

APPROVED

By Procurement Commission

Decision of 2 February 2023

(Protocol No. 2)

**AMENDMENTS APPROVED**

**By Procurement Commission**

**Decision of 14 February 2023**

**(Protocol No. 4)**

**OPEN TENDER**

**REGULATIONS**

**"On the right to supply 460,000 MWh of natural gas  
for the needs of JSC "RĪGAS SILTUMS" for the  
heating season 2023/2024"**

**Identification No. RS2023/020/AK**

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## General information

### 1.1. Legislation applicable to the procurement procedure:

1.1.1. The Regulations of the procurement procedure, hereinafter referred to as the Regulations, have been prepared in compliance with the internal regulations of JSC "RĪGAS SILTUMS".

1.1.2. In compliance with Section 10 of the Law on Procurement of Public Service Providers, the procurement subject is exempt from application of the law.

### 1.2. The type of the procurement procedure - an open tender.

### 1.3. Title of the procurement procedure, identification No.:

"On the right to supply 460,000 MWh of natural gas for the needs of JSC "RĪGAS SILTUMS" for the heating season 2023/2024", Identification No. RS2023/020/AK, hereinafter referred to as the Tender or the Procurement Procedure.

### 1.4. Customer:

Name:	Joint Stock Company "RĪGAS SILTUMS"
Registration No.:	40003286750
Uniform Registration No.:	LV40003286750
Registered address:	Rīga, Cēsu iela 3A, LV - 1012
Website:	www.rs.lv
Customer's profile:	www.rs.lv, Section "Procurements and tenders"

1.4.1. The Customer as the Controller processes the personal data received with the tenderer's offer for the purpose of ensuring selection of the tenderer for signing the procurement contract.

1.4.2. The Tender is performed by the procurement commission approved by the Customer's order or the Board resolution, hereafter referred to as the Commission.

### 1.5. The contact person of the Customer:

Position:	Production Department Manager
Name, surname:	Imants Urtāns
Telephone No.:	+371 67017357
e-mail address:	imants.urtans@rs.lv

- 1.5.1. The contact person of the Customer only provides organisational information about the Regulations and the Tender process during the Tender.
- 1.5.2. Inquiries for information or additional clarifications regarding the requirements of the Regulations should be submitted in compliance with the provisions of Section 2 of the Regulations.
- 1.6. **The Supplier** - a natural or legal entity, the association of such entities in any combination thereof offering to perform construction works, to deliver goods or to provide services.
- 1.7. **The Tenderer** - the supplier who has submitted the offer. The tenderer has the right to submit only one offer, the Tenderer's tender offer will be rejected in the contrary case.
- 1.8. **Subject of the procurement procedure:**

Subject and place of performance of the procurement contract:	<input type="checkbox"/> contract of construction works <input checked="" type="checkbox"/> supply contract <input type="checkbox"/> services contract  To sign the contract on the right to supply 460,000 MWh of natural gas for the needs of JSC "RĪGAS SILTUMS" for the heating season 2023/2024.
The term of the Procurement Contract:	In compliance with the provisions of Section 5 of Annex No. 2 to the Regulations "Technical specifications".
Description of the procurement subject:	To sign the contract on the right to supply 460,000 MWh of natural gas for the needs of JSC "RĪGAS SILTUMS" for the heating season 2023/2024 (October, November, December of 2023, January, February, March, April of 2024), including the following: <ul style="list-style-type: none"> <li>- Booking of the capacity at Inčukalna Underground Gas Storage Facility (hereinafter referred to as - IPGK) (by using the product of grouped capacity) and its use within the IPGK cycle in 2023/2024,</li> <li>- pumping of natural gas into IPGK until 30.09.2023 and</li> <li>- delivery the amount of natural gas pumped into IPGK to the Virtual Trade Point in Latvia-Estonia United Balancing Zone</li> </ul>

	(VTP) starting from 01.10.2023 at 7:00 (the Latvian time) to 01.05.2024 at 7:00 (the Latvian time).
Options of the offer:	<input type="checkbox"/> permitted <input checked="" type="checkbox"/> not permitted
Financing:	The Customer's budget funds

#### 1.9. **Announcement of the procurement procedure and receipt of the Regulations:**

1.9.1. Direct and free access to the Tender Regulations and related documents is provided on the Customer's profile website [www.rs.lv](http://www.rs.lv) in the section "Procurements and tenders".

1.9.2. Interested Suppliers can receive the Regulations by downloading the electronic document.

1.9.3. Additional information provided in relation to the present Tender will be published on the Customer's profile website [www.rs.lv](http://www.rs.lv) in Section "Procurements and tenders".

#### 1.10. **Venue, date, time and procedure of submission Tender Offers:**

1.10.1. Tender offers shall be submitted electronically, signed with a secure electronic signature to the e-mail address: [razosana@rs.lv](mailto:razosana@rs.lv) latest by **02.03.2023 at 08:10**, by specifying the Tender ID No. RS2023/020/AK.

1.10.2. Tender offers submitted after the term defined by Clause 1.10.1 of the Regulations will be declared as non-compliant with the requirements of the Regulations. They will not be opened and will be returned to the applicant unopened.

#### 1.11. **Venue, date, time and procedure of opening of Tender Offers:**

1.11.1. Submitted Tender Offers will be opened at a closed meeting immediately after the end of the deadline for submission of the Tender Offers on **02.03.2023 at 08:15**.

1.11.2. If the Tenderer has used encryption of the tender offer for the purpose of data protection, the Tenderer should send the electronic key with a passcode for opening the encrypted document to the e-mail address stated in Clause 1.10.1 of the Regulations latest 10 (ten) minutes following the time stated in Clause 1.10.1 of the Regulations.

**1.12. Site inspection and the Suppliers' meeting:** Not provided for.

**1.13. The Regulations are prepared in the Latvian and English, if any inconsistency - the Latvian version shall govern in the interpretation.**

### **Procedure of exchange of information**

1.14. Clarifications of the Regulations regarding preparation and submission of the Tender Offer and/ or clarifications regarding the requirements contained by the Regulations and its annexes should be requested by the Supplier in writing electronically by sending the request to the e-mail address defined by Clause 1.10.1 of the Regulations by attaching a scanned signed document or an electronic document signed with a secure electronic signature. The Supplier should ensure communication with the Customer in Latvian.

1.15. The Customer will reply to clarification requests submitted in due time in writing within 3 (three) business days, however, latest 4 (four) days prior to the deadline for submission of the Tender Offers, by sending the reply to the submitter of the question electronically by attaching a scanned signed document or an electronic document signed with a secure electronic signature. The replies provided by the Customer, by stating the submitted questions will be simultaneously published at the Customer's profile website [www.rs.lv](http://www.rs.lv) in the Section "Procurements and tenders". If a clarification inquiry is received outside the Customer's business hours, i.e. on business days from 16:15 to 7:30, on Fridays after 15:00 and on holidays, the Customer's next business day is deemed to the day of receipt of the clarification inquiry.

1.16. If the requested additional information is of so large volume that the Customer cannot prepare and provide it within the remaining term for provision of the reply, the Customer may reject to provide this information on the grounds of not requesting it in due time. In any case the Customer should assess whether the submitted question does not evidence major unclarities or contradictions in the Regulations and whether it should be amended, by expanding the term for submission of the Tender Offers accordingly.

1.17. The Customer has the right to extend the term referred to in Clause 1.10.1 and has the right to make amendments to the Regulations. The Customer ensures that all the updated information about the Tender, including the Regulations,

its Annexes, amendments to the Regulations, replies to questions asked by suppliers, will be published and will be freely available at the Customer's profile website [www.rs.lv](http://www.rs.lv) in Section "Procurements and tenders".

- 1.18. Supplier is obliged to follow the published information. The Customer is not liable if any Supplier has not familiarised itself with the information to which free and direct electronic access is provided and has not considered amendments and updates of the Regulations, provided replies to the Suppliers' questions resulting in the Supplier submitting an incomplete offer.

### **Requirements for preparation of the Tender Offer**

- 1.19. The Tender Offers should be submitted **electronically, signed with a secure electronic signature** to the e-mail address: [razosana@rs.lv](mailto:razosana@rs.lv), until the term stated in Clause 1.10.1 of the Regulations, in the contrary case the actions referred to in Clause 10.1.2 of the Regulations will be performed.. The received offers are registered in the register of receipt of offers.

- 1.20. In preparing the Tender Offer, the Tenderer takes into account the following:

1.20.1. Upon submitting the offer, the Tenderer signs the offer or its parts, if they are signed separately, with a secure electronic signature. The Tenderer may sign the offer forms as separate documents or sign all the offer documentation as a whole at its own discretion.

1.20.2. The offer or its parts, if they are signed separately, are signed on the Tenderer's behalf by the person holding the rights of representation of the Tenderer or its authorised person by attaching the document attesting the right of representation (for example, the Power of Attorney which is attached to the offer as a scanned original document), **except** the Tenderer's Tender Security (if applicable) which should be signed by the **issuer of the security** with a secure electronic signature.

1.20.3. If the Tenderer is a merchant registered in a foreign country and the offer or any of the offer documents is signed with a secure electronic signature, the Tenderer should specify the link where it is possible to

verify the authenticity of the signature free of charge and without installing special software on the computer.

1.20.4. If the Tender Offer has not been signed by a person holding the right of representation of the Tenderer (including the person authorised by the Tenderer), the Tenderer's Tender Offer is rejected.

1.21. The Tender Offers may be submitted in Latvian or English.

1.22. If any of the documents submitted by the Tenderer has been issued by an authority of the country which signatory to the Hague Convention of 05.10.1961 on Abolishing the Requirement of Legalisation for Foreign Public Documents, the Apostille attestation shall be attached to it. Documents issued by the authorities of the other countries shall be legalised by the consulate in the country of origin and in the Republic of Latvia. In compliance with the Law on Legalisation of Documents, legalisation by the consulate and by means of Apostille is not required for public documents issued by a Member State of the European Union, the European Economic Area or the Swiss Confederation.

1.23. The Tenderer attests derivatives of documents in compliance with Cabinet Regulations No. 558 (4 September 2018) "Procedures for Drawing up and Preparing Documents". The Tenderer complies with the requirements defined by the Law on Electronic Documents and Cabinet Regulations No. 473 (28 June 2005) "Procedures for the Preparation, Drawing Up, Storage and Circulation of Electronic Documents in State and Local Government Institutions, and the Procedures by which Electronic Documents are Circulated between State and Local Government Institutions, or Between These Institutions and Legal and Natural Persons" as regards the preparation of electronic documents, as well as the electronic copies of the printed documents and their legal force in preparing the Tender Offer. At the same time, the Tenderer has the right to attest the derivatives of all the submitted documents and correctness of translations by means of a single attestation.

1.24. If the Commission has doubts regarding the authenticity of a submitted copy of the document, it asks the Tenderer to present the original document or to submit an attested copy of the document.



- 1.25. The documents submitted within the Tender Offer should be clearly legible, without any corrections, insertions, deletions or arithmetic errors. Scanned documents should present all the information contained by the original document. Prior to attaching a scanned document, the Tenderer should assure that the document is legible and presents all the information contained by the original document.
- 1.26. By submitting the Tender Offer, the Tenderer attests that it agrees to all the conditions contained by the Regulations.
- 1.27. The Tender Offer should be prepared in such a way that it does not restrict access to the information contained in the Tender Offer, inter alia, the Tender Offer may not contain computer viruses or any malware or their generators. If the Tender Offers contain any risk referred to in the present Clause, they will not be reviewed.
- 1.28. The Tenderer is responsible for timely submission of the Tender Offer and the Tenderer shall fully cover all the expenses related to preparation and submission of the Tender Offer. The Customer does not assume any liability for these costs irrespective of the results of the Tender.
- 1.29. *The Tenderer's Tender Offer should comprise the following:*

Name	Section in the Regulations	Documents to be submitted
<b>Tender Letter</b>	Annex No. 1	Filled in Annex No. 1 to the Regulations "Tender Letter"
<b>Documents attesting the qualification</b>	Section 6	In compliance with Section 6 of the Regulations

- 1.30. The Tenderer has the right to amend or withdraw its Tender Offer until the deadline for submission of the Tender Offers in compliance with the following procedure:
- 1.30.1. The Tenderer has the right to replace the submitted Tender Offer or any part thereof with an amended Tender Offer or supplement it with amendments to the Tender Offer. If the Tenderer supplements the submitted Tender Offer by with amendments to the Tender Offer, they

shall be prepared as the "Tender Offer amendments" and submitted electronically signed with a secure electronic signature. If the Tender Offer is amended, the moment of submission of the last amended Tender Offer will be deemed the time of submission of the Tender Offer.

- 1.30.2. The Tenderer may withdraw the submitted Tender Offer by submitting a notice on withdrawal of the Tender Offer by preparing it as the "Withdrawal of the Tender Offer" accordingly. The Tenderer's notice on withdrawal of the Tender Offer should be submitted by labelling it as "Withdrawal of the Tender Offer in procurement procedure: "On the right to supply 460,000 MWh of natural gas for the needs of JSC "RĪGAS SILTUMS" for the heating season 2023/2024", Id. No. RS2023/020/AK". The withdrawal of the Tender Offer may be sent electronically to the e-mail address stated in Clause 1.10.1 of the Regulations by attaching a scanned signed document (by sending the original withdrawal notice by post prior to the deadline of submission of the Tender Offers) or electronically by a document signed with a secure electronic signature.
- 1.30.3. The withdrawal of the Tender Offer is unconditional and it excludes the Tenderer from further participation in the procurement procedure. If the Tender Offer is replaced, the moment of submission of the last Tender Offer will be deemed the time of submission of the Tender Offer.

### **Tender Security and Security of Performance of Obligations**

1.31. Submission of the tender security is not provided for.

1.32. Security of Performance of Obligations (Annex 4 to the Regulations) should be submitted in compliance with the conditions referred to in Section 2 of Annex 3 to the Regulations "Draft Contract".

## **Associations of entities and partnerships**

1.33. The Tenderer may submit the Tender Offer as an association of entities and, in this case, should submit the following in addition to the documents referred to in the Regulations:

- 1.33.1. If the Tender Offer is submitted by an association of entities, it should submit a copy of the writ of obligations (for example, a protocol, agreement) signed by all the members and containing a condition that every member of the association of entities individually and all jointly are responsible for performance of the Procurement Contract and attesting that, if the right of signing the Procurement Contract is granted to the association of entities, the association of entities will sign the partnership agreement (Sections 2241-2280 of the Civil Law) and notify the Customer thereof in writing prior to signing the Procurement Contract. The Tenderer will have to submit a counterpart of the partnership contract (the original or a copy if the original is presented) to the Customer.
- 1.33.2. If the documents contained by the Tender Offer, in particular, the Tender Letter, the Financial Tender Offer, the attestations are not signed all the members of the association of entities, the authorisation of relevant content should be attached to the Tender Offer specifying the main member of the association of entities who is authorised to sign the Tender Offer and other documents, to act on behalf of the association of entities.
- 1.33.3. If the association of entities obtains the right to sign the Procurement Contract, the Customer signs a multilateral contract with the members of the association where the above entities will be represented jointly as a single contractor (in case of the construction procurement contract - a construction contractor). In compliance with the provisions of the procurement contract, joint liability (Sections 1669-1690 of the Civil Law) towards the Customer will be applied irrespective of the mutual agreement of the members of the association which is not binding to the Customer.

