 **\* Unofficial translation**

**Akciju sabiedrība “Conexus Baltic Grid”**

Reģistrācijas Nr. 40203041605

Stigu iela 14, Rīga, LV-1021

67087900, 67087999, info@conexus.lv

**In case of discrepancies between the texts of the Terms of References in Latvian and English, the text in Latvian shall prevail.**

#### 

**NEGOTIATED PROCEDURE**

**“Performance of geophysical works in the Inčukalns underground gas storage facility**

**2022 - 2023”**

**TERMS OF REFERENCE\***

ID Nr. PRO-2022/093

CPV nomenclature code

71351710-3 (Geophysical prospecting services)

Riga, 2022

1. **GENERAL PROVISIONS**

# The organizer of the procurement is the joint stock company “Conexus Baltic Grid”, registration no. 40203041605, legal address at 14 Stigu Street, Riga, LV-1021 (hereinafter - the Client).

# The procurement **“Performance of geophysical works and geophysical data interpretation of Incukalns Underground Gas Storage wells in 2022 -2023.”, ID PRO-2022/093** is organized as a negotiated procedure in accordance with the requirements of Client’s Internal procurement procedure (hereinafter - Negotiated procedure). The Negotiated procedure is organized by Procurement Committee (hereinafter - the Committee) approved by the decision of the Board of JSC “Conexus Baltic Grid”.

# The purpose of the Negotiated procedure is to conclude a procurement contract (hereinafter - the Contract) with the supplier (hereinafter - the Applicant) who has submitted the most economically advantageous tender, ensuring competition, openness, and efficient use of the funds of the joint stock company “Conexus Baltic Grid”.

# The competition shall be organised by publishing the Terms of Reference of the Tender with annexes (hereinafter - the Regulations), as well as amendments thereto and answers to the questions asked by the Suppliers on the Customer's website: <http://www.conexus.lv>.

# The exchange of information between the Client and the Applicants takes place electronically, using e-mail, or by sending documents signed with a secure electronic signature, or by attaching a scanned document to the electronic mail. Oral information in the context of the negotiated procedure is not binding.

# Client's contact persons who can provide additional information:

# with regard to the technical requirements (Technical specification): - Edgars Birgers, mob. tālr. +371 29199512, e-pasts: [edgars.birgers@conexus.lv](mailto:edgars.birgers@conexus.lv);

# with regard to the procedure and the Terms of Reference - Headof the Procurement Division of the Legal Department Sandris Strazdiņš, mob. tālr. +371 29511577, e-pasts: [sandris.strazdins@conexus.lv](mailto:sandris.strazdins@conexus.lv).

# If the Supplier has timely requested additional information on the requirements provided for in the Terms of Reference, the Client will within 3 (three) working days, but not later than 2 (two) working days prior to the submission deadline of tenders provide answers to the questions. If necessary, the Client may extend the term for providing a response by informing the Applicant.

# The Applicant shall carefully examine the Terms of Reference and shall assume all responsibility for the submitted tender’s (hereinafter – Tender) compliance with the requirements of the Terms of Reference.

* 1. Submission of the Tender implies clear and outright intention to participate in the Negotiated procedure and acceptance of terms and conditions of the Terms of Reference. The above-mentioned Tender is legally binding on the Applicant who submitted it. Deficiencies or discrepancies of the Tender discovered later do not give the Applicant a reason to increase the price of the Tender or extend the term of performance of the Contract.
  2. Each Applicant may submit only one Tender. The Tender must be submitted for the entire amount of the procurement subject.
  3. It is not allowed for the Applicant to submit several variants of the Tender.
  4. Any provision or condition included in the Applicant's Tender, which conflicts with the Terms of Reference and the requirements included therein, may be a reason for rejecting the Tender. The Client has the right to reject any Tender that does not comply with the requirements set forth in the Terms of Reference.
  5. The Client is not responsible for the incompletely prepared Tenders of the Applicant, if the Applicant has not considered the amendments, changes, answers provided and clarifications on the Terms of Reference, if the Applicant was informed about them.
  6. The Applicant shall fully cover all expenses incurred in connection with the preparation and submission of the Tender. The Client does not take any responsibility for these costs, regardless of the outcome of the Negotiated Procedure.
  7. The Applicant has the right to enter into contracts with subcontractors, provided that the Applicant assumes full responsibility for the performance of the intended Contract, as well as all the provisions of Section 5 of the Terms of Reference will be observed.
  8. In case of discrepancies between the texts of the Terms of References in Latvian and English, the text in Latvian shall prevail.

1. **INFORMATION ON THE SUBJECT OF THE NEGOTIATED PROCEDURE**
   1. The Subject of the Negotiated and the envisaged contract is the performance of geophysical works in the Inčukalns underground gas storage facility in 2022-2023 in accordance with the Technical Task (Annex 1 to the Regulation), the Tender submitted by the Tenderer and the provisions of the Contract
   2. The amount of works specified in Annex 1 may vary up to a total of 25% of the contract amount.
   3. Place of performance of works: joint stock company "Conexus Baltic Grid", Inčukalns underground gas storage, Krimuldas pagasts, Siguldas novads, Latvia, LV-2144.
   4. Deadline for the performance of works: according to the technical task.
   5. 2.5. The tenderer to whom the contract will be awarded must, within 5 (five) working days after signing the contract, submit to the Customer a civil liability insurance policy in the amount of 100% of the contract amount, which provides for compensation for losses incurred in the course of the performance of the works to the contracting authority and/or third parties.
2. **APPLICANT SELECTION REQUIREMENTS, DOCUMENTS TO BE SUBMITTED**
3. The contracting authority will exclude the Applicant from further participation in the procurement procedure in any of the following cases:
   1. It is found that on the last day for the submission of the Tender, the Applicant 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.
   2. The Applicant is declared insolvent, its economic activities are suspended, or the tenderer is in the process of liquidation.
   3. The Applicant 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.
   4. The Applicant is not a legal entity established in a NATO country, NATO Contact Country (Australia, Japan, New Zealand, Republic of Korea (South Korea)), European Union or European Economic Area (hereinafter - EEA) member state and its real beneficiary is a citizen of NATO country, NATO Contact Country (Australia, Japan, New Zealand, Republic of Korea), a citizen of a European Union or EEA country or a natural person who is a citizen of NATO country, NATO Contact Country (Australia, Japan, New Zealand, Republic of Korea), European Union or EEA country.
   5. The Applicant 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.

