

APPROVED AT THE:  
SITTING OF THE PROCUREMENT COMMISSION OF THE  
LLC (SIA) "RĪGAS ŪDENS" ON 23.01.2024  
MINUTES NO. 1

REGULATIONS OF THE OPEN COMPETITION

**"EXPERT-EXAMINATION OF THE FEASIBILITY STUDY  
FOR THE EXTENSION OF THE BIOLOGICAL TREATMENT  
PLANT "DAUGAVGRĪVA""**  
(ID NO. RŪ-2023/188)

REGULATIONS OF

## TABLE OF CONTENTS OF THE REGULATIONS

1. Data on the Contracting Authority .....	3
2. General Information.....	3
3. Exchange of Information .....	3
4. Preparation 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 .....	5
8. Qualification Requirements of the Tenderers and Documents to be Submitted.....	6
9. Technical Proposal.....	8
10. Financial Proposal.....	8
11. Procedure for Opening of the Proposals .....	8
12. Assessment of Tenderers and Proposals .....	9
13. Operation of the Procurement Commission, Rights and Obligations of the Contracting Authority 10	
14. Rights and Duties of the Tenderers.....	11
15. List of Sub-contractors.....	11
16. Decision-making on the Tender results and procedure for conclusion of the Contract .....	11
Annex No. 1 – Technical Specification – Terms of Reference .....	12
Annex No. 2 – Template of the Application for Participation in the Open Tender.....	14
Annex No. 3 – Template of the Information on the Tenderer’s experience .....	16
Annex No. 4 – Templates of Declaration of the Information on Persons Whose Capabilities the Tenderer Relies On and of the Person Whose Capabilities the Tenderer Relies On .....	17
Annex No. 5 – Templates of Information on Sub-contractors and Declaration of Sub-contractor .....	18
Annex No. 6 – Draft Contract.....	19
Annex No. 7 – Template of the Financial Proposal.....	22
Annex No. 8 – Template of the Declaration of Availability of Specialist.....	23

## 1. Data on the Contracting Authority

- 1.1. Open call for "Expert-examination of the feasibility study for the extension of the biological treatment plant "Daugavgrīva"", identification No. RŪ-2023/188 (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: 1 Zigfrīda Annas Meierovica Blvd, Riga, LV-1495

Reg. No. 40103023035

Phone +371 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 Ms Lelde Roze, Procurement Specialist of the Procurement Management Division at the LLC (SIA) "Rīgas ūdens", phone +371 67032855, e-mail address: [lelde.roze@rigasudens.lv](mailto:lelde.roze@rigasudens.lv).

## 2. General Information

### 2.1. Purpose of the Tender

- 2.1.1. The purpose of the Tender is to identify a supplier that meets the requirements of the Tender Regulations (hereinafter referred to as - the Regulations), who will carry out, on behalf of the Contracting Authority, a feasibility study of the expansion of the biological treatment plant "Daugavgrīva" (hereinafter referred to as - the FeS) and certify that it has been developed in compliance with EU regulations and the MoEPRD FeS development guidelines for the planning period up to 2040.

### 2.2. Subject-matter of the Tender

- 2.2.1. The subject-matter of the Tender is a feasibility study of the expansion of the biological treatment plant "Daugavgrīva" (hereinafter referred to as – the **Service**) in accordance with the Technical Specifications-Terms of Reference (**Annex No. 1** to the Regulations), provisions of the draft procurement (hereinafter referred to as – the **Contract, Annex No. 6** to the Regulations), as well as requirements of the binding laws and regulations.

### 2.1. Fulfilment Period of the Contract

Phased provision of the Services:

- 2.1.1. Phase 1 of the Services - expert-examination of the prepared set of documents "Long-term and short-term programme, two conceptual solutions for the measures for improving wastewater treatment infrastructure and increasing treatment capacity" - in accordance with the tenderer's proposal, but no longer **than 1 (one) month** from the date of entry of the contract into effect;  
Phase 2 of the Services - expert-examination of the prepared set of documents "Priority Investment Programme for the Selected Optimal Option and Feasibility Study Report" - in accordance with the tenderer's proposal, but no longer **than 1 (one) month** from the date of entry of the contract into effect.

### 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 website [www.rigasudens.lv/lv/izsludinatie-iepirkumi](http://www.rigasudens.lv/lv/izsludinatie-iepirkumi);

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

### 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 whose proposal will meet the requirements of the Contracting Authority and have the lowest price.
- 2.4.2. Draft Contract has been attached in **Annex No. 6** to the Regulations, and its provisions are binding on the Tenderer while preparing Proposal for the Tender.

