

APPROVED  
State Joint Stock Company "RIGA INTERNATIONAL AIRPORT"  
Standing Procurement Committee  
Meeting of 25 June 2019  
(Minutes No. 1)

**State Joint Stock Company "RIGA INTERNATIONAL AIRPORT"**  
**OPEN TENDER PROCEDURE**  
**"Removal of Aerodrome Markings"**  
(Identification No. AK-19/86)

**TERMS OF REFERENCE**

**1. TERMS USED IN THE TERMS OF REFERENCE**

- 1.1. The following terms are used in the Terms of Reference (hereinafter referred to as – "the Terms of Reference") of the open tender procedure "Removal of Aerodrome Marking":
  - 1.1.1. **Committee:** Procurement Committee of State Joint Stock Company "Riga International Airport" authorised to organise the open tender procedure;
  - 1.1.2. **Tender:** open tender procedure "Removal of Aerodrome Marking" (identification No.AK-19/161);
  - 1.1.3. **Client:** State Joint Stock Company RIGA INTERNATIONAL AIRPORT, Reg. No. 40003028055, legal address - Lidosta "Rīga" 10/1, Lidosta "Rīga", Mārupes novads, Latvia, LV-1053, website: <http://www.riga-airport.com>;
  - 1.1.4. **Applicant:** a supplier submitting a tender proposal;
  - 1.1.5. **Supplier:** a natural person or legal entity, a contracting authority, a public service provider, or an association of such persons in any combination offering to carry out works, supply goods or provide services accordingly;
  - 1.1.6. **LPPSP:** Law on the Procurement of Public Service Providers.

**2. GENERAL PROVISIONS**

- 2.1. The method of the procurement is an open tender.
- 2.2. A brief description of the procurement subject: removal of aerodrome marking in accordance with the requirements of the Technical Specification (Work Task) (Annex 2) and the Terms of Reference, as well as the provisions of the procurement contract (draft in Annex 8).
- 2.3. Procurement nomenclature CPV code: 45442190-5 (Paint-stripping work); 44811000-8 (Road paint).
- 2.4. The place of contract performance: SJSC "Riga International Airport" , Lidosta "Rīga" 10/1, Lidosta "Rīga", Mārupes novads, Latvia, LV-1053.
- 2.5. The estimated Procurement Contract duration: until full performance of the contract by the Parties. The deadline for the completion of the procurement subject: 36 (thirty-six) months from the date of entry into force of the procurement contract or until the procurement contract amount is acquired, whichever comes first.

- 2.6. It is not allowed for the Applicant to submit several variants of the proposal. The Applicant shall submit a tender proposal for the entire scope of the procurement subject.
- 2.7. The tender proposal submitted shall be valid and binding on the Applicant for the following term (whichever is shorter):
  - 2.7.1. 6 (six) months from the deadline for submission of tender proposals (Article 3.1.1 of the Terms of Reference);
  - 2.7.2. if the Committee awards the Applicant the procurement contract - until the date of conclusion of the procurement contract.
- 2.8. Submission of a tender proposal is a manifestation of the Applicant's free will; therefore, regardless of the outcome of the Tender, the Client shall not be held liable for the costs incurred by the Applicant in the course of preparation and submission of its tender proposal.
- 2.9. For organisational information about the Tender contact: Vita Meimere, Legal Officer of the Client's Procurement Unit, Legal Department, tel.: +371 67207919, e-mail: [vita.meimere@riga-airport.com](mailto:vita.meimere@riga-airport.com).
- 2.10. If the Supplier has timely requested additional information on the requirements provided for in the Terms of Reference, the Client will within 5 (five) working days, but not later than 6 (six) calendar days prior to the submission deadline of tender proposals provide answers to the Applicant's questions. The answers will be published on the Client's website: <http://www.riga-airport.com>. The additional information will also be sent to the enquirer electronically to the enquirer's e-mail address (attaching a scanned document to the e-mail message) or by mail.
- 2.11. The Client will publish the Terms of Reference, any amendments thereof, answers to the questions of Suppliers on the Client's website: <http://www.riga-airport.com>. The Client shall not be held liable for the tender proposals inadequately drawn up by the Applicants, should the Applicant fail to take into account the amendments, answers and updates regarding the requirements provided for in the Terms of Reference published on the Client's website: <http://www.riga-airport.com>.
- 2.12. The Client will publish a call for tenders on its website: <http://riga-airport.com>, in the newspaper "Dienas Bizness" and in the Publication Management System of the Procurement Monitoring Bureau.

### **3. PROPOSAL**

- 3.1. **LOCATION, DATE, TIME AND PROCEDURE FOR SUBMISSION AND OPENING OF TENDER PROPOSALS**
  - 3.1.1. The proposal shall be submitted by **18 July 2019, 10:00** at the Head Office of SJSC "RIGA INTERNATIONAL AIRPORT", Legal Department Procurement Unit (room 609), at working hours: 8:00-12:00, 13:00-16:30; on Fridays 8:00-12:00, 13:00-15:30. Upon receipt of a tender proposal the Procurement Unit will register the date, time of submission, the Applicant's name, registration number.
  - 3.1.2. Tender proposals may be submitted in person or sent by post. The tender proposals sent by post shall be delivered before the date and to the location indicated in Article 3.1.1 herein. The Applicant personally assumes the risk of late delivery. If the tender proposal is submitted in person, the Applicant's representative shall present a personal identification document (for the receipt of the Airport pass): **passport or identity card (electronic identification card (eID))**.
  - 3.1.3. If a tender proposal is submitted after the specified closing time of submission (Article 3.1.1 herein), or if a tender proposal is not arranged in such a way that it cannot

be viewed before the official opening of the proposals, the tender proposal will be registered and returned to the Applicant's representative or sent back to the Applicant by post unopened (in the same condition as received).

- 3.1.4. The tender proposals will be opened in the Client' conference room on Floor 4 of the Head Office at the time specified in Article 3.1.1 herein.
- 3.1.5. The tender proposals will be opened in the order of their submission. The Committee will open the tender proposal and the chairman will read the main data from the documentation with the inscription "Original": the date of submission of the tender proposal, the name of the Applicant, registration number and the total quoted contract price. The head of the meeting/Committee will sign the original of the financial proposal.
- 3.1.6. At the Applicant's request, the Committee within 3 (three) working days from the date of receipt of the request will send the Applicant a copy of the minutes of the meeting for opening of the tender proposals.
- 3.1.7. The Applicant may amend and supplement the submitted tender proposal only before the closing time of submission of the tender proposals. If amendments or supplements are submitted after the specified closing time of submission, or if they are not arranged in such a way that it cannot be viewed before the official opening of the proposals, they will be registered and sent back to the Applicant by post unopened (in the same condition as received).
- 3.1.8. The Committee will open the tender proposals in an open meeting, whereas examination of the proposals will be performed by the Committee in closed meetings. Persons willing to participate in the application opening meeting will need to present a personal identification document (passport or ID card).

## **3.2. ARRANGEMENT OF PROPOSALS**

- 3.2.1. All the documents shall be submitted on paper in Latvian or English and arranged in accordance with the requirements of RL Cabinet Regulation No. 558 of 4 September 2018 "The Procedure for the Elaboration and Execution of Documents". Documents submitted in other languages shall be supplied with the Latvian or English translation, certified in accordance with RL Cabinet Regulation No. 291 of 22 August 2000 "Procedures for the Certification of Document Translations in the Official Language".
- 3.2.2. The proposal documentation and its copies shall be submitted in one envelope:
  - 3.2.2.1. The Applicant shall ensure the safe, opaque packaging of the tender proposal and its copies so that the information contained in the tender proposal is not available until the moment of opening of the proposals without damaging the packaging;
  - 3.2.2.2. The pages shall be numbered;
  - 3.2.2.3. All the proposal documents shall be stitched through and sewn together with a strong thread or rope. The thread or rope shall be secured with a sticker. The stitching shall be certified with the Applicant's seal (if possessed) and the Applicant's signatory's personal signature; the number of pages shall also be indicated. The proposal shall be arranged in such a way that its pages cannot be replaced without breaking the stitching;
  - 3.2.2.4. The tender documents shall be clearly legible, without any corrections or deletions;
  - 3.2.2.5. At the beginning of the proposal, there shall be a table of contents. If a tender proposal is submitted in several volumes, a table of contents shall be drawn up

for each volume separately; in the table of contents of the first volume the total number of volumes and the number of pages in each volume shall be indicated. The number of pages in one volume shall not exceed 300.

- 3.2.3. The Applicant shall submit one original counterpart and one digital copy (an external data carrier). The electronic copy shall not contain any computer viruses or other harmful software or generators of such viruses.
- 3.2.4. The tender documents shall be arranged in the following order:
  - 3.2.4.1. Table of Contents;
  - 3.2.4.2. Application;
  - 3.2.4.3. Partnership contract and/or agreement, protocol on co-operation - if the tender proposal is submitted by an association of suppliers or a partnership;
  - 3.2.4.4. Selection documents;
  - 3.2.4.5. Technical proposal;
  - 3.2.4.6. Financial proposal.
- 3.2.5. If the proposal is submitted by an association of persons or a partnership, in addition, a contract/agreement, minutes or another document signed by all the persons included in the association of suppliers or a partnership of suppliers shall be submitted, indicating each person's scope of responsibility and the distribution of roles (which participant of the association of suppliers or a partnership of suppliers is authorised to represent the association of suppliers or a partnership of suppliers in submission of the proposal and signing of the procurement contract, as well as what share of the procurement contract will be taken by each participant of the association of suppliers or the partnership of suppliers).
- 3.2.6. The original copy of the proposal and statements shall be signed by the Applicant's signatory or his/her authorised person. If the Applicant is an association of suppliers, the original copy of the application and statements shall be signed by the signatory of each person included in the association or his/her authorised person.
- 3.2.7. On the envelope the following shall be indicated:
  - 3.2.7.1. For the open tender "Removal of Aerodrome Markings" (identification No. AK-19/86);
  - 3.2.7.2. **Do not open before 18 July 2019, 10:00**
  - 3.2.7.3. Applicant's name, registration number and registered address.
- 3.2.8. Additions, corrections or revocation of the tender proposal shall be submitted at the Head Office of Riga International Airport, Procurement Unit (Room 609, floor 6) in person or sending them before the deadline specified in Article 3.1.1 herein in a closed and sealed (if the Applicant has a seal) envelope (by courier service or postal service). The information referred to in Article 3.2.7 and a remark "ADDITIONS", "CORRECTIONS", "REVOCATION" shall be specified on the envelope.
- 3.2.9. Revocation shall have unconditional character, and it shall exclude the Applicant from further participation in the Tender procedure.
- 3.2.10. By sending the proposal by post (incl. courier service), the Applicant assumes responsibility for the Client receiving the proposal at the place indicated in Clause 3.1.1 herein by the date and time specified in the above Article.
- 3.2.11. Should any discrepancies be found between the original and the copies of the tender proposal submitted by the Applicant, the original of the tender proposal shall prevail.

#### 4. APPLICANT SELECTION REQUIREMENTS

4.1. The criteria for qualification of Applicants shall be mandatory for all the Applicants who are willing to sign the procurement contract.

4.2. The Applicant shall conform to the following qualification criteria and submit the following documents:

<b>NON-ELIGIBILITY OF EXCLUSION CONDITIONS</b>			
	<b>Exclusion condition, according to which the Applicant shall be excluded from the participation in the Tender</b>	<b>Documents proving non-eligibility of the exclusion conditions of a person registered or permanently residing in the Republic of Latvia</b>	<b>Documents proving non-eligibility of the exclusion conditions of a person registered or permanently residing in a foreign country</b>
4.2.1.	It is found that on the last day for the submission of tender proposals or on the day when the decision is made on possible awarding of the procurement contract, the Applicant in Latvia or in the country of its registration or permanent residence has a tax debt (including obligatory social security payment liabilities), in total exceeding EUR 150 (one hundred and fifty euros) in any of the countries.	Documents do not need to be submitted. The Client will check non-eligibility of this exclusion condition in the State Revenue Service public tax debtors database on the last data update date.	Is entitled to add a statement issued by the respective foreign competent authority.
4.2.2.	The Applicant is declared insolvent, its economic activities are suspended, or the Applicant is in the process of liquidation.	Documents do not need to be submitted. The Client will check non-eligibility of this exclusion condition in the Register of Enterprises and the State Revenue Service public databases.	Is entitled to add a statement issued by the respective foreign competent authority.
4.2.3.	The person who has drawn up the Tender documents (Client's official or employee), a member of the Committee or an expert is related to the Applicant in the meaning of Section 30, Paragraph one or two of the LPPSP or has interest in the selection of any Applicant, and the Client has no possibilities to remedy the situation with measures that are less restrictive to the Applicant.	If the Applicant has information that it is related to the person who has drawn up the Tender documents (Client's official or employee), member of the Committee or an expert in the meaning of Section 30, Paragraph one or two of the LPPSP, it shall be specified in the application.	If the Applicant has information that it is related to the person who has drawn up the Tender documents (Client's official or employee), member of the Committee or an expert in the meaning of Section 30, Paragraph one or two of the LPPSP, it shall be specified in the application.