The Client 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://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/consolidated.aspx>

3.6. The conditions referred to in Clause 3.1., 3.2., 3.3., 3.4. or 3.5. herein apply to Applicant'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.

3.7. The conditions referred to in Clause 3.1., 3.2., 3.3., 3.4. or 3.5. herein apply to a member of the partnership (if the Applicant is a partnership) or to a member of the association of suppliers (if the Applicant is an association of suppliers).

3.8. The conditions referred to in Clause 3.1., 3.2., 3.3., 3.4. or 3.5. herein apply to the person indicated by the applicant on whose capacities the Applicant relies in order to certify that his or her qualification complies with the requirements laid down in the Regulations.

**4. The applicant must meet the following qualification requirements:**

4.1. The Applicant is registered as a performer of economic activity (if the applicant is a natural person) or a commercial company in the Commercial Register of the Republic of Latvia or in the Register of Enterprises of its home country or in a register equivalent thereto.

4.2. The Applicant’s official who has signed the Tender documents has signatory (representation) rights;

4.3. During the previous 3 (three) years (2019, 2020 and 2021) the Applicant must have experience in the provision of services corresponding to the subject-matter of this procurement, indicating the amount and type of work performed in accordance with the technical task of this Regulation, regarding which positive feedback has been received, among which:

4.3.1. not less than 3 (three) recipients of the service have ensured a quality service in one or all of the work positions indicated in the technical work task of the by-laws of the subject-matter of the procurement, using the technical equipment indicated in the technical task of the subject-matter of the procurement, or equivalent technical equipment.

4.4. If the applicant is an association of suppliers, the members of the association must together comply with the requirement set out in point 4.3. If the Tenderer relies on the capabilities of a subcontractor, the Tenderer and the subcontractors must jointly comply with the requirement set out in this paragraph.

4.5. The applicant must have at his or her disposal the following personnel - one specialist may be offered in several fields of activity corresponding to the technical task of the subject-matter of the procurement, if it has the appropriate qualification and it does not hinder the performance of quality and timely work, otherwise the applicant shall provide additional specialists who have the appropriate qualification and skills for qualitative and timely performance of the works indicated in the technical task of the subject-matter of the procurement):

4.5.1. Geophysical works manager/ service manager who meets the following requirements:

4.5.1.1. higher special education (not lower than the qualification of an engineer, or an academic degree equivalent thereto in the relevant field) according to the field of activity/subject-matter of the procurement and/or certificates certifying the relevant professional skills;

4.5.1.2. during the last 3 (three) years has participated in the management of works corresponding to the subject-matter of such procurement at least 1 (in one);

4.5.1.3. during the last 3 (three) years has participated in at least 3 (three) works equivalent to the subject-matter of such procurement, including participated and implemented one, or all the work positions indicated in the technical work task of the subject-matter of such procurement, using the geophysical equipment indicated in the technical task, or equivalent equipment.

4.5.2. Geophysicist interpreter who meets the following requirements:

4.5.21. higher special education according to the field of activity;

4.5.2.2. experience in the implementation of at least 1 (one) equivalent project during the last 3 (three) years, using the technical equipment indicated in the technical task of the procurement, or equivalent equipment.

**5. Documents to be submitted**

When submitting the Tender, the Tenderer must attach the following documents confirming his or her right to participate in the Tender and its sufficient qualification, as well as provide general information about the Tenderer (statements and other documents issued by the competent authorities of Latvia, the Contracting Authority shall accept and recognise, if they have been issued not earlier than one month before the day of submission, but certificates and other documents issued by foreign competent authorities, if issued not earlier than six months before the date of submission, if the issuer of the certificate or document has not specified a shorter time limit):

5.1. A statement issued by the respective state institution or extract / printout from the respective state institution database confirming that the Applicant has been registered in the procedure provided for in laws and regulations with information on the right of representation, procuration, place, date and registration number of the executive body of the merchant. If the Applicant is a commercial company registered in the Republic of Latvia, such extract (printout) may not be submitted.

5.2. A statement issued by the respective state institution or extract / printout from the respective state institution database confirming that the Applicant has fulfilled obligations relating to the payment of taxes or social security contributions in country of his registration. The Contracting Authority will check non-eligibility of this exclusion condition in the State Revenue Service public tax debtor’s database on the last data update date a person registered or permanently residing in the Republic of Latvia.

5.3. A statement issued by the respective state institution or extract / printout from the respective state institution database confirming that the Applicant has not been declared insolvent or wound up and his business activities have not been suspended or ceased. 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 person registered or permanently residing in the Republic of Latvia.

