verify the compliance of the experience concerned, the Contracting Authority has the right to request additional information, including documents demonstrating that the experience indicated by the Tenderer meets the requirements of Sub-clause 3.1.1.10. of the Contest Regulations. | |
| 3.1.1.11. | The Tenderer shall have appropriate resources for the service provision and shall ensure that qualified and experienced staff is engaged in the fulfilment of the Contract.  The Tenderer must attract suitably qualified and experienced specialists.  Note: the role of a software development project manager may not overlap with the role of a software analyst and the role of a tester may not overlap with the role of a programmer or software analyst and the person(s) put forward for the role of programmer 1 may not overlap with the person(s) put forward for the role of programmer 2. | 1. List of specialists offered by the Tenderer with distribution of specialists by positions, and description of personnel experience, competence, qualification and education (Annex 5); 2. Copies of documents certifying specialists’ competence, qualification and education: certificates, licenses, diplomas, etc. 3. Written confirmation of each specialist on the consent to participate in this procurement - Statement of specialist (Form) (Annex 6). | |
| 3.1.1.11.1. | **At least 1 (one)** **software development project manager**  who has experience over the last 3 (three) years (2017, 2018, 2019 or later to the date of submission of the Tender) in at least 1 (one) IT system development project related to creating systems that use all of the following technologies:   * Visual IT system with HTML, CSS, JavaScript and C# technologies and SQL database solution; * XML (XSD) data exchange format or web service channel based data exchange over REST or SOAP.   **Additional score awarded if the person put forward for this role meets following competence, qualification and education criteria:** 1) Has experience in more than 1 (one) IT system development project related to creating systems that use all of the following technologies:   * Visual IT system with HTML, CSS, JavaScript and C# technologies and SQL database solution; * XML (XSD) data exchange format or web service channel based data exchange over REST or SOAP.   2) Has higher education in engineering, management, natural sciences, mathematics or information technology;  3) Is certified project manager - PMP, PRINCE2 certificate or with equivalent qualification level. |
| 3.1.1.11.2. | **At least 1 (one)** **software analyst** who has experience over the last 3 (three) years (2017, 2018, 2019 or later to the date of submission of the Tender) in at least 1 (one) IT system development project related to creating systems that use all of the following technologies:   * Visual IT system with HTML, CSS, JavaScript and C# technologies and SQL database solution; * XML (XSD) data exchange format or web service channel based data exchange over REST or SOAP.   **Additional score awarded if the person put forward for this role meets following competence, qualification and education criteria:** 1) Has experience in more than 1 (one) IT system development project related to creating systems that use all of the following technologies:   * Visual IT system with HTML, CSS, JavaScript and C# technologies and SQL database solution; * XML (XSD) data exchange format or web service channel based data exchange over REST or SOAP.   2) Has higher education in engineering, management, natural sciences, mathematics or information technology;  3) Is certified software analyst - CSBA, CSQA certificate or certificate with equivalent qualification level. |
| 3.1.1.11.3. | **At least 2 (two)** **programmers** who has experience over the last 3 (three) years (2017, 2018, 2019 or later to the date of submission of the Tender) in at least 1 (one) IT system development project related to creating systems that use all of the following technologies:   * Visual IT system with HTML, CSS, JavaScript and C# technologies and SQL database solution; * XML (XSD) data exchange format or web service channel based data exchange over REST or SOAP.   **Additional score awarded if the person put forward for this role meets following competence, qualification and education criteria:** 1) Has experience in more than 1 (one) IT system development project related to creating systems that use all of the following technologies:   * Visual IT system with HTML, CSS, JavaScript and C# technologies and SQL database solution; * XML (XSD) data exchange format or web service channel based data exchange over REST or SOAP.   2) Has higher education in engineering, management, natural sciences, mathematics or information technology;  3) Is certified programmer – MCSD, CLP, CPP certificate or certificate with equivalent qualification level. |
| 3.1.1.11.4. | **At least 1 (one)** **IT tester** who has experience over the last 3 (three) years (2017, 2018, 2019 or later to the date of submission of the Tender) in at least 1 (one) IT system development project related to creating systems that use all of the following technologies:   * Visual IT system with HTML, CSS, JavaScript and C# technologies and SQL database solution; * XML (XSD) data exchange format or web service channel based data exchange over REST or SOAP.   **Additional score awarded if the person put forward for this role meets following competence, qualification and education criteria:** 1) Has experience in more than 1 (one) IT system development project related to creating systems that use all of the following technologies:   * Visual IT system with HTML, CSS, JavaScript and C# technologies and SQL database solution; * XML (XSD) data exchange format or web service channel based data exchange over REST or SOAP.   2) Has higher education in engineering, management, natural sciences, mathematics or information technology;  3) Is certified IT tester - CAST, ISTQB, CSTEcertificate or certificate with equivalent qualification level. |

* + 1. In case the Tenderer is a merchant registered abroad, then the Tender must additionally indicate whether:
       1. the Tenderer is *considered / not considered* as a related company with the Contracting Authority according of the Law "On Corporate Income Tax";
       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.
    2. In case the winner of the Contest is recognized:
       1. 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).
       2. is not European Union Member State Resident, and it is prescribed to involve into fulfilment of the Tender the European Union Member State Resident (including Resident of the Republic of Latvia) as a subcontractor, the Contract will include a Clause, that the subcontractor draws up the invoice for the subcontractor provided Services to the Contracting Authority.
    3. During the evaluation of the Tenderer's compliance with the exclusion conditions, the Contracting Authority will act according to Paragraphs 6 – 13 and 15 – 16 of paragraph 48 of the Law on the Procurement of Public Service Providers.
    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.
    5. The Tenderer will accept the European Single Procurement Document as the initial evidence of compliance with the selection requirements set out in the Contest Regulations. The Tenderer shall submit a separate European Single Procurement Document on each person on whose abilities they are based, in order to certify that their qualification complies with the requirements set forth by the Contest Regulations, each subcontractor, if the value of the services or works to be performed by this subcontractor is at least 10 percent of the total value of the Contract. An association of suppliers shall submit a separate European Single Procurement Document on its each of its member.

