

ATKLĀTAS SARUNU PROCEDŪRAS

“Odoranta Scentinel E vai analoga odoranta piegāde”

NOLIKUMS

(Iepirkuma identifikācijas numurs PRO-2022/249)

OPEN NEGOTIATED PROCEDURE

“On the Supply of an Odorant Scentinel E or analog odorant”

REGULATIONS

(Procurement identification number PRO-2022/249)

Riga, 2022

1. GENERAL TERMS

- 1.1. The organizer of the open negotiated procedure is Joint Stock Company "Conexus Baltic Grid", Unified Reg. No 40203041605, Address: Stigu street 14, Rīga, LV-1021, Latvia, (hereinafter Public Service Provider/Customer/Contracting Authority).
- 1.2. The procurement "On the Supply of an Odorant Scintinel E or Odorant analog", ID No. PRO-2022/249 (hereinafter referred to as "Procurement", "Procurement procedure", "Negotiated procedure"), is organised as an open negotiated procedure in accordance with the requirements of Interior procurement procedure of the Customer, and participation in the Procurement is open to any economic operator - a natural person or a legal person or an association of such persons in any combination thereof which offer to supply products or provide services accordingly – hereinafter referred to as "Supplier", "Economic operator".
- 1.3. The procurement is open to any Economic operator: legal entity established in a NATO country, NATO Contact Country (Australia, Japan, New Zealand, Republic of Korea (South Korea)), European Union or European Economic Area (hereinafter - EEA) member state and its real beneficiary is a citizen of NATO country, NATO Contact Country (Australia, Japan, New Zealand, Republic of Korea), a citizen of a European Union or EEA country or a natural person who is a citizen of NATO country, NATO Contact Country (Australia, Japan, New Zealand, Republic of Korea), European Union or EEA country.
- 1.4. The Procurement is organized by Procurement Committee (hereinafter - the Committee or the Commission) approved by the decision of the Board of JSC "Conexus Baltic Grid".
- 1.5. The Procurement is organized by publishing the Procurement regulations (hereinafter – the procurement documents, the procurement procedure documents, the Regulations, the Procurement Regulations), any amendments thereof, answers to the questions of suppliers on the Contracting Authority's website (<http://www.conexus.lv>).
- 1.6. Notice on the Procurement Regulations and any amendments are also published on the website of the Procurement Monitoring Bureau (<https://info.iub.gov.lv/lv/meklet/sps/1>).
- 1.7. The Tenderer – a supplier/economic operator, who has submitted a tender (hereinafter – the Tender).
- 1.8. The purpose of the Procurement is, ensuring competition, openness, and efficient use of the Customer's funds, to enter the Contract with Tenderer that has submitted the most economically advantageous Tender.
- 1.9. The exchange of information between the Customer and Economic operators/Tenderers shall take place electronically by e-mail, or by sending documents signed with a secure electronic signature, or by attaching a scanned document to electronic mail, or by sending documents by mail. Oral information is not binding within the framework of the negotiated procedure
- 1.10. The authorized representatives of the Contracting Authority who will provide information:
 - 1.10.1. regarding the technical requirements of the Procurement (Technical specification): Deputy Head of the Gas Transmission Service of Gas Regulation Stations (GRS) Aleksandrs Bezzubcevs, mobile phone (+371) 29407822, e-mail: Aleksandrs.Bezzubcevs@conexus.lv;
 - 1.10.2. regarding the procedure of the Procurement and the Procurement Regulations - Leading Procurement Specialist of the Procurement Division of the Legal Department Imants Vulāns, mobile phone (+371) 29358268, e-mail: Imants.Vulans@conexus.lv.
- 1.11. If the supplier has timely requested additional information on the requirements provided for in the Regulations, the Customer will answer within 5 (five) working days, but not later than 6 (six) calendar days prior to the deadline for application submission, and will post answers,

stating also the submitted questions, on the Contracting Authority's website (<http://www.conexus.lv/iepirkumi>).

- 1.12. The Tenderer shall carefully examine the Procurement Regulations and shall assume full responsibility for the Tender's compliance with the requirements of the Procurement Regulations and its Annexes.
- 1.13. Submission of the Tender implies clear and outright intention to participate in the Procurement and acceptance of terms and conditions of the Procurement Regulations, certifying understanding about the requirements included in the Procurement Regulations. The above-mentioned Tender is legally binding on the Tenderer who submitted it. Deficiencies or discrepancies of the Tender or misstatements in the Procurement Regulations discovered later do not give the Tenderer a reason to increase the price of the Tender or extend the term of performance of the Contract.
- 1.14. Each Tenderer may submit only one Tender. The Tender must be submitted for the entire amount of the procurement subject.
- 1.15. It is not allowed for the Tenderer to submit several variants of the Tender.
- 1.16. The Contracting Authority is not responsible for the incompletely prepared Tenders, if the Tenderer has not considered the amendments, changes, answers provided and clarifications on the Procurement Regulations, which have been posted on the Contracting Authority's website (<http://www.conexus.lv/iepirkumi>).
- 1.17. The Tenderer shall bear all costs associated with the preparation and submission of its Tender. Submission of the tender is an expression of the Tenderer's free will, thereof, the Contracting Authority will in no case be responsible or liable for those costs, regardless of the outcome of the tendering process.

2. INFORMATION ON THE SUBJECT OF THE PROCUREMENT

2.1. The Subject of the Procurement is providing Purchase of an Odorant Scintinel E or Odorant analog (with similar physical and chemical properties) (hereinafter - the Product) in accordance with the Technical Specification (Annex No. 2 to the Regulations), the Tender submitted and the provisions of the Contract and the laws and regulations of the Republic of Latvia and the European Union.

The Tenderer offering an analogue with similar physical and chemical properties to the Product must in accordance with the Technical Specification (Annex No. 2 to the Regulations).