5.4. Tender letter, which has been completed and drawn up in accordance with the model appended to Annex 2 to the Regulation.

5.5. Information on the applicant's experience of transactions during the previous 3 (three) years (2019, 2020 and 2021) in the time period until the day of submission of the tender in accordance with Clause 4.3 of the Regulation (sample in Annex 3 to the Regulations).

5.6. The Tender must be accompanied by a description of the experience of the personnel offered for the fulfilment of the Order (Annex 4 to the Regulations), as well as documents confirming the skills and abilities of the employees (certificates/certificates, certificates, diplomas) to the extent that the Customer could assess the compliance of the Applicant's personnel with the criteria set out in Clause 4.5 of the Regulation.

5.7. The Tender must be accompanied by a list of the equipment and software intended for the execution of the Order with the relevant certificates (Annex 5).

5.8. The Tender must be accompanied by a brief description of the methodology for the execution of the Order for each type of work and an appropriate schedule of standard works (Annex 6).

5.9. A certification that international or national sanctions or sanctions imposed by a Member State of the European Union or the North Atlantic Treaty Organisation affecting significant financial and capital market interests affecting the interests of the European Union or the North Atlantic Treaty Organisation which affect the performance of such tender contract have not been imposed in relation to him or her as a merchant, members of his or her board or council, to represent eligible persons or proctors or persons who are authorised to represent them in activities related to a branch.

**VI** **PREPARATION AND EXECUTION OF TENDERS, TENDER PRICE**

**6. Preparation and execution of tender**

6.1. Tender prepared by the Applicant in Latvian or in English, the annexed documents shall be submitted in electronic form (.doc, .docx, .xls, .xlsx, .ODF, or .pdf) signed with a secure electronic signature containing a timestamp, pursuant to the normative acts of electronic document preparation.

6.2. The Applicant may use additional encryption to protect the data of the Tender, so that the information included in the Tender will not be available until the opening of the tenders. In this case, the Applicant must submit a valid electronic key and / or password for opening the encrypted document not earlier than 15 minutes before and not later than within 5 minutes after the deadline for submission of Tenders.

6.3. The Client is not responsible for the premature opening of a Tender that has not been drawn up in accordance with the above requirements. The Client has the right, but not the obligation, to reject such Tender.

* 1. All documents and copies must be drawn up in accordance with the Law on Legal Force of Documents and Cabinet Regulation No. 558 “Procedures for Drawing up and Preparing Documents” (Adopted 4 September 2018). If a copy of a document is not certified in accordance with the requirements of the regulatory enactments referred to in this subsection, the Client, if he has doubts about the authenticity of the submitted document, may request that the Applicant present the original document or submit a certified copy.

6.5. The Tender may not contain computer viruses and other malicious software or their generators.

6.6. If the Client has doubts about the authenticity of the submitted document / copy, it may request that the Tenderer present the original document or submit a certified copy.

6.7. 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.

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

6.10. In the event of any inconsistency between the numerical value designations in words and figures, the designation in words shall prevail, unless the numerical estimate is calculable and correct and there is a manifest typographical error in the designation of the words.

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

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

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

6.14. Additions, corrections and withdrawal of the tender must be prepared in accordance with the procedure referred to in this section and submitted by the deadline for submission of tenders by sending it to the following e-mails: Sandris.strazdins@conexus.lv and shopping@conexus.lv. The subject and identification number of the procurement and the mark “Supplements to the tender”, “Amendments to the tender” or “Withdrawal of the tender” must be indicated in the Subject of the consignment.

6.15. The withdrawal is of an unconditional nature and excludes the Tenderer's further participation in the procurement procedure.

**VII TENDER PRICE**

* 1. The price of the Tender must be indicated in the Letter of Tender (Annex 2) in accordance with the Technical Assignment specified in Annex 1 to the Regulations, as well as providing all the costs necessary for the performance of the work. The Tenderer shall indicate the price of additional works per unit in the Letter of Tender (Annex 2, item 4) for additional works that will be performed as necessary by concluding an additional agreement.
  2. Tender price must be indicated in *euro* (EUR) excluding the value added tax (hereinafter – VAT). Tender price shall comprise all taxes and duties, except the VAT stated in the normative acts of the Republic of Latvia that is stated separately in the Tender. Tender price shall be stated anticipating all costs according to the Regulations.
  3. The prices offered by the Tenderer must be fixed for the entire duration of the procurement contract and may not be the subject of any subsequent recalculations, except as provided in the Regulations and / or the procurement contract.
  4. The tenderer shall indicate in the financial Tender whether he / she needs an advance, as well as the amount of the advance as a percentage of the total amount offered. The amount of the advance may not exceed 10% (ten percent). The Applicant must note that the advance will be paid within 10 (ten) working days after the corresponding invoice and advance guarantee in the amount of 100% from the date of receipt of the advance amount. Tenders with an advance of more than 10% will be rejected as not in accordance with the regulations. Until the advance payment is made, the Applicant shall submit to the Customer an appropriate advance security in the amount of the advance payment (including VAT) - a bank guarantee acceptable to the Customer. The advance shall be secured in euro. The advance guarantee must be valid from the date of issue until the date, which is at least 30 (thirty) days after the term of performance specified in the procurement contract.

7.5. The Contracting Authority may request the Tenderer to submit a more detailed mechanism for the formation of the price / total amount of the contract.

