

OPEN TENDER

**SUPPLY OF THE HIGH-PRESSURE WATER-SUPPLY SYSTEM
RINSING INSTALLATION**

(identification No. RŪ-2022/110)

REGULATIONS

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1. Customer data

1.1. Open tender “Supply of the high-pressure water-supply system rinsing installation”, procurement identification No. RŪ-2022/110 (hereinafter the **Tender) organised by SIA “Rīgas ūdens” (hereinafter the **Customer**).**

Legal and mailing address: Zigfrida Annas Meierovica Boulevard 1, Riga, LV-1495.

Reg. No.: 40103023035

Phone: 67088555

E-mail: office@rigasudens.lv

Homepage: www.rigasudens.lv

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

1.2. Customer’s contact

Customer’s contact is the procurement specialist of the Legal Department of SIA “Rīgas ūdens”, Arnis Kalekaurs /*Arnis Kalekaurs*/, phone 67088428, email address: Arnis.Kalekaurs@rigasudens.lv.

2. General Information

2.1. Purpose of the Tender

The purpose of this Tender is to determine a provider that meets the requirements of these regulations (hereinafter the Regulations) who will supply the high-pressure water-supply system rinsing installations (hereinafter the Goods) according to the Customer’s instruction.

2.2. Scope of the Tender

2.2.1. The scope of the Tender includes supply of the Goods whose technical specification is subject to **Annex 2 of the Regulations**, including training of the Customer’s employees, guarantee service and maintenance of the Goods during the guarantee period determined by the manufacturer of the relevant Goods and in accordance with the provisions of the draft procurement contract (hereinafter **the Contract, Annex 4 to the Regulations**).

2.2.2. The time of delivery depends on the candidate’s (hereinafter the Candidate) offer, but not longer than 120 (one hundred twenty) days after the day of coming of the Contract into effect.

2.3. Tender Announcement

The Tender is announced, by placing an announcement:

2.3.1. In the Internet at www.iepirkumi.lv;

2.3.2. In the procurement section at the Customer’s home page (www.rigasudens.lv);

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

2.4. Entering into the Contract

2.4.1. As a result of the Tender, the Customer enters into the Contract with the Candidate whose offer meets the Customer’s requirements and stipulates the lowest price.

2.4.2. The draft Contract is attached to the Regulations as Annex No. 4, and its provisions are binding over the Candidate, when preparing an offer for the Tender.

3. Exchange of information

3.1. The text of the Regulations is published in the procurement section at the Customer’s home page (www.rigasudens.lv).

3.2. An interested supplier may submit to the Customer a written request for explanations with regard to the Regulations. The request is to be sent to a contact person stipulated in **clause 1.2** of the Regulations by email or mail to the address stipulated in **clause 1.1** of the Regulations. The application is to contain applicant’s details and position, name and surname of a signatory of the application.

3.3. If the interested supplier has requested additional information in a timely manner or asked a question about the Regulations, the procurement commission (hereinafter the **Commission**) provides its answer within 5 (five) business days starting with the day of receipt of the request or question, but

not later than 6 (six) days before the end of the period for filing offers.

- 3.4. If the Customer provides additional information about the Regulations or amends the Regulations, it will publish this information in the Internet where the Regulations are available (see clause 3.1).**

4. Preparation and submission of an offer

4.1. General Provisions

- 4.1.1. The candidate is to file an offer for the Tender by 14 June 2022 11:00 AM, by using one of the following methods:**

4.1.1.1. by filing the offer in hard copy at Zigfrida Annas Meierovica Boulevard 1, building 3, office 306, Riga, LV-1495, by complying with the requirements to the preparation subject to **clause 4.3.2** of the Regulations;

4.1.1.2. by sending the offer electronically to email tirgusizpete@rigasudens.lv, complying with the requirements to the preparation subject to **clause 4.3.3** of the Regulations.

- 4.1.2. The Candidate may file only one version of its offer.

4.2. Language of the offer

- 4.2.1. The offer is to be submitted in the Latvian language. In the course of the Tender, the correspondence between the Commission and Candidate will be in the Latvian language. The Candidate may include in the offer documents or descriptions in the Latvian language, however, documents submitted in another language are to be accompanied with a duly certified translation into the Latvian language. Documents are to be legible to avoid any doubts and misunderstandings with regard to names and numbers. There should not be any mistakes, inserts, corrections or additions.

- 4.2.2. The certified translation is to contain a mark "TRUE TRANSLATION", Candidate's representative's signature and print name, place and date of the certification.

4.3. Execution of the offer

- 4.3.1. The offer is to be executed in accordance with the requirements of the Regulations.

- 4.3.2. An offer in hard copy is to be executed as follows:

4.3.2.1. The offer is to be filed in a closed and sealed package (envelope), whereto an original document and copies of the offer are placed.

4.3.2.2. The offer is to be filed in 2 (two) copies: 1 (one) original document in hard copy and 1 (one) copy in an electronic format on electronic media.

4.3.2.3. The following is to be printed on the package (envelope):

"SIA "Rīgas ūdens", Zigfrīda Annas Meierovica Boulevard 1, building 3, office 306, Riga, LV-1495

Offer for an open tender

*Supply of the high-pressure water-supply system rinsing installation,
procurement identification No. RŪ-2022/110*

Not to open before 14 June 2022, 11:00 AM.

<Candidate's name, registration number, legal and mailing address, phone number and email> "

4.3.2.4. The sheets of the original offer are to be bound, numbered, signed and sealed with a table of content added.

4.3.2.5. Copies of documents included in the offer are to be certified in accordance with the procedures provided for in the regulations.