- 2.2. Product manufacturer - any Economic operator: legal entity established in a NATO country, NATO Contact Country (Australia, Japan, New Zealand, Republic of Korea (South Korea)), European Union or European Economic Area (hereinafter - EEA) member state and its real beneficiary is a citizen of NATO country, NATO Contact Country (Australia, Japan, New Zealand, Republic of Korea), a citizen of a European Union or EEA country or a natural person who is a citizen of NATO country, NATO Contact Country (Australia, Japan, New Zealand, Republic of Korea), European Union or EEA country.
- 2.3. Procurement subject nomenclature (further – CPV codes): Primary CPV code: 24000000-4 (Chemical products).
- 2.4. Execution place of the contract: Joint Stock Company Conexus Baltic Grid, Gas Transmission, 14 Stigu Street, Riga, Latvia, LV-1021.
- 2.5. Terms of delivery of Product — DAP (Incoterms 2020).
- 2.6. The Product shall be supplied in several batches pursuant to the delivery schedule (Annex No. 2 to the Regulations).

- 2.7. Terms of Payment – the payment for the Product shall be effected after receipt of each batch of the Product at the Product delivery location. The Proposal intending the advance payment shall be declined as being non-compliant to the requirements of the Regulations.
- 2.8. The Tender selection criterion is the most economically advantageous Tender, which is determined considering the criteria provided for in Paragraph. 5.5.

3. TENDERER SELECTION REQUIREMENTS, DOCUMENTS TO BE SUBMITTED

3.1. Tenderer selection requirements:

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

NON-ELIGIBILITY OF EXCLUSION CONDITIONS			
No.	Exclusion condition, according to which the Tenderer shall be excluded from the participation in the Procurement	Documents proving non-eligibility of the exclusion conditions of a person registered or permanently residing in the Republic of Latvia	Documents proving non-eligibility of the exclusion conditions of a person registered or permanently residing in a foreign country
3.1.1.1.	It has been stated that the Tenderer has tax arrears (including state mandatory social security contribution arrears) in Latvia or the country, where it is registered or permanently resident, the total amount of which in any of the countries exceeds 150 euro, on the last day of the application and tender submission period or on the day of the decision awarding potential contract conclusion right.	Documents do not need to be submitted. The Contracting Authority will check non-eligibility of this exclusion condition considering the information posted in the information system stipulated by the Cabinet on the date of the last data update of the public tax debtors' database of the State Revenue Service and the Administration System of Immovable Property Tax.	A statement, explanation issued by the relevant foreign competent authority or extract / printout from the database of the relevant state institution or a public database.
3.1.1.2.	Insolvency proceedings have been declared for the tenderer, the economic activity of the tenderer has been suspended, or the tenderer is being liquidated.	Documents do not need to be submitted. The Contracting Authority will check non-eligibility of this exclusion condition in the Register of Enterprises.	A statement, explanation issued by the relevant foreign competent authority or extract / printout from the database of the relevant state institution or a public database.
3.1.1.3.	The Tenderer has provided false information to certify the conformity with the provisions referred to in this Section or the qualification requirements for the tenderers laid down in this Section or has failed to submit the requested information.	Documents do not need to be submitted. The Contracting Authority will check non-eligibility of this exclusion condition during evaluation of the Tender.	
3.1.1.4.	The Tenderer is subject to the restrictions set forth in Section 11 ¹ , Paragraph one of the Law	1) Confirmation (included in the Letter of Application Form in Annex No. 1) that	1) Confirmation (included in the Letter of Application Form in Annex No. 1) that in

	<p>on International Sanctions and National Sanctions of the Republic of Latvia.</p>	<p>in relation to the Tenderer, a member of the Tenderer's Board or Council, the beneficial owner, the person entitled to represent or the procurator, or the person authorized to represent the Tenderer in activities related to the branch, no international or national sanctions or significant sanctions of a member state of the European Union or a North Atlantic Treaty organization affecting the interests of the financial and capital market have been imposed.</p> <p>2) The Contracting Authority will check non-eligibility of this exclusion condition in the Register of Enterprises and on the websites:</p> <ul style="list-style-type: none"> - https://sankcijas.fid.gov.lv/ - https://www.sanctionsmap.eu/#/main - https://sanctionssearch.ofac.treas.gov/ 	<p>relation to the Tenderer, a member of the Tenderer's Board or Council, the beneficial owner, the person entitled to represent or the procurator, or the person authorized to represent the Tenderer in activities related to the branch, no international or national sanctions or significant sanctions of a member state of the European Union or a North Atlantic Treaty organization affecting the interests of the financial and capital market have been imposed.</p> <p>and</p> <p>2) A statement issued by the respective state institution or extract / printout from the respective state institution database containing information about the Tenderer, members of the Tenderer's board or council, the beneficial owner, the person entitled to represent or the procurator, or the person authorized to represent the Tenderer in activities related to the branch.</p> <p>and</p> <p>3) The Customer will check non-eligibility of this exclusion condition on the websites:</p> <ul style="list-style-type: none"> - https://sankcijas.fid.gov.lv/ - https://www.sanctionsmap.eu/#/main - https://sanctionssearch.ofac.treas.gov/
QUALIFICATION REQUIREMENTS			
No.	Qualification requirement	Documents to be submitted by a person registered or permanently residing in the Republic of Latvia	Documents to be submitted by a person registered or permanently residing in a foreign country

3.1.1.5.	<p>The Tenderer, a member of a partnership (if the Tenderer is a partnership), a member of the association of suppliers (if the Tenderer is an association of suppliers) and/or a person specified by the Tenderer has been registered in the procedure provided for in laws and regulations is:</p> <p>a legal entity that is registered in the cases specified in regulatory enactments in a NATO country, NATO Contact Country (Australia, Japan, New Zealand, Republic of Korea), European Union or European Economic Area (hereinafter - EEA) member state and its real beneficiary is NATO country, NATO Contact Country (Australia, Japan, New Zealand, Republic of Korea), a citizen of the European Union or an EEA country</p> <p>or</p> <p>a natural person who is a citizen of NATO country, NATO Contact Country (Australia, Japan, New Zealand, Republic of Korea), the European Union or an EEA country.</p>	<p>Documents do not need to be submitted.</p> <p>The Public Service Provider will check this condition in public database of the Register of Enterprises.</p>	<p>Copy of registration certificate, a statement issued by the respective state institution or extract / printout from the respective state institution database.</p>
3.1.1.6.	<p>The Tenderer's official who has signed the Tender documents has signatory (representation) rights.</p>	<p>The Contracting Authority will check this condition in public database of the Register of Enterprises.</p> <p>A power of attorney issued to another person to sign the Tender, if other person has been appointed to sign the documents.</p>	<p>1) A statement issued by the respective state institution or extract / printout from the respective state institution database containing information on the Tenderer's officials with representation rights.</p> <p>or</p> <p>2) A power of attorney issued to another person to sign the Tender, if other person has been appointed to sign the documents.</p>
3.1.1.7.	<p>During the previous 3 (three) years (2019, 2020 and 2021) and in 2022 in the period up to the date of submission of the tender, the Tenderer has experience in the performance of at least 1</p>	<p>A completed form "Tenderer's statement of experience" (form in Annex No. 4), which contains all the information, so that the Contracting Authority can clearly verify the Tenderer's compliance with the requirements referred to in this Clause.</p> <p>At least 1 (one) positive feedback from the Customer, from which the Customer can verify the Tenderer's</p>	

