

*APPROVED BY:
SITTING OF THE PROCUREMENT COMMISSION OF THE LLC "RĪGAS ŪDENS" ON
16.03.2026,
PROTOCOL No.1*

REGULATIONS OF THE OPEN TENDER

"REAGENT – LIQUEFIED CHLORINE DELIVERY"
(IDENTIFICATION NO. RŪ-2026/67)

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1. DATA ON THE CONTRACTING AUTHORITY

1.1. Contracting Authority

LLC "Rīgas ūdens"

Reg. No. 40103023035

Address: 1 Zigfrīda Annas Meierovica Blvd, Riga, LV-1050

Telephone: +371 67 088 555

E-mail address: rigasudens@rigasudens.lv

Website: <https://www.rigasudens.lv/>

Website procurement section: <https://www.rigasudens.lv/lv/izsludinatie-iepirkumi>.

EIS website of the Contracting

Authority: <https://www.eis.gov.lv/EKEIS/Supplier/Organizer/3179>.

1.2. Contracting Authority's contact person

LLC "Rīgas ūdens" Procurement Management Department Mr Arnis Kalekaurs, Senior Procurement Specialist, tel. 67088428, e-mail address arnis.kalekaurs@rigasudens.lv

2. GENERAL INFORMATION

2.1. Procurement Title and Identification Number

Procurement title: "Reagent – liquefied chlorine delivery".

Procurement identification number: RŪ-2026/67.

2.2. Type of procurement procedure and legal framework

Open tender in accordance with the provisions of the Contracting Authority's internal regulatory framework for procurement procedures with a contractual price below the contractual price thresholds set by the Cabinet of Ministers.

2.3. Terms Used in the Regulations of the Open Tender

2.3.1. EIS - Electronic procurement system.

2.3.2. Tender – this open tender.

2.3.3. Commission - the Procurement Commission established by the Contracting Authority to organise the Tender.

2.3.4. Law – Law on the Procurements of Public Service Providers,
<https://likumi.lv/ta/id/288730-sabiedrisko-pakalpojumu-sniedzēju-iepirkumu-likums>.

2.3.5. Contract - the procurement contract to be concluded as a result of the Tender in accordance with **Annex 4** to the Regulations.

2.3.6. Regulations – these Regulations of the Tender.

2.3.7. Contracting Authority - LLC "Rīgas ūdens" (see **Clause 1.1** of the Regulations).

2.3.8. Person, whose capabilities the Tenderer relies on – the person, whose capabilities the Tenderer relies on for the confirmation of compliance with the qualification requirements set for the tenderers in the Regulations.

2.3.9. Supplier - a private individual or legal entity, a contracting authority, a provider of public services or a consortium of such parties in any combination, which accordingly offers to perform construction work, to supply goods or to provide services.

2.3.10. Proposal - Tenderer's proposal for the Tender.

2.3.11. Product - product indicated in **Clause 2.4** of the Regulations.

2.3.12. Tenderer - Supplier registered on the EIS which has submitted a Proposal in the EIS e-Tender subsystem¹.

¹ See information on registration here:

<https://www.eis.gov.lv/EIS/Publications/PublicationView.aspx?PublicationId=4&systemCode=CORE>

2.3.13. VAT - value added tax.

2.3.14. Sanctions Law - Law on International and National Sanctions of the Republic of Latvia
<https://likumi.lv/ta/id/280278-starptautisko-un-latvijas-republikas-nacionalo-sankciju-likums>.

2.4. Subject-matter of the Tender and its Description

2.4.1. Subject-matter of the tender is delivery of reagent – liquefied chlorine in accordance with the Technical Specification attached as Annex 2 to the Regulations, as well as the provisions of the Contract project and the requirements of the binding laws and regulations.

2.4.2. Main CPV code for the subject-matter of the tender: 24311900-6 (Chlorine).

2.4.3. Supply amount – 105 (one hundred five) tons. The Contracting Authority orders the Products within 36 (thirty six) months as from coming into force of the procurements contract, on the basis of separate Orders.

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

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

2.4.6. Tenderer may not submit variants of the Proposal.

2.5. Proposal Assessment Criterion

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 Regulations and be the most economically advantageous proposal with the lowest price.

2.6. Announcement of the Tender

The Tender shall be announced by publishing a notification:

2.6.1. In the procurement section of the Contracting Authority's website
www.rigasudens.lv/lv/izsludinatie-iepirkumi;

2.6.2. EIS www.eis.gov.lv;

2.6.3. on the website www.iepirkumi.lv.

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

2.7. Entering Into the Contract

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. PROCEDURE FOR THE INFORMATION EXCHANGE

3.1. The Regulations, amendments thereto and other information on the Regulations shall be posted on the Contracting Authority's website <https://www.rigasudens.lv/lv/izsludinatie-iepirkumi>.