4.2.4.	The Applicant has anti-competitive advantage in the Tender, because it has been involved in or a legal person associated with it has been involved in the preparation of the Terms of Reference in accordance with Section 22, Paragraph three of the LPPSP, and it cannot be eliminated with less restrictive measures, and the Applicant cannot prove that its participation or participation of the legal person associated with it in the preparation of the Terms of Reference does not restrict competition and does not infringe the principle of non-discrimination and transparency.	In its application the Applicant shall specify if it or a legal person associated with it has been involved in the preparation of the Terms of Reference in accordance with Section 22, Paragraph three of the LPPSP and provide evidence that there are no circumstances that would give advantage to this Applicant in the Tender procedure, thereby restricting competition and infringing the principle of non-discrimination and transparency.	In its application the Applicant shall specify if it or a legal person associated with it has been involved in the preparation of the Terms of Reference in accordance with Section 22, Paragraph three of the LPPSP and provide evidence that there are no circumstances that would give advantage to this Applicant in the Tender procedure, thereby restricting competition and infringing the principle of non-discrimination and transparency.
4.2.5.	The Applicant has provided false information in order to demonstrate compliance with the exclusion conditions or qualification requirements referred to in this Article, or has not provided the requested information.	Documents do not need to be submitted. The Client will check non-eligibility of this exclusion condition in the course of evaluation of the proposal.	Documents do not need to be submitted. The Client will check non-eligibility of this exclusion condition in the course of evaluation of the proposal.
4.2.6.	The Applicant is subject to the restrictions set forth in Section 11 <sup>1</sup> , Paragraphs one and two of the Law on International Sanctions and National Sanctions of the Republic of Latvia.	<p>A valid reference of the Register of Enterprises of the Republic of Latvia on the Applicant's officials.</p> <p>The Client will check non-eligibility of this exclusion condition on the websites:</p> <p>1) <a href="http://sankcijas.kd.gov.lv/">http://sankcijas.kd.gov.lv/</a>  2) <a href="https://www.sanctionsmap.eu/#/main">https://www.sanctionsmap.eu/#/main</a>  3) <a href="https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/consolidated.aspx">https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/consolidated.aspx</a></p>	<p>1. A certificate issued by the relevant state institution regarding the composition of the board/council.</p> <p>2. A certificate that the information is still up to date.</p> <p>The Client will check non-eligibility of this exclusion condition on the websites:</p> <p>1) <a href="http://sankcijas.kd.gov.lv/">http://sankcijas.kd.gov.lv/</a>  2) <a href="https://www.sanctionsmap.eu/#/main">https://www.sanctionsmap.eu/#/main</a>  3) <a href="https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/consolidated.aspx">https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/consolidated.aspx</a></p>
4.2.7.	The conditions referred to in Article 4.2.1, 4.2.2, 4.2.3, 4.2.4,	See Articles 4.2.1 – 4.2.6.	See Articles 4.2.1 – 4.2.6.

	4.2.5 or 4.2.6 herein apply to a member of the association of suppliers (if the Applicant is an association of suppliers) or a member of the partnership (if the Applicant is a partnership).		
4.2.8.	The conditions referred to in Article 4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.4 or 4.2.6 herein apply to a person, on whose potential the Applicant relies to confirm the compliance of its qualifications with the requirements set out in the Terms of Reference.	See Articles 4.2.1 – 4.2.6.	See Articles 4.2.1 – 4.2.6.
4.2.9.	The conditions referred to in Article 4.2.6 apply to Applicant's subcontractor, if the value of the construction work to be performed or services to be rendered by this subcontractor is at least 10 percent of the total value of the procurement contract.	See Article 4.2.6.	See Article 4.2.6.

**QUALIFICATION REQUIREMENTS**

	<b>Qualification requirement</b>	<b>Documents to be submitted by a person registered or permanently residing in the Republic of Latvia</b>	<b>Documents to be submitted by a person registered or permanently residing in a foreign country</b>
4.2.10.	The Applicant, a member of a partnership (if the Applicant is a partnership), a member of the association of suppliers (if the Applicant is an association of suppliers) and/or a person (subcontractor) specified by the Applicant, on whose potential the Applicant relies to confirm the compliance of its qualifications with the requirements set out in the Terms of Reference, has been registered in the procedure provided for in laws and regulations;	The Client will check on the website of the Register of Enterprises of the Republic of Latvia that the Applicant, a member of a partnership (if the Applicant is a partnership), a member of the association of suppliers (if the Applicant is an association of suppliers) and/or a person (subcontractor) specified by the Applicant, on whose potential the Applicant relies to confirm the compliance of its qualifications with the requirements set out in the Terms of Reference, has	Foreign Applicants shall submit a document issued by the respective competent authority of the foreign state stating that the Applicant, a member of a partnership (if the Applicant is a partnership) a member of the association of suppliers (if the Applicant is an association of suppliers) and/or a person (subcontractor) specified by the Applicant, on whose potential the Applicant relies to confirm the compliance of its qualifications with the requirements set out in the

		been registered in the procedure provided for in laws and regulations.	<p>Terms of Reference, has been registered in the procedure provided for in laws and regulations;</p> <p>If the regulatory framework of the country of registration does not provide for the issuance of the registration certificate, the application shall contain the registration number, the registration time as well as the name of the competent authority of the country of registration, which, if necessary, can confirm the fact of registration.</p>
4.2.11.	The Applicant's official who has signed the tender proposal documents has signatory (representation) rights;	<ol style="list-style-type: none"> <li>1. A valid reference of the Register of Enterprises of the Republic of Latvia on the Applicant's signatories.</li> <li>2. A power of attorney issued to another person to sign the proposal and the contract, should this person be appointed to sign the documents.</li> </ol>	<ol style="list-style-type: none"> <li>1. A reference issued by a competent public authority of the country of registration, if that country's legislation provides for a public register of such data on the Applicant's signatories (with representation rights).</li> <li>2. A power of attorney issued to another person to sign the proposal and the contract, should this person be appointed to sign the documents.</li> </ol>
4.2.12.	<p>During the previous 3 (three) years (2016, 2017, 2018 and 2019 until the submission of the tender proposal), the Applicant has performed removal of paint or other materials marked on asphalt or concrete pavements from a surface with vehicle movement, using wet sand jets or high pressure water jets with a total area of at least 200 m2 for at least to 1 (one) customer.</p> <p>If the Applicant is an association of suppliers, the members of the association shall comply with this requirement either jointly or individually.</p>	<p>A brief description of the Applicant's previous activity (experience), confirming its previous experience by filling in the Statement of Experience Form.</p> <p>(Annex 4 to the Terms of Reference).</p>	<p>A brief description of the Applicant's previous activity (experience), confirming its previous experience by filling in the Statement of Experience Form.</p> <p>(Annex 4 to the Terms of Reference).</p>



	If the Applicant relies on subcontractor potential, the Applicant either jointly or individually with the subcontractors shall comply with this requirement.		
4.2.13.	The Applicant shall have at least 2 (two) qualified and trained specialists capable of performing the works specified in the Technical Specification (Work Task), their control and supervision.	Statements of the Applicant's specialists (work supervisors) that their experience and qualifications are appropriate to perform the tasks specified in the Technical Specification (Work Task), and their control, and in the case of awarding the contract they agree to participate in the performance of the contract. <b>(Annex 3 to the Terms of Reference).</b>	Statements of the Applicant's specialists (work supervisors) that their experience and qualifications are appropriate to perform the tasks specified in the Technical Specification (Work Task) and in the case of awarding the contract they agree to participate in the performance of the contract. <b>(Annex 3 to the Terms of Reference).</b>

4.3. Statements and other documents for the verification of the exclusion conditions, which in the cases provided for in the Terms of Reference are issued by the competent institutions of the Republic of Latvia, will be accepted and recognised by the Client on the condition that they are issued not earlier than one month before the date of submission; statements and other documents issued by foreign competent authorities will be accepted and recognised by the Client on the condition that they are issued not earlier than six months before the date of submission, where the authority issuing the statement or document has not specified a shorter period of its validity.

4.4. The Client will accept the European Single Procurement Document as the initial evidence of compliance with the selection requirements set out in the Terms of Reference. The Applicant shall submit a separate European Single Procurement Document on each subcontractor, on whose potential the Applicant relies to confirm its compliance with the selection requirements set out in the contract notice or the Terms of Reference, and on each subcontractor, if the value of the construction works to be performed by this subcontractor is at least 10 percent of the total value of the procurement contract. An association of suppliers shall submit a separate European Single Procurement Document on its each of its member.

The Applicant may submit to the Client the European Single Procurement Document that has been submitted in another procurement procedure if the Applicant certifies that the information contained in the document is accurate.

The Client at any stage of the Tender has the right to request that the Applicant provides all or part of the documents confirming the compliance with the selection requirements set out in the Terms of Reference. The Client will not request such documents or information that is in its possession or is available in the public databases.

The European Single Procurement Document is available on the following website: <https://ec.europa.eu/tools/espd?lang=lv>. Applicants shall print out the completed European Single Procurement Document and add it to the qualification documents, indicating the link to it.

4.5. The Client will request that a person, on whose potential the Applicant relies to confirm the compliance of its qualifications with the requirements set out in the Terms of Reference is replaced, if it complies with the exclusion condition defined in Article 4.2.1, 4.2.2, 4.2.3, 4.2.4 or 4.2.6 herein. If the Applicant within 10 (ten) working days from the

day of issuing or sending the request fails to submit the documents on a new person (compliant with the requirements of the Terms of Reference), on whose potential the Applicant relies to confirm the compliance of its qualifications with the requirements set out in the Terms of Reference, the Client will exclude the Applicant from further participation in the Tender procedure.

- 4.6. The Client will request that the Applicant replaces a subcontractor, if the value of the construction work to be performed or services to be rendered by this subcontractor is at least 10 percent of the total value of the procurement contract, and it complies with the case of exclusion provided for in Article 4.2.6 herein. If the Applicant within 10 (ten) working days from the day of issuing or sending the request fails to submit the documents on a new subcontractor, the Client will exclude the Applicant from further participation in the Tender procedure.
- 4.7. To check whether the exclusion conditions referred to in Articles 4.2.1-4.2.5 herein do not apply to the Applicant registered or permanently residing in a foreign country, or to a person registered or permanently residing in a foreign country referred to in Article 4.2.7 or 4.2.8 of the Terms of Reference, the Client will request that the Applicant submits a statement issued by the respective competent authority testifying that the cases referred to in Articles 4.2.1-4.2.5 of the Terms of Reference do not apply to the respective person. The deadline for the submission of the statement shall be no shorter than 10 (ten) working days from the day of issuing or sending the request. If the Applicant concerned fails to submit the said statement by the set deadline, the Client will exclude the Applicant from further participation in the Tender procedure.
- 4.8. Evaluation of the evidence submitted for ensuring credibility:
  - 4.8.1. The Applicant (a member of the association of suppliers, if the Applicant is an association of suppliers; a partnership or a member of partnership, if the Applicant is a partnership) shall specify in its proposal, if it complies with the case of exclusion referred to in Article 4.2.2, 4.2.3 or 4.2.4 of the Terms of Reference;
  - 4.8.2. If the Applicant (a member of the association of suppliers, if the Applicant is an association of suppliers; a partnership or a member of partnership, if the Applicant is a partnership), who in accordance with the requirements set out in the Tender documents and the selection criterion set out herein should be granted the contract, complies with the case of exclusion referred to in Articles 4.2.2, 4.2.3 or 4.2.4 herein, the Committee will ask it to submit an explanation and evidence of compensation of the damage caused or an agreement concluded for the compensation of the damage caused, cooperation with the investigating authorities and technical, organisational or staff management measures taken to prove its credibility and prevent the same or similar cases from occurring in the future.
  - 4.8.3. If the Applicant fails to provide the explanation and evidence referred to in Article 4.8.2 herein, the Committee will exclude the respective Applicant from the participation in the procurement procedure as compliant with the case of exclusion referred to in Article 4.2.2, 4.2.3 or 4.2.4 herein.
  - 4.8.4. The Committee will assess the measures taken by the Applicant (a member of the association of suppliers, if the Applicant is an association of suppliers; a partnership or a member of the partnership, if the Applicant is a partnership) and evidence thereof, taking into account the gravity of the offence or breach and the particular circumstances. The Committee may request the competent authorities in the field of the respective offence or breach to provide their opinion on the

sufficiency of the measures taken by the Applicant to restore its credibility and prevent the same or similar cases from occurring in the future.