	(one) contract (for a similar procurement subject), with a contract value of at least EUR 50,000.00 (fifty thousand euros and 00 cents) excluding VAT or if the Tenderer is an authorized representative.	compliance with the requirement referred to in this paragraph. If the Tenderer is an authorized representative, then the Tenderer shall submit an authorization document. To verify the compliance of the experience concerned, the Customer has the right to request additional information <i>* Except if the Tenderer refers to the experience in the cooperation with AS "Conexus Baltic Grid", in that case the information referred to in subsection is not needed.</i>
3.1.1.8.	The Tenderer has at its disposal all the necessary resources for timely and high-quality performance of the contract. - The tenderer is a manufacturer or has the right to sell the products of a particular manufacturer and assume warranty obligations necessary for the performance of the procurement contract.	A document certifying the Applicant's right to sell the Product of a particular manufacturer

- 3.1.2. In case the Tenderer is a merchant registered abroad, then the Tender must additionally indicate whether:
- 3.1.2.1. the Tenderer is *considered / not considered* as a related company with the Contracting Authority according of the Law "On Corporate Income Tax";
 - 3.1.2.2. The Tenderer *is / is not* registered in the country with which the Convention for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion (hereinafter - the Tax Convention) has been concluded for the Republic of Latvia.
- 3.1.3. In case the winner of the Procurement is recognized in low-tax or tax-free countries or territories registered merchant or foreign operators, which is a related company with the Contracting Authority according of the Law "On Corporate Income Tax", before the Contract is concluded successful the Tenderer shall be obliged to submit information on the transfer price basis and a justification of the transaction (price) correlation to the market price (value);
- 3.1.4. Statements and other documents for the verification of the exclusion conditions, which in the cases provided for in the Procurement Regulations are issued by the competent institutions of the Republic of Latvia, will be accepted and recognized by the Contracting Authority on the condition that they **are issued not earlier than one month** before the date of submission; statements and other documents issued by foreign competent authorities will be accepted and recognized by the Contracting Authority on the condition that they **are issued not earlier than six months** before the date of submission, where the authority issuing the statement or document has not specified a shorter period of its validity.
- 3.1.5. In case, if requested statement from the relevant foreign competent authority (containing the information on the Tenderer's board and council members, beneficial owner (-s), person (-s) having the right of representation or proctor (-s), or a person (-s) who is authorised to represent the Tenderer in activities related to a branch or information that the beneficial owner cannot be identified) is not issued, these documents may be replaced by an oath or, if oath is not provided by the laws and regulations of the respective state, by a statement drawn up by the

Tenderer itself to a competent executive or judicial authority, a sworn notary or a competent authority of the respective sector in the country of registration of the Tenderer. The Contracting Authority may also individually obtain the information necessary for the verification of the Tenderer registered abroad provided for Section 11¹ Paragraph one of the Law on International Sanctions and National Sanctions of the Republic of Latvia.

3.2. Documents to be submitted:

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

3.2.1. Letter of application for participation in the Procurement, completed and executed in accordance with the model attached in Annex No. 1 to the Procurement Regulations.

3.2.2. Tenderer's selection documents, in accordance with the provisions of Clause 3.1. of the Procurement Regulations.

3.2.3. Technical Tender:

3.2.3.1. The Technical tender shall be drawn up in accordance with the Technical Specification, using the Technical tender form (Annex No. 2).

3.2.3.2. Technical description of the Product and specimens or copies of certificates in accordance with the requirements set forth in the Technical Specifications.

3.2.3.3. Copies of the conformity declaration and manufacturer's certification of the Products (in Latvian or English) and technical parameters of the Products pursuant to the requirements of the Technical Specification (Annex No. 2 to the Regulations).

3.2.3.4. The Tenderer must prepare and submit the Tender in such a way that it contains all the information necessary for the evaluation process in accordance with the provisions of the Terms of References.

3.2.3.5. The Tenderer is entitled to include in the technical Tender any other documents and information that the Tenderer deems necessary to indicate.

3.2.4. The Financial Tender:

3.2.4.1. The financial Tender shall be drawn up by the Tenderer and submitted in accordance with the form in Annex No. 3 to the Regulations.

3.2.4.2. The Tenderer shall include in the Tender all costs related to the performance of the Contract, including all fees, taxes (except for value added tax (VAT)) that the Tenderer may incur in connection with the timely and high-quality performance of the Contract.

3.2.4.3. In the financial offer, prices / amounts must be indicated in EUR without VAT. The total amount of positions and the total amount of the contract must be calculated and indicated to the nearest 2 (two) decimal places.

3.2.4.4. The prices quoted by the Tenderer shall be fixed for the entire Contract execution term and they may not be subject to any subsequent recalculations, except as provided for in the Regulations and/or Contract.

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

3.2.4.6. Rows and their number may be added to the financial tender form, but the already indicated / defined columns may not be deleted.