3.2. If the interested supplier has requested additional information regarding the Regulations in a timely manner, the Procurement 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 expiry of the time limit set for the submission of proposals.

3.3. The interested Supplier's request for further information should be sent to the Commission at the e-mail address of the Contracting Authority's contact person indicated in Clause 1.2 of the Regulations. The request should indicate the applicant's details and position, name and surname of the applications signatory.

3.4. Where the Commission provides additional information, it shall, at the same time as sending the additional information to the Supplier that has asked the question, post that information on the Contracting Authority's website.

- 3.5. Suppliers shall be obliged to keep up-to-date with the information on the Tender published on the Contracting Authority's website.
- 3.6. During the course of the Tender, correspondence between the Commission and the interested Suppliers and Tenderers shall take place in Latvian or English.
- 3.7. The Contracting Authority shall send requests for clarification of the information contained in the Tender and notification of the results of the Tender to the Tenderer at the e-mail address(es) indicated in the Application for Participation in the Open Tender.

4. PROCEDURE FOR OPENING AND ASSESSMENT OF THE PROPOSALS

4.1. Submission of a tender

- 4.1.1. Suppliers may submit proposals until April 8, 2026, at 11:00 (EET), by sending the proposal electronically to the e-mail address iepirkumi@rigasudens.lv , in compliance with the proposals presentation requirements specified in Clauses 4.1.2 and 5 of the Regulations.
- 4.1.2. Proposal must be secured with a password so that it cannot be opened until the deadline specified in Clause 4.1.1 of the Regulations. The Applicant must send a valid password for opening the secured document to the e-mail address specified in Clause 4.1.1 of the Regulations no later than 15 (fifteen) minutes after the proposal opening deadline to the e-mail address specified in Clause 4.1.1 of the Regulations.
- 4.1.3. Contracting Authority is not responsible for the premature opening of such Proposals that are not prepared in accordance with the requirements of the Regulations.
- 4.1.4. Proposals that will be submitted in paper format will not be opened and reviewed and will be returned unopened to the applicant. Proposals submitted to another e-mail address may not be considered if they are not available to the Commission before the deadline for submission of bids specified in paragraph 4.1.1 of the Regulations.

4.2. Procedure for withdrawal and amendment of the Proposals

- 4.2.1. Proposal may be amended or withdrawn before the expiry of the time limit set for the submission of tenders.
- 4.2.2. If amendments to the Proposal are submitted, the Proposal shall be considered to have been submitted at the time when the amendments are submitted.

4.3. Procedure for the opening of the Proposals

- 4.3.1. Proposals will be opened on April 8, 2026, at 11:00 (EET) in Riga, at 1 Zigfrīda Annas Meierovica Blvd, Building 3.
- 4.3.2. Proposals shall be opened naming the Tenderer, the time of submission of the Proposal and the total price indicated (EUR excluding VAT).
- 4.3.3. 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.
- 4.3.4. 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.

5. REQUIREMENTS FOR THE DRAWING UP OF THE PROPOSAL

- 5.1. Tender documents must be prepared electronically in a format readable with tools of *Microsoft Office 2010* (or a later software version).
- 5.2. Proposals must be prepared by the Tenderers in a way that does not compromise the operation of the Contracting Authority information technology systems and does not restrict access to the information in the proposals, including the absence of computer viruses and other harmful software or its generators.
- 5.3. The offer must be signed with a secure electronic signature.
- 5.4. The documents included in the Proposal must be clear and in computer readable form, without cross-outs, supplements, unstipulated corrections, blockings or erasures. In the case

of corrections, they must be specified according to Cabinet Regulation No. 558 'Procedure for the preparation and formatting of documents' of 4 September 2018.

- 5.5. The Proposal must be prepared in Latvian or English. Documents submitted in another language must be accompanied by a translation into Latvian or English. The Tenderer is responsible for ensuring that the translation matches the originals of the documents.
- 5.6. The Proposal must be signed by a Tenderer's legal or authorised representative, enclosing the corresponding authorisation for signing the Proposal and for declaring the correctness of the translations of the documents of the Proposal.
- 5.7. If a Proposal is submitted by a consortium, the Proposal is signed by all the members of the consortium or an authorised representative of the consortium.

6. SUB-CONTRACTORS AND PERSONS WHOSE CAPABILITIES THE TENDERER RELIES ON

- 6.1. If it is necessary for the performance of the contract, the Tenderer may rely on other person's capabilities to confirm its qualification's compliance with the requirements set in the Regulations, regardless of the legal nature of the mutual relations. In such a case, the Tenderer must demonstrate to the Contracting Authority that it will have the necessary resources at its disposal by submitting statement of these subcontractors or an agreement on the provision of the resources necessary at the Tenderer's disposal.
- 6.2. For the purposes of confirmation of professional experience or availability of personnel conforming to the Contracting Authority's requirements, the Tenderer may rely on capabilities of other persons only in case, if such persons will render the services provided for in the procurement contract, the fulfilment of which requires the relevant capabilities.
- 6.3. 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 procurement contract to be transferred to each of such sub-contractors, if the Tenderer plans to involve such sub-contractors. Total value of the construction works to be performed or services to be rendered by the sub-contractors shall be determined according to Section 68, Paragraph Three of the Law.

