

APPROVED

Procurement Commission of the Liepaja Special Economic Zone Authority
Meeting of ____, _____, 2016 (Minutes No ____)
Chairman of the Procurement Commission
----- J. Lapiņš

PROCUREMENT REGULATIONS

“Procurement of the Tugboat Hire and Tugboat Services in the Port of Liepaja”

(Procurement Identification No LSEZ2016/2/K)

Liepaja, 2016

TABLE OF CONTENTS

1. Commissioning Authority and Commissioning Authority's contact person.....	3
2. Commissioning Authority, Interested Supplier and Tenderer.....	3
3. Communication.....	3
4. Information on the Procurement Subject – Matter.....	4
5. Tender / Offer.....	5
6. Validity term of the Tender / Offer.....	5
7. Tender Design.....	6
8. Tender Guarantee.....	8
9. Contract Performance Bond.....	9
10. Provisions for Tenderer Exclusion.....	10
11. Provisions with regard to the Tenderer's technical and professional skills.....	11
12. Documents to be submitted.....	11
13. Technical Tender.....	14
14. Assessment of the Financial Tender.....	14
15. Tender Assessment.....	17
Procurement Agreement.....	19
Annex A: Technical Specification.....	3
Annex B: Financial Tender.....	5
Annex B-1: Financial Tender for Part 1.....	6
Annex B-2: Financial Tender for Part 2.....	7
Annex B-3: Financial Tender for Part 3.....	8
Annex B-4: Financial Tender for Part 4.....	9
Annex C: Template Samples to Prepare the Tender.....	10
Annex C-1: Application template to participate in the procurement procedure.....	11
Annex C-2: Tender guarantee template.....	13
Annex C-3: Contract Performance Bond template.....	15
Annex C-4: Certification by the Sub-Contractor / Person, whose opportunities are used as the basis by the Tenderer.....	16
Annex D: Procurement Agreement Draft Templates.....	17
Annex D-1: Draft template – 1 st (first) Part.....	18
Annex D-2: Draft template – 2 nd (second) Part.....	31
Annex D-3: Draft template – 3 rd (third) Part.....	44
Annex D-4: Draft template – 4 th (fourth) Part.....	48
Annex E: Methodology Explanation.....	53

1. Commissioning Authority, Contact Person of the Commissioning Authority:

1.1. Commissioning Authority:

The Liepaja Special Economic Zone Authority, 4 Fēniksa Str., Liepaja, LV – 3401, Reg. No 90000329402

Contact Person of the Commissioning Authority:

Kristīne Alpēna, Procurement Specialist of the Liepaja Special Economic Zone Authority, phone (+371) 634 22394, fax (+371) 634 80252, e-mail: kristine.alpena@lsez.org

2. Supplier, Interested Supplier and the Tenderer

- 2.1. The Supplier is natural person or a legal person, an association of such persons in any combination thereof, which offer on the market to perform works, supply products or provide services accordingly.
- 2.2. Tenderer is a supplier, which has submitted a Tender or an indicative Tender.
- 2.3. Interested Supplier – a person, which has collected the Regulations.
- 2.4. The person whose opportunities are used as the basis by Tenderer in order to prove that the Tenderer's qualification thereof conforms to the requirements specified towards the Tenderer.
- 2.5. Within the framework of the procurement procedures, the Tenderer shall be represented by:
 - a. the Tenderer (if the Tenderer is a natural person);
 - b. the Tenderer's official with the signatory powers (if the Tenderer is a juridical person);
 - c. member of a partnership with the right of representation, abiding by the provisions of sub-paragraphs "a" and "b" of this Section (if the Tenderer is a partnership);
 - d. all members of an association of persons, abiding by the provisions of sub-paragraphs "a" and "b" of this Section (if the Tenderer is an association of persons); or,
 - e. a person, duly authorized by the Tenderer.

3. Communication

- 3.1. These Regulations are available in the website of the Commissioning Authority at <http://liepaja-sez.lv/lv/liepajas-sez/iepirkumi/>. Any interested party may have a free of charge access to the Tender documentation (in the Latvian and English languages), as well as, to obtain an electronic CD copy version at the office of the Procurement Specialist of the Liepaja Special Economic Zone Authority at 4 Fēniksa Str., Liepaja, LV - 3401 (1st Floor), every working day by 8 , August, 2016, from 9.00 a.m. to 12.00, and from 1.00 p.m. to 4.00 p.m. (8, August by 11.00 a.m.). The Latvian language shall be prevailing.
- 3.2. All communication in between the Commissioning Authority and the Interested Suppliers within the framework of the particular procurement procedure, shall be carried out in the Latvian language by mail, electronic mail or fax.

- 3.3. The electronic communication document shall be deemed received at the moment, the Commissioning Authority has mailed the electronic letter, under the condition, that a printout of such an electronic document has been preserved.
- 3.4. The communication document, sent by fax, shall be deemed received at the moment, the sender's fax provides a report, that the fax message has been received.
- 3.5. The communication document shall contain the name of the procurement procedure.
- 3.6. The Interested Supplier shall mail the communication document to the electronic address or fax number of the Commissioning Authority, or to the contact person of the Commissioning Authority, as specified in these Regulations.
- 3.7. The Interested Supplier shall be entitled to require additional information in the Latvian language, however, not later than 6 (six) days prior to the deadline for the Tender submission date. The Commissioning Authority shall render such additional information, as soon as possible, however, not later than 5 (five) days prior to the deadline for the Tender submission date.
- 3.8. In the event, that the Commissioning Authority provides such additional information, as mentioned above, the Commissioning Authority then, alongside with the provision of information to the Interested Supplier, which has shown interest in the particular issue, shall place such information, as well as, the raised question, in the website, where the Regulations are available.
- 3.9. In the event, that the Commissioning Authority has made amendments to the Regulations, such an information shall be placed in the website, where these Regulations are available. The Commissioning Authority shall place the aforementioned information in the website not later, than one day after the statement on amendments has been published in the website of the Procurement Monitoring Bureau.

