

Approved at the  
sitting of the Procurement Commission of the  
LLC (SIA) "Rīgas ūdens" on 21.12.2023  
Minutes No. 1

**REGULATIONS OF THE OPEN TENDER**

**"SUPPLY OF CHLORINE"**

**(identification No. RŪ-2023/250)**

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## **1. Data on the Contracting Authority**

**1.1.** The Open Tender “Supply of chlorine”, procurement identification No. RŪ-2023/250 (hereinafter referred to as – the **Tender**) is organised by the LLC (SIA) “Rīgas ūdens” (hereinafter referred to as – the **Contracting Authority**).

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

Reg. No.: 40103023035

Telephone: 67088555

E-mail address: [rigasudens@rigasudens.lv](mailto:rigasudens@rigasudens.lv)

Home page: [www.rigasudens.lv](http://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 Arnis Kalekaurs, Senior Procurement Specialist of the Procurement Management Division of the LLC (SIA) “Rīgas ūdens”, telephone +371 67088428, e-mail address: [Arnis.Kalekaurs@rigasudens.lv](mailto:Arnis.Kalekaurs@rigasudens.lv).

## **2. General Information**

### **2.1. Purpose of the Tender**

Purpose of the Tender is to determine a supplier complying with the requirements of the Regulations of the Tender (hereinafter referred to as – the **Regulations**) which will ensure Supply of chlorine (hereinafter referred to as – the **Product**).

### **2.2. Subject-matter of the Tender**

2.2.1. Subject-matter of the Tender is supply of the Product, whose technical specification is included in **Annex No. 2**, in accordance with the provisions of the draft procurement contract (hereinafter referred to as – **the Contract, Annex No. 4**).

2.2.2. Supply amount – 70 (seventy) tons. The Contracting Authority orders the Products within 24 (twenty-four) months as from coming into force of the procurements contract, on the basis of separate Orders.

2.2.3. Term of a separate Supply – not more than 14 (fourteen) days as from the day of placing the Order.

2.2.4. Information about containers presently available to the Contracting Authority and their fastenings has been attached in **Annex No. 7**.

### **2.3. Announcement of the Tender**

The Tender shall be announced by publishing a notification:

2.3.1. On the internet portal [www.iepirkumi.lv](http://www.iepirkumi.lv);

2.3.2. In the procurement section of the Contracting Authority's home page <https://www.rigasudens.lv/lv/izsludinatie-iepirkumi>;

2.3.3. On the electronic procurement system [www.eis.gov.lv](http://www.eis.gov.lv).

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

### **2.4. Entering Into the Contract**

2.4.1. As a result of the Tender, the Contracting Authority will enter into a Contract with the tenderer (hereinafter referred to as – **the Tenderer**), the proposal of which will correspond to the requirements of the Contracting Authority and will have the lowest price.

2.4.2. The Draft Contract has been attached in **Annex No. 4** to the Regulations, and the provisions thereof are binding to the Tenderer, when preparing proposal for the Tender.

## **3. Exchange of Information**

**3.1.** The text of the Regulations shall be published in the procurement section of the Contracting Authority’s home page <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 to e-mail address

[Arnis.Kalekaurs@rigasudens.lv](mailto:Arnis.Kalekaurs@rigasudens.lv) 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 submit its proposal to the Tenderer by January 12h, 2024 at 11:00 by sending the proposal electronically to the e-mail address [iepirkumi@rigasudens.lv](mailto:iepirkumi@rigasudens.lv) in compliance with the requirements of the drawing up of the proposal specified in **Clause 4.3 of the Regulations**.
- 4.1.2. Tenderer may not submit variants 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 Proposal 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** no 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. 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 for the Tender shall be the Contracting Authority's property, and they shall not be returned to the Tenderers.

## **5. Provisions for the Exclusion of Tenderers**

**5.1.** The Tenderer shall be excluded from participation in the Tender in such cases:

5.1.1. on the last day of the time limit for the submission of Tender or on the day when the decision is taken to possibly award the procurement contract, the Tenderer has tax debts, including mandatory State social insurance payments, in Latvia and in the country in which it is registered or in which the permanent place of residence is located (if it is not registered in Latvia or if the permanent place of residence is outside Latvia), the total amount of which exceeds EUR 150 in each country;

5.1.2. insolvency proceedings have been declared for the Tenderer, the economic activity of the Tenderer has been suspended, the Tenderer is being liquidated;

5.1.3. the Tenderer is subject to the conditions of exclusion referred to in Section 11<sup>1</sup>, 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.

**5.2.** The conditions mentioned in clauses 5.1.1 and 5.1.2 of the regulations for participation in the procurement procedure apply to the Tenderer (if the tenderer is a natural or legal person) and each member of the consortium (if the proposal is submitted by a consortium) or each participant in the association (if the proposal is submitted by an association), individuals on whose capabilities the Tenderer relies to demonstrate that the qualifications of the Tenderer meet the qualification requirements (hereinafter referred to as the Person on whose capabilities the Tenderer relies), and subcontractors whose value of work performed or services provided is at least 10,000 euros.

