

Approved at the
sitting of the Procurement Commission of the
LLC (SIA) "Rīgas ūdens" on 23.11.2021
Minutes No. 1

REGULATIONS OF THE OPEN TENDER
"SUPPLY OF REAGENT - FLOCCULANT"
(identification No. RŪ-2021/204)

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1. Data on the Contracting Authority

- 1.1.** The Open Tender “Supply of Reagent - Flocculant”, procurement identification No. RŪ-2021/204 (hereinafter referred to as – the **Tender**) is organised by the LLC (SIA) “Rīgas ūdens” (hereinafter referred to as – the **Contracting Authority**).

Registered office and mail address: Zigfrīda Annas Meierovica Blvd 1, Riga, LV–1495

Reg. No.: 40103023035

Telephone: 67088555

E-mail address: office@rigasudens.lv

Home page: www.rigasudens.lv

Procurement section of the home page: <https://www.rigasudens.lv/lv/izsludinatie-iepirkumi> .

1.2. Contracting Authority’s contact person

The Contracting Authority’s contact person is Inga Frolova, Procurement Specialist of the Legal Department of the LLC (SIA) “Rīgas ūdens”, telephone +371 67032855, e-mail address: inga.frolova@rigasudens.lv.

2. General Information

2.1. Purpose of the Tender

Purpose of the Tender is to determine a supplier complying with the requirements of the Regulations of the Tender (hereinafter referred to as – the **Regulations**), which will ensure supply of reagent - flocculant (hereinafter referred to as – the **Product**).

2.2. Subject-matter of the Tender

2.2.1. Subject-matter of the Tender is supply of the Product, whose technical specification is included in Annex No. 2, in accordance with the provisions of the draft procurement contract (hereinafter referred to as – **the Contract, Annex No. 3**).

2.2.2. Volume of the supply shall be 15,000 kg (in 2 (two) separate deliveries in accordance with the orders).

2.2.3. Delivery term – not longer than 30 (thirty) days from the day of the separate order.

2.3. Announcement of the Tender

The Tender shall be announced by publishing a notification:

2.3.1. On the internet portal www.iepirkumi.lv;

2.3.2. In the procurement section of the Contracting Authority's home page (www.rigasudens.lv);

2.3.3. On the electronic procurement system www.eis.gov.lv.

2.3.4. In the European Union Official Journal <https://ted.europa.eu/>.

2.4. Entering Into the Contract

2.4.1. As a result of the Tender, the Contracting Authority will enter into the contract with the Tenderer, whose proposal will comply with the Contracting Authority's requirements and whose proposal will be the most economically advantageous one taking into account the assessment criteria stipulated in Annex No. 6.

2.4.2. The Draft Contract has been attached in **Annex No. 3** to the Regulations, and the provisions thereof are binding to the Tenderer, when preparing proposal for the Tender.

3. Exchange of Information

3.1. The text of the Regulations shall be published in the procurement section of the Contracting Authority’s home page (www.rigasudens.lv).

3.2. The interested supplier can submit a written application to the Contracting Authority with a request to explain the Regulations. Submission must be sent by e-mail to the contact person indicated in **Clause 1.2** of the Regulations or by post to the address indicated in **Clause 1.1** of the Regulations. The application should indicate the applicant’s details and position, name and surname of the person who signs the application.

3.3. If an interested supplier has requested additional information or asked a question regarding

the Regulations in a timely manner, the Procurement Commission (hereinafter referred to as – the **Commission**) shall provide answer within 5 (five) business days from the day of receipt of the inquiry or question, but not later than 6 (six) days before the deadline set for the submission of proposals.

- 3.4.** If the Contracting Authority provides additional information on the Regulations or has made amendments to the Regulations, it shall post this information on the internet, where the Regulations are available (see **Clause 3.1**).

4. Preparation and Submission of the Proposal

4.1. General provisions

- 4.1.1. The Tenderer shall be obliged to submit the proposal by **15 December 2021 at 11:00** by one of the following means:

4.1.1.1. By submitting the proposal in paper format at Zigfrīda Annas Meierovica Blvd 1, Building 3, Office 306, Riga, LV-1495, complying with the drawing up requirements indicated in **Clause 4.3.2** of the Regulations;

4.1.1.2. By sending the proposal electronically to the e-mail address tirgusizpete@rigasudens.lv, complying with the drawing up requirements indicated in **Clause 4.3.3** of the Regulations.

