AT THE SITTING OF THE PROCUREMENT COMMISSION OF THE
LLC (SIA) "RĪGAS ŪDENS" ON 07.03.2024
MINUTES NO. 1

REGULATIONS OF THE OPEN TENDER

"SUPPLY OF FLOCCULANT (ACRYLIC POLYMER)"
(IDENTIFICATION NO. RŪ-2024/37)

TABLE OF CONTENTS

1. Data on the Contracting Authority....3
2. General Information....3
3. Procedure for the Information Exchange....5
4. Procedure for Opening and Assessment of the Proposals....5
5. Requirements for the Drawing Up of the Proposal....6
6. Sub-contractors and Persons Whose Capabilities the Tenderer Relies On....7
7. Provisions for the Exclusion of Tenderers....7
8. Documents to be Included in the Proposal....8
9. Qualification Requirements of the Tenderers and Documents to be Submitted....9
10. Technical and Financial Proposal....11
11. Assessment of Tenderers and Proposals....11
12. Rights and obligations of the Commission, the Contracting Authority, the Suppliers and the Tenderers....13
13. List of Sub-contractors....13
14. procedure for announcing the results of the Tender and conclusion of the General Agreement....13
Annex No. 1 Template of the Application for Participation in the Open Tender....14
Annex No. 2 Technical Specification - Template of the Technical and Financial Proposal....16
Annex No. 3 Procedure for submitting samples and determining the most economically advantageous proposal....18
Annex No. 4 Draft General Agreement....22
Annex No. 5 Templates of Declaration of the Information on Persons Whose Capabilities the Tenderer Relies On and of the Person Whose Capabilities the Tenderer Relies On....34
Annex No. 6 Templates of Information on Sub-contractors and Declaration of Sub-contractor 35
Annex No. 7 Template of the Information on the Tenderer's experience....36

1. DATA ON THE CONTRACTING AUTHORITY

1.1. Contracting Authority

At the sitting of the Procurement Commission of the
Reg.No. 40103023035
Address: Zigfrīda Annas Meierovica Blvd 1, Riga, LV–1050
Telephone: +371 67 088 555
E–mail address: rigasudens@rigasudens.lv
Website: https://www.rigasudens.lv/lv
Purchaser's profile: https://www.eis.gov.lv/EKEIS/Supplier/Organizer/3179
Purchaser's profile, where the procurement documents are available:
https://www.eis.gov.lv/EKEIS/Supplier/Procurement/117266 (hereinafter referred to as – Purchaser's profile, where procurement documents are available).

1.2. Contracting Authority's contact person

Vita Rubene, Senior Procurement Specialist, Procurement Management Department, LLC (SIA) "Rīgas ūdens", phone 67088347, e-mail address vita.rubene@rigasudens.lv.

2. GENERAL INFORMATION

2.1. Procurement Title and Identification Number

Procurement title: "Supply of Flocculant (Acrylic Polymer)"
Procurement identification number: RŪ-2024/37.

2.2. Type of procurement procedure and legal framework

Open tender in accordance with Section 13, Paragraph One, Clause 1 of the Law on the Procurements of Public Service Providers.

2.3. Terms Used in the Regulations of the Open Tender

2.3.1. EIS – Electronic procurement system.
2.3.2. Tender – this open tender.
2.3.3. Commission - the Procurement Commission established by the Contracting Authority to organise the Tender.
2.3.4. Law – Law on the Procurements of Public Service Providers, https://likumi.lv/ta/id/288730-sabiedrisko-pakalpojumu-sniedzeju-iepirkumu-likums.
2.3.5. General Agreement - the general agreement to be concluded as a result of the Tender in accordance with **Annex 4 to** the Regulations.
2.3.6. Regulations – these Regulations of the Tender.
2.3.7. Contracting Authority - LLC (SIA) "Rīgas ūdens" (see **Clause 1.1** of the Regulations).
2.3.8. Person, whose capabilities the Tenderer relies on – the person, whose capabilities the Tenderer relies on for the confirmation of compliance with the qualification requirements set for the tenderers in the Regulations.
2.3.9. Supplier – natural or legal person, contracting authority, public service provider or association of such persons in any combination, which accordingly offers to perform construction works, supply products or render services.
2.3.10. Proposal – Tenderer's proposal in the Tender.
2.3.11. 'Product' means the product specified in **Clause 2.4** of the Regulations.
2.3.12. Tenderer - supplier who is registered on EIS and has submitted a Proposal in the EIS e-Tender subsystem[1].
2.3.13. VAT - value added tax.
2.3.14. Sanctions Law - Law on International and National Sanctions of the Republic of Latvia https://likumi.lv/ta/id/280278-starptautisko-un-latvijas-republikas-nacionalo-sankciju-likums.

[1] See information on registration here:
https://www.eis.gov.lv/EIS/Publications/PublicationView.aspx?PublicationId=4&systemCode=CORE

2.4. Subject-matter of the Tender and its Description

2.4.1. Subject-matter of the tender is the supply of Flocculant (Acrylic Polymer) in accordance with the Technical Specification - Technical and Financial Proposal Template attached as **Annex 2** to the Regulations, as well as the provisions of the General Agreement and the requirements of the binding laws and regulations.

2.4.2. Main CPV code for the subject-matter of the tender: 24000000-4 (Chemical products).

2.4.3. Manner and address of delivery of the Products - delivery must be made in accordance with the terms of the DDP (Incoterms 2020) to the address 60 Dzintara Street, Riga, Latvia, LV-1016.

2.4.4. Delivery period of the Products - no longer than within 30 (thirty) calendar days from the date of placing the relevant Contracting Authority's order.

2.4.5. The period for the completion of orders for the Products shall be **24 (twenty-four) months** from the date of entry of the General Agreement into effect or until the total amount of the General Agreement has been reached, whichever is the earlier.

2.4.6. Delivery volume of the Products planned within the framework of the General Agreement is **220,000 (two hundred and twenty thousand) kilograms**.

2.4.7. Tenderer may not submit variants of the Proposal.

2.5. Proposal Assessment Criterion

2.5.1. As a result of the Tender, the Contracting Authority will enter into the General Agreement with 10 (ten) Tenderers meeting the qualification requirements set in the Tender Regulations and with the most economically advantageous proposals, with the price being the sole evaluation criterion, taking into account the procedures for determination of the most economically advantageous proposal laid down in **Annex 3** to the Regulations.

2.5.2. In the event that fewer than 10 (ten) Tenderers submit proposals, the Contracting Authority will conclude the General Agreement with all Tenderers (including 1 (one) Tenderer) which will meet the qualification requirements set out in the Tender Regulations.

2.6. Announcement of the Tender

The Tender shall be announced by publishing a notification:

2.6.1. In the Purchaser's profile, where the procurement documents are available:

2.6.2. On the website of the Procurement Monitoring Bureau www.iub.gov.lv,

2.6.3. In the European Union's Official Journal https://ted.europa.eu;

2.6.4. In the procurement section of the Contracting Authority's website www.rigasudens.lv/lv/izsludinatie-iepirkumi;

2.6.5. on the website www.iepirkumi.lv.

2.7. Performance of Laboratory Tests

2.7.1. Before submitting proposals, the Contracting Authority will provide Suppliers with the opportunity to perform a laboratory test of the Product.

2.7.2. Suppliers are obliged to inform Pjotrs Timofejevs, Head of the Technological Shop of the BTP "Daugavgrīva" (phone +371 67088534, mobile phone +371 29391822, e-mail address: pjotrs.timofejevs@rigasudens.lv)of the necessity to perform laboratory tests of the Products in writing by e-mail by March 28, 2024 at 11:00 a.m., indicating the name, surname and telephone number of the authorised person who will perform the test.

2.7.3. During the period from March 28 to April 5, 2024, the Contracting Authority will inform the interested suppliers on date and time of laboratory tests of the Products.

2.7.4. Procedure for performing laboratory testing of the Product:

2.7.4.1. Authorised representative of the Supplier arrives at the BTP "Daugavgrīva", 60 Dzintara Street, Riga, on the date and at the time specified by the Contracting Authority;

2.7.4.2. The Supplier performs tests using the relevant reagent brands at the Joint Water Quality Control Laboratory at the BTP "Daugavgrīva" at 60 Dzintara Street, Riga.

2.7.5. Sediment samples will be collected within the process with the participation of the Contracting Authority and the Supplier's authorised representative. These samples shall be handed over to the interested supplier.

2.8. Conclusion of the General Agreement

Draft General Agreement has been attached in **Annex No. 4** to the Regulations, and its provisions are binding on the Tenderer while preparing Proposal.

2.9. Security of Performance of the Contractual Obligations

2.9.1. Security of Performance of the Contractual Obligations shall be set at 10% (ten percent) of the contract price, excluding VAT, of the individual contract concluded within the framework of the General Agreement.

2.9.2. The Contractor shall ensure fulfilment of the contractual obligations by an expromissory guarantee of a credit institution which has received a permit to provide financial services in a Member State of the European Union or the European Economic Area or an expromissory guarantee of an insurance company which has received a permit to provide insurance services in a Member State of the European Union or the European Economic Area, and the text of which has been previously agreed with the Contracting Authority. The guarantee must clearly state that it is subject to the Uniform Rules on Demand Guarantees No. 758 issued by the International Chamber of Commerce ("ICC Uniform Rules for Demand Guaranties", ICC Publication No.758). All matters not regulated by the above-mentioned regulations shall be regulated by the law of Latvia.

3. PROCEDURE FOR THE INFORMATION EXCHANGE

3.1. The Regulations, amendments thereto and other information related to the Regulations shall be posted in the Purchaser's profile, where procurement documents are available. The interested supplier can register as a recipient of the Regulations in the EIS e-Tender subsystem, section of this Tender, if it is registered in the EIS as a supplier[2].

3.2. If the interested supplier has requested in timely manner additional information on the requirements included in the Tender documents, the Commission shall provide such information within 5 (five) business days, but not later than 6 (six) days before the expiry of the term set for the submission of the Proposals.

3.3. If the Contracting Authority provides additional information, it shall, simultaneously with sending of additional information to the interested supplier, which has asked the question, post this information in the Purchaser's profile, where procurement documents are available, indicating also on the asked question.

3.4. The interested suppliers are obliged to constantly follow the information on the Tender posted in the Purchaser's profile, where procurement documents are available.

3.5. Communication and information exchange between the Contracting Authority and the Tenderers shall take place in Latvian and/or English, in writing by mail or electronically by using the Contracting Authority's contact person's e-mail address or the EIS system tools.

3.6. The Contracting Authority shall send requests for clarification of the information contained in the Tender and notification of the results of the Tender to the Tenderer at the e-mail address(es) indicated in the Application for Participation in the Open Tender.