- 4.8.5. If the Committee finds the measures taken by the Applicant to be sufficient to restore its credibility and prevent the same or similar cases from occurring in the future, it will decide not to exclude the Applicant from participation in the Tender. If the measures taken are not sufficient, the Committee will decide to exclude the Applicant from further participation in the Tender.
- 4.9. If the Committee finds that according to the information available in the State Revenue Service public tax debtors database on the last data update date, the Applicant or the person referred to in Article 4.2.7 or 4.2.8 herein on the last day for the submission of the tender proposals or on the day when the decision is made on possible awarding of the procurement contract has a tax debt (including obligatory social security payment liabilities) in total exceeding 150 euros, the Committee will set a deadline - 10 days from the day of issuing or sending the information for submitting a statement that the Applicant on the last day for the submission of the tender proposals or on the day when the decision was made on possible awarding of the procurement contract had no tax debt (including obligatory social security payment liabilities) in total exceeding 150 euros. If the Applicant concerned fails to submit the said statement by the set deadline, the Client will exclude the Applicant from further participation in the Tender procedure.
- 4.10. To prove that the person referred to in Article 4.2.7 or 4.2.8 herein had no tax debt (including obligatory social security payment liabilities) in total exceeding 150 euros in Latvia, the Applicant shall by the deadline referred to in Article 4.9 herein submit the following:
  - 4.10.1. A printout from the State Revenue Service's electronic declaration system certified by the respective person or its representative or a reference issued by the State Revenue Service proving that this person had no tax debt (including obligatory social security payment liabilities);
  - 4.10.2. A copy of the decision of the State Revenue Service on the extension of the deadline for paying taxes or postponing payment of taxes, or a copy of an agreement with the State Revenue Service on payment of the tax debt or other objective evidence of the absence of tax debts.

## **5. TECHNICAL PROPOSAL**

- 5.1. The technical proposal shall be drawn up in accordance with the Technical Specification (Annex 2 to the Terms of Reference).
- 5.2. The following information shall be included in the technical proposal:
  - 5.2.1. Information on the equipment to be used for the works. If there are several units of equipment, information on all equipment that may be used to perform the works shall be provided;
  - 5.2.2. A description of the technology to be used and the technical characteristics of the equipment used;
  - 5.2.3. Other information that the Applicant deems necessary to indicate.
- 5.3. Given that in case of conclusion of the procurement contract the Applicant will have to stay in the enhanced control area and the Applicant's staff members will have to receive appropriate access passes, the Applicant shall employ persons without a criminal record. The successful Applicant, after the conclusion of the procurement contract will have to submit a certificate on the employees' criminal record in the country of domicile, as well as in other countries where they have resided for more than 6 months, as well as carry out security checks on whether the Applicant's employees in the country of their residence are not under the supervision of institutions of psychiatry and drug addiction.

5.4. The Applicant shall provide information on staff members who will need long-term passes to enter the Airport's airside area. The Client will for a fee provide the necessary passes to the Applicant's staff members and the related training in accordance with the price list in Annex 9 to the Terms of Reference.

## **6. FINANCIAL PROPOSAL**

6.1. The Applicant shall draw up the financial proposal according to Annex 5 to the Terms of Reference. The financial proposal shall include transaction costs in EUR, excluding VAT.

6.2. The Applicant shall include in its proposal all charges related to the performance of the procurement contract, incl. costs of Airport passes, based on this invitation and its annexes.

6.3. The proposal shall include all taxes and dues and other charges, except Value Added Tax (before and hereinafter - VAT).

6.4. The prices quoted by the Applicant shall be fixed for the entire Procurement Contract execution term and they may not be subject to any subsequent recalculations, except as provided for in the Terms of Reference and/or Procurement Contract.

6.5. The Client may request the Applicant to provide a more detailed price formation mechanism.

6.6. The quoted prices and the total contract price shall be rounded to 2 (two) digits behind the decimal point.

6.7. The Financial Proposal Form shall not be changed or supplemented; the specified columns shall not be deleted.

## **7. SUBCONTRACTORS, PERSONS ON WHOSE POTENTIAL THE APPLICANT RELIES, STAFF, THEIR ENGAGEMENT AND REPLACEMENT**

7.1. In the event of engagement of subcontractors, the Applicant shall indicate all such subcontractors and the parts of the Contract, types of work entrusted to them in percent (Annex 6 to the Terms of Reference). In addition to the proposal documents, the Applicant shall also attach statements signed by the engaged subcontractors containing their agreement and commitment to fulfil their share of the procurement contract in accordance with the form in Annex 7.

7.2. If the Applicant intends to engage a person, on whose potential the Applicant relies to prove the compliance of its qualifications with the requirements of the Terms of Reference, the Applicant shall submit information on the specified share or role assigned to such persons and the scope thereof (Annex 6 to the Terms of Reference), as well as a statement signed by the person, on whose potential the Applicant relies to prove the compliance of its qualifications with the requirements of the Terms of Reference, regarding agreement to fulfil the specified part of the procurement contract (Annex 7 to the Terms of Reference) or an agreement, contract or other document on the distribution of roles in the performance of the procurement contract.

7.3. The subcontractors, persons, on whose potential the Applicant relies to prove the compliance of its qualifications with the requirements of the Terms of Reference, staff specified in the proposal, shall be engaged by the Applicant in the performance of the Procurement contract in accordance with the distribution of the parts of the procurement contract or roles specified in the tender proposal.

7.4. The Applicant who is awarded the procurement contract shall not be entitled without the consent of the Client to replace the specified staff and subcontractors or engage additional

subcontractors for the performance of the Contract. The Client may request the staff's and subcontractors' views on the reasons for their replacement.

- 7.5. Replacement of the staff specified in the proposal is allowed only in accordance with the procedure and in the cases specified in the procurement contract. The Client will not agree to the replacement of the staff specified in the proposal in the cases provided for in the procurement contract and Article 7.6 of the Terms of Reference, as well as in the cases when the proposed staff do not comply with the requirements for the staff set out in the Terms of Reference or they do not have at least the same qualification as the staff that were assessed in determining the most economically advantageous tender proposal.
- 7.6. The Client will not agree to the replacement of the subcontractors specified in the tender proposal, if there is any of the following conditions:
  - 7.6.1. The proposed subcontractor does not comply with any of the requirements for subcontractors set out in the Terms of Reference;
  - 7.6.2. Such subcontractor is replaced on whose potential the Applicant has relied to certify that its qualifications comply with the Terms of Reference, and the proposed subcontractor does not have at least the same qualification as the successful Applicant has referred to in proving its compliance with the Terms of Reference, or it complies with the exclusion conditions referred to in Articles 4.2.1-4.2.6 of the Terms of Reference;
  - 7.6.3. A subcontractor whose value of Works accounts for at least 10 percent of the total value of the construction work to be performed or services rendered is replaced with another subcontractor complies with the conditions for exclusion referred to in Article 4.2.6 of the Terms of Reference;
  - 7.6.4. Subcontractor replacement would lead to such changes to the Applicant's proposal, which, if initially had been included therein would have affected the selection of the proposal in accordance with the tender proposal evaluation criteria set out in the Terms of Reference.
- 7.7. The Client will not agree to the engagement of a new subcontractor, where such changes if they had been made in the original tender proposal, would have affected the selection in accordance with the selection criteria set out in the Tender documents.
- 7.8. The Client will accept the replacement of a subcontractor specified in the proposal, if the conditions of Article 7.6 do not apply to the new subcontractor, in the following cases:
  - 7.8.1. The subcontractor specified in the proposal has in writing refused to participate in the performance of the procurement contract;
  - 7.8.2. The proposed subcontractor on whose potential the Applicant relies to confirm the compliance of its qualification with the requirements specified in the Terms of Reference complies with the exclusion conditions referred to in Articles 4.2.1-4.2.6 herein;
  - 7.8.3. The proposed subcontractor whose value of construction works to be performed or services to be rendered accounts for at least 10 percent of the total value of the procurement contract, complies with the condition for exclusion referred to in Article 4.2.6 of the Terms of Reference.
- 7.9. The Client will make a decision to agree to or refuse replacement of staff or subcontractors of the Applicant who has been awarded the Contract or engagement of new subcontractors in the performance of the procurement contract as soon as possible, but no later than within 5 (five) working days after all the information and documents required for making the decision are received.

- 7.10. The successful Applicant is responsible that the conditions for the replacement of staff or subcontractors or engagement of new subcontractors in the performance of the procurement contract are also complied with by its subcontractors.
- 7.11. If the Client in the course of performance of the procurement contract finds that the successful Applicant (its subcontractor) has violated the conditions of the Terms of Reference and/or procurement contract regarding replacement of the engaged staff or subcontractors or engagement of new subcontractors in the performance of the procurement contract, the Client is entitled to apply penalties provided for in the procurement contract or each such case in accordance with the procedure set out in the procurement contract.

## **8. ASSESSMENT OF THE ARRANGEMENT AND VALIDITY TERM OF TENDER PROPOSALS**

- 8.1. The Committee will inspect the arrangement of the tender proposals submitted by the Applicants and their validity term. In the event of drawbacks found in the arrangement of the tender proposal, the Committee will assess their materiality and decide on further consideration of the tender proposal. The Committee is entitled not to consider a proposal, if it finds that:
- 8.1.1. The tender proposal is not signed;
  - 8.1.2. The tender proposal has such arrangement non-compliances that have a significant effect on the assessment of the tender proposal;
  - 8.1.3. The validity term of the tender proposal does not correspond to the one specified in Article 2.7 herein;
  - 8.1.4. The Applicant has submitted several versions of the tender proposal in breach of Article 2.6 herein.

## **9. VERIFICATION OF APPLICANT SELECTION REQUIREMENTS**

- 9.1. The Committee will assess the compliance of the Applicant's tender proposals with Article 4.2 herein.
- 9.2. The Applicant will be excluded from the participation in the Tender procedure, if it does not comply with the qualification requirement referred to in Article 4.2 herein or the Applicant complies with any of the exclusion conditions.
- 9.3. The Committee will perform the examination of the exclusion conditions only for the Applicant who, in accordance with the Terms of Reference, should be awarded the contract.

## **10. ASSESSMENT OF THE TECHNICAL PROPOSAL**

- 10.1. The Committee will assess the compliance of the Applicant's technical proposal with the requirements set out in Article 5 of the Terms of Reference and the Technical Specification.
- 10.2. The Applicant's tender proposal will be excluded from further participation in the Tender procedure if the Committee finds that the documents of the technical proposal have not been submitted or such documents or their content do not comply with the requirements of the Terms of Reference and/or the Technical Specification.

## **11. ASSESSMENT OF THE FINANCIAL PROPOSAL**

- 11.1. The Committee will evaluate the submitted financial proposals, by comparing the total amount (excluding VAT) specified in the Applicants' financial proposals.
- 11.2. An unreasonably cheap proposal:

11.2.1. The Committee will check if the Applicant has not quoted an unreasonably low price. If the Committee finds a proposal to be unreasonably cheap, it will request the Applicant in writing to explain in detail the relevant conditions for the implementation of the proposal.

11.2.2. The Committee, in consultation with the Applicant will evaluate the explanations provided. The Committee has the right to require that the Applicant provides a printout from the State Revenue Service's electronic declaration system on the average hourly rates of occupational groups of the Applicant and the subcontractors specified in its proposal, if the State Revenue Service collects such data.