- 4.1.2. The Tenderer shall be allowed to submit one or several versions of the proposal (to offer several Products conforming to the technical specification indicated in Annex No. 1 to the Regulations).

4.2. Language of the Proposal

- 4.2.1. The Proposal must be submitted in Latvian and/or English. During the course of the Tender, correspondence between the Commission and the Tenderers shall take place in Latvian and/or English. The Tenderer may include in the proposal documents or descriptions in Latvian and/or English, but the documents documents that have been submitted in a different language must be accompanied by a duly certified translation into Latvian and/or English. The documents must be clearly legible to avoid any doubt and misunderstandings that refer to words and numbers. The documents may not contain any mistakes, insertions, corrections or supplements.

- 4.2.2. 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.

4.3. Drawing Up of the Proposal

- 4.3.1. The offer must be drawn up in accordance with the requirements of the Regulations.

- 4.3.2. Drawing up of the proposal, if the Proposal is submitted in paper format:

4.3.2.1. The Proposal must be submitted in a closed (glued) and sealed package (envelope) that contains the original counterpart and copies of the Proposal.

4.3.2.2. The offer is submitted in 2 (two) counterparts: 1 (one) original counterpart and 1 (one) copy in electronic format on an electronic data carrier, indicating on the counterparts “Original copy” or “Copy”, respectively, according to the content.

- 4.3.2.3. The following is indicated on the package (envelope):

*“LLC (SIA) “Rīgas ūdens”, Riga, Zigfrīda Annas Meierovica Blvd 1, Building 3, Office 306.
Proposal for the open tender
“Supply of Reagent - Flocculant”,
procurement identification No. RŪ-2021/204
Do not open before 15 December 2021 at 11:00 o’clock”.*

<Tenderer’s name, registration number, registered office and postal address, telephone number and e-mail address>”

4.3.2.4. The original counterpart of the offer must be bound, have numbered pages, must be signed and stamped, a table of contents must be included.

4.3.2.5. Copies of the documents included in the offer must be certified in accordance with

the procedures specified in laws and regulations.

4.3.3. Drawing up of the Proposal, if the Proposal is sent electronically:

4.3.3.1. The Proposal must be signed with secure electronic signature.

4.3.3.2. **The Proposal must be “blocked” with a password to prevent opening thereof by the deadline indicated in Clause 4.1.1 of the Regulations. The Tenderer shall be obliged to send a valid password for the opening of the “blocked” document to the e-mail address referred to in Clause 4.1.1.2 of the Regulations not later than within 15 (fifteen) minutes after the deadline set for opening of the Proposal.**

4.4. Procedure for submission of the offer

4.4.1. The Tenderer can submit the Proposal starting from the day of announcement of the Tender.

4.4.2. The Proposal shall be submitted by the Tenderer's representative in person or in any other manner that ensures submission of the Tenderer's Proposal for the Tender within the time limit set for the submission of proposals indicated in the Regulations.

4.4.3. The Contracting Authority is not responsible for early opening offers that have not been prepared in compliance with the requirements of the Regulations.

4.4.4. The received Tenderers' Proposals shall be registered indicating the date and time of submission thereof.

4.5. Procedure for Revocation or Amendment of the Submitted Proposals

4.5.1. The Proposal may be amended or revoked upon a written notice before the expiry of the time limit set for the submission of proposals indicated in the Regulations. Revocation shall exclude any further participation in the Tender.

4.5.2. The Proposal may not be amended after the expiry of the time limit set for the submission thereof. The Tenderers will not be allowed to make any changes to the prices of the submitted proposals after the he expiry of the time limit set for the submission thereof.

4.5.3. The proposals submitted for the Tender shall be the Contracting Authority's property, and they shall not be returned to the Tenderers.

5. Provisions for the Exclusion of Tenderers

The Tenderer shall be excluded from participation in the Tender in the cases stipulated in Section 48, Paragraph One of the Law on the Procurements of Public Service Providers (hereinafter referred to as – **LPPSP**). Cases of exclusion of the Tenderers shall be verified in accordance with the procedures stipulated in Section 48 of the LPPSP.

