

Approved
11 th March 2021
at Salacgriva Port Authority
Procurement Commission Meeting
Protocol no.1

**Salacgriva Port Authority
Procurement “Supply of floating navigation marks”**

**identification No. SOP 2021/07 ESTLAT177
REGULATIONS¹**

1 CLIENT

- 1.1 Salacgriva Port Authority,
Ostas street no.6, Salacgriva,
LV-4033, Latvia
VAT registration No. 90000462446,
Bank: AS SEB bank, IBAN UNLALV2X;
Bank account: LV19UNLA0055000439943.
Website: www.salacgrivaport.lv, email: port@salacgrivaport.lv
- 1.2 Procurement is ensured by the Procurement Commission (hereinafter referred to as the Commission) created by Salacgriva Port Authority. Contact person Ivo Īstenais, port@salacgrivaport.lv, +371 29262429
- 1.3 Procurement is implemented within the framework of Estonia-Latvia Cross-border cooperation program 2014 – 2020 project “Improvement and promotion of the East Baltic Coast harbours network” (Eastbaltic Harbours, Est-Lat 177).
- 1.4 Procurement is organized on the basis of Procurement Monitoring Bureau prepared Guidelines for Public Service Providers (25.11.2019), considering that the estimated amount of the procurement is lower than the contract price limits specified by the Cabinet of Ministers.

2 COMMUNICATION.

- 2.1 The exchange of information among the Client (the Commission), interested suppliers and tenderers shall be in written form by post, email or in-person delivery. For the information sent by email without a secure electronic signature to obtain legal effect, it shall be sent in a signed form simultaneously by post.
- 2.2 A communication document shall include the name and identification number of the procurement.
- 2.3 Requests for information shall be sent by post to the following address: Salacgriva Port Authority, Ostas street nr.6, Salacgriva, LV-4033, or by email to port@salacgrivaport.lv

¹ In case of dispute Latvian text shall prevail

- 2.4 The Client shall send communication documents by post or e-mail to the Interested supplier`s post address or e-mail, which the interested supplier shall indicate to the Client when receiving the Procurement regulations in-person.
- 2.5 If an interested supplier has requested additional information in advance on the procurement regulations, the requirements included in the procurement documents regarding the preparation and submission of tenders or the selection of tenderers, the Client shall provide it as soon as possible, but no later than 6 (six) days before the deadline for tender submission, as well as shall place it on the Client`s website online www.salacgrivaport.lv in the section „Procurements”.
- 2.6 All documents related to this procurement, questions asked by the interested suppliers and responses given to them, additional information and possible changes and/or additions to the Regulations, the Client shall add to their website online www.salacgrivaport.lv in the section „Procurements”, as well as sends them to the interested supplier, who has made the inquiry. If the Client has posted the mentioned documents and information on the website, it is considered that the interested supplier has received them. The Client is not responsible for the fact that any of the interested suppliers will not be acquainted with the Client`s publications during the procurement.

3 SUBJECT OF PROCUREMENT

- 3.1 River buoys with equipment (2 pcs.) and Marine Spar buoys with equipment (4 pcs.), according to the technical specification – Appendix No.1, hereinafter referred to as the „Product”, and delivery.
- 3.2 Place of delivery – Salacgriva Port Authority, Ostas street nr.6, Salacgriva, LV 4033, Latvia.
- 3.3 Procurement execution deadlines:
 - 3.3.1 Procurement execution – 31th August, 2021.
 - 3.3.2 The warranty period is 24 (twenty four) months from the signing of the acceptance-transfer deed.
- 3.4 The tender submitted by the Tenderer must be valid, it is binding on the Tenderer until the signing of the procurement contract, but no less than 60 (sixty) days from the closing date for the submission of tenders.