- 4.3.3. An offer in electronic format is to be executed as follows:

4.3.3.1. The document is to contain a secure digital signature.

4.3.3.2. The offer is to be "blocked" with a password so that it cannot be opened before the deadline stipulated in clause 4.1.1 of the Regulations. Not later than 15 (fifteen) minutes after the deadline for opening the offer, the Candidate is to send a valid password for opening a "blocked" document to the email address stipulated in clause 4.1.1.2 of the Regulations.

4.4. Procedure for filing the offer

- 4.4.1. A Candidate may file the offer on the day of announcement of the Tender.
- 4.4.2. **The Offer is to be delivered by a Candidate's representative in person or so that to ensure submission of a Candidate's offer before the deadline for filing offers stipulated in the Regulations.**
- 4.4.3. The Customer will not be responsible for early opening of such offers that do not meet requirements of the Regulations relating to the execution.
- 4.4.4. Received Candidates' offers are registered, stipulating the date and time of submission.

4.5. Procedure for withdrawal or amendment of filed offers

- 4.5.1. An offer can be amended or withdrawn, after having notified thereof in writing before the deadline for submission of offers defined in the Regulations. The withdrawal excludes further participation in the Tender.
- 4.5.2. The offer may not be amended after the deadline. Changes in prices contained in the offer after the deadline for submission of offers are not permissible.
- 4.5.3. The Customer retains offers submitted to the Tender, and those will not be returned to the Candidate.

5. Provisions for Excluding Candidates

A Candidate is excluded from the participation in the Tender in the cases provided for by part one article 48 of the Procurement of Public Service Providers Law (hereinafter the **SPSIL**). Cases of exclusion of Candidates are verified in accordance with the procedure provided for by article 48 of the SPSIL.

6. Documents included in the offer

- 6.1. **An application for participation in the Tender in a form attached to Annex No. 1 to the Regulations to be signed by a Candidate's signatory or its authorised person.**
- 6.2. A power of attorney, if the offer is signed by a Candidate's authorised person, not being a Candidate's legal representative (signatory). A document, certifying the power of attorney, if the Offer is submitted by a supplier union, and the offer is signed not by all members of the supplier union, but by a suppliers' authorised representative.
- 6.3. Candidate's qualification documents in accordance with **para. 7** of the Regulations.
- 6.4. A technical offer prepared in accordance with **para. 8** of the Regulations.
- 6.5. A financial offer prepared in accordance with **para. 9** of the Regulations.
- 6.6. References and other documents to be issued by the Latvian competent institutions in cases provided for by the Law, will be accepted and recognized by the Customer if those are issued not earlier than 1 (one) month before the day of submission, and in case of foreign competent institutions, references and other documents will be accepted and recognized by the Customer if those are issued not earlier than 6 (six) months prior to the day of submission unless an issuer of a reference or document stipulates a shorter validity period.

7. Qualification Requirements to Candidates and Documents to be filed

The Candidate is to correspond to the following qualification requirements to the Candidate in terms of the Candidate's suitability for the performance of professional activities, and is to submit the following documents:

No. item	Qualification requirements	Documents to be submitted
7.1.	The Candidate (including a supplier, union member, partnership, person that supports the Candidate) is registered in the Register of Enterprises or a similar register in cases provided for by foreign regulations and in accordance with the procedure provided for by foreign	The Customer will obtain information from publicly available databases, verifying whether a Candidate is registered in accordance with the statutory requirements in relation to Candidates registered in the Republic of Latvia. A foreign candidate is to confirm registration in accordance with the relevant governmental regulations (e.g. by submitting a document

No. item	Qualification requirements	Documents to be submitted
	<p>regulations – the Candidate is in good standing.</p>	<p>issued by a relevant competent governmental body or stipulating a website of a publicly available register where the Customer may be satisfied that the candidate is registered and submitting translation of the information on the fact of candidate's registration).</p> <p>Note: If the Application is submitted by the Candidate, being a supplier union, given that the Candidate is granted a right to enter into the procurement contract, it must, at its discretion, either register its relevant legal status or enter into a partnership agreement before entering into the procurement contract. The partnership agreement is to define the contribution of each member and form of participation in the procurement contract that may provide for either joint or several liability.</p>
7.2.	<p>A Candidate's official, being a signatory of the Offer documents, has a right to sign (represent).</p> <p>The requirement also applicable to a partnership and all members of the partnership (if the Offer is submitted by a partnership) or all members of a supplier union (if the Offer is submitted by a supplier union) as well as persons on whose capabilities the provider relies.</p>	<p>The Customer will make sure that a Candidate's official, being a signatory of the Offer documents, has a right to sign (represent).</p> <p>A foreign Candidate is to confirm authorities to sign (represent) of its officers that sign the Offer documents or issue a power of attorney for signature of the Offer documents in accordance with the relevant governmental regulations (e.g. by submitting a document issued by a relevant competent governmental body or stipulating a website of a publicly available register where the Customer may be satisfied that Candidate's officers are authorised to sign (represent) and submitting translation of the information on the candidate's officer's right to sign (represent)).</p> <p>If the Offer documents are signed by a person not authorised to sign (represent), the Candidate is to submit a power of attorney issued by its authorised signatory, granting a right to sign the Offer documents to another person.</p>
7.3.	<p>The manufacturer of the Goods authorised the Candidate to supply and ensure guarantee maintenance of the Goods/</p>	<p>A power of attorney, agreement or another document issued by the manufacturer of the offered Goods to confirm that the Candidate may sell the manufacturer's production and undertake guarantee liabilities.</p>
7.4.	<p>Over the previous 5 (five) years (before the deadline for submission of offers), the Candidate has supplied a similar high-pressure water-supply system rinsing installation to at least</p>	<p>Filled-out and signed Candidate's experience list in a form attached to the Regulations as Annex No. 5. The above form is to stipulate information, confirming that requirements of</p>

No. item	Qualification requirements	Documents to be submitted
	1 (one) customer.	para. 7.4 of the Regulations have been fulfilled.