6. Documents to be Included in the Proposal

6.1. Application for participation in the Tender in accordance with the template attached in **Annex No. 2**.

6.2. Power of Attorney, if the Proposal is signed by a Tenderer's authorised person other than the Tenderer's legal representative (signatory). Documents attesting authorisation, if the tender is submitted by an association of suppliers and the tender is not signed by all the member of the association, but the authorised representative thereof.

6.3. The Tenderer's qualification documents, which must be submitted in accordance with **Clause 7** of the Regulations.

6.4. Technical and financial proposal prepared in accordance with **Clause 8** of the Regulations.

6.5. Statements and other documents issued by the competent authorities of Latvia in the cases stipulated in the LPPSP 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.

7. Qualification Requirements of the Tenderers and Documents to be Submitted

The Tenderers must comply with the following qualification requirements with regard to the compliance of the Tenderers for the professional activity, as well as the technical and professional capabilities, and the following documents must be submitted:

No.	Qualification Requirements	Documents to be Submitted
7.1	<p>The Tenderer (including member of an association of suppliers, general partnership, person whose capabilities the Tenderer relies on) is registered with the Register of Enterprises or equal register in the cases stipulated in foreign regulatory enactments and in accordance with the procedure stipulated in the regulatory enactments – the Tenderer has legal capacity and ability to act.</p>	<p>Regarding the Tenderers registered in the Republic of Latvia, the Contracting Authority shall obtain information on whether a Tenderer is registered according to the requirements of the regulatory enactments from public databases.</p> <p>A foreign Tenderer shall submit a document issued by a competent relevant foreign authority attesting that the Tenderer is registered according to the requirements of the regulatory enactments of the relevant country.</p> <p>Note: If the Proposal is submitted by a Tenderer, which is an association of suppliers, the Tenderer, if awarded a contract, 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 Procurement Contract. The Partnership Contract must contain share and type of responsibility of each member of the association of suppliers in the execution of the Procurement Contract, which may be determined as a divided or undivided obligation having regard to the fact that solitaire responsibility must be undertaken by those members of the association of suppliers, whose economic and financial capabilities the supplier relies on and / or which will undertake financial responsibility for the execution of the contract.</p>
7.2	<p>The Tenderer's official, who has signed the documents of the Proposal, shall have the signatory (representation) power.</p> <p>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).</p>	<p>The Contracting Authority shall verify in public databases on whether the Tenderer's official, who has signed the documents of the Proposal, has the signatory (representation) power.</p> <p>Foreign Tenderers shall be obliged to submit a document issued by a competent authority of the relevant country, which attests that the Tenderer's official, who has signed the documents of the Proposal or signed a power of attorney to sign the documents of the Proposal, has the signatory (representation) power, if the relevant country has such a competent authority, which submits the relevant documents.</p> <p>If the documents of the Proposal are signed by a person without the signatory</p>

No.	Qualification Requirements	Documents to be Submitted
		(representation) power, the Tenderer shall be obliged to submit an authorisation issued by the person with the signatory power to another person to sign the documents of the Proposal.
7.3	The Tenderer shall be the manufacturer of the offered Product or an authorised representative of the manufacturer.	A power of attorney, contract or other document issued by the manufacturer of the Product offered by the Tenderer, attesting that the Tenderer is entitled to distribute the manufacturer's products, unless the Tenderer itself is the manufacturer.
7.4	During the previous 3 (three) years (the referred to period is to be counted from the last day of the time limit set for the submission of the tender), the Tenderer has performed a supply of Products equal to the subject-matter of the procurement (substance intended for water treatment with reagent-acrylamide copolymer with cation-active acrylic acid derivative will be considered as equal) in the amount of not less than 5,000 kilograms in a year.	Completed and signed list of the Tenderer's experience in accordance with the template attached in Annex No. 3 of the Regulations. The aforementioned template must indicate the information, which allows for verification of compliance with the requirements of Clause 7.4 of the Regulations.

7.5. 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.

8. Technical and Financial Proposal

8.1. The documents of the Technical and Financial Proposal must be submitted for each offer version separately (if the Tenderer submits versions of the Proposal).

8.2. Technical and Financial Proposal, prepared in accordance with the template attached in **Annex No. 2** of the Regulations.

8.3. 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.