7. PROVISIONS FOR THE EXCLUSION OF TENDERERS

- 7.1. The Tenderer will be excluded from participation in the Tender if it meets the following reasons for/provisions of exclusion, which will be verified in the following order:

No.	Reason for/provision of the exclusion of tenderers	Verification of the reason for/provision of the exclusion of tenderers
7.1.1	On the closing date set for the submission of proposals or on the date on which the decision on the possible award of the Contract is taken, the Tenderer has tax (duty) debts administered by the State Revenue Service in Latvia or administered by a foreign competent authority in its country of registration or permanent residence exceeding in total <i>EUR</i> 150 in any of the countries.	The Commission shall obtain information on the Tenderers registered in the Republic of Latvia in the public database of tax debtors, maintained by the State Revenue Service. If the Commission finds that, according to the information published by the State Revenue Service in the public database of tax debtors on the date of the last update, the Tenderer or the person referred to in Clause 7.2 of the Regulations are subject to the reason for exclusion set in Clause 7.1.1 of the Regulations on the last day set for the submission of proposals or on the day of the decision on the possible award of the Contract, the Commission shall request the Tenderer to submit, within 3

No.	Reason for/provision of the exclusion of tenderers	Verification of the reason for/provision of the exclusion of tenderers
		(three) working days of the date of sending the request for information, proof that the Tenderer or the person referred to in Clause 7.2 of the Regulations were not subject to the reason for exclusion referred to in Clause 7.1.1 of the Regulations (statement from the electronic declaration system of the State Revenue Service or other objective proof of the absence of tax debts). A tenderer registered or having its permanent residence in a foreign country must, within 10 (ten) working days of the date of dispatch of the Commission's request for information, submit a statement or other document issued by a competent authority of the foreign country attesting that the reason for exclusion does not exist.
7.1.2	The Tenderer has been declared insolvent, the Tenderer's business activities have been suspended or the Tenderer is in the process of dissolution.	The Commission shall obtain information on the Tenderers registered in the Republic of Latvia from the Register of Enterprises. A tenderer registered or having its permanent residence in a foreign country must, within 10 (ten) working days of the date of dispatch of the Commission's request for information, submit a certificate or other document from the competent authority of the foreign country attesting that the ground for exclusion does not exist.
7.1.3	The Tenderer is subject to the reasons for exclusion set out in Clauses 10, 11, 12, 13 and 14 of the second paragraph of Section 48 of the Law.	The Commission shall take into account the information at the disposal of the Contracting Authority.
7.1.4	The Tenderer is subject to the exclusion conditions indicated in Section 11 ¹ (1) of the Sanctions Law.	The Commission obtains information from public databases using the <i>Lursoft</i> electronic tool.

- 7.2.** The reasons for exclusion of the Tenderers referred to in Clauses **7.1.1 – 7.1.3** apply also to any of the following persons:
- 7.2.1. a member of a partnership, if the Tenderer is a partnership;
 - 7.2.2. person indicated by the Tenderer whose capabilities the Tenderer relies on;
 - 7.2.3. subcontractor indicated by the Tenderer the value of the services to be provided by whom amounts to at least 10,000 *euro*.
- 7.3.** The Contracting Authority shall not exclude the Tenderer from further participation in the Tender if the Tenderer has ensured its reliability in accordance with the procedures of Section 49 of the Law. The Commission shall assess the credibility of the Tenderer in accordance with the procedures of Section 49 of the Law.

8. DOCUMENTS TO BE INCLUDED IN THE PROPOSAL

- 8.1. Application for participation in the Tender must be prepared in accordance with the template attached in **Annex 1** to the Regulations.
- 8.2. The Tenderer's qualification documents that must be submitted in accordance with **Clause 9** of the Regulations.
- 8.3. Technical and Financial proposal prepared in accordance with **Clause 10** of the Regulations.
- 8.4. Where the Tenderer relies on the capabilities of others to confirm that its qualifications meet the requirements of the Regulations, the proposal must be accompanied by documents prepared in accordance with the templates attached in **Annex 5** to the Regulations.
- 8.5. If the Tenderer intends to involve sub-contractors for the performance of the Contract, the Proposal must be accompanied by documents prepared in accordance with the templates attached in **Annex 6** to the Regulations.
- 8.6. Statements and other documents issued by the competent authorities of Latvia in the cases stipulated in the Law are accepted and recognised by the Contracting Authority if issued no earlier than one (1) month before the day of submission, while statements and other documents issued by foreign competent authorities are accepted and recognised by the Contracting Authority if issued no earlier than six (6) months before the day of submission, unless the issuer of the statement or document sets a shorter validity period for it.

