AT THE SITTING OF THE PROCUREMENT COMMISSION OF THE
LLC (SIA) "RĪGAS ŪDENS" ON 13.05.2024
MINUTES NO. 2

REGULATIONS OF THE OPEN TENDER

"DELIVERY OF FLOCCULANT"
(IDENTIFICATION NO. RŪ-2024/51)

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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/117392 (hereinafter referred to as – Purchaser's profile, where procurement documents are available).

1.2. Contracting Authority's contact person

Lelde Roze, Procurement Specialist, Procurement Management Department, LLC (SIA) "Rīgas ūdens", phone +371 67088544, e-mail address lelde.roze@rigasudens.lv.

2. GENERAL INFORMATION

2.1. Procurement Title and Identification Number

Procurement title: "Delivery of flocculant"
Procurement identification number: RŪ-2024/51.

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 3 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 delivery of flocculant 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 - Bauska's Street 209, Riga, Latvia, LV-1076.

2.4.4. Delivery period of the Products:

2.4.4.1. Delivery 1 – at least 5,000 kg of the Products must be delivered must be delivered within the maximum period of 30 (thirty) days from the date of entry of the Contract into effect;

2.4.4.2. Other deliveries – remaining scope of the Products must be delivered within the maximum period of 90 (ninety) days from the date of entry of the Contract into effect.

2.4.4.3. The Supplier shall be entitled to deliver the entire scope of the Contract in a single delivery (within 30 (thirty) days from the date of entry of the Contract into effect).

2.5. Proposal Assessment Criterion

2.5.1. As a result of the Tender, the Contracting Authority will conclude the Contract with the Tenderer whose Tender meets the requirements of the Regulations and is the most economically advantageous tender - the tender with the tender evaluation criteria and methodology set out in Annex 7 to the 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. Survey of the Object

2.7.1. During the preparation of the Proposal (during the period of submission of the proposal), the suppliers have opportunity to survey the Object (point of delivery of the Product).

2.7.2. In order to survey the Object the supplier is obliged to previously inform the relevant Contracting Authority's contact person Mr Andris Pļavenieks, Deputy Head of the Water Preparation and Supply Service - Head of the Surface Water Extraction Division at the LLC (SIA) "Rīgas ūdens" (phone: +371 67088561, mobile: +371 29246325, e-mail address: andris.plavenieks@rigasudens.lv).

2.7.3. The representatives of the interested supplier, who will have carried out the survey of the Object, will make an entry in the registration sheet issued by the Contracting Authority's responsible employee, stating the supplier's name, registration number, name, surname and the position of the employee who carried out the survey, date of the survey and sign confirming participation in the survey.

2.8. Conclusion of the General Agreement

Draft General Agreement has been attached in **Annex No. 3** to the Regulations, and its provisions are binding on the Tenderer while preparing Proposal.

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 June 19, 2024 at 10 a.m.** in the e-tender subsystem of the EIS https://www.eis.gov.lv/EKEIS/Supplier/ProcurementProposals/117537.

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 **June 19, 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

[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

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. 6** to the Regulations, to verify prima facie conformity of the Tenderer to the requirements set out in the Regulations.

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	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.

No.	Qualification Requirements	Documents to be Submitted
	procedure stipulated in the regulatory enactments – the Tenderer has legal capacity and ability to act.	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.
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

No.	Qualification Requirements	Documents to be Submitted
		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) 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 (water treatment agent with reagent - acrylamide copolymer with cationic acrylic acid derivative) in a quantity of not less than 3 750 kg (three thousand seven hundred and fifty kilograms) over a period of 1 (one) year.	A list of the Tenderer's experience in accordance with the template attached in **Annex 6** 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. A copy of the quality certificate of the offered Product certified by the Tenderer (in accordance with the directives of the European Union), which indicates that the offered Product is usable for potable water treatment, 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 unit must include all the costs related to its delivery to the delivery point at the water station "Daugava", Bauska's Street 209, Riga, Latvia, LV-1076, in accordance with *Incoterms 2020 DDP*,

10.3.2. 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.