4. Information on the Procurement Subject - Matter

- 4.1. The subject - matter of the particular procurement is: provision of Tugboat hire and Tugboat services in the Port of Liepaja in compliance with the Technical Specification (Annex A), (hereinafter referred to as – the Service). The procurement of such a Service shall be split in 4 (four) parts, consisting of four separate procurement subjects – the 1st (first) and 2nd (second) Part shall be the Tugboat hire, whereas, the 3rd (third) and the 4th (fourth Part – rendering of the Tugboat Service in the Port of Liepaja (on the call):
 - 4.1.1. The 1st (first) part – permanent hire of the Big Tugboat in the water area of the Port of Liepaja
 - 4.1.2. The 2nd (second) Part - permanent hire of the Small Tugboat in the water area of the Port of Liepaja.
 - 4.1.3. The 3rd (third) Part - rendering of the Big Tugboat on the call Service in the water area of the Port of Liepaja.
 - 4.1.4. The 4th (fourth) Part - rendering of the Small Tugboat on the call Service in the water area of the Port of Liepaja.

4.2. The Tugboats, specified in the Procurement parts, have been determined with the minimum technical requirements. (ref. Annex A).

4.3. The criterion for selection of the Tender offer shall be **the economically most advantageous Tender** in accordance with the assessment criteria, elaborated by the Commissioning Authority.

4.4. **The “on the call” Tugboats** shall be provided a safe berth in the Port of Liepaja.

5. The Place for Rendering the Service

5.1. The place for rendering the Service shall be the water basin of the Port of Liepaja.

6. The Term for Rendering the Service

6.1. The validity term of the Service Agreement shall be 3 (three) years from the date of entering into the Service Agreement.

7. The Tender

7.1. Procedures, Time and Place for Submission and Opening of the Tender

7.2. The Interested Supplier shall be entitled to submit only one Tender with regard to any part or to all 4 (four) parts.

The Interested Supplier shall be entitled to submit the Tender by 8 , August, 2016, 11.00 a.m. in the premises of the Liepaja Special Economic Zone Authority at 4 Fēniksa Street, Liepaja, LV – 3401, in the office of the procurement specialist on the 1st floor, in person or by e-mail. The mail delivery shall be delivered to the address, as specified in this Section by the term, as specified in this Section. The Tenders shall be opened on by 8 , August, 2016 at 11.00 a.m. at the Meeting Room, 3rd Floor, of the Liepaja Special Economic Zone Authority at 4 Fēniksa Street, Liepaja, LV-3400. Opening of Tenders shall be open.

7.3. The Tenders shall be opened in accordance with the order of submission, by naming the Tenderer, time of submission of the respective Tender, and the offered price. On the strength of request by a member of the Tender opening meeting, the Commissioning Authority shall present the respective financial Tender, where the offered price has been specified, as stipulated by the Form of the Financial Tender.

7.4. The Commissioning Authority shall not review such Tenders, which may have been submitted after expiry of the submission deadline, or, such Tenders, where the outer packaging does not prevent accessibility to the Tender information therein prior to opening of the Tenders. In the aforementioned event, the Commissioning Authority shall return the Tender to the respective Tenderer without assessment of the Tender.

8. Validity Term of the Tender

8.1. The Tender, submitted by the Tenderer, shall be valid, i.e. binding to the Tenderer, by the time, the parties enter into the Procurement Agreement, however, not less than 90 (ninety) days from the Tender submission date.

8.2. In the event, that, due to objective reasons, the Commissioning Authority is unable to enter into the Procurement Agreement within the Tender validity

term, the Commissioning Authority shall then be entitled to request the Tenderers in writing to extend the validity term of their Tenders.

- 8.3. In the event, that the Tenderer agrees to extend the validity term of the Tender, the respective Tenderer then shall duly notify the Commissioning Authority in writing, as well as, delivers a written statement by the bank, which has issued the Tender Guarantee, that the Tender Guarantee shall be extended by the Tender expiration date, or provision of a new Tender.

9. Requirements with Regard to the Tender Documentation

- 9.1. The Tender documents shall be prepared and submitted in the Latvian language in compliance with the Procurement Regulations, in a printed version, eligible, without corrections or omissions.

- 9.2. The Tender shall be prepared in the Latvian language. In the event, that some document (-s) in a foreign language are attached to the Tender, it (they) shall be supplied by the translation into the Latvian language, or, in either case, the Procurement Commission shall consider that such a document (-s) has (have) not been submitted. In the event of discrepancy in between the document in the Latvian language and in a foreign language, the document in the Latvian language shall prevail.

- 9.3. The Tender shall consist of the three below mentioned parts:

- a. Application to participate in the procurement procedure and the selection documents (1 (one) original and 1 (one) copy);
- b. The Tender Guarantee (1 (one) original and 1 (one) copy);
- c. Financial Tender (1 (one) original and 1 (one) copy).