4. PROCEDURE FOR OPENING AND ASSESSMENT OF THE PROPOSALS

4.1. Submission of a tender

4.1.1. Suppliers may submit their tenders **until April 15, 2024 at 10 a.m.** in the e-tender subsystem of the EIS https://www.eis.gov.lv/EKEIS/Supplier/ProcurementProposals/117266.

[2] For information on how the interested supplier can register as a recipient of the Regulations, click here: https://www.eis.gov.lv/EIS/Publications/PublicationView.aspx?PublicationId=883

4.1.2. Proposals submitted outside the EIS e-tender subsystem will not evaluated, and in case, if the relevant Proposals will be submitted in printed format, they will be returned to the applicants unopened.

4.2. Procedure for withdrawal and amendment of the Proposals

4.2.1. The Tenderer may amend the Tender submitted before the deadline for submission of tenders or to withdraw it.

4.2.2. If amendments to the Proposal are submitted, the Proposal shall be considered to have been submitted at the time when the amendments are submitted.

4.3. Procedure for the opening of the Proposals

4.3.1. Proposals will be opened on the EIS e-tender subsystem on **April 15, 2024 at 02:00 p.m.** Opening of the proposals is an open procedure. The opening process of the submitted Proposals can be followed on-line in the EIS e-tender subsystem. Opening of the proposals will take place by using the tools for electronic receipt of proposals available on the website of the State Regional Development Agency.

4.3.2. Proposals shall be opened with the name of the Tenderer, the time for submission of the Proposal and the total price of the Tender (EUR excluding VAT).

5. REQUIREMENTS FOR THE DRAWING UP OF THE PROPOSAL

5.1. Proposal must be submitted electronically in the EIS e-tender subsystem. The format of each document to be submitted may differ, but the following formats must be observed:

5.1.1. By using the tools offered by the EIS e-tender subsystem, by filling in the forms posted in the EIS e-tender subsystem, section of this Tender;

5.1.2. By preparing the documents to be filled in electronically outside the EIS e-tender subsystem and by uploading the filled in PDF forms to the specific sites of the system, including the files integrated in the form (in this case, the Tenderer is responsible for the conformity of the forms to be filled in to the requirements of the documentation and the template forms, as well as with the document opening and reading options);

5.1.3. By deciphering electronic (PDF form) proposal outside the EIS e-tender subsystem using data protection tools offered by a third person and protecting them with electronic key and password (in this case, the Tenderer is responsible for the conformity of the forms to be filled in to the requirements of the documentation and the template forms, as well as with the document opening and reading options).

5.2. Application for the participation in the Tender must be filled in only electronically, in a separate electronic document, in a format readable with tools of *Microsoft Office 2010* (or a later software version).

5.3. The Tenderer has the right to submit all the documents in electronic format at its own discretion by signing them both with the electronic signature offered by EIS and with a secure electronic signature.

5.4. The Tenderers shall be obliged to prepare the Proposal in such a way as that the operation of the EIS e-tender subsystem is not jeopardized in any way and the access to the information included in the Proposal is not limited, also, the Proposal may not contain computer viruses and other malware or its generators.

5.5. If the Tenderer's Proposal is enciphered, the Tenderer shall be obliged to submit a valid key and password for the opening of the enciphered document within the determined period of time (not later than within 15 minutes after commencement of opening of the proposals).

5.6. The documents included in the Proposal must be clear and in computer readable form, without cross-outs, supplements, unstipulated corrections, blockings or erasures. In case of corrections, they must be stipulated according to the requirements included in the Cabinet Regulations No. 558 of 4 September 2018 "Procedures for Drawing up and Preparing Documents".

5.7. At the request of the Commission, if any doubt has arisen to the Commission regarding authenticity of the submitted copy of the document, the Tenderer must present original copy of the document or submit a certified copy of the document.

5.8. The Proposal must be prepared in Latvian and/or English. Documents submitted in another language must be accompanied by a duly certified translation into Latvian and/or English. Certification of the translation shall include the indication "TRANSLATION IS CORRECT", signature and full name of the Tenderer's representative, name and date of the place of certification. Correspondence of the translation of document to the original document is the Tenderer's liability.

5.9. Copies of the documents of the Proposal must be accompanied by a certification that includes the indication "TRUE COPY", signature and full name of the Tenderer's representative, name of the place and date of certification.

5.10. The Tenderer shall be entitled to make a set of derivative documents in the Tender, accompanied by a certification statement including the words 'Correct set of derivative documents', signature and full name of the Tenderer's representative, name of the place of certification and date.

5.11. The Proposal must be signed by a Tenderer's signatory or authorised person attaching a relevant power of attorney for signing of the Proposal and certification of correctness of translations of the documents contained therein.

5.12. If the Proposal is submitted by an association of Suppliers, the Proposal shall be signed by all the persons of the association of Suppliers or an authorised representative of the association of Suppliers.

6. SUB-CONTRACTORS AND PERSONS WHOSE CAPABILITIES THE TENDERER RELIES ON

6.1. If it is necessary for the performance of the General Agreement, the Tenderer may rely on other person's capabilities to confirm its qualification's compliance with the requirements set in the Regulations, regardless of the legal nature of the mutual relations. In such a case, the Tenderer shall be obliged to prove to the Contracting Authority that it will have the required resources at its disposal by submitting statement of these contractors or agreement on transfer of the required resources at the Tenderer's disposal.

6.2. For the purposes of confirmation of its professional experience or availability of personnel conforming to the Contracting Authority's requirements, the Tenderer may rely on capabilities of other persons only in case, if such persons will render the services provided for in the General Agreement, the fulfilment of which requires the relevant capabilities.

6.3. The Tenderer shall be obliged to specify in the Proposal the sub-contractors and sub-contractors hired by the sub-contractors, if any, the value of the services to be rendered by which is at least 10,000 *euro*, and the share of the General Agreement to be transferred to each of such sub-contractors, if the Tenderer plans to involve such sub-contractors. Total value of the construction works to be performed or services to be rendered by the sub-contractors shall be determined according to Section 68, Paragraph Three of the Law.

7. PROVISIONS FOR THE EXCLUSION OF TENDERERS

7.1. The Tenderer will be excluded from participation in the Tender in the cases stipulated in Section 48, Paragraph Two of the Law (except for Paragraph Two, Clauses 8 and 9). Reasons for exclusion of the Tenderers will be verified in accordance with the procedures stipulated in Section 48 of the Law.

7.2. If the Tenderer or the person referred to in Section 48, Paragraph Three of the Law corresponds to the reason for exclusion referred to in Section 48, Paragraph Two (except for Paragraph Two, Clauses 8 and 9) of the Law, no exclusions stipulated in Section 48, Paragraph Four of the Law apply, and the Tenderer is to be recognised as such which should be awarded the General Agreement, the Tenderer shall, within 10 days from the moment of sending of the inquiry, provide explanations and evidence confirming compensation for the caused harm or

a concluded agreement on compensation for the caused harm, cooperation with the investigative authorities and the implemented technical, organizing or human resources management measures to prove its credibility and prevent the same and similar cases in future.

7.3. If the Tenderer fails to submit the aforementioned explanation and evidence, the Contracting Authority will exclude the Tenderer from participation in the procurement procedure as conforming to the cases of exclusion referred to in Section 48, Paragraph Two (except for Paragraph Two, Clauses 8 and 9) of the Law.

7.4. The Contracting Authority will assess the evidence of reliability provided by the Tenderer in accordance with the procedures set out in Section 49, Paragraphs Three, Four and Six of the Law.

7.5. The Tenderer will be excluded from participation in the Tender, if the Tenderer is subject to the conditions of exclusion referred to in Section 11^1, Paragraph One of the Sanctions Law. Cases of exclusion will be verified in accordance with the procedures stipulated in the Sanctions Law.

8. DOCUMENTS TO BE INCLUDED IN THE PROPOSAL

8.1. Application for participation in the Tender in accordance with the template attached in **Annex No. 1**, available in the EIS e-tender subsystem, section of this Tender.

8.2. The Tenderer's qualification documents, which must be submitted in accordance with **Clause 9** of the Regulations.

8.3. Technical and financial proposal prepared in accordance with **Clause 10** of the Regulations.

8.4. Where the Tenderer relies on the capabilities of others to confirm that its qualifications meet the requirements of the Regulations, the proposal must be accompanied by documents drawn up in accordance with the templates of **Annex 5** to the Regulations.

8.5. If the Tenderer intends to involve sub-contractors for the performance of the General Agreement, the Proposal shall be accompanied by documents drawn up in accordance with the templates of **Annex 6** to the Regulations.

8.6. European Single Procurement Document:

8.6.1. The Contracting Authority will accept the European Single Procurement Document as the initial evidence for conformity to the Tenderer selection requirements stipulated in the Regulations. If the Tenderer will choose to submit the European Single Procurement Document to confirm its conformity to the Tenderer selection requirements stipulated in the Tender, the Tenderer shall be obliged to submit such a document also for each person, whose capabilities the Tenderer relies on to confirm conformity of its qualification to the requirements stipulated in the Tender Regulations, as well as for each sub-contractor, the value of the services to be rendered by which is at least 10,000 *euro*. If the Tenderer is an association of suppliers, the Tenderer shall be obliged to submit a separate European Single Procurement Document for each member;

8.6.2. The Tenderer may submit to the Contracting Authority a European Single Procurement Document, which has been submitted in a different procurement procedure, if it attests that the information contained therein is correct;

8.6.3. The Contracting Authority shall be entitled to demand from the Tenderer at any stage of the Tender to provide all or part of the documents, which attest conformity to the Tenderer selection requirements stipulated in the Regulations. The Contracting Authority shall not demand documents and information, which are at its disposal or available in public databases;

8.6.4. Templates of European Single Procurement Document are stipulated by the Commission Implementing Regulation 2016/7 of 5 January 2016 establishing the standard form for the European Single Procurement Document. Website address, where the Tenderer may fill in European Single Procurement Document, save it and submit to the Contracting Authority in the EIS e-tender subsystem: *http://espd.eis.gov.lv*;

8.6.5. If the Tenderer will choose to submit a European Single Procurement Document, the Tenderer may not provide the required information on the selection criteria merely by indicating a possible 'yes' or 'no' answer to the question whether economic operators meet all the required selection criteria, i.e., the Tenderer must provide in the 'Part IV Selection criteria' section, subsection 'C. Technical and professional capacity' of the European Single Procurement Document sufficient volume of information to enable the Contracting Authority, as required by **Annex No. 7** to the Regulations, to verify prima facie conformity of the Tenderer to the requirements set out in the Regulations.]*(if requirement regarding the tenderer's experience is included)*

8.7. Statements and other documents issued by the competent authorities of Latvia in the cases stipulated in the Law shall be accepted and recognised by the Contracting Authority, if they have been issued not earlier than 1 (one) month before the day of submission, but statements and other documents issued by foreign competent authorities shall be accepted and recognised by the Contracting Authority, if they have been issued not earlier than 6 (six) months before the day of submission, unless the issuer of the statement or document has specified a shorter validity period thereof.