4 RULES FOR EXCLUSION OF TENDERERS

- 4.1 The Tenderer shall be excluded from participation in the procurement in the cases specified in Section 48, Paragraph one, Clauses 2 and 3 of the Public Service Providers Procurement Law, taking into account the terms and procedures of Section 48 of the Public Service Providers Procurement Law.
- 4.2 The Client shall perform an inspection by applying the existence of cases of exclusion of the Tenderers specified in Section 48, Paragraph one, Clauses 2 and 3 of the Public Service Providers Procurement Law in relation to the Tenderer who complies with all requirements specified in the contract notice and the Regulations, and who would be awarded to right to sign the contract; to the subcontractor indicated by the Tenderer, who's value of the services to be provided is at least 10 percent of the total value of the supply contract and the persons on whose capabilities it has relied to certify that its qualification complies with the requirements specified in the procurement documents.
- 4.3 If during the inspection it is concluded that the tax debts of the Tenderer or the subcontractor indicated by the Tenderer, who's value of services to be provided is at least 10 percent of the total

contract value, exceed 150 euros, the Procurement Commission shall act in accordance with Section 48, Paragraphs seven and eight of the Public Service Providers Procurement Law. The provisions of paragraphs 1 and 3. In case the tax debt in the amount of 150 euros is exceeded for the person on whose capabilities the Tenderer relies, the Public Service Provider shall act by analogy with the provisions of Section 48, Paragraph nine of the Public Service Provider Procurement Law.

- 4.4 The Procurement Commission verifies whether the Tenderer, its employee or the person indicated in the Tenderer's tender has not participated in any of the previous stages of this Procurement project or in the development of the Procurement documents. If the Tenderer, its employees or the person indicated by the Tenderer has participated in any of the previous stages of this procurement project or in the development of the Procurement Documents and if this circumstance gives the supplier an advantage in the Procurement, thus preventing, restricting or distorting competition, the Tenderer's tender is rejected. The Commission, by establishing the above-mentioned circumstances before the possible rejection of the Tenderer, allows the Tenderer to prove that there are no circumstances that would give the Tenderer any advantage in the Procurement, thus preventing, restricting or distorting competition.
- 4.5 The Tenderer shall be excluded from participation in the procurement if the Tenderer is subject to the restrictions specified in Section 11.1, Paragraphs one and two of the International and National Sanctions Law of the Republic of Latvia. The Commission verifies in <http://sankcijas.kd.gov.lv/> whether, in relation to the tenderer who would be granted the right to conclude the contract, a member of its board or council, to represent the entitled person or the procurator or the person authorized to represent the tenderer in activities related to with the branch or a member of the partnership, if the tenderer is a partnership, the sanctions specified in Section 11.1 of the International and National Sanctions Law of the Republic of Latvia have been determined, which affect the performance of the contract.
- 4.6 Certificates and other documents issued by competent authorities and issued by Latvian institutions shall be accepted and recognized by the Public Service Provider if they have been issued not earlier than one month before the date of submission, but certificates of foreign competent authorities if issued not earlier than six months before the date of submission, if the issuer of the certificate or document has not indicated a shorter period of its validity.

5 QUALIFICATION REQUIREMENTS.

- 5.1 The Tenderer must be registered in the Commercial Register of the Republic of Latvia or abroad in accordance to procedures provided by laws and regulations of the respective country.
- 5.2 The Tenderer must have relevant experience in performing the works provided for in this procurement. The Tenderer must have performed at least 1 (one) procurement of a similar nature in the last 3 (three) years (2018, 2019, 2020) and in 2021 by the end of the tender submission deadline specified in these Regulations – to deliver at least 6 (six) floating navigation marks (River buoys or Marine spar buoys) with similar or greater technical parameters as in this procurement (see Technical Specification, excluding navigation light equipment (buoy heads)).

6 SUBMISSION AND OPENING OF TENDERS

- 6.1 A Tender can be submitted in person or sent by post with delivery and handing out to a representative of the Commission until the **1th April 2021, 13.⁰⁰**, Salacgriva Port Authority, Ostas

street nr.6, Salacgrīva, on weekdays between 8.⁰⁰ and 12.⁰⁰ and between 13.⁰⁰ and 17.⁰⁰ (Fridays until 16.⁰⁰). Upon the receipt of the tender, the representative of the Commission shall indicate on the tender the date and time of its submission.