### **3. Exchange of Information**

- 3.1. The text of the Regulations, amendments of the Regulations and answers to the questions of the interested suppliers are publicly available on the Contracting Authority's website [www.rigasudens.lv/lv/izsludinatie-iepirkumi](http://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 [lelde.roze@rigasudens.lv](mailto:lelde.roze@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 of the Proposal**

#### **4.1. General provisions**

- 4.1.1. The Tenderer shall be obliged to submit its proposal to the Tenderer by **13 March 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 4.3.3** of the Regulations.
- 4.1.2. The Tenderer may submit only one version of the Proposal.

#### **4.2. Language of the Proposal**

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

#### **4.3. Drawing Up of the Proposal**

- 4.3.1. The 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 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 are not 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 Contract, the Tenderer may rely on technical and professional capabilities of other persons regardless of the legal nature of their 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 attestation of the professional experience, the Tenderer may rely on capabilities of other persons only in case, if these persons will render the services provided for in the Contract the performance of which require the capabilities in question.
- 5.3. The Tenderer shall be obliged to specify in the Proposal the sub-contractors and sub-contractors hired by the sub-contractors, if any, the value of the services to be rendered by which is at least 10,000 *euro*, and the share of the Contract to be transferred to each of such sub-contractors, if the Tenderer plans to involve such sub-contractors. Total value of the 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 will be excluded from participation in the Tender in the cases stipulated in Section 48, Paragraph Two, except for Clauses 8 and 9, of the 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, except for Clauses 8 and 9, of the LPPSP, no exceptions stipulated in Section 48, Paragraph Four of the LPPSP shall apply, and the Tenderer is to be recognised as such which should be awarded the contract, the Tenderer shall, within 10 days from the moment of sending of the inquiry, provide explanations and evidence confirming compensation for the caused harm or a concluded agreement on compensation for the caused harm, cooperation with the investigative authorities and the implemented technical, organizing or human resources management measures to prove its credibility and prevent the same and similar cases in 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 conforming to the case of exclusion referred to in Section 48, Paragraph Two,

except for Clauses 8 and 9, of the LPPSP.

- 6.4. The Contracting Authority will assess the evidence of reliability provided by the Tenderer in accordance with the procedures set out 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 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.

## 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**, 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 (authorised 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.
- 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. 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.	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.  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).  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

No.	Qualification Requirements	Documents to be Submitted
		<p>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>
<p><b>8.2</b></p>	<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).</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>
<p><b>8.3</b></p>	<p>The Tenderer during the previous <b>10 (ten)</b> years (ten full years and the period up to the submission of proposals):</p> <p>8.3.1 has carried out, within the framework of at least one (1) contract, the development of a construction design or upgrade design, or expert-examination services in the field of water management for the technology of a construction design or upgrade design for wastewater treatment plants in installations with a minimum flow of 100,000 m<sup>3</sup>/day or a minimum of 500'000 CE.</p>	<p>Completed and signed list of the Tenderer's experience in accordance with the template attached in <b>Annex No. 3 to the Regulations</b>.</p> <p>The aforementioned template must indicate the information, which allows for verification of compliance with the requirements of <b>Clause 8.3</b> of the Regulations.</p> <p>Where necessary (at the request of the Contracting Authority), the Tenderer will be required to provide written references from the clients indicated in the Tenderer's experience list for the services indicated in the Applicant's experience list.</p> <p>If the Tenderer relies on the capabilities of another person to demonstrate compliance with <b>Clause 8.3</b> of the Regulations, the Tenderer shall submit information and a declaration in accordance with <b>Annex No. 4</b> to the Regulations.</p>