4. TENDER

4.1. Preparation and execution of the Tender

- 4.1.1. The Tenderer prepares and submits the Tender in electronic format (.doc, .docx, .xls, .xlsx, .odf, .pdf - with accessible text search, copying and printing functionality), in compliance with regulations on the preparation of electronic documents, including signed with a secure electronic a signature containing a timestamp.
- 4.1.2. The Tenderer **can use** additional encryption to protect the Tender data so that the information included in the Tender is not available until the tenders are opened. The Tenderer must submit a valid electronic key and password for opening the encrypted document no earlier than 15 minutes before and no later than 5 minutes after the end of the deadline for submission of Tenders.
- 4.1.3. The Customer is not responsible for the premature opening of a Tender that has not been completed in accordance with the above requirements. The Customer has the right, but not the obligation, to reject such a Tender.
- 4.1.4. The letter of application, Technical and Financial Tender shall be completed electronically, in a separate electronic document that is readable with Microsoft Office.
- 4.1.5. **The Tender shall be signed by the representative of the Tenderer with representation rights or its authorised person. If the application is signed by an authorized person, it shall be accompanied by a power of attorney with the right of representation, clearly indicating in the mandate the scope of rights and obligations assigned to the authorized person (scanned original document in PDF format). If the Tenderer is an association of suppliers and the company's agreement does not provide for representation rights, the application shall be signed by each person included in the association of suppliers, representative with representation rights.**
- 4.1.6. Other documents may be submitted by the Tenderer (at its own discretion) in electronic form, by signing them with a secure electronic signature.
- 4.1.7. Copies, if the Tenderer has submitted a copy of a document, must be certified. If a copy of a document is not certified the Contracting Authority, if he has doubts about the authenticity of the submitted document, may request that the Tenderer present the original document or submit a certified copy.
- 4.1.8. The Tender must be prepared in Latvian or English. Documents submitted in other languages must be accompanied by a translation into Latvian or English, translation must be certified. The Tenderer is responsible for the compliance of the translation of the documents with the original.
- 4.1.9. The Tender documents must be clearly legible, without corrections, to avoid any doubt or misunderstanding as to the words and figures and without insertions, erasures or mathematical errors. In the event of any inconsistency between the numerical value designations in words and numbers, the word designation shall prevail.
- 4.1.10. If, in the opinion of the Tenderer, any information included or any of the components of the Tender is considered to be a commercial secret, the Tenderer shall indicate it in the Tender. Information, which is generally available in accordance with regulatory enactments, including information included in the Procurement Regulations, may not be recognized as a commercial secret.
- 4.1.11. The Tenderer may modify or withdraw his Tender prior to the deadline for the submission of Tenders. Withdrawal is of an unconditional nature, and it excludes the Tenderer from further participation in the Procurement.

4.2. Place, time, and procedure for submission of tenders

- 4.2.1. The Tenderer must submit the Tender and the documents attached to it by **29th of November 2022, at 14.00 (Latvian time)**, by sending it to the following e-mails: Imants.Vulans@conexus.lv and iepirkumi@conexus.lv.
- 4.2.2. The name and identification number of the procurement and the tag "Tender" must be indicated in the subject of the shipment (Subject). The name, registration number and legal address of the Tenderer must be specified in the shipment.
- 4.2.3. The Tenderer must submit a valid electronic key and password for opening the encrypted document no earlier than 15 minutes before and no later than 5 minutes after the end of the deadline for submission of Tenders (in accordance with 4.1.2.).
- 4.2.4. The risk of non-delivery or non-delivery of the Tender on time is assumed by the Tenderer.

4.3. Opening of Tenders

- 4.3.1. Tender documents, including tender corrections, additions and/or withdrawals, are opened by the Procurement Commission after the deadline for submission of tenders specified in the Regulations.
- 4.3.2. The Commission will open the Tenders in a closed meeting.
- 4.3.3. Tenderers' representatives do not participate in further evaluation process of the Tenders. The Public Service Provider will evaluate the initial and further tenders in closed meetings.

4.4. Tender Validity

- 4.4.1. The Tender shall be valid for the shortest of the following time limits:
 - 4.4.1.1. three months after the closing date for the submission of tenders (Regulations 4.2.1.);
 - 4.4.1.2. if the Commission grants the Tenderer the right to conclude the Contract - until the day when the Contract is concluded.
- 4.4.2. The Customer may request the Tenderer to extend the validity period of the Tender for a certain period. The Tenderer, who has been requested to extend the validity of the Tender, is not allowed to change its Tender, the price, or the content of the Tender.

4.5. Negotiations with Tenderers

- 4.5.1. If necessary, negotiations may be held with each Tenderer separately after the Tender examination or during the Tender examination, if:
 - a) The Commission needs clarifications of the Tenders;
 - b) it is necessary to discuss/agree on possible changes in the Procurement subject, technical specification, essential conditions of the contract, for example: terms of performance, scope of the Procurement subject, technical regulations and requirements, etc.;
 - c) Tender improvements are required.
- 4.5.2. The Commission may negotiate with each Tenderer on the initial and all subsequent Tenders, except for the final Tenders.
- 4.5.3. The negotiations can take place in person, online (using MS Teams platform) or in writing. If the Customer deems it necessary, then face-to-face, online conversations may be recorded and / or an audio-visual recording may be made (at the Customer's option).
- 4.5.4. As a result of the negotiations, the Tenderer (s) may be given the opportunity to specify / improve their Tender.
- 4.5.5. The corrected Tender may not contain the corrections which are not directly asked. The disregard of this condition is the reason for the rejection of the Tender.
- 4.5.6. The Commission shall inform in writing all Tenderers whose Tenders have not been excluded in accordance with the selection requirements of any changes in the technical specifications

or other documents of the procurement procedure. The Procurement Commission shall ensure that the Tenderers have sufficient time to change and resubmit the amended / improved Tenders.

- 4.5.7. The Commission may decide not to negotiate and award the contract based on the initial Tenders.
- 4.5.8. The Customer is entitled to reject the Tenderer if the Tenderer during the procedure will modify the tender without a Customer's invitation.
- 4.5.9. The compliance of the technical and financial tenders will be assessed, considering, inter alia:
 - a) explanations, clarifications, amendments, improvements to tenders;
 - b) changes made to the technical specification and/or other procurement documents during the negotiated procedure.

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

5.1. Examination of the drawing up and validity period of the submitted Tenders and Tender security

- 5.1.1. The Committee will inspect the arrangement of the Tenders and Tender security submitted by the Tenderers and their validity term. In the event of drawbacks found in the arrangement of the Tender, the Committee will assess their relevance and impact on the evaluation process and decide on further consideration of the Tender. The Committee is entitled to reject a Tender if it finds that:
 - 5.1.1.1. The Tender is not signed;
 - 5.1.1.2. The Tender has such arrangement non-compliances that have a significant effect on the assessment of the Tender;
 - 5.1.1.3. Not all documents referred to in Section 3 have been submitted;
 - 5.1.1.4. The validity period of the Tender is shorter than specified in the Regulations 4.4.;
 - 5.1.1.5. The Tenderer has submitted several variants of the Tender in breach of Regulation 1.15.