1.34. If the Tender Offer is submitted by the partnership the following should be submitted in addition to the documents referred to in the Regulations:

1.34.1. In order for the Customer to gain assurance on the existence of the partnership, in addition to the documents defined by the Regulations, the Tender Letter (Annex No. 1 to the Regulations), a copy of the partnership contract or an extract of the contract or another document (for example, a protocol, agreement) should be attached attesting the competence of every partner of the partnership and split of liability if this is not included in the partnership contract or the extract thereof.

1.34.2. If the documents contained by the Tender Offer, in particular, the Tender Letter, the Financial Tender Offer, the attestations are not signed all the partners of the partnership, the authorisation of relevant content should be attached to the Tender Offer specifying the main partner of the partnership who is authorised to sign the Tender Offer and other documents, to act on behalf of the partnership.

### Terms of exclusion of the Tenderer and defined qualification requirements (Stage 1)

6.1. Requirements		6.2. Justification documents	
<b>Exclusion conditions</b>			
Note: Compliance with Clauses 6.1.1 – 6.1.5 of the Regulations is only verified by the Commission in relation to <u>the Tenderer to whom the right of signing of the Procurement Contract should be granted in compliance with the procedure provided by the Regulations.</u>			
6.1.1.	In Latvia, in compliance with the Law "On taxes and duties", or in the country where the Tenderer is registered or domiciled, in compliance with the laws and regulations of the relevant country, the Tenderer does not have pending obligations in the field of taxes (including the state social insurance).  <b>Note:</b> This requirement is applicable to: - the partnership and all members of the partnership (if the application is submitted by	6.2.1.	- Information stated in the Tender Letter (Annex No. 1 to the Regulations)  - If the Tenderer is a merchant registered in Latvia, the Customer will use the public data bases and publicly accessible information to verify the Tenderer's compliance with the requirements of Clause 6.1.1 of the Regulations.  If the Tenderer is a merchant registered abroad, it shall

	<p>a partnership),</p> <ul style="list-style-type: none"> <li>- all the members of the association of persons (if the application is submitted by an association of persons).</li> </ul>		<p>submit a reference of the relevant foreign competent institution (the original or a copy) attesting that the requirements of Clause 6.1.1 are not fulfilled, upon the Commission's request. If there is no relevant authority in the residence country, the Tenderer shall submit the documents referred to in Paragraph 2c) of Part 5 of Section 48 of LPNPSP.</p>
6.1.2.	<p>The Tenderer has not been declared insolvent, is not undergoing liquidation, its economic operations have not been suspended or terminated.</p> <p><b>Note:</b> This requirement is applicable to:</p> <ul style="list-style-type: none"> <li>- the partnership and all members of the partnership (if the application is submitted by a partnership),</li> <li>- all the members of the association of persons (if the application is submitted by an association of persons).</li> </ul>	6.2.2.	<ul style="list-style-type: none"> <li>- Information stated in the Tender Letter (Annex No. 1 to the Regulations</li> <li>- If the Tenderer is a merchant registered in Latvia, the Customer will use the public data bases and publicly accessible information to verify the Tenderer's compliance with the requirements of Clause 6.1.2 of the Regulations.</li> <li>- If the Tenderer is a merchant registered abroad, it shall submit a reference of the relevant foreign competent institution (the original or a copy) attesting its conformity with the requirements of Clause 6.1.2, upon the</li> </ul>

			Commission's request. If there is no relevant authority in the residence country, the Tenderer shall submit the documents referred to in Paragraph 2c) of Part 5 of Section 48 of LPNPSP.
6.1.3.	<p>The person who prepared the procurement procedure documentation (the Customer's official or employee), a member of the procurement commission, an expert or the secretary of the procurement commission is not related to the tenderer (for the purpose of Section 30 (1) or (2) of the Law on the Procurement of Public Service Providers) or is interested in the selection of any Tenderer, and the Customer cannot eliminate this situation by any measures less restricting to the Tenderer.</p> <p><b>Note:</b> This requirement is applicable to:</p> <ul style="list-style-type: none"> <li>- the partnership and all members of the partnership (if the application is submitted by a partnership),</li> <li>- all the members of the association of persons (if the application is submitted by an association of persons).</li> </ul>	6.2.3.	<p>If the Tenderer has information that it is related to the drafter of the procurement procedure documents (the Customer's official or employee), a member of the Procurement Commission, an expert or the secretary of the procurement commission for the purpose of Part One or Part Two of Section 30 of LPNPSP, this is stated in the Tender Letter (Annex No. 1 to the Regulations).</p>
6.1.4.	The Tenderer has advantages restricting competition in the procurement procedure, if it or a	6.2.4.	If the Tenderer has advantages restricting competition in the procurement procedure, if it or

	<p>legal entity related to it was involved in preparation of the procurement procedure in compliance with Part Three of Section 22 of LPNPSP and this advantage cannot be eliminated by applying less restrictive measures, moreover the Tenderer cannot prove that participation in the preparation of the procurement procedure by it or the legal entity related to does not restrict competition.</p> <p><b>Note:</b> This requirement is applicable to:</p> <ul style="list-style-type: none"> <li>- the partnership and all members of the partnership (if the application is submitted by a partnership),</li> <li>- all the members of the association of persons (if the application is submitted by an association of persons).</li> </ul>		<p>a legal entity related to it was involved in preparation of the procurement procedure in compliance with Part Three of Section 22 of LPNPSP, this is stated in the Tender Letter (Annex No. 1 to the Regulations) and evidence is submitted that there are no circumstances that would provide any advantage to the particular Tenderer in the procurement procedure, thus restricting competition.</p>
6.1.5.	<p>The Tenderer has provided false information in order to attest compliance with the conditions of exclusion referred to in Section 6 of the Regulations or has provided false information regarding the Tenderer's qualification requirements or has not provided requested information.</p> <p><b>Note:</b> This requirement is applicable to:</p> <ul style="list-style-type: none"> <li>- the partnership and all members of the partnership (if the application is submitted by a partnership),</li> </ul>	6.2.5.	<p>Documents do not have to be submitted. The Customer will verify that this condition of exclusion is not applicable during the course of evaluation of the Tender Offers.</p>

	- all the members of the association of persons (if the application is submitted by an association of persons).		
<b>Selection conditions, compliance for performance of professional operations</b>			
6.1.6.	<p>The Tender Letter with the validity term of the Tender Offer up to 07.03.2023 from the day of submission of the Tender Offers.</p> <p><b>Note:</b> This requirement is applicable to:</p> <ul style="list-style-type: none"> <li>- the Tenderer,</li> <li>- the partnership and all members of the partnership (if the application is submitted by a partnership),</li> <li>- all the members of the association of persons (if the application is submitted by an association of persons).</li> </ul>	6.2.6.	<p>Completed Tender Letter in compliance with the requirements referred to in Annex No. 1 to the Regulations, where the validity term of the Tender Offer is up to 07.03.2023 inclusive, from the term referred to in Clause 1.10.1 of the Regulations.</p>
6.1.7.	<p>The Tenderer has submitted information regarding its:</p> <ul style="list-style-type: none"> <li>- legal representatives,</li> <li>- registration of business operations,</li> </ul> <p>in compliance with the requirements defined by the laws and regulations of its country of residence.</p> <p><b>Note:</b> This requirement is applicable to:</p> <ul style="list-style-type: none"> <li>- the partnership and all members of the partnership (if the application is submitted by a partnership),</li> <li>- all the members of the association of persons (if the application is submitted by an association of persons).</li> </ul>	6.2.7.	<ul style="list-style-type: none"> <li>- If the Tenderer is a merchant registered in Latvia an attestation document does not need to be submitted. The Customer will use the public data bases and publicly accessible information to verify the Tenderer's compliance with the requirements of Clause 6.1.7 of the Regulations.</li> <li>- If the Tenderer is a merchant registered abroad, it shall submit a reference of the relevant foreign competent institution (the original or a copy) attesting its conformity with the requirements of Clause 6.1.7. If there is no</li> </ul>



			relevant authority in the residence country, the Tenderer shall submit the documents referred to in Paragraph 2c) of Part 5 of Section 48 of LPNPSP.
6.1.8.	<p>The Tenderer who will provide the relevant service has to be registered with the Register of Natural Gas Traders latest within 90 (ninety) days as from the date of entry into force of the Contract.</p> <p><b>Note:</b> This requirement is applicable to:</p> <ul style="list-style-type: none"> <li>- the Tenderer,</li> <li>- the partnership and all members of the partnership (if the application is submitted by a partnership),</li> <li>- if the Tenderer is an association of entities, the proof of compliance with the above requirement may be submitted by one of the members of the association of entities (if the application is submitted by the association of entities).</li> </ul>	6.2.8.	<p>The Customer will verify information of the Tenderer's registration with the Register of Natural Gas Traders of the Republic of Latvia on the website:</p> <p><a href="https://app.powerbi.com">https://app.powerbi.com</a>.</p> <p>The Tenderer who is not registered with the Register of Natural Gas Traders of the Republic of Latvia or the member of whose partnership and/ or association of entities is not registered with the Register of Natural Gas Traders of the Republic of Latvia, submits an attestation that it/ they will be registered with the Register of Natural Gas Traders of the Republic of Latvia latest within 90 (ninety) days from the date of entry into force of the contract. The Tenderer should submit an attestation that it will be registered with the Register of</p>

			Natural Gas Traders of the Republic of Latvia. In case of an association of entities, minimum one member of the Association of Entities should be registered with the Register of Natural Gas Traders and an attestation should be submitted thereof.
6.1.9.	<p>Latest within 90 (ninety) days from the date of entry into force of the contract the Tenderer should have signed (valid) the following contracts with the operator of the natural gas transmission system:</p> <ol style="list-style-type: none"> <li>Contract of the services of the transmission system;</li> <li>Balancing agreement;</li> <li>Contract of the service of storage of natural gas.</li> </ol> <p><b>Note:</b> This requirement is applicable to:</p> <ul style="list-style-type: none"> <li>- the Tenderer,</li> <li>- the partnership and all members of the partnership (if the application is submitted by a partnership),</li> <li>- if the Tenderer is an association of entities, the proof of compliance with the above requirement may be submitted by one of the members of the association of entities (if the application is submitted by the association of entities).</li> </ul>	6.2.9.	<p>Attestation of qualification of the Tenderer in compliance with Annex 5 of the Regulations confirming that latest within 90 (ninety) days from the date of entry into force of the contract it has signed the contracts listed in Clause 6.1.9 of the Regulations. If the above referred contracts have been signed at the moment of submission of the Tender Offer, the attestation shall specify the date of signing the contract, contract No. (if applicable), as well as the contact person who may be contacted to verify existence of signed contracts.</p> <p>If the Tenderer does not have signed contracts at the moment of signing the contract, the provisional dates</p>

			of signing the contracts listed in Clause 6.1.9 of the Regulations should be stated in the attestation.
6.1.10.	<p>The Tenderer has the credit rating of investment grade (not below Baa3, BBB-) confirmed by a rating agency recognised by the <i>European Securities and Markets Authority</i>.</p> <p><b>Note:</b> This requirement is applicable to:</p> <ul style="list-style-type: none"> <li>- the Tenderer,</li> <li>- the partnership and all members of the partnership (if the application is submitted by a partnership),</li> <li>- if the Tenderer is an association of entities, the proof of compliance with the above requirement may be submitted by one of the members of the association of entities (if the application is submitted by the association of entities).</li> </ul>	6.2.10.	Information regarding the Tenderer's long-term credit rating should be stated in the Tender Letter (Annex 1 to the Regulations).

- 6.3. References and other documents that are issued by the competent institutions of the Republic of Latvia in the cases prescribed by the procurement procedure are accepted and admitted by the Customer if they were issued earliest one month prior to the date of submission of the Tender Offer, and references and other documents issued by foreign competitive institutions are accepted and admitted by the Customer if they were issued earliest six month prior to the date of submission of the Tender Offer if the issuer of the reference or the document has not specified a shorter validity term thereof.
- 6.4. The Customer accepts the European Single Procurement Document as the initial proof of compliance with the requirements of Tenderer' qualification (selection) defined by the Regulations. The association of entities submits a separate European Single Procurement Document on each of its members. The Customer has the right to request the Tenderer to submit all the

documents or any part thereof attesting compliance with the Tenderers' selection requirements defined by the Regulations at any stage of the procurement procedure. The Customer does not request the documents and information it already has at its disposal or available in public data bases. In order to fill in the European single procurement document (ESPD) the Tenderer should use the "ESPD.xml" file on the website <http://espd.eis.gov.lv/>. The Tenderer should print out the filled in European single procurement document and attach it to the qualification documents by proving the link to it.

### **Conformity of Tender Offers to technical specifications (Stage 2)**

1.35. Tender Offers will be rejected as non-compliant with technical specifications if:

- 1.35.1. The natural gas supply volume has not been submitted for the supply volume defined in Section 3 "Supply volume" of Annex No. 2 "Technical Specification" to the Regulations.
- 1.35.2. The natural gas supply term does not conform with the requirements of Section 4 "Requirements for supply of natural gas" of Annex No. 2 "Technical Specification" to the Regulations.

### **Financial Tender Offer (Stage 3)**

1.36. The Tenderer fills in the financial tender offer by using the form of Annex No. 1 to the Regulations "Tender Letter" by complying with the following requirements:

- 1.36.1. The price of the natural gas supply offered by the Tenderer should be specified in euro with two decimals, the price of the offer inclusive of the Value Added Tax, hereinafter referred to as the VAT, should be specified separately. The Commission will consider the price excluding the VAT for evaluation of the Tender Offer.
- 1.36.2. The price of the Tender Offer should include all the administration, document drafting, approval, transportation, personnel accommodation and other costs (including taxes, duties and other costs, excluding VAT) related to performance of the order in compliance with the requirements of the technical specification.

1.36.3. The Tenderer's Tender Offer should contain accurate data on services which are clearly needed for performance of the order. If the information is not included, all the costs of relevant services will be deemed to have been included in the price of the Tender Offer.

1.36.4. The prices defined by the Financial Tender Offer will not be revised during the validity term of the Contract if, at signing the procurement contract or at a later stage it turns out that the Tenderer has not included any costs for high quality performance of the procurement contract in the costs specified in the Financial Tender Offer or increase of costs is caused by any other reason.

### **Opening of Tender Offers**

1.37. The Tender Offers are opened by the Commission and opening of Tender Offers is performed on the date, at the time and venue stated in Clause 1.11.1 of the Regulations without participation of the Tenderers' representatives.