- 9.4. The Tender documentation shall be prepared in the Latvian language in a computer printed version, it has to be clearly eligible, without corrections or omissions.

- 9.5. The table of contents shall be placed at the beginning of the respective Tender documentation. The paged of the Tender documentation shall be numerated and thread – sewn, the ends of the thread shall be fixed on the last page and duly certified. The certification shall contain information on:

- a. the total number of thread–sewn pages;
- b. the signature and printed name of the Tenderer or his or her representative (in the event, that the Tenderer is a natural person);
- c. place and date of certification.

- 9.6. The selection documents and the technical documentation may be submitted also in another language, under the condition, that such documents are supplied by translation into the Latvian language, duly approved by the Tenderer. All such damages, which may be caused by incorrect translation of the documents, shall be subject to the Tenderer’s liability in compliance with the procedures, stipulated by the normative acts. Certification of the translation shall contain:

- a. a notification “CORRECT TRANSLATION”,
- b. the signature and printed name of the Tenderer or his or her representative;

- c. place and date of certification.
- 9.7. In the event, that the Tenderer submits copies of the documents, the Tenderer shall certify them. Certification of the copies shall contain:
- a. a notification “CORRECT COPY”;
 - b. the signature and printed name of the Tenderer or his or her representative;
 - c. place and date of certification.
- 9.8. The Tenderer’s application to participate in the procurement procedure, the Terms of Reference – the Financial Tender and all such other Tender documentation shall be signed, translations of the copies and the thread-sewn parts shall be certified by:
- a. the Tenderer (in the event, that the Tenderer is a natural person);
 - b. the Tenderer’s official with signatory rights (in the event, that the Tenderer is a juridical person);
 - c. a member of a partnership with the right of representation, abiding by the provisions of sub-paragraphs “a” and “b” of this Section (in the event, that the Tenderer is a partnership);
 - d. all members of an association of persons, abiding by the provisions of sub-paragraphs “a” and “b” of this Section (in the event, that the Tenderer is an association of persons), or
 - e. a duly authorized person by the Tenderer.

Such documents, which refer solely to separate members of the respective partnership or association of persons, as well as, copies and translations, shall be certified by the member of the respective partnership or association of persons, abiding by the provisions of sub-paragraphs “a”, “b” and “e” of this Section.

- 9.9. Upon submission of the Tender or the application, the Tenderer shall be entitled to certify the accuracy of all document derivations and translations with a single certification, provided that all Tender or application is sewn through or bound through:
- a. the Tender shall be submitted in a sealed outer packaging, bearing:
 - b. the name, registration number and address of the Commissioning Authority,
 - c. name, surname and phone number of the Commissioning Authority’s contact person,
 - d. the Tenderer’s name, registration number (in the event, that the Tenderer is a juridical person or partnership), or personal identity number (in the event, that the Tenderer is a natural person), and the address,
 - e. name, surname, phone and fax number of the Tenderer’s contact person;

- f. a notification “Tender to the Procurement for Provision of Tugboat Services in the Port of Liepaja”. Not to be opened by 8, August, 2016, 11.00 a.m.
- 9.10. Two sealed inner packaging pieces shall be placed into the outer packaging of the Tender, whereof, the original Tender shall be placed into one of the inner pieces of packaging shall, and copies of the Tender documentation shall be placed into the other inner piece of packaging. The inner pieces of packaging shall contain:
- a. a notification “ORIGINAL” or “COPY”;
 - b. the Tenderer’s name and registration number, or the personal identity number;
 - c. a notification “Tender to the Procurement for Provision of Tugboat Services in the Port of Liepaja.” Identification No LSEZ2016/2/K.
- 9.11. Originals or copies of the parts of the Tender shall be placed into inner pieces of the Tender packaging. Originals and copies of the Tender parts shall bear the below mentioned, accordingly:
- a. a notification “ORIGINAL” or “COPY”;
 - b. the Tenderer’s name and registration number, or the personal identity number;
 - c. a notification “The Tenderer’s Application to Participate in the Procurement Procedure and the Selection Documents”, “The Tender Guarantee”, “The Technical Tender”, or “The Financial Tender”).

10. The Tender Guarantee

- 10.1. Upon submission of the Tender, the Tenderer shall provide the Tender Guarantee in the amount of EUR 3000 (three thousand euros) for the 1st (first) part of the Tender, EUR 1500 (one thousand and five hundred) for the 2nd (second) part of the Tender, EUR 3000 (three thousand euros) for the 3rd (third) part of the Tender, and EUR 1500 (one thousand and five hundred euros) for the 4th (fourth) part of the Tender. The Tender Guarantee shall be issued by a bank or its affiliate, which has been duly registered in the Republic of Latvia, or in another European Union member state, or the European Economic Zone member state, or an affiliate of a foreign bank, which has commenced to render its services within the territory of the Republic of Latvia¹ in compliance with the procedures, set by the normative acts of the Republic of Latvia, and, the Tender Security shall adhere to the Tender Guarantee Template (D3 Annex), or to the provisions, stipulated by the Tender Guarantee Template. The Tenderer shall transmit the Tender Guarantee into the bank account of the Liepaja Special Economic Zone Authority at: AS “Swedbank”, bank account No LV12HABA0001407037000, with a notification “Tender Guarantee for the 1st (first) and / or the 2nd (second), and / or the 3rd (third), and / or the 4th (fourth) Part of the Procurement with the Procurement Identification No LSEZ2016/2/K”.