5.2. Verification of Tenderer selection requirements

- 5.2.1. The Committee will assess the compliance of the Tenderer's with Clause 3.1 herein.
- 5.2.2. The Tenderer will be excluded from the participation in the Procurement, if it complies with any of the exclusion conditions referred to in Clause 3.1 herein.
- 5.2.3. The Committee will perform the examination of the exclusion conditions only for the Tenderer who, in accordance with the Procurement Regulations, should be awarded the contract.
- 5.2.4. The Tenderer's Tender can be rejected if the Tenderer does not comply with any of the qualification requirements provided for in Clause 3.1 herein.

5.3. Evaluation of the Technical Tenders

- 5.3.1. The Committee will assess the compliance of the Tenderer's technical Tender with the requirements set out in Sub-clause 3.2.3. of the Terms of Reference and the Technical Specification.
- 5.3.2. The Tenderer's Tender can be rejected if the Committee finds that the documents of the technical Tender have not been submitted or such documents or their content do not comply with the requirements of the Terms of Reference and/or the Technical Specification.
- 5.3.3. The commission is entitled to negotiate on the technical tender in accordance with Clause 5.4. specified in paragraph.

5.4. Evaluation of the Financial Tenders

- 5.4.1. The Tenderer's Tender can be rejected if the Committee finds that the documents of the Financial Tender have not been submitted or such documents or their content do not comply with the requirements of the Procurement Regulations.
- 5.4.2. The Committee will check for arithmetic errors in the Tenderers' Tenders. If any arithmetic errors are found, the Committee will correct them. In case of error correction, the Committee will notify the Tenderer whose errors have been corrected, also informing the Tenderer about the corrected amount.
- 5.4.3. The reasonably corrected Tender price is considered binding for the Tenderer. If the Tenderer does not agree with the correction of errors reasonably made by the Commission, its Tender can be rejected.
- 5.4.4. If an arithmetical error in the calculation of taxes has been founded in the financial Tender, the Committee shall correct it in accordance with the tax calculation procedure specified in regulatory enactments.
- 5.4.5. The Committee will correct arithmetical errors as follows:
 - 5.4.5.1. if the total price of the cost item will differ from the unit price multiplied with the quantity of units, the total price of the cost item will be corrected;
 - 5.4.5.2. if the total price will differ from the sum of cost items, the total price will be corrected.
- 5.4.6. In case of any inconsistency between the numerical value designations in words and numbers, the word designation shall prevail, except where the numerical estimate is calculable and correct and there is an obvious print error in the word designation.
- 5.4.7. In assessment of the financial Tender with arithmetical errors, the Committee will consider the corrections.
- 5.4.8. An unreasonably cheap Tender:
 - 5.4.8.1. The Committee will check if the Tenderer has not quoted an unreasonably low price. If the Committee finds a Tender to be unreasonably cheap, it will request the Tenderer in writing to explain in detail the relevant conditions for the implementation of the Tender.
 - 5.4.8.2. The Committee, in consultation with the Tenderer will evaluate the explanations provided. The Committee has the right to require that the Tenderer provides a printout from the State Revenue Service's electronic declaration system on the average hourly rates of occupational groups of the Tenderer specified in its Tender, if the State Revenue Service collects such data.
 - 5.4.8.3. The Committee would reject a Tender as unreasonably cheap, if the explanations provided do not justify the Tenderer's proposed low price or costs, or where the price or costs do not include costs related to the compliance with the requirements of the environmental, social and labour law and occupational safety laws and regulations and collective agreements.
- 5.4.9. The commission is entitled to negotiate on the financial tender in accordance with 5.4. specified in paragraph.

5.5. Determination of the most economically advantageous Tender

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

5.6. Decision

- 5.6.1. After the assessment of the Tenders, the Committee will pass one of the following decisions:
 - 5.6.1.1. To award the contract to the Tenderer who has submitted the most economically advantageous Tender compliant with the requirements of the Procurement

- Regulations, and with which the Contract will be concluded in accordance with the draft Contract and the Tenderer's Tender submitted;
- 5.6.1.2. To terminate the Procurement, if:
 - 5.6.1.2.1. No Tenders have been submitted;
 - 5.6.1.2.2. Tenderers do not comply with the selection requirements;
 - 5.6.1.2.3. Tenders non-compliant with the Procurement Regulations have been submitted;
 - 5.6.1.2.4. Tenders are recognised as unreasonably cheap.
 - 5.6.1.3. To interrupt the Procurement, if:
 - 5.6.1.3.1. Only one Tenderer has submitted a Tender and the Committee finds that the qualification requirements are not objective and proportionate. If the qualification requirements set out in the Procurement Regulations are objective and proportionate, the Committee shall decide whether the only Tender is appropriate to the needs of the Contracting Authority and economically advantageous, and whether it is possible to enter into a Contract with the sole Tenderer;
 - 5.6.1.3.2. The next Tenderer who has offered the most economically advantageous Tender, is to be regarded as one market participant together with the initially selected Tenderer who has been awarded the procurement contract;
 - 5.6.1.3.3. There is an objective justification.
 - 5.6.2. In case of termination or interruption of the Procurement, the Contracting Authority does not assume any obligations towards the Tenderers.
 - 5.6.3. The decision taken by the Commission is approved in accordance with the procedures specified in the internal documents regulating the activity of the Customer.