9. QUALIFICATION REQUIREMENTS OF THE TENDERERS AND DOCUMENTS TO BE SUBMITTED

Tenderers must meet the following requirements for the qualification of Tenderers and submit the following documents:

No.	Qualification Requirements	Documents to be submitted
9.1.	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 Commission 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 Commission 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 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.

No.	Qualification Requirements	Documents to be submitted
9.2.	The Tenderer's official that signed the Proposal documents has the power of representation (signature). The requirement applies also to general partnerships and all their members (if the Proposal is submitted by a general partnership) or all members of consortia (if the Proposal is submitted by a consortium), as well as to parties whose capacity the Tenderer relies on.	The Contracting Authority verifies in public databases whether the Tenderer's official that signed the Proposal documents has the power of representation (signature). 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 Commission 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). If the Proposal is signed by a person authorised by the Tenderer who is not the Tenderer's legal representative (signatory), the Tenderer must provide a power of attorney issued by an official with signatory powers to the person signing the Proposal to sign the Proposal documents. If Proposal is submitted by an association of suppliers, and the application is not signed by all the participants thereof, but the authorised representative thereof, the Tender must submit a document attesting authorisation.
9.3.	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 Clause 9.3 of the Regulations, the Tenderer shall submit information and a declaration in accordance with the template attached in Annex No. 5 to the Regulations.
9.4.	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 (chemicals in pressurized containers) to at least 2 (two) contracting authorities,	Completed and signed list of the Tenderer's experience in accordance with the template attached in Annex No. 3 of the Regulations. The aforementioned template must indicate the information, which allows for verification of compliance with the requirements of Clause 9.4 of the Regulations.

No.	Qualification Requirements	Documents to be submitted
	each not less than 5 (five) tons of Goods in one delivery.	

9.5.If the Tenderer is a consortium, then the requirements that apply to the Tenderer's technical and specialist capacity, apply to the members of the consortium jointly, and not to each of them separately.

10. TECHNICAL AND FINANCIAL PROPOSAL

10.1. Technical and Financial Proposal must be prepared in accordance with the forms attached in **Annex 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.

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

11. ASSESSMENT OF TENDERERS AND PROPOSALS

11.1. Evaluation of Proposals shall take place in closed sittings of the Commission.

11.2. After the opening of the Proposals, the Commission:

11.2.1. 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 Tenderer shall notify the correction of mistakes and the corrected amount of proposal to the Contracting Authority whose mistakes were corrected. When assessing the Financial Proposal, the Commission shall take into account the corrections. The Commission is entitled to request from the Tenderer clarification of the information contained in the Financial Proposal. 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;

11.2.2. If the Commission finds arithmetical or clerical errors in the Financial Tender, it shall proceed as follows:

- 1) if the Tenderer has indicated in the Financial Proposal a different quantity of units from the Financial Proposal template due to a clerical error, the Commission shall have the right to ask the Tenderer to clarify and correct the tender as set out in the Financial Proposal template;
- 2) where finds a discrepancy between the unit price and the tendered contract price, obtained by multiplying the unit price by the volume, the unit price quoted shall prevail;
- 3) if the price in the Financial Proposal is quoted to more than two decimal places, the Commission will round the price to two decimal places.

11.2.3. will verify compliance of drawing up of the Proposal submitted by the Tenderer offering the lowest price with the requirements laid down in the Regulations. If presentation of the Proposal contains significant non-compliances with the requirements of the Regulations, the Commission may decide on rejection of the Proposal, provided that non-compliance of the Proposal with the presentation requirements is so significant that it affects evaluation of the Proposal;