No.	Qualification Requirements	Documents to be Submitted
<b>8.4</b>	<b>The Tenderer may provide the following specialists for the execution of the works:</b>	
<b>8.4.1</b>	<p><b><u>Technical expert in wastewater or sewage sludge treatment</u></b> who:</p> <p>8.4.1.1 has a university degree in engineering;</p> <p>8.4.1.2 has experience as a designer or technologist in wastewater treatment activated sludge processes, nitrogen and phosphorus removal in wastewater.</p> <p>8.4.1.3 has provided design or expert services in the field of water management for at least 1 (one) contract within the previous 10 (ten) years (ten full years and the period up to the submission of proposals) for the construction design or upgrade design of wastewater treatment plant technology for plants with a flow of at least 100'000 m<sup>3</sup>/day or at least 500'000 CE.</p>	<p>A signed declaration of availability from each of the specialists proposed by the Applicant in accordance with the template in <b>Annex 8</b> to the Regulations.</p> <p>The declaration shall include information on the experience of the specialist to verify compliance with the relevant requirements of <b>Clauses 8.4.1.1 / 8.4.1.2 / 8.4.1.3 of the Regulations.</b></p> <p>Copies of documents attesting professional qualifications/education to verify compliance with the relevant requirements of <b>Clauses 8.4.1.1 / 8.4.1.2 / 8.4.1.3 of the Regulations.</b></p>

8.5 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.

## 9. Technical Proposal

Technical Proposal must be prepared in accordance with the template attached in Annex No. 1 **to the Regulations.**

The technical proposal shall be accompanied by a timetable and a service description, with a list of the specific services and tasks to be carried out, describing each step in the service, the date, time and duration. The time schedule submitted by the contractor must be presented separately indicating the types of services to be performed. The outline shall be accompanied by calculations, sketches, diagrams or other additional information necessary to obtain a clear understanding of the soundness of the technical and technological solutions of the pre-developed FeS assessed within the expert-examination.

## 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 (including Technical Specifications - Terms of Reference), provisions of the Contract and requirements of the binding 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. Procedure for the opening of proposal**

- 11.1.** The proposals will be opened on **13 March 2024 at 11:00** in Riga, at 1 Zīgfrīda Annas Meierovica Blvd, Building 3, Large Hall (Room 300).
- 11.2.** Proposals will be opened in the order of receipt of the proposals.
- 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 proposal opening meeting shall be closed, and further assessment of the proposals shall be performed by the Commission in closed 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 a Financial Proposal of the lowest price, drawn up according to the requirements of the Regulations, verifying the Tenderer's Financial Proposal 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 Tenderer's Financial Proposal is not submitted or does not meet the requirements of the Regulations, the Tenderer's Proposal shall be rejected;
  - 12.1.2. will check the proposal, submitted by the Tenderer which has offered the lowest price, for the compliance of its drawing up with 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. verify conformity of the Application for Participation in the Tender submitted by Tenderer which offers the lowest price to the requirements of the Regulations. If the Application for participation in the Tender has not been included in the Tenderer's proposal or it does not conform to the requirements stipulated in the Regulations, the Tenderer's proposal shall be rejected;
  - 12.1.4. will verify compliance of the selection documents, submitted by the Tenderer that has submitted a proposal with the lowest price, with the requirements stated in **Clauses 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;
  - 12.1.5. will verify, if the Technical Proposal of the Tenderer which has submitted a Proposal with the lowest price has been prepared according to the requirements laid down in the Regulations. If the Technical Proposal is not submitted or 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 Commission considers the Tenderer's proposal abnormally low, the

Contracting Authority shall, before the possible rejection of such a proposal, request in writing an explanation of the offered price or costs in accordance with Section 59 of the LPPSP.

**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.** When assessing the proposal, the Commission shall take into account the total price of the Proposal, excluding VAT<sup>1</sup>.

**12.5.** The Commission shall perform verification regarding the cases of exclusion of the Tenderers referred to in Section 48, Paragraph Two, except for Clauses 8 and 9, of the LPPSP, with regard to each of the Tenderers, which should be awarded the contracts. The Commission will verify the cases of exclusion in accordance with the procedures stipulated in Section 48 of the LPPSP.

**12.6.** In order to verify, if the Tenderer which could have been awarded the Contract should not be excluded from participation in the procurement because of the conditions referred to in Section 11.<sup>1</sup> of the Sanctions Law, the Commission shall act according to the Sanctions Law. 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.

**12.7.** *If, before making a decision on awarding of the Procurement Contract, the Commission finds that assessment of Financial Proposals (offered contractual prices) submitted by at least two Tenderers is equal, the Commission shall select the Proposal of the Tenderer, which has a higher number of concluded contracts according to Clause 8.3 of the Regulations.*

**12.8.** If the Tenderer that has submitted a proposal with the lowest price will be excluded from further participation in the Tender, has been recognised as non-compliant with the selection requirements stated in the Regulations or its proposal will be recognised as non-compliant with the Regulations or as abnormally low, 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.