8.4. Upon drafting the Technical and Financial Proposal, the Tenderer must take into consideration that:

8.4.1. The unit price of the Product must include all the costs related to its delivery to the place of delivery: water station "Daugava", Riga, Bauskas Street 209, in accordance with *Incoterms 2010 DDP*;

8.4.2. Unloading of the Product shall be ensured by the Contracting Authority;

8.4.3. The prices must be indicated in EUR excluding value added tax (VAT).

9. Opening of Proposals

9.1. The proposals will be opened on **15 December 2021 at 11:00** in Riga, Zigfrīda Annas Meierovica Blvd 1, Building 3, Small Hall (Room 313).

9.2. Representatives of the Tenderers shall be allowed to participate in the meeting of the opening of the Tender proposals.

9.3. Envelopes of the proposals and electronically received proposals shall be opened in the sequence of receipt.

9.4. The price of each offer indicated in the Tenderer's Financial Offer is named.

9.5. The prices of the Tenderers' offers, as well as all the information mentioned in the offer

opening meeting are recorded in the minutes of the offer opening meeting.

- 9.6.** After the opening of all the proposals, the meeting shall be closed, and further assessment of the proposals shall be performed by the Commission in closed meetings (sittings).
- 9.7.** If a Tenderer demands so, within 5 (five) business days after receipt of the demand, the Procurement Commission shall issue an excerpt of the Minutes of Meeting of the Opening of the Tender Proposals.

10. Assessment of Tenderers and Proposals

10.1. Assessment of Drawing Up of Proposals

Initially, verification of the drawing up of the Proposal shall be performed in accordance with the requirements of the Tender Regulations. If drawing up of the proposal contains significant non-compliances with the requirements of the Regulations, the Commission may decide on further non-examination of the tender, provided that non-compliance of the tenderer with the requirements is so significant that it affects assessment of the proposal.

10.2. Verification of the eligibility and qualification of the Tenderers

- 10.2.1.** After the verification of drawing up of the proposal, the Commission shall examine compliance of the selection documents submitted by the Tenderers with the requirements of **Sections 6 and 7** of the Regulations.
- 10.2.2.** If the Tenderer has not submitted all the necessary selection documents or if inaccuracies or discrepancies are found in the submitted selection documents, or the Commission has doubts about the legal validity of the document, the Commission may ask the Tenderer to supplement the selection documents or provide an appropriate explanation, or to exclude the Tenderer from further participation in the Tender.

10.3. Assessment of the Proposals

- 10.3.1.** After the selection of the Tenderers, the Commission shall assess the compliance of the Tenderers' Technical Offers with the requirements of the Tender Regulations. Only offers that fully comply with the Technical Specification will be recognised as eligible.
- 10.3.2.** After the selection of the Tenderers, the Commission shall invite the Tenderers in writing to delivery Product samples in the amount of 1.0 kg (one kilogram) for the performance of laboratory and technological tests. Costs related to the quantity of the Product necessary for the performance of tests shall be covered by the Tenderer. Address for the delivery of Product samples: Water station "Daugava", Bauskas Street 209, Riga, LV-1076, Latvia.
- 10.3.3.** The Contracting Authority will perform a laboratory and technological test of the Products in accordance with the procedure stipulated in **Annex No. 5**.
- 10.3.4.** The parameters obtained as a result of laboratory and technological tests of reagents shall be entered in the Proposal Assessment System (in accordance with **Annex No. 6**), and the Commission shall determine score of all the qualified Tenderers.
- 10.3.5.** From all the proposals complying with the requirements, the Commission will choose the economically most advantageous one, i.e. the proposal with the highest score.
- 10.3.6.** The Commission shall perform the verification regarding the cases of exclusion of the Tenderers referred to in Section 48, Paragraph One of the LPPSP with regard to each of the tenderers, which would be awarded the contracts. Having regard to Section 48, Paragraph One of the LPPSP, the cases of exclusion will be verified in accordance with the procedure stipulated in Section 48 of the LPPSP.

11. Operation of the Commission, Rights and Duties of the Contracting Authority

11.1. Operation of the Commission

- 11.1.1.** The Contracting Authority shall set up a Commission for the performance of the procurement (organisation of the Tender).
- 11.1.2.** The Commission meetings are chaired by the Chairperson of the Commission.
- 11.1.3.** The Commission shall develop the Tender Regulations, provide additional information on the Regulations and evaluate the Tenderers' proposals.