11.2.3. The Committee will reject a proposal as unreasonably cheap, if the explanations provided do not justify the Applicant's proposed low price or costs, or where the price or costs do not include costs related to the compliance with the requirements of the environmental, social and labour law and occupational safety laws and regulations and collective agreements.

11.3. The Committee will check for arithmetic errors in the Applicants' proposals. If any arithmetic errors are found, the Committee will correct them. In case of error correction, the Committee will notify the Applicant whose errors have been corrected, also informing the Applicant about the corrected amount.

11.4. In assessment of the financial proposal with arithmetical errors, the Committee will take into account the corrections.

## **12. SELECTION OF THE APPLICANT AND SIGNING OF THE PROCUREMENT CONTRACT**

12.1. The selection criterion is the most economically advantageous tender proposal, which will be selected taking into account the assessed quoted price for the removal of aerodrome markings during daytime and at night. Each item (separately) is assigned a certain score calculated by a set formula. As a result, the most economically advantageous tender proposal is determined by counting the points earned on both items. The maximum score of the financial proposal is 100 points.

12.2. The tender proposal compliant with the requirements of the Terms of Reference with the largest score acquired applying the said formula will be selected as the most economically advantageous tender proposal.

<b>No.</b>	<b>Criterion</b>	<b>Designation</b>	<b>Maximum score</b>
1	Removal of aerodrome markings during daytime	P1	90
2	Removal of aerodrome markings at night	P2	10

12.3. The proposal with the lowest price for the removal of aerodrome markings during daytime will be awarded a maximum score of 90 points. The score of the other Applicants for their financial proposal will be calculated according to the following formula (rounded to two decimal places):

$$90 * ( C_{min} / C ) = P1, \text{ where}$$

90 - maximum score;

C<sub>min</sub> – the lowest price quoted;

C – current proposal to be assessed;

**P1** – the number of points of the respective proposal.

12.4. The proposal with the lowest price for the removal of aerodrome markings at night will be awarded a maximum score of 10 points. The score of the other Applicants for their financial proposal will be calculated according to the following formula (rounded to two decimal places):

$$10 * ( C_{min} / C ) = P2, \text{ where}$$

10 - maximum score;

C<sub>min</sub> – the lowest price quoted;

C – current proposal to be assessed;

P2 – the number of points of the respective proposal.

12.5. When evaluating the proposals for the criteria of economic advantage, each member of the Committee will evaluate the proposals individually in accordance with the assessment criteria set out in Article 12.2 of the Terms of Reference. The total score for each proposal is calculated by adding the points awarded by each member of the Committee to each proposal and dividing the amount by the number of members who participated in the assessment. The figures obtained by the Committee are rounded to two decimal places. The most economically advantageous proposal is the proposal that has received the highest score when summing up the individual assessments.

12.6. If the number of points received is the same for several Applicants, the Committee will select the Applicant who has obtained a higher score according to the P1 criterion. If the score for P1 criterion is the same for several Applicants, the Committee will select the Applicant who is a member of a national employer's organization and has entered into a collective agreement with a trade union which is a member of a national union (if submitted by a partnership or an association of suppliers, the collective agreement shall be concluded with each member of the partnership and each member of the association of suppliers). If several Applicants who have the same score for P1 criterion have a collective agreement with a trade union that is a member of a national trade union, the Committee will organise a draw in the presence of the Applicants.

12.7. After the assessment of the tender proposals, the Committee will pass one of the following decisions:

12.7.1. To award the Contract to the Applicant whose tender proposal complies with the Terms of Reference and whose has acquired the largest score; the Procurement Contract will be concluded in accordance with the draft Procurement Contract and the tender proposal submitted by the Applicant;

12.7.2. To terminate the Tender procedure, if:

12.7.2.1.No proposals have been submitted;

12.7.2.2.Applicants do not comply with the selection requirements;

12.7.2.3.Proposals non-compliant with the Terms of Reference have been submitted;

12.7.2.4.Proposals are recognised as unreasonably cheap.

12.7.3. To suspend the Tender procedure, if:

12.7.3.1.Only one Applicant has submitted a proposal and the Committee finds that the qualification requirements are not objective and proportionate;

12.7.3.2.The next Applicant who has offered the most economically advantageous proposal, is to be regarded as one market participant together with the initially selected Applicant who has been awarded the procurement contract;

12.7.3.3.There is an objective justification.



- 12.8. The decision made by the Committee will be endorsed in the procedure set out in the Client's internal documents.
- 12.9. The Committee will inform the Applicants of the results of the Tender procedure within 5 (five) working days following the date when the Client has endorsed the Tender results. The decision will also be sent by the Client to the Applicant electronically to its e-mail address (attaching a scanned document to the e-mail message) or by postal service.
- 12.10. The Applicant who has been awarded the procurement contract shall sign the procurement contract within 5 (five) working days counting from the date of dispatch of the Client's invitation (electronically to the e-mail of the Applicant's contact person specified in the application or to the Applicant's legal or declared place of residence by postal service). If the successful applicant does not sign the contract within the specified term, it shall be considered as a refusal to conclude the procurement contract.
- 12.11. If the successful Applicant refuses to conclude the procurement contract with the Client, the Client is entitled to decide to award the procurement contract to the next Applicant with the most economically advantageous proposal with the highest score or to terminate the Tender without selecting any proposal. If it is decided to award the procurement contract to the next Applicant who has offered the most economically advantageous proposal, but it refuses to conclude the procurement contract, the Client will pass a decision to terminate the Tender proposal without selecting any proposal.
- 12.12. If the most advantageous proposal is the same for several Applicants, the Committee will select the Applicant who is a member of a national employer's organization and has entered into a collective agreement with a trade union which is a member of a national union (if submitted by a partnership or an association of suppliers, the collective agreement shall be concluded with each member of the partnership and each member of the association of suppliers). If several Applicants have a collective agreement with a trade union that is a member of a national trade union, the Committee will organise a draw in the presence of the Applicants.
- 12.13. If the proposal is submitted by an association of suppliers that is not registered at the Commercial Register or an equivalent foreign register, in case it is awarded the procurement contract it shall before signing the procurement contract at its own choice either register a partnership at the Commercial Register of the Register of Enterprises or an equivalent foreign register or to conclude a partnership agreement agreeing on the scope of responsibility of the members of the association of suppliers, as well as on the fact that the members of the association of suppliers are jointly and severally liable towards the Client (hereinafter - the partnership agreement).
- 12.14. If the association of suppliers that has submitted a proposal and has been awarded the procurement contract chooses to establish a general partnership, it shall within 20 (twenty) calendar days following the day of the adoption of the decision on awarding the procurement contract submit to the Client references issued by the Commercial Register of the Register of Enterprises or a certified copy issued by the respective foreign institution or another document certifying the Applicant's legal capacity and capability, as well as a document certifying the VAT payer's status of the Applicant.
- 12.15. If the association of suppliers that has submitted a proposal and has been awarded the procurement contract chooses to enter into a partnership agreement, it shall within 20 (twenty) calendar days following the day of the adoption of the decision on awarding the procurement contract agree on the distribution of responsibility of the members of the association of suppliers, in line with the distribution of responsibility specified in the tender proposal, as well as on joint and several liability towards the Client, and

submit to the Client a certified copy of the partnership agreement, and if necessary, the power of attorney of the representative of the partnership.

- 12.16. If the documents referred to in Article 12.9 or 12.10 herein are not submitted to the Client by the deadline specified therein, it will be considered that the Applicant (the association of suppliers) has refused to sign the procurement contract, and the Client shall be entitled to keep the tender guarantee and decide on awarding the procurement contract to the next Applicant who has offered the most economically advantageous proposal.

### **13. RIGHTS AND OBLIGATIONS OF THE PROCUREMENT COMMITTEE**

#### 13.1. Rights of the Committee:

- 13.1.1. To make a written request to the Applicant to specify the submitted information and to provide detailed explanations;
- 13.1.2. To verify the truthfulness of all the data submitted by the Applicant;
- 13.1.3. To invite experts to work in the Committee in advisory capacity;
- 13.1.4. At the tender proposal opening meeting in the presence of the Applicants' representatives to sew together the package of the original copies of the documents of the proposals submitted by the Applicant, if it has been submitted not sewn together. In such case, the Committee will not be responsible for the documents contained in it;
- 13.1.5. To request the Applicant to submit the information on the pricing mechanism of the proposed contract price (incl. items);
- 13.1.6. To carry out qualification requirement verification only for the Applicant, who should be awarded the procurement contract;
- 13.1.7. To accept or decline any tender proposal, to discontinue the Tender procedure and to decline all the tender proposals at any time prior to awarding of the procurement contract if it has a valid reason for that and it does not contradict laws and regulations of the Republic of Latvia, without reimbursing any costs related to the preparation of the proposal and participation in the Tender incurred by the Applicants;
- 13.1.8. To carry out other activities in accordance with the laws and regulations, and the Terms of Reference.

#### 13.2. Obligations of the Committee:

- 13.2.1. To consider tender proposals submitted by the deadline for the submission of tender proposals provided for herein;
- 13.2.2. To pass a decision on the Tender procedure or results.

### **14. RIGHTS AND OBLIGATIONS OF APPLICANTS**

#### 14.1. Rights of Applicants:

- 14.1.1. To make a timely written request to the Committee for additional information regarding the Terms of Reference.

#### 14.2. Obligations of the Applicant:

- 14.2.1. By the deadline as specified by the Committee to provide in writing answers and explanations regarding the tender proposal to the questions asked by the Committee;

14.2.2. To observe all the provisions of the Terms of Reference as the basis for fulfilment of the procurement.

## **15. CONFIDENTIALITY OF THE INFORMATION**

- 15.1. No communication between the Applicants on the one hand and the Client or the Committee on the other hand shall take place during the tender proposal assessment period, except in cases provided for in the Terms of Reference.
- 15.2. During the time period from submission of the tender proposals until the moment of opening thereof the Client will not provide information on the existence of other tender proposals. During the period of assessment of the tender proposals until the announcement of the results, the Client will not provide information on the assessment procedure.
- 15.3. The Client shall not be responsible if the person submitting the tender proposal has not informed the data subjects of the processing of their data, has not received their consent or has not met any other data protection requirements concerning the data of the data subjects included in the tender proposal.

## **16. OTHER PROVISIONS**

- 16.1. The Committee and the Applicant shall exchange information in writing. Any information presented orally is not binding for the purposes of the Tender.
- 16.2. All costs of compilation and submission of the tender proposal shall be covered by the Applicant.
- 16.3. The Client and any of its employees shall not allow fraudulent and corrupt practices in their activities, which include prohibition of bribery of local and foreign officials. The Client has approved the Code of Ethics, as well as the Client carries out the assessment of corruption risks and implements measures to reduce and prevent corruption risks.

## **17. ANNEXES ATTACHED TO THE TERMS OF REFERENCE**

The following annexes are attached to the Terms of Reference forming integral parts thereof:

- Annex No. 1: Letter of Application (Form);
- Annex No. 2: Technical Specification (Work Task)/Technical Proposal;
- Annex No. 3: Statement of the Applicant's Specialist (Work Supervisor) (Form);
- Annex No. 4: A Description of the Applicant's Experience (Form);
- Annex No. 5: Financial Proposal (Form);
- Annex No. 6: Information on Subcontractors/Persons on Whose Potential the Applicant has relied (Form);
- Annex No. 7: Statement of the Subcontractor/Person on Whose Potential the Applicant Relies (Form);
- Annex No. 8: Draft procurement contract;
- Annex No. 9: Information on Passes of SJSC Riga International Airport (Pricelist).

Chairperson of the Standing Procurement Committee /personal signature/ L.Alksne-Meldere

**LETTER OF APPLICATION FORM**  
for the participation in the Open Tender procedure  
**“Removal of Aerodrome Markings”**

**Note:** *The Applicant shall fill in the blanks in this form.*

Tender: **“Removal of Aerodrome Markings”, AK-19/86**

To: VAS “Starptautiskā lidosta “Rīga”” (SJSC Riga International Airport)"

In accordance with the Terms of Reference, we, the undersigned, hereby confirm our agreement to the provisions of the Terms of Reference of the Tender procedure. We offer to perform removal of aerodrome markings in accordance with the requirements of the Technical Specification and the Terms of Reference for the contract price indicated in the financial proposal.