8. TECHNICAL OFFER

8.1. A technical offer prepared in a form attached to the Regulations as **Annex 2**.

8.2. The following documents are to be attached to the technical offer:

- 8.2.1. Documents issued by the manufacturer of the Goods or their copies or other information to confirm correspondence of the Goods to the technical specification (e.g. Manufacturer's booklets, references to the home page where the information on the compliance of the Goods to each technical specification item can be found);
- 8.2.2. Documents confirming that the Goods are certified for the use in the territory of the European Union.

9. Financial offer

9.1. The financial offer is to be prepared in a form attached to the Regulations as **Annex No. 3**.

10. Offer opening

- 10.1.** The offers will be opened on 14 June 2022 at 11:00 AM at Zigfrida Annas Meierovica Boulevard 1, building 3, Small Hall (office 313).
- 10.2.** A Candidate's representative may participate in the meeting for opening the Tender offers.
- 10.3.** Envelopes containing offers and offers received electronically will be opened in a sequence, in which those have been received.
- 10.4.** An offer price stipulated in each Candidate's Financial Offer will be announced.
- 10.5.** Candidates' offer prices as well as all information announced at the meeting for opening the offers will be recorded in the minutes of the meeting for opening the offers.
- 10.6.** After all offers are opened, the meeting for opening offers will be closed and offers are further evaluated by the Commission in the course of a closed meeting.
- 10.7.** Upon the Candidate's request, the Commission will issue to the Candidate an extract from the minutes of the meeting for opening the offers within 5 (five) business days after receipt of the offer.

11. Evaluation of Candidates and Offers

11.1. After having opened the offers, the Commission will:

- 11.1.1. select an offer containing a Financial Offer made in accordance with the requirements of the Regulations offering the lowest price;
- 11.1.2. verify whether the form of an offer filed by a Candidate who has submitted an offer containing the lowest price meets requirements of the Regulations. If the form of an offer considerably deviates from the requirements of the Regulations, the Commission may decide that the offer will not be further considered if the deviation from the requirements to execution is considerable and affects the evaluation of the offer;
- 11.1.3. **verify whether the form of a tender documents submitted by a Candidate who has submitted an offer with the lowest price meets requirements of section 6 and 7 of the Regulations.** If the Candidate has not submitted all necessary tender documents or submitted tender documents that contain inaccuracies or discrepancies or the Commission has doubts in terms of legal effect of the document, the Commission may request that the Candidate supplements the tender documents or provides relevant explanation or the Candidate may be excluded from further participation in the Tender;
- 11.1.4. verify the Technical offer submitted by a Candidate who has submitted an offer with the lowest price. If the Technical offer does not meet the requirements of the Regulations, the Candidate's offer is discarded.
- 11.2.** If the Commission establishes that the Candidate's offer is groundlessly cheap, it will be discarded.

- 11.3. A Candidate who has submitted the offer that meets the requirements of the Regulations with the lowest price will win the Tender.**
- 11.4.** The Commissions verifies candidates, considering the examples for exclusion mentioned in part one article 48 of the SPSIL with regard to each candidate who may be granted a right to sign the contract. In compliance with part one article 48 of the SPSIL, the Commission will verify the cases of exclusion of in accordance with the procedure provided for by article 48 of the SPSIL.
- 11.5.** If a Candidate who has submitted the offer with the lowest price is recognized as non-compliant with the requirements to the selection provided for by the Regulations or the offer is recognized to be non-compliant with the Regulations or groundlessly cheap, the Commission will evaluate an offer of a Candidate who has submitted the next offer with the lowest price. If this Candidate's offer is discarded as well, the Commission will evaluate an offer containing the next lowest price.

12. Commission's activities, customer's rights and obligations

12.1. Commission's proceedings

- 12.1.1. The Customer will create a Commission for the procurement (organising the Tender).
- 12.1.2. The meeting of the Commission will be chaired by the Commission Chairman.
- 12.1.3. The Commission will develop the Tender Regulations, provide additional information on the Regulations and evaluate Candidate's offers.
- 12.1.4. The Commission has a quorum if at least a half of commission members participate in its meeting.
- 12.1.5. The Commission resolves all matters relating to the process and organisation of the Tender.
- 12.1.6. In addition to all other rights stipulated in the Regulations, the Commission may:
- 12.1.6.1. demand that the Candidates clarify the information contained in the offer if it is necessary to verify the form, select Candidates, verify compliance of the offers as well as evaluation of the offers;
 - 12.1.6.2. involve specialists or experts with rights to consult in the Commission's work. Experts or specialists may submit their opinions to the Commission in writing, and those are attached to the minutes of the meeting;
 - 12.1.6.3. make a decision on Candidate's exclusion from further participation in the Tender if the Candidate failed to submit documents compliant with the Regulations or the offer documents do not meet the requirements contained in the Regulations;
 - 12.1.6.4. after consultations with a Candidate, conclude that a groundlessly cheap offer has been submitted;
 - 12.1.6.5. amend Candidate's offers if arithmetic errors are revealed therein;
 - 12.1.6.6. respond to all interested suppliers' questions about the Regulations;
 - 12.1.6.7. verify the necessary information in a competent institution, publicly available databases or other publicly available sources;
 - 12.1.6.8. if the Commission has doubts with regards to authenticity of copies of a document, request that a Candidate presents the original document.
- 12.1.7. The Commission submits the results of the Competition to the Customer's administration for approval.