9. QUALIFICATION REQUIREMENTS OF THE TENDERERS AND DOCUMENTS TO BE SUBMITTED

Tenderers must meet the following requirements for the qualification of Tenderers and submit the following documents:

No.	Qualification Requirements	Documents to be Submitted
9.1.	The Tenderer (including member of an association of suppliers, general partnership, person whose capabilities the Tenderer relies on) is registered with the Register of Enterprises or equal register in the cases stipulated in foreign regulatory enactments and in accordance with the procedure stipulated in the regulatory enactments – the Tenderer has legal capacity and ability to act.	Regarding the Tenderers registered in the Republic of Latvia, the Commission shall obtain information on whether a Tenderer is registered according to the requirements of the regulatory enactments from public databases. A foreign Tenderer shall be required to certify its registration in accordance with the rules of the country concerned (e.g., by submitting a document issued by a competent authority of the country concerned or by providing a web address of a publicly accessible register where the Commission can verify the Tenderer's registration and by providing a translation of the information on the Tenderer's registration). Note: If the Application is submitted by a Tenderer, which is an association of suppliers, the Tenderer, if awarded the General Agreement, shall be obliged to register according to the stipulated legal status of its own choice or enter into a Partnership Contract before entering into the General Agreement. The Partnership Contract must specify the share and nature of the responsibility of each member of the association of suppliers in the performance of the General Agreement, which may be defined as a shared or undivided obligation.

No.	Qualification Requirements	Documents to be Submitted
9.2.	The Tenderer's official, who has signed the documents of the Proposal, shall have the signatory (representation) power. The requirement shall apply also to the general partnership and all the members thereof (if the Proposal is submitted by a general partnership) or all members of an association of suppliers (if the Proposal is submitted by an association of suppliers), as well as to persons the options of which the Tenderer relies on.	The Contracting Authority shall verify in public databases on whether the Tenderer's official, who has signed the Proposal Documents, has the signatory (representation) power. A foreign Tenderer must certify the signature (representation) right of the official signing the Proposal Documents or issuing a power of attorney to sign the Proposal Documents in accordance with the national rules (e.g., by submitting a document issued by a competent national authority or by providing the address of a website of publicly accessible register where the Commission can verify the signature (representation) rights of the Tenderer's official and by providing a translation of the information on the signatory (representation) right of the Tenderer's official). If the Proposal is signed by a person authorised by the Tenderer who is not the Tenderer's legal representative (signatory), the Tenderer must provide a power of attorney issued by an official with signatory powers to the person signing the Proposal to sign the Proposal documents. If Proposal is submitted by an association of suppliers, and the application is not signed by all the participants thereof, but the authorised representative thereof, the Tender must submit a document attesting authorisation.
9.3.	The Tenderer has the right to distribute the Product and maintain the warranty obligations in the territory of the Republic of Latvia or in the territory of the European Union.	Documents certifying the manufacturer of the Product offered by the Tenderer or its direct authorised representative or other documents (if applicable) confirming the Tenderer's right to distribute the Product in the territory of the Republic of Latvia or the European Union and enabling the Contracting Authority to have full assurance of the legal origin of the Product offered and that the Product will be covered by all the manufacturer's warranties, the manufacturer's conditions of use, carriage and storage, conditions for exchange of Product and other requirements and conditions for use of the Product as specified by the manufacturer. For example, where supporting documents issued by the manufacturer's direct authorised representative (authorised representative)

No.	Qualification Requirements	Documents to be Submitted
		are submitted, the tenderer may supplement them with a document issued by the manufacturer certifying the right of that authorised representative to delegate to third parties the distribution of the manufacturer's product. These documents need not be provided if the Tenderer is the manufacturer of the Product.
9.4.	The tenderer has supplied, within the last 5 (five) years (five full years and the period until the submission of proposals), under 1 (one) contract, products equivalent to the subject of the procurement (powdered polymeric reagent for sludge treatment with 100% active substance) in a quantity of not less than 3,000 kg (three thousand kilograms).	A list of the Tenderer's experience in accordance with the template attached in **Annex 7** to the Regulations, available in the EIS e-tender sub-system, section of this Tender, and containing the information necessary to verify that the requirement of **Clause 9.4** of the Regulations has been met. Where necessary (upon receipt of the request of the Contracting Authority), the Tenderer will be required to provide a reference from the Contracting Authority of the Product listed in the Tenderer's Experience List attesting the delivery of the Tenderer's Product.

9.5. If the Tenderer is an association of suppliers, the requirements, which apply to the Tenderer's technical and professional capabilities, are applicable to the members of the association of suppliers together, and not to each of them separately.

10. TECHNICAL AND FINANCIAL PROPOSAL

10.1. Technical and Financial Proposal must be prepared in accordance with the template attached in **Annex No. 2**, available in the EIS e-tender subsystem, relevant section of this Tender.

10.2. Technical and Financial Proposal must be accompanied by a copy of the quality certificate of the offered Product certified by the Tenderer (according to the directives of the European Union) stating that the offered Product may be added to wastewater sediments, a safety data sheet and instructions for use.

10.3. Upon drafting the Technical and Financial Offer, the Tenderer must take into consideration that:

10.3.1. Price of the reagent unit must include all the costs related to its delivery to the delivery point at the BTP "Daugavgrīva", 60 Dzintara Street, Riga, Latvia, LV-1016, in accordance with *Incoterms 2020 DDP*,

10.3.2. Proposal must contain also the costs of providing Technical Assistance related to the visit of the 1 (one) Tenderer's specialist 2 (two) times a year for one 8 (eight) hour working day for the purpose of problem solving (32 (thirty-two) working hours in total).

10.3.3. Unloading of the Product shall be ensured by the Contracting Authority.

10.4. The Tenderer may not supplement the Technical and Financial Proposal template by new cost items, correct or delete the existing cost items.

10.5. Prices in the Technical and Financial Proposal must be indicated in EUR, excluding value added tax (VAT), with two decimals.

11. ASSESSMENT OF TENDERERS AND PROPOSALS

11.1. Evaluation of Proposals shall take place in closed sittings of the Commission.

11.2. After the opening of the Proposals, the Commission:

11.2.1. will verify that the presentation of the Tenderer's Proposal complies with the requirements of the Regulations. If presentation of the Proposal contains significant non-compliances with the requirements of the Regulations, the Commission may decide on rejection of the Proposal, provided that non-compliance of the Proposal with the presentation requirements is so significant that it affects evaluation of the Proposal;

11.2.2. will verify, whether the Tenderer's Application for participation in open tender conforms to the requirements stipulated in the Regulations. If the Application for participation in the open tender has not been included in the Proposal or it does not conform to the requirements stipulated in the Regulations, the Tenderer's Proposal shall be rejected;

11.2.3. will verify the qualifications of the Tenderer and the conformity of the submitted qualification documents with the requirements of the Regulations. If the Tenderer has failed to submit qualification documents or does not meet the qualification requirements set out in the Regulations, or fails to provide evidence to evaluate its qualifications, the Tenderer and its Proposal shall be rejected or excluded from further participation in the Tender. If the Commission finds that the information contained in the Tenderer's qualification documents is unclear or incomplete, it shall request the Tenderer or a competent body to clarify or supplement the information contained in those documents;

11.2.4. will verify conformity of the Tenderer's Technical and Financial Tender to the requirements set out in the Regulations. The Commission is entitled to request clarification of the information contained in the Technical and Financial Proposal. If the Technical and Financial Proposal is not submitted or does not comply with the requirements set forth in the Regulations, the Tenderer's Proposal shall be rejected.

11.3. If the Commission establishes that the Tenderer's Proposal is unjustifiably cheap, it is rejected. Where the Tenderer's proposal is considered by the Commission to be abnormally low, the Contracting Authority shall, before the possible rejection of such a proposal, request in writing a detailed explanation of the offered price or costs in accordance with Section 59 of the Law.

11.4. If the Contracting Authority has any doubt as to the authenticity of the submitted copy of the document, it shall request the Tenderer to present original copy of the document of submit a certified copy of the document.

11.5. **The Commission will select the 10 (ten) most economically advantageous Proposals from those that comply with the requirements of the Tender Regulations, with the sole evaluation criterion being price, taking into account the procedure for determining the most economically advantageous Proposal set out in Annex 3 to the Regulations.**

11.6. When assessing the Proposals, the Commission shall take into account the total price of the Product, excluding VAT.

11.7. If the Commission, before taking a decision on the conclusion of the General Agreement, finds that the number of Tenderers declared responsive is less than 10 (ten), the Commission shall decide on the conclusion of the General Agreement with all the Tenderers whose proposals have been declared appropriate, including with 1 (one) Tenderer.

11.8. If, before taking a decision on the award of the General Agreement, the Commission finds that at least two Tenderers have the same evaluation of their Tenders, the Commission will organise a random draw, inviting representatives of those Tenderers. If the representatives of the Tenderers do not appear at the time of the draw after having been invited to do so, the Commission shall conduct the draw without the presence of the representatives of the Tenderers.

11.9. The Commission shall carry out verification regarding the reasons for exclusion of the Tenderers referred to in Section 48(2) of the Law (except for Clauses 8 and 9 of Paragraph Two) and the conditions referred to in Section 11^1 of the Sanctions Law with respect to the Tenderers which should be awarded the General Agreement. If the Tenderer conforms to the cases of exclusion set out in Section 48(2) of the Law (except for Clauses 8 and 9 of Paragraph

Two) or Section 11^1, Paragraph One of the Sanctions Law, the Tenderer shall be excluded from participation in the Tender.

12. RIGHTS AND OBLIGATIONS OF THE COMMISSION, THE CONTRACTING AUTHORITY, THE SUPPLIERS AND THE TENDERERS

12.1. The Procurement Commission and the Contracting Authority shall have the rights and duties stipulated in the Regulations and the Law.

12.2. The Supplier and the Tenderer shall have the rights and duties stipulated in the Regulations and the Law.

13. LIST OF SUB-CONTRACTORS

If the Tenderer, which will be awarded the General Agreement, is planning to involve in the fulfilment of the General Agreement sub-contractors the value of the Services to be transferred to whom is less than EUR 10,000, after awarding the General Agreement, but not later than upon commencement of fulfilment of the General Agreement, the Tenderer shall be obliged to submit a list of the sub-contractors involved in the provision of services, specifying name of the sub-contractor, contact information and authorised representative, as far as the aforementioned information is known. The Tenderer shall be obliged to specify also sub-contractors of the sub-contractors in the aforementioned list.

14. PROCEDURE FOR ANNOUNCING THE RESULTS OF THE TENDER AND CONCLUSION OF THE GENERAL AGREEMENT

14.1. The Contracting Authority shall announce the decision on the Tender results to the Tenderers in writing within 5 (five) working days as of the day of taking of the Contracting Authority's decision on the Tender results.

