

20.01.2020. The updated offer submission deadline

**Open Tender “On the Supply of an Odorant Scintinel E or equal”  
REGULATIONS**

**Purchase identification number PRO-2019/315**

## I. GENERAL PROVISIONS

### 1. Purpose

The purpose of the open tender (hereinafter – the Tender) is to select a tenderer in a competitive, transparent and public manner for the qualitative and economically advantageous sale and supply of an odorant (hereinafter – the Goods).

### 2. Organiser of the Tender, Access to the Regulations and Further Information

2.1. The organiser of the Tender (the Contracting Entity) is Joint Stock Company "Conexus Baltic Grid", Unified registration No. 40203041605, Stigu 14, Riga, LV-1021.

2.2. The interested supplier (hereinafter the Candidate) may download the Tender Regulations (hereinafter the Regulations) from the Customer's website [www.conexus.lv](http://www.conexus.lv), section Tenders/Procurement.

2.3. The Candidates can receive further information on the technical issues of the Tender by contacting Mr. Aleksandrs Bezzubcevs, Head of the Gas Transmission Gas control station service of Joint Stock Company Conexus Baltic Grid, mobile phone (+ 371) 29407822, e-mail: [aleksandrs.bezzubcevs@conexus.lv](mailto:aleksandrs.bezzubcevs@conexus.lv); regarding issues related to the Tender procedure and the requirements included in the Regulations the Candidates may contact Mr Imants Vulāns, Leading procurement specialist of the Procurement Division, mobile phone (+371) 29358268, e-mail: [Imants.Vulans@conexus.lv](mailto:Imants.Vulans@conexus.lv).

2.4. The Candidates may ask questions by sending them electronically to the contact persons specified in Paragraph 2.3. The Customer will respond to the submitted requests for clarification electronically within 3 (three) business days, but no later than 2 (two) business days before the deadline for submission of the tenders.

### 3. Type of Tender

The Tender is organised as an open competition by the Customer publicly inviting the Candidates to submit their tenders (hereinafter the Tender). Participation in the Tender is an expression of free will of the Candidates, with equal terms for all Candidates.

### 4. Guidelines for Candidates

4.1. Participation in the Tender is open for a legal entity that can provide for the supply of the Products specified in the Regulations in accordance with the subject of procurement, which has experience meeting the requirements of the Regulations and which meets the other requirements set forth in the procurement procedure documentation.

4.2. The Candidate shall execute the Tender in accordance with the requirements of the Regulations. The Tender shall be submitted for the supply of the Products in accordance with the provisions of the Regulations, including in accordance with the Technical Specification attached in Annex 1 of the Regulations (hereinafter the Technical Specification). The Candidate is allowed to submit one option of the Tender.

4.3. The Candidate must thoroughly research the Regulations, comply with all the requirements and regulations specified in the Regulations and its Annexes, and assume responsibility for the Tender meeting the requirements of the Regulations.

4.4. Submitting the Tender means a clear and final intention of the Candidate to participate in the Tender and acceptance of the terms and conditions contained in the Regulations, certifying its understanding of the requirements included in the Regulations. The Tender is legally binding upon the Candidate that has submitted it. Deficiencies in the Tender or non-compliance with the

requirements of the Regulations discovered later shall not provide a reason for the Candidate increasing the Price of the Tender or extending the Product delivery deadline.

4.5. The Candidate shall fully cover all costs incurred in relation to preparation and submission of the Tender. The Customer shall not assume any liability for such costs, regardless of the results of the Tender.

4.6. The candidate is entitled to enter into an agreement for the supply of the products with a subcontractor, provided that full responsibility for the performance of the prospective agreement will be assumed by the candidate. If the candidate intends to enter into an agreement with a subcontractor regarding any part of the tender, it shall be clearly specified in the tender. In such an event, the candidate shall submit the documents specified in paragraph 7 of the regulations about the subcontractors.

4.7. Replacement of the subcontractor specified in the Tender during the period of performance of the prospective agreement shall only be permitted with the prior written consent of the Customer.

