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| APPROVED Procurement Commission meeting of 04.12.2019 Minutes No. 1 |

# RULES

**for the open tender**

 Provision of Municipal Waste Management Services in the Riga City Administrative Area

**Identification No. RD DMV 2019/44**

1. **General information**
	1. The Customer: Riga City Council

Registration No.: 90011524360

Registered address: Rātslaukums 1, Riga

RCC institution: Housing and Environment Department

Address of the RCC institution: Brīvības iela 49/53, Riga, LV-1010

## Phone +371 67012453

## Fax +371 67012471

* 1. Contacts:
		1. Karlīna Skalberga, Head of the Financial Planning and Procurement Division of the Housing and Environment Department Finance and Administration Authority (phone: 67012536, mobile phone: +371 25672491, email address: karlina.skalberga@riga.lv);
		2. Gints Brunovskis, Chief Specialist of the Environment Monitoring Division of the Housing and Environment Department Environment Authority (phone: +371 67037364, email address: gints.brunovskis@riga.lv).
	2. Availability of the open tender documentation:

Documentation of the open tender can be obtained from the Housing and Environment Department at Brivības iela 49/53, Riga, 5th floor, Room 503 on Mondays from 8:30 am to 6:00 pm, on Tuesdays, Wednesdays and Thursdays from 8:30 am to 5:00 pm and on Fridays from 8:30 am to 4:00 pm.

Procurement documentation in electronic form is available on the purchaser's profile in the Electronic Procurement System [[[1]](#footnote-1)www.eis.gov.lv.](http://www.eis.gov.lv)

* 1. Open tender identification No.: RD DMV 2019/44.
	2. Choice of procurement procedure and CPV code:

The procurement is organised in accordance with Paragraph 1 of Part One of Section 8 of the Public Procurement Law.

CPV code - 90511000-2.

* 1. The numbering and paragraph references in the Rules are for information purposes only; any inaccuracy or incorrect reference must be read in conjunction with the text and requirements of the Rules.
	2. The Customer is not responsible for any consequences that may arise in the event of amendment of the currently valid waste management laws and regulations during the procurement procedure or the service performance period, or if any new laws and regulations are issued during the relevant period that would provide for different or additional duties and obligations for persons involved in the waste management service. Irrespective of the nature of amendments to the laws and regulations and substance of changes in the rights and duties of the parties involved, within the performance of the service, the service provider is obliged to act in accordance with the laws and regulations in force during the relevant period by performing the obligations under the procurement agreement as to their merits to the maximum extent possible. The information specified in the Rules (data, obligations, duties of the service provider, etc.) shall not be considered as giving the service provider the confidence that the relevant information remains unchanged during the procurement procedure or the period of performance of the service. Any risks associated with the provision of the municipal waste management service, including the demand and technological risks, shall be borne by the service provider.
1. **Information about the subject of the procurement**

**2.1.** Subject of the procurement:

Provision of municipal waste management services in the Riga City administrative area.

**2.2.** Procurement documentation to be issued to the candidates:

Rules – 13 pages;

Annexes:

1. Annex 1, Technical specifications - 13 pages;
2. Annex 2, Form of the application/financial offer – 2 pages;
3. Annex 3, Offer security - 1 page;
4. Annex 4, Subcontractor's certification - 1 page;
5. Annex 5, Curriculum vitae (CV) and proof of availability for professionals - 1 page;
6. Annex 6, Unconditional guarantee of performance of the agreement by a bank or insurance company - 1 page;
7. Annex 7, Draft agreement – 21 pages.

**2.3.** Expected procurement volume:

According to the Technical Specifications (Annex 1).

**2.4.** Estimated period of performance of the agreement:

7 (seven) years from the date of entry into force of the agreement (performance of the agreement to its full extent shall be commenced no later than 3 (three) months after entry into force of the agreement entered into by the customer with a merchant selected in the procedure specified by Part One of Section 18 of the Waste Management Law) or until the final decision of the Competition Council, if it is recognised that the Concession Agreement entered into on 14 June 2019 with JSC Tīrīga is valid and JSC Tīrīga is entitled to continue concluding agreements with the population and to commence provision of the service, providing for a transitional period of up to 3 (three) months.

**2.5.** Draft agreement:

The draft agreement of the open tender is attached to the Rules in Annex 7. Only minor amendments to the agreement can be made before it is entered into.

1. **Information about the offer:**

**3.1.** The deadline for submitting the offers:

By 13.00 on 16 January 2020.

**3.2.** The place for submitting the offers:

In the e-tendering subsystem of the Electronic Procurement System.