14.2. The Contracting Authority shall, on the basis of the Proposals of the Tenderers shall enter into the General Agreement with the selected Tenderers according to the draft General Agreement (**Annex 4 to the Regulations**).

14.3. The General Agreement shall be entered into not earlier than on the next day after the expiry of the waiting period stipulated in Section 65, Paragraph Seven of the Law, having regard to the conditions of Paragraph Eight of the aforementioned Section, unless the Procurement Monitoring Bureau has received a submission on violations of the procurement procedure, filed in accordance with the procedure defined in Section 72 of the Law.

14.4. Amendments to the General Agreement are to be made in accordance with Section 66 of the Law and provisions of the draft Contract.

14.5. If an association of suppliers will be recognised as the winner of the Tender, it shall be obliged to register according to a certain legal status or enter into a partnership contract within 10 (ten) business days after receipt of the relevant Contracting Authority's notice (see **Clause 9.1** of the Regulations).

14.6. The Contracting Authority shall be entitled to decide on the award of the General Agreement to the next Tenderer which has offered the most economically advantageous Proposal if the Tenderer which was recognised as a winner:

14.6.1. In the case and within the time limit set in the Regulations, refuses to enter into a partnership agreement, fails to provide a copy of the partnership agreement or fails to notify the formation of the partnership (if the Tenderer is an association of suppliers);

14.6.2. refuses to conclude the General Agreement or fails to conclude the General Agreement within the time limit set by the Contracting Authority.

Annex No. 1
Template of the Application for Participation in the Open Tender

APPLICATION FOR PARTICIPATION IN THE OPEN TENDER

1. By submitting this application, <Tenderer's name, registration number> (hereinafter referred to as – the Tenderer), applies for participation in the Open Tender "Supply of Flocculant (Acrylic Polymer)" (identification No. RŪ-2024/37; hereinafter referred to as – the Open Tender), organized by the LLC (SIA) "Rīgas ūdens".
2. In the event that the Tenderer is awarded the General Agreement, the Tenderer undertakes to supply the product in accordance with the draft General Agreement, the Technical Specification and the Tenderer's Proposal annexed to the Tender Regulations.
3. The Tenderer fully accepts all the terms and conditions contained in the Open Tender's Regulations, including its annexes. Requirements and conditions of the Regulations of the Open Tender are clear and understandable
4. The Tenderer acknowledges that all the documentation that has been submitted together with this application is true and can be verified at the respective institutions and at our customers.
5. We hereby acknowledge that the Tenderer is not a subject to the exclusion conditions specified in Section 48(2) of the Law (except for Clauses 8 and 9 of Paragraph Two) of the Law on the Procurements of Public Service Providers (hereinafter referred to as – LPPSP) and Section 11^1, Paragraph One of the Law on International Sanctions and National Sanctions of the Republic of Latvia (hereinafter referred to as – the Sanctions Law). If the Tenderer or a member of a partnership is subject to one of the grounds for exclusion set out in the second paragraph of Section 48 (except for paragraphs 8 and 9) of the LPPSP, the Tenderer shall specify the particular violation: <none>/<description of violation>. If a Tenderer or member of a partnership is a subject to any of the exclusion conditions specified in Section 11^1, Paragraph One of the Sanctions Law, the Tenderer shall specify particular imposed sanctions: <none>/<description of the imposed sanction>.
6. The Tenderer certificates that it is not interested in any other Proposal submitted within the framework of the Open Tender.
7. The Tenderer certificates that this proposal has been developed and submitted independently of the competitors[3] and without any consultations, contracts or agreements, or other communication with the competitors.
8. The Tenderer hereby certifies that it has not communicated with competitors regarding the prices, price calculation methods, factors (circumstances) or formulas, as well as regarding the competitors' intent or decision to participate or not in the open tender, or regarding submission of such proposals, which do not conform to the requirements of the open tender, or in respect of quality, amount, specification, conditions of fulfilment or other conditions, which are to be resolved independently from competitors, in relation to the products or services, which apply to this procurement.
9. The Tenderer hereby certifies that it has not deliberately, directly or indirectly, revealed, and will not reveal provisions of the proposal to any competitors before the official date and time for the opening of tenders.
10. The Tenderer hereby certifies that it has no advantages restricting competition in the Open Tender, as it or a legal entity related to it was not involved in the preparation of the Open Tender in accordance with Section 22, Paragraph Four of the Law On the Procurement of Public

[3] Competitor – any natural or legal person other than the Tenderer, which submits proposal for this procurement and which, taking into account its qualification, capabilities or experience, as well as the proposed products or services, could submit a proposal for this procurement.

Service Providers;

11. The Tenderer hereby states that the file of Proposal <file name, page number> contains information to be considered confidential / trade secret according to Section 2, Paragraph One of the Trade Secret Protection Law and Section 19, Paragraph One of the Law On the Procurement of Public Service Providers.
12. Please be advised that our enterprise has a status of <micro>/<small>/<medium>/<large> enterprise.
13. Hereby, we take full liability for the submitted documents, information included therein, preparation, compliance with requirements of the open procedure regulations.
14. True beneficial owners of the Tenderer[4]: <true beneficial owners>
15. Persons having decisive influence in the Tenderer on the basis of participation within the meaning of the laws and regulations on groups of companies[5]: <persons>/<none>.
16. The Tenderer's contact person: <name, surname, position, phone number, e-mail address>.
17. The Tenderer is represented in the Tender by (if the Tenderer is an association of persons):

    <Name of the member of the association of persons or name and surname (if the member of the association of persons concerned is a natural person)>
    <Registration number or personal identity number>
    <Address> [6]

<Tenderer's name and registration number>
<Tenderer's registered office and mail address, telephone number, e-mail address>
<Tenderer's banking details>
<Name, surname, position of the Tenderer's signatory or authorised person>
<Signature>[7]
<Date, place>

[4] See Section 1, Paragraph Five of the Law on Prevention of Money Laundering, Terrorism and Proliferation Financing for the concept of true beneficial owner https://likumi.lv/ta/id/178987-noziedzigi-iegutu-lidzeklu-legalizacijas-un-terorisma-un-proliferacijas-finansesanas-noversanas-likums.
[5] See Section 3 of the Group of Companies Law https://likumi.lv/ta/id/4423-koncernu-likums.
[6] This Clause should be included in the Tender Application if the Tenderer is an association of persons.
[7] All members of the association of persons (if the Tenderer is an association of persons) shall sign the Tender Application.

Annex No. 2
Technical Specification - Template of the Technical and Financial Proposal

TECHNICAL SPECIFICATION – TECHNICAL AND FINANCIAL PROPOSAL

1. GENERAL REQUIREMENTS:

No.	*Quality requirements*		*Tenderer's offer*
1	**Name:**		<…>
2	**Manufacturer:**		<…>
3	**Aggregate state:**	Crystal, powdered 100% active substance	<…>
4	**Polymer consumption kg 100% active substance per t/dry matter:**	No more than: 5–10 kg/t	<…>
5	**Dry matter of treated sludge**	Minimum: 18%	<…>
6	**Fugate quality:**	Maximum: 100-1000 mg/l suspended substances	<…>
7	**Substance labelling standard:**	In line with EU Directive 67/548/EEC or 1999/45/EC	<…>
8	**Type and volume of packaging:**	700 kg - 1000 kg in durable bags	<…>
9	**Minimum order amount (kg):**		<…>
10	**Delivery conditions:**	Not later than within 30 (thirty) calendar days from the date of placing a separate order in accordance with the provisions of DDP (*Incoterms 2020*) to the address 60 Dzintara Street, Riga, Latvia.	<…>
11	**Product usage determined by the Contracting Authority:**	Flocculant (acrylic polymer) intended for thickening spare active sludge of waste water treatment prior to treatment in methane tanks and for sludge dewatering, after treatment in methane tanks.	<…>
12	**Technical assistance:**	At the request of the Contracting Authority, a certified specialist for technical assistance is to be provided. The costs of providing technical assistance must include all costs related to the visit of the Tenderer's 1 (one) specialist 2 (two) times a year for one 8 (eight) hour working	<…>

		day for the purpose of problem solving (16 (sixteen) working hours in total).	
13	Product Price per 1 kg in EUR, excluding VAT:		<…>
14	Costs of technical assistance (as indicated in Clause 12) over a two-year period (32 hours), EUR excluding VAT:		<…>

Validity Period of the Product:
The Product shall be valid for 24 (twenty-four) months from the date of signature of the document confirming delivery of the Product.

Annex: Documents from the manufacturer of the Product attesting conformity of the Product to this Technical Specification.

<Tenderer's name and registration number>
<Name, surname, position of the Tenderer's signatory or authorised person>
<Signature>
<Date, place>

Annex No. 3
Procedure for submitting samples and determining the most economically advantageous proposal

1. The Commission shall call in writing the Tenderers whose proposals will conform to the requirements of the Regulations to deliver the sample Products in the amount of 50 kg (fifty kilograms) for laboratory-technological tests (Costs related to the amount of the Product required for the test and delivery costs shall be covered by the Tenderer). Address for the delivery of Product samples: Biological treatment plant "Daugavgrīva", 60 Dzintara Street, Riga, LV-1016, Latvia.
2. Procedure for Product production – performance of laboratory testing:
   2.1. Testing is carried out by the Contracting Authority using the equipment Westfalia Separator Group GmbH GEA screw press TIPS: UCF 466-00-35. During the tests, the Contracting Authority shall ensure equal operating conditions for all Tenderers;
   2.2. The time of performing tests is determined – 1 (one) working day for each Tenderer's test sample separately;
   2.3. Tests to examine the quality of the Product are performed by the Contracting Authority. The adjustment parameters of the equipment, in order to obtain the best results, are performed by the Contracting Authority's representative and recorded in the protocol.
   2.4. Test results shall be reflected in the Product testing report (see Clause 4 of this Annex) for each brand of the Product selected by the Tenderer individually. The received results are checked by SIA "Rīgas ūdens" Joint Water Quality Control Laboratory.
3. Parameters obtained as a result of the manufacture-technological tests of the reagents shall be entered into the Proposal assessment system (see Clause 5 of this Annex), and the Procurement Commission shall determine the positions taken by all the qualified Tenderers' proposals.
4. Reagent test report (sample)

Name of the Tenderer: _____

At the sitting of the Procurement Commission of the
BAS "Daugavgrīva"

Date: _____

Reagent name/brand: _____

Equipment factory No. _____

Sample No.	**Screw press speed RPM**	**Sediment consumption m^3/h**	**Reagent concentration**		**Content of dry matter / DS %**		**Ash content %**		**Fugate**	
			m^3/h	**l/min**	**Inp. sediment**	**Outp. sediment**	**Inp. sediment**	**Outp. sediment**	**SV/ SS mg/l**	**P/PO_4 mg/l**
1	3100									
2	3100									
3	3100									

BAS "Daugavgrīva"

Joint Water Quality Control Laboratory
Head of Waste Water Control Group:

_____ _____

5. Proposal assessment system

No.	Parameter name	Target parameters	Variable parameters	The parameters are entered taking into account the Tenderer's offer and test results
1	Annual volume of sludge to be treated m^3/year	900000.00	900000.00	
2	Transport costs per 1 m^3 (EUR)		12.87	
3	Utilisation costs per 1m^3 (EUR)		7.76	
4	Amount of fugate to be treated m^3/year		864000.00	
5	Treatment costs of suspended matter EUR/t		960	
6	Dry matter of treated sludge	minimum 18%		
7	Volume of sludge treated per year m^3/year		36000	
8	Utilisation costs of treated sludge EUR/year		648000	
9	Fugate quality	maximum 100 – 1000 mg/l		
10	Fugate treatment costs EUR/year			
11	Reagent consumption kg 100%act substance/t/sv	5 – 10 kg/t		
12	Reagent consumption kg/year			
13	Reagent price per 1 kg EUR			
14	Reagent costs EUR/year			
15	Equipment adjustment parameters are the same for all Tenderers	yes	yes	
16	Technical assistance	yes		
17	Total costs	EUR/year		

The relative calculated total costs can be used only for comparing the performance of the Tenderers and evaluating the results of the Open Procedure.