1. Information on the Applicant:
  - 1.1. Applicant’s name: \_\_\_\_\_
  - 1.2. Registered with No. \_\_\_\_\_
  - 1.3. Tax payer’s registration No.: \_\_\_\_\_
  - 1.4. Legal address: \_\_\_\_\_
  - 1.5. Contact person: \_\_\_\_\_  
(given name, surname, position)
  - 1.6. Telephone No.: \_\_\_\_\_
  - 1.7. Fax: \_\_\_\_\_
  - 1.8. E-mail address: \_\_\_\_\_
2. If the Applicant is an association of suppliers or a partnership of suppliers:
  - 2.1. The person representing the association of suppliers or the partnership of suppliers in the Tender:  
\_\_\_\_\_.
  - 2.2. The scope of responsibility of each member of the association of suppliers or partnership of suppliers:  
\_\_\_\_\_.
3. We hereby certify that the documents attached hereto represent this proposal.
4. We hereby confirm that our proposal is valid for 6 (six) months following the submission date of the proposal.
5. We understand and agree to the Terms of Reference and the terms of the draft procurement contract attached hereto.
6. We hereby certify that we are not interested in any other proposal submitted under this procurement procedure.
7. We confirm that this proposal was drawn up and submitted independently of competitors\* and without any consultations, contracts or agreements or any other communication with competitors\*.
8. We confirm that <Applicant’s name> had no communication with competitors\* as to the prices, price calculation methods, factors (circumstances) or formulas, as well as competitors’\* intention or decision to participate or not to participate in the procurement or submission of tender proposals, which do not meet the requirements of the procurement or as to the quality, volume, specification, performance, delivery or other terms to be

handled independently of competitors\*, the products or services relating to this procurement.

9. We confirm that <Applicant's name> has not disclosed and will not disclose intentionally, directly or indirectly conditions of the tender proposal to any competitor\* before the official tender proposal opening date and time, or before awarding the right to enter into the contract.
10. We certify that the data of the data subjects included in our tender proposal comply with the requirements of the laws and regulations regulating personal data protection.
11. We certify that we have informed the data subjects included in our tender proposal about the data processing in accordance with Article 13 of the General Data Protection Regulation.
12. We certify that we have received the consent to data processing of the data subjects included in our tender proposal/ we have processed the data on another legally valid basis.
13. We certify that, at the request of the Client, we can demonstrate compliance with the data protection requirements concerning the processing of data of the data subjects included in our tender proposal.
14. We point out that page \_\_\_\_\_ of the proposal contains information that is to be considered as confidential/commercial secret in accordance with Section 19 of the Commercial Law.

I hereby assume full liability for the content of the documentation submitted for the Tender procedure, information contained herein, arrangement of documents and compliance with the Terms of Reference and Technical Specification of the Tender procedure. The data and information submitted are true and fair.

The proposal document package consists of \_\_\_\_\_ (\_\_\_\_\_) pages.

Signature: \_\_\_\_\_

Given name, surname: \_\_\_\_\_

Position: \_\_\_\_\_

The tender proposal has been drawn up and signed on \_\_\_\_ \_\_\_\_\_ 201\_.  
stamp

*\* Competitor - any natural or legal person who is not the Applicant, and who submits a tender proposal for this procurement or who, taking into account his or her qualifications, abilities or experience, as well as goods or services offered, may submit a tender proposal.*

## **Technical Specification (Work Task)**

### **PROCUREMENT “Removal of Aerodrome Markings”**

#### **1. General description:**

- 1.1. Removal of 95–100% of painted marking from the aerodrome concrete and asphalt cover with the wet sand jet or high-pressure water jet method shall be carried out without damaging the cover from which the marking would be removed. The scope of work is calculated in square meters. The approximate scope of work cannot be determined, it is variable and depends on the Client’s needs.
- 1.2. The marking mainly consists of lines of 15 to 40 cm width.

#### **2. Materials**

- 2.1. Tap water is available from the water supply places in the territory of the aerodrome. The service provider shall equip the water supply place with a water meter to record the used amount of water (payment for water is not required from the service provider).
- 2.2. Diesel fuel is available outside the aerodrome, in a radius of 1 km (provided by the service provider).

#### **3. Equipment**

- 3.1. Equipment shall be fitted with a yellow flashing light.
- 3.2. Equipment shall provide sufficient lighting to be able to perform the work at night.

#### **4. Scope and conditions of work**

- 4.1. Conditions of work: the Client will try to ensure conditions of continuous work for 4 to 8 hours; however, it is not possible to guarantee it due to flights and their servicing. It is possible that certain amount of work will have to be carried out at night, however, it will not exceed 15% of the total scope of work. If the service provider carries out the scheduled day work at night, the fee for this work will be calculated in line with the pricing of the service provider for work carried out during the daytime.
- 4.2. Work productivity at least: 5 m<sup>2</sup>/h.
- 4.3. Recording of the completed work: before the removal of marking, the amount of work to be completed at the day is measured. Measuring is performed together with a representative of the aerodrome. At the end of a work day, the service provider informs the representative of the aerodrome on the actual completed work that is confirmed by signatures of both parties.

#### **5. Staff**

The Applicant shall have qualified and trained staff who are able to carry out the work referred to in the Technical Specification (Work Task), as well as to carry out control and monitoring of work.

#### Technical proposal:

The technical proposal shall be drawn up in accordance with the Technical Specification.

The following information shall be included in the technical proposal:

Information on the equipment to be used for the works. If there are several units of equipment, information on all equipment that may be used to perform the works shall be provided.

## Technical Proposal

*The technical proposal shall be drawn up in accordance with the Technical Specification.*

Information about <u>all</u> devices that might be used to carry out the work, their technical parameters	Description of the used technology	Work productivity (m <sup>2</sup> ) per day and per night.	Work supervisors <b>In accordance with Article 5.4 of the Terms of Reference</b>

We hereby certify that the data and information submitted are true and fair, as well as compliant with the Terms of Reference of the Tender procedure.

Position: \_\_\_\_\_

Given name, surname: \_\_\_\_\_

Signature: \_\_\_\_\_

Place and date of signing: \_\_\_\_\_

### Specialist's Statement

I, \_\_\_\_\_ (*name, surname*), the undersigned, hereby declare that I undertake, as \_\_\_\_\_ (*specify the appropriate qualification*) to carry out the management, control and supervision of the works in accordance with the contract, the technical specification (work task) and the terms of reference of the open tender "Removal of Aerodrome Markings", if \_\_\_\_\_ (*applicant's name*) is awarded the contract.

I certify that my education and experience are adequate to carry out the works specified in the technical specification.

I agree that my personal data will be processed so that the Client can evaluate the tender proposal submitted by \_\_\_\_\_ (*name of the applicant*) and pass a decision in the open tender procedure "Removal of Aerodrome Markings", identification No. AK-19/86.

I hereby assume full responsibility for the information contained in the statement, compliance with the requirements of the procurement terms of reference. The data and information submitted are true and fair.

By signing this form, I certify that I have signed it in person.

Name, Surname	
Signature	



## A LIST OF APPLICANT'S PROFESSIONAL EXPERIENCE (FORM)

\_\_\_\_\_  
(Applicant's name)

*In accordance with Article 4.2.12 of the Terms of Reference*

<b><i>Client: contact person (given name; surname; e-mail; telephone number)</i></b>	<b><i>Scope of the service provided (value in EUR without VAT)</i></b>	<b><i>Contract Validity Term (from-to)</i></b>	<b><i>Description of the service, incl. description of the method used</i></b>

Position: \_\_\_\_\_  
Given name, surname: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Place and date of signing: \_\_\_\_\_

**SJSC Riga International Airport  
Open Tender Procedure  
“Removal of Aerodrome Markings”  
*Identification No. AK-19/86***

**FINANCIAL PROPOSAL FORM**

**FINANCIAL PROPOSAL**

<b>No.</b>	<b>Work description</b>	<b>Unit (m<sup>2</sup>) price (EUR) without VAT</b>
1	Removal of aerodrome markings during daytime	
2	Removal of aerodrome markings at night	

The financial proposal covers all the costs required for the provision of the Services.

We hereby certify that the data and information submitted are true and fair, as well as compliant with the Terms of Reference of the open tender procedure “Removal of Aerodrome Markings” (identification No. AK-19/86).

Position: \_\_\_\_\_  
Given name, surname: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Place and date of signing: \_\_\_\_\_

**INFORMATION ON SUBCONTRACTORS  
 OR PERSONS ON WHOSE POTENTIAL THE APPLICANT RELIES**

No.	Subcontractor/person on whose potential the Applicant relies <i>/Name/ Given name, surname /</i> registration number/ personal identity number	Selection requirement for the performance of which the Applicant relies on the person	Description of the Works to be entrusted to the subcontractor/person on whose potential the Applicant relies in accordance with the list of Works specified in the Technical Specification	Value of the Works to be entrusted to the subcontractor/person on whose potential the Applicant relies, in % of the total value of the procurement contract
1				
2				

We hereby certify that the data and information submitted are true and fair, as well as compliant with the Terms of Reference of the open tender procedure “Removal of Aerodrome Markings” (identification No. AK-19/86).

Position: \_\_\_\_\_  
 Given name, surname: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Place and date of signing: \_\_\_\_\_

SJSC Riga International Airport  
Open tender procedure "Removal of Aerodrome Markings"  
procurement identification No. AK-19/86

**STATEMENT OF THE SUBCONTRACTOR OR  
THE PERSON ON WHOSE POTENTIAL THE APPLICANT RELIES  
(FORM)**

Hereby [*the name of the subcontractor, registration number and legal address*] certifies that in case that the applicant [*name, reg. No., legal address*] is recognised as the winner of the Open Tender Procedure "Removal of Aerodrome Markings" (ID No. AK-19/86) our company as a subcontractor/person on whose potential the applicant relies undertakes the following:

1. To perform the following works in accordance with the Technical Specification:

\_\_\_\_\_;

2. To hand over at the disposal of the applicant the following resources for performing the procurement contract:

\_\_\_\_\_.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(name, surname)

\_\_\_\_\_  
(position)

(seal)

**CONTRACT No.** \_\_\_\_\_

Mārupes novads,

\_\_\_\_\_ 2019

VAS "Starptautiskā lidosta "Rīga"" (SJSC Riga International Airport), Registration No. 40003028055, (hereinafter – the Client), represented by its Chairperson of the Board \_\_\_\_\_ and Member of the Board \_\_\_\_\_, acting on the basis of the authorisation (Client's Board decision of 29 April 2019, minutes No.18) of the one part,  
and  
\_\_\_\_\_, registration No. \_\_\_\_\_, hereinafter - the Contractor, represented by \_\_\_\_\_, acting on the basis of \_\_\_\_\_ of the other part,

both jointly referred to as Parties and each separately - as Party, expressing their free will, not falling under the pressure of deceit, fallacy or duress, based on the results of the open tender procedure "Removal of Aerodrome Markings" (Identification No. AK-19/86) (hereinafter – the Tender), and the Client's board decision of \_\_\_\_ 2019 (minutes No. \_\_\_\_\_), enter into the following Contract (hereinafter - the Contract):

### **1. SUBJECT MATTER**

- 1.1. The Client orders and instructs, but the Contractor undertakes, in accordance with the procedures specified in the Contract, to remove the painted markings from aerodrome concrete and asphalt pavements using the \_\_\_\_\_ method, hereinafter referred to as the Service.
- 1.2. The Service shall be provided in accordance with the Contract, Technical Specification (Work Task) (Annex 1 to the Contract) and the Contractor's proposal (Annex 2 to the Contract).
- 1.3. The Client undertakes to accept and pay for the Service in accordance with the provisions of the Contract;
- 1.4. Place for the Contract performance: VAS "Starptautiskā lidosta "Rīga"" (SJSC Riga International Airport), Mārupes novads, lidosta "Rīga" 10/1, LV – 1053.
- 1.5. At least 2 (two) working days before the commencement of each separate Service, the responsible persons of the Parties shall electronically (using the e-mail address specified in Clause 11.2 herein) coordinate the specific time of the arrival of the Contract at the location specified by the Client. The Parties recognise and confirm that the information referred to in this Clause sent by e-mail is considered as appropriately delivered to the other Party and it is legally binding.
- 1.6. The Contract shall enter into force upon its mutual signature and registration by the Client, and shall be valid for 3 (three) years or until the acquisition of the total Contract amount, whichever comes first.

