

Approved
SIA "Rīgas ūdens"
Minutes No. 1
of the Procurement Committee dated 13 July, 2022

OPEN TENDER
"CALCIUM HYDROXIDE SUPPLY"
(identification No. RŪ-2022/155)

REGULATIONS

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1. Customer data

- 1.1.** The open tender “Calcium hydroxide supply”, procurement identification No. RŪ-2022/155 (hereinafter, the **Tender**) is 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 the Tender is to select a supplier corresponding to the provisions of the Tender Regulations (hereinafter, the **Regulations**) to ensure supplies of calcium hydroxide (hereinafter, the **Goods**).

2.2. Scope of the Tender

- 2.2.1.** The scope of the Tender is supply of the Goods whose technical specification is provided in **Annex No. 2**, in accordance with the provisions of the draft procurement contract (hereinafter, the - **Contract, Annex No. 4**).
- 2.2.2.** The Deadline for Supply shall correspond to the candidate's offer, but not longer than 30 (thirty) days after the submission of an individual order.
- 2.2.3.** Address for supply of the Goods shall be Bauskas Street 209, Riga, Latvia.
- 2.2.4.** Deadline for ordering the Goods: 12 (twelve) months after the date of coming of the Contract into effect. Within the above period, the Customer shall submit 7 (seven) orders for the Goods (the minimum volume of each order shall be 23 tons, the maximum volume shall be 25 tons).

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.
- 2.3.4.** Official Journal of the European Union <https://ted.europa.eu/>.

2.4. Entering into the Contract

- 2.4.1.** As a result of the Tender, the Customer enters into the Contract with the Candidate (hereinafter, 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 upon 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 August 4, **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 shall be submitted by the Candidate in Latvian and/or English. In the course of the Tender, the correspondence between the procurement commission and Candidate shall be in the Latvian language. The Candidate may include in the offer documents or descriptions in the Latvian language and/or English language, however, documents submitted in another language are to be accompanied with a duly certified translation into the Latvian language and/or English 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), where to 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", Zigfrida Annas Meierovica Boulevard 1, building 3, office 306, Riga,
LV-1495
Offer for an open tender
"Calcium hydroxide supply",
procurement identification No. RŪ-2022/155
Not to open before August 4, 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

- 5.1. 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.
- 5.2. If the Candidate or a member of partnership (if the Candidate is a partnership) corresponds to exclusions subject to paras. 1, 3, 4, 5, 6 or 7 part one article 48 of the Law and can be recognised as one to whom the right to enter into the contract can be granted, the Candidate will submit explanations and evidence of compensation of inflicted damage or existing agreement for compensation of inflicted damage, cooperation with investigative authorities and implemented technical, organisational or HR management measures within 10 days after the dispatch of the request to prove its reliability and prevent occurrence of the same or similar circumstances in the future.
- 5.3. If the Candidate fails to provide the above explanation, the Customer will exclude the Candidate from the participation in the procurement procedure as corresponding to the exclusion requirements subject to paras. 1, 3, 4, 5, 6 or 7 part one article 48 of the Law.
- 5.4. The Customer will evaluate the evidence provided by the Candidate to establish their reliability in accordance with the procedure provided for by part four and five article 49 of the Law.
- 5.5. The Candidate will be excluded from participation in the procurement procedure if exclusion provisions of part one article 11¹ of the Law on International and National Sanctions of the Republic of Latvia (hereinafter the Sanctions Law) are applicable to the Candidate. Cases of exclusion will be verified in accordance with the procedure provided for by the Sanctions Law.

6. Documents included in the offer

- 6.1. Application for the participation in the Tender in a form attached as **Annex No. 2**.
- 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 and financial offer prepared in accordance with **para. 8** of the Regulations.

6.5. 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 as well as availability of technical and professional capabilities, 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 regulations – the Candidate is in good standing.	<p>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.</p> <p>A foreign Candidate shall file a document issued by a relevant competent governmental authority to confirm that the Candidate is registered in accordance with the requirements of regulations.</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, considering that those supplier association members on whose business and financial capacities the supplier relies and/or those who will bear financial responsibility for the performance of the contract are to be jointly responsible.</p>
7.2.	A Candidate's official, being a signatory of the Offer documents, has a right to sign (represent). 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	<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 shall submit a document issued by a relevant competent governmental authority confirming that an officer of the</p>

No. item	Qualification requirements	Documents to be submitted
	supplier union (if the Offer is submitted by a supplier union).	<p>Candidate who has signed the documents included in the Offer or issued a power of attorney authorising to sign the documents included in the Offer has a right to sign (represent) if there is such a competent authority in this country that issues relevant documents.</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.	The manufacturer of the Goods offered by the Candidate or authorised representative of the manufacturer.	A power of attorney issued by the manufacturer of the Goods offered by the Candidate or another document confirming that the Candidate is authorised to distribute the manufacturer's products if the Candidate is not their manufacturer.
7.4.	Over the last 3 (three) years (starting with the last day of the period for submission of the offer), the Candidate has supplied at least 100 (one hundred) tons of the Goods similar to those provided by the scope of the procurement per year.	<p>Filled-out and signed Candidate's experience list in a form attached to the Regulations as Annex No. 5.</p> <p>The above form is to stipulate information, confirming that requirements of para. 7.4 of the Regulations have been fulfilled.</p>

- 7.5.** If the Candidate is a supplier union, the requirements relating to candidate's technical and professional capacities are applicable to all members of supplier union not just each member separately.

8. Technical and financial offer

- 8.1.** A copy of the certificate of quality of the offered Goods certified by the Candidate (in accordance with the Directives of the European Union) specifying that the offered Goods may be added to drinking water, safety data sheet and user's manual.
- 8.2.** The technical and financial offer prepared in a form attached as **Annex No. 2**.
- 8.3.** A copy of the certificate of quality of the offered Goods certified by the Candidate (in accordance with the Directives of the European Union) specifying that the offered Goods may be used in drinking water treatment, safety data sheet and user's manual.
- 8.4.** When preparing the technical and financial offer, the Candidate is to consider that the price of a unit of the Goods is to include at least all expenses for:
- 8.4.1. The supply of the Goods to the place Water Station "Daugava" at Bauskas Street 209, Riga, in accordance with *Incoterms 2020 DDP*;
- 8.4.2. The pneumatic unloading of the Goods.
- 8.5.** Prices included in the technical and financial offer are to be in EUR without value added tax (VAT).

9. Offer opening

- 9.1.** The offers will be opened on **August 4, 2022 at 11:00 AM** at Zigfrida Annas Meierovica Boulevard 1, building 3, Small Hall (office 313).

- 9.2. A Candidate's representative may participate in the meeting for opening the Tender offers.
- 9.3. Envelopes containing offers and offers received electronically will be opened in a sequence, in which those have been received.
- 9.4. An offer price stipulated in each Candidate's Financial Offer will be announced.
- 9.5. 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.
- 9.6. 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.
- 9.7. 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.

10. Evaluation of Candidates and Offers

- 10.1. After having opened the offers, the Commission will:
 - 10.1.1. select an offer containing a Financial Offer made in accordance with the requirements of the Regulations offering the lowest price;
 - 10.1.2. 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;
 - 10.1.3. 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;
 - 10.1.4. verify the Technical offer submitted by a Candidate who has submitted an offer with the lowest price. Only an offer that corresponds to the technical specification (**Annex No. 2**) and requirements to the preparation of the technical offer specified in the Regulations in all respects shall be deemed compliant. If the Technical offer does not meet the requirements of the Regulations, the Candidate's offer is discarded.
- 10.2. If the Commission establishes that the Candidate's offer is groundlessly cheap, it will be discarded.
- 10.3. **A Candidate who has submitted the offer that meets the requirements of the Regulations with the lowest price will win the Tender.**
- 10.4. To check whether the Candidate who could be granted the right to enter into the contract relating to the relevant part of procurement does not have to be excluded from the participation due to the circumstances mentioned in para. 111 of the Sanctions Law, the Procurement committee acts in accordance with the Law on International and National Sanctions of the Republic of Latvia. If the above Candidate 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, which delay performance of the contract, he will be excluded from the procurement.
- 10.5. 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.
- 10.6. 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.

- 10.7. If, before making a decision on granting a right to enter into the procurement contract, the Commission establishes that the evaluation financial offers submitted by at least two candidates (offered contractual prices) are the same, the commission shall select the offer that specifies the shortest deadline for the supply of the Goods.**

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

11.1. Commission's proceedings

- 11.1.1. The Customer will create a Commission for the procurement (organising the Tender).
- 11.1.2. The meeting of the Commission will be chaired by the Commission Chairman.
- 11.1.3. The Commission will develop the Tender Regulations, provide additional information on the Regulations and evaluate Candidate's offers.
- 11.1.4. The Commission has a quorum if at least a half of commission members participate in its meeting.
- 11.1.5. The Commission resolves all matters relating to the process and organisation of the Tender.
- 11.1.6. In addition to all other rights stipulated in the Regulations, the Commission may:
 - 11.1.6.1. 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;
 - 11.1.6.2. 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;
 - 11.1.6.3. 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;
 - 11.1.6.4. after consultations with a Candidate, conclude that a groundlessly cheap offer has been submitted;
 - 11.1.6.5. amend Candidate's offers if arithmetic errors are revealed therein;
 - 11.1.6.6. respond to all interested suppliers' questions about the Regulations;
 - 11.1.6.7. verify the necessary information in a competent institution, publicly available databases or other publicly available sources;
 - 11.1.6.8. if the Commission has doubts with regards to authenticity of copies of a document, request that a Candidate presents the original document.
- 11.1.7. The Commission submits the results of the Competition to the Customer's administration for approval.

11.2. Customer's Rights and Obligations

- 11.2.1. To make a decision to enter into the Contract or terminate the Tender without having chosen any offer.
- 11.2.2. If there are objective grounds, to terminate the Tender at any point.
- 11.2.3. To discard the offer if a conclusion is made that a groundlessly cheap offer has been submitted.
- 11.2.4. 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.
- 11.2.5. 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.
- 11.2.6. The Contract can be entered into only after the results of the Tender have been confirmed by the Customer's administration.
- 11.2.7. 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.
- 11.2.8. The content of submitted offers and other materials are kept confidential, except when

provided for by regulations.

12. Candidates' Rights and Obligations

12.1. Candidates' Rights

The Candidate participates in the Tender voluntarily. 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.

12.2. Candidates' obligations

12.2.1. A Candidate bears full responsibility for the compliance of the offer with the Customer's requirements included in the Regulations.

12.2.2. 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.

12.2.3. 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.

13. Procedure for Entering into the Contract

13.1. 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.

13.2. 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.

13.3. The winner of the Tender is to sign the Contract upon the first Customer's request.

13.4. If the winner of the Tender fails to sign the Contract in accordance with the procedure provided for in **clause 13.3** 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 “CALCIUM HYDROXIDE SUPPLY”, PROCUREMENT IDENTIFICATION No. RŪ-2022/155

<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 "Calcium hydroxide supply", procurement identification No. RŪ-2022/155 (hereinafter, the Open Tender) organised by SIA „Rīgas ūdens”.
2. We offer to supply to SIA “Rīgas ūdens” calcium hydroxide (hereinafter, the goods) that meets the requirements of the regulations of the open tender in accordance with the procedure described in the regulations of the open tender.
3. We certify that:
 - 3.1. if our offer is accepted, we can ensure supply of calcium hydroxide within <number of days, but not longer than 30 (thirty) days> (<number of days in words>) days after the date of submission of each individual order;
 - 3.2. all documents submitted together with this application contain accurate information and can be verified in the relevant institutions;
 - 3.3. <candidate's name and registration number> is not subject to the exclusion provisions set forth in part one article 48 of the Law on Procurement of Public Service Providers;
 - 3.4. we have familiarised with the information needed for the preparation of the offer for the open tender and supply of the goods specified in the regulations of the open tender;
 - 3.5. terms and conditions of the closed tender are clear and understandable;
 - 3.6. we understand the specificity and volume of goods specified in the regulations of the open tender.
 - 3.7. we have relevant resources for the supply of goods specified in the provisions of the regulations of the open tender within the period and in the volume specified in the provisions of the regulations of the open tender.
4. Candidate's contact: <contact person's name, surname, position, phone, 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>

Note: Candidate's details can be stipulated in the form.

Form for the technical specification, technical and financial offer

TECHNICAL SPECIFICATION, TECHNICAL AND FINANCIAL OFFER

No. item	Technical specification (minimum requirements)		Offer
1.	Name:		<...>
2.	Manufacturer:		<...>
3.	Specification of the chemical substance:	Calcium hydroxide (Ca(OH) ₂) EU designation: CAS - No.1305-62-0	<...>
4.	Quality requirements:	Standard EN 12518, Class 1, Quality A, Type 1	<...>
5.	Physical state:	Crystalline powder	<...>
6.	Colour:	White	<...>
7.	Smell:	No smell	<...>
8.	Density:	2200-2300 kg/m ³	<...>
9.	Density of the bulk substance:	400-560 kg/m ³	<...>
10.	Type and volume of a packing:	Road tanker with automatic unloading (12 m height)	<...>
11.	Volume of one supply:	Minimum – 23,000 kg Maximum – 25,000 kg	<...>
12.	Number of supplies:	7	<...>
13.	The use of the Goods provided by the Customer:	Adding to drinking water to maintain the pH level in drinking water provided by the regulations	<...>
Price of the goods* per 1 t (1000 kg), EUR without VAT:			<...>

* The price of the Goods includes all expenses for the supply of the Goods in accordance with Incoterms 2020 DDP to the facility of SIA “Rīgas ūdens” - water station “Daugava”, Bauskas Street 209, Riga, as well as the pneumatic unloading at the place specified by the Customer.

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

<Signature>

<Date, place>

Form for information about the Candidate's experience

FORM FOR INFORMATION ABOUT THE CANDIDATE'S EXPERIENCE

The information about orders for the supply of Goods similar to those provided by the scope of the procurement completed by the Candidate within the last 3 (three) years (in accordance with **clause 7.4** of the regulations of the open tender "Calcium hydroxide supply" identification No. RŪ-2022/155):

No. item	Customer's contact details:	Name of the chemical reactant	Order volume in tons per year	Year of delivery
1.	<...>	<...>	<...>	<...>
2.	<...>	<...>	<...>	<...>
3.	<...>	<...>	<...>	<...>

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

<Signature>

<Date, place>

Draft Contract

Contract No. _____
for the supply of calcium hydroxide
 (procurement identification No. RŪ-2022/155)

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. ____), hereinafter the Buyer on the one part, and

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 reactant (calcium hydroxide) in accordance with the technical specification subject to Annex No. 1.
- 1.2. The purchase price is the amount payable by the Buyer to the Supplier for the Goods in accordance with the procedure provided for by the Contract. The purchase price corresponds to the actual value of the Goods and includes all Supplier's expenses and Supplier's profit.
- 1.3. The Supply shall mean the transfer of the Goods under DDP (*Incoterms 2020*) conditions to the address Bauskas Street 209, Riga and unloading at the place specified by the Customer.
- 1.4. The Order shall mean a Customer's order of a relevant shipment of the Goods (by fax or email). The representative of the Buyer specifies the name, quantity of the Goods, delivery address and deadline for the Supply in the order.
- 1.5. The Supporting Document shall mean a document that confirms delivery of the Goods subject to a relevant Order signed by the Parties' authorised person. The following information is to be included in the supporting document:
 - 1.5.1. The number and date of the Contract;
 - 1.5.2. name, quantity and price of the Goods;
 - 1.5.3. Place and time of execution of the Supporting Document;
 - 1.5.4. Information defined in article 125 of the Law on Value Added Tax.
- 1.6. The shelf life shall mean the period provided for by the Contract, in which the Goods shall maintain all qualities and in which the Supplier shall replace the Goods for the similar ones in the cases and in accordance with the procedure provided for by the Contract.

II Subject-Matter

- 2.1. The Supplier shall delivery to the Buyer, and the Buyer shall accept the ownership to the Goods in accordance with the procedure provided for by the Contract.
- 2.2. The Buyer shall pay the Purchase Price of the goods in accordance with the procedure provided for by the Contract.
- 2.3. The Supplier shall provide information about the process of delivery of the Goods upon the Buyer's first request.

III Conditions of delivery and certification of quality of the Goods

- 3.1. The Supplier shall supply a relevant shipment of the Goods in accordance with the provisions of the Contract in accordance with the Buyer's Orders within the period stipulated in the Order but not longer than 30 (thirty) days after the day of dispatch of the Order.
- 3.2. Within the framework of the Contract, the Customer shall submit 7 (seven) orders for the Goods (the minimum volume of each order shall be 23 tons, the maximum volume shall be 25 tons).

- 3.3. The Supplier shall transfer the Goods in integral packing and in condition suitable for immediate use.
- 3.4. 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.
- 3.5. The Supplier confirms that the Goods are new, unused and before the Supply to the Buyer have been stored in relevant conditions as a responsible and accurate owner would treat those.
- 3.6. The Parties confirm the Delivery in accordance with the procedure provided for by the Contract, by executing a relevant Supporting Document.
- 3.7. The Parties agree that all risks associated with the Goods shall be transferred to the Buyer after the execution of the Supporting Document.
- 3.8. 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 of the Goods

- 4.1. Simultaneously with the supply of the Goods, the Supplier shall present to the authorised representative of the Buyer the Supporting Document for execution together with the safety data sheet for a chemical product.
- 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.
- 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 execution of the Supporting Document shall serve as a ground for the payment of the Purchase Price stipulated in the Supporting Document.

V Procedure for settlements

- 5.1. The Parties agree that the Purchase Price shall be **EUR** ____ (_____) without the value added tax (VAT) per one ton of the Goods. VAT is applicable in accordance with the procedure provided for by the regulations of the Republic of Latvia.
- 5.2. The Buyer shall pay the Purchase Price of the Order within 30 (thirty) days from the date of mutual execution of a relevant Supporting Document.
- 5.3. The Buyer shall pay the Purchase Price by transferring the funds to the Supplier's bank account specified in the Supporting Document.
- 5.4. The total amount of the Contract over the period of the Contract shall not exceed EUR ____ without VAT.

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.

- 6.3. If the Supplier violates the Deadline for the Delivery of the Goods, he shall pay a forfeit to the Buyer totalling to 0.1 (zero point one) % of the Purchase Price of the relevant Order per each day of delay but not more than 10 (ten) % of the relevant Purchase Price of the Order. The Buyer may deduct the amount of the contractual forfeit from the Supplier from the amounts payable under the Contract.

VII Shelf Life

- 6.2. The Parties agree that the Shelf Life of the Goods shall be 12 (twelve) months.
- 6.3. If the Buyer reveals that the Goods do not comply with the Contract, damage, hidden defects or undue quality, he prepares a request within 5 (five) days.
- 6.4. The Supplier shall fulfil liabilities for the Shelf Life not later than 10 (ten) days starting with the day of receipt of the Buyer's request.
- 6.5. In accordance with the Buyer's request, the Supplier shall replace the Goods for similar ones by his own efforts and using his own labour.
- 6.6. If the Supplier violates fulfilment of the liabilities for the Shelf Life, he shall pay a forfeit to the Buyer totalling to 0.1 (zero point one) % of the Purchase Price of the relevant Order per each day of delay but not more than 10 (ten) % of the relevant Purchase Price of the Order. The Buyer may deduct the amount of the contractual forfeit from the Supplier from the amounts payable under the Contract.
- 6.7. Payment of a penalty shall not release the Supplier from fulfilment of its obligations.
- 6.8. The period of the liabilities for the Shelf Life shall commence after the mutual execution of the Supporting Document.

VIII Period of the Contract

- 8.1. The Contract comes into force as of the day of its execution and shall be valid until the Parties perform their obligations in full. The Buyer shall submit the Order for the Goods within 12 (twelve) months from the day of coming of the Contract into force.
- 8.2. If the Supplier violates the Delivery Deadline for more than 15 (fifteen) days, the Buyer may unilaterally withdraw from the Contract.
- 8.3. The Parties may unilaterally terminate the Contract if:
- 8.3.1. a statement is filed to the court on recognition of the other Party's insolvency;
 - 8.3.2. 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;
 - 8.3.3. the other Party sells or otherwise disposes of its assets or property that are important for its business activities;
 - 8.3.4. 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.
- 8.4. The Customer may unilaterally withdraw from the Contract if the Contract cannot be performed as the Contractor 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. 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.
- 10.4. Termination of the Contract due to any reasons does not release the Parties from the fulfilment of their obligations. This Contract shall be binding over the Parties' successors.
- 10.5. The Buyer's contact person for the purpose of performance of this Contract authorised to prepare the Orders and applications as well as to accept the Goods by signing the Supporting Documents is _____.
- 10.6. The Supplier's contact for the performance of the Contract is _____.
- 10.7. The Contract is made in 2 (two) copies on 4 (four) pages, one copy for each Party.

XI Details of the Parties