## **6. Documents to be Included in the Proposal**

**6.1.** Application for participation in the Tender in accordance with the template attached in **Annex No. 2**, signed by the Tenderer's signatory or its authorised person.

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

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

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

**6.5.** 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 to meet the qualification requirements set in the Regulations, the Proposal must be accompanied by a completed form attached in **Annex No. 5** and **Annex No. 6 to the Regulations**.

**6.6.** The Contracting Authority will accept and recognize statements and other documents issued by competent Latvian institutions if issued no earlier than 1 (one) month before the submission date. Statements and other documents issued by foreign competent institutions will be accepted and recognized by the Contracting Authority if issued no earlier than 6 (six) months before the submission date, unless the issuer of the statement or document has indicated a shorter validity period..

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

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

<b>No.</b>	<b>Qualification Requirements</b>	<b>Documents to be Submitted</b>
<b>7.1</b>	The Tenderer (including member of an association of suppliers, general	Regarding the Tenderers registered in the Republic of Latvia, the Contracting Authority

<b>No.</b>	<b>Qualification Requirements</b>	<b>Documents to be Submitted</b>
	<p>partnership, person whose capabilities the Tenderer relies on) is registered with the Register of Enterprises or equal register in the cases stipulated in foreign regulatory enactments and in accordance with the procedure stipulated in the regulatory enactments – the Tenderer has legal capacity and ability to act.</p>	<p>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 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.</p>
7.2	<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) right, the Tenderer shall be obliged to submit an authorisation issued by the signatory person to another person to sign the Proposal Documents.</p>

No.	Qualification Requirements	Documents to be Submitted
7.3	The Tenderer is the manufacturer of the Products, or the manufacturer of the Products has granted to the Tenderer rights to supply the Products to the Tenderer.	A power of attorney, contract or other document of the manufacturer of the Products offered by the Tenderer confirming that the Tenderer is entitled to distribute the manufacturer's products, unless the Tenderer itself is the manufacturer of the Products. If the Tenderer relies on the capabilities of another person to demonstrate compliance with <b>Clause 7.3</b> of the Regulations, the Tenderer shall submit information and a declaration in accordance with the template attached in <b>Annex No. 5</b> to the Regulations.
7.4	During the last 3 years (from the day of submitting the offer), the Tenderer has experience in supply of the Products equal to the subject-matter of the procurement to at least 2 (two) contracting authorities, each not less than 5 (five) tons of Goods in one delivery.	Completed and signed list of the Tenderer's experience in accordance with the template attached in <b>Annex No. 3</b> of the Regulations. The aforementioned template must indicate the information, which allows for verification of compliance with the requirements of <b>Clause 7.4</b> of the Regulations.

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

## 8. Technical and Financial Proposal

8.1. The Technical Offer and Financial Offer that have been prepared in compliance with the forms attached in **Annex No. 2**.

The applicant is not entitled to make corrections to the template of the Technical and Financial Proposal, supplement it with new cost items or delete existing cost items. Prices must be indicated for each cost item. In the financial offer, the prices must be indicated in euros without value added tax (VAT) to two decimal places.

8.2. Safety data sheet certified by the Tenderer for the offered Product (in compliance with regulatory enactments of the European Union).

## 9. Opening of Proposals

9.1. Proposals will be opened on January 12th, 2024 at 11:00 in Riga, at 1 Zigfrīda Annas Meierovica Blvd, Building 3.

9.2. Proposals will be opened in the order of receipt of the proposals.

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

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

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

## 10. Assessment of Tenderers and Proposals

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

10.1.1. will select the proposal containing a Financial Proposal with the lowest price, drawn up according to the requirements of the Regulations, assessing the Financial Proposal in advance and checking the Tenderer's Financial Proposals for 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 Financial Proposal is not submitted or does not comply with the requirements set forth in the Regulations, the Tenderer's Proposal is rejected;
- 10.1.2. carries 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;
  - 10.1.3. 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 6 and 7** 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;
  - 10.1.4. Will carry out the verification of the technical proposal of the the Tenderer that has submitted a proposal with the lowest price. Only the proposal that completely complies with the requirements of the technical specification (Annex No. 2) and the requirements for preparing a technical proposal stated in the Regulations will be considered as valid. If the technical proposal does not comply with the requirements set forth in the Regulations, the Tenderer's proposal is rejected.
  - 10.2.** 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, prior to the possible rejection of such a Proposal, the Contracting Authority shall request from the Tenderer written detailed explanation on the proposed price or costs according to Section 59 of the the Law on the Procurements of Public Service Providers (hereinafter referred to as – LPPSP).
  - 10.3. The winner of the Tender is the Tenderer who has submitted a proposal compliant with the requirements of the Regulations with the lowest price.**
  - 10.4.** When assessing the proposal, the Commission shall take into account the total price of the Proposal, excluding VAT for Orders of 2024, 2025 and 2026.
  - 10.5.** The Commission, regarding the Tenderer eligible for contract award, as well as individuals on whose capabilities the Tenderer relies and subcontractors whose value of work or services is at least 10,000 euros, checks the State Revenue Service's publicly available debtor registry to verify if these individuals have tax arrears exceeding 150 euros on the last day of the tender submission or the day when a decision is made on the possible award of the contract. If tax arrears exceed 150 euros, the Commission acts analogously to the provisions of LPPSP Article 48, part 5, point c) and the regulations of part 6. In the event that a person on whose capabilities the Tenderer relies or a subcontractor whose value of work or services is at least 10,000 euros exceeds tax debts of 150 euros, the Commission acts analogously to the provisions of LPPSP Article 49, part 5.
  - 10.6.** The Commission, concerning the Tenderer eligible for contract award, as well as individuals on whose capabilities the Tenderer relies and subcontractors whose value of work or services is at least 10,000 euros, requests certificates from competent institutions confirming that the mentioned individuals are not undergoing insolvency proceedings, their economic activities are not suspended, or they are not being liquidated. These certificates are not required if the Commission can obtain the information from publicly available databases. If it is discovered that a person on whose capabilities the Tenderer relies or a subcontractor whose value of work or services is at least 10,000 euros is undergoing insolvency proceedings, has suspended its economic activities, or is being liquidated, the Commission acts analogously to the provisions of LPPSP Article 49, part 5.



