

Clause 4.1.1., 4.2.1.  
updated on 20.05.2022.

## **OPEN NEGOTIATED PROCEDURE**

**"Purchase of spare parts for the compressor Cooper Bessemer 12z330"**

### **REGULATIONS**

**ID Nr. PRO-2022/113**

Riga, 2022

## 1. GENERAL PROVISIONS

- 1.1. 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).
- 1.2. The procurement “Purchase of spare parts for the compressor Cooper Bessemer 12z330”, ID Nr. PRO-2022/113, is organized as an open 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”.
- 1.3. 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”.
- 1.4. The Contest is organized by the contracting authority publishing the Contest Regulations with annexes (hereinafter - the Regulations), as well as its amendments and answers to the questions asked by the Supplier on the website: <http://www.conexus.lv>.
- 1.5. The invitation to participate in the Contest is also published in the Publications Management System of the Procurement Monitoring Bureau (<https://info.iub.gov.lv/lv/meklet/sps/1>).
- 1.6. The exchange of information between the 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.
- 1.7. Contact persons who can provide additional information:
  - 1.7.1. with regard to the technical requirements (Technical specification): Incukalns Undaerground Gas Storage Gas Compressors Service Head of Service - Andris Smilga, mobile phone (+371) 26400949, e-mail: [andris.smilga@conexus.lv](mailto:andris.smilga@conexus.lv);
  - 1.7.2. with regard to the procedure and the Terms of Reference - Leading Procurement Specialist of the Procurement Division of the Legal Department Imants Vulāns, mobile phone (+371) 29358268, e-mail: [imants.vulans@conexus.lv](mailto:imants.vulans@conexus.lv);
- 1.8. 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 5 (five) 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.
- 1.9. 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.
- 1.10. 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.
- 1.11. Each Applicant may submit only one Tender. The Tender must be submitted for the entire amount of the procurement subject **or** separate items from the list of spare parts (Annex 2, paragraph 5 of the Regulations).
- 1.12. It is not allowed for the Applicant to submit several variants of the Tender.

- 1.13. Any provision or condition included in the Applicant's Tender, which is in conflict 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.
- 1.14. The Client is not responsible for the incompletely prepared Tenders of the Applicant, if the Applicant has not taken into account the amendments, changes, answers provided and clarifications on the Terms of Reference, if the Applicant was informed about them.
- 1.15. 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.
- 1.16. Participation in the Negotiation Procedure is allowed: 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.

## **2. INFORMATION ON THE SUBJECT OF THE NEGOTIATED PROCEDURE**

- 2.1. The Subject of the Negotiated Procedure is the purchase of the spare parts for the compressor Cooper Bessemer 12z330 (further – the Products).
- 2.2. The Applicant within the Negotiation Procedure is allowed to offer a product which is manufactured in: a NATO country, a NATO contact country (Australia, Japan, New Zealand, the Republic of Korea (South Korea)), the European Union or EEA country.
- 2.3. Applicant does not have the rights to offer an analogue product.
- 2.4. Procurement nomenclature CPV code: 34310000-3 (Engines and engine parts).
- 2.5. Terms of delivery: DDP Incukalns Undaerground Gas Storage, Krimulda Parish, Sigulda District (INCOTERMS 2020).
- 2.6. Terms of Payment - payment after receipt of the Product at the delivery place specified by the Contracting Entity. The Proposal intending the advance payment shall be declared non-compliant to the requirements of the Regulations.
- 2.7. The minimum warranty period for the Products is specified in the Technical Specification.
- 2.8. Term of performance of the Contract: **not later than by 20 December 2022.**
- 2.9. The tender selection criterion shall be the most economically advantageous tender, which shall be determined taking into account the amount offered under **each item** from the list of spare parts (Annex 2, paragraph 5 of the Regulations).