4.8. The Customer shall exclude the Tenderer from further participation in the Tender if at least one of the following circumstances exists:

4.8.1. The Candidate does not meet any selection requirement specified in Paragraph 6 of the Regulations or the Candidate has not submitted all the documents specified in Paragraph 7 of the Regulations;

4.8.2. The Candidate has failed to attach a completed and signed Tender Letter (hereinafter the Tender Letter) (sample in Annex 2 of the Regulations) to the Tender;

4.8.3. In its Tender, the Candidate has provided false or misleading information for the assessment of its qualifications, or has not provided the requested information at all;

4.8.4. The Candidate has not provided explanations or has not attended the explanatory meeting in accordance with Paragraphs 22 and 23 of the Regulations, or has not provided other information requested by the Customer.

4.9. The Contracting Entity is entitled to decline any Proposal that fails to meet the requirements stipulated in these Regulations.

4.10. A Proposal may only be submitted for the full scope of Goods listed in the Technical Specification of these Regulations (Annex 1).

## **II. INFORMATION ON THE SUBJECT OF THE TENDER**

### **5. Subject of the Tender; Quantitative and Qualitative Description**

5.1. The subject of the Tender and the prospective procurement contract shall be the sale and supply of an odorant pursuant to these Regulations and the Technical Specification attached hereto as Annex 1. The quantity of Goods specified in Annex 1 may vary depending on changes in the scope of work scheduled by the Contracting Entity. The Contracting Entity is not obliged to purchase the entire specified quantity of Goods and it is also entitled to demand the supply of larger quantity of Goods.

5.2. Goods delivery location: Stigu 14, Riga, LV-1021.

5.3. Terms of delivery of Goods — DAP (Incoterms 2010).

5.4. The Goods shall be supplied in several batches pursuant to the delivery schedule (Annex 1 to the Regulations).

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

### **III. QUALIFICATION REQUIREMENTS FOR CANDIDATE**

6. The Candidate shall be entitled to participate of the Tender if the following circumstances apply to it:

6.1. the Candidate has been registered as a commercial company in the Commercial Register of the Republic of Latvia or in the Register of Enterprises or similar register of its home country;

6.2. the Candidate is entitled to sell and supply the Goods in accordance with the regulatory acts of the State of its incorporation and registration;

6.3. the Candidate has experience in the production, sale and/or supply of Goods meeting the requirements of the Regulations and similar in terms of price during the last 2 (two) years (2018, 2019) or the Candidate is an authorized representative;

6.4. The Candidate does not have tax debts in the Republic of Latvia or in its home country, including debts for mandatory state social insurance contributions, exceeding 150 euros in aggregate in each country;

6.5. insolvency proceedings of the Candidate have not been declared, economic activity of the Candidate has not been suspended or terminated, the Candidate is not involved in court proceedings that endanger the Candidate's solvency, nor can it be established that the Candidate may be liquidated by the expected deadline for the performance of the agreement;

6.6. the Candidate has submitted all the documents specified in Paragraph 7 of the Regulations and they give the Customer a clear and true idea about the ability of the Candidate to perform the prospective agreement throughout its term.

#### **7. Documents to be submitted**

When submitting the Tender, the Candidate shall attach the following documents that certify its right to participate in the Tender and its sufficient qualifications, as well as provide general information about the Candidate (certifications and other documents issued by the competent authorities of Latvia shall be accepted and acknowledged by the Customer if they are issued no earlier than one month before the date of submission, and certifications and other documents issued by foreign competent authorities - if they have been issued no earlier than six months before the date of submission, if the issuer of the certification or the document has not specified a shorter term):

7.1. a copy of the registration certificate of the merchant or an extract (printout) from the Register of Enterprises or its equivalent of the home country of the Candidate in accordance with the regulations of the country where the Candidate is established, containing information about the representation rights of the executive body of the merchant, the procuration, place of registration, date and registration number. If the Candidate is a commercial company registered in the Republic of Latvia, this extract (printout) may not be submitted;

7.2. a printout from the website of the State Revenue Service (if the Candidate is a resident of the Republic of Latvia) or certification (if the Candidate is not a resident of the Republic of Latvia) from the competent tax authority of the home country of the Candidate regarding the fact that the Candidate does not have tax (fee) and mandatory social insurance contribution debts exceeding 150 euros in aggregate in each country (not older than one month if the Candidate is a resident of

the Republic of Latvia or not older than six months, if the Candidate is not a resident of the Republic of Latvia, from the last deadline for submitting the Tenders);