- 6.2 The Tenderer shall prepare and submit one original tender in accordance with the requirements specified in the Regulations.
- 6.3 The tender consists of 1 (one) volume: qualification documents, including the application for participation in the procurement (computer print, one original).
- 6.4 The volume must be placed in the packaging referred to in Sub-paragraph 6.7 of the Regulation.
- 6.5 Volume documents must be numbered and bound in such a way as to prevent their separation. The cord used for stitching must be fastened with a glued sheet on the back of the last page, on which the number of stitched pages must be indicated, which is certified by the Tenderer's representative with the signature rights established in the Register of Enterprises of the Republic of Latvia or the relevant register abroad or a person authorized by this person, attaching a duly executed original of the authorization document or a certified copy thereof.
- 6.6 The original of the tender volume shall be marked "ORIGINAL".
- 6.7 The tender must be submitted in a sealed envelope or package, which must indicate:

Salacgrīva Port Authority
Procurement Commission
Ostas street nr.6, Salacgrīva, LV-4033

Tenderer's name, legal address, phone no.
(for private individual - name,surname and address, phone no.)

**Procurement tender for
"Supply of floating navigation marks"
(procurement identification no. SOP 2021/07 ESTLAT177**

Do not open until **1th April 2021, 13:00**

- 6.8 The documents included in the tender must be clearly legible, without corrections or erasures, in order to avoid any misunderstandings. If corrections have been made, they must be confirmed by the signature of the person entitled to sign the tender. In the event of any discrepancy between the original and the copy, the original shall prevail. In the event of any inconsistency between the numerical value designations in words and numbers, the word designation shall prevail.
- 6.9 The documents included in the tender and their design must comply with the Law on Legal Validity of Documents and Cabinet Regulation No. 558 of 4th September 2018 "Procedure for Development and Design of Documents".
- 6.10 The tender must be prepared in Latvian. Tender documents prepared in a foreign language must be accompanied by a certified translation into Latvian in accordance with Cabinet Regulation No. 291 of 22nd August 2000 "Procedures for Certifying Translations of Documents into the Official Language". The Tenderer is responsible for the compliance of the translation of the documents with the original.

- 6.11 The Tenderer shall submit a signed tender. If the tender is submitted by a legal entity, it shall be signed by an official of the Tenderer with signature rights established in the Register of Enterprises of the Republic of Latvia or the relevant register abroad or a person authorized by this person, attaching a duly executed original of the authorization document or a certified copy thereof. If the application is submitted by an association of suppliers, the tender shall be signed by all persons belonging to the association.
- 6.12 Opening of tenders will take place **on 1th April 2021, at 13:00** at Salacgriva Port Authority, Ostas street nr.6, Salacgriva.

7 EUROPEAN SINGLE PROCUREMENT DOCUMENT

- 7.1 In accordance with Article 56 of the Public Service Providers Procurement Law, the Tenderer may submit the European Single Procurement Document (hereinafter - ESPD) as initial evidence of compliance with the tenderer's qualification requirements specified in Clause 3 of the Regulations. The tenderer shall submit a separate European single procurement document for each person on whose capabilities the candidate or tenderer relies in order to certify that it complies with the requirements for the selection of candidates and tenderer set out in the contract notice or the procurement documents, and for the subcontractor indicated who's value of the services to be provided is at least 10 (ten) percent of the value of the procurement contract. The association of suppliers shall submit a separate European single procurement document for each of its members.
- 7.2 The Tenderer may submit the ESPD, which has been submitted in another procurement, if the Tenderer confirms that the information included in the document is correct.
- 7.3 At any stage of the procurement, the Client is entitled to request that the Tenderer submit all or part of the documents confirming compliance with the Tenderer selection requirements specified in the contract notice or the Procurement documents. The Client does not request such documents and information that are in its possession or available in public databases.
- 7.4 The procedure for application of ESPD in procurement shall be determined by the Cabinet of Ministers. The model forms of the European Single Procurement Document shall be determined in accordance with the European Commission Implementing Regulation No. 2016/7 laying down a standard form for the single European procurement document.
- 7.5 ESPD is available for completion on the website: <https://eur-lex.europa.eu/legal-content/LV/TXT/PDF/?uri=CELEX:32016R0007&from=LV> (Appendix 2 of the European Commission Implementing Regulation No. 2016/7 of 5 January 2016 shall be completed)

8 DOCUMENTS TO BE SUBMITTED:

- 8.1 Signed and completed Tenderer's application (Appendix No.3)
- 8.2 Signed and completed Financial Offer (Appendix No.5)
- 8.3 Confirmation that the Tenderer has relevant experience in performing the works provided for in this procurement. The Tenderer must have performed at least 1 (one) procurement of a similar nature in the last 3 (three) years (2018, 2019, 2020) and in 2021 by the end of the tender submission deadline specified in these Regulations – to deliver at least 6 (six) floating navigation marks (River buoys or Marine spar buoys) with similar or greater technical parameters as in this procurement

(see Technical Specification, excluding navigation light equipment (buoy heads)). A list must be attached to the confirmation (Appendix No.4).