12.2. Customer's Rights and Obligations

- 12.2.1. To make a decision to enter into the Contract or terminate the Tender without having chosen any offer.
- 12.2.2. If there are objective grounds, to terminate the Tender at any point.
- 12.2.3. To discard the offer if a conclusion is made that a groundlessly cheap offer has been submitted.
- 12.2.4. If the selected Candidate refuses to enter into the Contract, the Customer may make a decision to enter into the Contract with the next Candidate whose offer corresponds to the requirements of the Regulations and who offers the next lowest price or to terminate the Tender, without having chosen any offer.
- 12.2.5. To make a decision on Tenders' winner if only 1 (one) Candidate participates in the Tender and its offer corresponds to the Regulations or to terminate the Tender.
- 12.2.6. The Contract can be entered into only after the results of the Tender have been confirmed by the Customer's administration.

- 12.2.7. The Customer will keep the list of Candidates confidential from the moment of submission to the moment of opening. Information on the offer evaluation process is kept confidential until the moment of announcement of the results of the Tender.
- 12.2.8. The content of submitted offers and other materials are kept confidential, except when provided for by regulations.

13. Candidates' Rights and Obligations

13.1. Candidates' Rights

The Candidate participates in the Tender voluntary. When submitting the offer, each Candidate undertakes to comply with all provisions of the Regulations and regulatory requirements as a basis for fulfilling the order.

13.2. Candidates' obligations

- 13.2.1. A Candidate bears full responsibility for the compliance of the offer with the Customer's requirements included in the Regulations.
- 13.2.2. Tender Candidates are responsible for the accuracy of submitted data. If, after having verified the above data, it is established that the data filed by the Candidate is inaccurate, the Candidate is excluded from further participation in the Tender.
- 13.2.3. In case any Candidate attempts to affect the Customer or its representative in the course of consideration, clarification and evaluation as well as decision-making or execution of the Contract, the offer will be immediately discarded.

14. Procedure for Entering into the Contract

- 14.1. The Candidate will be notified of the decision in writing not later than 3 (three) business days after the date of the Customer's decision on the results of the Tender.
- 14.2. If a group of persons is recognized as the winner of the Tender, it is to create a partnership and register in accordance with the procedure provided for by the law within 10 (ten) business days upon receipt of the relevant Customer's notification.
- 14.3. The winner of the Tender is to sign the Contract upon the first Customer's request.
- 14.4. **If the winner of the Tender fails to sign the Contract in accordance with the procedure provided for in clause 14.3 of the Regulations, the Customer may think that the winner of the Tender refused to enter into the Contract and consequently review the results of the Tender, by entering into the contract with the Contractor whose offer meets the requirements of the Regulations and contains the next low prices or terminate the Tender without having selected any offer.**

Application form for participation in the open tender

APPLICATION FOR PARTICIPATION IN THE OPEN TENDER

**SUPPLY OF THE HIGH-PRESSURE WATER-SUPPLY SYSTEM RINSING INSTALLATION,
PROCUREMENT IDENTIFICATION No. RŪ-2022/110**

<Months> <date>, 2022

1. <Candidate's name, registration number and legal address> (hereinafter the Candidate), by submitting this offer applies for participation in an open tender Supply of a high-pressure water-supply system rinsing installation, procurement identification No. RŪ-2022/110 (hereinafter the Open Tender) organised by SIA „Rīgas ūdens”.
2. We offer to supply the above water-system rinsing installation (hereinafter the Goods) in accordance with the requirements subject to the regulations of the open tender.
3. We confirm that if our offer is accepted, we will be able to ensure supply the high-pressure water-supply system rinsing installation, including training of Customer's employees within <number of days, not exceeding 120 (one hundred twenty) calendar days> calendar days from the day of coming of the procurement contract into effect as well as maintenance of the Goods within the guarantee period.
4. Hereby, we confirm that all documents submitted together with the application are accurate and may be verified in relevant institutions and at our business partners.
5. We confirm that the Goods are certified for the use in the territory of the European Union and Republic of Latvia and if operated in accordance with their purpose and operation regulations, shall not cause property loss or damage to human health or property or environment.
6. Hereby, we confirm that <candidate's name> is not subject to the exclusion events set forth in part one article 48 of the Law on the Procurement of Public Service.
7. Hereby, we undertake full responsibility for the submitted documents, information included therein, form, correspondence to the requirements of the regulations. The submitted information and data are accurate.
8. Candidate's contact: <position, name, surname>, <phone number>, <email>.