1.38. The Commission opens all the tender offers, as well as amendments of tender offers, except the ones declared withdrawn or late. The tender offers are opened according to the sequence of their submission by naming the Tenderer, the offered contract price and other information describing the tender offer.

1.39. The Commission prepares the minutes of the meeting of opening of Tender Offers. Following the meeting of opening of Tender Offers the minutes will be immediately sent to all the Tenderers who have submitted Tender Offers.

1.40. The Commission performs selection of Tenderers, verification of conformity of tender offers and evaluation of tender offers in closed meetings.

### **Evaluation of Tender Offers**

1.41. The Commission evaluates the Tenderers in compliance with the qualification requirements defined by the Regulations, checks compliance of the Tender Offers with technical specifications and compliance of the Financial Tender Offer with the requirements of the Regulations, and selects the Tender Offer based on the criteria of evaluation of Tender Offers defined by the Regulations.

- 1.42. In compliance with Clause 16 of Cabinet Regulations No. 187 (28.03.2017) "Procedure of organisation of the procurement procedures and sketch tenders of public service providers", the Commission has the right to only perform the verification of the Tenderers' qualification and conformity of the Tender Offers for the Tenderer to whom the right of signing the contract should be granted.
- 1.43. The Tenderer's qualification and its Tender Offer will be evaluated in three stages during the procurement procedure:
- 1.43.1. **1st stage** – the Tenderers' exclusion criteria and conformity with the qualification requirements (Section 6 of the Regulations, except Clauses 6.1.1 - 6.1.5 of the Regulations).
- 1.43.2. **2nd stage** – conformity of the Tender Offer to the technical specifications (Section 7 of the Regulations).
- 1.43.3. **3rd stage** – conformity of the Financial Tender Offer to the requirements (Section 8 of the Regulations).
- 1.44. If the Commission does not make use of the condition referred to in Clause 10.1 of the Regulations, it evaluates all the Tenderers' Tender Offers in compliance with the procedure referred to in Clause 10.3 of the Regulations.
- 1.45. The Tender Offers of the Tenderers who have passed qualification of the preceding stage are evaluated in every next stage. The Tender Offers which do not pass qualification at any stage are excluded from further participation in the procurement procedure. Tender Offers which do not conform with the drafting requirements defined by the Regulations may be excluded from further participation in the procurement procedure if their non-conformity to the drafting requirements defined by the Regulations is major and affects evaluation of the Tenderer's Tender Offer.
- 1.46. Prior to commencing evaluation of the Tender Offers, the Commission members sign the attestation confirming that there are no circumstances due to which it could be considered that the Commission members are interested in selection or operation of a particular Tenderer or that the Commission members are related to Tenderers for the purpose of Part One of Section 30 of LPNPSP.

- 1.47. The Commission has the right to assign evaluation of individual parts of the Tender Offers to the experts selected by the Customer. Prior to commencing evaluation of the Tender Offers, the experts sign the attestation confirming that there are no circumstances due to which it could be considered that the experts are interested in selection or operation of a particular Tenderer or that the experts are related to Tenderers for the purpose of Part One of Section 30 of LPNPSP.
- 1.48. During the time period since opening of Tender Offers until announcement of the results of the procurement procedure, the Tenderers are prohibited to contact the Commission and/ or experts involved by it in relation to the present procurement procedure, except if clarifications are required and provided in compliance with Clause 10.12 of the Regulations.
- 1.49. In the course of performing selection of Tenderers during the 1st stage, the Commission verifies conformity with qualification requirements in compliance with the requirements referred to in Section 6 of the Regulations, except the requirements referred to in Clauses 6.1.1 - 6.1.5 of the Regulations, which will be only verified regarding the Tenderer to whom the right of signing the Contract should be granted.
- 1.50. The Tenderers who conform with the qualification requirements are evaluated within the 2nd stage, where the Commission evaluates conformity of the Tender Offer to the technical specifications in compliance with the requirements referred to in Section 7 of the Regulations.
- 1.51. The Tenderers who conform with the requirements of the 1st and 2nd stage, are evaluated within the 3rd stage, where the Commission evaluates conformity of the Financial Tender Offer submitted within the Tenderer's Tender Offer to the requirements of Section 8 and Annex No. 3 to the Regulations by following the below procedure:
- 1.51.1. In the evaluation of the financial tender offers, the Commission considers the natural gas price per MWh (excluding the excise tax and VAT) in compliance with the statement in Annex 1 to the Regulations "Tender Letter".

- 1.51.2. The Commission checks if the financial tender offer does not contain any arithmetic errors. If such errors are found, the Commission corrects them as follows:
  - 1.51.2.1. at places where the amounts in words and amounts in numbers are not the same, the amount in words will be considered prevailing,
- 1.51.3. The Commission notifies the Tenderer whose errors have been corrected regarding correction of errors and the adjusted amount of the Financial Tender Offer. The Commission takes corrections into account in evaluation of the Financial Tender Offers.
- 1.51.4. If the Financial Tender Offer submitted by the Tenderer for a particular item of the procurement procedure seems to be abnormally cheap, the Commission, prior to rejecting the abnormally cheap Tender Offer, requests a detailed clarification regarding essential conditions of the offer. The Tender Offer will only be rejected if the Tenderer cannot specify technologies, technical solutions, market conditions, product properties or other objective evidence allowing offering the very low price.
- 1.52. If the Commission finds that information or a document contained in the Tender Offer or submitted by the Tenderer is unclear or incomplete, the Commission requests the Tenderer or a competent authority to clarify or supplement the above referred information or document, thus ensuring equal treatment of all the Tenderers. Inquiries of clarifications are provided in writing electronically, by attaching a scanned signed document or electronically with a secure electronic signature. Answers should be submitted until the deadline specified in the clarification inquiry.
- 1.53. If the Tenderer or the competent authority does not provide the clarification requested by the Commission, the Commission will evaluate the Tender Offer based on the information it has. The Commission adopts the decision on evaluation of Tender Offer considering the principle of proportionality, and it does not reject a tender offer due to formal deficiencies which do not affect the possibility of evaluating it by substance and do not create unequal



treatment of all Tenderers. If the Tenderer's qualification content, the composition of the Technical Tender Offer and the Financial Tender Offer do not conform with the requirements of the Regulations, the Commission has the right to exclude the Tenderer from further participation in the procurement procedure.

- 1.54. In order to perform the obligations defined by the present Regulations of the procurement procedure, the Commission has the right to verify the accuracy of the documents submitted by the Tenderer with relevant institutions, credit institutions, the Tenderer's clients, cooperation partners, including in publicly accessible data bases and other publicly accessible sources at any time prior to signing the Contract. If the Commission has obtained information in this way, but the information obtained by the Commission does not comply with the actual situation, the relevant Tenderer has the right to submit a reference or another document regarding the respective fact. The Commission provides the above opportunity to the Tenderer by notifying it regarding the information obtained from the above sources in due time.

### **Selection of the economically most advantageous Tender Offer**

- 1.55. The economically most advantageous tender offer with the lowest fixed price of natural gas will be selected from the tender offers which conform to the requirements defined by the Regulations.
- 1.56. The Customer has the right not to declare the tender offer with the lowest price as the economically most advantageous by comparing costs to the use of IPGK natural gas at the Customer's disposal, considering the balancing conditions and the heat supply security aspects by booking the necessary fuel amount, including additional costs for storing natural gas at Inčukalna underground gas storage during the storage season of years 2023/2024. In the above case the Customer has the right to cancel the tender in compliance with the conditions of Clause 13.5 of the Regulations.
- 1.57. The Customer has the right not to evaluate the Tenderer's tender offer and to exclude the Tenderer from further participation on the procurement procedure if the Customer has information that within a period of 6 (six) months, within a procurement procedure announced by the Customer, was

invited to sign a procurement contract as the tenderer who had submitted the economically most advantageous tender offer and refused to sign the contract according to the procedure defined by the Regulations.

- 1.58. If, prior to adopting the decision on signing the procurement contract, the Customer finds out that the offered prices of several Tenderers who have offered the lowest fixed price of natural gas are equal, the Customer proposes all the Tenderers who have submitted Tender Offers to submit an improved Financial Tender Offer by reducing the offered price. The Customer selects the offer of the Tenderer whose offered price is lowest following evaluation of the improved Financial Tender Offer. If the offered prices of several Tenderers are still equal, the Customer organises a lottery between the Tenderers who have submitted equal offered prices and invites these Tenderers to participate in the lottery meeting. The Tenderer's failure to arrive to the lottery meeting does not cancel the lottery proceedings. The Customer decides to sign the procurement contract with the Tenderer who has drawn a closed envelope containing the reference on granting the right to sign the contract. If no Tenderers arrive, the Customer decides on granting the right to sign the contract based on random choice. The lottery may be carried out remotely by using online platforms.

### **Verification of the Tenderer prior to adopting the decision on signing the Contract**

- 1.59. Prior to taking the decision on signing the procurement contract, regarding every Tenderer to whom the right of signing the procurement contract should be granted in compliance with the requirements defined by the procurement procedure documents and the selected criteria of selection of the Tender Offer, the Commission:

- 1.59.1. Requests to submit documents which attest the Tenderer's conformity with the qualification requirements if the Tenderer has submitted the European Single Procurement Procedure Document with its Tender Offer for attesting conformity with the qualification requirements.

1.59.2. Verifies if the exclusion rules defined by Clauses 6.1.1 - 6.1.5 of Section 6 of the Regulations are not applicable to the Tenderer, a partner of its partnership, if the Tenderer is a partnership, a member of the association of entities if the Tenderer is the association of entities.. The applicability of exclusion rules to the Tenderer is verified with publicly available data bases ([www.lursoft.lv](http://www.lursoft.lv), [www.ur.gov.lv](http://www.ur.gov.lv), [www.vid.gov.lv](http://www.vid.gov.lv) etc.), in compliance with the below sequence:

1.59.2.1. Verification of the exclusion rules referred to in Clauses 6.1.1 – 6.1.5 of Section 6 of the Regulations is performed as on the date which is defined as the last day of the term for submission of the Tender Offers. Verification of the exclusion rule referred to in Clause 6.1.1 of the Regulations is performed regarding two dates, in particular, the last day of the term of submission of the Tender Offers and the date when the decision is taken regarding possible granting of the right of signing the procurement contract.

1.59.2.2. If the Commission finds out that the exclusion rule referred to in Clause 6.1.1 of the Regulations is applicable to the Tenderer, a partner of its partnership, if the Tenderer is a partnership, a member of the association of entities if the Tenderer is the association of entities, the Commission requests the Tenderer to submit evidence in compliance with the provisions of Paragraph 1c) of Part Five of Section 48 of LPNPSP. If the Tenderer fails to submit the requested documents regarding the above referred entities within 3 (three) days following issue or dispatch of the inquiry, the Commission excludes the Tenderer from further participation in the procurement procedure (in compliance with the provisions of Clause 12.1.2.3 of the Regulations).

1.59.2.3. if the exclusion rules referred to in Clauses 6.1.1 - 6.1.4 of the Regulations are applicable to the Tenderer, the

Tenderer specifies this in the Tender Offer and, if it is declared the one to whom the right of signing of the agreement should be granted, provides a clarification and evidence of compensation of the caused damage or an agreement on compensation of the caused damage, cooperation with the investigation authorities and implemented technical, organisational or personnel management measures in order to prove its reliability and to prevent repetition of similar events in future.

1.59.2.4. if the Tenderer fails to submit a clarification and evidence, the Commission excludes the relevant Tenderer from further participation in the procurement procedure,

1.59.2.5. The Commission evaluates the measures implemented by the Tenderer and their evidence considering the seriousness of the criminal offence or violation and the particular circumstances. The Commission may require the competent authorities in the area of the relevant offence or violation to provide statements regarding the sufficiency of the measures performed by the Tenderer for restoring trust and prevention of the same or similar incidence in future.

1.59.2.6. The Commission considers the performed measures sufficient for restoring trust and prevention of the same or similar incidence in future, it adopts the decision not to exclude the relevant Tenderer from participation in the Tender. If the performed measures are insufficient, the Customer adopts the decision to exclude the Tenderer from further participation in the procurement procedure.

1.59.3. It verifies whether the conditions of excluding the Tenderer defined by Section 11<sup>1</sup> of the International Sanction Laws and the national Sanction Law of the Republic of Latvia (hereinafter referred to as the Sanctions Law) are not applicable to the Tenderer. The Commission performs the above verification in compliance with the provisions of

Section 11<sup>1</sup> of the Sanction Law in compliance with the provisions of the Customer's internal regulations. The Tenderer to whom the right of signing of the Contract has been granted should fill in the questionnaire upon the Customer's invitation (Annex No. 6 to the Regulations). Regarding a Tenderer registered abroad, the Customer sets the term for provision of information minimum 10 (ten) days following the date of issue or sending of the inquiry for submission of a reference of the relevant foreign competent authority stating the data about the Tenderer necessary for the verification provided for by Part One of Section 11<sup>1</sup> of the National Sanctions Law of the Republic of Latvia, including the data on the true beneficiary of the Tenderer or the statement that the true beneficiary cannot be identified. If the above reference is not issued the above document may be replaced by an affidavit, or if the laws and regulations of the relevant country do not provide for giving the affidavit, with the attestation of the Tenderer given to a competent administration or judicial authority, sworn notary or competent organisation of the relevant sector in their registration country. The Customer may also obtain the data about the Tenderer necessary for the verification provided for by Part One of Section 11<sup>1</sup> of the National Sanctions Law of the Republic of Latvia independently.

- 1.59.4. The Tenderer may be declared as non-compliance and excluded from further participation in the procurement procedure, if the Tenderer (as a contracting party or a member of a contracting party if this has been an association of entities or a partnership), its member (if the tenderer is an association of entities or a partnership) has failed to perform a procurement contract signed with the Customer and the Customer has used the right to resign from the contract unilaterally as provided for by the procurement contract. The above condition is in force for 6 (six) months as from the termination of the procurement contract or the general agreement. Prior to the adoption of the decision on excluding the Tenderer from further participation in

the procurement procedure, the Commission evaluates the reasons of the Customer's unilateral withdrawal from the procurement contract.

1.59.5. The Tenderer **may be declared** as non-compliance and excluded from further participation in the procurement procedure, if the Customer has objective and provable information that the Tenderer (as a contracting party or a member of a contracting party if this has been an association of entities or a partnership), its member (if the tenderer is an association of entities or a partnership) has performed similar construction works and/ or provided similar services, and/or performed similar deliveries and has failed to perform the procurement contract signed with the relevant customer, including JSC "RĪGAS SILTUMS" (has failed to provide the quality in compliance with the requirements of specifications, the Tenderer has outstanding obligations the completion term of which has expired as on the data referred to in Clause 1.10.1 of the Regulations or breaches of other provisions related to performance of the contract). The above condition is in force for 6 (six) months as from the termination of the procurement contract or the general agreement. Prior to the adoption of the decision on excluding the Tenderer from further participation in the procurement procedure, the Commission evaluates the reasons of the failure to perform the procurement contract by the Tenderer.