### **13. Operation of the Procurement Commission, Rights and Obligations of the Contracting Authority**

#### **13.1. Operation of the Procurement Commission**

13.1.1. The Contracting Authority shall set up a procurement 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 Commission 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;

---

<sup>1</sup> If arithmetic mistakes are found in the Financial Proposal, the correctly calculated amount shall be taken into account.

- 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. The Tender may be discontinued 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 next 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 Contract sub-contractors the value of the Services to be transferred to whom is less than EUR 10,000 excluding VAT, after awarding of the Contract, but no later than upon commencement of fulfilment of the 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, contact information and authorised representative, 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 on deciding on the Tender results and 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 (see **Clause 8.1 of the Regulations**).
- 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 procedure 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, 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.

## Technical Specifications - Terms of Reference

### 1. Subject of expert-examination

LLC (SIA) "Rīgas ūdens" has concluded a contract with the Limited Liability Company "AQUA-BRAMBIS" (hereinafter referred to as - the Contractor) for the development of a feasibility study for the extension and renovation of the biological treatment plant "Daugavgrīva". The Contractor shall provide the contracted services and prepare deliverables in accordance with the FeS development guidelines of the Ministry of Environmental Protection and Regional Development and the FeS planning period up to 2040.

Task of the Tenderer (the provider of Expert-examination service) is to provide an assessment - an expert-examination - on two sections of the order.

### 2. Preamble

The terms of reference of the feasibility study contract include the reconstruction of the wastewater treatment plant of BAS "Daugavgrīva" to increase its capacity and provide for a feasibility study task to select an economically feasible technical solution for the reception of wastewater from the entire Riga and the Greater Riga agglomeration in compliance with the legislation of the EU and the Republic of Latvia.

When making the calculations, the Contractor shall take into account the long-term projected increase in the hydraulic and pollution load of wastewater in accordance with the development plans of the LLC (SIA) "Rīgas ūdens" and Riga City and available data on wastewater flow volumes, precipitation impacts and trends in pollution loads.

The provision of services shall follow the currently planned medium-term 2025-2029 and long-term 2025-2040 strategy periods of the LLC (SIA) "Rīgas ūdens". The EU and the MoEPRD are planning to make changes to the regulatory framework in this area, including significant changes to the quality requirements for treated wastewater, as well as in the environment and energy sectors.

Requirements to be provided in the laws and regulations:

Draft amendments to Directive 91/271/EEC on urban waste water treatment COM(2022) 541<sup>2</sup> and changes foreseeable to Cabinet Regulation No. 34 "Regulations on the emission of pollutants into water" foreseen for the planning period up to 2040 with regard to:

- 1) stricter requirements for stage 3 treatment;
- 2) level 4 treatment requirements;
- 3) limiting the operation of stormwater overflows (emergency outfalls) from the collective system, to be provided as part of the agglomeration's integrated wastewater management plans;
- 4) an assessment of the energy balance of the planned increased capacity of the wastewater treatment plants, to be used for further assessment of the overall energy efficiency of the wastewater treatment plants and for energy neutrality planning.

---

<sup>2</sup> <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=COM:2022:541:FIN>

Requirements of Regulation (EU) 2020/852 of the European Parliament and of the Council (Taxonomy Regulation) for the promotion of sustainable investments<sup>3</sup> and the technical inspection criteria for determining under which conditions an economic activity is considered to contribute significantly to climate change mitigation or adaptation thereto and by which it is determined whether an economic activity does not cause significant harm to other environmental objectives<sup>4</sup> with relation to:

- 1) GHG emissions assessment in case of wastewater treatment plant extension replacing more GHG intensive decentralised sewerage systems (for the planned additional population to be connected);
- 2) an estimate of the total net energy consumption per kWh per person equivalent (p.e.) of the wastewater treatment plant with the planned increase in treatment capacity.

### **3. Term of Reference:**

To carry out an expert-examination of the Feasibility Study and to provide an assessment of the principal technological solutions, compliance of the Feasibility Study with the requirements of the Contract and the requirements of the laws and regulations. Expert-examination of the Feasibility Study should be carried out using all the available information, including Inception report of the baseline study.