<Candidate's name and registration number>

<Candidate's Legal and mailing address, phone numbers, email>

<Candidate's bank details>

<Candidate's signatory or authorised person's name, surname, position>

<Signature>

<Date, place>

Technical specification – technical offerform

1. General requirements

No. Item	Requirements	Candidate's offer
1.	General provisions:	
1.1.	The special (mobile) pipeline high-pressure rinsing installation (hereinafter the Installation) is to be new (non-used), the Installation is to be assembled on a new (non-used) car trailer.	<...>
1.2.	The installation is to correspond to labour safety and traffic safety requirement.	<...>
1.3.	The installation is to be made and assembled from new materials certified for the use in the territory of the European Union. Corresponding certificates are to be filed together with the offer.	<...>
1.4.	The total weight of the installation must not exceed ≤ 3.5 tons (together with water).	<...>
1.5.	The installation is to be assembled on a trailer that can be connected to a car.	<...>
1.6.	The Installation is to be capable of rinsing the pipelines dia. DN100 to \geq DN200 in the Latvian weather conditions with the outside air temperature $+35^{\circ}\text{C}$ to $+1^{\circ}\text{C}$ without any deviations from the manufacturer's values over the entire operation period.	<...>
1.7.	The installation is to be registered by SJSC Road Traffic Safety Directorate (CSDD) so that it can be used in accordance with existing regulations of the Republic of Latvia.	<...>
1.8.	Units of the installation system may operate without the use of additional installations.	<...>
2.	Specialised high-pressure rinsing installation equipment:	
2.1.	Trailer:	<...>
	- Total length ≤ 5700 mm.	<...>
	- Height ≤ 2000 mm.	<...>
	- Width ≤ 2100 mm.	<...>
	- Full weight ≤ 3500	<...>
	- At the front of the trailer, a supporting wheel is to be mounted with its carrying capacity not exceeding 500 kg as well as four supporting legs with a reducer at the sides with their total carrying capacity not exceeding 3,500 kg	<...>
	- The load centre and centre of gravity of the trailer are to be located so that the trailer can be used safely.	<...>
	- There should be an aerodynamic cover that completely protects the engine and pump from adverse weather conditions.	<...>
	- The protection cover is to be easy to open for maintenance.	<...>
	- The trailer is to be equipped with lockable compartments for keeping hand tools with their total volume not less than 200 l.	<...>

2.2.	Engine:	<...>
	- Power not less than 40 horse-powers.	<...>
	- Equipped with an engine hour counter, 12V, $\geq 65\text{Ah}$ accumulator, fuel level meter, control lamps.	<...>
	- System should be equipped with an overheating protection.	<...>
	- An electric starter is to be used to start the engine.	<...>
	- There should be a fuel tank with its volume not less than 30 l.	<...>
	- Belt transmission between the engine and high-pressure pump. At least 4 high-quality V-shaped belts.	<...>
	- The engine and pump are assembled on a non-vibrating sub-frame.	<...>
2.3.	High-pressure pump:	<...>
	- The productivity of the high-pressure pump should be at least 70 l/min, pressure, not less than 160 bar.	<...>
	- There should be an automated pressure regulator.	<...>
	- The high-pressure system is to be equipped with a manometer, water filter and protection line.	<...>
	- There should be automatic high-pressure pump lubrication.	<...>
	- The protection device that stops the engine after a minimum water level remains in the tank with a function that disconnects the device and work until the water tank is completely emptied.	<...>
	- The system that fills-up the high-pressure line with antifreeze to ensure additional protection of the devices from freezing when not in use.	<...>
2.4.	Rinsing hose reel:	<...>
	- The high-pressure hose reel drum is made of galvanized steel.	<...>
	- The rinsing hose reel frame: rotating reel frame is unbent and fixed at various angles between 0° and -90° . Not less than 8 fixing positions.	<...>
	- The rinsing hose reel to revolve round its axis.	<...>
	- The hydraulic high-pressure hose reel transmission, with guides ensuring even hose winding on the drum and speed control device.	<...>
	- There should be a function for disconnecting the hydraulic mechanism for even unwinding of the hose off the drum.	<...>
	- Can be used to maximally wind at least a 150 m long high-pressure hose.	<...>
2.5.	High-pressure rinsing hose:	<...>
	- Not less than 150 m long DN 13 (1/2") pipeline rinsing hose. <u>Hydraulic hoses must not be offered.</u>	<...>
	- Steel-reinforced with not more than 1 reinforcement layer.	<...>
	- Maximum working pressure not less than 240 bar.	<...>
	- There should be a length meter for winding the hose.	<...>
2.6.	Water tank:	<...>

	- Not less than 800 l, made of PE plastic or similar plastic that slows down formation of sludge layers on the tank's inner walls.	<...>
	- The water tank structure is to reduce the spill of water during the movement to the minimum.	<...>
	- Water filling connection is DN50 bogdan	<...>
	- There should be a cover on to of the tank(s). If there are several tanks, there should be a cover on each one.	<...>
	- If there are several tanks, those should be connected so that they could be filled-up and emptied simultaneously.	<...>
	- The structure is to provide for an opportunity to increase the water tanks if needed.	<...>
2.7.	Control panel:	<...>
	- The control panel is to be mounted on the frame of the high-pressure hose reel. The rinsing function can be controlled by the operator from the work area. The control panel is to be equipped with an at least 4" LCD display. The control panel is to be able to fulfil the following functions:	<...>
	- To start/stop the high-pressure pump.	<...>
	- Emergency stop control.	<...>
	- Engine start/stop.	<...>
	- Increasing/reducing the engine rotation.	<...>
	- Fuel level meter.	<...>
	- Number of working hours.	<...>
	- Control and warning lamps.	<...>
2.8.	Remote control unit:	<...>
	- Should be equipped with a radio communication control system that ensures a continuous signal between the transmitter and receiver.	<...>
	- Water resistant and vibration resistant. Corresponds to the IP65 standard.	<...>
2.9.	Flushing heads:	<...>
	Flushing head set: a standard cleaning head with nozzles for pipelines DN50-200mm, radial rotation head for pipelines DN50-200mm with nozzles, rotoimpulse vibration head with nozzles for pipelines DN50-200mm, chain scraper for pipelines DN60-200mm that can be folded in a special (used for this purpose) compact bag, or the candidate may offer other solutions for keeping and transporting the flushing heads.	<...>
3.	Other requirements	
3.1.	General:	<...>
	- User instruction and technical literature - 2 pcs., including user training, technical data relating to the installation, installation maintenance instructions in the English and Latvian language (to be submitted at the moment of delivery of the installation).	<...>
3.2.	Electricity:	<...>
	- all electric components with IP protection level corresponding to the requirements to wet premises.	<...>