- 11.1.4. The Commission shall be legally eligible to make decisions, if at least half of the members thereof is present in the sitting.
- 11.1.5. The Commission shall deal with all the matters related to the process of the Tender and its organisation.
- 11.1.6. In addition to other rights specified in the Regulations, the Commission may:
- 11.1.6.1. request from the Tenderers to clarify the proposal information if it is necessary to verify the drawing up of the proposal, select the Tenderers, verify compliance of the proposal, as well as to evaluate the proposals.
 - 11.1.6.2. invite specialists or experts with advisory rights to participate in the Commission work. The experts or specialists provide their opinion to the Commission in writing and it is added to the meeting minutes;
 - 11.1.6.3. take a decision regarding the exclusion of the Tenderer from further participation in the Tender, if the Tenderer has not submitted documents in accordance with the Regulations or the documents of proposal do not comply with the requirements specified in the Regulations;
 - 11.1.6.4. after consultations with the Tenderer, to establish that an unreasonably cheap proposal has been submitted;
 - 11.1.6.5. make corrections in the Tenderers' proposals, if arithmetical errors have been established in them;
 - 11.1.6.6. provide answers to the questions of interested suppliers regarding the Regulations;
 - 11.1.6.7. verify the necessary information at a competent institution, public databases or other public sources;
 - 11.1.6.8. if the Commission has any doubts regarding the authenticity of the submitted copy of a document, to request the Tenderer to present the original copy of the document.
- 11.1.7. The Commission shall submit the results of the Tender for the approval of the Contracting Authority's board.

11.2. Rights and Duties of the Contracting Authority

- 11.2.1. To decide to enter into a Contract or to terminate the Tender without selecting any Proposal.
- 11.2.2. To discontinue the Tender at any time, if objective grounds for this exist.
- 11.2.3. To reject an offer if it is established that an unreasonably cheap offer has been submitted.
- 11.2.4. If the selected Tenderer refuses to enter into the Contract, the Contracting Authority may decide to enter into the Contract with the Tenderer whose proposal complies with the requirements of the Regulations and which has offered the next lowest price or to discontinue the Tender without selecting any Proposal.
- 11.2.5. To decide on the winner of the Tender, if only 1 (one) Tenderer participates therein and its proposal complies with the Regulations, or to discontinue the Tender.
- 11.2.6. The Contract may be entered into only after confirmation of the Tender results Contracting Authority's Board.
- 11.2.7. From the moment of submission of the proposals until their opening, the Contracting Authority shall not disclose the list of the Tenderers. Data on the proposal assessment process shall not be disclosed until the moment of announcement of the Tender results.
- 11.2.8. The content of the submitted proposals and other material content shall not be disclosed, except in cases stipulated in the regulatory enactments.

12. Rights and Duties of the Tenderers

12.1. Rights of the Tenderers

Participation in the Open Procedure is an expression of the Tenderer's free will. By submitting a proposal, each Tenderer shall undertake to comply with all the conditions of the Regulations and the regulatory enactments as a basis for the execution of the order.

12.2. Duties of the Tenderers

- 12.2.1. The Tenderer shall be fully responsible for compliance of the submitted proposal with the Contracting Authority's requirements included in the Regulations.
- 12.2.2. The Tenderers of the Tender shall be responsible for truthfulness of the submitted data. If

verification of the aforementioned data will lead to conclusion that the data submitted by the Tenderer are false, the Tenderer will be excluded from further participation in the Tender.

- 12.2.3. Any attempt by the Tenderer to influence the Contracting Authority or its representative in the process of examination, clarification and assessment of the proposals, as well as during the decision-making and signing of the Contract, will lead to the rejection of the Tenderer's proposal.

13. Procedure for the Entering Into the Contract

- 13.1.** The decision shall be announced to the Tenderers in writing within 3 (three) business days as of the day of making of the Contracting Authority's decision on the Tender results.
- 13.2.** If a group of persons is recognised as the winner of the Tender, within 10 (ten) business days after receipt of the respective notification from the Contracting Authority, this group shall be obliged to establish a general partnership and register it in compliance with the procedure specified in law.
- 13.3.** The winner of the Tender shall be obliged to sign the Contract at the first invitation of the Contracting Authority.
- 13.4.** If the winner of the Tender fails to sign the Contract in accordance with the procedure stipulated in **Clause 13.3** of the Regulations, the Contracting Authority shall be entitled to consider that the winner of the Tender has refused to enter into the Contract and to review results of the Tender accordingly, and to enter into the Contract with the Tenderer whose proposal complies with the requirements of the Regulations and which has offered the next lowest price or to discontinue the Tender without selecting any Proposal.