- 10.7. The Commission, regarding the Tenderer eligible for contract award, takes action in accordance with the Sanctions Law to verify whether it is not excluded from participating in the procurement due to the circumstances mentioned in Article 11.1 of the Sanctions Law. If international or national sanctions, or significant European Union or North Atlantic Treaty Organization member state sanctions affecting financial and capital markets, delaying the performance of the Contract, are imposed on the mentioned Tenderer, it will be excluded from the procurement.
- 10.8. If the Tenderer or the person on whose capabilities the Tenderer relies is a legal entity, the certificates must be submitted for the legal entity and all members of the legal entity. If the Tenderer or the person on whose capabilities the Tenderer relies is an association of persons, certificates must be submitted for all members of the association.
- 10.9. If the required certificates are not issued in a foreign country, they can be replaced by an affidavit or, if an affidavit is not provided for in the legislative acts of the relevant country, by a statement from the Tenderer or the person on whose capabilities the Tenderer relies, affirmed before a competent executive or judicial authority, a sworn notary, or a competent organization in the country of registration (permanent residence).
- 10.10. 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 Contracting Authority shall select the proposal of the tenderer stipulating a shorter delivery period of the Products. In the event that the delivery period offered by the two tenderers is the same, the Contracting Authority shall draw lots by inviting representatives of the Tenderers whose submitted proposals have the same evaluated price. If the representatives of the Tenderers do not appear at the time of the lot drawing after having been invited to do so, the Customer shall conduct the lot drawing without the presence of the representatives of the Tenderers.
- 10.11. 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.

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

### **11.1. Operation of the Commission**

- 11.1.1. The Contracting Authority shall set up a Commission for the performance of the procurement (organisation of the Tender).
- 11.1.2. The Commission meetings are chaired by the Chairperson of the Commission.
- 11.1.3. The Commission shall develop the Tender Regulations, provide additional information on the Regulations and evaluate the Tenderers' proposals.
- 11.1.4. The Commission shall be legally eligible to make decisions, if at least half of the members thereof is present in the sitting.
- 11.1.5. The Commission shall deal with all the matters related to the process of the Tender and its organisation.
- 11.1.6. In addition to other rights specified in the Regulations, the Commission may:
  - 11.1.6.1. request from the Tenderers to clarify the proposal information if it is necessary to verify the drawing up of the proposal, select the Tenderers, verify compliance of the proposal, as well as to evaluate the proposals.
  - 11.1.6.2. invite specialists or experts with advisory rights to participate in the Commission work. The experts or specialists provide their opinion to the Commission in writing and it is added to the meeting minutes;
  - 11.1.6.3. take a decision regarding the exclusion of the Tenderer from further participation in the Tender, if the Tenderer has not submitted documents in accordance with the Regulations or the documents of proposal do not comply with the requirements specified in the Regulations;

- 11.1.6.4. after consultations with the Tenderer, to establish that an unreasonably cheap proposal has been submitted;
  - 11.1.6.5. make corrections in the Tenderers' proposals, if arithmetical errors have been established in them;
  - 11.1.6.6. provide answers to the questions of interested suppliers regarding the Regulations;
  - 11.1.6.7. verify the necessary information at a competent institution, public databases or other public sources;
  - 11.1.6.8. if the Commission has any doubts regarding the authenticity of the submitted copy of a document, to request the Tenderer to present the original copy of the document.
- 11.1.7. The Commission shall submit the results of the Tender for the approval of the Contracting Authority's board.