**3.3.** Requirements for the presentation of the offer:

3.3.1. The offer shall must be submitted electronically in the e-tendering subsystem of the Electronic Procurement System, subject to the following options available to the Candidate:

3.3.1.1. by using the tools provided by the e-tendering subsystem of the Electronic Procurement System and filling in the forms contained in the e-tendering subsystem of the above system, in the section of this procurement;

3.3.1.2. by preparing the documents that should be filled in electronically outside the e-tendering subsystem of the Electronic Procurement System and uploading the completed PDF forms to the relevant sites of the system, including with files integrated in the form (in this case the candidate is responsible for the compliance of the forms to be filled in with the requirements for the documentation and samples of the forms);

3.3.1.3. by encrypting the offer prepared electronically (in PDF form) outside the e-tendering subsystem of the Electronic Procurement System by data protection tools offered by a third party and protecting it with an electronic key and password (in this case the Candidate is responsible for the compliance of the forms to be filled in with the requirements of the documentation and samples of the forms, as well as the possibilities of opening and reading the document).

3.3.2. Upon preparation of the offer, the Candidate shall consider that:

3.3.2.1. The application form, technical and financial offers must be completed electronically in a separate electronic document with Microsoft Office 2010 (or later software version) tools, in a readable format;

3.3.2.2. The Candidate is entitled to submit the documents in electronic form by signing, at its own discretion, with the electronic signature offered by the Electronic Procurement System or by signing with a secure electronic signature.

3.3.3. the offer shall be prepared in the official language. If the offer features attached any documents in another language, a certified translation into Latvian shall be attached thereto. Documents shall comply with the attached table of contents and shall be certified by the candidate and approved by the company's seal and signed by the head of the company or person that has been authorised by the company (Power of Attorney shall be attached).

3.3.4. The offer shall be prepared subject to: Law on the Legal Force of Documents, Cabinet Regulation No. 558 of 07.09.2018 “Procedure for the Drawing Up and Execution of Documents” and Document Legalisation Law.

3.3.5. By submitting the offer, the Candidate has accepted all the terms and conditions of the Rules and assumes full responsibility for the truthfulness of the information provided.

3.3.6. The Candidate shall cover, at its expense, all costs related to the preparation and submission of the offer to the Customer.

3.3.7. All prices offered shall be specified in euros (EUR), excluding value added tax (VAT).

3.3.8. The offer shall be prepared in such a way that the operation of the e-tendering subsystem of the Electronic Procurement System is not endangered in any way and the access to information contained in the offer is not restricted, including that the offer shall not contain computer viruses and other harmful software or the producers of such, or, if the offer is encrypted, the Candidate shall provide a valid electronic key and password to open the encrypted document during the specified period (no later than within 15 minutes after the opening of the offers is started).

If the offer contains any of the risks specified in this Paragraph, it will not be considered.

3.3.9. The Candidate is not allowed to change the structure of the forms published in the e-tendering subsystem of the Electronic Procurement System, including deleting or adding any rows or columns.

3.3.10. Association of suppliers

3.3.10.1. If the offer is submitted by an association of suppliers, the offer documents shall be signed in accordance with the terms of the mutual agreement between the suppliers;

3.3.10.2. the offer shall additionally specify a person representing the association of suppliers or the partnership concerned in the tender, as well as the allocation of responsibility of each person;

3.3.10.3. The Candidate shall submit selection documents about each member of the association. Each member of the association shall be subject to Paragraph 4.3 of the Rules, but the requirements set forth in the other Paragraphs of the Rules shall be complied with by the association of suppliers as a whole, taking into account its obligations in the performance of the eventual agreement;

3.3.10.4. The offer shall feature an attached agreement regarding the submission of a joint offer signed by all the members of the association. The agreement document shall specify the share of the agreement, the rights and obligations of each member of the association at the time of submission of the offer and with respect to the possible entry into the agreement;

3.3.10.5. in the event of acquisition of the right to enter into the procurement agreement, prior to entering into the procurement agreement it shall be obliged to form a legal status of its own choice or enter into a company agreement by agreeing on the distribution of responsibility of members of the association, within 15 (fifteen) days after the expiry of the waiting period discussed in Part Six of Section 60 of the Public Procurement Law when the decision of the Procurement Commission to award the agreement has become unappealable.

3.3.11. Information about splitting the subject of the procurement into lots:

3.3.11.1. The subject of the procurement is divided into 3 (three) individual lots:

**Lot 1 - Waste management services within the administrative area of Riga City Austrumu Executive Directorate (Central District and Latgale Suburb);**

**Lot 2 - Waste management services within the administrative area of Riga City Pārdaugava Executive Directorate (Kurzeme District);**

**Lot 3 - Waste management services within the administrative area of Riga City Pārdaugava Executive Directorate (Zemgale Suburb);**

**Lot 4 - Waste management services within the administrative area of Riga City Ziemeļu Executive Directorate (Ziemeļu District and Vidzeme Suburb).**

3.3.12. Each Candidate **is entitled to submit the offer for one, several or all lots**, however, in order to reduce the risk of one supplier obtaining the service provision, the Candidate may acquire the right to enter into the agreement for **not more than 3** (three) lot of the subject of procurement.