7.6. The Procurement Commission evaluates the Tender price in EUR without VAT.

**VIII SUBMISSION AND OPENING OF TENDERS**

## 8. Place, time and procedure for submission of tenders

8.1. Place, time and procedure for submission of tenders

8.1.1. The Tenderer must submit the Tender and the documents attached to it **by June 30, 2022 at 10.00 (Latvian time)** by sending it to the following e-mails: Sandris.strazdins@conexus.lv and iepirkumi@conexus.lv.

8.1.2. The subject and identification number of the procurement and the note “Tender” must be indicated in the Subject of the consignment. The name, registration number and legal address of the Applicant must be indicated in the consignment.

8.1.3. The Tenderer must submit a valid electronic key and / or password for opening the encrypted document not earlier than 15 minutes before and not later than within 5 minutes after the deadline for submission of Tenders.

8.1.4. The Applicant bears the risk of non-delivery or non-delivery of the Tender on time.

8.1.5. If the Tender is submitted in accordance with Article 8.1.1. or the Tender is not drawn up in such a way that the information included in the Tender is not available until the opening of the tenders, the Contracting Authority shall recognize such Tender as non-compliant with the requirements of the Regulations and shall not consider it, regardless of the reason for delay.

8.1.6. The Tenderer may amend, supplement, or withdraw the submitted Tenders only until the deadline for submission of tenders. If amendments or additions are submitted in accordance with Article 8.1.1. If the submitted information is not available until the opening of the tenders, the Customer shall recognize them as non-compliant with the requirements of the Regulations and shall not examine them, regardless of the reason for the delay.

**8.2. Opening of Tenders**

8.2.1. The Procurement Commission shall open the tender documents, including corrections, additions and/or withdrawals of the Tender, immediately after expiry of the term for the submission of tenders specified in the Regulations.

8.2.2. The opening of the submitted tenders will take place without the participation of the representatives of the tenderers. If the Tenderer so requests, the Commission shall, within three working days of receipt of the request, issue a summary of the tenders received to the Tenderer.

8.2.3 Shipments marked "Withdrawal of Tender" are opened first, but shipments with The Tenders to which these withdrawals apply shall not be opened. The withdrawal shall be unconditional in nature and shall exclude further participation of the Tenderer in the procurement procedure.

8.2.4. Shipments marked "Add-ons to the Tender" / "Amendments to the Tender" shall be opened sequentially with the opening of the respective Tender Consignment of the Tenderer

8.2.5. Representatives of tenderers shall not participate in the evaluation of tenders. The Commission shall carry out the evaluation of tenders in closed session.

## Tender Validity

* + 1. The validity period of the Applicant'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 Applicant 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 Client may request the Applicant to extend the period of the Tender validity for a specified period of time. The Applicant vested by the extension will not be permitted to modify his Tender, Tender prices or content.

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

## 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 Applicants 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 referred to in Section 3 have been submitted;
       4. The validity term of the Tender does not correspond to the one specified in Article 8.3. herein;
       5. The Applicant has submitted several versions of the Tender in breach of Article 1.12 herein.

## Verification of applicant selection requirements

* + 1. The Committee will assess the compliance of the Applicant's Tenders with Article 3 herein.
    2. The Applicant will be excluded from the participation in the Negotiated procedure, if it complies with any of the exclusion conditions referred to in Article 3 herein.
    3. The Committee will perform the examination of the exclusion conditions only for the Applicant who, in accordance with the Terms of Reference, should be awarded the contract.
    4. The Applicant's Tender will be rejected if the Applicant does not comply with any of the qualification requirements provided for in Article 3 herein.

## Evaluation of the Technical Tenders

* + 1. The Committee will assess the compliance of the Applicant's technical Tender with the requirements set out in Article 3.2.3. of the Terms of Reference and the Technical Specification.
    2. The Applicant’s Tender will be rejected if the Committee finds that the documents of the technical Tender have not been submitted or such documents or their content do not comply with the requirements of the Terms of Reference and/or the Technical Specification.

## Evaluation of the Financial Tenders

* + 1. The Applicant’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 Terms of Reference.
    2. The Committee will check for arithmetic errors in the Applicants’ Tenders. If any arithmetic errors are found, the Committee will correct them. In case of error correction, the Committee will notify the Applicant whose errors have been corrected, also informing the Applicant about the corrected amount.
    3. The reasonably adjusted price of the Tender is considered binding on the Applicant. If the Applicant 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 consider the corrections.
    7. An unreasonably cheap Tender:
       1. The Committee will check if the Applicant has not quoted an unreasonably low price. If the Committee finds a Tender to be unreasonably cheap, it will request the Applicant in writing to explain in detail the relevant conditions for the implementation of the Tender.
       2. The Committee, in consultation with the Applicant will evaluate the explanations provided. The Committee has the right to require that the Applicant provides a printout from the State Revenue Service's electronic declaration system on the average hourly rates of occupational groups of the Applicant 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 Applicant'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 winner of the Tender shall be the Tenderer who has submitted the most economically advantageous Tender fully conforming to the requirements of the Regulations with the lowest total price of the service.

## 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 Applicant who has submitted the most economically advantageous Tender compliant with the requirements of the Terms of Reference;
       2. To terminate the Negotiated procedure, if:
          1. No Tenders have been submitted;
          2. Applicants do not comply with the selection requirements;
          3. Tenders non-compliant with the Terms of Reference have been submitted;
          4. Tenders exceed the contract price specified in the Terms of Reference (if specified);
          5. Tenders are recognised as unreasonably cheap.
       3. To interrupt the Negotiated procedure, if:
          1. Only one Applicant 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 Terms of Reference are objective and proportionate, the Committee shall decide whether the only Tender is appropriate to the needs of the Client and economically advantageous, and whether it is possible to enter into a Contract with the sole Applicant;
          2. There is an objective justification.
    2. In case of termination or interruption of the Negotiated procedure, the Client does not assume any obligations towards the Applicants.