## **3. APPLICANT SELECTION REQUIREMENTS, DOCUMENTS TO BE SUBMITTED**

### **3.1. Applicant selection requirements:**

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

<b>NON-ELIGIBILITY OF EXCLUSION CONDITIONS</b>
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NR.	Exclusion condition, according to which the Applicant shall be excluded from the participation in the Negotiated procedure	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 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.	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 Applicant has fulfilled obligations relating to the payment of taxes or social security contributions in country of his registration.
3.1.1.2.	The Applicant is declared insolvent, its economic activities are suspended, or the Applicant 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 Applicant has not been declared insolvent or wound up and his business activities have not been suspended or ceased.
3.1.1.3.	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.	Documents do not need to be submitted.  The Client will check non-eligibility of this exclusion condition in the course of evaluation of the Tender.	
3.1.1.4.	The Applicant is subject to the restrictions set forth in Section 11 <sup>1</sup> , Paragraph one of the Law on International Sanctions and National Sanctions of the Republic of Latvia.	Confirmation (included in the Application Form in Annex No. 1) that in relation to the Applicant, a member of the Applicant's Board or Council, the beneficial owner, the person entitled to represent or the procurator, or the person authorized to represent the Applicant in activities related to the	1) Confirmation (included in the Application Form in Annex No. 1) that in relation to the Applicant, a member of the Applicant's Board or Council, the beneficial owner, the person entitled to represent or the procurator, or the person authorized to represent the Applicant in activities related to the

		<p>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.</p> <p>The Client will check non-eligibility of this exclusion condition in the Register of Enterprises and on the websites:</p> <p>1) <a href="https://sankcijas.fid.gov.lv/">https://sankcijas.fid.gov.lv/</a></p> <p>2) <a href="https://www.sanctionsmap.eu/#/main">https://www.sanctionsmap.eu/#/main</a></p> <p>3) <a href="https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/consolidated.aspx">https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/consolidated.aspx</a></p>	<p>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 has been imposed.</p> <p><i>and</i></p> <p>2) A statement issued by the respective state institution or extract / printout from the respective state institution database containing information about the Applicant, members of the Applicant's board or council, the beneficial owner, the person entitled to represent or the procurator, or the person authorized to represent the Applicant in activities related to the branch.</p> <p><i>and</i></p> <p>3) The Client will check non-eligibility of this exclusion condition in the Register of Enterprises and on the websites:</p> <p>1) <a href="https://sankcijas.fid.gov.lv/">https://sankcijas.fid.gov.lv/</a></p> <p>2) <a href="https://www.sanctionsmap.eu/#/main">https://www.sanctionsmap.eu/#/main</a></p> <p>3) <a href="https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/consolidated.aspx">https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/consolidated.aspx</a></p>
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**QUALIFICATION REQUIREMENTS**

	<b>Qualification requirement</b>	<b>Documents to be submitted by a person registered or permanently residing in the Republic of Latvia</b>	<b>Documents to be submitted by a person registered or permanently residing in a foreign country</b>
3.1.1.5.	<p>The Candidate, a member of a partnership (if the Candidate is a partnership), a member of the association of suppliers (if the Candidate is an association of suppliers) and/or a person (subcontractor) specified by the Candidate, on which the Candidate relies in order to certify that qualification complies with the requirements specified in the Regulations, has been registered in the procedure provided for in laws and regulations is:</p> <ul style="list-style-type: none"> <li>- a legal entity that is registered in the cases specified in regulatory enactments in a NATO country, NATO Contact Country (Australia, Japan, New Zealand, Republic of Korea), European Union or European Economic Area (hereinafter - EEA) member state and its real beneficiary is NATO country, NATO Contact Country (Australia, Japan, New Zealand, Republic of Korea), a citizen of the European Union or an EEA country</li> </ul> <p>or</p> <ul style="list-style-type: none"> <li>- a natural person who is a citizen of NATO country, NATO Contact Country (Australia, Japan, New Zealand, Republic of Korea), the</li> </ul>	<p>Documents do not need to be submitted. The Public Service Provider will check this condition in public database of the Register of Enterprises.</p>	<p>Copy of registration certificate, a statement issued by the respective state institution or extract / printout from the respective state institution database.</p>