### **2. CONTRACT AMOUNT AND SETTLEMENT PROCEDURE**

- 2.1. The total Contract amount during the Contract validity term shall not exceed EUR 60 000.00 (sixty thousand euros) before Value Added Tax (hereinafter - VAT), and it includes the following:
  - 2.1.1. the fee for the execution of one unit of the Service (i.e. removal of one square metre of markings) during daytime (from 6.00 to 24.00) is EUR \_\_\_\_ (\_\_\_\_) excluding VAT;
  - 2.1.2. the fee for the execution of one unit of the Service (i.e. removal of one square metre of markings) at night (from 00.00 to 5.59) is EUR \_\_\_\_ (\_\_\_\_) excluding VAT.

- 2.2. VAT shall be calculated, specified in the invoice and paid in accordance with the Law on Value Added Tax and other effective laws and regulations of the Republic of Latvia and the European Union. If taxes or fees specified in the Contract and its annexes increase or decrease according to changes to laws and regulations, the changes in the settlements between the Parties shall take effect in accordance with the respective laws and regulations.
- 2.3. The Client shall pay for the Service actually executed by the Contractor and accepted by the Client in accordance with the procedure specified in the Contract within 30 (thirty) calendar days from the day of signing the respective Service delivery-acceptance certificate and receiving the relevant invoice by transferring the amount to the bank account indicated on the Contractor's invoice.
- 2.4. The payment shall be deemed as made at the moment when the Client makes the respective payment from its bank account to the Contractor's bank account specified on the invoice issued.
- 2.5. The Parties agree that the Parties shall draw up the invoices electronically with a reference to this Clause and shall send them to the other Party from the following e-mail addresses:
  - 2.5.1. Client's e-mail address: [office@riga-airport.com](mailto:office@riga-airport.com);
  - 2.5.2. Contractor's e-mail address: \_\_\_\_\_ .
- 2.6. The Parties agree to electronic invoices that are drawn up without a secure electronic signature and will accept such invoices as eligible.
- 2.7. In the event of a change of the e-mail addresses specified in Clause 2.5 herein, the respective Party is obliged to give a written notice to the other Party thereof within 5 (five) working days; in such case, this Clause of the Contract will be deemed to be amended without a separate agreement between the Parties, starting from the moment of the receipt of the written notification signed by the person entitled to represent the Party.
- 2.8. The price indicated in the Contractor's proposal shall cover all the Contractor's expenses related to the fulfilment of its contractual obligations. The Service prices and the total amount of the Contract specified in the Contract and the Contractor's tender proposal may not be amended during the entire term of the Contract, they shall not be subject to price increases.
- 2.9. The Contractor shall undertake the risk, i.e. shall not demand additional payment from the Client, if in the course of Service provision any calculation errors are found in the Contractor's proposal or if it is found that the Contractor has not quoted the price covering the entire scope of the Service (also if the Contractor has miscalculated the costs necessary for the provision of the Service and completion of the tasks in conformity with the Contract). The additional costs referred to in this Clause necessary to provide the Services in such scope and quality that is set out in the Contract shall be borne by the Contractor.

### **3. SERVICE PERFORMANCE AND DELIVERY PROCEDURE**

- 3.1. The Contractor shall provide the Service in accordance with the terms and conditions of the Contract and Technical Specification (Work Task).
- 3.2. The Client shall provide the Contractor with all the available information for the provision of the Service and the information requested by Contractor as soon as possible, but no later than within the time limit agreed upon electronically by the responsible persons of the Parties.
- 3.3. The Contractor shall perform the Service at the times and places specified by the Client in accordance with the procedure specified in the Contract.
- 3.4. The Contractor shall provide the Service in such a way as not to damage the aerodrome cover from which the marking is removed.
- 3.5. Within 5 (five) working days from the entry into force of the Contract, but no later than 3 (three) calendar days prior to the commencement of the Service, the Contractor shall submit in writing (electronically to the e-mail address specified in Clause 10.2.1 herein) to the Client a list of the Contractor's staff who will be involved in the provision of the

- Service (specifying their name, surname and personal code) for receiving airport passes, as well as a list of vehicles to be used in the Airport's airside area, for the receipt of the vehicle's passes, and a list of the instruments to be used for performing the Works.
- 3.6. The Parties shall agree orally on the issues related to the organization of the Service in the course of the performance of the Service, if necessary by drawing up a written agreement.
  - 3.7. Prior to the start of the Service, the Contractor's responsible person (specified in Clause 10.2.2 herein) shall co-ordinate the specific scope, location, time and procedure of the Service with the responsible person of the Client specified in Clause 10.2.1 herein.
  - 3.8. When performing the Contract in the Client's territory, the Contractor undertakes to comply with the Client's internal regulative documents (procedures, instructions, emergency plan, etc.), which are available on the closed section of the Client's website [www.riga-airport.com](http://www.riga-airport.com), access to which will be provided to the Contractor's contact person specified in Sub-clause 10.2.2 throughout the validity period of the Contract, using special access details, which can be received at the Client's Analytical Unit (Security Department). The Contractor shall follow the amendments to the procedures and instructions binding on the Contractor. The Contractor shall instruct its employees on the requirements of the regulative documents specified by the Client and compliance thereto.
  - 3.9. After completion of the Service, the Contractor shall draw up 2 (two) copies of the delivery-acceptance certificate and hand them over to the Client. The mutually signed delivery-acceptance certificate shall be considered as the basis for the settlement of the contracted payments (provided for in Clause 2.3 herein) between the Parties.
  - 3.10. The Client within 5 (five) working days from the receipt of the delivery-acceptance certificate shall send to the Contractor (electronically, to the e-mail address provided for in Clause 10.2.2 herein) a signed delivery-acceptance certificate or a statement of defects with reasoned objections to accept the Service or a part thereof (hereinafter - the Statement of Defects) and specify the non-compliant Service.
  - 3.11. If the Client finds that the Services have been performed in poor quality or otherwise do not comply with the Client's request, the terms of the Contract or the Technical Specification, the Client shall within 5 (five) working days from the date of receipt of the Service delivery-acceptance certificate send the Statement of Defects electronically (to the e-mail specified in Clause 10.2.2 herein). The Contractor shall eliminate the defects specified in the Statement of Defects by the deadline in the Statement of Defects as agreed on between the Parties, but not later than within 5 (five) working days from the day of sending the Statement of Defects to the Contractor. The Contractor shall bear the defect elimination costs.
  - 3.12. The Client's \_\_\_\_\_ or another person authorised by the Client shall be entitled to sign the delivery-acceptance certificates and/or Statements of Defects on behalf of the Client. The Contractor's \_\_\_\_\_ or another person authorised by the Contractor shall be entitled to sign the delivery-acceptance certificates on behalf of the Contractor.
  - 3.13. The Services shall be deemed to be fulfilled when both Parties have signed the Service delivery-acceptance certificate.

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

- 4.1. The Contractor shall assume full responsibility for the proper performance and quality of the Services, compliance with the requirements of the Technical Specification, the Contractor's proposal, the Contract and the applicable laws and regulations.
- 4.2. The Parties shall be mutually responsible for any direct losses caused to the other Party, if they have been incurred due to action or failure to act of the Party, its employees or third parties involved in the Contract performance (including gross negligence, acts in bad faith or carelessness), or due to breach of the Contract provisions. The Party violating

Contract provisions shall indemnify the other Party for its direct losses incurred due to such default.

- 4.3. If any of the Parties fails to observe the payment deadline, the other Party is entitled to charge the first Party a contractual penalty of 0.5% (half a percent) of the outstanding amount for each calendar day of delay, yet not exceeding 10 % (ten percent) of the outstanding amount.
- 4.4. For the failure to observe the deadline for the Service performance and/or elimination of defects set out herein, the Client is entitled to charge and the Contractor is obliged (in accordance with the invoice presented by the Client) to pay the Client a contractual penalty in the amount of 0.5 % (half a percent) of the amount of the specific Service for each calendar day of delay, yet not exceeding 10 % (ten percent) of the amount of the specific Service.
- 4.5. If the Client has charged any of the contractual penalties referred to in the Contract, the Client shall have the right to deduct the contractual penalty upon paying the invoices issued by the Contractor without the Contractor's separate agreement.
- 4.6. The Parties shall pay the contractual penalties in accordance with invoices issued by the other Party by the deadline specified on the invoice, which may not be shorter than 10 (ten) calendar days from the date of sending of the relevant invoice. Payment of contractual penalties shall not release the respective Party from its obligation to compensate damages and fulfilment of other commitments under this Contract.
- 4.7. In the event any of the Parties unilaterally withdraws from the Contract with no justified reason, it shall have the duty to compensate the other Party the direct losses for cases when unilateral withdrawal is allowed by the Contract or laws and regulations.
- 4.8. If a delay in performance of obligations of one Party, which affects the ability of the other Party to perform its obligation, prevents the other Party to perform its obligations in a timely manner, the time limit for the execution of the obligations of the other Party shall be extended for the period of time delayed by the first Party. The Party requesting an extension of the deadline for the performance of its obligations shall be obliged to submit documents confirming the fact of delay of performance of the obligations of the other Party.
- 4.9. The Client shall not be held responsible for the Contractor's obligations which it has assumed in relation to third parties, in order to ensure execution of the Contract or in connection with the Contract. Any such obligations or agreements become binding on the Client only with its direct and explicit written consent.
- 4.10. If in the course of Contract performance the Client finds that the Contractor (or any subcontractor engaged by the Contractor) has violated the provisions of Clause 7 of the Contract regarding the replacement of staff members and subcontractors engaged in the performance of the Contract, as well as the engagement of additional staff members or subcontractors in the performance of the Contract, the Client shall have the right to calculate and the Contractor shall pay a contractual penalty of 5 (five) % of the total Contract amount for each individual case.
- 4.11. In the case referred to in Clause 4.10 herein, the Contractor shall immediately suspend the subcontractor and/or staff member not endorsed by the Client and coordinate their involvement in the provision of Services in accordance with the procedures specified herein. The Contractor is not entitled to engage subcontractors or employ staff members that the Client has not endorsed. A specific subcontractor or staff member may only be attracted upon the receipt of appropriate approval. The Client has the right to suspend the provision of the Services until the violation is remedied.
- 4.12. The Contractor undertakes the following:
  - 4.12.1. To retain restricted information received from the Client during fulfilment of the Contract and not disclose it to third parties;



- 4.12.2. Immediately but not later than within 24 (twenty-four) hours, to report to the Client (electronically sending information to the Client's contact person provided in Clause 11.2.1 herein) any illegal attempts to obtain restricted information from the Contractor and its illegal obtaining, and on cases when the Contractor has disclosed restricted information to third parties;
  - 4.12.3. To use the restricted information only to provide the Services prescribed in the Contract;
  - 4.12.4. To ensure that all the persons involved in the provision of the Services prescribed in the Contract are aware of the obligation to retain the restricted information.
- 4.13. In the event of failure to perform or inappropriate fulfilment of the duties referred to in Clause 4.12 herein, if due to illegal disclosure of restricted information, the Client or a third party has incurred losses or their legitimate interests have been violated significantly, the Client or third party is entitled to require the Contractor to compensate the damages or restoration of the violated rights. The Contractor shall be held liable for failure to fulfil the duty referred to in Clause 4.12.1 herein in line with the Contract and the applicable laws and regulations.