9 TENDER SELECTION CRITERIA – The most economically advantageous tender in accordance with the requirements of the Procurement Regulations, which the Client determines, taking into account the lowest price.

10 EVALUATION OF TENDERS AND DECISION – MAKING

- 10.1 Tender opening meetings are open to the public.
- 10.2 The evaluation of tenders takes place in closed meeting.
- 10.3 The Commission will not evaluate the tender submitted by the Tenderer if the Tenderer does not meet the requirements of the condition of participation in this procurement.
- 10.4 The Commission has the right to request that the Tenderer clarifies the information on the tender, if this is necessary for the selection of the Tenderer or for the examination and selection of the conformity of the tender.
- 10.5 From the tenders that comply with the requirements specified in the Regulations, **the Procurement Commission shall select the tender with the lowest price** that complies with the requirements of the Regulations.
- 10.6 When evaluating the tender, the Procurement Commission takes into account the total price of the delivery indicated¹ in the tender without VAT.
- 10.7 Before selecting the tender, the Commission will check the documents of the financial offers, correct arithmetical errors. In case of arithmetical errors, the contract price will be corrected.
- 10.8 In case the Tenderer recognized as the winner of the procurement withdraws the tender during its validity period or does not conclude the procurement contract within the deadline specified by the Client, the Commission will consider the right to recognize the Tenderer who has offered the next lowest price as the winner.
- 10.9 The Client is entitled to terminate the procurement until the conclusion of the procurement contract, if there is a justification for it.

¹ If arithmetical errors are found in the Financial Proposal, the correctly calculated amount shall be taken into account.

Appendix Nr.1: TECHNICAL SPECIFICATION

Procurement “Supply of floating navigation marks”,
procurement identification No. SOP 2021/07 ESTLAT177

Technical specification.

“Supply of floating navigation marks”, identification No. SOP 2021/07 ESTLAT177

Item	Model, buoy head, colour	Characteristics of lights	Colour	Length	Number of items
Polyethylene buoy	VPC400/800 or VPC500/800 with buoy head MPV - LED Heavy duty ice buoy LED lantern, red with synchronization, or equivalent.	Fl.R.2s (0,5+(1,5))	Red	3,5 – 5,5 m	1 pc
Polyethylene buoy	VPC400/800 or VPC500/800 with buoy head MPV - LED Heavy duty ice buoy LED lantern, green with synchronization, or equivalent.	Fl.G.2s (0,5+(1,5))	Green	3,5 – 5,5 m	1 pc
Marine Spar buoys	EJV 225 with buoy head M650H. Red with synchronization, or equivalent.	Fl.R.2s (0,5+(1,5))	Red	5,5 – 6,5 m	2 pcs
Marine Spars buoys	EJV 225 with buoy head M650H. Green with synchronization, or equivalent.	Fl.R.2s (0,5+(1,5))	Green	5,5 – 6,5 m	2 pcs

Appendix Nr.2: CONTRACT

Contract (draft)

In Salacgriva

_____2021

Salacgriva Port Authority, registration No. 90000462446, address: Ostas street nr.6, Salacgriva, LV-4033, in the person of the port manager Ivo Īstenais, who operates on the basis of the Regulations (hereinafter referred to as the Client) on the one hand, and _____, reg. no. _____, in the person of _____, who operates on the basis of _____ (hereinafter referred to as the Contractor) on the other hand (the contractors separately also referred to as the Party, collectively the Parties), on the basis of the procurement “Supply of floating navigation marks”, procurement identification No. SOP 2021/07 ESTLAT177, enter into a contract as follows:

1. SUBJECT OF CONTRACT

- 1.1 The Client hereby assigns and the Contractor undertakes with his tools, devices and labor to deliver floating navigation marks of appropriate quality in accordance with the procedure and terms specified in the Agreement and regulatory enactments in accordance with the financial offer attached to this Agreement as Annex No. 1 (hereinafter referred to as the Product);
- 1.2 The Contractor confirms that he is bound by all procurement “Supply of floating navigation marks”, identification No. SOP 2021/07 ESTLAT177, documents submitted in the tender;
- 1.3 Place of delivery – Salacgriva Port Authority, Ostas street nr.6, Salacgriva, LV-4033.