	European Union or an EEA country.		
3.1.1.6.	The Applicant'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.  <b>A power of attorney issued to another person to sign the Tender, if other person has been appointed to sign the documents.</b>	1) A statement issued by the respective state institution or extract / printout from the respective state institution database containing information on the Applicant's officials with representation rights.  2) <b>A power of attorney issued to another person to sign the Tender, if other person has been appointed to sign the documents.</b>
3.1.1.7.	The Tenderer has at its disposal all the necessary resources for timely and high-quality performance of the contract. - The tenderer is a manufacturer or has the right to sell the products of a particular manufacturer and assume warranty obligations necessary for the performance of the procurement contract.	A document certifying the Applicant's right to sell the Product of a particular manufacturer	A document certifying the Applicant's right to sell the Product of a particular manufacturer

- 3.1.2. Statements and other documents for the verification of the exclusion conditions, which in the cases provided for in the Terms of Reference are issued by the competent institutions of the Republic of Latvia, will be accepted and recognised by the Client 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 recognised by the Client 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.
- 3.1.3. The Client at any stage of the Negotiated procedure has the right to request that the Applicant provides all or part of the documents confirming compliance with the selection requirements set out in the Terms of Reference. The Client will not request such documents or information that is in its possession or is available in the public databases.
- 3.1.4. If the Committee finds that according to the information available in the State Revenue Service public tax debtors database on the last data update date, the Applicant on the last day for the submission of the tenders or on the day when the decision is made on possible awarding of the procurement contract has a tax debt (including obligatory social security payment liabilities) in total exceeding 150 euros, the Committee will set a deadline - 10 days from the day of issuing or sending the information for submitting a statement that the Applicant on the

last day for the submission of the tenders or on the day when the decision was made on possible awarding of the procurement contract had no tax debt (including obligatory social security payment liabilities) in total exceeding 150 euros. If the Applicant concerned fails to submit the said statement by the set deadline, the Client will exclude the Applicant from further participation in the Negotiated procedure.

- 3.1.5. To prove that the Applicant or person referred to in Article 3.1.4. herein had no tax debt (including obligatory social security payment liabilities) in total exceeding 150 euros in Latvia, the Applicant shall by the deadline referred to in Article 3.1.6. herein submit the following:
  - 3.1.5.1. A printout from the State Revenue Service's electronic declaration system certified by the respective person or its representative or a reference issued by the State Revenue Service proving that this person had no tax debt (including obligatory social security payment liabilities);
  - 3.1.5.2. A copy of the decision of the State Revenue Service on the extension of the deadline for paying taxes or postponing payment of taxes, or a copy of an agreement with the State Revenue Service on payment of the tax debt or other objective evidence of the absence of tax debts.

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

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

- 3.2.1. Letter of application for participation in the Negotiated procedure, completed and executed in accordance with the form attached in Annex 1.
- 3.2.2. Applicant's selection documents, in accordance with the provisions of Clause 3.1., and:
- 3.2.3. Technical Tender:
  - 3.2.3.1. The Tenderer must prepare the Technical Proposal in accordance with the provisions of the Technical Specification, using form in Annex 3 to the Contest Regulations.
  - 3.2.3.2. The Applicant must prepare and submit the Tender in such a way that it contains all the information necessary for the evaluation process in accordance with the provisions of the Terms of References.
  - 3.2.3.3. The Applicant is entitled to include in the technical Tender any other documents and information that the Applicant deems necessary to indicate.
- 3.2.4. Financial Tender:
  - 3.2.4.1. The financial Tender shall be drawn up by the Applicant and submitted in accordance with the form in Annex 3 to the Terms of Reference.
  - 3.2.4.2. The Applicant 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 Applicant may incur in connection with the timely and high-quality performance of the Contract.
  - 3.2.4.3. In the financial offer, prices / amounts must be indicated in EUR without VAT. The total amount of positions and the total amount of the contract must be calculated and indicated to the nearest 2 (two) decimal places.
  - 3.2.4.4. The prices quoted by the Applicant 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 Terms of Reference and/or Contract.