3.3.	At the moment of delivery, the installation is to be equipped with new all season tyres (M+S).	<...>
3.4.	Installation lightning: apart from the lighting needed to participate in traffic, the installation is to be equipped with the following lights:	<...>
	- beacon (4 pcs.): LED (diode) type orange (yellow), two at the backside of the installation, two at the front of the installation;	<...>
	- working light(s): LED (diode) type, at the rinsing hose reel and near the installation's control panel.	<...>
3.5.	All inscriptions on the control panel and control buttons are to be in the English and Latvian language.	<...>
3.6.	The software language of the control panel (display) is to be in the English or Latvian language.	<...>
4.	Training:	
	- Training for 10 (ten) persons on a delivered specialised water-supply system rinsing installation, ensuring theoretical and practical training in Latvia, Riga.	<...>
	- The training time is to be agreed upon with the Customer's representative.	<...>
5.	Maintenance:	
	- The Supplier is to ensure regular maintenance of the installation during the guarantee period in accordance with the instruction for the regular maintenance of the installation. - The technical maintenance of the installation will take place in Riga at Ziepniekkalna Street 70. The maintenance may also take place at the Candidate's service facilities under condition that the Candidate ensures free transportation of the installation from Ziepniekkalna Street 70, Riga to the place of maintenance and back without extending the time of maintenance.	<...>
6.	Guarantee:	
	- A two-year guarantee for the specialised water-supply system rinsing installation starting with the moment of receipt and signature of the documents confirming the delivery.	<...>

2. Maintenance of the High-Pressure Water-System Offered by the Candidate During the Guarantee Period

Regularity of maintenance in accordance with the instructions of the manufacturer of the Goods: <...>.
Works performed during each maintenance: <...>.

<Candidate's signatory or authorised person's name, surname, position>

<Signature>

<Date, place>

Form for the Financial offer

Hereby, by submitting the financial offer for the open tender Supply of the high-pressure water-supply system rinsing installation, procurement identification No. RŪ-2022/110, we would like to offer to supply the high-pressure water-supply rinsing installations corresponding to the Technical specification - Technical offer for the below price that includes all expenses in the amount that fully covers the performance of the contract, including all expenses for supply of the high-pressure water-supply system rinsing installation, including employee training, transportation guarantee, maintenance in the guarantee period, duties, except for the value added tax (hereinafter the VAT):

Name	Manufacturer and model of the installation.	Number, pcs.	Price of unit, EUR without VAT	Total price, EUR without VAT
High-pressure water-system rinsing installation and its supply, including Customer's employee training and registration at the CSDD.	<...>	1	<...>	<...>
Expenses for OCTA for the trailer for 1 year		1	<...>	<...>
Expenses for the maintenance of the high-pressure water-system rinsing installation during the guarantee period**				<...>
Total, EUR without VAT:				<...>

**** Expenses for the maintenance of the high-pressure water-system rinsing installation during the guarantee period:**

Maintenances	Price of the maintenance, EUR without VAT
First maintenance	<...>
Second maintenance	<...>
<...>	<...>
Total expenses for the maintenance, EUR without VAT:	<...>

<Candidate's name and registration number>

<Candidate's signatory or authorised person's name, surname, position>

<Signature>

<Date, place>

Draft Contract

**Contract No. _____
for the supply of the high-pressure water-supply system rinsing installation
(procurement identification No. RŪ-2022/110)**

Riga, _____, 2022

SIA “Rīgas Ūdens”, registration No. 40103023035, represented by _____, acting in accordance with the decision of the Board of SIA „Rīgas ūdens” dated _____, 2022 (minutes No. 2.4.1/2022/____), hereinafter the Buyer on the one part, and _____, registration No. _____, represented by _____, acting in accordance with the _____, hereinafter the Supplier, on the other part, hereinafter jointly referred to as the Parties and severally as the Party, enter into this contract, hereinafter the Contract as follows:

I Terms used in the Contract

- 1.1. The Goods are the high-pressure water-system rinsing installation assembled on the trailer in accordance with the technical specification subject to Annex No. 1.
- 1.2. The Price of the Contract is the amount payable by the Buyer to the Supplier for the Supply of the Goods and maintenance of the Goods conducted in accordance with the procedure provided for by the Contract. The Price of the Contract includes all necessary expenses related to the Supply of the Goods and their maintenance.
- 1.3. The Supply is delivery of the Goods to the Buyer in accordance with DDP (*Incoterms 2010*) conditions to Ziepniekkalnā Street 70, Riga, registration at the Road Traffic Safety Directorate (hereinafter the CSDD) in the name of the Customer, purchase of the OCTA policy for 1 (one) year and Customer's employee training.
- 1.4. The Supporting Document is a document that confirms delivery of the Goods signed by the Parties' authorised person. The following information is to be included in the supporting document:
 - 1.4.1. The number and date of the Contract;
 - 1.4.2. name, quantity and price of the Goods;
 - 1.4.3. Place and time of execution of the Supporting Document;
 - 1.4.4. Information defined in article 125 of the Law on Value Added Tax.
- 1.5. The Certificate is a document that confirms maintenance of the Goods signed by the Parties' authorised person. The following information is to be included in the Certificate:
 - 1.5.1. The number and date of the Contract;
 - 1.5.2. performed work and value, date of completion;
 - 1.5.3. Place and time of signature of the Certificate.

II Subject-Matter

- 2.1. The Supplier shall deliver the Goods to the Buyer, register those at the CSDD in the name of the Customer as well as ensure Customer's employee training and conduct maintenance, and the Buyer shall accept the Goods and conduct the maintenance in accordance with the procedure provided for by the Contract.
- 2.2. The Buyer shall pay the Price of the Contract in accordance with the procedure provided for by the Contract.

III Conditions of delivery and certification of quality of the Goods

- 3.1. The Supplier shall deliver the Goods in accordance with the provisions of the Contract within _____ days from the day of coming of the Contract into effect.
- 3.2. The Supplier guarantees and confirms that it is the only owner of the Goods, and those have not been alienated, pledged, encumbered, no prohibitions have been registered with regard to the Goods, and there are no disputes.

3.3. The Supplier confirms that the Goods are new, unused and before the Delivery to the Buyer have been stored in relevant conditions as a responsible and accurate owner would treat those.

3.4. The Parties confirm the Delivery in accordance with the procedure provided for by the Contract, by executing a relevant Supporting Document.

3.5. The Parties agree that all risks associated with the Goods shall be transferred to the Buyer after the execution of the Supporting Document.

3.6. The Supplier confirms that the Goods are certified for the use in the territory of the European Union and Republic of Latvia and if operated in accordance with their purpose and operation regulations shall not cause losses or damage to human health or property or environment. The Supplier guarantees that all customs taxes and duties have been paid.

IV Conditions for acceptance and maintenance of the Goods

4.1. Simultaneously with the Delivery of the Goods, the Supplier submits the Supporting Document to the Buyer's authorised person for signature together with technical documentation relating to the Goods.

4.2. The Buyer's authorised person ensures on-site inspection of the Goods and verifies the correspondence of information subject to a Supporting Document to the Contract, evaluates the quality of Goods, correspondence to the provisions of the Contract and correspondence to the information stipulated in the Supporting Document, and then signs the relevant Supporting Document or files a grounded refusal to sign the Supporting Document to the Supplier. After mutual signature of the Supporting Document, the Supplier registers the trailer whereon the Goods are assembled at the CSDD in the name of the Buyer and files to the Buyer documents that confirm registration at the CSDD in the name of the Buyer, technical documents, service books and OCTA policy. The Parties add a mark confirming the receipt of the documents in the Supporting Document.

4.3. In case of refusal to sign the Supporting Document, the Supplier eliminates all discrepancies in the Supporting Document, quality of the Goods and correspondence to the provisions of the Contract and repeatedly files the Supporting Document to the Buyer for signing.

4.4. The Goods shall not be accepted if those do not correspond to the provisions of the Contract or requirements of the existing regulations.

4.5. The Buyer shall accept the Goods only after the external inspection and retain all rights to object with regard to hidden defects of the Goods, quality of the Goods and compliance with the Contract.

4.6. Mutual signature of the Supporting Document shall serve as a basis for payment of the price of delivery of the Goods subject to sub-clause 5.1.1 of the Contract.

4.7. The Supplier shall ensure maintenance of the Goods during the Guarantee Period applicable to the Goods subject to clause 7.1 of the Contract. The Supplier shall ensure maintenance as frequently as provided for by Annex No. 1, by visiting the Buyer with the above Customer's authorised person mentioned in clause 10.5 of the Contract on and at the agreed day and time. The technical maintenance of the Goods shall take place in Riga at Ziepniekkalna Street 70. The maintenance may also take place at the Supplier's service facilities under condition that the Supplier ensures free transportation of the Goods from Ziepniekkalna Street 70, Riga to the place of maintenance and back without extending the time of maintenance.

4.8. For each maintenance of the Goods ensured by the Supplier, the Supplier and Buyer prepare the Certificate in accordance with clause 1.5 of the Contract.

V Procedure for settlements

5.1. The Parties agree that the Price of the Contract totals to **EUR** _____ (_____ *euro* and _____ cents) without the value added tax (VAT) in accordance with Annex No. ____, consisting of:

5.1.1. The Price of Delivery of the Goods, including OCTA insurance for 1 (one) year, EUR _____ (_____ *euro* and _____ cents) without VAT;

5.1.2. Expenses for maintenance of the Goods EUR _____ (_____ *euro* and _____ cents) without VAT.

5.2. VAT is applicable in accordance with the procedure provided for by the regulations of the Republic of Latvia.

5.3. The Buyer shall pay the Price of Delivery of the Goods mentioned in sub-clause 5.1.1 of the Contract within 30 (thirty) days from the day of mutual signature of the Supporting Document.

5.4. The Buyer shall pay for the maintenance of the Goods within 30 (thirty) days from the day of signature of the Maintenance Certificate based on the Supplier's invoice.

5.5. The Supplier shall submit the invoice mentioned in clause 5.4 of the Contract at least 20 (twenty) days in advance of the due date. If the Supplier delays the deadline for submission of the invoice mentioned in this clause, the Buyer may demand that the Supplier pays a forfeit totalling to EUR 40.00 (forty *euro* and 00 cents). The Buyer may deduct the amount of the forfeit from the amount payable to the Supplier.

5.6. The Buyer shall pay the Price of the Contract, by transferring the amount to the Supplier's bank account stipulated in the Supporting Document and invoices.