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

- 6.1. The Committee will inform the Tenderers of the results of the Procurement by e-mail.
- 6.2. The customer will invite the Tenderer, who will be recognized as the winner of the procurement, to the negotiations of the contract. In case of unsuccessful contract negotiations, the Customer has the right to invite to contract negotiations the Tenderer who has submitted the next most economically advantageous offer.
- 6.3. The Tender submitted by the winner of the Procurement is the basis for concluding the Contract.
- 6.4. When concluding the Contract with the winner of the Procurement (hereinafter referred to as the Contractor), it will necessarily include the following provisions:
 - 6.4.1. The Contractor is obliged to provide the Services in compliance with the requirements of the laws and regulations of the Republic of Latvia and the European Union. Any questions concerning the interpretation and enforcement of the Contract will be governed by laws of the Republic of Latvia. Any dispute shall be settled in the court of Latvia in accordance with the laws and regulations of the Republic of Latvia;
 - 6.4.2. Delivery schedule and transfer of product.
 - 6.4.3. The Customer may apply a penalty of 0,1% of the total amount of each delivery batch for each business day the delivery of the Product batch is delayed, but not exceeding 10% of the total amount of each delivery batch. Payment of the penalty shall not exempt the Contractor from the duty to perform the Agreement. The Customer shall be entitled to withhold the penalty calculated for the Contractor from the amount of the Agreement payable to it for the delivery of the Product.

- 6.5. Disputes and disagreements that arise during the execution of the Agreement shall be resolved by the Parties through mutual negotiations. If the Parties cannot agree, then any dispute, disagreement or claim related to the Agreement, its termination, amendment or validity shall be resolved in the court of the Republic of Latvia, in accordance with the current laws and regulations of the Republic of Latvia; The Tenderer who has been awarded the Contract shall sign the Contract within 20 working days counting from the date of dispatch of the invitation. If the successful Tenderer does not sign the Contract within the specified term, it shall be considered as a refusal to conclude the Contract.
- 6.6. If the Tenderer who has been awarded the Contract does not sign the Contract with the Customer within the specified term, the Customer is entitled to decide to award the Contract to the next tenderer who has offered the most economically advantageous tender or to terminate the Procurement without selecting any Tender. If a decision is made to award the right to conclude the Contract to the next tenderer who has offered the most economically advantageous Tender, but he refuses to conclude the Contract, the Contracting Authority shall decide to terminate the Procurement without selecting any Tender.
- 6.7. If the Tender is submitted by only one Tenderer, who has also been recognized as the winner of the Procurement and is a recognized low-tax or tax-free countries or territories registered merchant or foreign operators, which is a related company with the Contracting Authority according of the Law "On Corporate Income Tax", before the Contract is concluded successful Tenderer shall be obliged to submit information on the transfer price basis and a justification of the transaction (price) correlation to the market price (value).
- 6.8. If a Tenderer (a merchant or foreign operator) has been recognized as the winner of the Procurement, developing a permanent representation office for the purpose of Tax Convention or the Law "On taxes and duties", the successful Tenderer shall be obliged to submit all the necessary supporting acknowledgements requested by the Contracting Authority associated with the permanent representation.
- 6.9. If the Tender is submitted by an association of suppliers that is not registered at the Commercial Register or an equivalent foreign register, in case it is awarded the Contract it shall before signing the Contract at its own choice either register a partnership at the Commercial Register of the Register of Enterprises or an equivalent foreign register or to conclude a partnership agreement agreeing on the scope of responsibility of the members of the association of suppliers, as well as on the fact that the members of the association of suppliers are jointly and severally liable towards the Contracting Authority (hereinafter - the partnership agreement).
- 6.10. If the association of suppliers that has submitted the Tender and has been awarded the Contract chooses to establish a general partnership, it shall within 20 calendar days following the day of the adoption of the decision on awarding the Contract submit to the Contracting Authority references issued by the Commercial Register of the Register of Enterprises or a certified copy issued by the respective foreign institution or another document certifying the Tenderer's legal capacity and capability, as well as a document certifying the VAT payer's status of the Tenderer.
- 6.11. If the association of suppliers that has submitted the Tender and has been awarded the Contract chooses to enter into a partnership agreement, it shall within 20 (twenty) calendar days following the day of the adoption of the decision on awarding the Contract agree on the distribution of responsibility of the members of the association of suppliers, in line with the distribution of responsibility specified in the Tender, as well as on joint and several liability towards the Contracting Authority, and submit to the Contracting Authority a certified copy of

the partnership agreement, and if necessary, the power of attorney of the representative of the partnership.

- 6.12. If the documents referred to in Clause 7.10. or 7.11. herein are not submitted to the Contracting Authority by the deadline specified therein, it will be considered that the Tenderer (the association of suppliers) has refused to sign the Contract, and The Customer is entitled, while retaining the tender security, to decide on the award of the Contract to the next Tenderer who has offered the most economically advantageous Tender.
- 6.13. In a separate case, the Customer may extend terms specified in Article 7.10. or 7.11. if the Tenderer can prove that has performed all the activities dependent on it for registration in the Commercial Register of the Register of Enterprises, did not allow any delay, or it has not been possible to fulfill the obligations set out in paragraph 7.10. or 7.11. within the time limit for reasons beyond Tenderers control.

7. RIGHTS AND OBLIGATIONS OF THE PROCUREMENT COMMITTEE, RIGHTS AND OBLIGATIONS OF THE TENDERER

7.1. Rights of the Committee:

- 7.1.1. to make a written request to the Tenderer to specify the Tender / submitted information and to provide detailed explanations;
- 7.1.2. to invite the Tenderer to an explanatory meeting (online; in person - if possible) to clarify / explain the details of the Tender;
- 7.1.3. to carry out qualification requirement verification and Tender evaluation only for the Tenderer, who should be awarded the procurement contract;
- 7.1.4. to reject the Tenderer's Tender if the Tenderer has provided false or misleading information in its Tender, including for the assessment of its qualification, or has not provided the requested information at all;
- 7.1.5. to reject the Tenderer's Tender if the Tenderer has not provided answers / explanations to the Committee's requests or has not participated in the explanatory meeting in accordance with Clause 7.1.1. and 7.1.2.;
- 7.1.6. To accept or decline any Tender, to discontinue the Tender procedure and to decline all the Tenders at any time prior to awarding of the procurement contract if it has a valid reason for that and it does not contradict laws and regulations of the Republic of Latvia, without reimbursing any costs related to the preparation of the Tender and participation in the Tender incurred by the Tenderers;
- 7.1.7. To invite experts to work in the Procurement Committee in advisory capacity;
- 7.1.8. To carry out qualification requirement verification only for the Tenderer, who should be awarded the Contract;
- 7.1.9. To carry out other activities in accordance with the laws and regulations and the Procurement Regulations.