3.2.4.5. The already indicated / defined columns may not be deleted from the financial tender form.

3.2.4.6. The Client may request the Applicant to provide a more detailed price formation mechanism.

## **4. TENDER**

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

- 4.1.1. The Applicant must submit the Tender 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. The Tender must be prepared in such a way that the Client would not have limited access to the Tender information, the Tender must not contain computer viruses and other harmful software or their generators.
- 4.1.2. The Client is not responsible for the premature opening of the 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.
- 4.1.3. In drawing up the Tender, the Applicant shall comply with the Law on Legal Force of Documents, Electronic Documents Law, Cabinet Regulation No. 558 “Procedures for Drawing up and Preparing Documents” (Adopted 4 September 2018) and Cabinet Regulation No. 473 “Procedures for the Preparation, Drawing Up, Storage and Circulation of Electronic Documents in State and Local Government Institutions, and the Procedures by which Electronic Documents are Circulated between State and Local Government Institutions, or Between These Institutions and Natural Persons and Legal Persons” (Adopted 28 June 2005) with regard to the preparation and execution of documents, the execution of electronic copies of electronic documents as well as printed documents and their legal force.
- 4.1.4. The documents included in the Tender must be signed together as one file, including a separate file indicating the attached files (file name and short content).
- 4.1.5. The Tender may not contain computer viruses and other malicious software or their generators.
- 4.1.6. The Tender must be prepared in Latvian or English. Documents submitted in other languages must be accompanied by a translation into Latvian or English, certified in accordance with the Cabinet Regulation No. 291 “Procedures for the Certification of Document Translations in the Official Language” (adopted 22 August 2000). The Applicant is responsible for the compliance of the translation of the documents with the original.
- 4.1.7. 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.
- 4.1.8. The Tender and confirmations must be signed by the Applicant's representative with the right to sign or his / her authorized person (adding a power of attorney in the Applicant's selection documents section). The power of attorney must specify the scope of the rights and obligations conferred on the authorized representative.
- 4.1.9. If, in the opinion of the Applicant, any of the components of the Tender is considered a commercial secret, the Applicant shall indicate it in its Tender. Information that is generally available in accordance with regulatory enactments, including information included in the Terms of Reference, cannot be recognized as a commercial secret.
- 4.1.10. The Applicant is entitled to make additions / corrections to the Tender or withdraw the Tender before the deadline for submission of Tenders.

- 4.1.11. Tender additions, corrections and withdrawal must be prepared and submitted by e-mail [imants.vulans@conexus.lv](mailto:imants.vulans@conexus.lv) and [iepirkumi@conexus.lv](mailto:iepirkumi@conexus.lv) until the deadline for submission of Tenders. Information specified by the notation “Additions to the Tender”, “Amendments to the Tender” or “Tender Withdrawal” must be indicated on subject.
- 4.1.12. The withdrawal is of an unconditional nature and it excludes the Applicant's further participation in the Negotiated Procedure.

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

- 4.1.1. The Applicant must submit the Tender and the attached documents by e-mail: [imants.vulans@conexus.lv](mailto:imants.vulans@conexus.lv) and [iepirkumi@conexus.lv](mailto:iepirkumi@conexus.lv) by **May 31, 2022, 14.00** (Latvian time).
- 4.1.2. In the e-mail subject must be indicated the name and identification number of the procurement and the note “Tender”.
- 4.1.3. The Applicant must submit a valid electronic key and 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 the Tender.
- 4.1.4. The Applicant shall undertake the risk for delivery of the Tender in time.
- 4.1.5. The Applicant may amend, supplement or withdraw the submitted Tender only until the deadline for submission of Tenders.