- 11.2.4. will verify whether the Application for Participation in an Open Tender, submitted by the Tenderer who has submitted proposal with the lowest price, complies with the requirements of the Regulations. If the Application for participation in the open tender has not been included in the Proposal or it does not conform to the requirements stipulated in the Regulations, the Tenderer's Proposal shall be rejected;
- 11.2.5. will verify qualifications of the Tenderer who has submitted proposal with the lowest price and compliance of the submitted qualification documents with the requirements of the Regulations. If the Tenderer has failed to submit qualification documents or does not meet the qualification requirements set out in the Regulations, or fails to provide evidence to evaluate its qualifications, the Tenderer and its Proposal shall be rejected or excluded from further participation in the Tender. If the Commission finds that the information contained in the Tenderer's qualification documents is unclear or incomplete, it shall request the Tenderer or a competent body to clarify or supplement the information contained in those documents;
- 11.2.6. will verify if the Technical Proposal of the Tenderer that has submitted the Proposal with the lowest price has been prepared according to the requirements of the Regulations. The Commission is entitled to request from the Tenderer clarification of the information contained in the Technical Proposal. If the Technical Proposal is not submitted or does not comply with the requirements of the Regulations, the Tenderer's Proposal is rejected.
- 11.3. If the Contracting Authority has any doubt as to the authenticity of the submitted copy of the document, it shall request the Tenderer to present original copy of the document or submit a certified copy of the document.
- 11.4. If the Commission finds that the Tenderer's Proposal has an unreasonably low price, it is rejected. Where the Tenderer's proposal is considered by the Commission to be abnormally low, the Contracting Authority shall, before the possible rejection of such a proposal, request in writing a detailed explanation of the offered price or costs in accordance with Section 59 of the Law.
- 11.5. **The winner of the Tender will be the Tenderer who will have submitted the most economically advantageous proposal compliant with the requirements of the Regulations with the lowest price.**
- 11.6. When assessing the proposal, the Commission shall take into account the total price of the Proposal, excluding VAT for Orders of 2026, 2027, 2028 and 2029.
- 11.7. If the Tenderer that will have submitted a proposal with the lowest price will be declared non-compliant with the qualification requirements set in the Regulations or its Proposal will be declared uncomformable to the Regulations or abnormally low, or the Tenderer will be excluded from further participation in the Tender, if it is subject to the Tenderers' exclusion conditions, the Commission will select the Proposal of the Tenderer which will have submitted a proposal with the next lowest price. If this Tenderer or its proposal will also be rejected or excluded from further participation in the Tender, the Commission will evaluate the proposal with the next lowest price.
- 11.8. If, before taking a decision on the award of the Contract, the Commission finds that Proposals 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.
- 11.9. The Commission shall perform verification regarding the reasons for/provisions of exclusion referred to in Clause 7.1 of the Regulations with regard to the Tenderer which should be

awarded the Contract. If the Tenderer meets any reasons for/provisions of exclusion referred to in Clause 7.1 of the Regulations, the Tenderer shall be excluded from participation in the Tender.

12. ACTIVITIES OF THE COMMISSION, RIGHTS AND OBLIGATIONS OF THE COMMISSION, THE CONTRACTING AUTHORITY, SUPPLIERS AND THE TENDERERS

12.1. Activities of the Commission, Rights and Obligations of the Commission

- 12.1.1. Meetings and sittings of the Commission shall be chaired by the Chairperson of the Commission or, in his/her absence, by the Vice-Chairperson of the Commission.
- 12.1.2. The Commission shall be legally eligible to make decisions, if at least half of the members thereof is present in the sitting.
- 12.1.3. The Commission shall deal with all matters relating to the conduct and organisation of the Tender, including the preparation of the Regulations, the provision of additional information on the Regulations and the evaluation of the Tenderers' proposals.
- 12.1.4. The Commission shall have rights and obligations under the Regulations, including:
 - 12.1.4.1. To 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.
 - 12.1.4.2. To invite specialists or experts with advisory rights to participate in the Commission's work;
 - 12.1.4.3. To take a decision regarding the exclusion of a Tenderer from further participation in the Tender or rejection of the Proposal, if the Tenderer has not submitted documents in accordance with the Regulations or the documents of Proposal do not conform to the requirements specified in the Regulations;
 - 12.1.4.4. after consultations with the Tenderer, to establish that an unreasonably cheap Proposal has been submitted;
 - 12.1.4.5. To make corrections in the Tenderers' Proposals, if arithmetical or clerical errors have been established therein;
 - 12.1.4.6. To verify the necessary information at a competent institution, public databases or other public sources, as well as with the Tenderer's Contracting Authority;
 - 12.1.4.7. To require the Tenderer to produce the original copy of document if the Commission has doubts about the authenticity of the copy of the document submitted.
- 12.1.5. From the moment of submission of the Proposals until their opening, the Commission 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.
- 12.1.6. The Commission shall submit the results of the Tender for the approval of the Contracting Authority's board.

12.2. Rights and Obligations of the Contracting Authority

- 12.2.1. To decide to conclude the Contract, to suspend the Tender at any time (if objective reason exists) or terminate the Competition without a result.
- 12.2.2. 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 conforms to the requirements of the Regulations and is the next most economically advantageous one, or to suspend the Tender.
- 12.2.3. If only 1 (one) Tenderer participates in the Tender and its Tender complies with the Regulations - to decide to conclude the Contract or suspend the Tender.
- 12.2.4. The Contract may be entered into only after confirmation of the Tender results Contracting Authority's Board.

- 12.2.5. 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.
- 12.2.6. The content of the submitted Proposals and other materials shall not be disclosed, except in cases stipulated in the laws and regulations.