## **5. DURATION AND AMENDMENTS TO THE CONTRACT**

- 5.1. The Contract shall enter into force on the date when it is signed by both Parties and registered with the Client, and shall be effective until full execution of the obligations of both Parties.
- 5.2. The Contract may be terminated prematurely if agreed upon in writing by both Parties.
- 5.3. The Client may unilaterally terminate the Contract at a 5 (five) working day prior written notice to the Contractor, if
  - 5.3.1. The Contractor unduly suspends the provision of the Services;
  - 5.3.2. The Contractor delays the time limits specified in the Contract repeatedly (more than 2 (two) times) due to its own fault;
  - 5.3.3. The Services provided by the Contractor are of poor quality, non-compliant with the provisions of the Contract, the Technical Specification and/or laws and regulations;
  - 5.3.4. The Contractor fails to comply with any other obligations under the Contract, if the Contractor has not remedied its default within 5 (five) calendar days after receiving of the Client's written notice of such default.
  - 5.3.5. The Contractor is declared insolvent or its activity is suspended or terminated.
  - 5.3.6. The Contract cannot be fulfilled because the Contractor during the validity term of the Contract has been subject to international or national sanctions or significant sanctions imposed by a Member State of the European Union or the North Atlantic Treaty Organization affecting the financial and capital market interest.
- 5.4. The Contractor shall have the right to unilaterally terminate the Contract by notifying the Client in writing 5 (five) calendar days in advance if the Client unjustifiably delays the deadlines for payments stipulated in the Contract for more than 30 (thirty) calendar days, has received a written warning from the Contractor and has failed to remedy the violation by a deadline not shorter than 5 (five) working days that is specified by the Contractor in the warning.
- 5.5. In case of early termination of the Contract, the Contractor shall without delay suspend the Service provision, within 3 (three) working days submit to the Client a delivery-acceptance certificate for the Services provided and accepted by the Client; if the Client does not accept the Services, the Contractor shall make the necessary adjustments before acceptance. If the certificate is not submitted in a timely manner, the Client shall have the

right to unilaterally determine the scope of Services provided according to the provisions of the Contract.

- 5.6. In the cases of Contract termination referred to in Clauses 5.3.1-5.3.4 herein, the Contractor shall indemnify the Client for all direct losses caused by the termination of the Contract.
- 5.7. The Client shall, within 30 (thirty) calendar days after the early termination of the Contract, and the receipt of the delivery-acceptance certificate for the Services provided referred to in Clause 5.5 herein and the Contractor's invoice, settle all payments for good quality Services provided by the Contractor and accepted by the Client in accordance with the provisions of the Contract.
- 5.8. If, during the performance of the Contract, it becomes clear that for objective reasons it is not advisable to proceed with the performance of the Contract, the Client shall suspend the performance of the Contract notifying the Contractor thereof. In such case, the Parties shall within five (5) working days examine the issue of the usefulness and conditions of continued performance of the Contract. The Client shall settle payments only for the Services that have been provided by the Contractor and accepted by the Client.
- 5.9. The Contract includes all agreements between the Client and the Contractor on the subject matter and shall supersede all previous written and oral agreements. The Contract may be amended or supplemented only by mutual agreement in writing (unless the Parties have agreed otherwise in the Contract). Such agreements shall enter into force upon mutual signing by the Parties and they constitute integral parts of the Contract in the form of annexes.
- 5.10. The Parties are obliged to notify the other Party of possible changes or conditions that might affect the quality of the Services, the Contract price or meeting of the deadlines for the provision of the Services.
- 5.11. The Parties shall immediately inform each other if they find:
  - 5.11.1. Any contradictions in the data provided in the Contract documents;
  - 5.11.2. The data provided in the Contract documents are different from the actual conditions;
  - 5.11.3. Conditions significant for the fulfilment of the Contract have changed or new conditions have emerged;
  - 5.11.4. Changes to the laws and regulations of the Republic of Latvia have taken place that affect the performance of the Contract.

## **6. FORCE MAJEURE**

- 6.1. The Parties shall be released from the liability for full or partial default on their contractual obligations if such default has been caused by an event of force majeure nature that the respective Party could not foresee and avert. The following events shall be deemed force majeure: wars, natural disasters, general strikes.
- 6.2. The Party referring to a force majeure event shall notify the other Party thereof in writing at its earliest opportunity, yet no later than within 14 (fourteen) calendar days from the setting in of the force majeure circumstances. If such a notification is not sent, the Party failing to send it shall be held liable for all the losses incurred by the other Party.
- 6.3. If the force majeure circumstances continue for a period exceeding 45 (forty-five) calendar days, each of the Parties may unilaterally withdraw from and terminate the Contract. In such an event, neither Party shall be held liable for the losses incurred by the other Party during the period after setting in of the force majeure circumstances.

## **7. CONFIDENTIALITY**

- 7.1. The Parties shall have a non-disclosure obligation towards each other, and it is prohibited to disclose confidential information (hereinafter - Confidential Information) to third parties. In the meaning of this Contract, disclosure of Confidential Information is

understood by the Parties as transferring (in any form) of Confidential Information to third parties.

- 7.2. Should either of the Parties breach its non-disclosure obligation, the Party whose interests have been thus violated, shall be entitled to indemnification of the losses incurred. Confidential Information is any kind of information about a Party that has been in any way passed over or become known to the other Party during the Contract negotiations or during the performance of the Contract, as well as any other information, which during the Contract validity term has been identified by the Party in writing as confidential.
- 7.3. The non-disclosure obligation, provided for herein shall not apply to information that:
  - 7.3.1. On the date of the passing over of the Confidential Information to the other Party or later, is or becomes publicly known, without violating the Contract provisions;
  - 7.3.2. That was legally available to the other Party prior to the receipt thereof from the Party providing the Confidential Information;
  - 7.3.3. The Party, which is not the recipient of the Confidential Information has already disclosed it to a third party without any restrictions.
- 7.4. It shall not be considered that a Party has violated its non-disclosure obligation provided for herein, if the obligation of disclosure is laid down in a legislative or administrative act, which is binding on this Party, or if the disclosure of Confidential Information is needed to perform its contractual liabilities, or it is needed in court proceedings to protect the rights of the Party in accordance with the Contract.
- 7.5. Non-disclosure obligation shall be binding on the Parties until the other Party notifies the contrary.
- 7.6. Upon termination of the Contract, the Party which holds the other Party's Confidential Information shall be obliged at a written request of the other Party to immediately return all Confidential Information.

## **8. DATA PROCESSING**

- 8.1. The Parties shall process the personal data resulting from the Contract in a fair manner and in accordance with the laws and regulations in force in the Republic of Latvia, including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the General Data Protection Regulation).
- 8.2. The Client shall process the personal data of the Contractor's staff submitted by the Contractor for the fulfilment of the Contract and for the implementation of the powers legally conferred to the Client (identification of persons, security control). For the receipt and processing of personal data for the performance of the Contract, the Client is considered to be a controller that processes and stores personal data in accordance with the effective laws and regulations of the Republic of Latvia and the Client's normative documents that are binding on the Contractor.
- 8.3. The Client shall process the personal data of the Contractor's staff members submitted by the Contractor (submitted in accordance with Clause 3.2.1 herein) in accordance with Section 57<sup>1</sup> of the Law "On Aviation", Cabinet Regulation No. 460 of 30 July 2013 "Procedures for Conducting Background Checks and for Issue and Cancellation of the Airport Pass" and Client's normative documents (Clause 3.4 herein) that are binding on the Contractor, with the purpose of carrying out background check and for deciding on issuing, refusing or cancelling passes.

## **9. DISPUTE SETTLEMENT PROCEDURE AND LEGAL PROCEEDINGS**

All disputes and disagreements arising from the fulfilment of this Contract shall be solved by mutual negotiations between the Parties. If the Parties cannot agree, then any dispute, disagreement or claim relating to the Contract, its termination, amendment or validity shall be

settled by a court of law of the Republic of Latvia, in accordance with the effective laws and regulations of the Republic of Latvia.

## 10. CLOSING PROVISIONS

- 10.1. The Contract shall be binding onto the Parties, as well as onto their legal successors. The Parties may not fully or partially transfer their liabilities, rights or obligations hereunder to third parties without the other Party's written consent. By transferring its contractual obligations to third parties, the Party shall be fully responsible to the other Party for proper and duly execution of its contractual obligations.
- 10.2. In order to arrange for the cooperation of the Parties and fulfilment of the Contract, the Parties shall appoint persons responsible for fulfilment of the Contract:
- 10.2.1. Client's responsible person: \_\_\_\_\_, tel.: +371 \_\_\_\_\_, e-mail: \_\_\_\_\_@riga-airport.com.
- 10.2.2. Contractor's responsible person: \_\_\_\_\_, tel.: +371 \_\_\_\_\_, e-mail: \_\_\_\_\_.
- 10.3. In the event of change of the responsible persons or their e-mail addresses provided for in Clause 10.2 herein, the respective Party shall be obliged to give a written notice to the other Party thereof within 3 (three) working days. In such case, the respective clauses of the Contract will be deemed to be amended without a separate agreement between the Parties, starting from the moment of the receipt of the written notification signed by the person entitled to represent the Party.
- 10.4. All notifications that are to be given to the other Party, unless the Parties have agreed on other arrangements in the Contract, shall be sent by registered mail or courier service to the other Party's registered address, or signed by a secure electronic signature to:
- 10.4.1. The Client's email address specified in Clause 10.2.1 herein and office@riga-airport.com;
- 10.4.2. Contractor's e-mail address \_\_\_\_\_.
- 10.5. The Parties will consider notifications received within 7 (seven) calendar days after they are sent (in accordance with the procedure provided for in Clause 10.4 herein), or sooner if a confirmation of receipt is received. In the cases specified herein, information may be sent by electronically, and the Parties confirm that information sent this way is considered as appropriately delivered to the other Party and it is legally binding. Electronic communications will be deemed received by the Parties on the day they are sent.
- 10.6. The Parties shall immediately, but not later than within 5 (five) working days from introducing changes in the respective state registers, notify the other Party of any changes in their details (incl. registered address, VAT payer's number change/cancellation, change of their legal status, suspension of their economic activity, commencement of liquidation proceedings, initiation of legal protection or out-of-court legal protection proceedings, declaration of insolvency proceedings, commencement of reorganisation and any other conditions that may affect the fulfilment of their contractual obligations. Until receipt of such notification, all shipments of the other Party, which in the procedure prescribed by this Contract have been passed over at the previous address and particulars shall be deemed as duly delivered and received. The losses incurred due to the Party's failure to timely and appropriately notify the other Party shall be fully covered by the culpable Party.
- 10.7. Reorganisation of the Parties or change of their managers may not serve as the basis for suspension or termination of the Contract. If either Party is reorganised or liquidated, the Contract shall remain in force and shall be binding on the Parties and their successors.
- 10.8. If any of the provisions of the Contract becomes invalid, it shall not affect the validity of rest of the Contract.
- 10.9. The matters not provided for herein shall be resolved by the Parties according to the effective laws and regulations of the Republic of Latvia.

- 10.10. All the notifications, notices, correspondence, approvals and other information arising from the Contract shall be made in writing in the Latvian and English language.
- 10.11. The Contract has been drawn up in 2 (two) counterparts, one counterpart shall be held by the Client, the other – by the Contractor.
- 10.12. The following annexes shall form an integral part of the Contract:
- 10.12.1. Annex No. 1: Technical Specification;
- 10.12.2. Annex No. 2: Contractor's Proposal.

### **13. LEGAL ADRESSES AND BANK DETAILS OF THE PARTIES**

## INFORMATION ON PASSES OF SJSC RIGA INTERNATIONAL AIRPORT (PRICELIST)

**Individual long-term pass:** the expiry date is specified in the contract (max 5 years). The long-term pass may be obtained by a person whose background information check has been done by the employer, including the following details:

1. The employee's identity on the basis of personal identification documents;
2. Information on the employee's criminal record in the country of domicile, as well as in other countries where he/she has stayed for more than 6 months;
3. Information as to whether the person has been punished for committing a deliberate unlawful act;
4. Information about the employee's employment, education and any interruptions in employment or education (longer than 28 days) at least during the last five years;
5. Whether the employee in his/her country of domicile has been diagnosed with a mental condition;
6. Whether the employee in his/her country of domicile has been diagnosed with alcoholic, narcotic, psychotropic or other psychoactive substance addiction;
7. Whether the employee has been punished for administrative offences listed in the annex, if a year has not yet elapsed since the execution of the punishment;

Background information check does not need to be performed for those persons who use the Airport passes in the Airport's landside area only.