No.	Parts of the feasibility study drawn up by the Contractor
1	Long- and short-term programme, development of two conceptual solutions for the measures for improving wastewater treatment infrastructure and increasing treatment capacity
2	Priority investment programme for the preferred option and feasibility study report

Composition of documents and sufficiency of their content for the implementation of the procurement in accordance with the conditions of the FIDIC Yellow Book, two conceptual solutions for the measures for improving wastewater treatment infrastructure and increasing treatment capacity - economic feasibility of the choice, as well as sufficiency of the work scope positions of the Priority Investment Programme for the selected most optimum option to successfully achieve the objectives of the ToR must be assessed.

### **4. Deliverables:**

The expert-examiner's report must be submitted in a single copy in hard copy and in electronic format on a data medium.

Opinion for Part 1 - expert-examination for the prepared set of documents "Long-term and short-term programme, two conceptual solutions for the measures for improving wastewater treatment infrastructure and increasing treatment capacity" - in accordance with the Tenderer's proposal, but no longer than 1 (one) month from the date of entry of the contract into effect;

Opinion for Part 2 - expert-examination for the prepared set of documents "Priority Investment Programme for the Selected Most Optimum Option and Feasibility Study Report" - in accordance

<sup>3</sup> <https://eur-lex.europa.eu/legal-content/LV/TXT/PDF/?uri=CELEX:32020R0852&from=LV>

<sup>4</sup> <https://eur-lex.europa.eu/legal-content/LV/TXT/PDF/?uri=CELEX:32021R2139&from=EN>

with the Tenderer's proposal, but no longer than 1 (one) month from the date of entry of the contract into effect.

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

### APPLICATION FOR PARTICIPATION IN THE OPEN TENDER

1. By submitting this application, <name and registration number of the tenderer> (hereinafter referred to as – the Tenderer) applies for its participation in the Open Tender “Expert-examination of the feasibility study for the extension of the biological treatment plant “Daugavgrīva”, organised by the LLC (SIA) “Rīgas ūdens”, (identification No. RŪ–2023/188; hereinafter referred to as – Open Tender).
2. We declared that in case if our proposal will be accepted, we can provide rendering of the Services indicated in the Regulations of the Open Tender in accordance with the requirements of the provisions of the Regulations of the Open Tender and the binding laws and regulations:
  - 2.1. Stage 1 of the services - expert-examination for the prepared set of documents "Long-term and short-term programme, two conceptual solutions for the measures for improving wastewater treatment infrastructure and increasing treatment capacity" - in accordance with the Tenderer's proposal, but no longer than 1 (one) month from the moment of receipt of the documents from the Contracting Authority;
  - 2.2. Stage 2 of the services - expert-examination of the prepared set of documents "Priority Investment Programme for the Selected Most Optimum Option and Feasibility Study Report" - in accordance with the tenderer's proposal, but no longer than 1 (one) month from the moment of receipt of the documents from the Contracting Authority.
3. We declare that:
  - 3.1. all the documentation submitted with this application is true;
  - 3.2. the Tenderer is not subject to the grounds for exclusion specified in Section 48(2), except for Clauses 8 and 9 of the Law on the Procurements of Public Service Providers;
  - 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 provision 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. Tenderer is not interested in any other Proposal, which has been submitted within the framework of the open Tender.
  - 3.9. this Proposal has been developed and submitted independently from our competitors (hereinafter referred to as – the Competitors) <sup>5</sup> and without consultations, contracts or agreements, or other communication with the competitors;
  - 3.10. there has been no communication with competitors regarding the prices, price calculation

---

<sup>5</sup> Competitor – any natural or legal person other than the Tenderer, which submits proposal for this procurement and which, taking into account its qualification, capabilities or experience, as well as the proposed products or services, could submit a proposal for this procurement.



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;

- 3.11. 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;
- 3.12. 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;
4. We hereby, take full liability for the submitted documents, information included therein, drawing up and compliance with requirements of the Regulations.
5. True beneficial owners of the Tenderer<sup>6</sup>: <...>.<sup>7</sup>
6. 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>8</sup>: <...>.<sup>9</sup>
7. The Tenderer's contact person: <name, surname, position, phone number, e-mail address>.

<Tenderer's name and registration number>

<Tenderer's banking details>

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

<Signature>

<Date, place>

<Registered office and mail address, telephone and fax numbers, e-mail address>

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

---

<sup>6</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-proliferacijas-finansesanas-noversanas-likums>.

<sup>7</sup> To be indicated by a Tenderer established in a foreign country.

<sup>8</sup> See Section 3 of the Group of Companies Law <https://likumi.lv/ta/id/4423-koncernu-likums>.

<sup>9</sup> To be indicated by the persons, if any, or "none" if there are no such persons.