¹ list of banks and insurers, which have commenced rendering of their services in compliance with the provisions of the normative acts of the Republic of Latvia, may be found at:
<http://www.fktk.lv/lv/tirgusdalibnieki/kreditiestades/pakalpojumu-sniedzaji-no-eez/pakalpojumu-sniegtanas-briviba.html>

10.2. The Tender Guarantee shall be in effect from not later, than the Tender submission deadline by the earliest of the below mentioned time terms:

- a. by the end of the ,Tender validity term or by the end of the extended Tender validity term, under the condition, that the Tenderer and the issuer of the Tender Guarantee have duly notified the Commissioning Authority on such an extension in writing;
- b. by the date, when the Tenderer, which has been acknowledged a winner, shall issue the Performance Bond, as stipulated by the provisions of the Procurement Agreement (if same has been intended in the draft procurement agreement), or
- c. by entering into the Procurement Agreement.

10.3. The provider of the Tender Guarantee shall disburse to the Commissioning Authority, or the Commissioning Authority shall deduct the amount of the Tender Guarantee, paid in by the Tenderer, if:

- a. the Tenderer withdraws his or her Tender during the period of validity of the Tender Guarantee;
- b. the Tenderer whose Tender has been selected in accordance with the Tender selection criterion, has not submitted to the Commissioning Authority the Tender Guarantee provided for in the procurement procedure documents and in the Procurement Agreement, within the time period laid down by the Commissioning Authority;
- c. the Tenderer whose Tender has been selected in accordance with the Tender selection criterion, does not sign the Procurement Agreement, or the framework agreement within the time period laid down by the Commissioning Authority.

10.4. The Commissioning Authority shall return the Tender Guarantee to the Tenderer, as follows:

- a. to the Tenderer, with whom the Commissioning Authority has entered into the Procurement Agreement – after submission of the Contract Performance Bond;
- b. to other Tenderers – after completion of the procurement procedure;
- c. to the Tenderer, which does not agree to extend the validity term of his or her Tender – after expiry of the validity term of the respective Tender.

11. Contract Performance Bond

11.1. Within 14 days' time from the effective date of the Agreement, the Contractor shall submit to the Commissioning Authority the Contract Performance Bond in the amount of the advance payment, as specified in sub-section 11.1 of the Special Provisions. The Contract Performance Bond shall be issued by the bank / bank affiliate/ foreign bank/ foreign bank affiliate or by an insurance company/ foreign insurance company affiliate, which has been registered in the Republic of Latvia or a member state of the European Union, European Economic Zone, which has commenced rendering of its services in compliance with the procedures laid down in the normative acts of the Republic of Latvia within the territory of the Republic of

Latvia. The Contract Performance Bond shall be prepared in accordance with the Contract Performance Bond Template, which has been specified in Annex C3 (ref. Annex C to the Regulations):

11.1.1. The Contract Performance Bond for the 1st (first) Part shall be **EUR 100 000 (one hundred thousand euros)**:

11.1.2. The Contract Performance Bond for the 2nd (second) Part shall be **EUR 75 000 (seventy five thousand euros)**:

11.1.3. The Contract Performance Bond for the 3rd (third) Part shall be **EUR 15 000 (fifteen thousand euros)**:

11.1.4. The Contract Performance Bond for the 4th (first) Part shall be **EUR 25 000 (twenty five thousand euros)**:

11.2. The Contractor shall ensure, that the Contract Performance Bond is valid by the time, the Service is accepted.

11.3. The Commissioning Authority shall be entitled to use the Contract Performance Bond to collect the withheld contractual fine, to collect reimbursement for the damage, or such other sums, which are due to the Commissioning Authority in compliance with the provisions of the Agreement.

12. Provisions for the Tenderer Exclusion

12.1. The Commissioning Authority shall exclude the Tenderer from further participation in the procurement procedure and shall not review the Tenderer's offer in any of the below mentioned cases:

12.1.1. The Tenderer or the person, who is exercising the Tenderer's representation rights, or the decision taking rights, or surveillance rights with regard to the particular Tender, has been found guilty by the court adjudication or the prosecutor's prescript, which has come into legal effect and has become indisputable, for committing criminal offences of collective character, the financial fraud, money laundering or membership in a criminal organization, and, from the date such a court adjudication or prosecutor's prescript has come into legal effect with regard to the punishment in connection with the aforementioned offences, by the Tender submission date, less than 3 (three) years have passed;

12.1.2. The Tenderer has been found guilty by the court adjudication or by the decision of a competent institution, and such adjudication or decision has come into legal effect and has become indisputable, for infringement of the provisions of the labour law in the form of employment of one person without entering into the labour contract in writing, in the event, that it such a fact has been found repeatedly within a year's time, or simultaneous employment of one or two persons without entering into the labour contract in writing, and, from the date, such an adjudication or decision with regard to the above mentioned offences has become indisputable and not less 18 (eighteen) months have passed by the Tender submission date;

12.1.3. The Tenderer has been found guilty by the court adjudication or by the decision of a competent institution, and such adjudication or decision has come into legal effect and has become indisputable, for infringement of competition rights manifested as a vertical agreement aimed at restricting the opportunity of a purchaser to determine the resale price, or horizontal cartel agreement, except for the case when the relevant authority, upon determining infringement of competition rights, has released the candidate or Tenderer from a fine, and,

from the date, such an adjudication or decision with regard to the above mentioned offences has become indisputable and not less than 12 (twelve) months have passed up until the Tender submission date;