11.1.1. 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;

11.1.2. 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;

11.1.3. 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;

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

11.1.5. will check the conformity of the Tenderer's Financial Tender with the requirements set out in the Terms of Reference and check that the Tenderer's Financial Tender is free from arithmetical errors. If the Commission finds arithmetical mistakes in the Tenderer's proposal, the Commission shall be obliged to correct them. The Tenderer shall notify the correction of mistakes and the corrected amount of proposal to the Contracting Authority whose mistakes were corrected. When assessing the Financial Proposal, the Commission shall take into account the corrections. The Commission is entitled to request from the Tenderer clarification of the information contained in the

Financial Proposal. If the Tenderer's Financial Proposal is not submitted or does not meet the requirements of the Regulations, the Tenderer's Proposal shall be rejected;

11.1.6. If the Commission finds arithmetical or clerical errors in the Financial Tender, it shall proceed as follows:

1) if the Tenderer has indicated in the Financial Proposal a different quantity of units from the Financial Proposal template due to a clerical error, the Commission shall have the right to ask the Tenderer to clarify and correct the tender as set out in the Financial Proposal template;
2) if finds a discrepancy between the unit price and the tendered contract price, obtained by multiplying the unit price by the volume, the unit price quoted shall prevail;
3) if the price in the Financial Proposal is quoted to more than two decimal places, the Commission will round the price to two decimal places.

11.2. 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.

11.3. 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. **The winner of the Tender will be the Tenderer who has submitted the most economically advantageous offer that meets the requirements of the Regulations - <u>in accordance with the evaluation criteria and methodology of the offer specified in Appendix 7 of the Regulations</u>.**

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

11.6. The most economically advantageous proposal will be the Proposal which obtains the highest overall evaluation (highest total score) in accordance with the procedure for determining the most economically advantageous tender set out in Annex 7 to the Regulations.

11.7. If the Commission, before taking a decision on the award of the Contract, finds that at least two Tenderers' Proposals have the same score, the Commission shall select the Proposal with the highest score in criterion "B" - ***Flocculant price*** *for the quantity of flocculant required to achieve the mandatory performance indicators as set out in Table 2* of Annex 7 to the Regulations. If the Tenderers whose proposals are evaluated in the same way also have the same score in criterion "B" set out in Annex 7 to the Tender's Proposals, the Commission will organise a random draw, inviting the representatives of the 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.

11.8. 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 3 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 "Delivery of flocculant" (identification No. RŪ-2024/51; 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

No.	Technical Specification (requirements)		Proposal
1	**Name:**		<…>
2	**Manufacturer:**		<…>
3	**Reagent-flocculant:**	Acrylamide copolymer with cation-active acrylic acid derivative	<…>
4.	**Conformity:**	LVS EN 1407:2008	<…>
5	**Aggregate state:**	Granular powder	<…>
6	**Colour:**	White to yellowish	<…>
7	**Viscosity:**	>500 mPa·s	<…>
8	**Specific density:**	~ 650 kg/m³	<…>
9	**Water solubility:**	Good solubility at +3÷ +20C°	<…>
10	**Substance labelling standard:**	In line with EU Directive 67/548/EEC or 1999/45/EC	<…>
11	**pH level:**	~ 4 (dissolving in water)	<…>
12	**Type of packaging:**	25 kg bags	<…>
13	**Volume of the order:**	15,000 kg	<…>
14	**Order delivery:**	First delivery of no less than 5000 kg and no later than 30 days after the contract takes effect; Full delivery within 3 months.	<…> <…>
15	**Product usage determined by the Contracting Authority:**	For the potable water treatment in combination with the sulphated aluminium, sludge densification in settlers and dehydration of the obtained sludge on press filters	<…>
16	**Formation of flakes during the water treatment process:**	In 10 minutes, there must be a moderately transparent are; fully transparent area in 30 minutes	<…>
17	**Formation of flakes during the sludge treatment:**	Properties of flakes – floating flakes are not transparent throughout the entire process	<…>
18	**Product price:**	**Product Price per 1 kg (EUR, excluding VAT):**	<…>

The Supplier guarantees that the Product is certified for use in the territory of the European Union and the Republic of Latvia and its operation in accordance with their task and operating regulations will not cause loss or damage to human health or property, or the environment.