**X NOTIFICATION OF THE DECISION,** **CONTRACT NEGOTIATIONS AND SIGNING OF CONTRACT**

## . The Committee informs the Applicants about the decision taken in the Negotiated Procedure electronically by e-mail.

## . Should the Contract negotiations prove unsatisfactory, the Client reserves the rights to invite the next highest ranked Applicant to the Contract negotiations.

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

## . Upon concluding the Contract with the winner of the Negotiated Procedure (hereinafter in this clause - the Contractor), the following provisions will be mandatory:

* + 1. The Customer shall pay for the provision of the service not later than within 30 (thirty) days from the date of handing over of the works - signing the act of acceptance and receipt of the invoice.
    2. The Customer has the right, within the framework of the contract, to request the Contractor to provide the additional services specified in Annex 1, not exceeding 25% of the contract amount in total.
    3. The Customer has the right to agree on the reduction of the price of the service in case if due to restrictions on the spread of covid-19 infection it is not possible to fulfil the obligations of the contract in full conformity with the specification (Annex 1 to the Regulation).
    4. The equipment that the Contractor brings in and transfers to the Customer's personnel must be insured against losses (including damages) that the Contractor may incur in the course of the performance of the works.

## The successful Applicant shall, within the period of 30 days, after receiving an e-mail from the Client of the results of the Negotiated procedure, sign the Contract with the Client.

## If the Client and the winner of the Negotiated Procedure do not conclude the Contract within 30 (thirty) days from the day when the Client has informed the Applicant about the result of the Negotiated Procedure, the Client is entitled to refuse to enter the Contract with the winner of the Negotiated Procedure. In such a case, the Client has the right to invite to the Contract negotiations the Applicant who has submitted the next most economically advantageous Tender or to terminate the Negotiation Procedure without selecting any Tender. If a decision has been made to award the procurement contract to the next Applicant who has offered the most economically advantageous Tender, but he refuses to conclude the procurement contract, the Client shall decide to terminate the Negotiated Procedure without selecting any Tender.

## If the Tender is submitted by only one Applicant, who has also been recognized as the winner of the Negotiated procedure and is a recognized low-tax or tax-free countries or territories registered merchant or foreign operators, which is a related company with the Client according of the Law “On Corporate Income Tax”, before the Contract is concluded successful Applicant 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 Applicant (a merchant or foreign operator) has been recognized as the winner of the Negotiated procedure, developing a permanent representation office for the purpose of Tax Convention or the Law "On taxes and duties", the successful Applicant shall be obliged to submit all the necessary supporting acknowledgements requested by the Client associated with the permanent representation.

## If an Applicant (a merchant or foreign operator) recognized as the winner of the Negotiated procedure is not European Union Member State Resident, and it is prescribed to involve into fulfilment of the Tender the European Union Member State Resident (including Resident of the Republic of Latvia) as a subcontractor, the Contract will include a Clause, that the subcontractor draws up the invoice for the subcontractor dispatched Works to the Client.

**XI CONFIDENTIALITY OF THE INFORMATION**

## No communication between the Applicants on the one hand and the Client or the Committee on the other hand shall take place during the Tender assessment period, except in cases provided for in the Terms of Reference.

## During the time period from submission of the Tenders until the moment of opening thereof the Client 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 Client will not provide information on the assessment procedure. Contents of the Tenders and Minutes of the Committee’s meetings is a trade secret and shall not be disclosed to other Applicants or third parties.

## The Client 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.

1. **ANNEXES ATTACHED TO THE TERMS OF REFERENCE**

The following annexes are attached to the Terms of Reference forming integral parts thereof:

Annex No. 1: Technical Specification

Annex No. 2: Letter of Application Form;

Annex No. 3: Statement of Applicant’s experience Form;

Annex No. 4: List of specialists and description of experience (form);

Annex No. 5: List of equipment and software;

Annex No. 6: Description of the methodology and standard plan of the works.

Chairperson of the Procurement Committee V.Apine

Riga, May 17, 2022

**Annex No. 1**

*Terms of Reference of Negotiated Procedure*

# *(ID Nr. PRO-2022/093)*

|  |
| --- |
| **TECHNICAL SPECIFICATIONS**  **performance of geophysical works and geophysical data interpretation of Incukalns Underground Gas Storage wells in 2022 -2023.** |

**1. Purpose of works**

* Control of gas saturation of gas-saturated thicknesses of Incukalns UGS reservoir and gas-water contact, after each gas withdrawal/gas injection cycle (twice a year, spring - autumn), based on the interpretation of neutron gamma logging diagrams (hereinafter - NGL);
* to evaluate the wells (production wells after refurbishment works) injectivity and the performance of the reservoir formation thickness at Incukalns UGS;
* determination of reasons of casing annulus gas leakages, intervals of behind-the-casing flow gas accumulations and cross gas flow intervals in Incukalns UGS wells using a set of highly sensitive thermometry, neutron gamma logging methods;
* determination and evaluation of the tightness of well casings cementation state, its contact with the well casings.

**2. Content and scope of works**

2.1. Interpretation of gas dynamic and NGL measurement results (gas saturation control) each year in 55 wells of Incukalns UGS in 2022 - 2023.