7.3. certification of the Register of Enterprises of the Republic of Latvia or the Register of Enterprises or its equivalent of the home country of the Candidate that the Candidate has not been declared insolvent, is not in liquidation, its economic activity is not suspended or terminated. If the Candidate is a commercial company registered in the Republic of Latvia, this certification need not be submitted;

7.4. information on the production, sale or supply of similar Goods carried out by the Candidate during the last two years (2018, 2019) by specifying the year of performance of the order, the products manufactured, sold or supplied by the Candidate and their volumes in euros, as well as the name of the customer (example in Annex 3 of the Regulations), or if the Candidate is an authorized representative, then the Candidate shall submit an authorization document;

7.5. technical description of the Goods and specimens or copies of certificates in accordance with the requirements set forth in the Technical Specifications;

7.6. The Tender shall have the Tender Letter attached, which shall be completed and executed in accordance with the samples attached in Annex 2 of the Regulations;

7.7. Confirmation that no international or national sanctions, or substantial sanctions affecting the interests of the financial and capital market imposed by the European Union or the North Atlantic Treaty Organization Member State that affect the performance of this agreement have been imposed with respect to it as a merchant, its Board or Council Members, persons entitled to represent it, or its procurators, or persons entitled to represent it in operations related to the branch office.

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

#### **IV. PREPARATION AND PRESENTATION OF THE TENDERS, PRICE OF THE TENDER**

##### **8. Preparation and execution of Proposal**

8.1. The Candidate must submit the Tender in one of the following ways:

8.1.1. one original in paper format and one additional offer in electronic format (PDF) stored on an electronic data storage device (CD, DVD or USB flash drive);

8.1.2. in electronic format (.doc, .docx, .xls, .xlsx, .odf or .pdf), observing the regulations of electronic document processing, signed with a secure electronic signature containing a time stamp and placed on an electronic data storage device (CD, DVD) or USB flash drive).

8.2. Documents of the Tender must be drafted in Latvian or Russian or English. Documents of the Tender prepared in another foreign language must be accompanied by a certified translation into Latvian in accordance with the 22 August 2000 Cabinet Regulation No. 291 "Procedures for Certification of Translations of Documents in the Official Language".

8.3. The Tender Letter must be signed by a person holding the right of representation or authorised to do so on behalf of the Candidate. Full name, surname and position of the person that has signed the Tender must be specified below the signature.

8.4. If, prior to submitting the Tender, mistakes have been corrected or changes or additions have been made in the Tender documents, such must be indicated at the end of the respective Tender document and certified by the signature of the person signing the Tender and the documents attached thereto.

8.5. If the Candidate is a merchant registered abroad then its Tender Letter must specify whether:

8.5.1. it is / is not considered as a company related to the Customer for the purposes of the Law on Corporate Income Tax,

8.5.2. it is / is not registered in the country with which the Republic of Latvia has entered into a Convention for the Prevention of Double Taxation and Tax Evasion (hereinafter the Tax Convention).

8.6. The Tender Letter shall specify the position, name, surname, telephone number, e-mail of the contact person of the Candidate authorised by the Candidate to resolve the issues related to the Tender during the Tender.

8.7. Pages of the Tender (including all its Annexes) must be numbered, bound together by specifying the number of pages bound together. Uniform numbering must be provided for pages of the Tender and its Annexes.

8.8. In order to avoid any doubt and misunderstanding, words and numbers in the Tender must be clearly legible, without insertions and erasures. In the event of contradiction between words and figures, the verbal wording shall prevail.

8.9. The Tender must be placed in an envelope, the envelope must be sealed and bear the following inscription:

**"AS "Conexus Baltic Grid"  
Stigu 14, Riga, LV-1021  
Proposal for Open Tender  
"On the Supply of an Odorant Scentinel E or equal"  
Do not open before 16.00 AM of 11 February 2020,  
Only open in the presence of the Tender Commission.**

8.10. The name and address of the Candidate must be specified on the envelope. The original and copy of the Tender, marked as "Original" and "Copy" respectively, must be placed in the envelope.

8.11. In the event of any inconsistency between the original and the copy of the Tender, the original of the Tender will be considered decisive.

8.12. The Customer shall not be liable for the premature opening of the Tender that has not been presented in accordance with the above requirements. The Customer shall have the right, but not an obligation, to reject such an Tender.

## **9. Price of the Tender**

9.1. The price of the subject of the Tender as well as the prices of all units in the Tender must be specified in euros (EUR).

9.2. The price of the Tender must include all taxes and fees payable in connection with the delivery of the Goods, except for the value added tax (VAT) specified in the laws and regulations of the Republic of Latvia, which must be indicated separately in the Tender.

9.3. The price of the Tender must be specified in the Tender Letter by filling out the relevant items, according to the amounts specified in Annexes 1 of the Regulations, as well as including all the costs necessary for the delivery of the Goods.

9.4. The Procurement Commission shall evaluate the price of the Tender excluding VAT.

## **V. SUBMISSION AND OPENING OF THE TENDERS**

### **10. Place and deadline for submission of the Tenders**

10.1. The Candidate shall submit the Tender and annexed documents to the joint-stock company "Conexus Baltic Grid" Riga, Stigu 14, LV-1021, room 201 (phone +371 67819032) by **11 February 2020**, at 16.00 (Latvian time).

10.2. The Tender may be delivered by courier or in person, or sent by mail, provided that the Tender is received at the place and time for submission of the Tenders specified in Subparagraph 10.1 of the Regulations.

10.3. The risk of delivery of the Tender shall be assumed by the Candidate.

10.4. Any Tender received after the deadline specified in Subparagraph 10.1 of the Regulations shall be returned unopened, regardless of the reason for the delay.

### **11. Modification and withdrawal of the Tenders**

11.1. The Candidate shall be entitled to make changes to the Tender or to withdraw the Tender before the deadline for submission of the Tenders, by notifying the Customer thereof in writing.

11.2. Modifications of the Tender and withdrawal notice must be drafted, executed and submitted in the same manner as the Tender by additionally marking with the inscription "Modifications of the Tender" or "Withdrawal of the Tender" respectively.

11.3. The Withdrawal shall be unconditional and it shall exclude any further participation of the Candidate in the Tender.

### **12. Opening the Tenders**

12.1. Tender documents, including modifications and/or withdrawals of the Tender, shall be opened by the Procurement Commission on **11 February 2020, at 16.00** (Latvian time), at the Joint Stock Company "Conexus Baltic Grid" Stigu 14, Riga, in the meeting room.

12.2. The Procurement Commission shall only open those Tenders which the Customer will have received by the deadline specified in the Regulations. A delayed Tender and the Tender, the withdrawal of which has been accepted, will be sent back, unopened, by mail to the address indicated on the envelope.

12.3. Envelopes with the inscription "Withdrawal of the Tender" shall be opened first, but envelopes with the Tenders that such withdrawals pertain to will not be opened.

12.4. Envelopes with the inscription "Modifications of the Tender" shall be opened successively with the opening of the Tender document envelope of the Candidate concerned.

12.5. Candidate's name, withdrawal of the Tender (if received), modifications of the Tender (if received), the price of the Tender and other information at the discretion of the Procurement Commission shall be specified during the opening procedure in the minutes of the Tender opening meeting of the Procurement Commission.

12.6. Representatives of the Candidate may participate in the opening of the Tender. When attending the opening of the Tenders, representatives of the Candidates shall present an identification document, a document regarding the right to represent the Candidate, a procuration or appropriate authorisation, shall notify the name, address of the Candidate represented and his/her position and contact phone number.

12.7. Upon opening the Tenders, the Chairman of the Procurement Commission or another member of the Procurement Commission shall read the price and terms of payment of each Tender, which shall be recorded in the minutes of the Tender opening meeting executed by the Procurement Commission.

12.8. Representatives of the Candidates shall not participate in the evaluation of the Tenders.

## **VI. CRITERIA FOR SELECTION OF THE TENDERS, ASSESSMENT OF THE TENDERS AND DETERMINATION OF A WINNER**

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

<b>Criterion</b>	<b>Points (criterion weight %)</b>
Cost criterion (Lowest price of the Tender)	100

14. Cost criterion (Lowest price of the Tender) is evaluated as follows: Lowest price of the Tender is granted the maximum number of points under the criterion (100), but points for other Tenders are calculated according to the formula:

$$\text{Lowest price of the Tender} / \text{Price of the Tender "N"} * 100 \text{ (criterion weight).}$$

15. The Procurement Commission shall verify that the Tender is free from arithmetic errors and shall correct such, if any. The Customer shall notify the Candidate of the correction of the error and the corrected amount of the Tender. A reasonably corrected Price of the Tender is considered binding upon the Candidate. If the Candidate does not agree with the correction of the error reasonably made by the Procurement Commission, its Tender shall be rejected.

16. The price of the Tender is corrected by adding or subtracting the amounts in relation to the correction of arithmetic mistakes so that the Bid prices containing the full scope of the Goods and delivery-related service (for example, delivery, barrel rent) are compared in the Proposal assessment.

17. The Procurement Commission is entitled to demand that the Candidate provide a written explanation on the submitted Proposal. The Candidate shall send the answers to the questions to the Contracting Entity by mail or e-mail within the time-frame specified in the request.

18. The Procurement Commission is entitled to invite the Candidate to the explanatory meeting to specify the Proposal's details.

19. The Procurement Commission shall reject the Tender, which envisages the supply of Products not meeting the requirements specified in the Technical Specifications (Annex 1 of the Regulations) or not meeting the requirements of the Regulations, or the submitter of which is recognised by the Procurement Commission as inappropriate or insufficiently qualified for the supply of the Products.

20. The Procurement Commission declares the Candidate with the lowest price of the Tender to be the winner.

21. With respect to the Candidate to whom the right to enter into the agreement should be granted, the Customer will verify whether, in respect of this Candidate, its Board or Council Member, a



person entitled to represent it or its procurator, or a person entitled to represent the Candidate in operations related to the branch office, or a partner in the partnership, if the Candidate is a partnership, there are any international or national sanctions, or substantial sanctions affecting the interests of the financial and capital market imposed by the European Union or the North Atlantic Treaty Organization Member State that affect the performance of the agreement. If international or national sanctions, or substantial sanctions affecting the interests of the financial and capital market imposed by the European Union or the North Atlantic Treaty Organization Member State that impede the performance of the agreement have been imposed on the above Candidate, it will be excluded from being granted the right to enter into the agreement.

22. The Customer is entitled to terminate the Tender at any time before the agreement with the winner of the Tender is entered into without assuming any liability towards the Candidates.

23. If only one Tender is submitted for the Tender, the Procurement Commission shall decide whether it is appropriate and economically advantageous, and whether it is possible to enter into the agreement with the only Candidate.

24. If none of the Tenders submitted comply with the provisions of the Regulations, the Customer shall take a decision to terminate the Tender.

25. The Procurement Commission shall inform all Candidates of the results of the Tender.

26. The content of the Tenders and information on the progress of evaluation is protected information and the confidentiality principle shall be respected in the course of evaluation. Only the Procurement Commission and professionals and experts invited by it may participate in the evaluation of the Tenders.

## **VII. NEGOTIATION OF AND ENTERING INTO THE AGREEMENT**

27. The Customer will invite the Candidate that is recognised as the winner of the Tender to negotiate the agreement. In the event of unsuccessful negotiations of the agreement, the Customer shall be entitled to invite the Candidate with the next highest evaluation to negotiate the agreement.

28. The Tender submitted by the winner of the Tender is the basis for entering into the Product Supply Agreement (hereinafter the Agreement).

29. If only one Candidate has submitted the Tender and, moreover, it has been recognised as the winner of the Tender, but is a merchant registered in tax haven countries or territories, or a merchant registered abroad, which is considered to be a company related to the Customer for purposes of the Law on Corporate Income Tax, before entering into the Agreement the winner of the Tender shall be obliged to submit information on the justification of the transfer price and the justification of the transaction (price) corresponding to the arm's length price (value).

30. If a merchant registered abroad is recognised as the winner of the Tender, which is forming a permanent representation office [for purposes of] the Tax Convention or the Tender procedure, the winner shall be obliged to submit all the necessary certifications required by the Customer in relation to the permanent representation office.

31. If a merchant registered abroad is recognised as the winner of the Tender, which is not a resident of the European Union Member State, and it is envisaged in the Tender to involve a resident of the European Union Member State as a subcontractor, the Agreement will include a provision that the subcontractor shall issue the invoice for the services provided or products delivered to the Customer.

32. Upon entering into the Agreement with the winner of the Tender (hereinafter in this Paragraph referred to as the Contractor), inclusion of the following provisions into it will be mandatory:

32.1. The Contractor shall be obliged to deliver the Goods in accordance with the laws and regulations of the Republic of Latvia. Any questions concerning the interpretation and enforcement of the Contract will be governed by laws of the Republic of Latvia. Any dispute shall be settled in the court of Latvia in accordance with the laws and regulations of the Republic of Latvia;

32.2. The Contractor shall be obliged to pay a penalty of 0.5% of the total amount of the Agreement for each business day the delivery of the Goods is delayed, but not exceeding 10% of the total amount of the Agreement. Payment of the penalty shall not exempt the Contractor from the duty to perform the Agreement. The Customer shall be entitled to withhold the penalty calculated for the Contractor from the amount of the Agreement payable to it for the delivery of the Products.

33. The Agreement shall be entered into within 30 (thirty) days from the date the Customer has informed the Candidate of the results of the Tender.

34. If the Customer and the winner of the Tender fail to enter into the Agreement within 30 (thirty) days from the date the Customer has given notification of the results of the Tender, the Customer shall be entitled to refuse to enter into the Agreement with the winner of the Tender. In such an event the Customer shall be entitled to invite the Candidate that had submitted the next cheapest Tender to negotiate the Agreement or to terminate the Tender without selecting any Tender.

## **VIII. CONFIDENTIALITY**

35. The number and names of the Candidates shall be the undisclosed information until the moment of opening of the Tenders, unless set forth otherwise in laws and regulations, the content of the Tenders and the materials of the Procurement Commission meetings shall form a business secret and protected information, and shall not be disclosed to other Candidates or any third parties.

## **IX. APPENDICES**

There are 3 (three) Annexes attached to the Regulations:

Annex 1 - Technical specification of the Tender on 1 page;

Annex 2 - Tender Letter of the Tender on 2 pages;

Annex 3 - Information on similar supplies of products over the last 2 (two) years on 1 page.

Chairman of the procurement commission,  
Leading procurement specialist of the Procurement division

I.Vulāns

Riga, 20 January 2020

### TECHNICAL SPECIFICATION

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

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

The shut-off fittings and valves have to be adapted to the odorising equipment manufactured by “LEWA”.

The Supplier shall provide a timely service and attestation of the barrels, as well as the delivery and removal of the barrels.

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

Terms of delivery – DAP (Incoterms 2010) Riga in compliance with the schedule below.

Year	Month / Quarter	Amount of odorant, kg	Packaging	Total amount of odorant per year, kg
2020	March	4 500 (30*)	Barrels 200 l	12 750 (85*)
	July	3 750 (25*)		
	December	4 500 (30*)		

\* - amount of barrels.

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

Head of the Gas Transmission Gas control station service

A.Bezzubcevs

### Tender Letter

\_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
(Place of drafting)

**Recipient:** Joint-stock company "Conexus Baltic Grid"  
Stigu 14, Riga, LV-1021, Latvia

**Open Tender:** “On the Supply of an Odorant Scentinel E or equal”

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

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

Year	Amount of odorant, kg	Number of barrels replaced, pcs.	Odorant price		Barrel rent costs		Transport expenses		TOTAL, EUR
			EUR/kg	Amount, EUR	EUR/kg	Amount, EUR	EUR/kg	Amount, EUR	
2020	12 750	85							

We hereby confirm that the proposed price includes all costs related to the transportation of the Goods to the delivery location: Stigu 14, Riga, LV-1021, Latvia. Terms of delivery — DAP (Incoterms 2010)

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

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

We certify that no international or national sanctions, or substantial sanctions affecting the interests of the financial and capital market imposed by the European Union or the North Atlantic Treaty Organization Member State that affect the performance of the negotiated agreement have been imposed with respect to us, as a Candidate, our Board or Council Members, persons entitled to represent us, or our procurators, or persons entitled to represent us in operations related to the branch office.

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

\_\_\_\_\_

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

**Information on subcontractors, if any**

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

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

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

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

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**Enclosed (documents required under Clause 7 of the Open Tender Regulations):**

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*(name, surname, position, signature)*

Annex 3  
to Regulations of the Open Tender “On the Supply of an  
Odorant Scintinel E or equal”

**Information on similar supplies of Products carried out by the Candidate over the last 2  
(two) years (2018, 2019),  
which certifies compliance of the Candidate with the requirements of Paragraph 7.4 of the  
Regulations**

Customer (name, address, contact person, phone number)	Products delivered	Value of the delivered products, euros	Year of performance

\_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
*(signature, printed name of company manager or its authorised person)*