A long-term individual pass is issued, if:

1. The background information check has been completed;
2. A correctly completed application form for a long-term pass has been sent to the Airport's Analytical Unit (Security Department);
3. The endorsement of the Airport's Analytical Unit has been received;
4. The employee has successfully mastered the following courses:
  - "Aviation Security Training at Riga International Airport - PD 0534 P" at the Airport's Training Centre. The validity term of the course certificate is 5 (five) years (the course shall be completed by users of all types of long-term individual passes. Exception: users of long-term individual passes working in the landside area only, on the condition that they are instructed by the employer's responsible person in accordance with the procedures specified in the "Procedure for Requesting, Issue and Use of Airport Passes").
  - The employee has successfully completed the training course "Safety Management System PD 0528 P" at the Training Centre or an equal training programme endorsed by the Directors of the Airport's Human Resources Department and the Quality Assurance Department; The validity term of the course certificate is 2 (two) years. The course shall be completed by users of all types of long-term individual passes.
  - The users of the passes who have access to apron and/or aircraft zones have successfully completed the training course "Safety on Apron - PD 0553 P" at the Airport's Training Centre or an equal training programme endorsed by the Director of the Airport's Human Resources Department and the Aerodrome Safety and Management Department Safety Management System Manager. The validity term of the course certificate is 2 (two) years (starting from 01.01.2018).

Prices of the training courses:

Name of the training course:	Course code	Conditions		Price, EUR (without VAT)
“Aviation Security Training at Riga International Airport”- scheduled	PD 0534 P	per trainee	According to the curriculum	24.00
“Aviation Security Training at Riga International Airport”, if the course is arranged in an urgent manner	PD 0534 P	per trainee	Number of trainees in the group (from 1 to 4)	<b>165.66</b>
		per trainee	Number of trainees in the group (from 5 to 9)	<b>39.36</b>
		per trainee	Number of trainees in the group (from 10 to 25)	<b>24.00</b>
Safety on Aerodrome	PD 0553 P	per trainee	Number of trainees in the group (from 1 to 2)	<b>224.00</b>
		per trainee	Number of trainees in the group (from 3 to 5)	<b>78.00</b>
		per trainee	Number of trainees in the group (from 6 to 10)	<b>41.00</b>
		per trainee	Number of trainees in the group (from 11 to 15)	<b>25.00</b>
		per trainee	Number of trainees in the group (from 16 to 20 or more)	<b>24.00</b>
Safety Management System	PD 0528 P	per trainee	Number of trainees in the group (from 1 to 2)	<b>1 85.00</b>
		per trainee	Number of trainees in the group (from 3 to 5)	<b>65.00</b>

		per trainee	Number of trainees in the group (from 6 to 10)	<b>35.00</b>
		per trainee	Number of trainees in the group (from 11 to 15)	<b>21.00</b>
		per trainee	Number of trainees in the group (from 16 to 20 or more)	<b>16.00</b>

Recurrent training shall be provided:

- in accordance with the validity term of each training course;
- in cases where a person has not fulfilled his/her duties at the Airport for more than 6 consecutive months;
- in case of infringement of the Airport's pass regime.

The price of the pass consists of the training fee and the pass price in the specific zone, as well as if it is needed to access a restricted access site (sterile zone) facility, for the right of entry for each facility.

The price of the pass for the first year (excluding VAT): EUR 10.50 for the landside area; EUR 18.66 for the technical area; EUR 30.32 EUR for the apron area; EUR 39.65 for a facility in the sterile area.

The price of the pass extension for each following year (excluding VAT): EUR 1.17 for the landside area; EUR 9.33 for the technical area; EUR 20.99 EUR for the apron area; EUR 39.65 for a facility in the sterile area.

Upon receipt of a long-term pass, the user shall lodge a security deposit of EUR 15, which is repaid when the pass is returned to the Pass Office; or submit a letter of guarantee issued by the company stating that the company guarantees that in the event of losing or damaging the pass, the company will pay the amount specified in the pricelist.

Recurrent training of persons shall be carried out in accordance with the validity term of each training course, paying repeatedly the tuition fee (in accordance with the pricelist). The employer is responsible for controlling the training validity term and assigning employees to take respective training courses. The employer shall apply its employees for recurrent training courses, by sending the Training Application Form PD 1305 F to the following e-mail address: mc@riga-airport.com.

The fee for re-issuing a long-term pass (for one person) regardless of the zone is EUR 17.50 (excluding VAT).

**Individual temporary pass:** valid up to 45 days. Temporary pass may be requested a maximum of four times per calendar year per person.

The user of a temporary pass may move around the technical area, as well as the landside area of the terminal unaccompanied for the execution of his/her direct duties; in the rest of the airside area of the Airport, only accompanied by an authorised person holding a valid and appropriate Airport long-term pass.

Price of the pass (excluding VAT): EUR 10.50 for the landside area; EUR 11.66 for the technical area; EUR 12.83 for the apron area; EUR 4.67 for a facility in the airside area.

**Individual visitor's pass:** valid up to 24 hours. The user of a visitor's pass has the right to enter and move around the airside area of the Airport only accompanied by a person holding the



appropriate long-term pass. A visitor's pass is valid only together with a personal identification document.

Price of the pass (excluding VAT): EUR 1.17

Upon receipt of a visitor's pass, the user shall lodge a security of EUR 15, which is repaid when the pass is returned to the Pass Office, or submit a letter of guarantee issued by the company stating that the company guarantees that in the event of losing or damaging the pass, the company will pay the amount specified in the price list.

**Long-term vehicle pass:** needed for a vehicle to enter and move around the Airport's administrative and airside area. Airport zoning:

- 1) administrative area of the Airport;
- 2) technical area;
- 3) apron area;
- 4) aerodrome restricted taxiing area.

A vehicle may enter/move around the AERODROME movement area on the condition that it has a valid vehicle pass, which grants the right to move around the aerodrome area specified in the vehicle pass, the vehicle is marked and equipped according to the Airport's traffic rules, and the driver holds the appropriate pass and a valid driver's license, which gives the right to drive the specific type of vehicle.

Price of the vehicle pass (excluding VAT):

To enter the administrative area - EUR 18.07;

To enter the technical area and/or critical area - EUR 83.98.

Upon receipt of a vehicle pass, the user shall submit a letter of guarantee issued by the company stating that the company guarantees that in the event of losing or not returning the pass, the company will pay the amount specified in the price list.

Car marking shall be done by the pass requester at its own expense in accordance with the Road Traffic Rules at Riga International Airport.

In order to be able to drive a vehicle along the apron, a person shall have an appropriate and valid driver's license issued by the Airport. In order to obtain it, the requester shall acquire the course "Road Traffic Rules at Riga International Airport/PD0522P" at the Airport Training Centre.

The price for the course "Road Traffic Rules at Riga International Airport/PD0522P" (price includes driver's license valid at the Airport, the price is indicated in EUR excluding VAT):

Name of the training course:	Course code	Conditions		Price, EUR (without VAT)
Initial Training in Road Traffic Rules at SJSC Riga International Airport	PD 0522 P	per trainee	Number of trainees in the group (from 1 to 2)	<b>1 577.00</b>
		per trainee	Number of trainees in the group (from 3 to 5)	<b>536.00</b>
		per trainee	Number of trainees in the group (from 6 to 10)	<b>276.00</b>

		per trainee	Number of trainees in the group (from 11 to 15)	<b>158.00</b>
		per trainee	Number of trainees in the group (from 16 to 20 or more)	<b>144.00</b>
Road Traffic Rules at SJSC Riga International Airport - recurrent training	PD 0522 P	per trainee	Number of trainees in the group (from 1 to 2)	<b>649.00</b>
		per trainee	Number of trainees in the group (from 3 to 5)	<b>222.00</b>
		per trainee	Number of trainees in the group (from 6 to 10)	<b>116.00</b>
		per trainee	Number of trainees in the group (from 11 to 15)	<b>67.00</b>
		per trainee	Number of trainees in the group (from 16 to 20 or more)	<b>49.00</b>

Recurrent training of persons shall be carried at least once every 2 years (starting from 01.01.2018), paying repeatedly the tuition fee (in accordance with the pricelist). Recurrent vehicle pass price (per person) for entry into the technical area and/or critical area is EUR 83.98 (excluding VAT).

Long-term vehicle pass: valid for 5 years or as provided for in the contract. A vehicle pass is made with the useful life of 5 (five) years, but it is activated for 1 calendar year.

**Visitor's vehicle pass:** intended for vehicles to enter and move around the Airport technical area, as well as to enter the critical area of the Airport, where it shall be constantly accompanied by an Airport's authorised escorter. Escorting is a chargeable service.

Visitor's vehicle passes are issued free of charge.

Price for a single escorting time (excluding VAT): EUR 24.79

Visitor's vehicle pass: valid up to 24 hours.

### **Staff and Vehicle Pass Regime**

Passes shall be issued only in cases where there are reasoned grounds for entry into the airside or the person is required to be at his/her workplace in the landside area of the terminal.

Only those service providers who have entered into a contract with the Airport that provides the basis for entering the Airport territory have the right to apply for a pass.

After concluding the contract and before commencing work in the airside area, and before sending an application for individual and/or vehicle passes, the Analytical Unit of the

Airport's Security Department shall be contacted sending the information on the contract concluded to the following e-mail address: [caurlaides@riga-airport.com](mailto:caurlaides@riga-airport.com) .

Companies, institutions, business partners, who have the right to apply for a pass, shall appoint one or several employees of their company/institution who are authorised to handle issues related to requesting, issue, withdrawal, cancellation and blocking of passes and who are responsible for control of aviation security requirements in their company. The list of authorised employees shall be submitted to the Analytical Unit (AU), and the AU shall be immediately informed of any changes in the list.

The completed pass application forms in the approved format shall be submitted to the AU by the applicant electronically to the e-mail address: [caurlaides@riga-airport.com](mailto:caurlaides@riga-airport.com). These applications shall be submitted within 5 (five) working days from the day of the conclusion of the procurement contract and before the access of the said persons, vehicles or tools to the Airport territory.

The employer shall send correctly completed training application forms to the Airport's Training Centre electronically to the e-mail address: [mc@riga-airport.com](mailto:mc@riga-airport.com) no later than 5 working days before the start of the training course. The employee will be admitted to the course by presenting a personal identification document.

Only persons holding an endorsement of the Airport's Analytical Unit shall be admitted to the training course **Aviation Security Training at Riga International Airport**.

Passes are issued at Riga Airport Pass Office. Persons with Airport visitor's passes shall carry along a personal identification document at all times.

While in the Airport territory, individual passes shall be placed in a well-visible place above the clothing. Passes shall not be handed over to other persons. Losing a pass is subject to a fine.

In case a pass is lost:

- Vehicle pass EUR 18.07 (excluding VAT);
- Long-term, temporary or visitor's pass - EUR 17.50 (excluding VAT).

The above information on the passes of SJSC Riga International Airport (pricelist) is of informative nature.

SJSC Riga International Airport reserves the right to make changes in the procedure for applying for training courses and issuance of passes and the pricelist.

### **LIST OF ADMINISTRATIVE VIOLATIONS**

**Section 46** Illegal actions with narcotic, psychotropic, new psychoactive substances and precursors - **parts one and four**.

**Section 116<sup>1</sup>** Staying on board (except recreational crafts) under the influence of alcohol, narcotic, psychotropic, toxic or other intoxicating substances.

**Section 117<sup>7</sup>** Navigation of recreational craft under the influence of alcohol or narcotic or other intoxicating substances.

**Section 117<sup>8</sup>** Offences of pilots of recreational craft in special cases - **parts three and four**.

**Section 149<sup>5</sup>** Violation of the Traffic Control Rules - **parts four and five**.

**Section 149<sup>15</sup>** Driving of a vehicle under the influence of alcohol or narcotic or other intoxicating substances.

**Section 167** Petty hooliganism.

**Section 171** Use of alcoholic beverages or other intoxicating substances in public places and presence in public places in an intoxicated state.

**Section 171<sup>1</sup>** Use of alcoholic beverages or other intoxicating substances in public places and presence in public places in an intoxicated state, if committed by a minor.

**Section 175** Intentional non-compliance with a police officer's, Border Guard's or National Guard's lawful order or requirement.

**Section 181** Violation of the Procedures for the Circulation of Weapons, Munitions, Special Devices and Pyrotechnic Products.

**Section 181<sup>1</sup>** Offence of the persons involved in the circulation of weapons in special cases.

**Section 183** Violation of the Procedures for the Commercial Circulation of Weapons, Munitions, Special Explosive Devices and Pyrotechnic Products.

**Section 183<sup>3</sup>** Failure to fulfil the set requirements during the term of the permission or the special permission (licence).