2.1.1.To perform NGL measurements in 25 (twenty five) wells of Incukalns UGS after gas withdrawal cycle (spring, March-May). To perform NGL measurement recordings with binding at 200 m depth interval, including the productive reservoir thickness.

2.1.2. To prepare the interpretation of the NGL geophysical information (25 wells) obtained in accordance with point 2.1.1.

2.1.3. Preparation of an **Informative report** of Incukalns UGS reservoir gas saturation intervals, including the main results, conclusions, and recommendations, according to the values and thickness, water - gas contact, based on interpretation of neutron gamma logging (NGL) diagrams.

2.1.4. To perform NGL measurements in 30 (thirty) wells after gas injection into Incukalns UGS (autumn, October - November). Measurement records with binding interval of 200 m, including the productive reservoir thickness. The records on two wells with annulus pressure has to be performed at an overall interval of 800 m i.e. across the whole casing string each year in the 2022-2024 period.

2.1.5. Interpretation of obtained geophysical information (30 wells) according to point 2.1.3.

2.1.6. Information preparation of Incukalns UGS reservoir gas saturation intervals, their values and thickness, gas – water contact, based on interpretation of neutron gamma logging (NGL) diagrams, will be provided until the end of the calendar year in the **Final report form** for each of the above-mentioned calendar years.

2.2. To select operating intervals in the productive reservoir and to determine their productivity, to determine the flow rates of the working intervals, to determine the initial and current reservoir pressures of the working intervals, to determine the productive characteristics (filtration resistance coefficients) and actual permeability of the operating intervals. Works are carried out during 2022 - 2023 years, as far as a certain well amount is returned into production after their refurbishment and completion works

(In 2022 productivity determination works shall be caried out at 16 production wells in the period of gas injection).

2.3. Identification of the well annular pressure causes and annular gas presence (autumn, October-November), intervals of annular gas accumulation and flow intervals in the wells of Incukalns UGS using highly sensitive thermometry, gamma and neutron gamma logging in 4 wells in 2022. In 2023 the works shall be caried by necessity.

**3. Work performance conditions**

3.1. Works, mentioned in Clause 2.2. and 2.3. of the Technical Requirements must be fully performed in the territory of the Republic of Latvia. The specialists of Incukalns UGS can and are able perform the NGL recordings according to the Clauses 2.1.1. and 2.1.4. in case if the personnel of the CONTRACTOR can’t arrive or fulfill its work regarding the COVID-19 epidemic restrictions. In that case the CONTRACTOR shall provide the CUSTOMER with the necessary calibrated probes, equipment, and instructions how to perform the works. The equipment shall be insured according to the Tender documentation requirements.

3.2. The CUSTOMER shall provide the CONTRACTOR with all the necessary technical information of the wells of Incukalns UGS and with the previous geophysical reports and data.

3.3. The necessary equipment and hardware for the completion of the tasks from the home country to the place of Work and back to the CONTRACTOR shall be delivered by the Contractor himself.

Equipment and hardware of the CONTRACTOR temporary imported to the Republic of Latvia is the property of the CONTRACTOR and, upon fulfillment of all obligations of the Contract, shall be returned to the Contractor's country of residence.

3.3. The CONTRACTOR independently uses and is responsible for the equipment to be used, temporarily imported and prepared in accordance with the maintenance and technical instructions for the performance of Works at Incukalns UGS.

3.4. The CUSTOMER shall prepare the necessary digging, fire and gas dangerous gas work permits and will prepare the wells for geophysical works.

3.5. When performing the Works, the CONTRACTOR abides to the existing standards and the order defined in the legal and regulatory documents of the Republic of Latvia, LVS 364:2020 “Natural gas storage facilities in aquifers and transmission system operation, maintenance and repair”, as well as in the following documents or their analogues:

- «Правила геофизических исследований и работ в нефтяных и газовых скважинах», утв. совместным приказом Минтопэнерго России и Минприроды РФ от 28.12.1999 г. № 445 \ 323;

(“Rules of geophysical research and work in oil and gas wells”, approved. by a joint order of the Ministry of Fuel and Energy of Russia and the Ministry of Natural Resources of the Russian Federation of December 28, 1999 No. 445 \ 323);

- РД-153-39.0-072-01 «Техническая инструкция по проведению геофизических исследований и работ приборами на кабеле в нефтяных и газовых скважинах», введ. в действие приказом Минэнерго РФ от 07.05.2001 г. № 134;

(RD-153-39.0-072-01 "Technical instructions for performing the geophysical surveys and work with instruments on the cable in oil and gas wells", introduced by the order of the Ministry of Energy of the Russian Federation No. 134 of 07.05.2001);

- «Правила безопасности в нефтяной и газовой промышленности», утв. Приказом Ростехнадзора от 12.03.2013 № 101;

("Safety rules in the oil and gas industry", approved by Order of Rostekhnadzor of 12.03.2013 No. 101;);

- «Основные условия производства промыслово-геофизических и прострелочно-взрывных работ на предприятиях ГГК «Газпром», Москва, 1989 г.

(“The main conditions for the production of geophysical and perforating operations at the enterprises of GTK Gazprom, Moscow, 1989).