Delivery schedule ***(indicating the quantities and scope of deliveries offered in accordance with the requirements of the Contracting Authority):***

- **Delivery 1 -** at least 5,000 kg of the Products must be delivered must be delivered within the maximum period of 30 (thirty) days from the date of entry of the Contract into effect;
- **Other deliveries -** remaining scope of the Products must be delivered within the maximum period of 90 (ninety) days from the date of entry of the Contract into effect.

The Supplier shall be entitled to deliver the entire scope of the Contract in a single delivery (within 30 (thirty) days from the date of entry of the Contract into effect).

Delivery in consecutive order	Delivery time	Scope of delivery
Delivery 1	Within <delivery time> days from the date of entry of the Contract into effect	<…> kg
<...>	**<...>**	**<...>**

Period of expiry:
The period of expiry (the period during which the Products must retain all their characteristics and during which the Supplier must, in the cases and in the manner provided for in the Purchase Contract, replace the Goods with equivalent Goods) is <*number of months no less than 12 (twelve) months after both the Parties signing the document evidencing the delivery of the Goods*> months.

Enclosed: Copy of the quality certificate for the Goods proposed, certified by the Tenderer (as per EU directives), which states that the Goods offered may be used for treating drinking water, a safety data sheet, and operation manual, as well as other documents by the manufacturer of the Goods certifying the compliance of the Goods with the technical specifications

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

Annex No. 3
Draft General Agreement

Contract No. see in the name of e-doc file
for the delivery of flocculant
(procurement identification No. RŪ-2024/51)

THE DATE OF SIGNING IS THE DATE OF THE LAST ADDED SECURE ELECTRONIC SIGNATURE AND ITS TIME STAMP

LLC (SIA) "Rīgas ūdens", reg. No. **40103023035**, represented by its _____, acting on the basis of the decision of Management Board of LLC (SIA) "Rīgas ūdens" of __ _____ 202_ (Minutes No. 2.4.1/2024/__), hereinafter referred to as the "Contracting Authority", and _____ reg. No. _____, represented by its _____, acting on the basis of _____, hereinafter referred to as the "Supplier",
hereinafter both jointly referred to as – the "Parties", shall enter into the following contract, hereinafter referred to as – the "Contract":

I Terms Used in the Contract

1.1. Products – flocculant, in accordance with the specifications attached as Annex No. 1 to the Contract and to the Supplier's proposal in the open tender "Delivery of flocculant", identification No. RŪ-2024/51.
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 Contracting Authority in compliance with provisions of DDP (*Incoterms 2020*) at the address Bauska's Street 209, Riga, LV-1076, Latvia.
1.4. 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:
  1.4.1. Contract number and date;
  1.4.2. the name, quantity and price of the Products to be transferred;
  1.4.3. Place and time of signing of the Supporting Document;
  1.4.4. Information specified in Section 125 of the Value Added Tax Law.
1.5. 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.

II 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.

III Provisions for the Fulfilment of the Contract

3.1. 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.
3.2. The Supplier ensures transportation of the Products according to the requirements of the applicable laws and regulations.
3.3. The Supplier represents and guarantees that the Products are solely its property, they have not been alienated, pledged, and encumbered in any way, no prohibitions have been registered over the Products, and they are not subjects to dispute.
3.4. 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.
3.5. The Parties shall establish the fact of Supply in compliance with the procedures determined in the Contract, by signing a Supporting Document.
3.6. The Parties agree that all the risks applicable to the Products shall pass on to the Purchaser after signing of the Supporting Document.
3.7. The Supplier acknowledges that the Product and correct exploitation thereof according to their function 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.