## **11.2. Rights and Duties of the Contracting Authority**

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

## **12. Rights and Duties of the Tenderers**

### **12.1. Rights of the Tenderers**

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

### **12.2. Duties of the Tenderers**

- 12.2.1. The Tenderer shall be fully responsible for compliance of the submitted proposal with the Contracting Authority's requirements included in the Regulations.
- 12.2.2. The Tenderers of the Tender shall be responsible for truthfulness of the submitted data. If verification of the aforementioned data will lead to conclusion that the data submitted by the Tenderer are false, the Tenderer will be excluded from further participation in the Tender.
- 12.2.3. Any attempt by the Tenderer to influence the Contracting Authority or its representative in the process of examination, clarification and assessment of the proposals, as well as during the decision-making and signing of the Contract, will lead to the rejection of the Tenderer's proposal.

## **13. Procedure for the Entering Into the Contract**

- 13.1. The decision shall be announced to the Tenderers in writing within 3 (three) working days as of the day of making of the Contracting Authority's decision on the Tender results.
- 13.2. If a group of persons is recognised as the winner of the Tender, within 10 (ten) working days after receipt of the respective notification from the Contracting Authority, this group shall be obliged to establish a general partnership and register it in compliance with the procedure specified in law.
- 13.3. The winner of the Tender shall be obliged to sign the Contract at the first invitation of the

Contracting Authority.

- 13.4.** If the winner of the Tender fails to sign the Contract in accordance with the procedure stipulated in **Clause 13.3** of the Regulations, the Contracting Authority shall be entitled to consider that the winner of the Tender has refused to enter into the Contract and to review results of the Tender accordingly, and to enter into the Contract with the Tenderer whose proposal complies with the requirements of the Regulations and which has offered the next lowest price or to discontinue the Tender without selecting any Proposal.

**Template of the Application for Participation in the Open Tender**

**APPLICATION FOR PARTICIPATION IN THE OPEN TENDER  
“SUPPLY OF CHLORINE”,  
PROCUREMENT IDENTIFICATION No. RŪ-2023/250**

1. By submitting this application, <Tenderer’s name, registration number and registered office> (hereinafter referred to as – the Tenderer), applies for participation in the Open Tender “Supply of chlorine”, identification No. RŪ-2023/250, hereinafter referred to as – the Open Tender, organized by the LLC (SIA) “Rīgas ūdens”.
2. We confirm that in case our offer is accepted, we can ensure supply of chlorine within <number of days that does not exceed 14 (fourteen) days> days as from the day of sending each separate order.
3. We acknowledge that:
  - 3.1. all the information provided in the proposal is correct;
  - 3.2. the Tenderer is not subject to the cases of exclusion specified in Clause 5.1 of the Regulations;
  - 3.3. the Tenderer is not subject to the exclusion conditions specified in Section 11<sup>1</sup>, 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 provisions of 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.
  - 3.8. this Proposal has been developed and submitted independently from our competitors (hereinafter referred to as – the Competitors<sup>1</sup>) and without consultations, contracts or agreements, or other communication with the competitors;
  - 3.9. The Tenderer has not had no communication with competitors regarding the prices, price calculation methods, factors (circumstances) or formulas, as well as regarding the competitors’ intent or decision to participate or not in the open Tender, or regarding submission of such Proposals, which do not conform to the requirements of the open Tender, or in respect of quality, amount, specification, conditions of fulfilment or other conditions, which are to be resolved independently from competitors, in relation to the products or services, which apply to this open Tender;
  - 3.10. Tenderer has not intentionally, directly or indirectly disclosed or will not disclose provisions of Proposal to any competitor before the official date and time of opening of the Proposals or awarding the contract;
  - 3.11. The Tenderer does not have an advantage restricting competition in the Open Tender, as it or a legal entity related to it was not involved in the preparation of the open Tender in accordance with Section 22, Paragraph Four of the Law on the Procurements of Public Service Providers;
  - 3.12. We hereby, take full liability for the submitted documents, information included therein, drawing up and compliance with requirements of the Regulations.

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<sup>1</sup> Competitor – any natural or legal person other than the Tenderer, which submits Proposal for this open Tender and which, taking into account its qualification, capabilities or experience, as well as the proposed products or services, could submit a Proposal for this open Tender.

4. True beneficial owners of the Tenderer<sup>2</sup>: <...>.<sup>3</sup>
5. Persons having decisive influence in the Tenderer on the basis of participation within the meaning of the laws and regulations on groups of companies<sup>4</sup>: <...>.<sup>5</sup>
6. The Tenderer's contact person: <name, surname, position, phone number, e-mail address>.
7. Tax payer number assigned in the Republic of Latvia: <...><sup>6</sup>

<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>

---

<sup>2</sup> See Section 1, Paragraph Five of the Law on Prevention of Money Laundering, Terrorism and Proliferation Financing for the concept of true beneficial owner <https://likumi.lv/ta/id/178987-noziedzigi-iegutu-lidzeklu-legalizacijas-un-terorisma-un-prolifercijas-finansesanas-noversanas-likums>.

<sup>3</sup> To be indicated by a Tenderer established in a foreign country.

<sup>4</sup> See Section 3 of the Group of Companies Law <https://likumi.lv/ta/id/4423-koncernu-likums>.

<sup>5</sup> To be indicated by the persons, if any, or "none" if there are no such persons.

<sup>6</sup> Indicated by Applicant registered in a foreign country, if applicable.