1.60. If the exclusion conditions referred to in the present Section are not established regarding the Tenderer, the Commission decides on declaring the Tenderer the winner of the procurement procedure in compliance with the procedure referred to in the Regulations.

### **Adoption of the decision and announcement of the results of the procurement procedure**

1.61. The Commission reviews submitted tender offers and adopts the decision until **03.03.2023**. If a longer time is needed for evaluation of the tender offer, the

Commission may adopt a decision on extending the evaluation of the tender offer.

- 1.62. If the Commission uses its rights provided by Clause 13.1 of the Regulations, it may request the Tenderers to extend the validity of the Tender Offer for a relevant term. Upon extending the validity term of the Tender Offer, the Tenderer will not be allowed to modify its Tender Offer, in particular, the prices or the content thereof. If the Tenderer agrees to extending the validity term of the Tender Offer, it should extend the Tender Security term accordingly (if provided for in the procurement procedure). The Tenderer may refuse to extend the validity term of the Tender Offer without losing the Tender Security.
- 1.63. Prior to signing the procurement contract, the results of the Tender are notified to all the Tenderers at the same time (on the same day) in writing within 5 (five) business days as from the date of approval of the decision electronically to the e-mail address stated in the Tenderer's Tender Letter (Annex No. 1 to the Regulations) by attaching a scanned document or an electronic document signed with a secure electronic signature.
- 1.64. In the notification of the results of the Tender referred to in Clause 13.3 of the Regulations, the Commission states the reasons for rejecting the Tenderer to the Tenderer whose Tender Offer was rejected and the description and conditional advantages of the Tender Offer to the Tenderer who was declared as economically most advantageous.
- 1.65. The Commission adopts the decision to discontinue the procurement procedure at any moment if there is grounded justification thereof (a budget restriction or another grounded justification) prior to signing of the contract with the winner of the procurement procedure by notifying the Tenderers thereof in writing.
- 1.66. The Commission adopts the decision on terminating the procurement procedure in any of the below cases:
- 1.66.1. No Tender Offers have been submitted.
  - 1.66.2. The Tenderers do not conform with the qualification requirements defined by the documents of the procurement procedure.

- 1.66.3. Tender Offers not conforming with the requirements defined by the documents of the procurement procedure have been submitted.
- 1.66.4. Tender Offers have been declared abnormally low.
- 1.67. If one Tender Offer which is economically advantageous and conforms with the terms of the procurement procedure has been submitted to the procurement procedure, the Commission will decide whether performance of the order should be entrusted to the Tenderer having submitted this Tender Offer, or it should be terminated and a repeated procurement procedure announced, if required.
- 1.68. The Commission prepares the procurement procedure report after completion of the procurement procedure.

### **Signing of the Contract**

- 1.69. The Contract on natural gas supply will be signed with the Tenderer whose tender offer is declared economically most advantageous in compliance with the submitted tender offer.
- 1.70. The agreement shall be based upon the draft contract included in Annex No. 3 to the Regulations.
- 1.71. The Customer signs a contract with the selected Tenderer following the day when the Tenderer has sent the notification on the Tender results to all the Tenderers in compliance with the procedure defined by Clause 13.3 of the Regulations. If the contract is not signed within 3 (three) days due to the Tenderer's fault, the Customer has the right to consider that the Tenderer has refused performance of the order and to withhold the Tender Security (if provided) in compliance with the conditions of the Tender Security. In the above case the Customer has the right to invite the Tenderer who has received the next highest score for signing the contract.
- 1.72. Prior to adopting the decision on signing the contract with the next Tenderer, the Commission evaluates whether it should not be considered a single market participant jointly with the initially selected Tenderer who refused to sign the procurement contract with the Customer. If this is necessary, the Commission may request the next Tenderer to provide an attestation and, as required, evidence that it should not be considered a unified market participant



jointly with the initially selected Tenderer. If the next Tenderer should be considered a unified market participant jointly with the initially selected Tenderer, the Commission adopts the decision on terminating the procurement procedure without selecting any of the Tender Offers.

1.73. If the Commission takes the decision to sign the procurement contract with the next Tenderer who has submitted the economically most advantageous Tender Offer, the Commission repeatedly sends notifications regarding the Tender results in compliance with the procedure referred to in Clause 13.3 of the Regulations.

1.74. Amendments to the procurement contract are permitted if the value of the Contract amendments, which is defined as the sum of all the monetary values of sequential amendments (not taking into account Paragraphs 1, 2 and 3 of Section 66 of LPNPSP) is at the same time below 10% of the initial contract price in case of the supply contract.

1.75. Amendments to the procurement contract are permitted in compliance with the conditions of Section 66 of LPNPSP:

1.75.1. Amendments are not substantial;

1.75.2. Amendments are substantial and they are made exclusively in the cases referred to in Part Three of Section 66 of LPNPSP;

1.75.3. Amendments are made in the case referred to in Part Five of Section 66 of LPNPSP irrespective of whether they are substantial or not substantial.

### **Right to submit an application on breaches of the procurement procedure**

The Tenderers who have participated in the procurement procedure have the right to appeal against the Customer's action or adopted decision according to the procedure defined by the laws and regulations of the Republic of Latvia by submitting a complaint to the Administrative District Court.

Prepared by:

Head of the Production Department  
02.02.2023.

(personal signature)

S.Pļiškačevs

# ANNEXES

Annex 1 Tender Letter (form)  
JSC "RĪGAS SILTUMS"  
Cēsu iela 3A, Rīga, LV –1012

### TENDER LETTER

to the open tender "On the right to supply 460,000 MWh of natural gas for the needs of  
JSC "RĪGAS SILTUMS" for the heating season 2023/2024",  
Identification No. RS2023/020/AK

After having got acquainted with the Regulations, we, the undersigned and holding relevant authority to act on behalf of     /*specify the Tenderer's firm (name)*/     , hereby offer a fixed price for booking of the capacity of Inčukalns underground gas storage (hereinafter referred to as IPGK) amounting to 460,000 MWh by using the grouped capacity product of the transmission system operator for the needs of JSC "RĪGAS SILTUMS", pumping of 460,000 MWh of natural gas to IPGK until 30.09.2023 and supply of the natural gas pumped into IPGK to the Virtual Trade Point within Latvian-Estonian united balancing zone (hereinafter referred to as - VTP<sup>1</sup>) for the needs of JSC "RĪGAS SILTUMS" in the amount of 460,000 MWh during the time period from 01.10.2023 at 7:00 (the Latvian time) to 01.05.2024 at 7:00 (the Latvian time) at the price     /*specify in figures*/     **EUR/MWh (the excise tax and the Value Added Tax excluded).**

Hereby we would like to notify that the long-term credit rating of     /*specify the Tenderer's firm (name)*/     is     /*specify the credit rating in compliance with Clause 6.1.10 of the Regulations*/    .

Hereby we attest the following:

- a. the tender offer is valid until     /*specify the date*/     inclusive,
- b. we are aware that JSC "RĪGAS SILTUMS" IS not obliged to accept the cheapest Tender Offer or any of the Tender Offers you receive;
- c. We have not been declared insolvent, are not undergoing liquidation and our economic operations have not been suspended or terminated,<sup>2)</sup>
- d. that we do not have tax debts including the debts of the state mandatory social insurance contributions the total amount of which in any of the countries exceeds 150 EUR;
- e. the conditions referred to in Part Three of Section 22 of the LPNPSP and Parts One and Two of Section 30 of the LPNPSP are not applicable to us,<sup>2)</sup>

- f. all the documentation submitted along with the present application is truthful and can be verified with relevant institutions, credit institutions, with clients and publicly available data bases;
- g. the price includes all the costs required for performance of the agreement referred to in Clause 1.4 of the Regulations, we are in possession of all the required permits and licences for performance of the works, and all the requirements stipulated in the Technical Terms of Reference (Annex No. 2 to the Regulations) shall be complied with,
- h. neither the Tenderer, nor its True Beneficiary (if applicable) are subjects of the sanctions imposed by the United Nations, the European Union, another international organisation where Latvia is a member, the Republic of Latvia, the Member State of the European Union and the North Atlantic Treaty Organisation,
- i. criminal proceedings have not been initiated against the Tenderer or its True Beneficiary and the Tenderer and the True Beneficiary have not been convicted for money laundering or terrorism financing,
- j. we will not perform any fraudulent and corrupt actions during the procurement procedure, comply with the rules of fair competition, not get involved in transactions restricting competition,
- k. we have not communicated with competitors<sup>3</sup> regarding prices, price calculation methods, factors (circumstances) or formulae, or regarding the competitors'<sup>3</sup> intention or decision to participate or not participate in the Open Tender, or regarding submission of tender offers not compliant with the requirements of the Open Tender, or regarding the quality, volume, requirements of technical specifications, performance, supply or other conditions to be resolved independent of competitors<sup>3</sup>, the products or services related to the present procurement,
- l. have not knowingly, directly or indirectly revealed or will not reveal the terms of the Tender Offer to any competitor prior to the official date of opening of Tender Offers or awarding the right of contract.
- m. we hereby undertake to submit the Guarantee of Performance of Obligations compliant with the requirements of the Regulations to the Customer at signing the contract in compliance with the contract provisions.

We hereby undertake not to disclose, distribute or provide to third parties the technical specifications issued within the framework of the tender of the JSC "RĪGAS SILTUMS" without a written authorisation by the JSC "RĪGAS SILTUMS".

"On the right to supply 460,000 MWh of natural gas for the needs of JCS "RĪGAS SILTUMS" for the heating season 2023/2024",  
Id.No. RS2023/020/AK

Tenderer's name:	
Registration No.:	
Uniform Registration No.:	
Registered address:	
Telephone No.:	
E-mail address:	
Tenderer's contact person	
Telephone No.:	
E-mail address:	
Other information (if required):	

Tenderer's legal or authorised representative:

\_\_\_\_\_ /specify the position, name, surname/ \_\_\_\_\_

**THE DOCUMENT HAS BEEN SIGNED WITH A SECURE ELECTRONIC SIGNATURE  
AND CONTAINS A TIME STAMP**

\_\_\_\_\_ End of the sample \_\_\_\_\_

**Notes:**

1. virtual trading point - a place which is not physically defined within the transmission system and where delivery of natural gas takes place without requiring the system user to book capacity products. The above price includes all the costs related to supply of natural gas up to the virtual trading point, except the following: the distribution system service rate from VTP up to the User's gas consuming facilities, the transmission system service rate - the fee for use of the exit point for supply to Latvian users, natural gas, excise tax and taxes applicable to the services referred to in the present Clause.
2. If the Tenderer complies with the exclusion rules referred to in Clauses 6.1.2, 6.1.3 and 6.1.4 of Section 6 of the Regulations, the Tenderer annexes clarifications and evidence regarding implemented trust provision measures in compliance with the provisions of Section 49 of the LPNPSP to the Tender Letter. If the Tenderer conforms to the statements of Part Three of Section 22 and Parts One and Two of Section 30 of LPNPSP, the Tenderer states it in the Tender Letter and provides clarifications.
3. Competitor - any private individual or legal entity which is not the Tenderer and which submits a tender offer for this procurement and which, considering its qualification, capabilities or experience, as well as offered goods or services, could submit a tender offer for this procurement.

Annex 2 Technical specifications  
JSC "RĪGAS SILTUMS"  
Cēsu iela 3A, Rīga, LV –1012

## **TECHNICAL SPECIFICATIONS**

to the open tender "On the right to supply 460,000 MWh of natural gas for the needs of JSC "RĪGAS SILTUMS" for the heating season 2023/2024",  
Identification No. RS2023/020/AK

### **1. Description of the current situation**

JSC "RĪGAS SILTUMS" uses natural gas as a fuel for production of heat and generation of electricity. Currently JSC "RĪGAS SILTUMS" ranks as the second biggest natural gas consumer in Latvia. The actual natural gas consumption of the utility depends on factors like the ambient temperature, duration of a heating season, operation of biofuel-fired and cogeneration plants. See the list of gas consuming facilities of JSC "RĪGAS SILTUMS" in the annex of technical specifications to Annex 2 of the Regulations "Technical Specifications".

### **2. Goal of the Open Tender**

2.1. To sign the contract on the right to supply natural gas for the needs of JSC "RĪGAS SILTUMS" for the heating season 2023/2024, comprising the following:

- 2.1.1. booking of the capacity at Inčukalns Underground Gas Storage Facility (hereinafter referred to as - IPGK), by using the product of grouped capacity for the needs of JSC "RĪGAS SILTUMS" and its use according to the task by JSC "RĪGAS SILTUMS" in the heating season 2023/2024;
- 2.1.2. pumping of natural gas into IPGK until 30.09.2023 for the needs of JSC "RĪGAS SILTUMS";
- 2.1.3. delivery the amount of natural gas pumped into IPGK for JSC "RĪGAS SILTUMS" to the Virtual Trade Point in Latvia-Estonia United Balancing Zone (VTP) starting from 01.10.2023 at 7:00 (the Latvian time) to 01.05.2024 at 7:00 (the Latvian time).

### **3. Supply Volume**

3.1. Until 30.09.2023 the storage capacity for the needs of JSC "RĪGAS SILTUMS" should be booked with IPGK and 460,000 MWh of natural gas should be pumped into IPGK by using the "Grouped capacity product" of the transmission system operator JSC "Conexus Baltic Grid".

3.2. The planned monthly natural gas consumption is as follows:

- 3.2.1. October 2023 – 36,000 MWh;
- 3.2.2. November 2023 – 62,000 MWh;
- 3.2.3. December 2023 – 80,000 MWh;
- 3.2.4. January 2024 – 95,000 MWh;
- 3.2.5. February 2024 – 90,000 MWh;
- 3.2.6. March 2024 – 66,000 MWh;
- 3.2.7. April 2024 – 31,000 MWh.

The actual monthly natural gas consumption may differ from the envisaged natural gas consumption while the total natural gas consumption is maintained unchanged and amounts to 460,000 MWh.

- 3.3. The minimum natural gas quantity per a Gas Day is 0 (zero) MWh/ day and the maximum natural gas quantity per a Gas Day is 12,000 (twelve thousand) MWh/ day.