IV 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.

V Payment Procedures

5.1. The Parties agree that the Purchase Price for 1 (one) kilogram of the Product is **EUR ____ (_____ euros and ____ cents)** excluding value added tax (VAT). The total amount of

the Contract during the Contract may not exceed EUR _____ (_____ **euros** and _____ cents) 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 within 20 (twenty) days from the day of mutual signing of the relevant Supporting Document.

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

VI Resolution of Disputes and Liability

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 negotiation, the dispute shall be finally resolved in the court in compliance with the procedures determined in the regulatory enactments of the Republic of Latvia.

6.3. In case the Supplier delays the delivery date of the relevant batch of the Products, it shall pay to the Purchaser a contractual penalty in the amount of 0.1% (one tenth of a per cent) of the Purchase Price of the respective Order for each day of delay, but not more than 10 (ten) % of the said Purchase Price. Payment of the contractual penalty shall not release the Supplier from fulfilment of the obligations. The Purchaser shall be entitled to withhold the relevant amounts of contractual penalty, when making settlements with the Supplier for the Products.

VII Validity Term

7.1. The Parties agree that the period of expiry of the Products shall be _____ (no less than 12 (twelve) months) months after the signing of the supporting document evidencing the delivery of the Products by both the Parties.

7.2. Upon establishing a non-conformity of the Products to the Contract, any damage, hidden deficiencies, or deficient quality, the Purchaser draws up a request for the rectification of deficiencies within 5 (five) days (‘request’).

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 with equivalent ones at its own expense and using its own labour force.

7.5. In case the Supplier delays the date of fulfilment of obligations of the Validity Term, it shall pay to the Purchaser a contractual penalty in the amount of 0.1% (one tenth of a per cent) of the Purchase Price of the respective Order for each day of delay, but not more than 10 (ten) % of the said Purchase Price. Payment of the contractual penalty shall not release the Supplier from fulfilment of the obligations. The Purchaser shall be entitled to withhold the relevant amounts of contractual penalty, when making settlements with the Supplier for the Products.

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

VIII Term of the Contract

8.1. The Contract shall enter into effect on the day of mutual signing thereof and remain effective until the moment of complete fulfilment of the obligations of the Parties stipulated therein.

8.2. 15,000 kg (fifteen thousand kilograms) of the Product shall be delivered as part of the Contract.

8.3. The Parties shall be entitled to terminate the Contract unilaterally in cases, if:

8.3.1. an application has been submitted to the court regarding declaration of the other Party as insolvent;

8.3.2. any notification, certification or guarantee of the other Party mentioned in the Contract proved to be false, incorrect or misleading in any aspect;

8.3.3. the other Party sells or otherwise disposes of its assets or property which is crucial for performing its economic activity;
8.3.4. any state or other licence, permit, registration certificate, consent or power of attorney necessary for the Party for performance of obligations mentioned herein or in other contracts in relation to this Contract has been revoked or is not maintained in valid status;

8.4. The Purchaser shall be entitled to unilaterally withdraw from the Contract in cases, where:
8.4.1. the Supplier delays the Delivery term by more than 15 (fifteen) days;
8.4.2. the Supplier has supplied Products non-conforming to the Contract, and has not eliminated the deficiencies at the Purchaser's request.
8.4.3. the Supplier unilaterally increases price of the Product stipulated in the Contract.
8.4.4. At the time of the award of the Contract, the Supplier fulfilled one of the grounds for exclusion referred to in the second paragraph of Article 48 of the Public Service Providers Procurement Law (excluding Paragraphs 8 and 9 of the second paragraph) and was to be excluded from the open tender procedure.

8.5. The Purchaser shall be entitled to unilaterally withdraw from the Contract, if fulfilment of the Contract is impossible because, during the performance of the Contract, the Supplier has become a 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.