**Technical Specification, Template of the Technical and Financial Proposal**  
**Form of the Technical Offer**

	Quality requirements	Technical offer
<b>Name:</b>		<...>
<b>Manufacturer:</b>		<...>
<b>Chemical name:</b>	Chlorine Cl <sub>2</sub>	<...>
<b>Aggregate state:</b>	Liquefied, under pressure	<...>
<b>Compliance with standards:</b>	LVS EN 937:2016	<...>
<b>Supply amount at a single delivery:</b>	7 (seven) tons	<...>
<b>Supply term:</b>	Not more than 14 (fourteen) days as from the day of placing the Order	<...>
<b>Product usage determined by the Contracting Authority:</b>	To clean potable water	<...>
<b>Characteristics of the storage and dosage containers</b>	Volume: 0.8-1 m <sup>3</sup>	<...>
	Diameter: 700-1,000 mm	<...>
	Length: 1,500-2,000 mm	<...>
	Amount of chlorine in one container: 1,000 kg	<...>
<b>Compatibility with the existing system</b>	The containers offered by the Tenderer have to comply with and must be compatible with the existing system (see Annex No. 7). The Tenderer can offer another type of containers and/or fastenings, but in this case the Tenderer must ensure their compatibility with the Contracting Authority's system.	<...>

## Form of the Financial Offer

### 1. Financial offer for orders of 2024:

Cost item	Price, EUR without VAT
1 (one) ton of the Product	<...>
Transporting of 1 (one) ton of the Product from the Supplier to the place of delivery in Latvia, Riga, Bauskas iela 209, SIA "Rīgas ūdens" ŪS "Daugava", in compliance with Incoterms 2020 CIP that includes all costs related to transporting the Product	<...>
Transporting the empty containers meant for storage of 1 (one) ton of the Product back from the place of delivery in Latvia, Riga, Bauskas iela 209, SIA "Rīgas ūdens" ŪS "Daugava", to the Supplier	<...>
rent for containers meant for storage of 1 (one) ton of the Product for 1 (one) day*	<...>
Total price of the Product for 1 (one) ton (1,000 kg), EUR, without VAT:	<...>
Total Product price for 21 (twenty one) tons**, EUR, without VAT:	<...>

\* Rent payment for the containers meant for storage of the Product is applied starting from the <...> (<number in words>) day from Product delivery and/or signing the document that confirms container rent until its return to the Supplier.

\*\* The specified volume is the Customer's tentatively planned volume for the specified period and it may change (increase or decrease) by no more than one delivery (7t) in the relevant period.

### 2. Financial offer for orders of 2025:

Cost item	Price, EUR without VAT
1 (one) ton of the Product	<...>
Transporting of 1 (one) ton of the Product from the Supplier to the place of delivery in Latvia, Riga, Bauskas iela 209, SIA "Rīgas ūdens" ŪS "Daugava", in compliance with Incoterms 2020 CIP that includes all costs related to transporting the Product	<...>
Transporting the empty containers meant for storage of 1 (one) ton of the Product back from the place of delivery in Latvia, Riga, Bauskas iela 209, SIA "Rīgas ūdens" ŪS "Daugava", to the Supplier	<...>
rent for containers meant for storage of 1 (one) ton of the Product for 1 (one) day*	<...>
Total price of the Product for 1 (one) ton (1,000 kg), EUR, without VAT:	<...>
Total Product price for 35 (thirty five) tons**, EUR, without VAT:	<...>

\* Rent payment for the containers meant for storage of the Product is applied starting from the <...> (<number in words>) day from Product delivery and/or signing the document that confirms container rent until its return to the Supplier

\*\* The specified volume is the Customer's tentatively planned volume for the specified period and it may change (increase or decrease) by no more than one delivery (7t) in the relevant period.

3. Financial offer for orders of 2026:

<b>Cost item</b>	<b>Price, EUR without VAT</b>
1 (one) ton of the Product	<...>
Transporting of 1 (one) ton of the Product from the Supplier to the place of delivery in Latvia, Riga, Bauskas iela 209, SIA "Rīgas ūdens" ŪS "Daugava", in compliance with Incoterms 2020 CIP that includes all costs related to transporting the Product	<...>
Transporting the empty containers meant for storage of 1 (one) ton of the Product back from the place of delivery in Latvia, Riga, Bauskas iela 209, SIA "Rīgas ūdens" ŪS "Daugava", to the Supplier	<...>
rent for containers meant for storage of 1 (one) ton of the Product for 1 (one) day*	<...>
Total price of the Product for 1 (one) ton (1,000 kg), EUR, without VAT:	<...>
Total Product price for 14 (fourteen) tons**, EUR, without VAT:	<...>

\* Rent payment for the containers meant for storage of the Product is applied starting from the <...> (<number in words>) day from Product delivery and/or signing the document that confirms container rent until its return to the Supplier

\*\* The specified volume is the Customer's tentatively planned volume for the specified period and it may change (increase or decrease) by no more than one delivery (7t) in the relevant period.