**Application for Participation in the Open Tender
“Supply of Reagent - Flocculant”,
procurement identification No. RŪ-2021/204**

<Date> <Month> 2021

1. By submitting this application, <Tenderer’s name, registration number and registered office> (hereinafter referred to as – the Tenderer), applies for participation in the Open Tender “Supply of Reagent - Flocculant”, identification No. RŪ-2021/204 (hereinafter referred to as – the Open Tender), organized by the LLC (SIA) “Rīgas ūdens”.
2. We offer supplying the reagent - flocculant (hereinafter referred to as – the Product) conforming to the requirements indicated in the Regulations of the Open Tender to the LLC (SIA) “Rīgas ūdens” in accordance with the procedure stipulated in the Regulations of the Open Tender.
3. We certify that:
 - 3.1 In case, if our proposal will be accepted, we will be able to ensure supply of the reagent - flocculant within <Number of days not exceeding 30 (thirty) days> (<Number of days in figures>) days counting from the day of each separate order;
 - 3.2 All the documentation that has been submitted together with this application is true and can be verified at the respective authorities;
 - 3.3 <Tenderer’s name and registration number> is not subject to the conditions of exclusion specified in Section 48, Paragraph One of the Law on the Procurements of Public Service Providers;
 - 3.4 We have familiarised ourselves with the information necessary for the preparation of the proposal for the Open Tender and for the purchase of the Product specified in the Regulations of the Open Tender;
 - 3.5 Requirements and conditions of the Regulations of the Open Tender are clear and understandable;
 - 3.6 We are aware of the specific character and volume of the product specified in the provisions of the Regulations of the Open Tender;
 - 3.7 We have relevant resources required for the product specified in the provisions of the Regulations of the Open Tender within the time limit and in the volume specified in the provisions of the Regulations of the Open Tender at our disposal.
4. The Tenderer’s contact person: <Contact's name, surname, position, phone number, e-mail address>.

<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>

<Date, place>

Note: The Tenderer’s details may be indicated on the Tenderer’s form.

Technical Specification, Template of the Technical and Financial Proposal

No.	Technical Specification (requirements)		Offer
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/m ³	<...>
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 and volume of packaging:	25 kg bags	<...>
13	Volume of the order:	15,000 kg (volume will be split into two separate deliveries of 7,500 kg each)	<...>
14	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	<...>
15	Formation of flakes during the water treatment process:	In 10 minutes, the area must be medium transparent, in 30 minutes – transparent	<...>
16	Formation of flakes during the sludge processing:	Properties of flakes – floating flakes are not transparent throughout the entire process	<...>
Product Price per 1 kg (EUR, excluding VAT):			<...>

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

<Signature>

<Date, place>

Information on the Tenderer's Experience

Information on the orders performed by the Tenderer supplying Products equal to the subject-matter (in accordance with **Section 7.4** of the Regulations of the Open Tender “Supply of Reagent - Flocculant”, identification No. RŪ-2021/204) during the previous 3 (three) years:

No.	Contact information of the Contracting authority	Name of the chemical reagent	Order volume in tons per year	Supply year
1	<...>	<...>	<...>	<...>
2	<...>	<...>	<...>	<...>
3	<...>	<...>	<...>	<...>

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

<Signature>

<Date, place>

Draft Contract

Contract No. _____
for the Supply of Flocculant
 (procurement identification No. RŪ-2021/204)

Rīga _____ 2021

The LLC (SIA) “Rīgas ūdens”, reg. No. **40103023035**, represented by its _____, acting on the basis of the decision of the Board of the LLC (SIA) “Rīgas ūdens” of _____ 2021 (Minutes No. _____), hereinafter referred to as – the “Purchaser”, on the one part,
 and

_____, reg. No. _____, represented by its _____, acting on the basis of _____, hereinafter referred to as – the “Contractor”, on the other part,
 hereinafter both jointly referred to as – the “Parties”, individually – the “Party”, shall enter into this contract, hereinafter referred to as – the “Contract”, on the following:

I Terms Used in the Contract

- 1.1. Products – Flocculant _____.
- 1.2. Purchase Price – amount paid by the Purchaser to the Supplier for the Products in compliance with the procedure 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. Supply – transfer of the Products to the Purchaser in compliance with provisions of DDP (*Incoterms 2010*) at the address Bauskas Street 209, Riga, Latvia, and unloading at the place specified by the Contracting Authority.
- 1.4. Order – the Purchaser’s order for the respective batch of Products (sent via e-mail). The Purchaser’s representative shall indicate the name, quantity, delivery address and Supply Term in the Order.
- 1.5. Supporting Document – a document signed by the Parties’ authorised persons to confirm supply of the Products. The Supporting Document must contain the following information:
 - 1.5.1. Contract number and date;
 - 1.5.2. the name, quantity and price of the Products to be transferred;
 - 1.5.3. Place and time of signing the Supporting Document;
 - 1.5.4. Information specified in Section 125 of the Value Added Tax Law.
- 1.6. Validity Term – period specified in the Contract when the Product must maintain all features and when the Supplier replaces the Product by equivalent products in cases and in compliance with the procedure 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 procedure stipulated in the Contract.
- 2.2. The Purchaser shall undertake to pay the Purchase Price for the Products in compliance with the procedure stipulated in the Contract.
- 2.3. The Supplier shall undertake to provide information on the course of supply of the Goods at the first Purchaser's request.
- 2.4. By entering into the Contract, the Parties confirm 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 business that they perform presently, they are entitled to be the owner of their property and assets, they have performed all requirements in laws and regulations 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 Terms of Delivery and Product Quality Certifications

- 3.1. The Supplier shall deliver the respective batch of Products in compliance with the provisions of the Contract, on the basis of the Purchaser's Orders, within the term specified in the Order, however, not longer than within 30 (thirty) days as of the day of the Order. The Products will be delivered in 25 kg bags.
- 3.2. 15,000 kg (fifteen thousand kilograms) of the Product shall be delivered in accordance with the Orders within the framework of the Contract. 2 (two) Orders, 7500 kg (seven thousand five hundred kilograms) of the Product in each, will be performed within the framework of the Contract.
- 3.3. The Supplier shall deliver the Products in undamaged packaging and in a condition suitable for immediate use.
- 3.4. The Supplier shall represent and warrant that the Products are his property, have not been alienated, pledged, encumbered, no prohibitions have been established over the Products, and they have not been disputed.
- 3.5. The Supplier shall warrant that the Products are new, unused and have been stored in suitable conditions, with the care of an honest and careful manager, until delivery to the Purchaser.
- 3.6. The Parties shall establish the fact of Supply by signing a Supporting Document in compliance with the procedure determined in the Contract.
- 3.7. The Parties shall agree that all the risks applicable to the Products shall transfer to the Purchaser after signing of the Supporting Document.
- 3.8. The Supplier shall warrant that the Products are certified for use in the territory of the European Union and the Republic of Latvia and their operation in accordance with their task and operating regulations 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 representative for signing, along with the chemical substance and chemical product safety sheet.
- 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 the 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 compliance thereof with 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 shall agree that the Purchase Price is EUR ____ (_____) excluding value added tax (VAT). VAT shall be applied in compliance with the procedure determined in laws and regulations of the Republic of Latvia.
- 5.2. The Purchaser shall make payment of the Purchase Price for the relevant Order within 30 (thirty) 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 interpreted in accordance with regulatory enactments effective in the Republic of Latvia.
- 6.2. All disputes and disagreements that result from this Contract and/or relates to it or its violation, termination or invalidity will be solved by the Parties in negotiations. If the Parties have not reached a solution within 15 (fifteen) days after receiving the invitation to start negotiations, the dispute shall be finally solved at court in compliance with the procedure determined in laws and regulations of the Republic of Latvia.
- 6.3. In case, if the Supplier delays the Supply Term of batch of the Products stipulated in the Contract, it shall pay the Purchaser contractual penalty in the amount of 0.1 (one tenth) % of the Purchase Price of the relevant Order for each day of delay. The Purchaser shall be entitled to withhold the amount of the contractual penalty from the payments due to the Supplier in accordance with the Contract.