2. GENERAL PROVISIONS OF THE EXECUTION OF PROCUREMENT

- 2.1 The Contractor undertakes to deliver the Product in accordance with the quantities and terms, and in compliance with the Client's instructions;
- 2.2 The Contractor undertakes to refrain from any action that could hinder the delivery of the Product or the fulfilment of the Client’s obligations;
- 2.3 The Contractor must ensure that the supply is carried out by the subcontractors indicated in the tender, if any are planned. Change of subcontractors is allowed only with the prior written consent of the Client. If the Client does not agree to the change of a subcontractor, the Client may unilaterally terminate the contract;
- 2.4 The Client is entitled to perform inspections of the delivery of the Product at its own discretion.

3. PERMITS AND AGREEMENTS

- 3.1 The Client makes all the necessary agreements and receives the necessary permits.

4. PAYMENT AND PAYMENT PROCEDURES

- 4.1 The Client undertakes to pay the Contractor for the suppliers of the Goods in EUR _____ (_____), VAT 21% EUR _____ (_____) , total EUR _____ (_____) (hereinafter referred to as the “Contractual amount”), in accordance with

the Financial Offer in the following order:

- 4.1.1. Final payment EUR _____ (_____), VAT 21% EUR _____ (_____), total EUR _____ (_____) for the full delivery of the Product within 10 (ten) working days after the mutual signing of the acceptance-transfer deed, as well as the receipt of the corresponding invoice from the Contractor.
- 4.2 The Contractual Amount includes all costs necessary for the Contractor to fully perform the planned delivery of the Product.
- 4.3 When issuing an invoice, the Contractor must indicate the following information: **Project Nr. ESTLAT177 “Improvement and promotion of the East Baltic Coast harbours network”, contract registration number and date.**
- 4.4 In the event that unforeseen works and expenses arise during the delivery of the Product, the Parties shall agree on them separately, based on the unit prices indicated in the financial offer, if they can be applied to the specific case. In this case, the Contractor will have to provide a written justification for the need to use these funds, explaining why these costs could not have been foreseen and were not included in the financial offer. Execution of unforeseen works shall be commenced only after receipt of the written consent of the Client.

5. TERMS OF PERFORMANCE OF THE CONTRACT

- 5.1 The Contractor shall complete the delivery of all the Products by 31th August 2021.;
- 5.2 Completion of the delivery of the products shall be recorded by signing the acceptance-transfer deed by both Parties.

6. PRODUCT ACCEPTANCE-TRANSFER

- 6.1 Upon complete completion of the delivery of the Products, the Contractor shall submit to the Client an acceptance-transfer deed regarding the delivery of the Products;
- 6.2 The Client shall sign the acceptance-transfer deed within 5 (five) working days after receiving the deed;
- 6.3 Before signing the deed, the Client shall inspect the delivered Products, and the quantity of undelivered Products or low-quality delivered Products shall be recorded in the inspection report for the elimination of the identified deficiencies. The Contractor shall eliminate them without additional payment within the term specified in the deed. The term of elimination specified therein shall not be considered as an extension of the term of performance of the contract.

7. RESPONSIBILITIES OF THE PARTIES

- 7.1 The parties are responsible for the full fulfillment of the obligations under the contract, in accordance with the terms of the contract;
- 7.2 The Parties shall be liable in accordance with this Contract and other legislation for non-proper performance of contractual obligations;
- 7.3 If the Contractor fails to comply with the deadline of fulfilment specified in clause 5.1. of the Contract, the Client is entitled to apply contractual penalty of 0,1% of the total Contractual Amount for each day of delay, but no more than 10% (ten per cent) of the Contractual Amount. Payment of the contractual penalty does not release the Contractor from further performance of the contractual obligations;

- 7.4 If the Client fails to make a payment in due time specified in Clause 4.1.1. of the contract, the Contractor is entitled to apply to the Client a contractual penalty of 0,1 % of the delayed payment for each day of delay, but no more than 10% (ten per cent) of the Contractual Amount. Payment of the contractual penalty does not release the Client from further performance of the contractual obligations.