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

<Signature>

<Date, place>



### Template of Information on the Tenderer's Experience

#### INFORMATION ON THE TENDERER'S EXPERIENCE

Information on the orders performed by the Tenderer supplying Products equal to the subject-matter of the procurement (in accordance with **Clause 7.4** of the Regulations of the Open Tender “Supply of chlorine”, identification No. RŪ-2023/250) during the previous 3 (three) years:

No	Contact information of the Contracting Authority	Name of the chemical reagent	The volume of the order in tons within one delivery and in total within the contract	Supply year
1	<...>	<...>	<...>	<...>
2	<...>	<...>	<...>	<...>
3	<...>	<...>	<...>	<...>

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

<Signature>

<Date, place>

## Draft Contract

**Contract No. \_\_\_\_\_**  
**for the Supply of chlorine**  
 (procurement identification No. RŪ-2023/250)

DATE OF SIGNING IS THE DATE OF THE LAST SECURE ELECTRONIC SIGNATURE ADDED AND ITS TIME STAMP

The LLC (SIA) “Rīgas ūdens”, reg. No. **40103023035**, represented by its \_\_\_\_\_, acting on the basis of the decision of the Board of the LLC (SIA) “Rīgas ūdens” of \_\_\_\_\_ 202\_ (Minutes No. \_\_\_\_\_), hereinafter referred to as – the “Purchaser”, on the one part,  
 and

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

### I Terms used in the Contract

1.1. Product – liquefied chlorine Cl<sub>2</sub> under pressure in compliance with the Technical Specification (Annex No. 1).

1.2. Purchase Price – amount paid by the Buyer to the Supplier for the Products in compliance with the procedure determined in the Contract. The Purchase Price includes all the Supplier’s expenditure and the Supplier’s profit.

1.3. Supply – delivery of the Products to the Buyer in compliance with provisions of CIP (*Incoterms 2020*) at the address: Bauskas iela 209, Riga, Latvia.

1.4. Order – the Buyer’s order for the respective batch of Products (sent by e-mail). In the Order, the Buyer’s representative indicates the name, amount of the Products, Supply address and Supply term.

1.5. Supporting Document – a document signed by the Parties’ authorised persons to confirm supply of the Products and/or lease of the system for storage and dosage of the Product. The Supporting Document must contain the following information:

1.5.1. Contract number and date;

1.5.2. The name, amount, price of the Products to be delivered, and/or lease object, lease period and rent;

1.5.3. Place and time of signing the Supporting Document;

1.5.5. Information specified in Section 125 of the Value Added Tax Law.

1.6. Validity Term – period specified in the Contract when the Product must maintain all features and when the Supplier replaces the Product by equivalent products in cases and in compliance with the procedure determined in the Contract.

### II Subject of the Contract

2.1. The Supplier undertakes to deliver to the Buyer, and the Buyer undertakes to accept the Products in compliance with the procedure determined in the Contract.

2.2. The Buyer undertakes to pay the Purchase Price for the Products in compliance with the procedure determined in the Contract.

2.3. The Supplier undertakes to provide information about the progress of Product supply upon the Buyer’s first demand.

2.4. By entering into the Contract, the Parties confirm that:

2.4.1. they have fully discussed provisions of the Contract, recognise them to be mutually beneficial, and undertake to perform them in full;

2.4.2. The Parties are entitled to perform business that they perform presently, they are entitled to be the owner of their property and assets, they have performed all requirements in regulatory enactments with regard to their business;

2.4.3. Entering into the Contract, performance of the obligations and compliance with the provisions:

- 2.4.3.1. is not and will not be contradictory to the effective laws, regulations or instructions, judgement, decision or permits that are binding on the Parties or that refer to their property or assets;
- 2.4.3.2. is not and will not be contradictory to any contract that refers to their property or assets, will not cause any termination or default of the Contract;
- 2.4.3.3. will not contradict any provisions of the Parties' articles of association.

### **III Contract performance provisions**

- 3.1. The Supplier delivers the respective Product batch in compliance with the Contract provisions, on the basis of the Buyer's written Orders, within the term specified in the Order, however, not longer than within 14 (fourteen) days as from placing the Order.
- 3.2. The Supplier delivers the Product in compliance with provisions on transporting dangerous goods.
- 3.3. The Supplier delivers a Product that has been pumped in a storage and dosage container whose dimensions comply with the parameters indicated in Annex No. 1 and in a condition that is suitable for immediate use.
- 3.4. The Supplier represents and warrants that the Products are his property, have not been alienated, pledged, encumbered, no prohibitions have been established over the Products, and they have not been disputed.
- 3.5. The Supplier confirms that until Supply to the Buyer the Products have been appropriately stored.
- 3.6. The Parties establish the fact of Supply, by signing a Supporting Document in compliance with the procedure determined in the Contract.
- 3.7. The Parties agree that all risks of the Products are transferred to the Buyer after mutual signing of the Supporting Document.
- 3.8. The Supplier confirms that the Product is certified for use in the territory of the European Union and the Republic of Latvia and that the Product, if correctly used and if all safety measures are taken, will not cause losses or harm to human health, property or environment. The Supplier guarantees that all import taxes and duties have been paid for the Products.