VII Validity Term

- 7.1. The Parties agree that the Product Validity Term is 12 (twelve) months.
- 7.2. Upon establishing the non-conformity of the Products to the Contract, damage, hidden deficiencies or non-compliance with the quality, the Purchaser shall draw up a request within 5 (five) days.
- 7.3. The Supplier shall fulfil the obligations of the Validity Term not later than within 10 (ten) days from the date of receipt of the Purchaser's request.
- 7.4. On the basis of the Purchaser's request, the Supplier shall replace the Products for equivalent ones at its own expense and using its own labour force.
- 7.5. In case, if the Supplier delays fulfilment the obligations of the Validity Term, it shall pay the Purchaser contractual penalty in the amount of 0.1 (one tenth) % of the Purchase Price of the relevant Order for each day of delay. The Purchaser shall be entitled to withhold the amount of the contractual penalty from the payments due to the Supplier in accordance with the Contract.
- 7.6. Payment of the contractual penalty does not release the Supplier from settlement of the liabilities.
- 7.7. 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 signing thereof and remain effective until the moment of complete fulfilment of the obligations of the Parties stipulated therein.
- 8.2. In case the Supplier delays the Delivery Term by more than 15 (fifteen) days, the Purchaser shall be entitled to unilaterally withdraw from 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 Customer may unilaterally withdraw from the Contract if the Contract cannot be performed as the Provider is subject to international or national sanctions or sanctions that considerably affect interests of financial and capital markets of member countries of the European Union or North Atlantic Alliance provided for by the law on international 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.

X Other Provisions

- 10.1. The Parties shall undertake to warn each other about changes to their requisite details, mail or registered addresses, at least 15 (fifteen) days in advance.
- 10.2. The Parties agree that they shall not be entitled to assign or otherwise transfer any rights or obligations specified in this Contract to third parties without the other Party's prior written consent.
- 10.3. Information contained in this Contract or obtained by the Parties in relation to this Contract (regarding prices, warranties and such), is to be considered as business secret, and it may be disclosed to other person 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.
- 10.4. 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.
- 10.5. The Purchaser's contact in the execution of the Contract, authorised to prepare the Orders and inquiries, as well as to accept the Products by signing Supporting Documents, shall be _____.
- 10.6. The Supplier's contact in the execution of the Contract shall be _____.
- 10.7. The Contract has been prepared in 2 (two) counterparts on 4 (four) pages, and each of the Parties shall keep one counterpart.

XI Details of the Parties

Procedure for performing 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 processing.

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 processing area

Dissolution of the flocculant is provided for.

Laboratory equipment and chemical reagents:

- analytic scales
- electromagnetic mixer
- electric mixer (Flocculatorer 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-EI/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 additional 5 min;
- Monitor the process and mark formation of flakes in the table after 10 min and 30 min;
- Stop mixing after 30 min and measure: turbidity, aluminium remnants, pH, colourfulness, alkalinity;
- Enter the obtained results in the Table No. 1 (see Annex No. 7).

Obtained results shall be displayed in the Table No. 1 (see Annex No. 7) indicating the following data:

- 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;
- Enter the obtained results in the Table No. 2 (see Annex No. 7).

Obtained results shall be displayed in the Table No. 2 (see Annex No. 7) indicating the following data:

- 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.

Assessment of Results

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

No.	Assessment 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 (see Annex No. 7).	20
B	Price of flocculant for the quantity of flocculant, which is required for the determined mandatory efficiency indicators in accordance with the Table No. 2 (see Annex No. 7).	80
Total:		100

Procedure for calculating the value of criteria:

No.	Assessment Criterion	Max points	Calculation of points C_{low} – the lowest offer price; $C_{vert.}$ – the price of the evaluated offer
A	(C1) 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 (see Annex No. 7).	20	$C1 = (C1_{low} : C1_{eval.}) \times 20$
B	(C2) Price of flocculant for the quantity of flocculant, which is required for the determined mandatory efficiency indicators in accordance with the Table No. 2 (see Annex No. 7).	80	$C2 = (C2_{low} : C2_{eval.}) \times 80$
Total:		100	

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

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
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>	<i>8</i>	<i>9</i>	<i>10</i>
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 into account 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 _____

Testing table
Sludge processing

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
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>
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 into account 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 _____