#### **4.2. Opening of Tenders**

- 4.2.1. Tender documents, including the amendments and cancellations of Tender shall be opened by the procurement Commission on **May 31, 2022 at 14.00 (after Latvian time)**.
- 4.2.2. Procurement commission shall open only those Tenders that are received by the Contracting Authority within the deadline set in the Regulations.
- 4.2.3. Only the Procurement commission and representative of Public Utilities Commission invited by the Contracting Authority can participate in opening of Tenders. To ensure the protection of information containing commercial secrets, participation of other persons, including the representatives of Candidates is not allowed in opening of Tenders.
- 4.2.4. When opening the Tenders, the chairman of the Procurement Commission or other member of the Procurement Commission reads the data of each Tenders (Tender price) that are entered in the protocol of the meeting of Procurement Commission.
- 4.2.5. Applicants’ representatives do not participate in Tenders evaluation process. The Committee evaluates Tenders in closed meetings.

#### **4.3. Tender Validity**

- 4.3.1. 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 4.2.1. Tenders with a lower validity may be considered ineligible and may be rejected.
- 4.3.2. 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.
- 4.3.3. 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.

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

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

- 5.1.1. 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:
  - 5.1.1.1. The Tender is not signed;
  - 5.1.1.2. The Tender has such arrangement non-compliances that have a significant effect on the assessment of the Tender;
  - 5.1.1.3. Not all documents referred to in Section 3 have been submitted;
  - 5.1.1.4. The validity term of the Tender does not correspond to the one specified in Article 4.3 herein;
  - 5.1.1.5. The Applicant has submitted several versions of the Tender in breach of Article 1.12 herein.

### **5.2. Verification of applicant selection requirements**

- 5.2.1. The Committee will assess the compliance of the Applicant's Tenders with Article 3.1 herein.
- 5.2.2. 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 3.1 herein.
- 5.2.3. 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.
- 5.2.4. The Applicant's Tender will be rejected if the Applicant does not comply with any of the qualification requirements provided for in Article 3.1 herein.

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

- 5.3.1. 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.
- 5.3.2. 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.

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

- 5.4.1. 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.
- 5.4.2. 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.
- 5.4.3. 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.
- 5.4.4. If an arithmetical error in the calculation of taxes has been founded in the financial Tender, the Committee shall correct it in accordance with the tax calculation procedure specified in regulatory enactments.
- 5.4.5. In case of any inconsistency between the numerical value designations in words and numbers, the word designation shall prevail.
- 5.4.6. In assessment of the financial Tender with arithmetical errors, the Committee will take into account the corrections.
- 5.4.7. An unreasonably cheap Tender:

- 5.4.7.1. 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.
- 5.4.7.2. 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, if the State Revenue Service collects such data.
- 5.4.7.3. 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.

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

- 5.5.1. The selection criterion is the most economically advantageous Tender, **which will be determined considering the total price offered (EUR excluding VAT) for each item of spare parts specified in Paragraph 5 of the Technical Specification.**
- 5.5.2. If several tenderers offer the same price under any of the spare parts items referred to in Paragraph 5 of the Technical Specification (Annex No.2), the Commission shall select an Applicant who first submitted offer.
- 5.5.3. The Committee awards the Contract to the Applicant whose Tender is considered to comply with all the requirements of the Terms of Reference and is the most economically advantageous with the lowest total bid for each spare parts item specified in Paragraph 5 of the Technical Specification separately.
- 5.5.4. The Client is not obliged to purchase the entire quantity of Products that indicated in Paragraph 5 of the Technical Specification.

## **5.6. Making a decision**

- 5.6.1. After the assessment of the Tenders, the Committee will pass one of the following decisions:
  - 5.6.1.1. To award the contract to the Applicant who has submitted the most economically advantageous Tender compliant with the requirements of the Terms of Reference;
  - 5.6.1.2. To terminate the Negotiated procedure, if:
    - 5.6.1.2.1. No Tenders have been submitted;
    - 5.6.1.2.2. Applicants do not comply with the selection requirements;
    - 5.6.1.2.3. Tenders non-compliant with the Terms of Reference have been submitted;
    - 5.6.1.2.4. Tenders exceed the contract price specified in the Terms of Reference (if specified);
    - 5.6.1.2.5. Tenders are recognised as unreasonably cheap.
  - 5.6.1.3. To interrupt the Negotiated procedure, if:
    - 5.6.1.3.1. 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;
    - 5.6.1.3.2. The next Applicant who has offered the most economically advantageous Tender, is to be regarded as one market participant together with the

initially selected Applicant who has been awarded the procurement contract;

5.6.1.3.3. There is an objective justification.

5.6.2. In case of termination or interruption of the Negotiated procedure, the Client does not assume any obligations towards the Applicants.