### **IV Provisions on acceptance of the Products**

- 4.1. Upon Supply of the Products, the Supplier submits the Supporting Document to the Buyer's authorised representative for signing, together with the chemical substance and and product batch quality certificate. The Supplier submits the chemical product safety data sheet for the Product upon the Buyer's request.
- 4.2. The Buyer's authorised representative indicated in Clause 10.5 of the Contract inspects the Products on site and verifies compliance of the information indicated in the Supporting Document with the Contract, assesses Product quality, compliance with the Contract provisions and compliance with the information that has been specified in the Supporting Document, thereafter signs the respective Supporting Document or gives the Supplier a substantiated refusal to sign the Supporting Document.
- 4.3. If the Supplier receives a refusal to sign the Supporting Document, the Supplier eliminates all defects in the Supporting Document, Product quality and compliance with the Contract provisions, and re-supplies the Supporting Document to the Buyer for signature.
- 4.4. The Products are not accepted if they do not comply with the Contract provisions or requirements of effective regulatory enactments.
- 4.5. The Buyer accepts the Products only by the external appearance and keeps the right to bring claims against hidden defects and quality of the Products within 5 (five) days at the latest after their detection.
- 4.6. Mutual signing of the Supporting Document serves as grounds to pay the Purchase Price indicated in the Supporting Document.

### **V Payment procedure**

- 5.1. The Parties agree that the Purchase Price is calculated on the base of Order and costs set out in the Annex No.2.

**5.2.** The value added tax (VAT) is applied in compliance with the procedure determined in regulatory enactments of the Republic of Latvia.

**5.3.** The Purchase Price for the respective Product Order is paid by the Buyer within 15 (fifteen) business days as from mutual signing of the Supporting Document.

**5.4.** The Buyer makes the payments specified in Clause 5.3 of the Contract by a transfer to the Supplier's bank account indicated in the Supporting Document.

**5.5.** The total Contract amount during the term of the Contract may not exceed EUR \_\_\_\_\_ (\_\_\_\_\_) excluding VAT.

#### **VI Validity term**

6.1. The Parties agree that the Product Validity Term is 12 (twelve) months as from mutual signing of the Supporting Document.

6.2. Having detected defects, damage, hidden defects or quality non-compliance, within 5 (five) days after detecting the defects, the Buyer asks the Supplier to eliminate them.

6.3. The Supplier eliminates the defects within 10 (ten) days at the latest as from receiving the Buyer's request.

6.4. On the basis of the Buyer's request, the Supplier uses own funds and workforce to deliver equal Product.

#### **VII Dispute settlement and liability**

7.1. This Contract is interpreted in accordance with regulatory enactments effective in the Republic of Latvia.

7.2. All disputes and disagreements that result from this Contract and/or relates to it or its violation, termination or invalidity will be solved by the Parties in negotiations. If the Parties have not reached a solution within 15 (fifteen) days after receiving the invitation to start negotiations, the dispute will be finally solved at court in compliance with the procedure determined in regulatory enactments of the Republic of Latvia.

7.3. If the Supplier delays the Product Supply term, the Supplier pays the Buyer a contractual penalty of 0.5 (zero point five) % of the Purchase Price for the respective Order for each day of delay, but not exceeding 10% (ten per cent) of the Purchase Price of the respective Order.

7.4. If the Supplier delays the defect elimination term specified in Clause 6.3 of the Contract, the Supplier pays the Buyer a contractual penalty of 0.1 (one tenth of a per cent) % of the purchase price for the respective Order for each day of delay, but not exceeding 10% (ten per cent) of the Purchase Price of the respective Order.

7.5. Payment of the contractual penalty does not release the Supplier from settlement of the liabilities.

#### **VIII Contract term**

8.1. The Contract comes into force upon its mutual signing by both Parties and is valid until the Parties have completely fulfilled their obligations. The Buyer places the Product Orders within 24 (twenty-four) months as from coming into force of the Contract, however, without exceeding the scope specified in Clause 8.3 of the Contract.

8.2. The Parties are entitled to immediately terminate the Contract, if:

8.2.1. an application has been submitted to the court regarding declaration of the other Party as insolvent;

8.2.2. any notification, certification or guarantee of the other Party mentioned in the Contract proved to be false, incorrect or misleading in any aspect;

8.2.3 the other Party sells or otherwise disposes of its assets or property which is crucial for performing its economic activity;

8.2.4. any state or other licence, permit, registration certificate, consent or power of attorney necessary for the Party for performance of obligations mentioned herein or in other contracts in relation to this Contract has been revoked or is not maintained in valid status,

8.2.5. despite repeated (at least two) reminders, the other Party fails to perform its obligations.

8.3. Up to 70 (seventy) tons of Product are supplied within the scope of the Contract in compliance with Orders.

8.4. The Parties agree that the Buyer is entitled to consider that the Supplier has unilaterally withdrawn from the Contract, if:

8.4.1. the Supplier delays the Supply term by more than 3 (three) days;

8.4.2. The Supplier has supplied Product that does not comply with the Contract, and has not eliminated the defect upon the Buyer's request.