8. FORCE MAJEURE AND EXCEPTIONAL CIRCUMSTANCES

- 8.1 The Parties shall be released from liability for full or partial failure to fulfil the contract, if such failure is due to force majeure, which set in after the conclusion of the contract and which could previously not be foreseen or prevented. The force majeure and exceptional circumstances include: natural disasters, accidents, catastrophes, epidemics, epizootics and war, riots, blockades, decisions of public authorities and administrations;
- 8.2 The Party invoking force majeure shall immediately notify the other Party in writing. The report shall state the period within which, in his/her opinion, the fulfillment of the obligations under the contract is possible and foreseeable. At the request of the other Party, such report shall be accompanied by a statement issued by the competent authority containing confirmation of the operation of the said exceptional circumstances and their characteristics. If these requirements are not met, the Parties concerned may not invoke force majeure as a ground for improper performance of their contractual obligations;
- 8.3 If, due to force majeure and the consequences thereof, it is impossible to fulfill the obligations provided for in this Contract for more than two months, the Parties shall enter into negotiations as soon as possible on alternatives to this Contract that are acceptable to both Parties, and amend this Contract accordingly or conclude a new contract, or terminate this Contract.

9. WARRANTY OBLIGATIONS

- 9.1 The warranty period for the Products delivered by the Contractor is 24 (twenty four) months after the mutual signing of the acceptance-transfer deed.

10. BREACH OF CONTRACT

- 10.1 The Contract may be terminated by mutual written agreement of the Parties or in accordance with the procedures specified in this Contract.
- 10.2 The Customer, by sending a written notice to the Contractor, is entitled to immediately unilaterally terminate the contract if:
- 10.2.1. the Contractor fails to comply with any of the deadlines for the commencement and performance of works specified in the contract, and if the Contractor's delay has reached at least 30 (thirty) days,
 - 10.2.2. actions have been taken against the Contractor in connection with the attachment of property or current accounts, including the suspension of payments, which may lead to the Bankruptcy of the Company;
 - 10.2.3. limited solvency has been established in the activities of the Contractor and there are preconditions for initiating legal protection proceedings, or in the features of insolvency proceedings;
 - 10.2.4. a court judgment has been pronounced regarding the initiation of legal proceedings or insolvency proceedings of the Contractor or recognition of the Contractor as insolvent or the economic activity of the Contractor has been suspended;

- 10.2.5. execution of the contract is not ensured by the subcontractors indicated in the tender;
- 10.2.6. during the performance of the Contract, persons who are not in an employment relationship with the Contractor or subcontractors indicated in the tender offer are employed at the Object;
- 10.2.7. if the contract cannot be performed because during the performance of the contract the Contractor has been subject to international or national sanctions or sanctions imposed by a member state of the EU or the North Atlantic Treaty Organization (NATO) that significantly affects financial and capital market interests.

11. DISPUTE RESOLUTION PROCEDURES, AMENDMENTS TO THE CONTRACT AND OTHER CONDITIONS.

- 11.1 Disputes arising during the performance of the Agreement shall be resolved by the Parties by agreement or, if an agreement is not possible, the dispute shall be considered in court in accordance with the laws of the Republic of Latvia.
- 11.2 If any of the Parties changes its legal status or signatory powers, or address it must immediately, not later than within 2 (two) working days, notify the other Party in writing;
- 11.3 The contract has been drawn up in two copies. One is kept by the Client, one – by the Contractor;
- 11.4 All Appendixes to this Contract, as well as all amendments and additions made in writing and signed by both Parties within the framework of this Contract, shall be an integral part of this Contract.

12. TERMS AND CONDITIONS OF ENTRY INTO FORCE

- 13.1 The Contract shall enter into force upon signing and shall remain in force until the full fulfillment of the mutual obligations of the Parties.

13. CONTACTS

- 13.1. Client's contact: Ivo Īstenais, Salacgriva Port Authority; phone no.: +371 29262429; email: port@salacgrivaport.lv
- 13.2. Contractor's contact: _____ (name, surname, phone no., email)

14. APPENDIXES TO THE CONTRACT

- 14.1. Appendix No. 1 – The Financial Offer;
- 14.2. The Tenderer's tender for the procurement "Supply of floating navigation marks", procurement identification No. SOP 2021/07 ESTLAT177 (the documents shall not be physically attached to the Contract).