3.6. The CUSTOMER hands over the following equipment to the CONTRACTOR for completion of the works:

|  |  |  |
| --- | --- | --- |
| No | **Name of equipment** | **quantity** |
| 1. | Neutron gamma loggings laboratory on MAN chassis, combined with the winch equipped with a 3000m single-wired armed logging cable 6.3mm (8.3mm available) | 1 |
| 2. | Gas dynamic testing probe SKAT-K8 (“CKAT-К8”) | 2 |
| 3. | Radioactive logging probe SKAT-RK (“CKAT-РK”) | 2 |
| 4. | Lubricating system set ULG-65x14 14 MPa (“УЛГ - 65 × 14 - 14 МPa”) | 1 |
| 5. | Recording Digital System “KEDR” | 1 |
| 6. | Geophysical loader crane PALFINGER PK 21.501 SLD3 on MAN chassis | 1 |
| 7 | Radioactive source with radioactive nuclide americium-241 Type ИБН-241-6-1 with fast neutron flow 5.82 × 106 neutron /sec | 1 |

Equipment for the performance of Works in accordance with the Technical Requirements shall be handed over after the Parties have agreed upon the acceptance report.

**4. Results and deliverables**

4.1. The Work will result in information on the existing gas saturation of the reservoir of Incukalns UGS, as well as the performance data of the refurbished wells.

4.2. During the performance of the Works, the CONTRACTOR shall hand over to the CUSTOMER the operational information of the existing gas saturation of the reservoir and the performance of the wells in accordance with clause 5.2.

4.3. At the end of each year (but not later than December 9, 2022 and December 11, 2023), the CONTRACTOR shall submit a **Final report** on geophysical works in the wells of Incukalns UGS, a hard copy with colored graphic materials in one copy and digitally on the CD - in two copies. The report should include a CD (in two copies) with output geophysical information in LAS. format.

4.4. The **Final report** has to include the conclusions about all the wells, in which the research was carried out. The conclusions should contain detailed information on the measurements and conclusions made.

**5. Work completion deadlines**

5.1. The performance of the Works will be carried out in accordance with a prepared calendar plan by the CONTRACTOR and after the signing of the Contract in 2022. The deadline of the Contract: 19th December 2023.

5.2. The CONTRACTOR shall deliver to the CUSTOMER the results of the interpretation of each separate well and the final reports of geophysical works within 10 (ten) working days after receipt of the technical data.

5.3. The date of performance Contract obligations is the date of CUSTOMER signed acceptance certificate provided, that all the obligations stipulated in the Contract have been fulfilled.

**Annex No. 2**

*Terms of Reference of Negotiated Procedure*

# *(ID Nr. PRO-2022/093)*

# **LETTER OF APPLICATION FORM**

|  |  |  |
| --- | --- | --- |
| 2022. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Nr.\_\_\_\_\_\_\_\_\_\_ | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  */Place/* |
| To: | **JSC “Conexus Baltic Grid”**  **Stigu iela 14, Rīga, LV-1021** | |

**Negotiated procedure "\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_”, ID No. PRO-2022/093.**

Having read the Terms of Reference of the Price Inquiry, 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, Tender and Terms of Reference and the contract price indicated in the financial Tender.

1. Information on the Applicant:
   1. Applicant’s name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
   2. Registered with No.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
   3. Tax payer’s registration No.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
   4. Legal address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
   5. Contact person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(given name, surname, position)

* 1. Telephone No.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
  2. Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
  3. E-mail address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
  4. Beneficial Owners (Participants) of the Applicant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. We hereby certify that the documents attached hereto represent this Tender.
2. We understand and agree to the Terms of the Price Inquiry.
3. We hereby confirm that our Tender is valid for 90 (ninety) days following the end of the Tender submission period.
4. We hereby certify that we are not interested in any other Tender submitted under this procurement procedure.
5. 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.
6. We confirm that <Applicant’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.
7. We confirm that <Applicant'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.
8. 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.
9. 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.
10. 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.
11. We certify that, at the request of the Client, we can demonstrate compliance with the data protection requirements concerning the processing of data of the data subjects included in our Tender.
12. We point out that page \_\_\_\_\_\_\_ of the Tender contains information that is to be considered as confidential/commercial secret in accordance with the provisions of Section 2, Paragraph one of the Commercial Secrets Protection Law.
13. We certify that if <Applicant'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.
14. 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 Applicant, 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 Applicant 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 Applicant is a partnership.
15. We certify that we **have / do not have** (*the applicant underlines the relevant*) a valid certificate issued in accordance with the standard ISO 45001: 2018 “Occupational health and safety management systems Requirements with guidance for use. instructions for use”) or equivalent.
16. We certify that we **have / do not have** (*the applicant underlines the relevant*) a valid certificate of compliance with environmental management standards or environmental management systems that comply with European or international environmental management system standards and have been approved by bodies accredited in accordance with regulatory enactments.
17. Having read the Terms of Reference of the Tender, we confirm that if our Tender is recognized as the most economically advantageous and a contract is concluded with us, we undertake to perform works in accordance with the regulations of the open tender, the Technical Specifications in Annex 1 thereto at the following price (Financial Tender):

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | | | | | |
| **No** | **List of works** | **Amount** | **Price EUR (without VAT) per 1 (one) unit** | **Amount in EUR (without VAT)** |
|  |
| **1** | Equipment mobilisation / demobilisation |  | |  |
| **2** | The control of gas reservoirs gas saturation interval, its value and thickness, water - gas contact, based on interpretation of neutron gamma logging (NGL) diagrams | **110 wells (55 wells each year according to clause 2.1. of technical specification)** |  |  |
| **3** | Identification of the well annular pressure causes and annular gas presence | **4 wells (according to clause 2.3. of technical specification)** |  |  |
| **4** | Determination of the operating intervals in the productive reservoir of Incukalns UGS, determination of their productivity, to determine the flow rates of the working reservoir intervals | **16 wells in 2022 (in 2023 according to the established well count\*price per one well, according to clause 2.2. of technical specification)** |  |  |
|  | **TOTAL, excluding VAT in EUR** | | |  |
|  | **VAT 21%:** | | |  |
|  | **Amount in EUR (with VAT 21%):** | | |  |

19. We hereby certify that the offered price is determined for such place of performance of works and the price includes all related costs t.sk. transport, personnel: JSC "Conexus Baltic Grid", Inčukalns underground gas storage facility, Krimulda municipality, Krimulda municipality, Latvia, LV-2144.