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

### INFORMATION ON THE TENDERER'S EXPERIENCE

I certify that the Tenderer <name of the Tenderer (or person whose capabilities the Tenderer relies on)>, registration number <...> has performed the following services during the last 10 (ten) years <sup>10</sup>:

No.	Name of the Tenderer (or person whose capabilities the Tenderer relies on)	Brief description of the provided services	Time of performance of the services provided (year and month)	Name of the service Contracting Authority, reg. No.	Contact details of the service Contracting Authority (name, surname, position, phone number, e-mail address)
1	<...>	<...>	<...>	<...>	<...>
<...>	<...>	<...>	<...>	<...>	<...>

<Name, surname and position of the signatory or authorised person of the Tenderer (or the person whose capabilities the Tenderer relies on)>

<Signature>

<Date, place>

<sup>10</sup> Information attesting compliance of the Tenderer's experience with the requirement of Clause 8.3 of the Regulations must be specified.

## Templates of Declaration of the Information on Persons Whose Capabilities the Tenderer Relies On and of the Person Whose Capabilities the Tenderer Relies On

### INFORMATION ON THE PERSONS WHOSE CAPABILITIES THE TENDERER RELIES ON

<Tenderer's name, registration number> (hereinafter referred to as - the Tenderer) hereby declares that, within the framework of the Open Tender "Expert-examination of the feasibility study for the extension of the biological treatment plant "Daugavgrīva"", procurement identification No. RŪ-2023/188, 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 "Expert-examination of the feasibility study for the extension of the biological treatment plant "Daugavgrīva"", procurement identification No. RŪ-2023/188, organised by the LLC (SIA) "Rīgas ūdens" (hereinafter referred to as - the Tenderer), as a person whose capabilities <Tenderer's name, registration number> (hereinafter referred to as - the Tenderer) relies on.
2. Within the Open Tender, the Tenderer may rely on <volume and content of the qualification requirements to be transferred>.
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, except for those referred to in Clauses 8 and 9, 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>

## Templates of Information on Sub-contractors and Statement of a Sub-contractor

### 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 "Expert-examination of the feasibility study for the extension of the biological treatment plant "Daugavgrīva"", procurement identification No. RŪ-2023/188), the following services forming the composition of the Contract will be delegated to sub-contractors<sup>11</sup>:

Sub-contractor's name and registration number	Volume of the share of services to be transferred, EUR, excluding VAT	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. <Sub-contractor's name, registration number> agrees to participate in the Open Tender "Expert-examination of the feasibility study for the extension of the biological treatment plant "Daugavgrīva"", procurement identification No. RŪ-2023/188, 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).
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 conditions of exclusion referred to in Section 48, Paragraph Two, except for those referred to in Clauses 8 and 9, of the Law on the Procurements of Public Service Providers<sup>12</sup>,
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>

<sup>11</sup> Subcontractors and subcontractors hired by subcontractors, if any, the value of the Services to be provided by which is at least 10,000 euro shall be specified.

<sup>12</sup> Indicates if the value of the services to be provided by the subcontractor is at least 10,000 euro.

## Draft Contract

**Contract No. see in the name of e-doc file  
for the expert-examination of the feasibility study for the extension of the biological  
treatment plant “Daugavgrīva”  
(procurement identification No. RŪ-2023/188)**

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

The LLC (SIA) “Rīgas ūdens”, reg. No. **40103023035**, represented by its \_\_\_\_\_, who acts on the basis of the decision of the Board of the LLC (SIA) “Rīgas ūdens” of \_\_\_\_\_ (Minutes No. 2.4.1/2024/\_\_\_), hereinafter referred to as – the **Contracting Authority**, on the one part, \_\_\_\_\_ reg. No. \_\_\_\_\_, represented by its \_\_\_\_\_, who acts 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**, enter into the following contract, hereinafter referred to as - the **Contract**:

### 1. SUBJECT-MATTER OF THE CONTRACT AND TIME LIMITS

- 1.1. The Contractor undertakes to carry out, in accordance with the procedure set out in the Contract, by its own effort and means, in accordance with the Contracting Authority's Term of Reference(**Annex No. 1**), an expert-examination of the feasibility study for the extension of the biological treatment plant “Daugavgrīva” (hereinafter referred to as - the **FeS**), developed by limited liability company AQUA-BRAMBIS and to prepare an expert opinion (hereinafter referred to as - the **Services**) separately for 2 (two) stages.
- 1.2. The Contractor shall prepare an opinion (hereinafter referred to as - the **Opinion**) on the examination of the FeS referred to in **Clause 1.1** of the Contract (separately for each stage) in accordance with the applicable laws and regulations and the provisions of the Contract and submit it to the Contracting Authority.
- 1.3. The time limit set for the preparation and delivery of the opinions to the Contracting Authority shall be:
  - 1.3.1. Stage 1 of the Services - expert-examination for the prepared set of the documents "Long-term and short-term programme, two conceptual solutions for the measures for improving wastewater treatment infrastructure and increasing treatment capacity" - \_\_\_\_ **from the date of entry of the Contract into effect**;
  - 1.3.2. for the prepared set of the documents "Priority Investment Programme for the Selected Most Optimum Option and Feasibility Study Report" - \_\_\_\_ **from the date of entry of the Contract into effect**.

### 2. RIGHTS AND DUTIES OF THE PARTIES

- 2.1. After the entry of the Contract into effect, the Contractual Party shall issue to the Contractor the FeS documents necessary for the performance of the Services in accordance with the procedure set out in **Annex No. 1**.
- 2.2. The Contractor shall prepare an Opinion for each stage and, if necessary, provide additional advice on the Report at the request of the Contractual Party.
- 2.3. The Contractual Party shall pay for the Services separately for each stage.
- 2.4. The Contractor shall be obliged both during the preparation of the Opinion and after the acceptance of the Opinion by the Contractual Party, not later than within 2 (two) working days from the date of receipt of the request, to provide the Contractual Party with additional explanations, consultations, necessary specifications and comments on the progress of the preparation of the Opinion and the Opinion prepared.

- 2.5. The Contractor shall ensure that the Services under the Contract are provided by the professionals indicated in the Contractor's proposal for the procurement with identification No. RŪ-2023/188. In case the Contractor wishes to engage other specialists, they shall be obliged to meet the qualification requirements specified in the Terms of Reference of the procurement No. RŪ-2023/188 and this shall be agreed in writing in advance with the Contractual Party.

### **3. AMOUNT OF THE CONTRACT AND PAYMENT ARRANGEMENTS**

- 3.1. The Parties agree that the Contractor receives payment for duly performed Services only.
- 3.2. The Services shall be deemed to have been duly rendered if the Contractor has prepared an Opinion in accordance with the applicable laws and regulations and the provisions of the Contract.
- 3.3. Due performance of the Contract shall be certified by the Parties by signing a separate Service Transfer-Acceptance Report (hereinafter referred to as - the Report) for each stage.
- 3.4. After the preparation of the Opinion and the provision of additional advice in relation thereto, the Contractor shall prepare and submit to the Contracting Authority a Report for each stage.
- 3.5. The Contracting Authority shall sign the Report or issue a reasoned refusal to the Contractor to sign the Report within 10 (ten) days from the date of submission of the Report to the Contracting Authority.
- 3.6. The Contractor shall be paid **EUR** \_\_\_\_\_ (\_\_\_\_\_) excluding of VAT for the Services in accordance with Annex No. 2. VAT shall be applied in accordance with the procedure stipulated in the applicable laws and regulations.
- 3.7. The Contracting Authority shall ensure payment of the remuneration due to the Contractor under **Clause 3.6** of the Contract by a transfer to the Contractor's bank account within 20 (twenty) days from the date of mutual signature of the relevant Report, based on an invoice submitted by the Contractor.
- 3.8. The Contractor undertakes to submit the invoice referred to in **Clause 3.7** of the Contract at least 15 (fifteen) calendar days before the due date. The Contractor shall be entitled to prepare invoices electronically, and these invoices will be considered valid even if they do not contain the detail "signature" and are marked "invoice is drawn up electronically and valid without a signature". The Contractor shall be obliged to send electronically prepared invoices to the following e-mail address: [rigasudens@rigasudens.lv](mailto:rigasudens@rigasudens.lv). Electronically prepared invoice shall be deemed to have been received within 2 (two) business days from the date on which it is sent to the e-mail address specified in this clause.