15. LEGAL ADDRESSES AND DETAILS OF THE PARTIES

	Client	Contractor
	Salacgriva Port Authority	
Registration No.	90000462446	

Address	Ostas street nr.6, Salacgriva, LV-4033	
Bank account	AS SEB bank,	
Bank code/SWIFT	IBAN UNLALV2X	
Bank Account No.	LV19UNLA0055000439943	
Authorized signatory	Salacgriva Port Director - Ivo Īstenais	
Signature		

Appendix No. 3 APPLICATION FOR PARTICIPATION IN THE PROCUREMENT

Salacgriva Port Authority

VAT No. 90000462446

Ostas street nr.6,

Salacgriva,, LV-4033

By submitting this application on behalf of the Tenderer I apply for participation in the Procurement “**Supply of floating navigation marks**”, procurement identification No. SOP 2021/07 ESTLAT177, consisting of:

1. This tender and Selection documents,
2. Financial Offer,

Name of the Tenderer _____

Registration No. _____

Bank _____

Bank account _____

Legal address _____

Contact _____

/name, surname, position, phone number, email address/

3. I hereby certify that we have fully got acquainted with all the procurement documents, including the technical specifications, amendments to documents, additional information provided by the Client, understand requirements of these documents, recognize them as legitimate, legal and binding on us, if we want to participate in the Procurement, we have no claims.
4. We certify that we have sufficient information on the conditions of delivery of the floating navigation marks that may affect the execution of order.
5. We are fully aware of our obligations and responsibilities.
6. I certify that the Tenderer has appropriate legal capacity to enter into a procurement contract in accordance with the requirements of the procurement technical specifications and other procurement documents, and that the tender has been prepared in accordance with the requirements of the procurement documentation, and undertakes to deliver floating navigation marks for:

Supply of floating navigation marks

Contractual amount, EUR _____, excluding VAT.

7. I certify that the information provided is complete and true.
8. We undertake to deliver floating navigation marks within the set deadlines.
9. By submitting this tender, we acknowledge and fully assume all risks and responsibility in connection with the submitted offer.
10. If our tender has the lowest price, we guarantee the fulfilment of contractual obligations of the procurement contract in the required amount, quality and time.
11. This Tenderer`s application is a part of our tender.
12. The validity period of the tender is 60 calendar days after the deadline for submission of the tender, but not longer than until the conclusion of the procurement contract.

/name, surname, signature, position of the person with the right to sign/

/place, date /

Appendix No. 4: LIST OF PERFORMED WORKS

Procurement “**Supply of floating navigation marks**”,
procurement identification No. SOP 2021/07 ESTLAT177

In the List of Performed Works the Tenderer shall specify information on the performed works attesting experience required in sub-clause 5.3 of the Regulations.

LIST OF WORKS PERFORMED BY THE TENDERER

No.	Client, Phone Number, e-mail	Delivered and installed navigation marks (indicate the name of the equipment, place and number of installation)	Equipment delivery and installation time (indicating year and month)

/name, surname, signature, position of the person with the right to sign/

/place, date /

Appendix No. 5: FINANCIAL OFFER
Procurement “Supply of floating navigation marks”,
procurement identification No. SOP 2021/07 ESTLAT177

FINANCIAL OFFER
“Supply of floating navigation marks”, identification No. SOP 2021/07 ESTLAT177

No .	Items	Lenght of navigation marks (m)	No. of items	Price per unit, EUR	Total, EUR
1	Polyethylene buoy VPC400/800 or VCP500/800 with buoy head MPV - LED Heavy duty ice buoy LED lantern Red with synchronization, or equivalent. ¹		1		
2	Polyethylene buoy VPC400/800 or VCP500/800 with buoy head MPV - LED Heavy duty ice buoy LED lantern Green with synchronization, or equivalent. ²		1		
3	Marine Spar buoy EJV 225 with buoy head M650H. Red with synchronization, or equivalent.		2		
4	Marine Spar buoy EJV 225 with buoy head M650H. Green with synchronization, or equivalent.		2		
5	Delivery to Salacgriva port authority		1		
				Total without VAT, EUR	
				VAT ...% ,EUR	
				Total EUR	

/name, surname, signature, position of the person with the right to sign/

/place, date /

¹ Specify the size of the proposed buoy

² Specify the size of the proposed buoy