6. Explanation of the offer evaluation system

1 Annual volume of sludge to be treated m^3/year
Volume of sludge to be treated per year is the same for all Tenderers.

2 Transport costs per 1 m^3

3 Utilisation costs per 1m^3
Transportation and utilisation costs are assumed to be constant for all Tenderers and affect the final *sludge treatment costs per year* depending on the dry matter of the drained sludge.

4 Amount of fugate to be treated m^3/year
The *amount of fugate to be treated per year* is defined as a variable depending on the dry matter of the treated sludge. The parameter affects the fugate treatment costs per year and the total sludge treatment costs per year.

5 Treatment costs of suspended matter EUR/t
Treatment costs of suspended matter are assumed to be constant and affect the fugate treatment costs per year and the total sludge treatment costs per year.

6 Dry matter of treated sludge
The *dry matter of treated sludge parameter* depends on the test results of the offered reagent, which are determined during the reagent production-technology testing. Minimum dry matter percentage after dewatering determined at 18%. If the reagent offered by the Tenderer has not reached the minimum limit, the reagent is recognised as non-compliant with the needs of SIA "Rīgas ūdens". The parameter affects the transportation and utilisation costs and the final sludge treatment costs per year.

7 Volume of sludge treated per year m^3/year
The *volume of sludge treated per year* is defined as a variable parameter influenced by the dry matter of treated sludge. The parameter affects the transportation and utilisation costs and the final sludge treatment costs per year.

8 Utilisation costs of treated sludge EUR/year
The *utilisation costs of treated sludge* is defined as a variable parameter influenced by the volume of sludge treated per year. The parameter affects the final sludge treatment costs per year.

9 Fugate quality
The *fugate quality parameter* depends on the test results of the offered reagent, which are determined during the reagent production-technology testing. Maximum determined content of suspended substances 500 mg/l. Target parameter 100 mg/l. If the result has exceeded the maximum limit, it is recognized as non-compliant with the needs of SIA "Rīgas ūdens". The parameter affects the fugate treatment costs per year and the final sludge treatment costs per year.

10 Fugate treatment costs EUR/year
The *fugate treatment costs parameter* is defined as a variable that is affected by fugate quality and the amount of fugate to be treated per year. The parameter affects the final sludge treatment costs per year.
Calculated according to the following formula:
Fugate treatment costs EUR/year = (amount of fugate to be treated m^3/year x Fugate quality / 1 000 000) x Suspended substance treatment costs EUR/t.

11 Reagent consumption kg 100% of active substance per tonne of sludge dry matter
The *reagent consumption* kg 100% of active substance per tonne of sludge dry matter parameter depends on the test results of the offered reagent which are calculated by taking into account the amount of reagent used per unit of time and the amount of sludge treated per unit of time. The parameter affects the reagent consumption kg/year, reagent costs EUR/year and the final sludge treatment costs per year.

12 Reagent consumption kg/year
Reagent consumption per year is defined as a variable parameter influenced by reagent consumption kg 100% of active substance per tonne of sludge dry matter and annual volume of sludge to be treated m3/year. The parameter affects the final sludge treatment costs per year.
Calculated according to the following formula:
Reagent consumption kg/year = Annual volume of sludge to be treated m^3/year / 100 x Reagent consumption kg 100% of active substance per tonne of sludge dry matter.

13 Reagent price in EUR per 1 kg, excluding VAT
Reagent price per 1 kg, which is copied from the Tenderer's financial offer. The parameter affects the reagent costs EUR/year and the final sludge treatment costs per year.

14 Reagent costs EUR/year
Reagent costs per year parameter is defined as a variable influenced by the reagent price per 1 kg and the reagent consumption kg/year. The parameter affects the final sludge treatment costs per year.
Calculated according to the following formula:
Reagent costs EUR/year = Reagent consumption kg/year x Reagent price EUR per 1 kg, excluding VAT.

15 Equipment adjustment parameters are the same for all Tenderers
The Contracting Authority's representative adjusts the sludge dewatering equipment parameters within the operating limits of the equipment specified by the manufacturer, without reducing the sludge supply and the load of the equipment by more than 15% of the maximum supply.

16 Technical assistance
Technical assistance to be provided by the Tenderer shall be 1 (one) visit of a specialist for one 8 (eight) hour working day for the solution of problems, if such appear due to the use of reagent. The Tenderer must also confirm free telephone communications and correspondence in electronic form. When offering technical assistance, mark "yes" is used.

17 Total costs
The *total costs* are affected by all the above parameters. The estimated costs per year is a parameter that will be used to compare Tenderer's offers. The Tenderer with the lowest result will be recognized as the winner after the results are summarised.

Calculated according to the following formula:
Total costs = Treated sludge disposal costs EUR/year + Fugate treatment costs EUR/year + Reagent costs EUR/year.

Annex No. 4
Draft General Agreement

General Agreement No. see in the name of e-doc file
Regarding the Supply of Flocculant (Acrylic Polymer)"
(procurement identification No. RŪ-2024/37)

DATE OF SIGNING SHALL BE THE DATE OF THE LAST AFFIXED SECURE ELECTRONIC SIGNATURE AND TIME STAMP THEREOF

LLC (SIA) "Rīgas ūdens", reg. No. **40103023035**, represented by its _____, who acts on the basis of _____, hereinafter referred to as – the **Contracting Authority**, on the one part, and
[*Name*], reg. No. **[*registration number*]**, represented by its _____, who acts on the basis of _____,
[*Name*], reg. No. **[*registration number*]**, represented by its _____, who acts on the basis of _____,
[*Name*], reg. No. **[*registration number*]**, represented by its _____, who acts on the basis of _____,
[...] hereinafter referred to as **the Parties to the Agreement**,
hereinafter collectively referred to as **the Parties**, enter into the following general agreement, hereinafter referred to as - **the Agreement**:

1. Terms used

1.1. **Supporting Document** – a document signed by the authorised persons of the Parties and confirming delivery of the Products containing the following information: Contract number and date, name, quantity and price of the Products to be transferred, place and time of signing of the supporting document, information specified in Section 125 of the Law on Value Added Tax.

1.2. **Procurement** - the procurement conducted by the Contracting Authority "Supply of Flocculant (Acrylic Polymer)", procurement identification No. RŪ-2024/37.

1.3. **Contract Price** - the total amount (excluding VAT) determined in accordance with the Contractor's Proposal for the relevant Invitation and specified in the Contract, payable by the Contracting Authority to the Contractor for the Products delivered in full, in good quality and in accordance with the provisions of the Agreement and the Contracts. The Contract Price shall include full payment for the full performance of the obligations under the Contract, including, but not limited to, all costs associated with the Supply of the Products in full, including labour, machinery and transport costs, as well as taxes (excluding VAT). The Contract Price may not be increased during the term of the Contract.

1.4. **Contract** - the contract between the Contracting Authority and the Contractor for the supply of the Products in question. The template of the Contract is attached as Annex __to the Agreement.

1.5. **Proposal** - a proposal submitted by the Contractor for the Supply of the Products on the basis of a specific Invitation from the Contracting Authority. A separate Invitation and Proposal template is attached as Annex No, __ to the Agreement.

1.6. **Delivery** – transfer of the Products to the Purchaser in accordance with provisions of DDP (*Incoterms 2020*) at the address: 60 Dzintara Street, Riga, and unloading at the place specified by the Contracting Authority.

1.7. **Products** - <*Name of the Products and the manufacturer thereof*>_____ in accordance with the Supplier's proposal for the procurement with identification No. RŪ-2024/37 and the technical specification attached as Annex No. 1.

1.8. **Invitation** - an invitation sent by the Contracting Authority to Contractors to submit a Proposal for a specific quantity of Products. A separate Invitation and Proposal template is attached as Annex No, __ to the Agreement.

1.9. **Agreement** - this General Agreement between the Parties and all the Annexes hereto.

2. Subject matter and duration of the agreement

2.1. The Agreement shall set out the procedure for the Contracting Authority to select the Contractor among the Contractors to carry out the Supply of the Products, as well as the procedure for the conclusion of the Contracts between the Parties and the terms to be included in the Contracts.

2.2. The Contractor shall carry out the Supply of the Products in accordance with the procedures of the Purchase Documentation, the Agreement, the Contract and the applicable regulatory enactments.

2.3. The Contracting Authority shall send the Invitations within 24 (twenty-four) months from the date of entry of the Agreement into effect or until the maximum aggregate amount of the Agreement reaches the one set out in Clause 4.1 of the Agreement.

3. Choice of Contractor and Conclusion of the Contract

3.1. The Contracting Authority shall, as necessary, but at least semi-annually, send to the Contractors an Invitation to submit a Proposal.

3.2. The Invitations shall be sent electronically by the Contracting Authority to the e-mail addresses of the Contractors' contact persons specified in Clause 9.7 of the Agreement. The Invitation shall be deemed to have been received if it has been sent to the addressee in accordance with Clause 9.7of the Agreement.

3.3. Within 5 (five) working days from the date of receipt of the Invitation, the Parties shall evaluate the Invitation received, calculate the specific cost of the Supply of the Products and send to the Contracting Authority a completed and signed Proposal with a secure electronic signature, enclosing the information and/or documents requested in the Invitation, if any. In the event that the Contractor fails to submit a Proposal within the time limit set out in this clause, the Proposal shall be deemed not to have been submitted and the Contractor shall be deemed to have withdrawn from tendering for the Supply of the Products in question.