20. Advance payment in the amount of \_\_\_\_\_% of the contract amount for which a \_\_\_\_\_\_\_ Payment terms: \_\_\_\_\_ % postpaid (once a month for works actually executed in the previous month).

21. Information regarding subcontractors, if any \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

22. Information on whether the Applicant is/is not considered to be an undertaking related to joint stock company Conexus Baltic Grid within the meaning of the Law On Enterprise Income Tax (if necessary) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

23. Information on whether the Applicant is/is not registered in the country with which the Convention for the Prevention of Double Taxation and Tax Evasion has been entered into for the Republic of Latvia (if applicable)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

*Annex:*

1. *Documents must be attached in accordance with Paragraph 8 of the Tender Regulations*

1.1.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_pages;

1.2.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_pages;

….

(Given name, surname, position, signature of the executive body of the applicant with the right of representation or the given name, surname, position, signature of the proctor, authorised person)

**Annex No. 3**

*Terms of Reference of Negotiated Procedure*

# *(ID Nr. PRO-2022/093)*

**Information on the Applicant's transaction experience, which certifies the Applicant's compliance with the requirements of Clause 4.3 of the Regulation**

|  |  |  |
| --- | --- | --- |
| **Customer**  **(name, address, contact person, telephone number)** | **Scope and description of the subject matter of the contract** | **Contract**  **period** |
|  |  |  |
|  |  |  |
|  |  |  |

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

Signature:

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

Position:

**Annex No. 4**

*Terms of Reference of Negotiated Procedure*

# *(ID Nr. PRO-2022/093)*

**LIST OF SPECIALISTS OFFERED BY THE APPLICANT AND DESCRIPTION OF EXPERIENCE (FORM)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Nr.** | **Specialist's name, surname** | **Position in which the specialist has been offered** | **Description of the experience of the specialist**  **(description of the service provided in conformity with the requirements included in Paragraph 4.5 of the Regulations for the relevant specialist)** | **Time of provision of the service**  **(indicate the month and year when the performance of the service was commenced and completed)** | **Recipient of the service**  **(name)**  **and**  **contact information for feedback**  **(Name Surname, position held, telephone)** |
| 1. | ... |  |  |  |  |
| ... |  |  |  |  |  |
| ... |  |  |  |  |  |
| ... |  |  |  |  |  |
| ... |  |  |  |  |  |

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

Signature:

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

Position:

**Annex No. 5**

*Terms of Reference of Negotiated Procedure*

# *(ID Nr. PRO-2022/093)*

**LIST OF EQUIPMENT AND SOFTWARE**

|  |  |
| --- | --- |
| **No.** | **Description** |
| **1** | Interpretation of the results of the gas-dynamic and radioactive logging NGL (gas saturation control) |
| 1.1. | Software to be used |
| **2** | In wells, during the gas injection period, in the perforation zone, to distinguish the working intervals and their thickness, to determine the productivity (Qmax) of working intervals, the characteristics of productivity (filtration resistance coefficients), and the factual permeability. |
| 2.1. | Equipment to be used |
| 2.2. | Software to be used |
| **3** | Assessment of the filling of the annulus space of wells with cement, the presence of canals in the cement stone and its permeability, strength, and condition/state of cement stone, cements contact with the wells casing. |
| 3.1. | Equipment to be used |
| 3.2. | Software to be used |
| **4** | Determination of well annulus/intercolumn pressures and causes of gas flow, accumulation of gas and determination of gas overflow intervals by highly sensitive thermometer methods and neutron gamma logging (NGL). |
| 4.1. | Equipment to be used |
| 4.2. | Software to be used |

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

Signature:

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

Position:

**Annex No. 6**

*Terms of Reference of Negotiated Procedure*

# *(ID Nr. PRO-2022/093)*

**DESCRIPTION OF THE METHODOLOGY AND STANDARD PLAN OF WORKS**

|  |  |
| --- | --- |
| **No.** | **Description** |
| **1** | Interpretation of the results of the gas-dynamic and radioactive neutron-gamma logging NGL (gas saturation control) |
| 1.1. | Brief description of the methodology |
| **2** | In wells, during the gas injection period, in the perforation zone, to distinguish the working intervals and their thickness, to determine the productivity (Qmax) of working intervals, the characteristics of productivity (filtration resistance coefficients), and the factual permeability. |
| 2.1. | Brief description of the methodology |
| 2.2. | Standard work plan |
| **3** | Assessment of the filling of the annulus space of wells with cement, the presence of canals in the cement stone and its permeability, strength, and condition/state of cement stone, cements contact with the wells casing. |
| 3.1. | Brief description of the methodology |
| 3.2. | Standard work plan |
| **4** | Determination of well annulus/intercolumn pressures and causes of gas flow, accumulation of gas and determination of gas overflow intervals by highly sensitive thermometer methods and neutron gamma logging (NGL). |
| 4.1. | Brief description of the methodology |
| 4.2. | Standard work plan |

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

Signature:

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

Position: