

OPEN TENDER

**"RESEARCH ON THE ESTABLISHMENT OF A WATER
QUALITY MONITORING SYSTEM IN THE RIGA WATER
SUPPLY NETWORK"**

(identification No. RŪ-2023/36)

REGULATIONS

TABLE OF CONTENTS

1. Data on the Contracting Authority	3
2. General Information	3
3. Exchange of Information	3
4. Preparation and Submission of the Proposal	4
5. Sub-contractors and Persons Whose Capabilities the Tenderer Relies On	5
6. Provisions for the Exclusion of Tenderers	5
7. Documents to be Included in the Proposal	6
8. Qualification Requirements of the Tenderers and Documents to be Submitted	6
9. Technical Proposal	8
10. Financial Proposal	9
11. Procedure for Submission and Opening of the Proposals	9
12. Assessment of Tenderers and Proposals.....	9
13. Operation of the Commission, Rights and Duties of the Contracting Authority	10
14. Rights and Duties of the Tenderers	11
15. List of Sub-contractors	11
16. Procedure for the Entering Into the Contract	11
Annexes:	
Annex No. 1 Technical Specification - Terms of Reference	12
Annex No. 2 Template of the Application for Participation in the Open Tender	15
Annex No. 3 Template of the Declaration of Availability of Specialists.....	16
Annex No. 4 Draft Contract	17
Annex No. 5 Information on Persons Whose Capabilities the Tenderer Relies On and Confirmation Forms	22
Annex No. 6 Information on Sub-contractors and Confirmation Forms.....	23
Annex No. 7 Template of the Financial Proposal	24
Annex No. 8 Guidelines for Preparation of the Technical Proposal	25

1. Data on the Contracting Authority

1.1. Open Tender "Research on the Establishment of a Water Quality Monitoring System in the Riga Water Supply Network", procurement identification No. RŪ-2023/36 (hereinafter referred to as – the **Tender**) is organized by the LLC (SIA) "Rīgas ūdens" (hereinafter referred to as – the **Contracting Authority**).

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

Reg. No.: 40103023035

Telephone: 67088555

E-mail address: office@rigasudens.lv

Home page: www.rigasudens.lv

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

1.2 Contracting Authority's contact person

The Contracting Authority's contact person is Ms Inga Frolova, Procurement Specialist of the Procurement Management Department at the LLC (SIA) "Rīgas ūdens", phone 67032855, e-mail address: inga.frolova@rigasudens.lv.

2. General Information

2.1. Purpose of the Tender

Purpose of the Tender is to identify a supplier that meets the requirements of the Tender Regulations (hereinafter referred to as – the **Regulations**), which will carry out a research on the establishment of a water quality monitoring system in the Riga water supply network on behalf of the Contracting Authority.

2.2. Subject-matter of the Tender

The subject-matter of the Tender is research on the establishment of a water quality monitoring system in the Riga water supply network (hereinafter referred to as – the **Service**) in accordance with the Technical Specification-Terms of Reference (Annex **No. 1** to the Regulations) and provisions of the contract (hereinafter referred to as – the **Contract**) (Annex **No. 4** to the Regulations), as well as the requirements of the binding laws and regulations.

2.3. Fulfilment Period of the Contract

The term for the provision of the Service shall be 12 (twelve) months from the date of entry of the Contract into force.

2.4. Announcement of the Tender

The Tender shall be announced by publishing a notification:

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

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

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

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

2.5. Entering Into the Contract

2.5.1. In the conclusion of the Tender the Contracting Authority will enter into a Contract with the tenderer (hereinafter referred to as – **the Tenderer**) whose proposal will meet the requirements of the Contracting Authority and have the lowest price.

2.5.2. Draft Contract has been attached in **Annex No. 4** to the Regulations, and its provisions are binding on the Tenderer while preparing proposal for the Tender.

3. Exchange of Information

3.1. Text of the Regulations shall be published on the Contracting Authority's website, procurement section <https://www.rigasudens.lv/lv/izsludinatie-iepirkumi>.

- 3.2. The interested supplier can submit a written application to the Contracting Authority with a request to explain the Regulations. Submission must be sent by e-mail to the contact person indicated in **Clause 1.2** of the Regulations or by post to the address indicated in **Clause 1.1** of the Regulations. The application should indicate the applicant's details and position, name and surname of the person who signs the application.
- 3.3. If an interested supplier has requested additional information or asked a question regarding the Regulations in a timely manner, the Procurement Commission (hereinafter referred to as – the **Commission**) shall provide answer within 5 (five) business days from the day of receipt of the inquiry or question, but not later than 6 (six) days before the deadline set for the submission of proposals.
- 3.4. If the Contracting Authority provides additional information on the Regulations or has made amendments to the Regulations, it shall post this information on the internet, where the Regulations are available (see **Clause 3.1**).

4. Preparation and Submission of the Proposal

4.1. General provisions

- 4.1.1. The Tenderer shall be obliged to submit the proposal to the Tender before **March 09, 2023 13:00** by sending the proposal electronically to the e-mail address iepirkumi@rigasudens.lv, complying with the drawing up requirements indicated in Clause 4.3 of the Regulations.
- 4.1.2. The Tenderer may not submit versions of the Proposal.

4.2. Language of the Proposal

- 4.2.1. The offer is submitted in Latvian and/or English. During the course of the Tender, correspondence between the Procurement Commission and the Tenderers shall take place in Latvian and/or English. The Tenderer may include documents or descriptions in the proposal in Latvian and/or English; however, documents that have been submitted in a different language, require an appropriately certified translation in Latvian and/or English. The documents must be clearly legible to avoid any doubt and misunderstandings that refer to words and numbers. The documents may not contain any mistakes, insertions, corrections or supplements.
- 4.2.2. Certification of the translation shall include the indication “TRANSLATION IS CORRECT”, signature and full name of the Tenderer's representative, name and date of the place of certification.

4.3. Drawing Up of the Proposal

- 4.3.1. The offer must be drawn up in accordance with the requirements of the Regulations.
- 4.3.2. The Proposal must be signed with secure electronic signature.
- 4.3.3. The Proposal must be “blocked” with a password to prevent opening thereof by the deadline indicated in Clause 4.1.1 of the Regulations. The Tenderer shall be obliged to send a valid password for the opening of the “blocked” document to the e-mail address referred to in Clause 4.1.1. of the Regulations not later than within 15 (fifteen) minutes after the deadline set for opening of the Proposal.

4.4. Procedure for submission of the offer

- 4.4.1. The Tenderer can submit the Proposal starting from the day of announcement of the Tender.
- 4.4.2. The Contracting Authority is not responsible for early opening offers that have not been prepared in compliance with the requirements of the Regulations.
- 4.4.3. The received Tenderers' Proposals shall be registered indicating the date and time of submission thereof.
- 4.4.4. The Proposals submitted in paper format will not be opened and examined and will be returned unopened to the applicant.

4.5. Procedure for Revocation or Amendment of the Submitted Proposals

- 4.5.1. The Proposal may be amended or revoked upon a written notice before the expiry of the time limit set for the submission of proposals indicated in the Regulations. Revocation shall exclude any further participation in the Tender.
- 4.5.2. The Proposal may not be amended after the expiry of the time limit set for the submission thereof. The Tenderers will not be allowed to make any changes to the prices of the submitted proposals after the he expiry of the time limit set for the submission thereof.
- 4.5.3. The proposals submitted to the Tender shall be the Contracting Authority's property, and they shall not be returned to the Tenderers.

5. Sub-contractors and Persons Whose Capabilities the Tenderer Relies On

- 5.1. If it is required for the fulfilment of the procurement contract, the Tenderer may rely on technical and professional capabilities of other persons regardless of the legal nature of mutual relations. In such a case, the Tenderer shall be obliged to prove to the Contracting Authority that it will have the required resources at its disposal by submitting statement of these contractors or agreement on transfer of the required resources at the Tenderer's disposal.
- 5.2. For the purposes of confirmation of professional experience or availability of personnel conforming to the Contracting Authority's requirements, the Tenderer may rely on capabilities of other persons only in case, if such persons will render the services provided for in the procurement contract, the fulfilment of which requires the relevant capabilities.
- 5.3. The Tenderer shall be obliged to specify in the proposal the sub-contractors and sub-contractors hired by the sub-contractors, the value of the construction works to be performed or services to be rendered by which is at least EUR 10, 000 of the procurement contract, and part of the procurement contract to be transferred to each such sub-contractor for execution, if the Tenderer plans to involve such sub-contractors. Total value of the construction works to be performed or services to be rendered by the sub-contractors shall be determined according to Section 68, Paragraph Three of the Law on the Procurements of Public Service Providers (hereinafter referred to as - **LPPSP**).

6. Provisions for the Exclusion of Tenderers

- 6.1. The Tenderer shall be excluded from participation in the Tender in the cases stipulated in Section 48, Paragraph Two of the Law on the Procurements of Public Service Providers (hereinafter referred to as – **LPPSP**). Cases of exclusion of the Tenderers will be verified in accordance with the procedures stipulated in Section 48 of the **LPPSP**.
- 6.2. If the Tenderer or the person referred to in Section 48, Paragraph Three of the **LPPSP** complies with the case of exclusion referred to in Section 48, Paragraph Two of the **LPPSP**, no exclusions stipulated in Section 48, Paragraph Four of the **LPPSP** apply and should be recognised as eligible for the award of the contract, the Tenderer shall, within 10 days from the day of sending of the request, provide explanations and evidence of the compensation for the damage caused or of the agreement reached on the compensation for the damage caused, cooperation with the investigating authorities and the technical, organisational or human resource management measures taken to demonstrate its reliability and to prevent the recurrence of the same and similar cases in the future.
- 6.3. If the Tenderer fails to submit the aforementioned explanation and evidence, the Contracting Authority will exclude the Tenderer from participation in the procurement procedure as complying with the cases of exclusion referred to in Section 48, Paragraph Two of the **LPPSP**.
- 6.4. The Contracting Authority will assess the evidence of reliability provided by the Tenderer in accordance with the procedures stipulated in Section 49, Paragraphs Three, Four and Six of the **LPPSP**.
- 6.5. The Tenderer will be excluded from participation in the procurement procedure, if the Tenderer is subject to the conditions of exclusion referred to in Section 11¹, Paragraph One of the Law on International Sanctions and National Sanctions of the Republic of Latvia (hereinafter referred to

as – the Sanctions Law). Cases of exclusion will be verified in accordance with the procedures stipulated in the Sanctions Law.

7. Documents to be Included in the Proposal

- 7.1. Application for participation in the Tender in accordance with the template attached in **Annex No. 2** to the Regulations, signed by the Tenderer’s signatory or its authorised person.
- 7.2. Power of Attorney, if the Proposal is signed by a Tenderer's authorised person other than the Tenderer's legal representative (signatory). Document attesting authorisation, if the tender is submitted by an association of suppliers and the proposal is not signed by all the members of the association, but the authorised representative thereof.
- 7.3. The Tenderer's qualification documents, which must be submitted in accordance with **Clause 8** of the Regulations.
- 7.4. Technical Proposal prepared in accordance with **Clause 9** of the Regulations.
- 7.5. Financial Proposal prepared in accordance with **Clause 10** of the Regulations.
- 7.6. If the Tenderer relies on the technical and professional capabilities of others to meet the qualification requirements stipulated in the Regulations or intends to involve sub-contractors for the performance of the service, the Tenderer shall be obliged to attach to the proposal templates filled in according to the provisions of the Regulations (**Annex No. 5** and **Annex No. 6** to the Regulations).
- 7.7. Statements and other documents issued by the competent authorities of Latvia in the cases stipulated in the LPPSP shall be accepted and recognised by the Contracting Authority, if they have been issued not earlier than 1 (one) month before the day of submission, but statements and other documents issued by foreign competent authorities shall be accepted and recognised by the Contracting Authority, if they have been issued not earlier than 6 (six) months before the day of submission, unless the issuer of the statement or document has specified a shorter validity period thereof.

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

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

No .	Qualification Requirements	Documents to be Submitted
8.1	The Tenderer (including member of an association of suppliers, general partnership, person whose capabilities the Tenderer relies on) is registered with the Register of Enterprises or equal register in the cases stipulated in foreign regulatory enactments and in accordance with the procedure stipulated in the regulatory enactments – the Tenderer has legal capacity and ability to act.	<p>Regarding the Tenderers registered in the Republic of Latvia, the Contracting Authority shall obtain information on whether a Tenderer is registered according to the requirements of the regulatory enactments from public databases.</p> <p>A foreign tenderer shall be required to certify its registration in accordance with the rules of the country concerned (e.g., by submitting a document issued by a competent authority of the country concerned or by providing a web address of a publicly accessible register where the Contracting Authority can verify the tenderer's registration and by providing a translation of the information on the tenderer's registration).</p> <p>Note: If the Proposal is submitted by a Tenderer, which is an association of suppliers, the Tenderer, if awarded a contract, shall be obliged to register according to the stipulated legal status of its own choice or enter into a Partnership Contract before</p>

No	Qualification Requirements	Documents to be Submitted
		entering into the Procurement Contract. The Partnership Contract must specify the share and nature of the responsibility of each member of the association of suppliers in the performance of the procurement contract, which may be defined as a shared or undivided obligation.
8.2	<p>The Tenderer's official, who has signed the Proposal Documents, shall have the signatory (representation) right.</p> <p>The requirement shall apply also to the general partnership and all the members thereof (if the Proposal is submitted by a general partnership) or all members of an association of suppliers (if the Proposal is submitted by an association of suppliers), as well as to persons the options of which the Tenderer relies on.</p>	<p>The Contracting Authority shall verify in public databases on whether the Tenderer's official, who has signed the Proposal Documents, has the signatory (representation) power.</p> <p>A foreign Tenderer must certify the signature (representation) right of the official signing the Proposal Documents or issuing a power of attorney to sign the Proposal Documents in accordance with the national rules (e.g., by submitting a document issued by a competent national authority or by providing the address of a website of publicly accessible register where the Contracting Authority can verify the signature (representation) rights of the Tenderer's official and by providing a translation of the information on the signatory (representation) right of the Tenderer's official).</p> <p>If the Proposal Documents are signed by a person without the signatory (representation) power, the Tenderer shall be obliged to submit an authorisation issued by the signatory person to another person to sign the Proposal Documents.</p>
8.3	<p>The Tenderer may propose a specialist:</p> <ol style="list-style-type: none"> 1) holding a university degree in engineering (heat, gas and water technology); 2) who has carried out a development of at least one (1) scientific research on the risk assessment of drinking water supplies or on the biological stability of drinking water, or on the monitoring of drinking water quality, or carried out the risk assessment of drinking water supplies in at least one (1) water management company within the last 10 (ten) years (ten full years and the period until the submission of proposals). 	<p>A declaration of availability signed by the specialist proposed by the Tenderer in accordance with the template attached in Annex No. 3 to the Regulations, indicating the information necessary to verify that the requirements specified in Clause 8.3 of the Regulations are met, accompanied by a document attesting the education.</p>

8.4. If the Tenderer is an association of suppliers, the requirements, which apply to the Tenderer's technical and professional capabilities, are applicable to the members of the association of suppliers together, and not to each of them separately.

9. Technical Proposal

9.1. The Technical Proposal must be prepared in accordance with the Technical Specification – Terms of Reference (**Annex No. 1**) and Guidelines for Preparation of the Technical Proposal (**Annex No. 8**).

10. Financial Proposal

10.1. The Financial Proposal must be prepared in accordance with the template attached in **Annex No. 7** to the Regulations.

10.2. When preparing the Financial Proposal, the Tenderer must take into account that the Financial Proposal must include all the possible costs to the extent necessary for full implementation of the Service in accordance with the Regulations, Technical Specification - Terms of Reference, provisions of the Contract and requirements of the applicable laws and regulations.

10.3. The Tenderer may not supplement the Financial Proposal template by new cost items or delete the existing cost items.

10.4. The Financial Proposal must include prices in *euro*, excluding value added tax.

11. Opening of Proposals

11.1. Proposals will be opened on **March 09, 2023 at 13:00** in Riga, at 1 Zigfrīda Annas Meierovica Blvd, Building 3, in the Large Hall.

11.2. Proposals shall be opened in the sequence of receipt.

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

11.4. The prices of the Tenderers' offers, as well as all the information mentioned in the offer opening meeting are recorded in the minutes of the offer opening meeting.

11.5. After the opening of all the proposals, the meeting shall be closed, and further assessment of the proposals shall be performed by the Commission in closed meetings (sittings).

11.6. If a Tenderer demands so, within 5 (five) business days after receipt of the demand, the Procurement Commission shall issue an excerpt of the Minutes of Meeting of the Opening of the Tender Proposals.

12. Assessment of Tenderers and Proposals

12.1. After the opening of the proposals, the Commission:

12.1.1. will select the proposal containing financial proposal drawn up according to the requirements of the Regulations with the lowest offered price by verifying in advance if the financial proposals submitted by the Tenderers do not contain arithmetical mistakes. If the Commission finds arithmetical mistakes in the Tenderer's proposal, the Commission shall correct them. The Commission shall notify the correction of mistakes and the corrected amount of proposal to the Tenderer whose mistakes were corrected. When assessing the financial proposal, the Commission shall take into account the made corrections. If the Tenderer's Financial Proposal does not meet the requirements of the Regulations, the Tenderer's proposal shall be rejected;

12.1.2. will carry out the verification of the proposal, submitted by the Tenderer who has submitted the proposal for the lowest price, concerning whether it is drawn up compliant to the requirements of the Regulations. If drawing up of the proposal contains significant non-compliances with the requirements of the Regulations, the Commission may decide on further non-examination of the tender, provided that non-compliance of the tenderer with the requirements is so significant that it affects assessment of the proposal;

12.1.3. will verify the compliance of the selection documents, submitted by the Tenderer that has submitted a proposal with the lowest price, with the requirements stated in **Sections 7 and 8** of the Regulations. If the Tenderer has not submitted all the necessary selection

documents or if inaccuracies or discrepancies are found in the submitted selection documents, or the Commission has doubts about the legal validity of the document, the Commission may ask the Tenderer to supplement the selection documents or provide an appropriate explanation, or to exclude the Tenderer from further participation in the Tender;

- 12.1.4. Will carry out the verification of the technical proposal of the Tenderer that has submitted a proposal with the lowest price. If the Technical Proposal does not comply with the requirements set forth in the Regulations, the Tenderer's proposal is rejected.
- 12.2. If the Commission establishes that the Tenderer's proposal is unjustifiably cheap, it is rejected. If the Procurement Commission considers the Tenderer's proposal to be abnormally low, the Contracting Authority shall, prior to the possible rejection of such a proposal, request from the Tenderer in writing a detailed explanation on the proposed price or costs according to Section 59 of the Law.
- 12.3. **The winner of the Tender is the Tenderer who has submitted a proposal compliant with the requirements of the Regulations with the lowest price.**
- 12.4. If the Tenderer that has submitted a proposal with the lowest price is recognised as non-compliant with the selection requirements stated in the Regulations or their proposal is recognised as non-compliant with the Regulations or as unjustifiably cheap, the Commission will assess the proposal of the Tenderer that has submitted a proposal with the next lowest price. If also this Tenderer or their proposal is rejected, the Commission will assess the proposal with the next lowest price.
- 12.5. *If, before making a decision on the award of the contract, the Procurement Commission finds that contractual prices offered in financial proposal submitted by at least two tenderers are equal, the Commission shall select the proposal with shorter duration for the provision of the Services.*
- 12.6. The Commission shall perform the verification regarding the cases of exclusion of the Tenderers referred to in Section 48, Paragraph Two of the LPPSP with regard to each of the tenderers, which would be awarded the contracts. Having regard to Section 48, Paragraph Two of the LPPSP, the cases of exclusion will be verified in accordance with the procedure stipulated in Section 48 of the LPPSP.
- 12.7. In order to verify whether the Tenderer which could have been awarded a Contract should not be excluded from participation in the procurement because of the conditions referred to in Section 11¹ of the Law on International Sanctions and National Sanctions of the Republic of Latvia, the Procurement Commission shall act according to the Law on International Sanctions and National Sanctions of the Republic of Latvia. If international sanctions or national sanctions, or sanctions of a Member State of the European Union or North Atlantic Treaty Organisation that affect significant financial and capital market interests have been imposed on the aforementioned Tenderer, such a Tenderer will be excluded from the procurement.

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

13.1. Operation of the Commission

- 13.1.1. The Contracting Authority shall set up a Commission for the performance of the procurement (organisation of the Tender).
- 13.1.2. The Commission meetings are chaired by the Chairperson of the Commission.
- 13.1.3. The Commission shall develop the Tender Regulations, provide additional information on the Regulations and evaluate the Tenderers' proposals.
- 13.1.4. The Commission shall be legally eligible to make decisions, if at least half of the members thereof is present in the sitting.
- 13.1.5. The Commission shall deal with all the matters related to the process of the Tender and its organisation.
- 13.1.6. In addition to other rights specified in the Regulations, the Commission may:
 - 13.1.6.1. request from the Tenderers to clarify the proposal information if it is necessary to verify

- the drawing up of the proposal, select the Tenderers, verify compliance of the proposal, as well as to evaluate the proposals.
- 13.1.6.2. invite specialists or experts with advisory rights to participate in the Commission work. The experts or specialists provide their opinion to the Commission in writing and it is added to the meeting minutes;
 - 13.1.6.3. take a decision regarding the exclusion of the Tenderer from further participation in the Tender, if the Tenderer has not submitted documents in accordance with the Regulations or the documents of proposal do not comply with the requirements specified in the Regulations;
 - 13.1.6.4. after consultations with the Tenderer, to establish that an unreasonably cheap proposal has been submitted;
 - 13.1.6.5. make corrections in the Tenderers' proposals, if arithmetical errors have been established in them;
 - 13.1.6.6. provide answers to the questions of interested suppliers regarding the Regulations;
 - 13.1.6.7. verify the necessary information at a competent institution, public databases or other public sources;
 - 13.1.6.8. if the Commission has any doubts regarding the authenticity of the submitted copy of a document, to request the Tenderer to present the original copy of the document.
- 13.1.7. The Commission shall submit the results of the Tender for the approval of the Contracting Authority's board.

13.2. Rights and Duties of the Contracting Authority

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

14. Rights and Duties of the Tenderers

14.1. Rights of the Tenderers

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

14.2. Duties of the Tenderers

- 14.2.1. The Tenderer shall be fully responsible for compliance of the submitted proposal with the Contracting Authority's requirements included in the Regulations.
- 14.2.2. The Tenderers of the Tender shall be responsible for truthfulness of the submitted data. If verification of the aforementioned data will lead to conclusion that the data submitted by the Tenderer are false, the Tenderer will be excluded from further participation in the Tender.

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

15. List of Sub-contractors

If the Tenderer, which will be awarded a contract, is planning to involve in the fulfilment of the procurement contract sub-contractors the volume of the Services to be transferred to which is less than EUR 10,000 excluding VAT, after awarding of the contract, but not later than upon commencement of fulfilment of the procurement contract, the Tenderer shall be obliged to submit a list of the sub-contractors involved in the provision of Services, specifying name of the sub-contractor, its contact information and authorised person, as far as the aforementioned information is known. If applicable, the Tenderer shall be obliged to specify in the list also the sub-contractors of the sub-contractors.

16. Procedure for the Entering Into the Contract

- 16.1.** The decision shall be announced to the Tenderers in writing within 3 (three) working days as of the day of making of the Contracting Authority's decision on the Tender results.
- 16.2.** If an association of suppliers will be recognised as the winner of the Tender, it shall be obliged to register according to a certain legal status or enter into a partnership contract within 10 (ten) business days after receipt of the relevant Contracting Authority's notice (**Clause 8.1**).
- 16.3.** The winner of the Tender shall be obliged to sign the Contract at the first invitation of the Contracting Authority.
- 16.4.** If the winner of the Tender fails to sign the Contract in accordance with the procedures stipulated in **Clause 16.3** of the Regulations, the Contracting Authority shall be entitled to consider that the winner of the Tender has refused to enter into the Contract and to review results of the Tender accordingly, entering into the Contract with the Tenderer whose proposal complies with the requirements of the Regulations and which has offered the next lowest price or to discontinue the Tender without selecting any Proposal.

Technical Specification - Terms of Reference

1. Description of the current situation

One of the strategic objectives of the LLC (SIA) "Rīgas ūdens" is "To provide users of public water management services with uninterrupted and reliable services" and one of the sub-objectives is to improve the quality of drinking water. Therefore, in the medium term, it is planned to start the implementation of the project "Establishment of a Water Quality Monitoring System in the Riga Water Supply Network".

Despite the fact that water quality monitoring is now required by law, with periodic water sampling at several points in the water pipe distribution network, continuous monitoring of drinking water quality is essential to ensure safe and quality drinking water for consumers. Furthermore, traditional water quality testing techniques can take several hours or even days, which can lead to negative consequences due to long response times. The sharp decline in the overall water consumption of Riga has led to a significant reduction in the flow rate within the network, which contributes to the deterioration of water quality within the network. Although according to the data of the LLC (SIA) "Rīgas ūdens" the iron and turbidity meet the requirements of the Regulation of the Cabinet of Ministers, the water distribution system has a high potential for turbidity.

Directive 2020/2184 of the European Parliament and of the Council *On drinking water quality* entered into effect in 2021, requiring a risk-based approach to water safety, risk assessment of drinking water supplies, etc. The currently applicable Regulation No. 671 of the Cabinet of Ministers of 14 November 2017 "Mandatory Harmlessness and Quality Requirements for Drinking Water, and the Procedures for Monitoring and Control Thereof" allows the use of a drinking water risk assessment in the development of a drinking water monitoring programme. Work on transposing the requirements of Directive 2020/2184 into Latvian national laws and regulations has been commenced nationwide.

2. Term of Reference:

- 2.1. To carry out a risk assessment of the Riga centralised water supply system in accordance with the requirements of Directive 2020/2184 and Regulation No. 671 of the Cabinet of Ministers of 14 November 2017 "Mandatory Harmlessness and Quality Requirements for Drinking Water, and the Procedures for Monitoring and Control Thereof";
- 2.2. To conduct a research on the introduction of an online drinking water quality monitoring system within Riga centralised water supply system, which would include:
 - 2.2.1. Experience from other European (world) water management companies with online monitoring of drinking water quality;
 - 2.2.2. Comparison of online drinking water quality monitoring measuring devices and market research, including economic aspects, operation, etc.;
 - 2.2.3. Assessment of possible drinking water quality parameters to be monitored online by metering devices in external water supply networks. Based on the technical-economic assessment, proposals have been developed for an optimal set of drinking water quality parameters to be monitored online, which would ensure water safety in Riga in accordance with the requirements of Directive 2020/2184 and Regulation of the Cabinet of Ministers No. 671 of 14 November 2017 "Mandatory Harmlessness

and Quality Requirements for Drinking Water, and the Procedures for Monitoring and Control Thereof”;

- 2.2.4. Assessment of the most appropriate technical support for online water quality monitoring measuring devices to the needs of the LLC (SIA) "Rīgas ūdens", including installation, equipment, data transmission, operation, data processing, automation, visualisation and analysis;
- 2.2.5. Development of a schematic plan for the optimal location of measuring points, taking into account supply risks, hydraulic conditions of the water supply network and specific features of the Riga water supply system. Development of proposals also for minimum and maximum solution;
- 2.2.6. Development of an action plan for the implementation of the online drinking water quality monitoring system in the short- and medium-term (if applicable, also in the long-term), prioritising the installation of measurement points and determining implementation costs of the project;
- 2.2.7. Proposals for practical implementation of an online drinking water quality monitoring system in the operational activities and SCADA systems of the LLC (SIA) "Rīgas ūdens", including in situations of online alerts related to drinking water quality;
- 2.2.8. Proposals for a technical specification for the supply and installation of online drinking water quality monitoring measuring devices;

2.3. To re-assess the drinking water quality monitoring programme to include:

- 2.3.1. Assessment of the current drinking water quality monitoring programme;
- 2.3.2. Proposals to improve the drinking water quality monitoring programme of the LLC (SIA) "Rīgas ūdens" through the performed risk assessment and the implementation of online drinking water quality control;

2.4. The research work and all the deliverables contributions must be submitted to the Contracting Authority in **Latvian** in electronic format (text material in *.docx and *.pdf format, tables in *.xlsx format, schematic plan in *.dwg and *.pdf format).

3. Deadline.

- 3.1. The total timeframe for completion of the work is 12 months. The Contracting Authority shall review and comment on the 1st version of each report to the Contractor within 2 (two) weeks from the date of receipt of the report.
- 3.2. Presentation of the research must be ensured **in Latvian (an interpreter may be used)** to the Board of the LLC (SIA) "Rīgas ūdens" and the staff involved in the project implementation within 15 (fifteen) calendar days after harmonisation of the final version of each report to be developed (in accordance with Clause 3.3) with the Contracting Authority.
- 3.3. Reports within the framework of the work are to be developed in **Latvian** and the deadlines set for submission shall be as follows:

1	Risk assessment of the Riga centralised water supply system, Version 1	5 months after the entry of the procurement contract into effect
	Final version of the risk assessment of the Riga centralised water supply system, following the submission of the Contracting Authority's comments, as well as presentation of the risk assessment to the Board and the staff involved in the project implementation.	6 months after the entry of the procurement contract into effect

2	Research on the introduction of an online drinking water quality monitoring system within Riga centralised water supply system, Version 1	10 months after the entry of the procurement contract into effect
	Research on the introduction of an online drinking water quality monitoring system within Riga centralised water supply system, final version, following the submission of the Contracting Authority's comments, as well as presentation of the research to the Board and the staff involved in the project implementation.	12 months after the entry of the procurement contract into effect
3	Assessment of drinking water quality monitoring programme and development of proposals, Version 1	10 months after the entry of the procurement contract into effect
	Assessment of drinking water quality monitoring programme and development of proposals, final version, following the submission of the Contracting Authority's comments, as well as presentation of the assessment to the Board and the staff involved in the project implementation.	12 months after the entry of the procurement contract into effect

4. The Contracting Authority may provide the Contractor with such an information **in Latvian** upon a separate request:
- Information on the Riga centralised water supply system;
 - Information on the Contracting Authority's drinking water quality monitoring programme;
 - Information on the Contracting Authority's SCADA systems;
 - Information on the Contracting Authority's organisation of works regarding operational matters;
 - Information from the computer model calculations of the Riga centralised water supply system;
 - Data from the Contracting Authority's online flow and pressure monitoring system;
 - Necessary hydraulic calculations with a computer model of the Riga centralised water supply system, which is technically feasible. Results of the specific hydraulic calculations will be submitted by the Contracting Authority to the Contractor within 1 month from the Contractor's request for modelling.

Template of the Application for Participation in the Open Tender

APPLICATION FOR PARTICIPATION IN THE OPEN TENDER

1. By submitting this application, <Tenderer's name, registration number> (hereinafter referred to as – the Tenderer) applies for participation in the Open Tender "Research on the Establishment of a Water Quality Monitoring System in the Riga Water Supply Network", procurement identification No. RŪ-2023/36 (hereinafter referred to as – the Open Tender), organised by the LLC (SIA) "Rīgas ūdens".
2. We offer to perform the Services specified in the Regulations of the Open Tender in accordance with the provisions of the Regulations of the Open Tender and requirements of the binding laws and regulations.
3. We acknowledge that, if our proposal will be accepted, we will perform the Services within <number of months (maximum 12 months)> months from the date of entry of the procurement contract into effect.
4. We acknowledge that:
 - 3.1. all the information provided in the proposal is correct;
 - 3.2. <Tenderer's name, registration number> is not subject to the exclusion conditions specified in Section 48, Paragraph Two of the Law on the Procurements of Public Service Providers;
 - 3.3. <Tenderer's name, registration number> is not subject to the exclusion conditions specified in Section 11¹, Paragraph One of the Law on International Sanctions and National Sanctions of the Republic of Latvia;
 - 3.4. We have familiarised ourselves with the information necessary for the preparation of proposal for the open tender and provision of the Services specified in the Regulations of the Open Tender;
 - 3.5. Requirements and conditions of the Regulations of the Open Tender are clear and understandable;
 - 3.6. We are aware of the specific character and volume of the Services specified in the Regulations of the Open Tender,
 - 3.7. We have appropriate resources at our disposal for the performance of the Services specified in the provisions of the Regulations of the Open Tender within the time limit and in the volume specified in the Regulations of the Open Tender.
4. The Tenderer's contact person: <name, surname, position, phone number, e-mail address>.

<Tenderer's name and registration number>

<Tenderer's registered office and mail address, telephone number, e-mail address>

<Tenderer's banking details>

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

<Signature>

<Date, place>

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

Template of the Declaration of Availability of a Specialist

DECLARATION OF AVAILABILITY OF A SPECIALIST

If a contract on research on the establishment of a water quality monitoring system in the Riga water supply network will be entered into with <Tenderer's name, registration number> as a result of the Open Tender "Research on the Establishment of a Water Quality Monitoring System in the Riga Water Supply Network" (procurement identification No. RŪ-2023/36; hereinafter referred to as - the Open Tender), I undertake to perform the duties of a specialist.

I acknowledge that I have experience in conducting scientific researches on <risk assessment of drinking water supplies><biological stability of drinking water><monitoring of drinking water quality>or <carrying out risk assessment of drinking water supplies at a water management company> and am familiar with the relevant drinking water supply and water microbiological processes, as evidenced by information available in scientific publications¹:

Item	Brief description of the scientific research or publication	Title of the scientific research or publication	Year and month of commencement and completion of the scientific research	Website or information on where the scientific research or publication is available
1	<...>	<...>	<...>	<...>
<...>	<...>	<...>	<...>	<...>

<Name, surname>

<Date, signature>

¹ Information attesting conformance of the specialist's experience to the requirement of Clause 8.3 of the Regulations must be specified.

Draft Contract**Contract No. _____****on Research on the Establishment of a Water Quality Monitoring System in the Riga Water Supply Network** (procurement procedure No. RŪ-2023/36)

DATE OF SIGNING SHALL BE THE DATE OF THE LAST AFFIXED SECURE ELECTRONIC SIGNATURE AND TIME STAMP THEREOF

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

1 Terms Used in the Contract

- 1.1. Service – service of research on the establishment of a water quality monitoring system in the Riga water supply network provided by the Contractor in accordance with the procedures stipulated in the Contract in accordance with the Terms of Reference attached as Annex No. 1.
- 1.2. Proposal - the Contractor's proposal for the Employer's Open Tender "Research on the Establishment of a Water Quality Monitoring System in the Riga Water Supply Network", procurement identification No. RŪ-2023/36.
- 1.3. Act - an act on the performance of the Service (separately for each stage of the Services as specified in the Terms of Reference) prepared by the Contractor and signed by the Parties. The Report must contain the following information:
 - 1.3.1. Contract number and date;
 - 1.3.2. name of the Service provided, the date of actual performance, deliverables referred to in the Terms of Reference (hereinafter referred to as - the "Deliverables");
 - 1.3.3. value of the Service provided;
 - 1.3.4. an indication as to whether the Service provided is in accordance with the provisions of the Contract;
 - 1.3.5. Place and time of signing of the Report.

2 Subject-matter of the Contract

- 2.1. The Contractor undertakes to provide the Services to the Contracting Authority in accordance with the Contracting Authority's Terms of Reference and the Proposal, including the preparation of the Deliverables, in accordance with the procedures stipulated in the binding laws and regulations.
- 2.2. The Contracting Authority undertakes to pay to the Contractor for the provided Service in accordance with the procedures and in the amount stipulated in the Contract.

3 Procedures for the Provision of the Services

- 3.1. The Contractor undertakes to provide the Services in a professional manner, as an honest and careful manager, involving using the specialists specified in the Contractor's Proposal. If necessary, the Contractor shall be entitled to involve other Contractor's specialists in the performance of the Services, whose involvement in the performance of the Services shall be agreed with the Contracting Authority's authorised person.
- 3.2. During the provision of the Services, the Contractor undertakes to comply with the instructions of the Contracting Authority and the Contracting Authority's authorised persons in accordance with the Contract and the applicable laws and regulations.
- 3.3. The Contractor undertakes to perform the stages of the Services within the time limits specified in the Terms of Reference, including by transfer of the Deliverable to the Contracting Authority.

or a promissory note in the amount of the prepayment with the text being harmonised in advance with the Contracting Authority, issued by an insurance company authorised to provide insurance services in a Member State of the European Union or the European Economic Area. The guarantee must clearly state that it is subject to the Uniform Rules on Demand Guarantees No. 758 issued by the International Chamber of Commerce (“ICC Uniform Rules for Demand Guarantees”, ICC Publication No. 758). All matters not regulated by the above-mentioned regulations shall be regulated by the law of Latvia.

- 4.8. The prepayment guarantee must be valid from the date of issue until the shorter term of the following:
 - 4.8.1. until the date of signing of the Acts of Completion of all stages of the Services;
 - 4.8.2. 45 (forty-five) calendar days after the end of the period for the performance of all stages of the Services. If the Act for all stages of the Services is not signed within this period, the Contractor shall be obliged to timely extend the validity term of the guarantee for prepayment and to submit such a guarantee to the Contracting Authority during the validity period of the guarantee.

5 Resolution of Disputes and Liability

- 5.1. The Contract shall be interpreted in accordance with the applicable laws and regulations of the Republic of Latvia.
- 5.2. The Parties shall resolve all the disputes and disagreements arising from the Contract or affecting it or breach, termination or invalidity thereof by the means of negotiation. If the Parties have failed to reach an agreement on a solution through negotiations, the dispute shall be resolved in accordance with the procedures stipulated in the binding laws and regulations.
- 5.3. The Contractor shall assume full responsibility for the quality of the Services, including compliance thereof with the applicable laws and regulations, and shall undertake, at the first request of the Contracting Authority, to promptly remedy any deficiencies and compensate the Contracting Authority and third parties for direct damages caused by the Contractor's actions or by poor quality of the Services.
- 5.4. Acceptance of the Services by the Contracting Authority shall not relieve the Contractor of its obligation to remedy, at its own expense, all the deficiencies and inaccuracies in the Services subsequently discovered.
- 5.5. For any delay in the deadlines specified in Clause 3.3 of the Contract, the Contracting Authority shall be entitled to claim from the Contractor a contractual penalty in the amount of 0.1% (one tenth of a percent) of the price of the particular delayed stage of the Services for each calendar day of delay, but not exceeding 10% (ten percent) of this price. The Contracting Authority shall be entitled to deduct the amount of the contractual penalty referred to in the Contract from the monies due to the Contractor under the Contract. Payment of the contractual penalty does not relieve the Contractor of performance of the contractual obligations
- 5.6. The Contracting Authority may not claim contractual penalty if the performance of the obligations under the Contract has been prevented by objective circumstances the Parties were not able and supposed to foresee, as well as if the Parties were unable to affect the unfavourable consequences of these circumstances.

6. Copyright

- 6.1. The Parties shall negotiate their copyright relations in accordance with the laws and regulations of Latvia.
- 6.2. By signing the Contract, the Contractor grants to the Contracting Authority the exclusive right to acquire all the material copyrights related to the Deliverables.
- 6.3. The Deliverable transferred to the Contracting Authority shall become the property of the Contracting Authority upon payment to the Contractor for Services duly provided.

7. Validity Term of the Contract

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

- 7.2. The Parties shall have the right to modify the time limit for the provision of the Services by a mutual agreement.
- 7.3. If the Contractor unjustifiably and because of its own fault delays the deadline for the provision of stages of the Services for more than 15 (fifteen) days or significantly breaches other provisions of the Contract, the Contracting Authority shall be entitled to unilaterally withdraw from the Contract.
- 7.4. The Parties shall be entitled to unilaterally terminate the Contract, if:
 - 7.4.1. an application has been submitted to the court regarding declaration of the other Party as insolvent;
 - 7.4.2. any notification, certification or guarantee of the other Party mentioned in the Contract proved to be false, incorrect or misleading in any aspect;
 - 7.4.3. any state or other licence, permit, registration certificate, consent or power of attorney necessary for the Party for performance of obligations mentioned herein or in other contracts in relation to this Contract has been revoked or is not maintained in valid status;
- 7.5. The Contracting Authority shall be entitled to unilaterally withdraw from the Contract, if fulfilment of the Contract is impossible because the Contractor is subject to international or national sanctions or sanctions of a Member State of the European Union or North Atlantic Treaty Organisation that affect significant financial and capital market interests according to the Law on International Sanctions and National Sanctions of the Republic of Latvia.

8. Force Majeure

- 8.1. The Parties shall be released from responsibility for failure to execute the Contract in part or fully, if such a failure to perform the Contract has resulted from force majeure, which occurred after the entry into the Contract and which the Parties were not able to foresee and prevent by reasonable means. Such circumstances shall include fires, earthquakes, other natural disasters, military activity, activities of institutions of the public power and administration, court judgements and any other circumstances beyond reasonable control of the Parties.
- 8.2. In case of force majeure, the time limit determined for the performance of the obligations of the Parties shall be extended by the period of such circumstances and their consequences.
- 8.3. If duration of force majeure circumstances and their consequences exceeds 10 (ten) calendar days or, upon occurrence of such circumstances, it becomes clear that such circumstances and their consequences will last for over 10 (ten) calendar days, the Parties shall agree on continuation of the contractual relations taking into account the aforementioned circumstances or termination of the Contract.

9. Other Provisions

- 9.1. The Party undertakes to warn the other Party immediately on changes in its details, postal address or registered office. The Parties agree that they shall not be entitled to assign or otherwise transfer any rights or obligations specified in the Contract to third parties without the other Party's prior written consent.
- 9.2. Information contained in the Contract or obtained by the Parties in relation to the Contract (regarding prices, warranties and such), is to be considered business secret, and it may be disclosed to other person solely with a written consent of the other Party. The aforesaid shall not apply to the case, when disclosure of information is required by the applicable laws of the Republic of Latvia. If any of the Parties has unlawfully disclosed the information, which is to be considered as business secret in accordance with this Contract, thus causing losses to the other Party, the latter shall be entitled to claim for compensation for the direct losses caused by such an unlawful disclosure of the information.
- 9.3. Expiry of the Contract on any grounds shall not release the Parties from performance of the undertaken obligations. The Contract shall be binding on the Parties legal successors.
- 9.4. All the supplements and changes to the Contract shall be valid only after their drawing up in writing and signing by both Parties.

- 9.5. The person authorised by the Contracting Authority to perform the duties referred to in the Contract, issue the necessary documents to the Contractor, coordinate the replacement of the Contractor's specialists and accept the stages of the Services by signing the Acts is _____.
- 9.6. The Contracting Authority's contact in relation to fulfilment of the Contract is _____. The Contractor shall send all the notices related to the performance of the Contract to the e-mail address specified in this Clause.
- 9.7. The Contractor's contact in relation to fulfilment of the Contract is _____. The Contracting Authority and the Contracting Authority's authorised person shall send all the notices related to the performance of the Contract to the e-mail address specified in this Clause.
- 9.8. The Contract has been drawn up electronically on _____ pages with Annex No. 1 (Terms of Reference) on _____ pages and Annex No. 2 (Contractor's Proposal) in a separate file.

8. Signatures and details of the Parties

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

Information on Persons Whose Capabilities the Tenderer Relies On and Confirmation Templates

INFORMATION ON THE PERSONS WHOSE CAPABILITIES THE TENDERER RELIES ON

<Tenderer's name, registration number> (hereinafter referred to as - the Tenderer) confirms that, within the framework of the Open Tender "Research on the Establishment of a Water Quality Monitoring System in the Riga Water Supply Network" (procurement identification No. RŪ-2023/36; hereinafter referred to as - the Open Tender), it relies on the capabilities of the following persons to confirm its compliance with the requirements set for the selection of tenderers in the procurement procedure documents:

No	Name and registration number of the person whose capabilities the Tenderer relies on	Amount and content of the transferable qualification requirements the Tenderer relies on
1	<...>	<...>
<...>	<...>	<...>

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

STATEMENT OF THE PERSON WHOSE CAPABILITIES THE TENDERER RELIES ON

<Name and registration number of the person whose capabilities the Tenderer relies on> hereby certifies that:

1. <Name and registration number of the person whose capabilities the Tenderer relies on> agrees to participate in the Open Tender "Research on the Establishment of a Water Quality Monitoring System in the Riga Water Supply Network", procurement identification No. RŪ-2023/36, organised by the LLC (SIA) "Rīgas ūdens" (hereinafter referred to as - the Contracting Authority), as a person whose capabilities <Tenderer's name, registration number> (hereinafter referred to as - the Tenderer) relies on.
2. Within the framework of the Open Tender, the Tenderer is allowed to rely on <amount and content of the transferable qualification requirements, specialists' names, surnames and positions in the contract>.
3. If the Tenderer is awarded the procurement contract, the person assumes to transfer to the Tenderer the following resources: <Brief description of the transferable resources, for example, financial resources, specialists and/or technical equipment>.
4. <Name and registration number of the person whose capabilities the Tenderer relies on> is not subject to the exclusion conditions referred to in Section 48, Paragraph Two of the Law on the Procurements of Public Service Providers.
5. All the provided information is true.

<Name, surname and position of the signatory or authorised person of the person which is relied on>
 <Signature>
 <Date, place>

Information on Sub-contractors and Confirmation Templates

INFORMATION ON SUB-CONTRACTORS

If a procurement contract will be entered into with the Tenderer <Tenderer's name, registration number> as a result of the Open Tender "Research on the Establishment of a Water Quality Monitoring System in the Riga Water Supply Network" (procurement identification No. RŪ-2023/36), the following services forming the composition of the Contract will be delegated to sub-contractors²:

Sub-contractor's name and registration number	Amount of the transferable share of services (% of the total price)	Brief description of the share of services to be rendered by the sub-contractor
<...>	<...>	<...>
<...>	<...>	<...>

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

<Signature>

<Date, place>

SUB-CONTRACTOR'S STATEMENT

<Sub-contractor's name, registration number and registered office> hereby certifies that:

- <Sub-contractor's name, registration number> agrees to participate in the Open Tender "Research on the Establishment of a Water Quality Monitoring System in the Riga Water Supply Network", procurement identification No. RŪ-2023/36, organised by the LLC (SIA) "Rīgas ūdens" (hereinafter referred to as - the Contracting Authority), as a sub-contractor of <Tenderer's name, registration number> (hereinafter referred to as - the Tenderer).
- If the Tenderer is awarded the procurement contract, the sub-contractor undertakes: to render the following services: <Brief description of the services according to the content of amount of the transferable services>; and to transfer to the Tenderer the following resources: <Brief description of the resources transferable to the Tenderer (specialists and/or technical equipment)>.
- <Sub-contractor's name, registration number> is not subject to the conditions and events of exclusion referred to in Section 48, Paragraph Two of the Law on the Procurements of Public Service Providers³,
- We acknowledge that all the provided information is true.

<Name, surname, position of the Sub-contractor's signatory or authorised person >

<Signature>

<Date, place>

² Subcontractors and subcontractors hired by subcontractors, if any, the value of the Services to be provided by which is at least EUR 10,000.

³ Indicate if the value of the Services to be performed by the subcontractor is at least EUR 10,000.

Template of the Financial Proposal

FINANCIAL PROPOSAL

By submitting a financial proposal for the Open Tender “Research on the Establishment of a Water Quality Monitoring System in the Riga Water Supply Network”, procurement identification No. RŪ-2023/36, <Tenderer's name, registration number> hereby offers to carry out a research on the establishment of a water quality monitoring system in the Riga water supply network at the following costs, which include all the costs related to the performance of the services, including taxes and duties, excluding value added tax:

Item	Service	Service price, EUR excluding VAT
1	Risk assessment of the Riga centralised water supply system	<...>
2	Research on the implementation of an online drinking water quality monitoring system in the Riga centralised water supply system	<...>
3	Assessment of drinking water quality monitoring programme and development of proposals	<...>
4	Presentations of assessments	<...>
Total, excluding VAT:		<...>

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

<Signature>

<Date, place>

Guidelines for Preparation of the Technical Proposal

Subject to the requirements specified in the Technical Specification, the Tenderer is obliged to include the following minimum information to demonstrate its ability to provide the service in good quality and timely manner:

- 1 Description of the service:
 - a. a list and description of the works and activities proposed and to be carried out to provide the service, describing their interrelationship and interaction;
 - b. the planned working methods (including the principles for organising meetings and obtaining data), giving the reasons for their choice;
 - c. availability of the resources needed to perform the service.
- 2 A description of the Tenderer's staff and organisation of work:
 - a. division of responsibilities of the specialists involved in the performance of service, scope of work, indicating specific tasks, decision-making process, organisation of work;
 - b. if necessary, the procedure for involvement of additional experts necessary for the provision of the services and their role.
- 3 Description of cooperation with the Contracting Authority and other involved parties.
- 4 Description of the main risks and assumptions for the provision of the service, risk management measures.
- 5 Detailed timetable for the execution of the service, indicating the total duration of completion of all stages of the contract, expanded timetable of activities (broken down by terms of reference of the Technical Specification), the time for the development, submission and approval of deliverables, in accordance with the requirements set out in the Technical Specification. The developed timetable should provide assurance that the deliverables will be submitted in accordance with the requirements stipulated in the Technical Specification.