3.4. The estimated Contract Prices indicated in the Proposals of the Contractors may not exceed the prices indicated in the Financial Proposal submitted by the relevant Contractor for the Procurement. The prices indicated in the Contractor's Financial Proposal for the Procurement may not be increased during the term of the Agreement, including due to price increases and changes in regulatory enactments.

3.5. The Contracting Authority shall, not later than within 10 (ten) working days after the deadline for submission of the Proposal specified in the Invitation, assess the Proposals for compliance with the requirements set out in the Agreement and the Invitation and select for the Contract the Contractor with appropriate Proposal with the lowest Contractual Price, taking into account the total amount of the Proposal in EUR (excluding VAT). The Contract Price shall be determined on the basis of the evaluation of the Proposals performed within the framework of the Procurement, based on the evaluation system set out in the Procurement Regulations.

3.6. If several Contractors have offered the lowest estimated Contract Price, the Contracting Authority shall re-invite those Contractors to submit Proposals for the supply of the Products in question. The Contracting Authority shall select the Proposal with the lowest estimated Contract Price from the Proposals resubmitted. If, in response to a repeated invitation, the Contractors resubmit Proposals with the same estimated Contract Prices, the Contract shall be awarded to the Contractor which submitted the Proposal first. The Contracting Authority shall inform the Contractors of its choice electronically by sending an e-mail to the e-mail addresses of the contact persons of the Contractors specified in Clause 9.7 of the Agreement.

3.7. If the Contractor offering the lowest estimated Contract Price is unable to supply the full quantity of Products specified in the Invitation, the Contracting Authority shall award the Contract to that Contractor for the supply of the quantity of Products which the Contractor is able to supply. For Supply of the remainder of the Products, the Contract shall be awarded to the Contractor offering the next lowest estimated Contract Price.

3.8. The Contracting Authority shall, on the date of the decision on the possible award of the Contract, verify the compliance of the selected Contractor with the exclusion condition of

Section 48(2) of the Law on the Procurements of Public Service Providers (LPPSP). If the Contractor has outstanding tax obligations, the Contracting Authority shall require the Contractor to submit the documents referred to in the sixth paragraph of Section 48 of the IRISL. If the documents received also show that the Contractor has outstanding tax liabilities, the Contract shall be awarded to the Contractor who has offered the next lowest estimated Contract Price and has no outstanding tax liabilities.

3.9. The Contract shall be concluded in accordance with the conditions of this Agreement, as well as the information specified in the Invitation and the Contractor's Proposal.

3.10. If the Contractor fails to sign and deliver the Contract to the Contracting Authority within 5 (five) working days from the date on which the Contracting Authority has submitted the Contract to be concluded to the Contractor for signature, the Contractor shall be deemed to have waived the right to conclude the Contract and the Contracting Authority shall be entitled to conclude the Contract with the Contractor which has submitted the Proposal with the next lowest estimated Contract Price.

3.11. The Contracting Authority shall have the right to reject the Tenders submitted and not to conclude the Contract if all the Proposals submitted exceed the Contracting Authority's budgetary possibilities or if the conclusion of the Agreement would exceed the maximum amount of the Agreement specified in Clause 4.1 of the Agreement. In that event, the Contracting Authority shall revise the quantities of the Products and send a repeated Invitation.

4. Agreement amount and payment arrangements

4.1. The Agreement amount shall consist of the total sum of money paid by the Contracting Authority to the Contractors during the term of the Agreement amount for the Products delivered in good quality in accordance with the terms of the Agreement amount and the Contracts and accepted by the Contracting Authority. The maximum total amount of the Agreement shall be fixed at EUR _____ (_____ *euro* and 00 cents) excluding VAT.

4.2. The Contract Price for the Products supplied under the Contract shall be set out in the specific Contract.

4.3. The Contractor shall not be entitled to claim for additional payment from the Contracting Authority if, during the performance of the Contract, it is established that the Contractor has not included in the Contract Price all the necessary costs for the Supply of the Products or has not quoted a price for the full amount of the Products as specified in the Contract. The additional costs referred to in this clause shall be borne by the Contractor.

4.4. The Contracting Authority shall pay for the Products supplied under the Contract in accordance with the procedures set out in the Contract.

5. Provisions for Supply of the Products

5.1. The terms and conditions of Supply of the Products shall be set out in each individual Contract.

5.2. The procedure for the Delivery of the Products shall be agreed between the Parties' authorised persons in accordance with the conditions of the Agreement and the Contract.

5.3. The Contractor shall carry out the Supply of the Products in accordance with the applicable regulatory enactments.

6. Entry of the Agreement and the Contract into Effect and Duration Thereof

6.1. The Agreement shall enter into effect on the date on which it is signed by the Parties and shall remain in force until the obligations of the Parties have been fulfilled in full. If the Agreement is not signed by any of the Contractors, it shall apply to those Contractors who have signed it.

6.2. The Agreement may be terminated with respect to any or all of the Contractors early at any time by written agreement of the Parties. If the Agreement is terminated with respect to any of the Contractors, the Agreement shall remain in force with respect to the other Contractors.

6.3. The Contract may be terminated early at any time by written agreement of the Parties.

6.4. The Contracting Authority shall have the right to unilaterally withdraw from the Contract and/or the Agreement with respect to any of the Contractors by giving the Contractor at least 10 (ten) days' prior written notice and without reimbursement of any expenses and/or damages so incurred, if:

6.4.1. The Contractor violates the applicable regulatory enactments relating to the Supply of the Products and fails to remedy the said violations within 10 (ten) days from the date of receipt of the relevant notice from the Contracting Authority, including in case of expiry;

6.4.2. Fulfilment of the Agreement or the Contract is impossible because the Contractor is subject to international or national sanctions or sanctions of a Member State of the European Union or North Atlantic Treaty Organisation that affect significant financial and capital market interests according to the Law on International Sanctions and National Sanctions of the Republic of Latvia.

6.4.3. The Contractor breaches the terms of the Contract, including by failing to provide a performance security as required by the Contract.

6.5. The Contracting Authority shall have the right to unilaterally withdraw from the Agreement with respect to all Contractors and from the Contract with respect to a particular Contractor by giving 3 (three) months' notice to the Contractor/-s.

7. Force Majeure

7.1. The Parties shall be released from liability for breach of the Agreement and the Contract, if fulfilment thereof has been delayed or other stipulated obligations have not been fulfilled due to force majeure. Within the meaning of the Agreement and the Contract, force majeure includes events that the Parties cannot reasonably control, i.e. wars, revolutions, fires, flood, quarantine restrictions, limitations imposed by state authorities.

7.2. If duration of force majeure circumstances and their consequences exceeds 10 (ten) calendar days or, upon occurrence of such circumstances, it becomes clear that such circumstances and their consequences will last for over 10 (ten) calendar days, the Parties shall agree on continuation of the relations according to the Agreement or the Contract taking into account the aforementioned circumstances or termination thereof.

8. Resolution of Disputes and Liability

8.1. All the disputes and disagreements arising from the Agreement or the Contract and/or affecting it or its breach, termination or invalidity will be solved by the Parties by the means of negotiation. If the Parties have not reached a solution within 15 (fifteen) days after receiving the invitation to start negotiations, the dispute shall be finally solved at court in compliance with the procedure determined in the regulatory enactments of the Republic of Latvia.

8.2. The Contractors shall assume full responsibility for the compliance of the Products with the applicable regulatory enactments, their safety to human life and health, and to immediately indemnify the Contracting Authority and third parties for damages caused by its actions or by defective Products.

9. Other Provisions

9.1. The Parties shall undertake to warn each other about changes to their requisite details, mail or registered addresses, at least 15 (fifteen) days in advance.

9.2. The Parties agree that they shall not be entitled to assign or otherwise transfer any rights or obligations specified in the Agreement and the Contract to third parties without the other Party’s prior written consent.

9.3. Information contained in the Agreement and the Contract or obtained by the Parties in relation to this Agreement and the Contract is to be considered a trade secret, and it may be disclosed to other persons solely with a written consent of the other Party. The aforesaid shall not apply to the case, when disclosure of information is required by the applicable laws of the Republic

of Latvia. If any of the Parties has unlawfully disclosed the information, which is to be considered a trade secret in accordance with this Agreement and the Contract, thus causing losses to the other Party, the latter shall be entitled to claim for compensation for the direct losses caused by unlawful disclosure of such information.

9.4. Expiry of the Agreement and the Contract on any grounds shall not release the Parties from performance of the undertaken obligations. The Agreement and the Contract shall be binding on the legal successors of the Parties.

9.5. The Parties agree that the personal data provided by the other Parties necessary for the performance of the Contract will be processed only for the purpose of fulfilment of the obligations under the Contract and in accordance with the requirements of applicable regulatory enactments and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).

9.6. The Contracting Authority's contact persons for the performance of the Agreement and the Contract who (individually) are authorised to accept the Products delivered, to sign the Supporting Documents and to perform the other duties of the Contracting Authority's authorised persons set out in the Agreement and the Contract, including the sending of Invitations, shall be _____.

9.7. The Contractor's contact person in relation to fulfilment of the Agreement and the Contract shall be _____.

9.8. For mutual communication and exchange of information, including the sending of the Invitation and the receipt of the Proposal, the Contracting Authority and the Parties shall use the electronic medium by sending notices and documents signed with a secure electronic signature to the e-mail addresses of the Parties as specified in Clauses 9.6 and 9.7 of the Agreement.

9.9. The Agreement has been drawn up in Latvian in __ copies on __ pages at _____ with Annex No. 1 on __ pages and Annex No. 2 on __ pages, Annex No. 3 _____, Annex No. 4 _____, which are integral parts of the Agreement. One copy of the Agreement shall be provided to each Party. All the copies of the Agreement shall have equal legal effect.