12.3. Rights and Obligations of the Suppliers and the Tenderers

12.3.1. Rights of the Suppliers and the Tenderers

- 12.3.1.1. The Supplier shall be entitled to request additional information on the requirements set out in the Regulations. Participation in the Open Procedure is an expression of the Tenderer's free will. By submitting a Proposal, each Tenderer undertakes to comply with all the conditions of the Regulations and the laws and regulations as a basis for the performance of the Contract;
- 12.3.1.2. To amend the Proposal submitted before the expiry of the time limit set for the submission of proposals or to withdraw the Proposal submitted at any stage of the Tender by notifying the Commission in writing.

12.3.2. Obligations of Suppliers and Tenderers

- 12.3.2.1. The Tenderer shall be fully responsible for compliance of the submitted Proposal with the Contracting Authority's requirements included in the Regulations;
- 12.3.2.2. To respond to the Commission's request for clarification or addition of the information contained in the Proposal within the time limit set by the Commission;
- 12.3.2.3. If the Tenderer is an association of suppliers and has been awarded the Contract, it may form itself, at its choice, according to a specific legal status or conclude a company contract before entering into the Contract;
- 12.3.2.4. To cover the costs of preparing and submitting the Proposal. The Contracting Authority shall not be liable for these costs and possible damages regardless of the outcome of the Proposal;
- 12.3.2.5. To keep up to date with the information published by the Contracting Authority about the Tender.

13. LIST OF SUB-CONTRACTORS

If the Tenderer, which will be awarded the 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 10 000 *euro*, after awarding of the Contract, but no later than upon commencement of performance of the Contract, the Tenderer shall be obliged to submit a list of the sub-contractors involved in the performance of the Contract, indicating 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 indicate in the list also the sub-contractors of the sub-contractors.

14. PROCEDURES FOR ANNOUNCING RESULTS OF THE TENDER AND FOR CONCLUSION OF THE CONTRACT

- 14.1. The Contracting Authority shall notify decision on the Tender results to the Tenderers in writing within 3 (three) working days as of the day of taking the relevant decision.
- 14.2. Based on the Tenderer's Proposal, the Contracting Authority shall enter into the Contract with the selected Tenderer according to the draft Contract (**Annex 4** to the Regulations).
- 14.3. 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 9.1 of the Regulations).
- 14.4. The Contracting Authority shall be entitled to decide on the award of the Contract to the Tenderer which has offered the next most economically advantageous Proposal, or to

suspend the Tender without selecting any of the Proposals, if the Tenderer which was recognised as a winner:

14.4.1. In the case and within the time limit set in the Regulations, refuses to enter into a partnership agreement, fails to provide a copy of the partnership agreement or fails to notify the formation of the partnership (if the Tenderer is an association of suppliers);

14.4.2. refuses to conclude the Contract or fails to sign the Contract within the time limit specified by the Contracting Authority.

15. OTHER PROVISIONS

15.1. The Contracting Authority has developed Suppliers' Code of Conduct (hereinafter referred to as - the Code), the goal of which is to provide and promote compliance with high ethical standards throughout the entire Contracting Authority's value chain and corporate environment. The Code contains the principles and requirements of the Contracting Authority's business practices, compliance with which is expected by the Contracting Authority also from all its business partners regardless of their size, turnover, experience, scope of activity and other factors. The Code is available on the Contracting Authority's website https://www.rigasudens.lv/sites/default/files/For-investors/corporate-governance/SUPPLIER_CODE_OF_CONDUCT.pdf

15.2. By participating in the Tender, the Supplier confirms that it has read the Code and undertakes to comply with its requirements.

Annex No. 1

Template of the Application for Participation in the Open Tender

APPLICATION FOR PARTICIPATION IN THE OPEN TENDER

1. By submitting this application, <Tenderer's name, registration number> (hereinafter referred to as – the Tenderer), applies for participation in the Open Tender “Reagent – liquefied chlorine delivery” (identification No. RŪ-2026/67; hereinafter referred to as – the Open Tender), organized by the LLC “Rīgas ūdens”.
2. If the Tenderer will awarded the procurement contract, the Tenderer undertakes to provide services in accordance with the draft contract attached to the regulations of the open tender, the technical specifications and the Tenderer's proposal.
3. The Tenderer fully accepts all the terms and conditions contained in the Open Tender's Regulations, including its annexes. Requirements and conditions of the Regulations of the Open Tender are clear and understandable
4. The Tenderer acknowledges that all the documentation that has been submitted together with this application is true and can be verified at the respective institutions and at our Contracting Authorities.
5. The Tenderer certifies that the derivatives and translations of the documents included in the offer in Latvian or English correspond to the original document.
6. We hereby certify that the Tenderer is not subject to the reasons for/provisions of exclusion set out in Clause 7.1 of the Regulations of the Open Tender. If the Tenderer or a member of a partnership is subject to one of the reasons for/provisions of exclusion set out in Clause 7.1 of the Regulations of the Open Tender, the Tenderer shall specify a particular violation/sanctions: <none>/<description of the violation, imposed sanction>.
7. The Tenderer certifies that it is not interested in any other Proposal submitted within the framework of the Open Tender.
8. The Tenderer certifies that this proposal has been developed and submitted independently of the competitors² and without any consultations, contracts or agreements, or other communication with the competitors.
9. The Tenderer hereby certifies that it has not communicated 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 procurement.
10. The Tenderer hereby certifies that it has not deliberately, directly or indirectly, revealed, and will not reveal provisions of the proposal to any competitors before the official date and time for the opening of tenders.
11. The Tenderer confirms that it has no competition restricting advantages in the open tender, as it or a legal entity related thereto have not been involved in the preparation of an open tender in accordance with Section 22(4) of the Law on the Procurements of Public Service Providers.
12. The Tenderer hereby states that the file of Proposal <file name, page number> contains information to be considered confidential / trade secret according to Section 2, Paragraph One