7.2. Obligations of the Committee:

- 7.2.1. To consider Tenders submitted by the deadline for the submission of Tenders provided for herein;
 - 7.2.2. To pass a decision on the Tender procedure or results.
- 7.3. The Tenderer is eligible to make a timely written request to the Committee for additional information regarding the Procurement Regulations.
 - 7.4. The Tenderer has an obligation by the deadline as specified by the Committee to provide in writing answers and explanations regarding the Tender to the questions asked by the Committee.

8. CONFIDENTIALITY

- 8.1. No communication between the Tenderers on the one hand and the Contracting Authority or the Committee on the other hand shall take place during the Tender assessment period, except in cases provided for in the Procurement Regulations.
- 8.2. During the time period from submission of the Tenders until the moment of opening thereof the Contracting Authority will not provide information on the existence of other Tenders. During the period of assessment of the Tenders until the announcement of the results, the Contracting Authority will not provide information on the assessment procedure.
- 8.3. The Contracting Authority shall not be responsible if the person submitting the Tender has not informed the data subjects of the processing of their data, has not received their consent or has not met any other data protection requirements concerning the data of the data subjects included in the Tender.

9. ANNEXES

The following annexes are attached to the Procurement Regulations forming integral parts thereof:

- Annex 1 – Letter of Application (Form);
- Annex 2 – Technical specification/Technical Tender (Form);
- Annex 3 – Financial Tender (Form);
- Annex 4 – Tenderer's statement of experience (Form).

Chairman of the Procurement Committee

I. Vulāns

Riga, November 8, 2022

Application Letter for participation in the Open Negotiated Procedure
“On the Supply of an Odorant Scintinel E or analog odorant”
(ID No. PRO-2022/249)

In accordance with the Procurement Regulations, we, the undersigned, hereby confirm our agreement to the provisions of the Procurement Regulations. We, the undersigned, certify that if our Tender is recognized as the most economically advantageous and a contract is concluded with us, we undertake to provide performance of the contract in accordance with the Technical Specification, the Tender and the Procurement Regulations and the prices indicated in the financial Tender.

1. Information on the Tenderer:
 - 1.1. Tenderer’s name: _____
 - 1.2. Registered with No. _____
 - 1.3. Tax payer’s registration No.: _____
 - 1.4. Legal address: _____
 - 1.5. Office address: _____
 - 1.6. Contact person: _____
(given name, surname, position)
 - 1.7. Telephone No.: _____
 - 1.8. E-mail address: _____
2. If the Tenderer is an association of suppliers or a partnership of suppliers:
 - 2.1. The person representing the association of suppliers or the partnership of suppliers in the Procurement:
_____.
 - 2.2. The scope of responsibility of each member of the association of suppliers or partnership of suppliers:
_____.
3. Information about the participants/members/shareholders of the Tenderer's company, their list (only for Tenderers registered in a foreign country):

Participants/members/shareholders			The number of shares owned by the participant or proportion as a percentage
Name, Surname/ Company name	Personal code, other ID information / registration number	Country (resident)	
...			
4. Information on the true beneficiaries of the Tenderer's company, their list (only for Tenderers registered in a foreign country):

True beneficiaries		
Name, Surname	Personal code, date of birth, other ID information	Country (resident)
...		
5. We hereby certify that the documents attached hereto represent this Tender.
6. Information and documents included in our Tender are complete and true.

7. We have examined all documents of the Procurement Regulations, their clarifications, amendments and modifications and we fully understand the requirements and conditions of the Procurement and agree to them.
8. We have read all the documents of the Regulations of the Negotiated Procedure. We fully understand the conditions and requirements of the Negotiations.
9. We have the necessary professional, technical and organisational capabilities, personnel, financial resources, equipment and other physical infrastructure and resources necessary for execution of the potential contract.
10. We hereby confirm that our Tender is valid for 3 (three) months following the end of the Tender submission period.
11. We hereby certify that we are not interested in any other Tender submitted under this procurement procedure.
12. We confirm that this Tender was drawn up and submitted independently of competitors* and without any consultations, contracts or agreements or any other communication with competitors*.
13. We confirm that <Tenderer's name> had no communication with competitors* as to the prices, price calculation methods, factors (circumstances) or formulas, as well as competitors'* intention or decision to participate or not to participate in the procurement or submission of Tenders, which do not meet the requirements of the procurement or as to the quality, volume, specification, performance, delivery or other terms to be handled independently of competitors*, the products or services relating to this procurement.
14. We confirm that <Tenderer's name> has not disclosed and will not disclose intentionally, directly, or indirectly conditions of the Tender to any competitor* before the official Tender opening date and time, or before awarding the right to enter into the contract.
15. We shall not perform any fraudulent and corrupt activities in the procurement process, we shall observe the requirements of the laws and regulations governing competition, we shall not participate in transactions restricting competition, nor allow the situations of conflict of interest in cooperation.
16. We certify that the data of the data subjects included in our Tender comply with the requirements of the laws and regulations regulating personal data protection.
17. We certify that we have informed the data subjects included in our Tender about the data processing in accordance with Article 13 of the General Data Protection Regulation.
18. We certify that we have received the consent to data processing of the data subjects included in our Tender / we have processed the data on another legally valid basis.
19. We certify that, at the request of the Contracting Authority, we can demonstrate compliance with the data protection requirements concerning the processing of data of the data subjects included in our Tender.
20. We point out that page _____ of the Tender contains information that is to be considered as confidential/commercial secret in accordance with the Commercial Law.
21. We certify that if <Tenderer's name> employs European Union citizens and / or third-country nationals, it will comply with the laws and regulations governing the sector and the principles and obligations contained therein with a high level of responsibility.
22. We as a company have not been declared insolvent, our business operations have not been suspended or terminated and we are not undergoing liquidation
23. In the last day of the Tender submission deadline hawse as a Tenderer have no tax debts, including mandatory state social insurance contribution debts, in Latvia or the country of our registration or permanent residence, exceeding EUR 150 in total in each country;

24. We confirm that no international or national sanctions or major sanctions (including sanctions for proliferation financing) by a member state of the European Union or NATO affecting the interests of the financial and capital market that have an impact on the performance of the Contract under this Procurement have been imposed against us as the Tenderer, or member of our board or council, beneficial owner, a person having the right of representation or proctor, or a person who is authorized to represent the Tenderer in activities related to a branch, or member of a partnership, or member of the board or council, its beneficial owner, a person having the right of representation or proctor, if the Tenderer is a partnership.
25. We understand that the Public Service Provider will examine the information in available public databases on the absence of debts on the date of submission of the Tender and on the day when the decision on the possible award of the procurement contract is made and the debts established in such examination will cause the rejection of the Tender.
26. We don't have any advantages restricting competition in the procurement procedure and we or a legal person related to us has not been involved in preparation of the procurement procedure.
27. We have carefully examined the scope of procurement and the Technical Specification, and our Tender price contains all costs associated with the performance of the Contract, including the costs of materials and transport and the taxes and duties payable in accordance with the requirements of the Procurement Regulations.
28. We certify that we are familiar with 29.11.2021. procurement policy no. INA-POL-024 of joint stock company "Conexus Baltic Grid" and the ethical principles of suppliers contained therein (<https://www.conexus.lv/basic-principles-suppliers-ethics>).
29. Information on whether the Tenderer is/is not considered a company related to the joint stock company "Conexus Baltic Grid" in the sense of the Law "On Corporate Income Tax" (if necessary):_____.
30. Information on whether the Tenderer is/is not registered in the country with which the Republic of Latvia has concluded the Convention on the prevention of double taxation and tax evasion (if necessary):_____.
31. We certify that we have / do not have (the Tenderer underlines the relevant) a valid certificate issued in accordance with the standard ISO 45001: 2018 "Occupational health and safety management systems. Requirements with guidance for use. instructions for use" or equivalent.
32. We certify that we have / do not have (the Tenderer underlines the relevant) a valid certificate of compliance with environmental management standards or environmental management systems that comply with European or international environmental management system standards and have been approved by bodies accredited in accordance with regulatory enactments.

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

The proposal document package consists of _____ (_____) pages.

Signature: _____

Given name, surname: _____

Position: _____

The Tender has been drawn up and signed on _____ 2022.

** Competitor - any natural or legal person who is not the Tenderer, and who submits a tender proposal for this procurement or who, taking into account his or her qualifications, abilities or experience, as well as goods or services offered, may submit a tender proposal.*

TECHNICAL SPECIFICATION / TECHNICAL TENDER FORM
“On the Supply of an Odorant Scentinel E or analog odorant”

CUSTOMER REQUIREMENTS	TENDERER'S OFFER
Odorant - Scentinel E or analog (with similar physical and chemical properties).	<i>Name</i>
Purity 99+%	Purity ...%
Impurities:	Impurities:
Water 0%	Water ...%
Mechanical impurities 0%	Mechanical impurities ...%
Composition, %:	Composition, %:
<i>tert</i> -Butyl Mercaptans 73.0 – 77.0	<i>tert</i> -Butyl Mercaptans ...
Isopropyl Mercaptans 15.0 – 17.0	Isopropyl Mercaptans ...
<i>n</i> -Propyl Mercaptans 7.0 – 9.0	<i>n</i> -Propyl Mercaptans ...
Sulphides 1.0 max	Sulphides ...
Total Mercaptans 99.0 min	Total Mercaptans ...
Boiling point 760 mmHg, °C:	Boiling point 760 mmHg, °C:
Initial +59 °C - +67 °C	Initial ... °C - ... °C
5% 61 min	5% ... min
95% 66.5 max	95% ... max
Freezing point -25 max	Freezing point ... max
Flash point, °C < -18	Flash point, °C ...
Density at 15.6 °C kg/m ³ 812	Density at 15.6 °C kg/m ³ ...

Barrels for multiple uses made of stainless steel with a capacity of 200 litres, operating pressure of at least 0.7 MPa, manufactured in compliance with the EN requirements at “Wilhelm Schmits” or of an analogous build. The shut-off fittings and valves have to be adapted to the odorising equipment manufactured by “LEWA”.

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

The Proposal must state the terms and conditions of the barrel (92 pcs.) rent. For the delivery of the quantity of goods intended by the customer (82 delivery barrels per year), the Supplier must provide a cycle turnover of 92 barrels, which is related to the circulation of delivery barrels and delivery nuances.

Terms of delivery – DAP (Incoterms 2020) Riga in compliance with the schedule below.

Year	Month / Quarter	Amount of odorant, kg	Packaging	Total amount of odorant per year, kg
2023	January	4 200 (28*)	Barrels 200 l	12 600 (84*)
	May	4 200 (28*)		
	October	4 200 (28*)		

* - amount of barrels.

NB!

The amount of odorant delivery may vary +/- 30%. The Contracting Entity is not obliged to purchase the entire quantity of odorant specified in the Purchase Contract and it is also entitled to demand the supply of a larger quantity of odorant.

Enclosed (documents required under Clause 3.2. of the Open Tender Regulations): _____

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

Signature: _____

Given name, surname: _____

Position: _____

Date: _____

FINANCIAL TENDER (FORM)

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

_____ EUR (_____ with words _____), exclusive of value added tax, including:

Year	Amount of odorant, kg	Number of barrels replaced, pcs.	Odorant price		Barrel rent costs		Transport expenses		TOTAL, EUR (excluding VAT)
			EUR/kg	Amount, EUR	EUR/kg	Amount, EUR	EUR/kg	Amount, EUR	
1	2	3	4	5=2*4	6	7=2*6	8	9=2*8	10=5+7+9
2023	12 600	84							

TOTAL OFFERED PRICE _____ with words _____ in EUR (excluding VAT).

The amount of odorant delivery may vary +/- 30%. The Contracting Entity is not obliged to purchase the entire quantity of odorant specified in the Purchase Contract and it is also entitled to demand the supply of a larger quantity of odorant.

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

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

The financial Tender covers all the costs required for the fulfilment of the procurement contract.

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

Signature: _____

Given name, surname: _____

Position: _____

Date: _____

TENDERER'S STATEMENT OF EXPERIENCE (FORM)

No.	Customer* (name)	Contract period (insert the beginning and ending: month/year) *	The subject matter of the contract (description of the subject matter, including the contract price without VAT)*	Customer's contact person (name, position, telephone number, e-mail) *, **
1.				
...				
...				
...				

* - all fields are mandatory;

** - the Committee has the right to contact the designated contact person for feedback or additional information.

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

Signature: _____

Given name, surname: _____

Position: _____

Date: _____