10. Details and signatures of the Parties

THE CONTRACTING PARTIES HAVE SIGNED THE DOCUMENT ELECTRONICALLY BY THE MEANS OF SECURE ELECTRONIC SIGNATURE AND TIME STAMP

Contract template

Contract No. see in the name of e-doc file
Regarding the Supply of Flocculant (Acrylic Polymer)"
(procurement identification No. RŪ-2024/37)

DATE OF SIGNING SHALL BE THE DATE OF THE LAST AFFIXED SECURE ELECTRONIC SIGNATURE AND TIME STAMP THEREOF

The **LLC (SIA) "Rīgas ūdens"**, reg. No. **40103023035**, represented by its _____ , who acts on the basis of the decision of the Board of the LLC (SIA) "Rīgas ūdens" of _____ (Minutes No. _____), hereinafter referred to as – the "Purchaser", on the one part,
_____, reg. No. _____, represented by its _____, who acts on the basis of the _____, hereinafter referred to as – the "Supplier", on the other part,
hereinafter both jointly referred to as – the "Parties", shall enter into the following contract, hereinafter referred to as – the "Contract":

1. Terms Used in the Contract

1.1. Products – <*Name of the Products and the manufacturer thereof*> in accordance with the Supplier's proposal for the procurement with identification No. RŪ-2024/37 and the technical specification attached as Annex No. 1.
1.2. Purchase Price – amount paid by the Purchaser to the Supplier for the Products in accordance with the procedures stipulated in the Contract. The Purchase Price corresponds to the real value of the Product, includes all the Supplier's expenses and the Supplier's profit.
1.3. Delivery – transfer of the Products to the Purchaser in accordance with provisions of DDP (*Incoterms 2020*) at the address: 60 Dzintara Street, Riga, and unloading at the place specified by the Contracting Authority.
1.4. Order – the Purchaser's order for the respective batch of Products (made by telephone or e-mail). In the Order, the Purchaser's representative shall specify the name of the Products, quantity, Delivery address and Delivery deadline, telephone number of the Purchaser's contact person at the point of acceptance of the Products.
1.5. Supporting Document – a document signed by the authorised persons of the Parties and confirming delivery of the Products. The Supporting Document must contain the following information:
  1.5.1. Contract number and date;
  1.5.2. the name, quantity and price of the Products to be transferred;
  1.5.3. Place and time of signing of the Supporting Document;
  1.5.4. Information specified in Section 125 of the Value Added Tax Law.
1.6. Validity Period – a period specified in the Contract when the Product must maintain all the properties and during which the Supplier replaces the Products by equivalents in cases and in compliance with the procedures determined in the Contract.

2. Subject-matter of the Contract

2.1. The Supplier shall undertake to supply to the Purchaser, and the Purchaser shall undertake to accept the Products in compliance with the procedures stipulated in the Contract.
2.2. The Purchaser shall undertake to pay the Purchase Price for the Products in compliance with the procedures stipulated in the Contract.
2.3. The Supplier shall undertake to provide information on the course of supply of the Products at the first Purchaser's request.
2.4. By entering into the Contract, the Parties acknowledge that:
  2.4.1. they have fully discussed provisions of the Contract, recognise them to be mutually beneficial, and undertake to perform them in full;

2.4.2. The Parties are entitled to perform their current business, they are entitled to be the owners of their property and assets, they have met all the requirements defined in the regulatory enactments with regard to their business;

2.4.3. Entering into the Contract, performance of the obligations and compliance with the provisions:

2.4.3.1. is not and will not be contradictory to the effective laws, regulations or instructions, judgement, decision or permits that are binding on the Parties or that refer to their property or assets;

2.4.3.2. is not and will not be contradictory to any contract that refers to their property or assets, will not cause any termination or default of the Contract;

2.4.3.3. will not contradict any provisions of the Parties' articles of association.

2.5. The Suppliers undertakes to provide technical assistance – 1 (one) visit of 1 (one) specialist for 8 (eight) hours for dealing with the issues, if any arises because of use of the Product. Technical assistance shall be applied for 1 (one) week in advance by sending the application to the e-mail address of the Supplier's contact person. For each instance of technical assistance, the Parties shall draw up and sign a corresponding report.

3. Provisions for the Fulfilment of the Contract

3.1. Within 10 (ten) calendar days after signing of the Contract, the Supplier shall:

3.1.1. submit to the Contracting Authority the security of performance of the contractual obligations in the amount of 10% (ten per cent) of the amount specified in Clause 5.1 of the Contract whose text has been harmonised with the Contracting Authority in advance and which must be prepared according to the following conditions:

3.1.1.1. The Supplier shall ensure the fulfilment of the contractual obligations by an expromissory guarantee of a credit institution which has received a permit to provide financial services in a Member State of the European Union or the European Economic Area or an expromissory guarantee of an insurance company which has received a permit to provide insurance services in a Member State of the European Union or the European Economic Area, and the text of which has been previously agreed with the Contracting Authority. The guarantee must clearly state that it is subject to the Uniform Rules on Demand Guarantees No. 758 issued by the International Chamber of Commerce ("ICC Uniform Rules for Demand Guaranties", ICC Publication No.758). All matters not regulated by the aforementioned rules shall be regulated by the laws of the Republic of Latvia;

3.1.1.2. With the security of performance of the contractual obligations the bank or insurance company assumes an irrevocable unconditional obligation in favour of SIA "Rīgas ūdens" to make a payment in the requested amount within 10 (ten) calendar days after receipt of the first written request of SIA "Rīgas ūdens" indicating one (or more) occurrence of the following circumstances:

a) the Supplier has not delivered the Product in accordance with the procedures specified in the Contract;

b) The Supplier has delivered a Product of a quality that does not conform to the regulatory enactments and/or the proposal submitted within the procurement with the identification No. RŪ-2024/37;

c) the Supplier has unilaterally withdrawn from the Contract;

d) the Supplier does not comply with other provisions of the Contract.

3.1.1.3. The security of performance of the contractual obligations must be valid for the entire duration of the Contract.

3.1.2. The Supplier shall have the right, instead of the guarantee referred to in Clause 3.1.1 of the Contract, to deposit the amount of security of performance of the contractual

obligations in the amount referred to in Clause 3.1.1 of the Contract in the Contracting Authority's account LV38HABA0551023750365, held with the JSC (AS) Swedbank, SWIFT code HABALV22.

3.2. The Supplier shall deliver the respective batches of the Products in compliance with the provisions of the Contract on the basis of the Purchaser's written Orders, within the term specified in the Order, however, not longer than within **30 (thirty) days** from the day of transfer of the Order.

3.3. The Supplier shall deliver the relevant batches of Products in accordance with the procedure, in the scope and within the time limits specified in Annex No. 1 to the Contract. During the performance of the Contract, the Supplier shall be entitled to agree in advance with the Contracting Authority's authorised person on changes in the quantities of the Products to be delivered in individual batches, subject to the Contracting Authority's requirements set out in Annex No. 1 to the Contract.

3.4. The Supplier shall represent and warrant that the Products are his property, have not been alienated, pledged, encumbered, no prohibitions have been established over the Products, and they have not been disputed.

3.5. The Supplier acknowledges that, before the delivery to the Purchaser, the Products were stored in suitable conditions, with the care of an honest and careful manager.

3.6. The Parties shall establish the fact of Supply by signing a Supporting Document in compliance with the procedure determined in the Contract.

3.7. The Parties agree that all the risks applicable to the Products shall pass on to the Purchaser after signing of the Supporting Document.

3.8. The Supplier acknowledges that the Products correct use thereof according to their task and regulations of exploitation will not cause loss or damage to human health or property, or the environment. The Supplier guarantees that all import taxes and duties have been paid for the Products.

4. Provisions on acceptance of the Products

4.1. Upon supply of the Products, the Supplier shall submit the Supporting Document to the Purchaser's authorised person for signing, along with the Quality Certificate of the Product, as well as the chemical product safety data sheet of the Product.

4.2. The Purchaser's authorised representative shall inspect the Products on-site and verify compliance of the information indicated in the Supporting Document with the Contract, assess quality of the Products, their compliance with the provisions of the Contract and compliance with the information specified in the Supporting Document, thereafter sign the respective Supporting Document or give the Supplier a substantiated refusal to sign the Supporting Document.

4.3. In case of refusal to sign the Supporting Document, the Supplier shall eliminate all the defects in the Supporting Document, quality of the Products and conformity thereof to the provisions of the Contract, and resubmit the Supporting Document to the Purchaser for signing.

4.4. The Products shall not be accepted if they do not conform to the provisions of the Contract or requirements of the effective regulatory enactments.

4.5. The Purchaser shall accept the Products only by the external appearance and reserve the right to raise objections regarding hidden deficiencies of the Products, quality of the Products and conformity thereof to the Contract.

4.6. Mutual signing of the Supporting Document serves as grounds to pay the Purchase Price indicated in the Supporting Document.

5. Payment Procedures

5.1. The Parties agree that the Contract Amount shall be **EUR _____,** excluding value added tax (hereinafter referred to as - "VAT"), i.e., the Purchase Price for 1 (one) kilogram of the Products shall be EUR _____ excluding VAT and the Technical

Assistance Fee shall be _____ excluding VAT. VAT shall be applied in compliance with the procedure determined in the regulatory enactments of the Republic of Latvia.

5.2. The Purchaser shall pay for the Products and the technical assistance provided within 20 (twenty) days from the date of mutual signature of the relevant Supporting Document or the report referred to in Clause 2.5 of the Contract.

5.3. The Purchaser shall make payment by a transfer to the Supplier's bank account specified in the Supporting Document.

6. Settlement of Disputes

6.1. This Contract is to be interpreted in accordance with regulatory enactments effective in the Republic of Latvia.

6.2. All disputes and disagreements arising from this Contract and/or affecting it or its breach, termination or invalidity will be solved by the Parties by the means of negotiation. If the Parties have not reached a solution within 15 (fifteen) days after receiving the invitation to start negotiations, the dispute shall be finally solved at court in compliance with the procedure determined in the regulatory enactments of the Republic of Latvia.

6.3. In case if the Supplier delays the Supply Term of the Product stipulated in Clause 3.2 of the Contract, it shall pay to the Purchaser contractual penalty in the amount of 0.1 (one tenth) % of the Purchase Price of the relevant Order for each day of delay. Payment of the contractual penalty shall not release the Supplier from fulfilment of the obligations. The Purchaser shall be entitled to withhold the amount of this contractual penalty from the payments due to the Supplier in accordance with the Contract.

7. Validity Term

7.1. The Parties agree that the Product Validity Term is 12 (twelve) months.

7.2. Upon establishing the non-conformity of the Products to the Contract, damage, hidden deficiencies or non-compliance with the quality, the Purchaser shall draw up a request for the rectification of deficiencies within 5 (five) days.

7.3. The Supplier shall fulfil the obligations of the Validity Term not later than within 10 (ten) days from the date of receipt of the Purchaser's request.

7.4. On the basis of the Purchaser’s request, the Supplier shall replace the Products for equivalent ones at its own expense and using its own labour force.

7.5. In case, if the Supplier delays fulfilment of obligations related to the Validity Term, it shall pay the Purchaser contractual penalty in the amount of 0.1 (one tenth) % of the Purchase Price of the relevant Order for each day of delay. Payment of the contractual penalty shall not release the Supplier from fulfilment of the obligations. The Purchaser shall be entitled to withhold the amount of this contractual penalty from the payments due to the Supplier in accordance with the Contract.

7.6. The Validity Term obligations start from the moment of mutual signing of the Supporting Document.

8. Validity Term of the Contract

8.1. The Contract shall enter into effect on the day, when the Supplier submits to the Purchaser the Security of Performance of the Contract referred to in Clause 3.1 of the Contract and remain effective up to the moment of completion of the obligations of the Parties specified therein.