### **4. LIABILITY OF THE PARTIES**

- 4.1. The Contractor shall be responsible for the compliance of the Opinion with the requirements set by the Contracting Authority, the applicable laws and regulations of the Republic of Latvia, as well as its quality.
- 4.2. The Contracting Authority shall not be liable for any obligations incurred by the Contractor towards third parties for the performance of or in connection with the Contract. Any such obligations or contracts shall be binding on the Contracting Authority only with the express and explicit written consent of the Contracting Authority.
- 4.3. No liability shall be incurred for damages and breaches of the Contract resulting from force majeure or such objective circumstances beyond the control of the Parties which they did not foresee, could not have foreseen, and whose adverse consequences they were unable to prevent.

### **5. FINAL PROVISIONS**

- 5.1. The Contract shall enter into effect on the day of mutual signature thereof and remain effective until the moment of complete fulfilment of the obligations of the Parties stipulated therein.
- 5.2. The Contract may be terminated early by a written agreement of the Parties. All the amendments and supplements to the Contract shall be made in writing.

- 5.3. The Contracting Authority may unilaterally withdraw from the Contract, without compensation to the Contractor, in the following cases:
- 5.3.1. the Contractor is more than 15 (fifteen) days late in performance of the Services as specified in the Contract;
  - 5.3.2. the Contractor sells or otherwise disposes of its assets or property crucial for performing its economic activity;
  - 5.3.3. 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 is revoked or is not maintained in valid status;
  - 5.3.4. 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.
- 5.4. All the disputes and differences arising between the Parties in the performance or amendment of the Contract shall be settled by the means of negotiation between the Parties. If the negotiations fail, the dispute shall be transferred to the court in accordance with the procedure established by the laws and regulations of the Republic of Latvia.
- 5.5. 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).
- 5.6. The contact person of the Contracting Authority authorised to coordinate with the Contractor the organisation of the Services provided under the Contract shall be \_\_\_\_\_.
- 5.7. The Contracting Authority's authorised person to accept the Services and the Opinions provided under the Contract by signing reports, as well as to perform other duties of the Contracting Authority's authorised person shall be \_\_\_\_\_.
- 5.8. The Supplier's contact person in the fulfilment of the Contract shall be \_\_\_\_\_.
- 5.9. The Contract has been drawn up in Latvian and \_\_\_\_\_ on \_\_ pages with **Annex No. 1** on \_\_ pages and is signed electronically.

## **6. DETAILS OF THE PARTIES**

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

By submitting a financial proposal within the framework of the open tender “Expert-examination of the feasibility study for the extension of the biological treatment plant “Daugavgrīva””, procurement identification No. RŪ-2023/188, <Tenderer's name, registration number> offers to perform the aforementioned Service at the following costs, which include all costs associated with the performance of the Services, including taxes and levies, except for value added tax (hereinafter referred to as - VAT), which is specified separately:

No .	Name	Work input, hours	Expert-examiner's hourly rate	Cost line price, EUR
<b>1</b>	Expert-examination of the prepared set of documents "Development of a long-term and short-term programme, development of two conceptual solutions for the measures for improving wastewater treatment infrastructure and increasing treatment capacity"	<...>	<...>	<...>
<b>2</b>	Expert-examination of the prepared set of documents “Priority Investment Programme for the Selected Optimal Option and Submission of a Feasibility Study Report”	<...>	<...>	<...>
<b>Total price of the Service, excluding VAT</b>				<...>
<b>VAT (21%)</b>				<...>
<b>Total price of the Service incl. VAT, EUR</b>				<...>

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

<Signature>

<Date, place>

**Annex No. 8**

### **Template of the Declaration of Availability of a Specialist**

### **DECLARATION OF AVAILABILITY OF A SPECIALIST**



If contract for the execution of the Service specified in the Regulations of the “Expert-examination of the feasibility study for the extension of the biological treatment plant “Daugavgrīva””, procurement identification No. RŪ-2023/188, will be concluded with <Tenderer’s name, registration number>, I undertake to perform the duties of a construction specialist.

I declare that I have performed the duties of a construction specialist<sup>13</sup> in the performance of the following services:

No.	Name of the Tenderer (or person whose capabilities the Tenderer relies on)	Brief description of the provided services	Time of performance of the services provided (year and month)	Name of the service Contracting Authority, reg. No.	Contact details of the service Contracting Authority (name, surname, position, phone number, e-mail address)
1	<...>	<...>	<...>	<...>	<...>
<...>	<...>	<...>	<...>	<...>	<...>

Certificate No. <certificate number>

<Name, surname>

<Date, signature>

<sup>13</sup> In accordance with the requirement of Sub-clauses 8.4.1.1 / 8.4.1.2 / 8.4.1.3 of the Regulations of the Open Tender.