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

- 6.1. The Committee informs the Applicants about the decision taken in the Negotiated Procedure electronically by e-mail.
- 6.2. Should the Contract negotiations prove unsatisfactory, the Client reserves the rights to invite the next highest ranked Applicant to the Contract negotiations.
- 6.3. The Tender submitted by the winner of the Negotiated procedure is the basis for concluding the Contract.
- 6.4. 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.
- 6.5. 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 into 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.
- 6.6. 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).
- 6.7. 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.

## **7. RIGHTS AND OBLIGATIONS OF THE PROCUREMENT COMMITTEE, RIGHTS AND OBLIGATIONS OF THE APPLICANT**

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

- 7.1.4. to reject the Applicant's Tender if the Applicant 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;
  - 7.1.5. to reject the Applicant's Tender if the Applicant has not provided answers / explanations to the Committee's requests or has not participated in the explanatory meeting in accordance with Clause 7.1.1. and 7.1.2.;
  - 7.1.6. To accept or decline any Tender, to discontinue the Tender procedure and to decline all the Tenders at any time prior to awarding of the procurement contract if it has a valid reason for that and it does not contradict laws and regulations of the Republic of Latvia, without reimbursing any costs related to the preparation of the Tender and participation in the Tender incurred by the Applicants.
- 7.2. Obligations of the Committee:
- 7.2.1. To consider Tenders submitted by the deadline for the submission of Tenders provided for herein;
  - 7.2.2. To pass a decision on the Tender procedure or results.
- 7.3. The Applicant is eligible to make a timely written request to the Committee for additional information regarding the Terms of Reference.
- 7.4. The Applicant 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.

## **8. CONFIDENTIALITY OF THE INFORMATION**

- 8.1. 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.
- 8.2. 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.
- 8.3. 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.

## **9. ANNEXES ATTACHED TO THE TERMS OF REFERENCE**

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

- Annex No. 1: Letter of Application Form;
- Annex No. 2: Technical Specification;
- Annex No. 3: Financial Tender Form.

Chairperson of the Procurement Committee

I.Vulāns

Riga, May 20, 2022

## LETTER OF APPLICATION FORM

2022. \_\_\_\_\_ Nr. \_\_\_\_\_

\_\_\_\_\_  
/Place/

To:                   **JSC “Conexus Baltic Grid”**  
                          **Stigu iela 14, Rīga, LV-1021**

**Negotiated procedure “Purchase of spare parts for the compressor Cooper Bessemer 12z330”,  
ID nr. PRO-2022/113**

Having read the Terms of Reference of the Negotiated Procedure, 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 delivery 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:
  - 1.1. Applicant’s name: \_\_\_\_\_
  - 1.2. Registered with No.: \_\_\_\_\_
  - 1.3. Tax payer’s registration No.: \_\_\_\_\_
  - 1.4. Legal address: \_\_\_\_\_
  - 1.5. Contact person: \_\_\_\_\_  
(given name, surname, position)
  - 1.6. Telephone No.: \_\_\_\_\_
  - 1.7. Fax: \_\_\_\_\_
  - 1.8. E-mail address: \_\_\_\_\_
  - 1.9. Beneficiaries: \_\_\_\_\_  
(name, surname, country of residence)
  - 1.10. Country of origin of the Products: \_\_\_\_\_.
2. We hereby certify that the documents attached hereto represent this Tender.
3. We understand and agree to the Terms of Reference and the terms of the contract.
4. We hereby confirm that our Tender is valid for 90 (ninety) days following the end of the Tender submission period.
5. We hereby certify that we are not interested in any other Tender submitted under this procurement procedure.
6. 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\*.
7. 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.
8. 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.