8.2. Within the framework of the Contract, in accordance with the Orders, _____ kg (_____ tons) of Products shall be delivered.

8.3. The Parties shall agree that the Purchaser has the rights to establish that the Supplier has unilaterally departed from the Contract, if:

8.3.1. the Supplier delays term of the Supply by more than 3 (three) days;

8.3.2. an application has been submitted to the court regarding declaration of the Supplier as insolvent;

8.3.3. the Supplier has supplied Products non-conforming to the Contract, and has not eliminated the deficiencies at the Purchaser's request.

8.3.4. the Supplier unilaterally increases price of the Product stipulated in the Contract.

8.4. The Purchaser shall be entitled to unilaterally withdraw from the Contract, if fulfilment of the Contract is impossible because the Supplier is subject to international or national sanctions or sanctions of a Member State of the European Union or North Atlantic Treaty Organisation that affect significant financial and capital market interests according to the Law on International Sanctions and National Sanctions of the Republic of Latvia.

9. Force Majeure

9.1. The Parties shall be released from liability for breach of the Contract, if fulfilment of the Contract has been delayed or other stipulated obligations have not been fulfilled due to force majeure. Within the meaning of this Contract, force majeure includes events that the Parties cannot reasonably control, i.e. wars, revolutions, fires, flood, quarantine restrictions, limitations imposed by state authorities, and others. Force majeure does not include activities taken by the Product manufacturers or transporters.

9.2. If a situation of force majeure occurs, a Party immediately, but no later than within 10 (ten) days, shall notify the other Party of such circumstances and their causes.

9.3. In the event the duration of force majeure circumstances exceeds one month, the Parties shall agree on further action to ensure fulfilment of the obligations under the Contract or termination of the Contract.

10. Other Provisions

10.1. The Parties shall undertake to warn each other about changes to their requisite details, mail or registered addresses, at least 15 (fifteen) days in advance.

10.2. The Parties agree that they shall not be entitled to assign or otherwise transfer any rights or obligations specified in this Contract to third parties without the other Party’s prior written consent.

10.3. Expiry of the Contract on any grounds shall not release the Parties from performance of the undertaken obligations. The Contract shall be binding on the Parties legal successors.

10.4. Information contained in this Contract or obtained by the Parties in relation to this Contract (regarding prices and such), is to be considered as a business secret, and it may be disclosed to other persons solely with a written consent of the other Party. The aforesaid shall not apply to the case, when disclosure of information is required by the applicable laws of the Republic of Latvia. If any of the Parties has unlawfully disclosed the information, which is to be considered as business secret in accordance with this Contract, thus causing losses to the other Party, the latter shall be entitled to claim for compensation for the direct losses caused by such an unlawful disclosure of the information.

10.5. The Purchaser's contact persons and authorised persons for the performance of the Contract:

10.5.1. _____, who are authorised (individually) to prepare Orders and requests;

10.5.2. _____, who are authorised (individually) to accept the Products by signing the Supporting Documents and to request and accept technical assistance services by signing the reports.

10.6. The Supplier's contact person in the fulfilment of the Contract shall be _____.

10.7. The Parties agree that the personal data provided by the other Party necessary for the performance of the Contract will be processed only for the purpose of fulfilling the obligations under the Contract and in accordance with the requirements of applicable laws and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).

10.8. The Contract has been drawn up and signed electronically on 5 (five) pages with Annex No. 1 (attached separately as a PDF file).

11. Details of the Parties

THE CONTRACTING PARTIES HAVE SIGNED THE DOCUMENT ELECTRONICALLY BY THE MEANS OF SECURE ELECTRONIC SIGNATURE AND TIME STAMP

Annex to the General Agreement No. __

Template for separate invitation and proposal

Invitation/proposal for the supply of Flocculant (Acrylic Polymer) No. ___

Riga___ _____ 202__

In accordance with the General Agreement No. _____ dated ___ _____ 202___, the Contracting Authority requests to submit proposal for the supply of **____ kilograms of** flocculant (acrylic polymer).

Quality requirements		**Tenderer's proposal**
Name*:		<…>
Manufacturer*:		<…>
Price per 1.0 kg, EUR, excl. VAT[8]:		**<…>**
Total price of the Proposal – Price of the Product for <..> t, EUR excluding VAT:		**<…>**

*In the event that the Contractor, when submitting this proposal for the performance of a separate contract, offers Flocculant (Acrylic Polymer) from a different manufacturer than that specified in the proposal for the open tender "Supply of Flocculant (Acrylic Polymer)", identification No. RŪ-2024/37 (hereinafter referred to as - the Tender), the proposal shall be accompanied by a completed Technical and Financial Proposal Form attached as Annex No. 1 to the Tender, which shall comply with all the requirements of the Tender. In such a case, the Contracting Authority will evaluate the Proposal on the basis of the evaluation system set out in the Procurement Regulations.

<Tenderer's name and registration number>
<Tenderer's registered office and mail address, telephone and fax numbers, e-mail address>
<Tenderer's banking details>
<Name, surname, position of the Tenderer's signatory or authorised person>
<Signature>
<Date, place>

[8] Price of the Product must include all the costs related to its delivery to the delivery point at BAS "Daugavgrīva", 60 Dzintara Street, Riga, Latvia, LV-1016, in accordance with *Incoterms 2020 DDP* and unloading of the Product.

Annex No. 5
Templates of Declaration of the Information on Persons Whose Capabilities the Tenderer Relies On and of the Person Whose Capabilities the Tenderer Relies On

INFORMATION ON THE PERSONS WHOSE CAPABILITIES THE TENDERER RELIES ON

<Tenderer's name, registration number> (hereinafter referred to as – the Tenderer) acknowledges that, within the framework of the Open Tender "Supply of Flocculant (Acrylic Polymer)" (procurement identification No. RŪ-2024/37; hereinafter referred to as – the Open Tender), it relies on capabilities of the following persons to confirm compliance with the qualification requirements of the tenderers stipulated in the Regulations of the Open Tender:

No. .	Name and registration number of the person whose capabilities the Tenderer relies on	Amount and content of the transferable qualification requirements the Tenderer relies on
1	<…>	<…>
<…>	<…>	<…>

<Name, surname, position of the Tenderer's signatory or authorised person>
<Signature>
<Date, place>

STATEMENT OF THE PERSON WHOSE CAPABILITIES THE TENDERER RELIES ON

<Name and registration number of the person whose capabilities the Tenderer relies on> hereby certifies that:

1. <Name and registration number of the person whose capabilities the Tenderer relies on> agrees to participate in the Open Tender "Supply of Flocculant (Acrylic Polymer)", procurement identification No. RŪ-2024/37, organised by the LLC (SIA) "Rīgas ūdens" (hereinafter referred to as – the Contracting Authority), as the person whose capabilities <Tenderer's name and registration number> (hereinafter referred to as – the Tenderer) relies on.
2. Within the Open Tender, the Tenderer may rely on <volume and content of the qualification requirements to be transferred>[9].
3. If the Tenderer is awarded the general agreement, the person assumes to transfer to the Tenderer the following resources: <Brief description of the transferable resources, for example, financial resources, technical equipment>.
4. <Name and registration number of the person whose capabilities the Tenderer relies on> is not subject to the reasons for exclusion referred to in Section 48, Paragraph Two of the Law on the Procurements of Public Service Providers (except for those referred to in Clauses 8 and 9).
5. All the provided information is true.

<Name, surname and position of the signatory or authorised person of the person which is relied on> <Signature>
<Date, place>

[9] The Tenderer's employees or other natural persons which are identified as experts in the tenderer's proposal and which will actually provide services in the performance of the general agreement shall not be regarded as persons whose capabilities the tenderer relies on

Annex No. 6
Templates of Information on Sub-contractors and Declaration of Sub-contractor

INFORMATION ON SUB-CONTRACTORS

If the Tenderer <Tenderer's name and registration number> will be awarded the General Agreement as a result of the Open Tender "Supply of Flocculant (Acrylic Polymer)" (procurement identification No. RŪ-2024/37), the sub-contractors will be transferred the following services, which form part of the General Agreement[10]:

Sub-contractor's name and registration number	**Value of services to be provided, *EUR*, excl. VAT**	**Brief description of the services to be provided by the sub-contractor**
<…>	<…>	<…>
<…>	<…>	<…>

<Name, surname, position of the Tenderer's signatory or authorised person>
<Signature>
<Date, place>

SUB-CONTRACTOR'S STATEMENT

<Sub-contractor's name, registration number> (hereinafter referred to as – the Sub-contractor) hereby certifies that:

1. The Sub-contractor agrees to participate in the Open Tender "Supply of Flocculant (Acrylic Polymer)", procurement identification No. RŪ-2024/37, organised by the LLC (SIA) "Rīgas ūdens" (hereinafter referred to as – the Contracting Authority), as a sub-contractor of <Tenderer's name and registration number> (hereinafter referred to as – the Tenderer).
2. If the General Agreement is entered into with the Tenderer, the Sub-contractor undertakes:
   to render the following services: <Brief description of the services according to the content of amount of the transferable services>;
   and to transfer to the Tenderer the following resources: <Brief description of the resources transferable to the Tenderer (for example, technical equipment)>.
3. <Sub-contractor's name and registration number> is not subject to the exclusion conditions specified in Section 48(2) of the Law on the Procurements of Public Service Providers (except for Clauses 8 and 9 of Paragraph Two)[11],
4. The Sub-contractor acknowledges that all the provided information is true.

<Name, surname, position of the Sub-contractor's signatory or authorised person>
<Signature>
<Date, place>

[10] Sub-contractors and sub-contractors hired by sub-contractors, if any, the value of share of the General Agreement of which is at least *10,000 euro* shall be specified.
[11] Indicates if the value of the share of the general agreement concerning the sub-contractor is at least 10,000 *euro*.

Annex No. 7
Template of the Information on the Tenderer's experience

INFORMATION ON THE TENDERER'S EXPERIENCE

I certify that <name, registration number of the tenderer or the person whose capabilities the Tenderer relies on> has fulfilled the following contract for the supply of products[12]**:**

No.	**Brief description of the subject-matter of the Contract, indicating the name of the products (reagent)**	**Contracting Authority's name, registration No.**	**Validity period of the Contract (year and month)**	**Order amount in kilograms per year**	**Contact information of the Contracting Authority (name, surname, position, phone number, e-mail address)**
1	<…>	<…>	<…>	<…>	<…>
2	<…>	<…>	<…>	<…>	<…>

<Title, name and surname of the tenderer or of the signatory or authorised person of the person whose capabilities the tenderer relies on>
<Signature>
<Date, place>

[12] Information attesting compliance of the Tenderer's experience with the requirement of Clause 9.4 of the Regulations of the Open Tender must be specified.