VI Resolution of Disputes

6.1. This Contract shall be considered in accordance with the existing regulations of the Republic of Latvia.

6.2. All disputes and disagreements that result from this Contract and/or affect its violation, termination or invalidity shall be concerned by the Parties by way of negotiations. If, 15 (fifteen) days after the day of receipt of invitation on commencement of the negotiations, the Parties failed to agree the resolution, the dispute shall be finally resolved in the court, in accordance with the procedure provided for by the regulations of the Republic of Latvia.

VII Provisions of the guarantee

7.1. The Parties agree that the Guarantee Period for the Goods shall be _____ from the day of mutual signature of the Supporting Document.

7.2. Within the meaning of this Contract, the Guarantee shall be the Supplier's liability to eliminate defects of the Goods and non-compliances with the provisions of the Contract during the Guarantee Period. The Supplier shall fulfil its Guarantee liabilities not later than 10 (ten) days starting with the day of receipt of the Buyer's request (hereinafter the Request). The Buyer's Request shall be sent to the Supplier's contact's email stipulated in clause 10.6 of the Contract. If due to good reasons, the Supplier cannot perform the Guarantee repair within the period stipulated in this clause, the Parties shall prolong this period stipulated in this clause upon mutual agreement.

7.3. If the Supplier delays the fulfilment of the Guarantee liabilities, deadline for the Supply of the Goods or maintenance of the Goods on the day agreed upon with the Buyer's contact and mentioned in clause 10.5 of the Contract, the former shall pay to the Buyer a forfeit totalling to 0.1 (zero point one) % of the amount stipulated in clause 5.1 of the Contract per each day of delay but not more than 10 (ten) % of the total Price of the Contract.

7.4. Payment of a penalty shall not release the Supplier from fulfilment of its obligations defined in the Guarantee.

7.5. In case of occurrence of the Guarantee Event, the Buyer shall notify the Supplier, by preparing the Request.

7.6. In accordance with the Request, the Supplier at his own expense and using his own personnel ensures inspection of the Guarantee event, preparation of a fault detection report as well as fulfilment of the liabilities provided for by clause 7.2 of the Contract.

7.7. By performing the Guarantee repair, the Supplier shall use the manufacturer's original spare parts.

VIII Period of the Contract

8.1. The Contract comes into force as of the day of its signature and shall be valid until the parties perform their obligations in full.

8.2. The Parties may amend or terminate the period of the Contract upon mutual agreement.

8.3. If the Supplier violates the Delivery Deadline for more than 15 (fifteen) days, the Buyer may unilaterally withdraw from the Contract.

8.4. The Parties may unilaterally terminate the Contract if:

8.4.1. a statement is filed to the court on recognition of the other Party's insolvency;

8.4.2. any notification, certification or guarantee mentioned in the Contract of the other Party turns out to be unreliable, inaccurate or misleading in any materials aspect;

8.4.3. the other Party sells or otherwise disposes of its assets or property that are important for its business activities;

8.4.4. any governmental or other license, permission, registration certificate, consent or power of attorney needed by the Party to fulfil obligations provided for by this or other contracts related to this Contracts is withdrawn or is not renewed.

8.5. The Buyer may unilaterally withdraw from the Contract if the Contract cannot be performed as during the period of the Contract, the Supplier 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 the responsibility for the violation of the Contract if the deadline for the performance of the Contract is violated or other liabilities contained therein have not been fulfilled due to the force-majeure circumstances. Within the meaning of this Contract, the Force-Majeure includes circumstances beyond reasonable control of the Parties, i.e. wars, revolutions, fires, floods, quarantine restrictions, instructions defined by governmental institutions, etc.

9.2 If there is a force-majeure situation, the Parties shall notify the other Party on such circumstances and their causes in writing as soon as possible, but not later than within 10 (ten) days.

X Other provisions

10.1. The Parties shall notify each other Party on changes in their details, postal address or legal address, at least 15 (fifteen) days in advance.

10.2. The Parties agree that they may not assign or otherwise transfer to third parties any of the rights or obligations provided for in the Contract without other Party's written consent.

10.3. Termination of the Contract due to any reasons does not release the Parties from the fulfilment of their obligations. This Agreement shall be binding over the Parties' successors.

10.4. The information contained in this Contract or disclosed to Parties in relation to this Contract (about prices, guarantees, etc.) shall be deemed a commercial secret and can be provided to other parties only with other Party's written consent. The above shall not be applicable to the cases of disclosure requested in accordance with the existing laws of the Republic of Latvia. If either Party illegally discloses information deemed commercial secret hereunder, therefore inflicting losses to the other Parties, it may ultimately request that direct losses caused by illegal disclosure of such information are compensated.

10.5. The Buyer's contact authorised to accept the Goods and maintenance conducted by the Supplier and sign the Supporting Document and Certificate shall be _____.

10.6. The Supplier's contact shall be _____.

10.7. The Contract is made in 2 (two) copies on ____ pages with Annex No. 1 on ____ pages that form an integral part of the Agreement, each Party shall have one copy. Both copies have the same legal effect.

XI Details of the Parties

Form for Information About the Candidate's Experience

The Candidate's information for the last 5 (five) years (before the deadline for filing offers) relating to the supply of the Goods similar to the high-pressure water-supply system rinsing installation confirming the fulfilment of the requirement subject to **clause 7.4** of the Regulations:

No. Item	Information on the supplied installation (<i>name of the manufacturer and model</i>)	Time of supply of the Installation	Customer (name, registration No.), Customer's contact that can confirm the accuracy of data provided by the Candidate – position, name, surname, phone number, email.
1.			
<...>			

<Candidate's signatory or authorised person's name, surname, position>

<Signature>

<Date, place>