² 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.

of the Trade Secret Protection Law and Section 19, Paragraph One of the Law On the Procurement of Public Service Providers.

13. The Tenderer confirms that it has read the Suppliers' Code of Conduct (hereinafter referred to as - the Code), prepared by the LLC "Rīgas ūdens", available on the Contracting Authority's website https://www.rigasudens.lv/sites/default/files/For-investors/corporate-governance/SUPPLIER_CODE_OF_CONDUCT.pdf, and complies with the principles set out in the Code in its activities, and, if the Tenderer will be awarded the procurement contract as a result of the open tender procedure, the Tenderer will comply with the requirements set out in the Code in the performance of the Contract and ensure that the employees and subcontractors involved in the performance of the Contract, as well as subcontractors of the subcontractors will comply therewith.
14. Hereby, we take full liability for the submitted documents, information included therein, preparation, compliance with requirements of the open procedure regulations.
15. The Tenderer's contact person: <name, surname, position, phone number, e-mail address>.
16. The Tenderer is represented in the Tender by (if the Tenderer is an association of persons):
<Name of the member of the association of persons or name and surname (if the member of the association of persons concerned is a natural person)>
<Registration number or personal identity number>
<Address>³

<Tenderer's name and registration number>

<Tenderer's registered address and correspondence address, phone number, e-mail address>

<Tenderer's banking details>

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

<Signature>⁴

<Date, place>

³ This Section must be included in the tender Application if the Tenderer is a consortium.

⁴ All members of the association of persons (if the Tenderer is an association of persons) shall sign the Tender Application.

Technical Specification - Template of the Technical and Financial Proposal

FORM OF THE TECHNICAL OFFER

	Quality requirements	Technical offer
Name:		<...>
Manufacturer:		<...>
Chemical name:	Chlorine Cl ₂	<...>
Aggregate state:	Liquefied, under pressure	<...>
Compliance with standards:	LVS EN 937:2016	<...>
Supply amount at a single delivery:	7 (seven) tons	<...>
Supply term:	Not more than 14 (fourteen) days as from the day of placing the Order	<...>
Product usage determined by the Contracting Authority:	To clean potable water	<...>
Characteristics of the storage and dosage containers	Volume: 0.8-1 m ³	<...>
	Diameter: 700-1,000 mm	<...>
	Length: 1,500-2,000 mm	<...>
	Amount of chlorine in one container: 1,000 kg	<...>
Compatibility with the existing system	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 2026:

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, LV-1076, SIA "Rīgas ūdens" ŪS "Daugava", in compliance with Incoterms 2020 DDP 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 2027:

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, LV-1076, SIA "Rīgas ūdens" ŪS "Daugava", in compliance with Incoterms 2020 DDP 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 2028:

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, LV-1076, SIA "Rīgas ūdens" ŪS "Daugava", in compliance with Incoterms 2020 DDP 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.

4. Financial offer for orders of 2029:

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, LV-1076, SIA "Rīgas ūdens" ŪS "Daugava", in compliance with Incoterms 2020 DDP 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.

<Tenderer's name and registration number>

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

<Signature>

<Date, place>

Annex No. 3

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 9.4** of the Regulations of the Open Tender “Reagent – liquefied chlorine delivery”, identification No. RŮ-2026/67) 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	<...>	<...>	<...>	<...>

<Tenderer's name and registration number>

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

<Signature>

<Date, place>

Contract No. _____
for the Reagent – liquefied chlorine delivery
(procurement identification No. RŪ-2026/67)

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 Cl₂ 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 DDP (*Incoterms 2020*) at the address: Bauskas iela 209, Rīga, LV-1076, 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 10.8 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 (hereinafter - 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 20 (twenty) 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 (zero point one) % 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 36 (thirty-six) 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 105 (one hundred five) tons of Product are supplied within the scope of the Contract in compliance with Orders.

8.4. The Parties agree that the Buyer has the right to unilaterally withdraw from the contract in the following cases:

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. Claims and disputes related to the Agreement shall be heard in the courts of the Republic of Latvia in accordance with the regulatory legal acts of the Republic of Latvia.