9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. nodarbina/ās Eiropas Savienības pilsoņus un/vai trešo valstu pilsoņus, tas ar augstu atbildības līmeni ievēro/os nozari reglamentējošos normatīvos aktus un tajos ietvertos principus un pienākumus.
16. 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.
17. We confirm that we **have/haven` t** got (Applicants underline the appropriate) a valid certificate in accordance with the standard ISO 45001:2018 “Occupational health and safety management systems Requirements with guidance for use” or equivalent. **Not evaluated, only for information!**
18. We confirm that we **have/haven` t** got (Applicants underline the appropriate) a valid certificate in accordance in compliance with environmental management standards or environmental management systems which comply with European or international environmental management system standards. **Not evaluated, only for information!**

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

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

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

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

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

The Tender has been drawn up and signed on \_\_\_\_\_ 2022.

*\* Competitor - any natural or legal person who is not the Applicant, and who submits a Tender 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.*



## TECHNICAL SPECIFICATION

### Supply of spare parts for Cooper-Bessemer 12Z330 Integral engines/compressors regular maintenance at JSC “Conexus Baltic Grid” “Incukalns Underground Gas Storage”.

#### 1. Technical specification of spare parts

The supplied spare parts have to correspond entirely to Cooper-Bessemer 12z330 manufacturer’s technical specifications. **Does not have the rights to offer an analogue product.**

#### 2. Scope of supply and delivery terms

2.1. The Tenderer might submit one Tender for the whole scope of supply or for the separate items of the spare parts list.

2.2. The spare parts have to be supplied in transport packing and conservation grease to prevent the Goods from the damages and corrosion during the transportation time.

2.3. The scope of supply might be changed in accordance with the Customer’s demand. Agreement will define the scope of supply.

#### 3. Warranty terms.

3.1. The supplied spare parts have to have the warranty not less than 12 months from the installation time or 18 months from the delivery time.

3.2. During the warranty period, in a case of spare parts failures, the Supplier has to ensure the replacement of the damaged parts for the spare parts useful for operation, covering the replacement and transportation expenses.

#### 4. Documentation.

4.1. Documents of Origin for spare parts

4.2. Information about the specific installation requirements.

4.3. In a case of a new updated technology – informative data sheets, the description of a technology, Installation and Operation Manuals.

#### 5. Spare parts list:

No.	Item	Number	Quantity	Note
1	FILTER ELEMENT Nugent	30-400-201	540	
2	SPARK PLUG	RW78N	120	
3	PISTON (POWER)	ZGMYK – 5 – 2A#5	4	
4	ROD PIN	G18-4-1E	8	
5	SEAL O RING	ZCSA-337-2#41	360	
6	SEAL O RING	ZW50A-2#174	72	
7	SEAL O RING	ZW50A-2#162	1000	
8	GASKET SPIRAL WND	Z2-02S-101-002	48	
9	SEAL O RING	ZCSA – 337-8#325	24	
10	SEAL O RING	ZCSA – 337-8#104	48	
11	SEAL O RING	ZW50A – 2#141	24	
12	ARTICULATED PIN BUSHING	ZGMYK-504-9A#1	4	
13	ALTRONIC CABLE ASSEMBLY, 15"	0006 593022-15	26	
14	ALTRONIC CABLE ASSEMBLY, 30"	0006 593022-30	4	
15	POPET	75 – 002B	500	
16	SPRRING 7#YELLOW	71 – 005A	500	
17	GASKET WIRE	ZSF – 34#113	100	