The Tenderer may submit to The Contracting Authority the European Single Procurement Document that has been submitted in another procurement procedure if the Tenderer certifies that the information contained in the document is accurate.

The Contracting Authority at any stage of the Tender has the right to request that the Tenderer provides all or part of the documents confirming compliance with the selection requirements set out in the Contest Regulations. The Contracting Authority will not request such documents or information that is in its possession or is available in the public databases.

The European Single Procurement Document is available on the following website: <http://espd.eis.gov.lv/>. The Tenderer shall print out the completed European Single Procurement Document and add it to the qualification documents, indicating the link to it.

* + 1. In case, if requested statement from the relevant foreign competent authority (containing the information on the Tenderer’s board and council members, beneficial owner (-s), person (-s) having the right of representation or proctor (-s), or a person (-s) who is authorised to represent the Tenderer in activities related to a branch or information that the beneficial owner cannot be identified) is not issued, these documents may be replaced by an oath or, if oath is not provided by the laws and regulations of the respective state, by a statement drawn up by the Tenderer itself or the subcontractor to a competent executive or judicial authority, a sworn notary or a competent authority of the respective sector in the country of registration of the Tenderer. The Contracting Authority may also individually obtain the information necessary for the verification of the Tenderer or subcontractor registered abroad provided for Section 11¹ Paragraph one of the Law on International Sanctions and National Sanctions of the Republic of Latvia.
  1. **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:

* + 1. Letter of application for participation in the Contest, completed and executed in accordance with the model attached in Annex 2 to the Contest Regulations and signed in accordance with Clause 3.1.1.9. of the Contest Regulations.
    2. Tenderer's selection documents, in accordance with the provisions of Clause 3.1. of the Contest Regulations, and:
       1. Contract or an agreement, a protocol regarding cooperation - if the Tender is submitted by a supplier association or a partnership;
       2. In the case of sub-contracting:
          1. In the event of engagement of subcontractors, the Tenderer shall indicate all such subcontractors and the parts of the Contract, types of work entrusted to them in percent (Annex 7 to the Contest Regulations).
          2. In addition to the proposal documents, the Tenderer shall also attach statements signed by the engaged subcontractors containing their agreement and commitment to fulfil their share of the Contract in accordance with the form in Annex 8.
    3. Technical Tender – submission of a Technical Tender is optional. If the Tenderer wishes to submit a Technical Tender, it shall be prepared in accordance with the provisions of the Technical Specification (Annex 1 to the Contest Regulations). The Tenderer can indicate / submit any information that the Tenderer deems necessary to indicate.
    4. Financial Tender:
       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.
       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. 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.
       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.
       5. Rows and their number may be added to the financial tender form, but the already indicated / defined columns may not be deleted.
       6. The Contracting Authority may request the Tenderer to provide a more detailed price formation mechanism.

# ADDITIONAL INFORMATION REGARDING THE CONTEST, ENGAGEMENT AND REPLACEMENT OF SUBCONTRACTORS AND STAFF MEMBERS

* 1. **Additional information regarding the contest**
     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.
     2. A Tenderer requiring any clarification of the Contest Regulation may send the questions to the Contracting Authority’s contact person specified in Clause 1.2.2. 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).
     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.
  2. **Engagement and replacement of subcontractors and staff members**
     1. The subcontractors, staff members shall be engaged by the Tenderer in the performance of the Contract in accordance with the distribution of the parts of the Contract or roles specified in the Tender.
     2. The Tenderer who is awarded the Contract shall not be entitled without the consent of the Contracting Authority to replace the specified staff or subcontractors or engage additional subcontractors for the performance of the Contract. The Contracting Authority may request the staff’s and subcontractors' views on the reasons for their replacement.
     3. The Contracting Authority will not agree to the replacement of the personnel indicated in the Tender in cases when the proposed personnel do not meet the requirements set for the personnel in the Contest Regulations or do not have at least the same qualifications and experience as the personnel evaluated when determining the most economically advantageous tender.
     4. The Contracting Authority will not agree to the replacement of the subcontractors specified in the Tender, if there is any of the following conditions:
        1. The proposed subcontractor does not comply with any of the requirements for subcontractors set out in the Contest Regulations;
        2. Subcontractor replacement would lead to such changes to the Tenderer's Tender, which, if initially had been included therein would have affected the selection of the Tender in accordance with the Tender evaluation criteria set out in the Contest Regulations.
     5. The Contracting Authority will not agree to the engagement of a new subcontractor, where such changes if they had been made in the original Tender, would have affected the selection in accordance with the selection criteria set out in the Tender documents.
     6. The Contracting Authority will make a decision to agree to or refuse replacement of staff or subcontractors of the Tenderer who has been awarded the Contract or engagement of new subcontractors in the performance of the procurement contract as soon as possible, but no later than within 5 (five) working days after all the information and documents required for making the decision are received.
     7. The Tenderer selected in the Contest is responsible for ensuring that the rules on the replacement of personnel or subcontractors involved in the performance of the Contract or the involvement of new subcontractors in the performance of the Contract are also observed by the subcontractors involved.
     8. If the Contracting Authority in the course of performance of the Contract finds that the successful Tenderer (its subcontractor) has violated the conditions of the Contest Regulations and/or Contract regarding replacement of the engaged staff or subcontractors or engagement of new subcontractors in the performance of the Contract, the Contracting Authority is entitled to apply a contractual penalty for each such case in accordance with the procedure set out in the Contract (if such penalties is specified).

# TENDER

# Preparation and execution of the Tender

* + 1. The Tenderer must submit the Tender in one of the following ways:
       1. one original in paper format and one copy in electronic format (PDF with search function) stored on an electronic data storage device (CD, DVD or USB flash drive);
       2. in electronic format (.doc, .docx, .xls, .xlsx, .odf or .pdf), observing the regulations of electronic document processing, signed with a secure electronic signature containing a time stamp and placed on an electronic data storage device (CD, DVD) or USB flash drive). The Tender must be prepared in such a way that the Contracting Authority would not have limited access to the Tender information, the Tender must not contain computer viruses and other harmful software or their generators.
    2. Requirements for the Tender in paper format (if prepared and submitted in accordance with the provisions of clause 5.1.1.1):
       1. All documents must comply with the generally accepted principles of documents’ content and design. Copies, if the Tenderer has submitted a copy of a document, must be certified. If a copy of a document is not certified the Contracting Authority, if he has doubts about the authenticity of the submitted document, may request that the Tenderer present the original document or submit a certified copy.
       2. The Tender documents shall be clearly legible, without any corrections or deletions;
       3. At the beginning of the Tender, there shall be a table of contents.
       4. The Tender documents shall be arranged in the following order:
          1. Table of Contents;
          2. Letter of Application;
          3. Selection documents;
          4. Technical Tender (optional);
          5. Financial Tender.
       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 string. The threads must be firmly fastened by sticking a sticker on the back of the Tender. 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.
       6. The Tender original in paper format must be marked "Original" accordingly. In case of discrepancies between the original Tender in paper format and the electronic copy, the original of the Tender will prevail.
       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 documents attached thereto.
       8. The electronic copy of the Tender must not contain computer viruses and other malicious software or their generators.
    3. Requirements for the Tender in electronic format (if prepared and submitted in accordance with the provisions of clause 5.1.1.2):
       1. Documents must be drawn up observing the regulations of electronic document processing and signed with a secure electronic signature containing a time stamp.
       2. The Tenderer 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.
       3. Electronic copies of documents are attached to a separate file (.pdf, .jpg, .tiff or .png) by signing the certificate in one of the following ways:
          1. in a separate file, which together with the copy shall be signed with a secure electronic signature and time stamp as one file;
          2. if the electronic copies of the document are in .pdf format, attaching a secure electronic signature containing a time stamp.
       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).
       5. The Tender may not contain computer viruses and other malicious software or their generators.
    4. The Tender must be prepared in Latvian or English. Documents submitted in other languages must be accompanied by a translation into Latvian or English, translation must be certified. The Tenderer is responsible for the compliance of the translation of the documents with the original.
    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 word designation shall prevail.
    6. The Tender and confirmations must be signed by the Tenderer's representative with the right to sign or his / her authorized person (adding a 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.
    7. The Tenderer shall ensure the secure packaging of the Tender (and a copy thereof) so that the information included in the Tender is not available until the moment of opening the Tenders without damaging the packaging.
    8. The Tender in paper format 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:

**JSC “Conexus Baltic Grid”**

**14 Stigu street, Riga, LV-1021, Latvia,**

**Tender for the Open Contest**

***“*Development of Common market area management system*”***

***Not to be opened before November 6*, *2020, 11:00***

***To be opened only in the presence of the Contest Committee.***

* + 1. The name, registration number and legal address of the Tenderer must be indicated on the packaging.
    2. The Contracting Authority is not responsible for the premature opening of the Tender 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 Tender.
    3. If, in the opinion of the Tenderer, any of the components of the Tender is considered a commercial secret, the Tenderer shall indicate it in its Tender. Information that is generally available in accordance with regulatory enactments, including information included in the Contest Regulations, cannot be recognized as a commercial secret.
    4. The Tenderer is entitled to make additions / corrections to the Tender or withdraw the Tender before the deadline for submission of Tenders.
    5. Tender additions, corrections and withdrawal must be prepared and submitted in writing in person, by courier or by post to the Contracting Authority's address (Stigu Street 14, Riga, LV-1021) until the deadline for submission of Tenders, in a sealed package. Information specified in Clause 5.1.9 and the notation “Additions to the Tender”, “Amendments to the Tender” or “Tender Withdrawal” must be indicated on the packaging.
    6. The withdrawal is of an unconditional nature and it excludes the Tenderer's further participation in the Contest.

# Place, time and procedure for submission of tenders

* + 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 November 6, 2020 at 11.00 (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.
    2. Upon receipt of the Tender, the date, time, name and registration number of the Tenderer shall be registered.
    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.
    4. The Tenderer shall undertake the risk for delivery of the Tender in time.
    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.
    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.

## Opening of Tenders

* + 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 ***November 6*, *2020, 11:00*** (Latvian time).
    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, procuration or power of attorney, announce the name of the represented Tenderer, address and own position and contact telephone number.
    3. 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.
    4. 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. 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.
    6. Tenderers’ representatives do not participate in Tenders evaluation process. The Committee evaluates Tenders in closed meetings.

## Tender Validity

* + 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.
    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.
    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.

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

* 1. **Examination of the drawing up and validity period of the submitted Tenders**
     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:
        1. The Tender is not signed;
        2. The Tender has such arrangement non-compliances that have a significant effect on the assessment of the Tender;
        3. Not all documents (except Technical Tender, submission of it is optional) referred to in Section 3 have been submitted;
        4. The validity term of the Tender does not correspond to the one specified in Clause 5.4 herein;
        5. The Tenderer has submitted several variants of the Tender in breach of Clause 1.4.2. herein.

## Verification of Tenderer selection requirements

* + 1. The Committee will assess the compliance of the Tenderer's Tenders with Clause 3.1 herein.
    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.
    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.
    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.

## Evaluation of the Financial Tenders

* + 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.
    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.
    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.
    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.
    5. In case of any inconsistency between the numerical value designations in words and numbers, the word designation shall prevail.
    6. In assessment of the financial Tender with arithmetical errors, the Committee will take into account the corrections.
    7. An unreasonably cheap Tender:
       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.
       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.
       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.

## Determination of the most economically advantageous Tender

* + 1. The selection criterion is the most economically advantageous Tender, which will be selected taking into account the criteria provided for in this Paragraph.
    2. The maximum score of the assessment of the Tender is **100 points**. The total score of the Tender (S) will be calculated according to the following formula: S = A + B + C. The Tender with the largest score according to the following criteria will be chosen as the most economically advantageous Tender.

|  |  |  |
| --- | --- | --- |
| **Evaluation criterion** | **Evaluation methodology** | **Maximum points** |
| **A -**  **Tenderer’s total offered evaluable price**  **(EUR before VAT)** | The Tender with the lowest offered total evaluable pricein EUR excluding VAT will be granted a maximum of 80 points.  The points to be awarded to other Tenders shall be calculated according to the following formula:  ,  where:  *– lowest offered total evaluable price (EUR excluding VAT);*  *- the total offered evaluable price of the current Tenderer (EUR excluding VAT).* | **80** |
| **B –**  **Tenderer’s personnel (offered specialists) competence, qualification and education** | Tenderer’s personnel (offered specialists) competence, qualification and education is evaluated by awarding the scores (for each specialist separately):  **1 point** - Tenderer’s offered specialist meets requirements (is certified) defined in the relevant clause (3.1.1.11.1.- 3.1.1.11.4.);  **1 point** - Tenderer’s offered specialist has higher education in engineering, management, natural sciences, mathematics or information technology. | **10** |
| **C –**  **Tenderer’s personnel (offered specialists) experience** | Tenderer’s personnel (offered specialists) experience in creating systems that use all of the following technologies within the last three (3) years (2017, 2018, 2019 or later to the date of submission of the Tender) is evaluated by awarding the scores (for each specialist separately):    **2 points** - Tenderer’s offered specialist has wide (more than 3 projects) experience in creating systems that use all of the following technologies:   * Visual IT system with HTML, CSS, JavaScript and C# technologies and SQL database solution; * XML (XSD) data exchange format or web service channel based data exchange over REST or SOAP.     **1 point** - Tenderer’s offered specialist has a medium (2 or 3 projects) experience in creating systems that use all of the following technologies:   * Visual IT system with HTML, CSS, JavaScript and C# technologies and SQL database solution; * XML (XSD) data exchange format or web service channel based data exchange over REST or SOAP. | **10** |

* + 1. The score obtained at each stage of the assessment will be rounded up to two decimal places (for example, if the score is “5.765”, the points awarded to the Tenderer will be rounded to “5.77”).
    2. If several Tenders have acquired the same highest score, the Committee will select the Tender that has won the highest score for the A criterion. If the score for the A criterion is also the same for several Tenderers, the Committee will select the Tenderer who is a member of a national employer's organization and has entered into a collective agreement with a trade union which is a member of a national union (if submitted by a partnership or an association of suppliers, the collective agreement shall be concluded with each member of the partnership and each member of the association of suppliers). If several Tenderers have a collective agreement with a trade union that is a member of a national trade union, the Committee will organize a draw in the presence of the Tenderers.
    3. If only one Tender complies with the requirements of the Contest Regulations, the Committee shall not calculate the most economically advantageous tender and shall recognize this Tender as the most economically advantageous.
    4. The Committee awards the Contract to the Tenderer whose Tender is considered to comply with all the requirements of the Contest Regulations and is the most economically advantageous, i.e. has obtained the largest total amount of evaluation points in accordance with the evaluation criteria.

## Making a decision

* + 1. After the assessment of the Tenders, the Committee will pass one of the following decisions:
       1. To award the contract to the Tenderer who has submitted the most economically advantageous Tender compliant with the requirements of the Contest Regulations;
       2. To terminate the Contest, if:
          1. No Tenders have been submitted;
          2. Tenderers do not comply with the selection requirements;
          3. Tenders non-compliant with the Contest Regulations have been submitted;
          4. Tenders exceed the contract price specified in the Contest Regulations (if specified);
          5. Tenders are recognised as unreasonably cheap.
       3. To interrupt the Contest, if:
          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;
          2. The next Tenderer who has offered the most economically advantageous Tender, is to be regarded as one market participant together with the initially selected Tenderer who has been awarded the procurement contract;
          3. There is an objective justification.
    2. In case of termination or interruption of the Contest, the Contracting Authority does not assume any obligations towards the Tenderers.

# NOTIFICATION OF THE DECISION, CONTRACT NEGOTIATIONS AND SIGNING OF CONTRACT

## The Committee informs the Tenderers about the decision taken in the Contest electronically by e-mail.

## Should the Contract negotiations prove unsatisfactory, the Contracting Authority reserves the rights to invite the next highest ranked Tenderer to the Contract negotiations.

## The Tender submitted by the winner of the Contest is the basis for concluding the Contract.

## Upon concluding the Contract with the winner of the Contest (hereinafter in this Paragraph - the Contractor), the following provisions will be mandatory

## 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.

## For non-compliance with the terms of performance and delivery of the Services, the Contracting Authority is entitled to impose a contractual penalty on the Contractor in the amount of 0.5% of the amount of the amount of ordered Services for each calendar day of delay. Payment of the contractual penalty does not release the Contractor from the performance of the contractual obligations. The Contracting Authority will be entitled to deduct the contractual penalty calculated for the Contractor from the amount payable to him for the qualitatively performed and Contracting Authority accepted Services.

## Description of the circumstances giving rise to the request to increase the contract price or extend the terms of performance of the Services, providing for procedural changes in the contract price of the contract or the term of performance of the Services and provisions that in case of non-observance of the procedural procedure, the Contractor loses the right to increase the amount of the contract or extend the term of performance of the Services, while the Contracting Authority is released from any liability in connection with this claim.

## Procedures and terms for delivery and acceptance of Services.

## The settlement for the Services provided in the previous month shall be made within 30 (thirty) days after the date of receipt of the Services acceptance-transfer deed signed by the parties and the corresponding payment request (invoice).

## The Contractor shall be liable for any damage to the Contracting Authority or third parties caused by the provision of the Services or as a result of poor performance of the Services.

## Any loss and / or damage insured by the Contractor but exceeding that indemnified by the insurance company and / or in cases where the insured event does not occur in accordance with the terms of the insurance contract and / or loss or damage not insured by the Contractor shall be borne by the Contractor.

## Author’s rights (copyright):

## The Contractor shall transfer to the Contracting Authority, without additional remuneration and without any additional conditions, the author's property rights to the works created as a result of the provision of services, any parts thereof and any other information developed by the Contractor within the Contract (hereinafter - Materials). Contracting Authority may, in its sole discretion, use the Materials worldwide in any manner known or subsequently discovered or invented during the term of this Contract, without any restrictions (including time limits and territory), including:

## publish, reproduce, distribute, modify the Materials;

## reprographically reproduce, make copies of the Materials, distribute, reproduce or transfer the Materials to third parties;

## announce, make the Materials publicly available to the public on the Internet, electronically or otherwise.

## upon signing this Contract, the Contractor shall transfer the rights to the Contracting Authority in the largest amount possible in accordance with the regulations of the laws of the Republic of Latvia, which is in force at the relevant time. If the scope of such rights to be alienated is extended by the effective regulatory enactments, it shall be deemed that the Contractor, by signing this Contract, has transferred the rights to the Contracting Authority also in this extended amount;

## The Contractor undertakes not to exercise the author's personal rights (and not to authorize third parties to exercise such rights) in a way that would make the use of the Materials difficult or impossible. The Contractor undertakes not to exercise the author's personal right to decide whether the work will be published and, when it will be published, to withdraw the work. In its turn, in case of exercising this right, the Contractor undertakes to reimburse all losses incurred by the Contracting Authority in this connection in accordance with the Contracting Authority's calculation and submitted invoice. The Contractor confirms that the amount of the Contract is comprehensive and includes payment for all possible types and occasions of use of the Materials or their parts, and the Contractor will not charge the Contracting Authority any compensation other than that specified in the Contract. The Contractor shall not claim any income from the Contracting Authority from the use of the Materials, either in full or in part;

## When providing the Services, the Contractor is obliged to prevent the infringement of personal or property rights of other copyright holders, as well as the use of illegally obtained copyright objects, otherwise the Contractor is fully responsible for third party copyright infringements. The Contractor shall ensure that he receives from the authors of the materials and any other persons involved in the development of the materials all permits and rights necessary to transfer to the Contracting Authority the rights specified in this Contract and to maintain them in force.

## The Contracting Authority may unilaterally terminate the Contract by notifying the Contractor in writing 5 (five) working days in advance, if:

## The Contractor delays the terms settled for providing the Services for more than 10 (ten) working days;

## The Contractor provides the Services not in accordance with the provisions of the Contract, or otherwise violates the provisions of the Contract, and was warned by the Contracting Authority, but has not eliminated the violation in accordance with the Contracting Authority's instructions within the term specified by the Contracting Authority;

## The Contractor is declared insolvent, its economic activities are suspended, or it is in the process of liquidation;

## The Contract cannot be fulfilled because during the validity term of the Contract international or national sanctions or significant sanctions are imposed by a Member State of the European Union or the North Atlantic Treaty Organization affecting the financial and capital market interest.

## The Contractor has been found guilty of an infringement of competition law in the form of a horizontal cartel by a decision of a competent authority or a court judgment which has entered into force and has become uncontested and unappealable, except in the case when the relevant institution, having established a violation of competition law, has exempted the Contractor from a fine or reduced a fine for cooperation within the framework of a leniency program.

## The Contracting Authority has the right to unilaterally terminate the contract before the deadline without explaining the reasons by notifying the Contractor in writing one month in advance. In this case, the Contracting Authority is obliged to pay the Contractor for the services actually provided on the basis of the acceptance-transfer deed.

## All disputes and disagreements arising from the fulfilment of this Contract shall be solved by mutual negotiations between the Parties. If the Parties cannot agree, then any dispute, disagreement or claim relating to the Contract, its termination, amendment or validity shall be settled by a court of law of the Republic of Latvia, in accordance with the effective laws and regulations of the Republic of Latvia.

## 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.

## 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.

## 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).

## 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.

## If an Tenderer (a merchant or foreign operator) recognized as the winner of the Contest is not European Union Member State Resident, and it is prescribed to involve into fulfilment of the Tender the European Union Member State Resident (including Resident of the Republic of Latvia) as a subcontractor, the Contract will include a Clause, that the subcontractor draws up the invoice for the subcontractor provided Services to the Contracting Authority.

## 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 Agreement it shall before signing the Agreement 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).

## If the association of suppliers that has submitted the Tender and has been awarded the Agreement 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.

## If the association of suppliers that has submitted the Tender and has been awarded the Agreement chooses to enter into a partnership agreement, it shall within 20 (twenty) calendar days following the day of the adoption of the decision on awarding the Agreement agree on the distribution of responsibility of the members of the association of suppliers, in line with the distribution of responsibility specified in the Tender, as well as on joint and several liability towards the Contracting Authority, and submit to the Contracting Authority a certified copy of the partnership agreement, and if necessary, the power of attorney of the representative of the partnership.

## If the documents referred to in Clause 7.11. or 7.12. 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.

# RIGHTS AND OBLIGATIONS OF THE PROCUREMENT COMMITTEE, RIGHTS AND OBLIGATIONS OF THE TENDERER

* 1. Rights of the Committee:
     1. to make a written request to the Tenderer to specify the Tender / submitted information and to provide detailed explanations;
     2. to invite the Tenderer to an explanatory meeting (online; in person - if possible) to clarify / explain the details of the Tender;
     3. to carry out qualification requirement verification only for the Tenderer, who should be awarded the procurement contract;
     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;
     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.;
     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.
  2. Obligations of the Committee:
     1. To consider Tenders submitted by the deadline for the submission of Tenders provided for herein;
     2. To pass a decision on the Tender procedure or results.
  3. The Tenderer is eligible to make a timely written request to the Committee for additional information regarding the Contest Regulations.
  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.

# CONFIDENTIALITY OF THE INFORMATION

## 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.

## 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.

## 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 – Financial Tender (Form);

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

Annex 5 – List of specialists offered by the Tenderer and description of personnel experience, competence, qualification and education (Form);

Annex 6 – Statement of specialist (Form);

Annex 7 - Information on subcontractors and persons on whose potential the Tenderer relies (Form);

Annex 8 - Statement of the subcontractor or the person on whose potential the tenderer relies (Form).

Chairman of the Contest Committee A. Tereševs

Riga, October 15, 2020

**Annex No.1**

to the Contest Regulations of the Open Contest

“Development of Common market area management system”, ID Nr. PRO-2020/278

**TECHNICAL SPECIFICATION**

**Development of Common market area management system**

Common market area management system is planned as a modular solution with flexible user access rights management where each of the Contracting Authority’s departments involved will oversee the functionality required to perform its business processes and this functionality will be grouped and available in separate functionality modules.

***List of the planned modular architecture and system functionality can be found in the Annex A (below). Detailed functionality specification will be developed and provided during the course of project execution.***

The development of the system is planned in several phases, both involving the internal resources of the Contracting Authority and through the involvement of an external partner for carrying out the following tasks:

* ensuring the quality of development and deployment process (implementation of required DEV, TEST and PROD environments, implementation of automatic delivery and version control solutions such as Git, Jenkins etc.);
* testing (automatic and manual tests of the source code and assessment of its compliance with IT quality standards);
* development of back-end functionality in C # and MySQL technologies;
* development of front-end functionality in HTML & CSS, Javascript and other technologies;
* all deliverables must be handed over to the Contracting Authority in accordance with the Agile principles (including the delivery process).

Detailed definition and approval of the functionality requirements are planned during the implementation of the project.

Approximate estimate of work time:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | **Amount, h** |  | **Amount, h** |  | **Amount, h** | **TOTAL, h** |
| **Year 2020** | **616** | **Year 2021** | **3184** | **Year 2022** | **2920** | **6720** |
| Development | 296 | Development | 1992 | Development | 2080 | 4368 |
| Testing | 320 | Testing | 1192 | Testing | 840 | 2352 |

***NB! The Contracting Authority is not obliged to order defined amount of Services and pay for it, i.e. within the framework of the Contract, the Contracting Authority is not related to the specific amount of the ordered Services. The Contracting Authority applies for the provision of the Services, taking into account the actual circumstances and necessity.***

***Annex A to Technical Specification***

**LIST OF THE PLANNED MODULAR ARCHITECTURE AND** **SYSTEM FUNCTIONALITY:**

| **Module** | **Module (alternative naming and functionality division)** | **Detailed description of functionality** |
| --- | --- | --- |
| CMA division module (MAM) | Transmission products module | nominations |
| CMA division module (MAM) | Balancing module | Automated calculation of the planned and measured flow of Karksi (direction, volume, OBA) |
| CMA division module (MAM) | Balancing module | balancing service contracts register management (adding, correcting, deleting, viewing) |
| CMA division module (MAM) | Balancing module | Merit order list management (balancing service agreements) |
| CMA division module (MAM) | Balancing module | Merit order list management (trading platform) |
| CMA division module (MAM) | Balancing module | activation of balancing service and archive of actions performed |
| CMA division module (MAM) | Balancing module | daily imbalance price calculation |
| CMA division module (MAM) | Balancing module | automatic reporting of balancing data |
| CMA division module (MAM) | Balancing module | NU and transmission system imbalance calculation (daily/monthly/yearly) with manual re-calculation option |
| CMA division module (MAM) | Settlement module | monthly calculation of neutrality charge |
| CMA division module (MAM) | Settlement module | automatic generation of invoice attachments (neutrality, imbalance, capacity) |
| CMA division module (MAM) | Settlement module | calculation of the inter-TSO settlement amount |
| CMA division module (MAM) | Core module | IS user management (add, edit, delete, view) |
| CMA division module (MAM) | Core module | IS user rights management |
| CMA division module (MAM) | Settlement module | reports |
| CMA division module (MAM) | Settlement module | ITC settlement data generation |
| CMA division module (MAM) | Settlement module | invoice attachment uploading to platform.conexus.lv |
| CMA division module (MAM) | Settlement module | linking of invoices (received/invoiced) to electronic document management system (EDUS) and Oracle enterprise business system (OeBS) |
| CMA division module (MAM) | Settlement module | annual administration cost calculation |
| Dispatcher division module (DD) | Flows module | measurements (add, edit, delete, view) |
| Dispatcher division module (DD) | Flows module | technical capacity (processing, editing, historical data viewing) |
| Dispatcher division module (DD) | Flows module | OBA (daily/monthly) |
| Dispatcher division module (DD) | Flows module | TSO forecasts (entering data different from nominations for the flow calculation) |
| Dispatcher division module (DD) | Flows module | editing of calculated parameter formulas |
| Dispatcher division module (DD) | Flows module | transmission system linepack (value calculation taking into account the OBA of the neighbouring operators; threshold upper and lower limits) |
| Dispatcher division module (DD) | Flows module | Transfer of TSO forecast data to SIMONE hydraulic calculation |
| Commercial division module (CBS) | NU management module | CRM |
| Commercial division module (CBS) | NU management module | NU management (add, edit, delete, view) |
| Commercial division module (CBS) | NU management module | NU rights management |
| Commercial division module (CBS) | NU management module | NU balancing portfolio register management (adding, editing, deleting, viewing) |
| Commercial division module (CBS) | Transmission products module | allocations (processing, editing, viewing historical data) |
| Commercial division module (CBS) | Transmission products module | booked capacity (processing, editing, viewing historical data) |
| Commercial division module (CBS) | UGS products module | technical capacity (processing, editing, historical data viewing) |
| Commercial division module (CBS) | UGS products module | product management (add, edit, delete, view) |
| Commercial division module (CBS) | UGS products module | booked products |
| Commercial division module (CBS) | UGS products module | balance (add, edit, transfer, delete, view) |
| Commercial division module (CBS) | UGS products module | Incukalns UGS fuel gas measurements, NU nominations for fuel gas, difference daily, difference from the start of the season |
| Commercial division module (CBS) | NU management module | automatic calculation of collateral, according to the current NU transmission/storage data |
| Publishing module | Publishing module | automatic publication of system imbalance and system imbalance forecast |
| Publishing module | Publishing module | automatic publication of measured flow data and gas composition |
| Publishing module | Publishing module | automatic ICA information publishing |
| Forecasting module | Forecasting module | forecasting of natural gas consumption in Latvia for the next 14 days |
| Forecasting module | Forecasting module | automatic data collection according to a set of predefined features, message generation and sending as defined in the Emergency Plan |
| Reporting module | Reporting module | centralized NU notifying (with the selection of all or some NUs) |
| Reporting module | Reporting module | automatic data transfer to DSO (Gaso) |
| Reporting module | Reporting module | UMM automatic message generation to transparency.entsog.eu, agsi.gie.eu, capacity.conexus.lv |

**Annex No. 2**

to the Contest Regulations of the Open Contest

“Development of Common market area management system”, ID Nr. PRO-2020/278

# LETTER OF APPLICATION FORM

# for the participation in the Open Contest

# “Development of Common market area management system”

**ID Nr. PRO-2020/278**

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

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. Tenderer’s name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
   2. Registered with No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
   3. Tax payer’s registration No.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
   4. Legal address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
   5. Office address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
   6. Contact person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(given name, surname, position)

* 1. Telephone No.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
  2. E-mail address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

.

1. We hereby certify that the documents attached hereto represent this Tender.
2. Information and documents included in our Tender are complete and true.
3. We have examined all documents of the Contest Regulations, their clarifications, amendments and modifications and we fully understand the requirements and conditions of the Contest and agree to them.
4. We understand and agree to the Contest Regulations and the terms of the contract specified in Clause 7.4.
5. We hereby confirm that our Tender is valid for 90 (ninety) days following the end of the Tender submission period.
6. We hereby certify that we are not interested in any other Tender submitted under this procurement procedure.
7. We confirm that this Tender was drawn up and submitted independently of competitors\* and without any consultations, contracts or agreements or any other communication with competitors\*.
8. We confirm that <Tenderer’s name> had no communication with competitors\* as to the prices, price calculation methods, factors (circumstances) or formulas, as well as competitors’\* intention or decision to participate or not to participate in the procurement or submission of Tenders, which do not meet the requirements of the procurement or as to the quality, volume, specification, performance, delivery or other terms to be handled independently of competitors\*, the products or services relating to this procurement.
9. We confirm that <Tenderer's name> has not disclosed and will not disclose intentionally, directly or indirectly conditions of the Tender to any competitor\* before the official Tender opening date and time, or before awarding the right to enter into the contract.
10. We shall not perform any fraudulent and corrupt activities in the procurement process, we shall observe the requirements of the laws and regulations governing competition, we shall not participate in transactions restricting competition, nor allow the situations of conflict of interest in mutual cooperation.
11. We certify that the data of the data subjects included in our Tender comply with the requirements of the laws and regulations regulating personal data protection.
12. We certify that we have informed the data subjects included in our Tender about the data processing in accordance with Article 13 of the General Data Protection Regulation.
13. We certify that we have received the consent to data processing of the data subjects included in our Tender / we have processed the data on another legally valid basis.
14. We certify that, at the request of the Contracting Authority, we can demonstrate compliance with the data protection requirements concerning the processing of data of the data subjects included in our Tender.
15. We point out that page \_\_\_\_\_\_\_ of the Tender contains information that is to be considered as confidential/commercial secret in accordance with Section 19 of the Commercial Law.
16. 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.
17. We confirm that no international or national sanctions or major sanctions (including sanctions for proliferation financing) by a member state of the European Union or NATO affecting the interests of the financial and capital market that have an impact on the performance of the Contract under this Contest have been imposed against us as the Tenderer, or member of our board or council, beneficial owner, a person having the right of representation or proctor, or a person who is authorized to represent the Tenderer in activities related to a branch, or member of a partnership, or member of the board or council, its beneficial owner, a person having the right of representation or proctor, if the Tenderer is a partnership.
18. We have carefully examined the scope of procurement and the Technical Specification, and our Tender price contains all costs associated with the performance of the Contract, including the costs of materials and transport and the taxes and duties payable in accordance with the requirements of the Contest Regulations.

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:

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

Position:

The Tender has been drawn up and signed on \_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2020.

*\* 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.*

**Annex No. 3**

to the Contest Regulations of the Open Contest

“Development of Common market area management system”, ID Nr. PRO-2020/278

**FINANCIAL TENDER FORM**

# “Development of Common market area management system”

**ID Nr. PRO-2020/278**

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

To: Joint Stock Company “Conexus Baltic Grid”

14 Stigu Street, Riga, LV-1021, Latvia

<Name of the Tenderer> offers the following prices:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **№** | **Service description** | **Unit of measurement** | **Price per unit**  **EUR excl. VAT** | **Number of units (approximate)** | **Total evaluable price**  **EUR excl. VAT** |
| *1* | *2* | *3* | *4* | *5* | *6=4x5* |
| 1. | Common market area management system development:   * software development project manager * software analyst * programmers | Man-hour | In number: \_\_\_\_\_  In words: \_\_\_\_\_ | 4368 |  |
| 2. | Common market area management system testing:   * IT tester | Man-hour | In number: \_\_\_\_\_  In words: \_\_\_\_\_ | 2352 |  |
| 3. | *Other expenses (indicate if any, eg travel / mission expenses)* |  |  |  |  |
| **TOTAL, EUR (excluding VAT)** | | | | |  |
| **VAT** | | | | |  |
| **TOTAL, EUR (including VAT)** | | | | |  |

**Total evaluable price of the Tender \_\_\_\_\_\_\_\_\_\_\_*with words*\_\_\_\_\_\_\_\_\_\_\_\_ in EUR (excluding VAT).**

The hourly rate offered by the Tenderer shall remain fixed until 31 December 2022.

***NB! The Contracting Authority is not obliged to order and pay for the Services, i.e. within the framework of the Contract, the Contracting Authority is not related to the specific amount of the ordered Services. The Contracting Authority applies for the provision of the Services, taking into account the actual circumstances and necessity.***

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:\_\_\_\_\_\_\_\_\_\_\_\_

**Annex No. 4**

to the Contest Regulations of the Open Contest

“Development of Common market area management system”, ID Nr. PRO-2020/278

**TENDERER’S STATEMENT OF EXPERIENCE FORM**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **No.** | **Name of the contract** (reference number in the case of public procurement)**\*** | **Customer\***  **(name)** | **Contract**  **period** (insert the beginning and ending: month/year)**\*** | **Scope and description of the subject matter of the contract** (description of the work and used technologies, contract amount)**\*** | **Which criteria of Clause 3.1.1.10.** **does the contract meet:**  a) and/or b) and/or c) and/or d) and/or e) and/or f) | **Customer’s contact person** (name, position, telephone number, e-mail) **\*, \*\*** |
| 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

**Annex No. 5**

to the Contest Regulations of the Open Contest

“Development of Common market area management system”, ID Nr. PRO-2020/278

**LIST OF SPECIALISTS, STATEMENT OF PERSONELL EXPERIENCE, COMPETENCE, QUALIFICATION AND EDUCATION (FORM)**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **No** | **Specialist's name, surname** | **Position in which the specialist has been offered** | **Information about the qualification / education of the offered specialists** | **List of documents certifying the education / qualification of specialists** | **Project experience:**   * **name of the project/contract;** * **Contractual partner (name);** * **type of works, subject of project/contract;** * **position/role of the specialist in the performance of the contract/project;** * **description of works performed, used technologies.** | **Period of work, month/ year** | **Person for Contractual Partner: name, position, telephone number, e-mail**  **(For references\*)** |
| **1.** |  |  |  |  |  |  |  |
| **2.** |  |  |  |  |  |  |  |
| **3.** |  |  |  |  |  |  |  |
| **4.** |  |  |  |  |  |  |  |
| **5.** |  |  |  |  |  |  |  |

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

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

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

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

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

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

**Annex No. 6**

to the Contest Regulations of the Open Contest

“Development of Common market area management system”, ID Nr. PRO-2020/278

|  |  |  |
| --- | --- | --- |
| 2020. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Nr.\_\_\_\_\_\_\_\_\_\_ | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  */Place/* |
| To: | **JSC “Conexus Baltic Grid”**  **Stigu iela 14, Rīga, LV-1021** | |

**Open Contest “Development of Common market area management system”,**

**ID nr. PRO-2020/278**

**STATEMENT OF SPECIALIST (FORM)**

I, <name of the specialist>, hereby certify that I agree to perform / provide \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ works / services / duties within the framework of the contract on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(transcript of the specialist's signature) (signature)

**Annex No. 7**

to the Contest Regulations of the Open Contest

“Development of Common market area management system”, ID Nr. PRO-2020/278

**INFORMATION ON SUBCONTRACTORS AND PERSONS ON WHOSE POTENTIAL THE TENDERER RELIES**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No.** | **Subcontractor/person on whose potential the Tenderer relies**  ***/Name/ Given name, surname /***  **registration number/ personal identity number** | **Selection requirement (according to the Contest Regulations) for the performance of which the Tenderer relies on the person** | **Description of the works to be entrusted to the subcontractor/person on whose potential the Tenderer relies**  **in accordance with the list of works specified in the Technical Specification** | **Value of the works to be entrusted to the Subcontractor/person on whose potential the procurement relies, in % of the total value of the procurement contract** |
| **1.** |  |  |  |  |
| **2.** |  |  |  |  |
| **…** |  |  |  |  |

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

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

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

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

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

**Annex No. 8**

to the Contest Regulations of the Open Contest

“Development of Common market area management system”, ID Nr. PRO-2020/278

**STATEMENT OF THE SUBCONTRACTOR OR**

**THE PERSON ON WHOSE POTENTIAL THE TENDERER RELIES**

Hereby [*the name, registration number and legal address of the subcontractor, person*] certifies that in case that the Tenderer [name, reg. no., legal address] is recognized as the winner of the Open Contest “Development of Common market area management system”, ID Nr. PRO-2020/278, our company as a subcontractor /person, on whose potential the Tenderer relies, undertakes the following:

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

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

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

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

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

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

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

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

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