10.5. 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.

10.6. 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).

10.7. The Tenderer undertakes to comply with the requirements set out in the LLC "Rīgas ūdens" Supplier Code of Conduct (hereinafter – the Code), available on the Contracting Authority's website https://www.rigasudens.lv/sites/default/files/For-investors/corporate-governance/SUPPLIER_CODE_OF_CONDUCT.pdf. The Tenderer ensures that all employees and subcontractors involved in the execution of the Contract, as well as subcontractors' subcontractors, are familiar with and comply with the requirements set out in the Code. The Code is an integral part of the Contract.

10.8. 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.

10.9. Within the scope of performing the Contract, the Supplier's contact person is _____.

10.10. 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 CO₂ gas equivalent).

10.11. 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

Templates of Information on Persons Whose Capabilities the Tenderer Relies On and Declaration 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) acknowledges that, within the framework of the Open Tender “Reagent – liquefied chlorine delivery” (procurement identification No. RŪ-2026/67; hereinafter referred to as – the Open Tender), it relies on capabilities of the following persons to confirm compliance with the qualification requirements of the tenderers stipulated in the Regulations of the Open Tender:

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 “Reagent – liquefied chlorine delivery” (procurement identification No. RŪ-2026/67; hereinafter referred to as – the Open Tender), organised by the LLC “Rīgas ūdens” (hereinafter referred to as – the Contracting Authority), as the person on whose capabilities <Tenderer's name and registration number> (hereinafter referred to as – the Tenderer) relies on.
2. Within the Open Tender, the Tenderer is allowed to rely on <volume and content of the qualification requirements to be delivered>⁵.
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, technical equipment>.
4. <Name, registration number of the person whose capabilities the Tenderer relies on> is not subject to the reasons for exclusion set out in Clauses 7.1.1-7.1.3 of the Regulations of the Open Tender.
5. <Name, registration number of the person whose capabilities the Tenderer relies on> has read the LLC "Rīgas ūdens" Supplier Code of Conduct (hereinafter referred to as - the Code), available on the Contracting Authority's website https://www.rigasudens.lv/sites/default/files/For-investors/corporate-governance/SUPPLIER_CODE_OF_CONDUCT.pdf, and complies with the principles set out in the Code in the course of its activities, as well as in case, if the Tenderer

⁵ The Tenderer's employees or other natural persons which are identified as experts in the tenderer's proposal and which will actually provide services in the performance of the procurement contract shall not be regarded as persons whose capabilities the tenderer relies on

is awarded the procurement contract as a result of the Open Tender, the <name, registration number of the person whose capabilities the Tenderer relies on> will comply with the requirements set out in the Code in the performance of the Contract, and ensure that the employees and subcontractors involved in the performance of the Contract also comply therewith.

6. 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 Declaration of Sub-contractor

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 “Reagent – liquefied chlorine delivery” (procurement identification No. RŪ-2026/67), the sub-contractors will be transferred the following services, which form part of the procurement contract⁶:

Sub-contractor's name and registration number	Value of services to be provided, <i>EUR</i> , excl. VAT	Brief description of the services to be provided 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> (hereinafter referred to as – the Sub-contractor) hereby certifies that:

1. The Sub-contractor agrees to participate in the Open Tender “Reagent – liquefied chlorine delivery” (procurement identification No. RŪ-2026/67; hereinafter referred to as – the Open Tender) 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 the following:
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 (for example, technical equipment)>.
3. The Sub-contractor is not subject to the reasons for exclusion set out in Clauses 7.1.1-7.1.3⁷ of the Regulations of the Open Tender.
4. The Sub-contractor has familiarised itself with the LLC "Rīgas ūdens" Supplier Code of Conduct (hereinafter referred to as - the Code), available on the Contracting Authority's website https://www.rigasudens.lv/sites/default/files/For-investors/corporate-governance/SUPPLIER_CODE_OF_CONDUCT.pdf, and complies with the principles set out in the Code in its activities, and, if the Tenderer will be awarded the procurement contract as a result of the Open Tender, the Sub-contractor will comply with the requirements set out in the Code in the performance of the Contract and ensure that the employees involved in the performance of the Contract as well as the Subcontractors of the sub-contractors comply therewith.
5. The Sub-contractor acknowledges that all the provided information is true.

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

<Signature>

<Date, place>

⁶ Sub-contractors and the sub-contractors hired by sub-contractors, if any, the value of share of the contract of which amounts to at least 10,000 *euro* shall be specified.

⁷ Indicates if the value of the share of the contract concerning the sub-contractor is at least 10,000 *euro*.

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

Alltech
Dosieranlagen
mit Know-how

protective cap

rating plate

rising pipe
chlorine gas extraction

immersion pipe
liquid chlorine extraction