18	DISCHARGE VALVE	106-1999#6	3	
19	SUCTION VALVE	106-1996#3	3	
20	SUCTION VALVE	CE 106-2006#0	3	
21	GASKET WIRE	ZSF-34#128	36	
22	RIDER RING	1-10B-008-160-040	6	
23	RING	1-02R-008-160-00	12	
24	RIDER RING	CE 51 – 2860A	6	
25	RING	CE 50 – 5579A	12	
26	RIDER RING	CE 51 – 2859A	6	
27	RING	CE 50 – 5578A	12	
28	LINER	ZGMYK-9-5A	2	Chrome plated
29	PRESSURE SWITCH	NEO-Dyn 132P51cc6 50-250PSi	2	
30	PRESSURE SWITCH	CCS 6900GZE14 9-75PSI	1	
31	SHELL - ROD BEARING	ZGMYK-4-1D	2	
32	SHELL -BRG-MAIN	ZGMYK-7-1F#1	2	
33	PIN -ARTICULATED ROD	ZG18-4-1C	8	
34	HOUSING	ZGMYK-5-4C	2	
35	HARD CARBON SEAL 5.03"x4.10"x1,07"	2-01s-110-001	4	

**6. Place of delivery and conditions:** DDP Incukalns Underground Gas Storage, Krimulda Parish, Sigulda District (INCOTERMS 2020).

### FINANCIAL TENDER FORM

**Open negotiated procedure “Purchase of spare parts for the compressor Cooper Bessemer 12z330”, ID nr. PRO-2022/113**

<Applicant's name> offers to provide the Products according to technical specification for the following costs:

No.	Name*	Number	Quantity	Price per 1 (one) unit EUR without VAT	Total price EUR without VAT
1	2	3	4	5	6 = 4*5
1	FILTER ELEMENT Nugent	30-400-201	540		
2	SPARK PLUG	RW78N	120		
3	PISTON (POWER)	ZGMYK – 5 – 2A#5	4		
4	ROD PIN	G18-4-1E	8		
5	SEAL O RING	ZCSA-337-2#41	360		
6	SEAL O RING	ZW50A-2#174	72		
7	SEAL O RING	ZW50A-2#162	1000		
8	GASKET SPIRAL WND	Z2-02S-101-002	48		
9	SEAL O RING	ZCSA – 337-8#325	24		
10	SEAL O RING	ZCSA – 337-8#104	48		
11	SEAL O RING	ZW50A – 2#141	24		
12	ARTICULATED PIN BUSHING	ZGMYK-504-9A#1	4		
13	ALTRONIC CABLE ASSEMBLY, 15"	0006 593022-15	26		
14	ALTRONIC CABLE ASSEMBLY, 30"	0006 593022-30	4		
15	POPET	75 – 002B	500		
16	SPRRING 7#YELLOW	71 – 005A	500		
17	GASKET WIRE	ZSF – 34#113	100		
18	DISCHARGE VALVE	106-1999#6	3		
19	SUCTION VALVE	106-1996#3	3		
20	SUCTION VALVE	CE 106-2006#0	3		
21	GASKET WIRE	ZSF-34#128	36		
22	RIDER RING	1-10B-008-160-040	6		
23	RING	1-02R-008-160-00	12		
24	RIDER RING	CE 51 – 2860A	6		

25	RING	CE 50 – 5579A	12		
26	RIDER RING	CE 51 – 2859A	6		
27	RING	CE 50 – 5578A	12		
28	LINER	ZGMYK-9-5A	2		
29	PRESSURE SWITCH	NEO-Dyn 132P51cc6 50- 250PSi	2		
30	PRESSURE SWITCH	CCS 6900GZE14 9-75PSI	1		
31	SHELL - ROD BEARING	ZGMYK-4-1D	2		
32	SHELL -BRG-MAIN	ZGMYK-7-1F#1	2		
33	PIN - ARTICULATED ROD	ZG18-4-1C	8		
34	HOUSING	ZGMYK-5-4C	2		
35	HARD CARBON SEAL 5.03"x4.10"x1,07"	2-01s-110-001	4		
TOTAL PRICE					

***\*if the tenderer does not offer any of the spare parts, it shall indicate in the line of the financial tender, e.g. "we do not offer".***

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

**Delivery time:** not later than by 20 December 2022.

**We offer the warranty**  months from the installation time or  months from the delivery time (according to the Technical Specification paragraph 3.1.).

**We hereby certify that we fully understand the requirements laid down in the technical specification and, in the case of the award of the contract, will ensure the delivery of the products specified in the technical specification and the conditions of the guarantee.**

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

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

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