IX 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. In 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 manufacture 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.

X Other Provisions

10.1. The Parties undertake to notify the other Party immediately of any change in their details, postal address or registered office or of the persons referred to in Clauses 10.6 and 10.7 of the Contract.

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. Amendments to the Contract shall be made in accordance with provisions of Section 66 of the Law on Procurement of Public Service Providers.

10.5. 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.

10.6. The Purchaser's contact persons and authorised persons for the performance of the Contract:
10.6.1. _____, who are authorised (individually) to prepare Orders and Requests;
10.6.2. _____, who are authorised (individually) to accept the Products by signing the Supporting Documents.

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

10.8. 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).

10.9. The Contract has been prepared in Latvian on __ pages with Annex No. 1 on __ pages and is signed electronically.

XI Details of the Parties

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

Annex No. 4
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 "Delivery of flocculant" (procurement identification No. RŪ-2024/51; 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 "Delivery of flocculant"", procurement identification No. RŪ-2024/51, 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>[8].
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>

[8] 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. 5
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 "Delivery of flocculant" (procurement identification No. RŪ-2024/51), the sub-contractors will be transferred the following services, which form part of the General Agreement[9]:

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 "Delivery of flocculant", procurement identification No. RŪ-2024/51, 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)[10],
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>

[9] 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.
[10] Indicates if the value of the share of the general agreement concerning the sub-contractor is at least 10,000 *euro*.

Annex No. 6
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[11]**:**

No.	Contact information of the Contracting Authority	Name of the chemical reagent	Order amount in kilograms per year	Validity period of the Contract (year and month)
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>

[11] 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.

Annex No. 7
Procedure for submitting samples and determining the most economically advantageous proposal

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 1.0 kg (one kilogram) 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: Water station "Daugava", 209 Bauskas Street, Riga, LV-1076, Latvia.
2. The Contracting Authority shall conduct laboratory-technological test of the Products in accordance with the procedure laid down in Clause 5 of this Annex.
3. The parameters obtained during the laboratory-technological tests of the reagents will be entered into the Proposal evaluation system (see Clause 4 of this Annex), and the Commission shall determine score obtained by all the qualified Tenderers.

4. Determination of the most economically advantageous proposal and evaluation of the results:

According to the testing results, the most economically advantageous proposal will be determined by taking into account the following criteria:

No.	Criterion	Points
A	**Price of flocculant** for the quantity of flocculant, which is required for the treatment of 1 L (one litre) of water, taking into account the determined mandatory efficiency indicators in accordance with the Table No. 1.	20
B	**Price of flocculant** for the quantity of flocculant necessary for the required efficiency indicators in accordance with the Table No. 2.	80
	Total:	**100**

Procedure for calculating the value of criteria:

Position	Assessment criterion	Maximum score	Calculation of score C_{lowest} - the lowest price offered; $C_{value.}$ - the offered price to be assessed
A	**Price of flocculant (C1)** for the quantity of flocculant, which is required for the treatment of 1 L (one litre) of water, taking into account the determined mandatory efficiency indicators in accordance with the Table No. 1.	20	$C1= (C1_{lowest}: C1_{value.}) \times 20$
B	**Price of flocculant (C2)** for the quantity of flocculant, which is required for the mandatory efficiency indicators in accordance with the Table No. 2.	80	$C2= (C2_{lowest}: C2_{value.}) \times 80$

Total	**100**	

The reagent with the maximum score will be considered the economically most advantageous.

5. Procedure for preforming laboratory and technological tests of the Products:

Purpose of the tests:
To assess effect of the flocculant both in the water treatment process and sludge treatment.

Attention:
The results obtained can only be used to determine the most suitable product and cannot be used to determine the dosage on a full scale.

Test environment:
- Water from contact camera
- Water from sludge treatment area

Dissolution of the flocculant is provided for.