12.1.4. Insolvency proceedings have been declared for the Tenderer, the economic activity of the Tenderer has been suspended or discontinued, legal proceedings have been initiated regarding the bankruptcy of Tenderer, or, it is likely, that by the proposed contract completion date, the Tenderer will be liquidated;

12.1.5. The Tenderer has tax debts in Latvia and a country where it is registered or permanently residing (if it is not registered in Latvia or his or her permanent place of residence is not in Latvia, including debts of the state social insurance instalments, in total exceeding 150 (one hundred and fifty) euros in each country;

12.2. The Tenderer has provided false information for assessment of his or her qualification, or has not provided the required information, at all.

12.3. The Tenderer exclusion provisions shall be applicable towards:

- a. the Tenderer (if the Tenderer is a natural person or a juridical person), the partnership (if the Tender has been submitted by a partnership), or the members of an association of persons (if the Tender has been submitted by an association of persons);
- b. the Persons (incl. subcontractors), whose opportunities are used as the basis by the Tenderer.²

13. Requirements with Regard to the Tenderer's Technical and Professional Abilities

13.1. The Tenderer is capable of providing a Tugboat, complying with the minimum requirements laid down in the Technical Specifications.

13.2. The Tenderer is entitled to engage a sub-contractor for rendering the Service, and to seek support of the capabilities of a sub-contractor or another Person (the Person, whose opportunities are used as the basis by the Tenderer), in order to verify, that the Tenderer's qualification complies with the qualification requirements towards the Tenderer. In such a case, the Tenderer shall verify, that there will be enough resources under his or her disposal.³

14. Documents for Submission

14.1. An application to participate in the procurement procedure

The Tenderer shall prepare his or her application to participate in the procurement procedure in accordance with template C1 (ref. Annex C to these Regulations. The

² the candidate exclusion provisions shall not be applicable to such persons (incl. sub-contractors), who have been engaged only for fulfilment of certain tasks, and compliance of the Tenderer's qualification to the requirements is not verified by the capabilities of the aforementioned persons.

³ the aforementioned requirement may be verified by the Tenderer himself, or by the Tenderer together with the assistance of other members of the market, i.e. by joining an association of persons, which is entirely in charge of the contract fulfilment (incl. financial liabilities), by establishing an association of persons to the moment of entering into the agreement, and by specifying in their cooperation agreement the amount of the resources to be supplied, as well as, the time period, such resources are supplied for, and joint liability in the fulfilment of the agreement.

application to participate in the procurement procedure shall be submitted together with:

- a. selection documents (such documents, which verify, that the Tenderer / Persons, incl. sub-contractors), whose opportunities are used as the basis by the Tenderer, and the qualification documents of the Tenderer / of the Persons (incl. sub-contractors), whose opportunities are used as the basis by the Tenderer, are not subject to the exclusion provisions.
- b. a document or documents, verifying the rights of the persons, who have signed the Tender documents, certified copies, translations and the thread-sewn copies of parts of the Tender, to represent the Tenderer within the framework of the procurement procedure. In the event, that the documents, relating solely to the verification of the signatures of certain members of a partnership or that of a member of an association of persons, as well as, the copies and translations have been verified by a person of the respective member of a partnership or of an association of persons, then, such a document or documents shall be submitted, which verify the rights of the aforementioned person to represent the respective member of a partnership, or a member of an association of persons within the framework of the procurement procedure. The juridical persons shall supply a power of attorney together with such a document, which verifies the rights of the official, who has signed the power of attorney, to represent the respective juridical person.

14.2. Documents, Verifying, that the Tenderer is not Subject to Applicability of the Tender Exclusion Provisions

14.2.1. The Tenderer shall verify inapplicability of the provisions of sub-section 12.1. of these Regulations, by duly filled and signed certification (Annex C1) for the purpose of participation in the procurement procedure, and the Person, whose opportunities are used as the basis by the Tenderer – by a duly filled and signed certificate on behalf of the sub-contractor / the Person, whose opportunities are used as the basis by the Tenderer (Annex C3).

14.2.2. In the event, that the Commissioning Authority is not able to make sure of inapplicability of the provisions of sub-section 12.1 of these Regulations, the Commissioning Authority then shall require a statement from the State Labour Inspection, which verifies, that Tenderer, or Persons, whose opportunities are used as the basis by the Tenderer, have not been punished in Latvia for the labour infringements, as specified in sub-section 12.1.2. of these Regulations. Such Tenderers and persons, whose opportunities are used as the basis by the Tenderer, which are registered abroad (with permanent place of residence) (if he or she / they are registered abroad or his or her/ their permanent place of residence is situated abroad), shall provide a statement from the respective competent institution abroad, verifying, that the Tenderer, or persons, whose opportunities are used as the basis by the Tenderer, have not been punished abroad for the labour infringements, as specified in sub-section 12.1.2. of these Regulations.

14.2.3. The Commissioning Authority shall make sure of the inapplicability of the provisions of sub-section 12.1.3. of these Regulations, in public data basis. Such Tenderers and Persons, whose opportunities are used as the basis by the Tenderer, which are registered abroad (with permanent place of residence) (if

he or she / they are registered abroad or his or her/ their permanent place of residence is situated abroad), shall provide a statement from the respective competent institution abroad, verifying, that the Tenderer, or Persons, whose opportunities are used as the basis by the Tenderer, have not been punished in the respective country for infringement of competition rights, as specified in sub-section 12.1.3. of these Regulations.