#### **4. Requirements for natural gas supply**

- 4.1. It is intended to use natural gas during the heating season 2023/2024 for production of heat and generation of electricity. The supply volume to IPGK includes the Trader's costs (the cost of natural gas, supply costs to the border of Latvia, financing costs, debtor risks, fees to the Public Utilities Commission, etc.) and the transmission system services (the entrance point to the Latvian-Estonian united transmission system from the transmission system of another country, the exit point from the transmission system to IPGK, the entrance point from IPGK to the transmission system), booking of IPGK capacity, storage of natural gas at IPGK, delivery up to VTP.
- 4.2. Capacity should be booked at IPGK for the natural gas to be supplied in the volume of 460,000 MWh by using the Grouped Capacity Product offered by the transmission system operator JSC "Conexus Baltic Grid".
- 4.3. Pumping of the full volume of natural gas into IPGK should be performed until 30.09.2023.
- 4.4. Natural gas supply to VTP according to the request by JSC "RĪGAS SILTUMS" should be performed starting from 01.10.2023 at 7:00 (the Latvian time) until 01.05.2024 at 7:00 (the Latvian time).
- 4.5. The delivery should be performed in compliance with laws and regulations and other regulating documents, including the following: Cabinet Regulations No. 78 of 7 February 2017 "Regulations on trade and use of natural gas", Decision No. 267 of the Board of the Public Utilities Commission of 8 December 2022 "Regarding approval of the uniform rules of use of the natural gas transmission system" and Decision No. 1/14 of the Public Utilities Commission of 1 October 2020 "Terms of use of Inčukalna underground gas storage".
- 4.6. In compliance with the conditions of Article 8 of Regulation of the European Parliament and of the Council of 25 October 2011 (EU) No.1227/2011 on wholesale energy market integrity and transparency (hereinafter referred to as the REMIT Regulation), in compliance with the procedure defined by laws and regulations, the natural gas trader provides submission of all notifications to the Agency for the Cooperation of Energy Regulators (hereinafter referred to as the ACER) in relation to the transaction concluded by the natural gas trader with the Customer. The natural gas trader submits the notifications defined by the present clause to ACER both on its own and the User's behalf. The natural gas trader notifies the information stated in the notification to the Customer electronically to the e-mail address stated in Clause 1.6 of the Regulations.

Annex to Technical Specifications: List of gas consuming facilities of JSC "RĪGAS SILTUMS" on 2 pages.

"On the right to supply 460,000 MWh of natural gas for the needs of  
JCS "RĪGAS SILTUMS" for the heating season 2023/2024",  
Id.No. RS2023/020/AK

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Head of the Production Department  
02.02.2023.

(personal signature)

I.Urtāns



## Annex to Technical Specifications

**List of gas consuming facilities of JSC "RĪGAS SILTUMS"**

No	Address of the gas consuming facility:	Allowed maximum load <sup>1</sup> (m <sup>3</sup> /h)
1.	Atgāzenes iela 26, Rīga, LV-1004	40.00
2.	Atlantijas iela 51, Rīga, LV-1015	6500.00
3.	Baldones iela 2, Rīga, LV-1007	17.40
4.	Baldones iela 8, Rīga, LV-1007	25.00
5.	Bauskas iela 207A, Rīga, LV-1076	645.50
6.	Berģu iela 7, Rīga, LV-1024	100.00
7.	Biešu iela 6, Rīga, LV-1004	32.65
8.	Briežu iela 7A, Rīga, LV-1034	201.99
9.	Cimzes iela 3, Rīga, LV-1014	20.55
10.	Ernestīnes iela 30, Rīga, LV-1046	25.00
11.	Ezera iela 1, Rīga, LV-1034	21.10
12.	Ezera iela 11, Rīga, LV-1034	40.00
13.	Ezera iela 9, Rīga, LV-1034	40.00
14.	Gailēņu iela 14, Rīga, LV-1023	196.00
15.	Gobas iela 33A, Rīga, LV-1016	2399.00
16.	Inčukalna iela 2, Rīga, LV-1014	40.00
17.	Jāņa Asara iela 8, Rīga, LV-1009	16.00
18.	Kalētu iela 10A, Rīga, LV-1004	6.00
19.	Kalnciema iela 160F, Rīga, LV-1046	57.00
20.	Kandavas iela 16, Rīga, LV-1083	8768.40
21.	Kārļa Vatsona iela 11A, Rīga, LV-1014	25.00
22.	Keramikas iela 2A, Rīga, LV-1016	1793.78
23.	Krustpils iela 62A, Rīga, LV-1063	40.00
24.	Kuģu iela 26A, Rīga, LV-1048	2200.00
25.	Kurzemes prospekts 17, Rīga, LV-1067	48735.00
26.	Lēdurgas iela 16, Rīga, LV-1034	40.00
27.	Lēpju iela 4, Rīga, LV-1016	2840.00
28.	Līksnas iela 27, Rīga, LV-1003	25.00
29.	Žīguru iela 21, Rīga, LV-1021	42.00
30.	Ludzas iela 30, Rīga, LV-1003	16.00
31.	Ludzas iela 42A, Rīga, LV-1003	53.40
32.	Ludzas iela 43, Rīga, LV-1003	70.00
33.	Matīsa iela 75, Rīga, LV-1009	16.00
34.	Nautrēnu iela 24, Rīga, LV-1079	477.00
35.	Rītupes iela 19A, Rīga, LV-1019	16.00
36.	Robežu iela 3 k-9, Rīga, LV-1004	16.00
37.	Siltuma iela 6, Rīga, LV-1058	9956.00

"On the right to supply 460,000 MWh of natural gas for the needs of JCS "RĪGAS SILTUMS" for the heating season 2023/2024",  
Id.No. RS2023/020/AK

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No	Address of the gas consuming facility:	Allowed maximum load <sup>1</sup> (m <sup>3</sup> /h)
38.	Spargēļu iela 1, Rīga, LV-1009	16.00
39.	Spargēļu iela 2, Rīga, LV-1009	10.00
40.	Stokholmas iela 24, Rīga, LV-1014	25.00
41.	Svīres iela 15, Rīga, LV-1076	179.20
42.	Šampētera iela 98, Rīga, LV-1046	39.70
43.	Tvaika iela 56, Rīga, LV-1034	16.00
44.	Viestura prospekts 20B, Rīga, LV-1034	790.00

Note: Allowed maximum load - the highest volume of natural gas permitted to be used at the relevant facility per hour.

Annex 3 Draft Contract  
JSC "RĪGAS SILTUMS"  
Cēsu iela 3A, Rīga, LV –1012

### Contract on natural gas trade

Rīga                      The Contract date is the date of the last attached secure electronic  
signature  
and the date of the time stamp

Joint Stock Company "RĪGAS SILTUMS", Uniform Registration No. 40003286750, Registered Address: Cēsu iela 3A, Rīga, LV-1012, represented by the Board Members acting in compliance with the Articles of Association of the company: */Board Member's name, surname/* and */Board Member's name, surname/* (hereinafter referred to as the User), on one side, and

*/company/*, Uniform Registration No.\_\_\_\_\_, Registered Address:\_\_\_\_\_ represented by */position, name, surname/* acting in compliance with */basis of the authority/* (hereinafter referred to as the Trader), on the other side,

hereinafter both jointly referred to as the Parties and each separately as the Party, based on the results of the open tender (Identification No. RS2023/020/AK), have signed the following contract on natural gas trade (hereinafter referred to as the Contract):

#### 1. Contract Subject

1.1. During the time period:

1.1.1. from the date of entry into force of the Contract until 30.09.2023, the Trader books the capacity of Inčukalns underground gas storage facility (hereinafter referred to as IPGK) for the User's needs and pumps 460,000 MWh of natural gas to IPGK by using the grouped capacity product of the transmission system operator JSC "Conexus Baltic Grid" (hereinafter referred to as the TSO);

1.1.2. from 01.10.2023 at 7:00 (the Latvian time) until 01.05.2024 at 7:00 (the Latvian time) (hereinafter referred to as the Natural Gas Trade Period) sells and the User buys the natural gas pumped to IPGK in compliance with Clause 1.1.1 of the Contract at the Virtual Trade Point in the Latvian-Estonian unified balancing area (hereinafter referred to as VTP) according to the total amount referred to in Clause 1.1.1 of the Contract for the needs of the User's gas consuming facilities listed in Annex 1 to the Contract (hereinafter referred to as the Gas Consuming Facilities);

1.1.3. the planned monthly natural gas consumption is as follows:

1.1.3.1.	October 2023 –	36,000 MWh;
1.1.3.2.	November 2023 –	62,000 MWh;
1.1.3.3.	December 2023 –	80,000 MWh;
1.1.3.4.	January 2024 –	95,000 MWh;
1.1.3.5.	February 2024 –	90,000 MWh;
1.1.3.6.	March 2024 –	66,000 MWh;

1.1.3.7. April 2024 – 31,000 MWh.

The actual monthly natural gas consumption may differ from the planned amount, while the total natural gas consumption is maintained unchanged.

- 1.2. During the Natural Gas Trade Period, the Trader delivers the natural gas pumped to IPGK in compliance with the Contract to the VTP and transfers it to the natural gas balancing service provided engaged by the User (hereinafter referred to as the Balancer) providing coordination of the supply plans of natural gas needed for the User with the Trader and submits nominations and re-nominations to the TSO regarding the amount of natural gas needed for the User. Natural gas supply does not include the natural gas balancing service and provision of the necessary system services for delivery of natural gas from the VTP to the User's Gas Consuming Facilities.
- 1.3. The Trader provides storing of the natural gas volume pumped into IPGK in compliance with the Contract in IPGK under its own balance within the storage cycle of 2023/2024, use of the capacity of IPGK booked for this natural gas volume for the User's needs, as well as performs necessary actions for delivery of the natural gas volume referred to in Clause 1.1.1 of the Contract to the VTP according to the nominations received in compliance with the procedure defined by the Contract.
- 1.4. Performance of Clause 1.1.1 of the Contract is attested by a written confirmation regarding presence of the relevant natural gas amount at IPGK issued by the TSO which is submitted by the Trader to the User.

**2. System Services and the procedure of providing them**

- 2.1. By signing the present Contract the Trader attests that latest within 90 (ninety) days as from the date of entry into force of the present Contract:
  - 2.1.1. it has signed necessary contracts related to booking of IPGK capacity, pumping of natural gas and its storage at IPGK, provision of the transmission system services for delivery of natural gas up to the VTP in compliance with laws and regulations, and it is authorised to receive all the information required for performance of the Contract from the transmission and distribution system operator and to provide it to the operators of these systems;
  - 2.1.2. it has the right to assume obligations to provide natural gas supply to the User at the VTP, provision of the services defined by the Contract, as well as for performance of other obligations to the User arising under the Contract.
  - 2.1.3. it is registered with the Register of Natural Gas Traders.
- 2.2. The natural gas supply at the User's Gas Consuming Facilities up to the ownership boundary of the natural gas supply system within the scope of the allowed maximum load is provided by the Balancer and performed by the distribution system operator JSC "GASO" (hereinafter referred to as the DSO) in compliance with the procedure defined by laws and regulations, in compliance with the contract on distribution system services signed by and between the DSO and the Balancer engaged by the User.
- 2.3. If on the date of signing the present Contract, the Trader is not registered with the Register of Natural Gas Traders and/ or has not signed the transmission system service contract, the balancing agreement and the storage services agreement, it should submit the Guarantee of Performance of Obligations valid

for 100 (one hundred) days to the User. The amount of the Guarantee of Performance of Obligations is defined 5% (five per cent) of the Contract Price excluding VAT.

- 2.4. If within 90 (ninety) days the Trader is not registered with the Register of Natural Gas Traders and/ or has not signed the transmission system service contract, the balancing agreement and the storage services agreement, the User withholds the Guarantee of Performance of Obligations in the amount of 5% (five per cent).
- 2.5. In the case and amount defined by Clause 2.3 of the Contract, the Trader should submit the Guarantee of Performance of Obligations to the User within 20 (twenty) days from the date of entry into force of the present Contract.
- 2.6. The Guarantee of Performance of Obligations should be submitted according to one of the below forms:
  - 2.6.1. The original Guarantee of Performance of Obligations of a credit institution issued by a credit institution registered in the Member State of the European Union or the European Economic Area, its subsidiary or a subsidiary of a credit institution registered in a foreign country.
  - 2.6.2. The insurance policy issued by a joint stock company registered in the Republic of Latvia or European business company, or a mutual insurance cooperative society which has the right to perform insurance in compliance with the Law on Insurance and Re-insurance. The insurance premium should be paid for the whole insured amount stated in the policy at the moment of submission of the Guarantee of Performance of Obligations. A copy of the payment order of the credit institution should be attached to the insurance policy attesting that the Tenderer has made the payment of the insurance premium according to the amount and term stated in the insurance policy.
  - 2.6.3. The amount of money referred to in Clause 2.4 of the Contract is paid to the current account of JSC "RĪGAS SILTUMS": Luminor Bank AS Latvia branch office, account No. LV25RIKO0002930248017. The amount of the Guarantee of Performance of Obligations should be deposited to the Customer's account by the term defined by the Procurement Contract. The following shall be specified as the payment reference: "Guarantee of Performance of Obligations for Open Tender, id.No.RS2022/020/AK".
- 2.7. The Customer returns the Guarantee of Performance of Obligations to the issuer (or transfers to the Trader's current account) latest within 10 (ten) days after the Trader has submitted documents attesting signing of the transmission system services contract, the balancing agreement and the contract of the service of storage of natural gas to the User and the Trader has been registered with the Register of Natural Gas Traders.

### **3. Obtaining the Ownership of Natural Gas**

Transfer of the ownership of natural gas to the User is performed at the moment when the Trader, in compliance with the procedure of notification of the necessary natural gas volume referred to in Clauses 6.3- 6.7 has nominated the relevant natural gas volume at the VTP to the Balancer for the User's benefit.

### **4. Natural Gas Price**

4.1. The Trader sells and the User buys the natural gas volume referred to in Clause 1.1.1 of the Contract at the price – \_\_\_ \_\_\_ **EUR/MWh**, the excise tax and value added tax (hereinafter referred to as the VAT) excluded.

The natural gas price includes:

- a. payment for natural gas and the trade service;
- b. costs of financing and debtor risk, the state fee to the Public Utilities Commission;
- c. natural gas transmission costs up to IPGK (the fee for transmission capacity for the entrance point from the transmission system of another country and the exit point to IPGK);
- d. the fee for the transmission system service - the rate for transmission of natural gas from IPGK to the transmission system;
- e. the costs of natural gas storage and the costs of use of the booked capacity within the storage cycle of IPGK of year 2023/2024.

## **5. Accounting for Natural Gas and Procedure of Payments**

5.1. The natural gas volume delivered to the VTP is determined based on the notifications regarding the natural gas volume needed for the User per gas days prepared by the Balancer and submitted to the Trader.

5.2. Latest within 3 (three) calendar days following the end of the relevant calendar month, the Trader prepares the delivery-acceptance deed for the natural gas volume delivered to the VTP per gas days during the relevant calendar month and sends it to the User. The Parties approve the delivery-acceptance deed and both sign it.

5.3. Prior to signing the delivery-acceptance deed, the User requests information from the Balancer regarding the natural gas volume delivered to the VTP during the relevant calendar month and compares this information with the natural gas volume specified in the Trader's delivery-acceptance deed. If the Trader's information regarding the natural gas volume delivered to the VTP during the calendar month differs from the information stated by the Balancer regarding the natural gas volume delivered to the VTP during the calendar month, the User requests the Trader and the Balancer to submit the TSO print-out regarding the natural gas volume delivered during the calendar month. The Trader calculates the payment for natural gas delivered to the VTP during a calendar month based on the natural gas price defined by Clause 4.1 of the Contract and the natural gas volume actually delivered to the VTP during the calendar month as specified in the mutually signed delivery-acceptance deed.

5.4. Within 3 (three) business days following signing of the delivery-acceptance deed referred to in Clause 5.2 of the Contract, however, latest 10 (ten) calendar days prior to the payment term defined by Clause 5.5 of the Contract, the Trader prepares an electronic invoice for the User for the natural gas volume received during a calendar month within the User's Natural Gas Trade Period and sends it to the addresses for receipt of invoices: [rekini@rs.lv](mailto:rekini@rs.lv), [jevgenijs.kuzmins@rs.lv](mailto:jevgenijs.kuzmins@rs.lv) and [dmitrijs.sobolevskis@rs.lv](mailto:dmitrijs.sobolevskis@rs.lv).

5.5. The User is obliged to pay the invoice referred to in Clause 5.4 of the Contract until the last date of the month when the invoice has been received by transferring the amount to the current account specified in the invoice issued by the Trader.

- 5.6. The procedure according to which the User pays for the disbalance of the User's natural gas supply system and the system services is defined by the contract between the User and the balancing service provider.

## 6. Storage and Withdrawal of Natural Gas

- 6.1. By signing the present Contract, the Trader attests that **latest within 90 (ninety) days from the date of entry into force of the contract it has signed** the contract of the service of storage of natural gas with the TSO and, within the scope of the Contract, it will provide storage of the natural gas volume pumped into IPGK in compliance with the Contract during the entire storage cycle of IPGK of year 2023/2024.
- 6.2. The Trader makes payments to the TSO for the booked storage capacity for the storage cycle of year 2023/2024 for storing the natural gas volume pumped into IPGK in compliance with the Contract, as well as pumping into and out to/ from IPGK during the storage cycle of year 2023/2024.
- 6.3. In order to enable the Trader to plan delivery of natural gas bought according to the Contract to the VTP, the Balancer engaged by the User sends the following to the Trader to the Trader's e-mail address until the 20th (twentieth) date of the current month: \_\_\_\_\_ a notice not binding for the User regarding the volume of receipt of natural gas for the next calendar month.
- 6.4. The Balancer engaged by the User notifies the Trader regarding the natural gas volume (MWh) needed for the User on the next Gas Day every day until 14:40 (the Latvian time) by sending information to the Trader's e-mail address: \_\_\_\_\_. The Parties hereby agree that the minimum natural gas quantity per a Gas Day is 0 (zero) MWh/ day and the maximum natural gas quantity per a Gas Day is 12,000 (twelve thousand) MWh/ day. For the purpose of the Contract, a Gas Day is a period starting at 7:00 every day and ending at 7:00 the next day (from 5:00 to 5:00 UTC on the next day during the winter period and from 4:00 to 4:00 UTC on the next day during the summer time period). At the change to the winter time, a gas day lasts for 25 hours, and at the change to the summer time - 23 hours.
- 6.5. The Balancer's e-mail referred to in Clauses 6.3 and 6.4 of the Contract should be deemed received on the date of its dispatch. The Trader is responsible for providing operation of the e-mail and hereby undertakes to immediately notify the User and the Balancer regarding change of the data referred to in Clauses 6.3 and 6.4 to the Balancer's e-mail address.
- 6.6. The Trader is obliged to confirm the natural gas supply volume stated by the Balancer latest by 14:50 on the day when the Balancer's e-mail referred to in Clause 6.4 of the Contract was received by sending the confirmation to the Balancer's e-mail address: \_\_\_\_\_.
- 6.7. The Balancer engaged by the User may adjust (re-nominate) confirmed nominations for all the hours of the Gas Day from 17:00 (the Latvian time) of the preceding Gas Day to 3:30 (the Latvian time) of the current Gas Day.
- 6.8. In compliance with Decision of the Public Utilities Commission No. 1/16 of 13 April 2017 "Terms of use of the natural gas transmission system", the Trader and the Balancer coordinate submission (nomination) of the natural gas volume needed for the User to the TSO who confirms the above nominations.

- 6.9. The Trader provides pumping of natural gas to IPGK, its sale, supply and delivery in compliance with the present Contract, as well as by following laws and regulations, including Cabinet Regulations No. 78 of 7 February 2017 "Regulations on trade and use of natural gas" (hereinafter referred to as Regulations No. 78 , Decision No. 267 of the Board of the Public Utilities Commission of 8 December 2022 "Regarding approval of the uniform rules of use of the natural gas transmission system" and Decision No. 1/14 of the Public Utilities Commission of 1 October 2020 "Terms of use of Inčukalns underground gas storage".
- 6.10. If, within the scope of another natural gas trade contract, the User buys a fixed volume of natural gas and needs an additional volume of natural gas within a relevant calendar month, in the result of which the User wants to receive the natural gas pumped to IPGK in compliance with the Contract at the VTP, the User has the right to receive the volume of natural gas pumped to IPGK in compliance with the Contract and needed for it at the VTP by notifying the Trader thereof minimum 3 (three) calendar days in advance, or if the term of notice is a day-off, by notifying the Trader thereof latest by 11:00 on the preceding business day (the Latvian time).
- 6.11. If the User has ordered an additional volume of natural gas from the Trader according to the procedure defined by Clause 6.10 of the Contract, the Parties agree on the following procedure of delivery, metering, transfer of ownership of natural gas and cooperation:
- 6.11.1. The User is bound by the notice regarding the necessary additional volume of natural gas on the relevant days of a calendar month sent from the User's e-mail address: [sergejs.pliskacevs@rs.lv](mailto:sergejs.pliskacevs@rs.lv), [gints.kazemaks@rs.lv](mailto:gints.kazemaks@rs.lv), [dmitrijs.sobolevskis@rs.lv](mailto:dmitrijs.sobolevskis@rs.lv) to the Trader's e-mail address: \_\_\_\_\_;
- 6.11.2. The additional volume of natural gas needed for the User within the relevant calendar month and notified according to the procedure defined by Clauses 6.10 and 6.11.1 of the Contract is delivered by the Trader on each Gas Day according to the specified volume to the natural gas Balancer engaged by the User at the VTP;
- 6.11.3. the coordination of the plans of additional deliveries of natural gas needed for the User within the relevant calendar month with the Trader and submission of nominations and re-nominations regarding the volume of natural gas needed for the User to the TSO is provided by the Balancer;
- 6.11.4. Transfer of ownership of the additional natural gas volume needed for the User in the relevant calendar month notified according to the procedure of Clause 6.10 of the Contract takes place at the moment when the Trader, in compliance with the User's notification regarding the necessary natural gas volume as referred to in Clause 6.10 of the Contract, has nominated the relevant natural gas volume to the Balancer at the VTP for the benefit of the User.
- 6.12. If until the end of the IPGK withdrawal season of 2023/2024 the User's Balancer has not nominated the whole natural gas volume referred to in Clause 1.1.1 of the Contract for receipt at the VTP for the User's needs according to the procedure defined by the Contract, the User is obliged to pay for all the remaining natural gas volume based on the invoice prepared by the Trader issued in compliance with the price agreed in Clause 4.1 of the



Contract. Following payment of the above invoice, the Trader delivers the remaining natural gas volume to the User at the VTP according to the procedure agreed by the Contract, if the Parties do not agree to the contrary.

- 6.13. If until the end of the IPGK withdrawal season of 2023/2024 the User's Balancer has not nominated the whole natural gas volume referred to in Clause 1.1.1 of the Contract for receipt at the VTP for the User's needs according to the procedure defined by the Contract, the remaining natural gas volume during the next storage cycle (cycles) is stored according to the inventory transfer product or provisions of laws and regulations if they provide for a different inventory transfer procedure at the end of the relevant withdrawal season when the balance of natural gas was found. The payment for storage of the balance of natural gas volume during the next storage cycle (cycles) is calculated by the Trader and paid by the User in compliance with the inventory transfer product rate defined for the next storage cycle or in compliance with the valid rates defined by laws and regulations, if a different procedure and payment of the inventory transfer is defined at the end of the relevant withdrawal season when the balance of natural gas was found.
- 6.14. The Trader sends the invoices referred to in Clauses 6.12 and 6.13 of the Contract to the User to the e-mail addresses for receipt of invoices defined in Clause 10.2 of the Contract. The User pays invoices within 30 (thirty) calendar days as from the date of receipt of invoices.

## **7. Parties' Rights and Obligations**

- 7.1. All the rights and obligations defined for the Trader and the User by laws and regulations and the terms of the present Contract are binding for the Parties.
- 7.2. Trader's Obligations:**
- 7.2.1. to pump natural gas to IPGK according to the volume, term and procedure defined by Clause 1.1.1 of the Contract;
- 7.2.2. to sell natural gas to the User at the price defined by Clause 4.1 of the Contract and to provide delivery of natural gas to the VTP according to the procedure defined by the Contract and laws and regulations;
- 7.2.3. to make payments to the TSO for the natural gas storage and the transmission system services provided to the User for securing performance of the Contract (booking of IPGK capacity, pumping and withdrawal of natural gas to/ from IPGK, as well as delivery up to VTP);
- 7.2.4. for the purpose of performance of the Contract, according to the User's assignment, to dispose of IPGK capacity booked for the User's needs in compliance with Clause 1.1.1 of the Contract;
- 7.2.5. within 10 (ten) business days following receipt of the User's written complaint regarding an issued invoice, to check the invoice and to notify the result of checking to the User. If an error is found, to issue a new invoice and to send it to the User according to the procedure defined by the Contract;
- 7.2.6. to notify the User in writing regarding reorganisation, change of the registered address, contact data and other details important for performance of the Contract latest within 5 (five) calendar days following relevant changes;
- 7.2.7. to recognise the acts performed by itself, the User and the Balancer engaged by the User as binding;

7.2.8. If on the date of signing the present Contract, the Trader is not registered with the Register of Natural Gas Traders and/ or has not signed the transmission system service contract, the balancing agreement and the storage services agreement, the Trader submits the Guarantee of Performance of Obligations according to the term referred to in Clause 2.5 of the Contract and the Guarantee of Performance of Obligations should be valid for 100 (one hundred) days.

7.2.9. in compliance with the conditions of Regulation of the European Parliament and of the Council of 25 October 2011 (EU) No.1227/2011 on wholesale energy market integrity and transparency (hereinafter referred to as the REMIT Regulation), to submit notifications on its own behalf and on the User's behalf to the Agency for the Cooperation of Energy Regulators (hereinafter referred to as the ACER) regarding a transaction performed within the scope of the Contract. The Trader notifies the information stated in the notification to the User electronically to the e-mail address: razosana@rs.lv.

### 7.3. User's obligations:

7.3.1. to pay the invoices justly issued by the Trader and sent according to the procedure defined by the Contract in full amount and within the term defined by the Contract;

7.3.2. in compliance with the procedure agreed by the Parties, to secure that the Balancer notifies the natural gas consumption forecast for the next month and the next Gas Day to the Trader for the purpose of providing delivery of natural gas bought in compliance with the Contract to the VTP;

7.3.3. to notify the Trader in writing regarding reorganisation, change of the registered address, contact data and other details important for performance of the Contract latest within 5 (five) calendar days following relevant changes;

7.3.4. to notify the Trader in writing regarding the change of the Balancer engaged by the User and to provide the Balancer's e-mail address to which the information referred to in the Contract should be sent.

### 7.4. User's rights:

7.4.1. upon request to receive information provided by laws and regulations and related to sale of natural gas to the User from the Trader;

7.4.2. to submit a written claim to the Trader regarding an issued invoice within 10 (ten) calendar days as from the date of receipt of the invoice;

7.4.3. to use the Guarantee of performance of liabilities submitted by the Trader in the case defined by the Contract.

## 8. Parties' Liability

8.1. In case of delay of payment of an invoice, the User is obliged to pay late payment interest to the Trader in the amount of 0.15% (zero point fifteen per cent) of the outstanding invoice amount for every day of delay, not exceeding 10% (ten per cent) of the outstanding invoice amount. The Trader does not have the right to apply penalties if it has delayed the term of submission of an invoice to the User as defined by the Contract (Clause 5.4 of the Contract).

- 8.2. The Trader is obliged to pay a contractual penalty of 0.15% (zero point fifteen per cent) of the total contract price to the User for delay of the term defined by Clauses 1.1.1 and 1.1.2 of the Contract (the total contract price is calculated as follows: *460,000 MWh x the natural gas price agreed in Clause 4.1 of the Contract*) for every day of delay of performance of the obligations, however, not exceeding 10% (ten per cent) of the total contract price. For the purpose of the present Clause a contractual penalty should not be viewed a damage compensation and does not relieve the Trader from performance of the obligations under the Contract.
- 8.3. If the Trader delays the term defined by Clause 1.1.1 of the Contract by more than 10 (ten) calendar days, the User has the right to buy the needed natural gas volume from another natural gas trader or traders. If the price of the natural gas delivered from another trader exceeds the price defined by Clause 4.1 of the Contract, the Trader is obliged to repay the price difference to the User.
- 8.4. If the Trader fails to perform or unduly performs the obligations defined by the Contract, in the result of which, due to the Trader's fault, the User does not have the possibility to use and to receive the natural gas pumped into and stored at IPGK at the VTP according to the term defined by Clause 1.1.2 of the Contract and/or in the volume referred to in Clauses 1.1.1 and 1.1.3 of the Contract and/ or at the quality defined by Clause 8.7 of the Contract, the Trader is obliged to pay a contractual penalty to the User in the amount of 10% (ten per cent) of the price of the natural gas volume not delivered to the User (*the contractual penalty is calculated as follows: undelivered volume MWh x the natural gas price defined by Clause 4.1 of the Contract*). For the purpose of the present Clause a contractual penalty should not be viewed a damage compensation and does not relieve the Trader from performance of the obligations under the Contract.
- 8.5. The User has the right to buy the natural gas volume not received by the User and which it should have received within the scope of the present Contract from another natural gas trader or traders. If the price of the natural gas delivered from another trader exceeds the price defined by Clause 4.1 of the Contract, the Trader is obliged to repay the price difference to the User.
- 8.6. The Parties are liable to each other for loss caused to the other Party by their fault due to a failure to perform the Contract or undue performance thereof, if the Contract does not provide to the contrary.
- 8.7. The Trader delivers natural gas the physical-chemical composition of which conforms to the characteristics of natural gas defined by Regulations No. 78 to the User. If the Trader delivers natural gas the physical-chemical composition of which does not conform to the characteristics of natural gas defined by Regulations No. 78 to the User, the User immediately stops accepting such natural gas. Acceptance of natural gas is only resumed if the Trader provides compliant composition of natural gas and conformity with the characteristics of natural gas defined by Regulations No. 78. The volume of natural gas not conforming to the quality criteria defined by the present Clause of the Contract is deemed not to have been delivered. In case of suspension of natural gas

supply as provided by the present Clause, the Trader reimburses all the loss incurred in the result of suspension of natural gas supply to the User.

- 8.8. Neither of the Parties is liable for non-performance or undue performance of the Contract obligations if this is caused by the Force Majeure conditions. The Parties agree that the Force Majeure conditions include natural disasters (thunder, earthquake, flood, storm), strikes, hostilities, blockades, civic insurrections, as well as binding legal enactments adopted by the Latvian state or municipal authorities preventing performance of the Contract obligations.
- 8.9. The Party which is prevented from performing its obligations due to Force Majeure circumstances, notifies the other Party thereof in writing latest within 2 (two) calendar days as from the date of start of the Force Majeure circumstances by stating the expected duration of Force Majeure circumstances and provides the evidence of Force Majeure circumstances as requested by the other Party as far as possible. If the above notice is not sent, the relevant Party may not be relieved from liability for a failure to perform obligations in the result of Force Majeure circumstances.
- 8.10. In case of Force Majeure circumstances, performance of the Parties' obligations is suspended until the moment when such circumstances cease to exist. If Force Majeure circumstances last for more than 90 (ninety) calendar days, the Parties agree on further action.
- 8.11. The Party is not obliged to reimburse damage caused to the other Party when they have been caused in the result of the above referred Force Majeure circumstances.

## **9. Term of the Contract and its Termination**

- 9.1. The Contract enters into force on the day when it is signed by both Parties and is in force until performance of the Contract obligations.
- 9.2. The Contract may be terminated by the Parties' written agreement.
- 9.3. Either of the Parties may terminate the Contract unilaterally by notifying the other Party thereof in writing if the other Party fails to perform or unduly performs its obligations under the Contract and does not eliminate any breach within 10 (ten) calendar days as from the date of receipt of a written notice regarding the breach.
- 9.4. The Trader has the right to suspend natural gas supply by notifying the User thereof minimum 5 (five) business days in advance if:
- 9.4.1. the User does not pay for natural gas and received system services, does not make other payments related to performance of the Contract in compliance with the procedure or the terms defined by the Contract;
- 9.4.2. in other cases provided by laws and regulations.
- 9.5. The Parties have the right to terminate the Contract early unilaterally by notifying the other Party in writing 5 (five) days in advance, if the Contract or any part thereof cannot be performed due to international or national sanctions or major sanctions imposed by a member state of the European Union or the North-Atlantic Treaty Organisation affecting the interests of the financial and capital market are applied to the Party. In this case the Parties are released from liability for termination of the Contract and any costs, including contractual penalties, interest and sanctions.

## 10. Notices

- 10.1. In cases when the Contract does not provide to the contrary, all the notices, confirmation, claims, requests, warnings and other communication should be prepared in writing and signed with a secure electronic signature and sent to the Parties' e-mail addresses defined by the Contract, if the Contract does not provide to the contrary.
- 10.2. The Trader sends all the invoices related to the present Contract to the User to the following e-mail addresses for receipt of invoices: [rekini@rs.lv](mailto:rekini@rs.lv), [jevgenijs.kuzmins@rs.lv](mailto:jevgenijs.kuzmins@rs.lv) and [dmitrijs.sobolevskis@rs.lv](mailto:dmitrijs.sobolevskis@rs.lv).
- 10.3. Electronic documents sent by the Parties (including the Trader's invoices) shall be deemed received on the date of sending them to the e-mail address specified by the other Party. If a document is sent by post, it is deemed to have been received on the fifth day following its delivery to the post office for dispatch.

## 11. Protection of confidentiality and personal data

- 11.1. The Parties hereby undertake to maintain confidentiality in their mutual relations, including to ensure that information contained by the Contract is not disclosed by the third parties participating in performance of the Contract, to protect, not to disseminate and not to disclose without prior mutual written agreement to third parties fully or partially the present Contract and the content of other documents related to its performance, as well as technical, commercial and any other information about the operation of the other Party, which they have obtained in the course of performance of contractual obligations, except in the case provided for by the present Contract and laws and regulations. The present Clause is not applicable to publicly available information, as well as information intended to be made known to third parties in compliance with the Contract provisions.
- 11.2. If during performance of the Contract any information containing personal data of natural entities is provided to the Parties, the relevant Party who receives the personal data hereby undertakes to follow the requirements of laws and regulations of personal data protection, including Regulation (EU) 2016/679 of the European Parliament and of the Council 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).
- 11.3. The Party to whom the personal data are provided hereby undertakes not to transfer them to the third parties without a prior written consent of the other Party. If the Party is obliged to disclose the received personal data in compliance with the laws and regulations, it is obliged to notify the Party from whom it had received the personal data within 10 (ten) business days, unless laws and regulations prohibit this.

## 12. Responsible persons

- 12.1. The User's person responsible for performance of the Contract is the Head of the Production Department Imants Urtāns, tel. +371 29246211. During the absence of the User's responsible person, the person responsible for

performance of the Contract is the Board Member Raivis Elliņš, tel. +371 29287147.

- 12.2. The Trader's person responsible for performance of the Contract is /position, name, surname, tel. \_\_\_\_\_/. During the absence of the Trader's responsible person, the person responsible for performance of the Contract is /position, name, surname, tel. \_\_\_\_\_/.

### 13. Other provisions

- 13.1. The following persons are authorised to sign the deeds of delivery-acceptance of natural gas:

13.1.1. on the User's behalf - any two Board Members of JSC "RĪGAS SILTUMS";

13.1.2. on \_\_\_\_\_ the \_\_\_\_\_ Trader's \_\_\_\_\_ behalf \_\_\_\_\_

- 13.2. The Parties' relations not regulated by the Contract are regulated in compliance with laws and regulations.

- 13.3. If any laws and regulations which may contradict the provisions of the Contract are adopted following entry into force of the Contract, the Parties comply with the obligations under the Contract as far as they do not contradict laws and regulations by applying the regulation provided by the laws and regulations to the contractual relationship.

- 13.4. If any provision of the Contract loses its validity entirely or in any part, is not enforceable or is amended, the other provisions of the Contract maintain their validity. In the above case the Parties will replace the invalid or unenforceable provision with a valid or enforceable provision yielding a similar result and conforming to the Parties' will at the moment of signing the Contract, and which provides economic consequences as equivalent as possible to these of the invalid or unenforceable provision.

- 13.5. DSO: Joint Stock Company GASO  
Unified Registration No. 40203108921  
VAT Reg. No. LV40203108921  
Registered address: Vagonu iela 20, Riga, LV-1009  
Contact centre telephone: 155  
Emergency service telephone: 114  
Website: [www.gaso.lv](http://www.gaso.lv)

- 13.6. All the disputes arising during the validity term of the Contract and not resolved by mutual negotiation are resolved according to the procedure defined by laws and regulations by courts.

- 13.7. The Contract has been prepared as an electronic document and signed with a secure electronic signature containing a time stamp. The date of signing of the Agreement is the date of the last attached electronic signature and its time stamp.

- 13.8. The following annex is attached to the Contract as an indispensable part thereof:

List of gas consuming facilities of JSC "RĪGAS SILTUMS" on 2 pages.

**14. Parties' details and signatures:****Joint Stock Company "RĪGAS SILTUMS"**

Unified Reg. No. 40003286750

VAT Reg. No. LV40003286750

Address: Cēsu iela 3A, Rīga, LV-1012

Bank: Luminor Bank AS Latvijas filiāle

Account: LV18 RIKO 0002 0130 2545 5

Code of the credit institution: RIKOLV2X

**ACER Registration Number:**

A0011259W.LV

On behalf of the trader:

Board Member

\*signature /Name Surname/

Board Member

\*signature /Name Surname/

On the User's behalf:

Board Member

\*signature Raivis Elliņš

Board Member

\*signature Uģis Osis

**\*THE DOCUMENT HAS BEEN SIGNED WITH SECURE ELECTRONIC  
SIGNATURES AND CONTAINS TIME STAMPS.**

"On the right to supply 460,000 MWh of natural gas for the needs of JCS "RĪGAS SILTUMS" for the heating season 2023/2024",  
Id.No. RS2023/020/AK

Annex  
to Contract No. \_\_\_\_ dd. \_\_\_\_\_ 2023  
(Registered in the chancellery of JSC "RĪGAS SILTUMS"  
on \_\_\_\_\_ under No. \_\_)

**List of gas consuming facilities of JSC "RĪGAS SILTUMS"**

No	Address of the gas consuming facility:	Allowed maximum load <sup>1</sup> (m <sup>3</sup> /h)
1.	Atgāzenes iela 26, Rīga, LV-1004	40.00
2.	Atlantijas iela 51, Rīga, LV-1015	6500.00
3.	Baldones iela 2, Rīga, LV-1007	17.40
4.	Baldones iela 8, Rīga, LV-1007	25.00
5.	Bauskas iela 207A, Rīga, LV-1076	645.50
6.	Berģu iela 7, Rīga, LV-1024	100.00
7.	Biešu iela 6, Rīga, LV-1004	32.65
8.	Briežu iela 7A, Rīga, LV-1034	201.99
9.	Cimzes iela 3, Rīga, LV-1014	20.55
10.	Ernestīnes iela 30, Rīga, LV-1046	25.00
11.	Ezera iela 1, Rīga, LV-1034	21.10
12.	Ezera iela 11, Rīga, LV-1034	40.00
13.	Ezera iela 9, Rīga, LV-1034	40.00
14.	Gaileņu iela 14, Rīga, LV-1023	196.00
15.	Gobas iela 33A, Rīga, LV-1016	2399.00
16.	Inčukalna iela 2, Rīga, LV-1014	40.00
17.	Jāņa Asara iela 8, Rīga, LV-1009	16.00
18.	Kalētu iela 10A, Rīga, LV-1004	6.00
19.	Kalnciema iela 160F, Rīga, LV-1046	57.00
20.	Kandavas iela 16, Rīga, LV-1083	8768.40
21.	Kārļa Vatsona iela 11A, Rīga, LV-1014	25.00
22.	Keramikas iela 2A, Rīga, LV-1016	1793.78
23.	Krustpils iela 62A, Rīga, LV-1063	40.00
24.	Kuģu iela 26A, Rīga, LV-1048	2200.00
25.	Kurzemes prospekts 17, Rīga, LV-1067	48735.00
26.	Lēdurgas iela 16, Rīga, LV-1034	40.00
27.	Lēpju iela 4, Rīga, LV-1016	2840.00
28.	Līksnas iela 27, Rīga, LV-1003	25.00
29.	Žīguru iela 21, Rīga, LV-1021	42.00
30.	Ludzas iela 30, Rīga, LV-1003	16.00
31.	Ludzas iela 42A, Rīga, LV-1003	53.40
32.	Ludzas iela 43, Rīga, LV-1003	70.00
33.	Matīsa iela 75, Rīga, LV-1009	16.00
34.	Nautrēnu iela 24, Rīga, LV-1079	477.00
35.	Rītupes iela 19A, Rīga, LV-1019	16.00



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No .	Address of the gas consuming facility:	Allowed maximum load <sup>1</sup> (m <sup>3</sup> /h)
36.	Robežu iela 3 k-9, Rīga, LV-1004	16.00
37.	Siltuma iela 6, Rīga, LV-1058	9956.00
38.	Sparģeļu iela 1, Rīga, LV-1009	16.00
39.	Sparģeļu iela 2, Rīga, LV-1009	10.00
40.	Stokholmas iela 24, Rīga, LV-1014	25.00
41.	Svīres iela 15, Rīga, LV-1076	179.20
42.	Šampētera iela 98, Rīga, LV-1046	39.70
43.	Tvaika iela 56, Rīga, LV-1034	16.00
44.	Viestura prospekts 20B, Rīga, LV-1034	790.00

Note: Allowed maximum load - the highest volume of natural gas permitted to be used at the relevant facility per hour.

Annex 4 Guarantee of Performance of  
Obligations (basic conditions)  
JSC "RĪGAS SILTUMS"  
Cēsu iela 3A, Rīga, LV –1012

**GUARANTEE OF PERFORMANCE OF OBLIGATIONS  
(Basic conditions)**

to the open tender "On the right to supply 460,000 MWh of natural gas for the needs of  
JSC "RĪGAS SILTUMS" for the heating season 2023/2024",  
Identification No. RS2023/020/AK

**Form 1 (for the credit institution)**

**Joint Stock Company "RĪGAS SILTUMS"**

Rīga, Cēsu iela 3A, LV -1012

**Guarantee of Performance of Obligations No. \_\_\_\_\_**

We – \_\_\_\_\_ (Unified Registration Number: \_\_\_\_\_; the Registered Address: \_\_\_\_\_) (hereinafter referred to as the Credit Institution) – have been notified that on \_\_\_\_\_ our client – \_\_\_\_\_ (Unified Registration Number (the taxpayer's registration number): \_\_\_\_\_; the Registered Address: \_\_\_\_\_) (hereinafter referred to as the Contractor or the Construction Contractor, *specify accordingly*) – and the Joint Stock Company "RĪGAS SILTUMS" (Unified Registration Number (the taxpayer's registration number): 40003286750; the Registered Address (address): Rīga, Cēsu iela 3A, LV – 1012 (hereinafter – the Customer) – have signed the Contract on \_\_\_\_\_ (hereinafter – the Contract). In compliance with the provisions of the Contract, the Trader should submit the Guarantee of Performance of Obligations under the Trader's Contract amounting to 5% of the contract price to the Customer.

Considering the above, the Credit Institution hereby irrevocably undertakes the obligation to pay to the Customer any amount claimed by it not exceeding [currency] \_\_\_\_\_ (\_\_\_\_\_), when, in compliance with the requirements defined by the present Security, a compliant document signed by the Customer has been submitted to the Credit Institution (hereinafter referred to as the Claim), by which the Customer requests the Credit Institution to make a payment based on the present Security and which contains the Customer's statement that the Contractor has failed to perform its obligations under the Contract by specifying the obligations which have not been performed.

"On the right to supply 460,000 MWh of natural gas for the needs of JCS "RĪGAS SILTUMS" for the heating season 2023/2024",  
Id.No. RS2023/020/AK

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The claim should be submitted as a printed document or electronically. Electronic submission should be performed as an authenticated message by using SWIFT or sending it to the below stated e-mail address of the Credit Institution. For the purpose of identification, the signatures of the signatories of the Claim on the Claim should be attested by the notary or the Claim should be signed with a secure electronic signature, or the Claim should be submitted via the credit institution serving the Customer and attesting the identity of the signatories of the Claim and their authority to sign the Claim on the Customer's behalf:

The present security is in force until \_\_\_\_\_ (hereinafter referred to as the End Date). The Credit Institution should receive the Claim latest on the End Date at the Credit Institution (address: \_\_\_\_\_) or, if the Claim is submitted electronically \_\_\_\_\_ (the e-mail address of the Credit Institution) \_\_\_\_\_ (the Credit Institution's SWIFT address).

The Uniform Rules for Demand Guarantees (version 2010, publication No. 758 of the International Chamber of Commerce) are applicable to the present Security. The present Security and related legal relationship, as far as the relevant matters are not regulated by the Uniform Rules for Demand Guarantees, are subject to the legislation of the Republic of Latvia. Any dispute arising between the Credit Institution and the Customer in relation to the present Security shall be resolved at the court of the Republic of Latvia.

[The signatory's position] [personal signature] [the signatory's name and surname]

**THE DOCUMENT HAS BEEN SIGNED WITH A SECURE ELECTRONIC SIGNATURE AND  
CONTAINS A TIME STAMP**

End of the sample \_\_\_\_\_

**Notes\*:**

1. The Guarantee of Performance of Obligations form is attached in compliance with the guidelines developed by the Finance Latvia Association on 23.03.2021 "Guidelines on using guarantees, references and attestations issued by credit institutions in procurement procedures". <https://www.iub.gov.lv/lv/kreditiestazu-un-apdrosinataju-asociaciju-ieteikumi>
2. The Guarantee of Performance of Obligations form contains the basic conditions which should be included as mandatory in the Guarantee of Performance of Obligations issued by a credit institution. The credit institution has the right to prepare the Guarantee of Performance of Obligations in compliance with the internal regulations of the credit institution upon the condition that the essential conditions of the Guarantee of Performance of Obligations are not amended.

**Form 2 (for the insurer)****IRREVOCABLE FIRST DEMAND UNCONDITIONAL INSURANCE POLICY OF  
GUARANTEE OF PERFORMANCE OF OBLIGATIONS  
(Basic conditions)**

to the open tender "On the right to supply 460,000 MWh of natural gas for the needs of  
JSC "RĪGAS SILTUMS" for the heating season 2023/2024",  
Identification No. RS2023/020/AK

**Insurance policy\* No.** \_\_\_\_/specify/\_\_\_\_

**Insurance holder:**

**Contractor/ Construction Contractor:** \_\_\_\_/specify the name/\_\_\_\_

**Registration No.:** \_\_\_\_/specify/\_\_\_\_

**Registered address:** \_\_\_\_/specify/\_\_\_\_

**Insured entity:**

**Customer:** Joint Stock Company "RĪGAS SILTUMS"

**Registration No.:** 40003286750

**Registered address:** Rīga, Cēsu iela 3A, LV - 1012

**Insured subject:**

Irrevocable, unconditional first demand Guarantee of Performance of Obligations in compliance with  
the provisions of the contract signed by and between the Insurance holder and the Insured on  
\_\_\_\_ 20 \_\_\_\_ /title/ \_\_\_\_\_, hereinafter - the Contract.

**Rules governing the insurance:**

*The Insurer's rules, title and No. of the rules*

Special rules in compliance with the present annex.

**Insurance terms:**

**Guarantee of Performance of Obligations term:** until \_\_\_\_\_ 202\_, in particular, until the validity term of the Guarantee of Performance of Obligations, and any claims in this regard should be submitted to the Insurer latest on this date..

**Maximum available Insurance indemnification is** EUR \_\_specify the amount in numbers\_\_ (specify the amount in words).

**Special terms (included in the terms of the insurance policy):**

1. The present Guarantee of Performance of Obligations is an irrevocable first demand unconditional insurance policy within the scope of which the Insurer should pay the Insurance indemnification without requesting the Insured to substantiate its claim (hereinafter the Insurance Policy) upon the condition that the Insured states in its claim that the claimed amount is due to it because of setting in of one or any of the conditions referred to in the Contract by referring to the particular condition or conditions which have set in.
2. The Insurance Policy provides insurance of all the Contract performance liabilities of the Insurance holder including, but not limited to the following:
  - 2.1. liability for performance of the contract obligations at non-compliant quality or term or a failure to perform, including if the Insured uses the right provided by the Contract to unilaterally resign from the Contract,
  - 2.2. liability for the loss caused to the Insured by the Insurance holder or any subcontractors involved by it by unlawful acts, negligence or undue performance of the contract obligations (including the loss to the Insured resulting from incorrect use of the materials, equipment and machinery used by the Insurance holder),
  - 2.3. contractual penalties applied to the Insurance holder (if applicable) for undue performance, late performance of contractual obligations or a failure to perform.
3. The Insured has the right to claim payment of the Insurance indemnification during the entire validity term of the Insurance policy irrespective of the actual moment of the insured event. If a claim application has been submitted during the validity period of the Insurance policy, the Insurer does not have the right to reject payment of the insurance indemnification on the basis that the term for submission of the claim application following an insured event as set by the Insurer has not been complied with.
4. The Insurer waives the right to request the Insured to provide notifications on amendments or supplements to the signed Contract and to demand coordination of such Contract amendments or supplements. Amendments or supplements to the Contract does not affect the validity of the Insurance policy and its amount.
5. The Uniform Rules for Demand Guaranties", ICC Publication No. 758) issued by the International Chamber of Commerce (ICC) are applicable to the present Insurance policy, and as regards the matters not regulated by the above referred Rules of the International Chamber of Commerce, the laws and regulations of the Republic of Latvia are

"On the right to supply 460,000 MWh of natural gas for the needs of JCS "RĪGAS SILTUMS" for the heating season 2023/2024",  
Id.No. RS2023/020/AK

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- applicable to the present Insurance policy. Claims and disputes related to the Insurance policy should be resolved by the court of the Republic of Latvia in compliance with the laws and regulations of the Republic of Latvia.
6. The Insurer pays the insurance indemnification to the Insured within 10 (ten) days following the date of notice. The date when the Insured has sent a claim application signed with an electronic secure signature electronically to the Insurer's e-mail or notified the indemnification claim application to the Insurer by e-mail by attaching a scanned application.
  7. The Insurance policy may not be withdrawn by the Insurance holder and the Insurer.
  8. The Insured entity does not have to claim reimbursement amount from the Insurance holder prior to submitting the insurance indemnifications claim application to the Insurer.
  9. The amounts paid in compliance with the present Insurance policy reduce the maximum available Insurance indemnification.
  10. If any contradictions between the Insurance policy and the insurance agreement or the Insurer's rules are found, the special terms contained by the Insurance policy prevail and are binding for all the involved parties.

**Insurer's name:** \_\_\_\_\_/specify/\_\_\_\_\_

[the signatory's position] [personal signature] [the signatory's name and surname]

**THE DOCUMENT HAS BEEN SIGNED WITH A SECURE ELECTRONIC SIGNATURE AND  
CONTAINS A TIME STAMP**

End of the sample

**Notes\*:**

1. To be filled in by the insurer based on the Tenderer's request by using its form as required.
2. The irrevocable first demand unconditional Guarantee of Performance of Obligations has been prepared taking into account the clarifications prepared by the Latvian Insurers' Association "Explanatory information and recommendations regarding insurance of securities and its use in public procurements". <https://www.iub.gov.lv/lv/kreditiestazu-un-apdrosinataju-asociaciju-ieteikumi>
3. The insurance policy of the irrevocable first demand unconditional Guarantee of Performance of Obligations contains the basic conditions which should be included as mandatory in the Guarantee of Performance of Obligations issued by the insurer. The insurer has the right to prepare the insurance policy of the irrevocable first demand unconditional Guarantee of Performance of Obligations in compliance with the internal regulations of the insurer upon the condition that the essential conditions of the Guarantee of Performance of Obligations are not amended.
4. The Insurance holder (the Contractor or the Construction Contractor) should submit to the Insured the payment order to enable it to verify the validity of the insurance.
5. The insurance terms applicable to the insurance policy should be attached to it, and if the Insurance policy has been signed by a broker, documents attesting the authorisation to issue and sign the Insurance policy and its annexes on the Insurer's behalf should be attached.

Annex 5 Attestation of qualification of the Tenderer  
JSC "RĪGAS SILTUMS"  
Cēsu iela 3A, Rīga, LV –1012

**ATTESTATION OF THE TENDERER'S QUALIFICATION**

to the open tender "On the right to supply 460,000 MWh of natural gas for the needs of  
JSC "RĪGAS SILTUMS" for the heating season 2023/2024",  
Identification No. RS2023/020/AK

Venue, Date

Tenderer \_\_\_/state the Tenderer's firm (name)/\_\_\_, Unified registration number: \_\_\_/state  
Reg. No./\_\_\_, Registered Address: \_\_\_/state the Tenderer's address/\_\_\_ hereby attests that  
it:

has signed the contract **or an attestations that contracts will be signed** (in  
compliance with the requirements of Clause 6.1.9 of Section 6 of the Regulations "Terms of  
exclusion of the Tenderer and defined qualification requirements (Stage 1)" with the natural  
gas transmission system operator:

System operator	Contract Number	Date of signing the contract	Contacts:

Tenderer's legal or authorised representative:

\_\_\_\_\_/specify the position, name, surname/\_\_\_\_\_

**THE DOCUMENT HAS BEEN SIGNED WITH A SECURE ELECTRONIC SIGNATURE  
AND CONTAINS A TIME STAMP**

\_\_\_\_\_End of the sample\_\_\_\_\_

Annex 6 Survey of verification of sanctions/ MLTPF  
JSC "RĪGAS SILTUMS"  
Cēsu iela 3A, Rīga, LV –1012

**Survey of verification of sanctions/ MLTPF**  
(legal entity)

**NB! The present form should only be filled in upon the Customer's request by the Tenderer to whom the right of signing the contract will be granted.**

1. DATA ON THE COOPERATION PARTNER	
<b>1.1. Cooperation Partner:</b>	
Name:	
Legal form: <input type="checkbox"/> SIA [LTD] <input type="checkbox"/> AS [JSC] <input type="checkbox"/> partnership <input type="checkbox"/> association of entities <input type="checkbox"/> institution <input type="checkbox"/> other ( <i>specify</i> )	
Registration No.:	
VAT No.:	
Registered address:	
Actual address ( <i>if different from the registered address</i> ):	
<b>1.2. Data of the cooperation partner's authorised representative:</b>	
Grounds of authorisation: <input type="checkbox"/> Board Member <input type="checkbox"/> Holder of the Commercial Power of Attorney (Procura) <input type="checkbox"/> Power of Attorney <input type="checkbox"/> other ( <i>please specify</i> )	
Personal ID Code (residents)/ Date of birth (non-residents)	
<b>1.3. Contacts for communication with the Cooperation Partner:</b>	
Contact person, position:	
Telephone:	
E-mail:	
<b>1.4. Information about the cooperation partner's economic activity:</b>	
Venue (country) of performance of the economic activity:	<input type="checkbox"/> Republic of Latvia <input type="checkbox"/> other ( <i>specify</i> ) _____
Type of business operations:	
2. DATA ON THE TRUE BENEFICIARY OF THE COOPERATION PARTNER <sup>1)</sup> ( <i>fill in for all true beneficiaries</i> )	
Name, surname	
Personal ID Code (residents)/ Date of birth (non-residents)	
Nationality:	
True Beneficiary: <input type="checkbox"/> Controls % of shares/ shares of stock <input type="checkbox"/> directly <input type="checkbox"/> indirectly ( <i>specify the form of the indirect control</i> ) <input type="checkbox"/> Implements the control in another form ( <i>please, specify</i> ) <input type="checkbox"/> TB cannot be identified, because ___ ( <i>specify</i> ) _____	
<b>If the True Beneficiary implements control indirectly, specify information about entities via which this control is implemented (or submit the structure of ownership):</b>	
<b>1st level of control</b>	
Registration Number:	
Name:	
Country:	



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<b>Control is implemented via the Cooperation Partner (Paragraph 1.1 of the form)</b>	
<b>2nd level of control</b>	
Registration Number:	
Name:	
Country:	
<b>Control is implemented via the above specified 1st control level.</b>	
<b>Publicly accessible site where this information can be verified (if applicable):</b>	
<b>3. DATA ABOUT A POLITICALLY EXPOSED PERSON<sup>2)</sup></b>	
The True Beneficiary or the Member of the Management Board/ Supervisory Board is a politically exposed person, a family member of a politically exposed person or a close associate of a politically exposed person (for the purpose of :ML/TPF Law):	
<input type="checkbox"/> Yes If the answer is "Yes", please, specify the following data:  Name, surname: _____ Country of permanent residence: _____ The authority where the person is employed: _____ Position: _____	
<input type="checkbox"/> No	

You are hereby requested to take in to account that in the case if the requested information is not provided or incomplete or misleading information is provides, JSC "RĪGAS SILTUMS" has the right not to sign the contract and/ or unilaterally withdraw from a signed contract. Criminal liability is provided for provision of knowingly false information about the ownership of the resources or the True Beneficiary.

Hereby the COOPERATION PARTNER attests that it is authorised to sign the present document and:

- By signing the present questionnaire, the cooperation partner confirms, that the cooperation partner or its True Beneficiary (if applicable) are not subjects of the sanctions imposed by the United Nations, the European Union, another international organisation where Latvia is a member, the Republic of Latvia, the Member State of the European Union and the North Atlantic Treaty Organisation.
- By signing the present questionnaire, I confirm that criminal proceedings have not been initiated against the cooperation partner or its True Beneficiary and the cooperation partner and its True Beneficiary have not been convicted for money laundering or terrorism financing.
- By signing the present questionnaire, the cooperation partner confirms that all the information provided in the present form is complete and correct. The cooperation partner hereby undertakes to notify JSC "RĪGAS SILTUMS" regarding any changes of the data referred to in the present form immediately, however, latest within 5 (five) days as from the implementation of the change.

Cooperation Partner: \_\_\_\_\_  
(name, surname, signature)

Date: \_\_\_\_\_

Venue: \_\_\_\_\_

**THE DOCUMENT HAS BEEN SIGNED WITH A SECURE ELECTRONIC SIGNATURE AND CONTAINS A TIME STAMP**

**Note for the purpose of LAMLPTF:**

- TB/ True beneficiary** — a natural entity who is the owner of the customer who is a legal entity or who controls the customer, or on whose behalf or in whose favour or interest the business relationship has been established or a single transaction is performed, and it is as minimum:
  - as regards legal entities - holding more than 25 per cent of the shares of stock or shares with voting rights of a legal entity by way of direct or indirect participation or directly or indirectly controlling it;
  - as regards legal arrangements - a natural entity who owns or in whose interests a legal arrangement has been established or operates, or who directly or indirectly exercises control over it, including who is the founder, proxy or supervisor (manager) of such legal arrangement.
- PNP - politically exposed person** — a person who in the Republic of Latvia, other Member State or third country holds or has held a prominent public position, including a higher official of the public authority, a head of the State administrative unit (local government), the Head of the Government, the Minister (the Deputy Minister or the Deputy of the Deputy Minister if there is such an office in the relevant country), the State Secretary or other official of high level in the government or State administrative unit (local government), a Member of Parliament or a member of similar

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legislation entity, a member of the management entity (board) of the political party, a Judge of the Constitutional Court, a Judge of the Supreme Court or of the court of other level (a member of the court authority), a council or board member of the Supreme Audit Institution, a council or board member of the Central Bank, an ambassador, a chargé d'affaires, a high-ranking officer of the armed forces, a council or board member of a State capital company, a head (a director, a deputy director) and a board member of an international organisation, or a person who holds equal position in such organisation.

**\* For the purpose of LAMLPTF a cooperation partner of AS "RĪGAS SILTUMS" is viewed as a client.**