Laboratory equipment and chemical reagents:
- Analytic scales
- Electromagnetic mixer
- Electric mixer (Floculaterer 10008)
- Beakers 50 and 1000 mL
- Laboratory thermometer
- Conic flasks 200 mL
- Various laboratory pipettes
- Turbidimeter HACH 2100P
- Portable spectrophotometer (HACH DR/2010,HACH DR-El/4)
- Digital burette
- Glass funnels
- Filter paper
- Various chemical reagents
- pH- meter

Description of the testing procedure:

1. **Trial test for water treatment:**

- To prepare flocculant solution;
- Pour 1L of water from contact camera into the 1L beakers;
- Add the required dose of coagulant (aluminium sulphates);
- Add flocculant after 5 min;
- Mix for another 5 min;
- Observe the process and record formation of flakes in table after 10 min and 30 min;
- Stop mixing after 30 min and measure: turbidity, aluminium remnants, pH, colourfulness, alkalinity;
- Write obtained results in the Table No. 1 (see Clause 3).

Obtained results are displayed in the Table No. 1 (see Clause 3) indicating the following:
- Date of testing;
- Name of supplier;
- Name of flocculant;

- Concentrations and doses of flocculant;
- Observation data after 10 and 30 min;
- Measurements: turbidity, aluminium remnants, pH, alkalinity, colourfulness, temperature.

2. Trial test for sludge water:

- To prepare flocculant solution;
- Pour 1L of sludge water from the tank into the beaker N8;
- While mixing the sludge water slowly and uninterruptedly, add flocculant solution by 1 mL;
- Add flocculant up to the moment, when larger parts of sludge start to appear and clear water appears among the flakes;
- Write obtained results in the Table No. 2 (see Clause 3).

Obtained results are displayed in the Table No. 2 (see Clause 3) indicating the following:

- Date of testing;
- Name of supplier;
- Name of flocculant;
- Flocculant concentration;
- Quantity of the added flocculant;
- Thickness of the sludge layer inside the glass after certain intervals (%);
- Characterisation of the properties of flakes after certain intervals.

1. Testing tables

Table No. 1

Testing table
Water treatment process

Date of testing:

Name of supplier:

Name of flocculant:

Concentration of flocculant solution:

No.	**Flocculant dose**	**Monitoring of flake formation***		**Aluminium remnants***	**Turbidity***	**Colourfulness***	*Alkalinity***	*pH***	*Temperature***
	mg/l	10 min	30 min	mg/l	NTU	mg (Pt)/L	mmol/L		°C
1	*2*	*3*	*4*	*5*	*6*	*7*	*8*	*9*	*10*
1									
2									
..									

** Prior to commencement of testing, the Contracting Authority shall determine the efficiency indicators to be achieved on the specific day of testing and to the specified in the Table No. 1. During the testing process, the lowest flocculant dose shall be taken to achieve all the determined efficiency criteria (step of flocculant dose - 0.05 mg/l).*
*** Informative values in the testing process, which are not taken into account during the assessment of the Proposals.*

Senior Technologist of Chemical Processes _____

Deputy Head of Water Preparation and Supply Service – Head of the Surface Water Generation Unit _____

Table No. 2

Testing table
Sludge treatment process

Date of testing:

Name of supplier:

Name of flocculant:

Concentration of flocculant solution:

No.	**Flocculant dose**	**Thickness of the sludge layer (%)***		**Characterisation of the properties of flakes***	
	mg/l	10 min	30 min	10 min	30 min
1	*2*	*3*	*4*	*5*	*6*
1					
2					
3					
..					

** Prior to commencement of testing, the Contracting Authority shall determine the efficiency indicators to be achieved on the specific day of testing and to the specified in the Table No. 2. During the testing process, the lowest flocculant dose shall be taken to achieve all the determined efficiency criteria (step of flocculant dose - 0.05 mg/l).*

Senior Technologist of Chemical Processes _____

Deputy Head of Water Preparation and Supply Service – Head of the Surface Water Generation Unit _____