14.2.4. In the event, that the Commissioning Authority is not able to make sure of inapplicability of the provisions of sub-section 12.1.4. of these Regulations in the public data basis, the Commissioning Authority then shall require a statement from the Tenderer, duly issued by a competent institution not earlier, than 3 (three) months prior to the submission date, verifying, that nor the Tenderer, nor Persons, whose opportunities are used as the basis by the Tenderer, undergo insolvency process (except for the cases, when the insolvency process is subject to remediation or a similar package of measures, is directed towards prevention of the possible bankruptcy of the debtor and recovery of solvency), their business activity has not been suspended or discontinued, no proceedings have been initiated with regard to their bankruptcy, and they are not in the liquidation stage.

14.3. In the event, that the Commissioning Authority is unable to make sure of the inapplicability of the provisions of sub-section 12.1.5. of these Regulations in the public data basis⁴, the Commissioning Authority then shall require a statement from the Tenderer which has been duly issued not earlier, than 3 (three) months prior to the submission date by:

14.3.1. the State Revenue Service in Latvia, or by the local government in Latvia, verifying, that the Tenderer and the Persons (incl. sub-contractors), whose opportunities are used as the basis by the Tenderer (regardless of whether the Tenderer / the persons are registered in Latvia or the Tenderer's / the persons' permanent place of residence is situated in Latvia) has no tax debts in Latvia, including debts of the state social insurance instalments, in total exceeding 150 (one hundred and fifty) euros;

14.3.2. the tax administration institution abroad, verifying, that the Tenderer and Persons, whose opportunities are used as the basis by the Tenderer, which are registered abroad (with permanent place of residence)⁵ (if he or she / they are registered abroad or his or her/ their permanent place of residence is situated abroad), has no tax debts in the respective foreign country, including debts of the state social insurance instalments, in total exceeding 150 (one hundred and fifty) euros;

⁴ In the event, that the Tenderer is a partnership, the aforementioned statements shall be provided for the partnership and for all members of such a partnership, whereas, in the event that the Tenderer an association of members - for all members of such an association.

⁵ In the event, that no such statements are issued abroad, same shall be substituted by an oath, however, if taking the oath is not stipulated by the normative acts of the respective country- by the Tenderer's own attestation to a competent executive body or court institution, to the sworn notary or to a competent organization of the respective sphere in the country of registration (permanent residence).

14.4. The Tenderer's Qualification Documents

- 14.5. A certified copy of the Registration Certificate or statement, which has been issued⁶ by a competent institution in another country, certifying, that the Person (incl. a sub-contractor) whose opportunities are used as the basis by the Tenderer, has been duly registered in compliance with the provisions of the normative acts, and is still operating (relates to the Tenderer, which has been registered abroad (whose permanent place of residence is situated abroad), same being supplied in the event, that the Tender is submitted by a partnership, which has been registered abroad together with all members of the partnership, which have been registered abroad (with the permanent place of residence abroad), and same being applied to the members of an association of persons which have been registered abroad (whose permanent place of residence is abroad) – in the event, that the Tender has been submitted by an association of persons.
- 14.6. Copies of Registration Certificates, issued by a professional registers, copies of a licence, certificate or another similar document, issued for the foreign Tenderer, for a for a member of a partnership, member of an association of persons (in the event, that the Tender is submitted by a partnership or an association of persons), in the event, that the normative legal acts of the respective country⁷ stipulate professional registration, issuance of a licence, certificate or other similar documents.
- 14.7. The Tenderer shall submit a verification, that he owns or lawfully possesses such a Tugboat, which complies with the submitted Tender requirements, and he or she will be able to provide the Commissioning Authority with a substitute Tugboat throughout the validity term of the Agreement.

15. The Technical Tender

- 15.1. The Tenderer shall elaborate his or her Technical Tender in compliance with the Technical Specification (Annex A).

16. Assessment of the Financial Tender

- 16.1. The Financial Tender shall indicate: the total 24 (twenty four) hour hire price for Parts 1 and 2, whereas, for Parts 3 and 4: the offered price per 1 hour mooring costs, and the mobilization / demobilization costs. The Financial Tender shall be elaborated in compliance with the selected Part and the corresponding template, as specified in Annex D. For Parts 1 and 2 of the Tender, the Tenderer shall be entitled to additionally indicate one lowered Conditional Price, which shall become binding only in the event, that, in the outcome of the Tender, such a Tenderer acquires the right to enter into the Agreement with regard to both such Parts of the Tender.
- 16.2. The prices in the Financial Tender shall be provided in euros (EUR), without the VAT.
- 16.3. The price shall contain all costs, relating to the Service provision.

⁶ to be affirmed by the Tenderer / Person (incl. the sub-contractor) whose opportunities are used as the basis by the Tenderer.

⁷ the Tenderer's place of origin (registration).

- 16.4. For the third and fourth Parts of the Procurement, the mobilization price shall include 3 hr (three hours) of the waiting costs upon arrival of the Tugboat to the Port of Liepaja.
- 16.5. The Procurement Commission shall compare all Tenders, and select the economically most advantageous Tender.
- 16.6. In the course of the assessment of Financial Tenders, the Commission shall check, whether the respective Financial Tender does not contain any arithmetic mistakes.
- 16.7. In the course of determining the economically most advantageous Tender, the Procurement Commission shall apply the below mentioned assessment criterion together with the maximum possible points to be granted.

1st Part – Hire of the Big Tugboat in the Port of Liepaja (Permanent Hire):

Number	Criteria	Proportion of the Criteria	Numerical assessment range of the criteria
A	Proposed 24 hr Hire Price	80	80
B	Power (HP) <ul style="list-style-type: none"> • Min 4000 • 4100 or more 	10	0 1-10
C	Bolard pull <ul style="list-style-type: none"> • Min 40 t • 41 t or more 	10	0 1-10
Maximum possible number of points		100 %	100

2nd Part – Hire of the Small Tugboat in the Port of Liepaja (Permanent Hire):

Number	Criteria	Proportion of the Criteria	Numerical assessment range of the criteria
A	Proposed 24 hr Hire Price	80	80
B	Power (HP) <ul style="list-style-type: none"> • Min 1700 • 1800 or more 	10	0 1-10
C	Bolard pull <ul style="list-style-type: none"> • Min 30 t • 31 t or more 	10	0 1-10
Maximum possible number of points		100 %	100

3rd Part - Rendering of the Big Tugboat Service in the Port of Liepaja (Tugboat on the call):

Number	Criteria	Proportion of the Criteria	Numerical assessment range of the criteria
--------	----------	----------------------------	--

A	Proposed price = (mob.+2 hr x 1hr rate) <ul style="list-style-type: none"> • per 1 hr • demobilization / mobilization costs 	80	80
B	Power (HP) <ul style="list-style-type: none"> • Min 4000 • 4100 or more 	10	0 1-10
C	Bolard pull <ul style="list-style-type: none"> • Min 40 t • 41 t or more 	10	0 1-10
Maximum possible number of points		100 %	100

4th Part - Rendering of the Small Tugboat Service in the Port of Liepaja (Tugboat on the call):

Number	Criteria	Proportion of the Criteria	Numerical assessment range of the criteria
A	Proposed price = (mob.+3hr x 1hr rate) <ul style="list-style-type: none"> • per 1 hr • demobilization / mobilization costs 	80	80
B	Power (HP) <ul style="list-style-type: none"> • Min 1700 • 1800 or more 	10	0 1-10
C	Bolard pull <ul style="list-style-type: none"> • Min 30 t • 31 t or more 	10	0 1-10
Maximum possible number of points		100 %	100

1. A = the proposed price:

$$A = A_{zem} / A_{pied} \times N$$

(A_{zem} = the lowest offered price; A_{pied} = the Tender price to be assessed; N – maximum numerical value of the criterion)

*3hr = average number of working hours in the water basin of the Port of Liepaja.

*2hr average working hours in the water area of the Port of Liepaja.

B- Power (HP)

For every 100 HP (one hundred horse powers), which exceed the minimum 4000 HP (four thousand horse powers) or 1700 HP (one thousand and seven hundred horse powers), as specified in the assessment criteria tables, 1 (one) point shall be granted. The maximum possible number of points, which may be acquired: 10 (ten).

C – Bollard Pull

For every additional ton, which exceedd the minimum 40 t (forty tons) or 30 t (thirty tons), as specified in the assessment criteria tables, 1 (one) point shall be granted. The maximum possible number of points is 10 (ten).

Determining the economically most advantageous Tender.

1. A + B + C = D

(D – numerical assessment of the Tenderer's offer)

- 16.8. The economically most advantageous Tender shall be the one, which, by the criteria of these Regulations, will gain the highest total number of points.
- 16.9. For Parts one and two of the Tender, the Tenderer shall be entitled to additionally indicate one lowered Conditional Price, which shall become binding only in the event, that, in the outcome of the Tender, such a Tenderer acquires the right to enter into the Agreement with regard to both such Parts.
- 16.10. The Tenderer shall be entitled to get acquainted with the Methodology Explanation for the Tender assessment, if any of the Tenderers has offered the Conditional Price in any of the Procurement Parts (ref. Annex E to the Regulations).

17. The Tender Assessment

- 17.1. After opening of the Tenders, the Assessment Commission shall carry out assessment of the Tenders.
- 17.2. The Procurement Commission shall verify, whether the Tenderer's application for participation in the procurement procedure and the Tenderer's Security complies with the provisions of these Regulations. In the event, that the application for participation in the procurement procedure or the Tender Guarantee has not been included into the Tenderer's Tender, or does not comply with the provisions of these Regulations, such a Tender shall be rejected.
- 17.3. The Procurement Commission shall verify, whether the Tenderer or the Persons (incl. sub-contractors), whose opportunities are used as the basis by the Tenderer, have not participated in the previous stages of the particular procurement, or in elaboration of the Tender procedure documents. In the event, that the Tenderer or the Persons (incl. sub-contractors), whose opportunities are used as the basis by the Tenderer, have participated in the previous stages of the particular procurement, or in elaboration of the Tender procedure documents, provided, that the aforementioned circumstances position them in an advantageous position in the procurement procedure, thus, hindering, restricting or deforming competition, such a Tender shall be rejected. In the event, that the Procurement Commission ascertains the aforementioned circumstances, it shall then provide a possibility for such a Tenderer to prove, that there are no such circumstances which shall position them in an advantageous position in the procurement procedure, thus, hindering, restricting or deforming the competition.
- 17.4. The Procurement Commission shall verify in the public data basis, whether the entrepreneurial activity of the Tenderers, members of partnerships, members of association of persons (in the event, that the Tenders are submitted by partnerships or associations of persons), as well as, such Persons (incl. Sub-contractors), whose opportunities are used as the basis by the Tenderer, has not been suspended, and whether all of the abovementioned have no tax debts,