8.4.3. The Supplier unilaterally increases the Product price or rent specified in the Contract.

8.5. The Purchaser shall be entitled to unilaterally withdraw from the Contract, if fulfilment of the Contract is impossible because the Supplier 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.

### **IX Force majeure**

9.1. The Parties are released from liability for breach of the Contract, if fulfilment of the Contract has been delayed or other stipulated obligations have not been fulfilled due to force majeure. In the meaning of this Contract, force majeure includes events that the Parties cannot reasonably control: wars, revolutions, fires, flood, quarantine restrictions, limitations imposed by state authorities, and others. Force majeure does not include activities taken by the Product manufacture or transporters.

9.2. If a situation of force majeure occurs, a Party immediately, but no later than within 10 (ten) days, notifies the other Party of such circumstances and their causes.

9.3. In the event the duration of force majeure circumstances exceeds one month, the Parties shall agree on further action to ensure fulfilment of the obligations under the Contract or termination of the Contract

### **X Other provisions**

10.1. The Parties undertake to warn the other Party immediately on changes in their details, postal address or registered office.

10.2. The Parties agree that they are not entitled to assign or otherwise transfer any rights or obligations specified in this Contract to third parties without the other Party's prior written consent.

10.3. Expiry of the Contract on any grounds does not release the Parties from performance of the undertaken obligations. The Contract is binding on the Parties legal successors.

10.4. Information that is included in this Contract or that the Parties become aware of in relation to this Contract (about prices and the like) is considered to be a trade secret, and it can be disclosed to other parties only upon the other Party's written consent. This does not apply to a situation when information must be disclosed in compliance with effective laws of the Republic of Latvia. If any of the Parties has unlawfully disclosed information that is considered to be a business secret under this Contract, thus causing losses to the other Party, the latter is entitled to claim compensation of the direct damage that was caused by unlawful disclosure of this information.

10.5. The Parties agree that the personal data provided by the other Party necessary for the performance of the Contract will be processed only for the purpose of fulfilling the obligations under the Contract and in accordance with the requirements of applicable laws and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).

10.6. Within the scope of performing the Contract, the Buyer's contact person who is entitled to prepare and send Orders and to accept the Product, by signing the Supporting Document, is \_\_\_\_\_, tel. + 371 \_\_\_\_\_, e-mail: \_\_\_\_\_@rigasudens.lv.

10.7. Within the scope of performing the Contract, the Supplier's contact person is \_\_\_\_\_.

10.8. During the performance of the Contract, the Customer may ask the Supplier to prepare and submit data on the associated traces of greenhouse gas (GHG) emissions of the product supplied under the Contract during the entire life cycle "from the production process to waste" in absolute units (tons of CO<sub>2</sub> gas equivalent).

10.9. The Contract has been prepared in Latvian and \_\_\_\_\_, in 2 (two) counterparts on \_\_\_\_ (\_\_\_\_) pages with Annex No. 1 (Technical Specification) on \_\_\_\_ (\_\_\_\_) pages and Annex No. 2 (Prices of

Products) on \_\_\_\_ (\_\_\_\_\_) pages, one counterpart for each of the Parties. Both counterparts have equal legal force.

## **XI Parties' details**

**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) acknowledges that, within the framework of the Open Tender “Supply of chlorine” (procurement identification No. RŪ-2023/250; hereinafter referred to as – the Open Tender), it relies on capabilities of the following persons to confirm its compliance with the tenderer selection requirements stipulated in the documents of open competition:

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 “Supply of chlorine”, procurement identification No. RŪ-2023/250, organised by the LLC (SIA) “Rīgas ūdens” (hereinafter referred to as – the Contracting Authority), as the person whose capabilities <Tenderer's name and 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 in Clause 5.1.1. and Clause 5.1.2. of the Regulations.
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>

## Templates of Information on the Subcontractors and of Statements

### INFORMATION ON SUB-CONTRACTORS

If the Tenderer <Tenderer's name and registration number> will be awarded the procurement contract as a result of the Open Tender “Supply of chlorine” (procurement identification No. RŪ-2023/250), the sub-contractors will be transferred the following services, which form part of the Contract:

Sub-contractor's name and registration number	Amount of the share of service to be transferred (EUR)	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:

1. <Name and registration number of the Sub-contractor> agrees to participate in the Open Tender “Supply of chlorine”, procurement identification No. RŪ-2023/250, organised by the LLC (SIA) “Rīgas ūdens” (hereinafter referred to as – the Contracting Authority), as the Sub-contractor of <Tenderer's name and registration number> (hereinafter referred to as – the Tenderer).
2. 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)>.
3. <Name and registration number of the Tenderer> is not subject to the cases of exclusion referred in Clause 5.1.1. and Clause 5.1.2. of the Regulations ,
4. We acknowledge that all the provided information is true.

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

<Signature>

<Date, place>



**Information about containers and their fastenings presently at the disposal of the Contracting Authority**

Technical documentation  
Automatic change-over device Type CHANGOMAT



**4. Chlorine tank – chlorine storage – chlorine extraction**