- including debts of the state social insurance instalments, in total exceeding 150 (one hundred and fifty) euros.
- 17.5. In the course of evaluation of the Tenderer's selection documents, the Procurement Commission shall verify, whether the Tenderer and the Persons (incl. subcontractors), whose opportunities are used as the basis by the Tenderer, do not adhere to other Tenderer exclusion conditions, and selects the Tenderers. In the event, that the Procurement Commission concludes, that the information within the Tenderer's qualification documents is unclear or incomplete, it shall request the Tenderer or the respective competent institution to explain such information, or to supply the information contained therein.
- 17.6. The Tenderers Tenders shall be rejected in the event, that the Tenderers or Persons (incl. subcontractors), whose opportunities are used as the basis by the Tenderer:
- a. fail to submit such documents, which verify incompatibility of the Tenderers' exclusion conditions, or comply with the Tenderers' exclusion conditions, or
 - b. fail to submit the Tenderer's qualification documents, or fail to comply with the Tenderer's qualification requirements, or
 - c. have rendered false information for assessment of the qualification.
- 17.7. The Procurement Commission shall examine compatibility of the Tender form, submitted by the selected Tenderers, to the requirements, laid down in the Regulations. Such Tenders, whose Financial Tender fails to comply with the requirements, laid down in the Regulations, shall be rejected.
- 17.8. Such Tenderer which fail to comply with the design form, stipulated by the Regulations, may be rejected, in the event that such incompatibility with the requirements, laid down in the Regulations, appears to be essential.
- 17.9. In the event of failure to submit Tenders, or, in the event, that the submitted Tenders fail to comply with the requirements, laid down in the procurement procedure documents, or the candidates do not comply with the qualification specified requirements, the Procurement Commission shall take a decision to terminate the procurement procedure by duly notifying all Tenderers.
- 17.10. The Commissioning Authority shall be entitled to terminate or to cancel the procurement procedure at any time in compliance with the requirements of normative acts.
- 17.11. The Commissioning Authority shall select the economically most advantageous Tender out of those, which comply with the requirements, laid down in the Regulations.
- 17.12. In the course of the Tender assessment, the Commissioning Authority shall take into consideration the total sum of the services, excluding the VAT.
- 17.13. In the event, that the Procurement Commission finds the Tenderer's Tender unjustifiedly cheap, it shall be rejected. In the event, that the Procurement Commission finds the Tenderer's Tender unjustifiedly cheap, prior to the possible rejection of such a Tender, the Commissioning Authority in a written form shall require the Tenderer to provide a detailed explanation with regard to essential conditions within the respective Tender as well as, allows the

Tenderer to provide such an evidence, which he or she considers to be necessary, by granting reasonable term for submission of such an evidence and explanations. The Tenderer of the respective Tenderer shall be rejected and declined only in the event, that the Tenderer fails to provide such technologies, technical solutions, market conditions, qualities of goods or other objective proofs, allowing for him or her to offer such a cheap price.

18. Procurement Agreement

- 18.1. Based on the Tenderer's Tender, the Commissioning Authority shall enter into the Procurement Agreement with the selected Tenderer in accordance with the Procurement Agreement Templates, laid down in the Annex D, for such a part or parts of the procurement, which the respective Tenderer has selected.
- 18.2. In the event, that the Tenderer is raising objections with regard to the Template of the Procurement Agreement, such objections shall be raised and submitted to the Commissioning Authority not later, than 6 (six) days before the Tender submission deadline. After the said deadline no such objections shall be taken into consideration.
- 18.1. In the event, that the selected Tenderer refuses to enter into the Agreement, the Commissioning Authority then shall enter into the Agreement with the next Tenderer, which has provided the economically most advantageous offer, or suspend the procurement procedure. In the event, that the Commissioning Authority selects to enter into the Agreement with the next Tenderer, which has provided the economically most advantageous offer, he shall repeatedly notify the Tenderers in writing about such a decision, and publish same in the newspapers, as well as, in his webpage.
- 18.2. In the event, that the Commissioning Authority enters into an Agreement with an association of persons, it shall be signed by each such a person. In such an event, the Agreement shall be supplemented with provisions, that members of such an association of persons shall be jointly liable for the fulfilment of the respective duties and liabilities, as well as, for the caused damages.
- 18.3. Such a Tenderer, who shall be granted the rights to enter into the Agreement, shall be obliged to submit additional 2 (two) paper copies of the respective Tender, which shall be duly enclosed as an Annex to the Agreement, and 1 (one) electronic copy in the PDF format in the CD media.

19. Annexations

- 19.1. There are 5 Annexations to these Regulations:
 - 19.1.1. Annex A – Technical Specification;
 - 19.1.2. Annex B- Financial Tender Templates;
 - 19.1.3. Annex C– Template Samples to Prepare the Tender;
 - 19.1.4. Annex D – Procurement Agreement Draft Templates;
 - 19.1.5. Annex E – Methodology Explanation for the Tender Assessment, in the event, that a Tenderer has offered a Conditional Price.