3.3.13. If due to objective reasons, the procurement agreement cannot be entered into by the deadline specified in Paragraph 3.4, the Customer may request in writing to extend the validity period of the offer. If the candidate agrees to extend the validity period of the offer, the Customer shall be notified in writing.

3.3.14. The candidate shall submit the offer security **with a** secure electronic signature and time stamp **of the credit institution or the insurance company separately for each lot of the procurement.**

3.3.15. If the Customer has notified the candidates of the extension of the validity period of the offers and if the Candidate agrees to extend the validity period of the offer, the offer security shall be valid until the extension of the period determined in accordance with Paragraph 3.3.13.

3.4. Term of validity of the offer:

**6 (six)** calendar months after the deadline for submission of the offers.

1. **Documents to be provided**
	1. **Terms used**:

Zone - a municipal waste management area where waste management services are provided by a waste manager selected in the procedure of Part One of Section 18 of the Waste Management Law;

Region - in accordance with the 25 June 2013 Cabinet Regulation No. 337 "Regulations on Waste Management Regions", means the part of the administrative territory of the state, the management of waste generated wherein it is carried out in accordance with waste management laws and regulations and the non-recyclable municipal waste generated wherein it is disposed of in a regional landfill for municipal waste.

* 1. **Candidate selection documents** (for foreign merchants in accordance with the requirements of the laws and regulations of the country concerned):
		1. Form of the application/financial offer (Annex 2);
		2. If the Candidate relies on the capabilities of subcontractors in the performance of the work, the Candidate shall specify all subcontractors, the value of services provided by which is 10% or more of the total value of the procurement agreement, and subcontractors of subcontractors, and the portion of the agreement to be transferred for performance by each such subcontractor, the services provided, and shall attach the subcontractor's certification according to the template (Annex 4).

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| Name of the subcontractor | Contact information | Portion of the work to be performed |
| Work name - short description of services provided by subcontractors | % of the total value of the procurement agreement |
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* + 1. **The Candidate shall submit a certification issued by a competent authority (Register of Enterprises of the Republic of Latvia) regarding the composition of the Board/Council as well as confirmation of the Candidate that the information is up-to-date** (if a subcontractor or a person, on the capabilities of which the Candidate relies, is involved, then the above certification shall also be submitted by each subcontractor and each person involved, on the capabilities of which the Candidate relies).
		2. Original offer security in the form of a guarantee by a credit institution or insurance company in the amount of **EUR 15,000.00** (fifteen thousand euros 00 cents) excluding VAT, **in lots 1 und 4** for each lot of procurement separately and **EUR 7,500.00** (seven thousand five hundred euros 00 cents) excluding VAT, **in lots 2 und 3** for each lot of procurement separately, according to the sample in Annex 3.

The insurance policy will be considered as adequate offer security if the insurance premium is paid in full at the time of submission of the offer. Proof of payment of the insurance premium (for example, a payment order with the confirmation of the credit institution on the payment order) shall be submitted together with the insurance policy.

* + 1. A copy of the insurance policy regarding the third party liability insurance of the candidate in the amount of EUR 250,000 (two hundred and fifty thousand euros 00 cents) for each lot of the procurement (with proof of payment attached) or a letter of guarantee from the insurance company that, if the candidate will be awarded the agreement, prior to entering into the agreement there will be an agreement entered into regarding the third party liability insurance of the candidate in the amount of EUR 250,000 (two hundred and fifty thousand euros 00 cents) for each lot of the procurement (before entering into the agreement the candidate shall submit a copy of the insurance policy and proof of payment by presenting the original).
		2. The Candidate shall submit a copy of the permit issued by the State Environmental Service for the collection and transportation of municipal waste or shall submit confirmation that the Candidate meets the requirements specified to obtain a permit issued by the State Environmental Service for the collection and transportation of municipal waste; in the event of entering into the agreement a copy of the original permit will have to be submitted no later than within 1 (one) month after the agreement is entered into.
		3. The candidate has a developed, implemented and certified environmental management system in accordance with ISO 14001: 2015 or an equivalent standard and a certified quality management system in accordance with the ISO 9001: 2015 standard, which is certified by submitting copies of the certificates. Or equivalent certificates issued by authorities in other EU Member States, or other equivalent evidence of environmental and quality management systems in the company by attaching copies of the relevant documents.
		4. The Candidate shall submit a copy of the licence issued by the Road Transport Administration, a permit for commercial freight transportation in the territory of Latvia, or shall submit a certification that the Candidate meets the requirements specified to receive the special permit (licence) issued by the Road Transport Administration for commercial freight transportation in the territory of Latvia; in the event of entering into the agreement a copy of the original licence will have to be submitted no later than within 1 (one) month after the agreement is entered into.
		5. The Candidate shall submit a copy of the permit issued by the Health Inspectorate of the Ministry of Health of the Republic of Latvia certifying that the Candidate is registered with the Health Inspectorate Disinfection, Disinsectisation and Deratisation Service Provider Register to perform container washing and disinfection, or shall submit confirmation by the candidate that the candidate meets the requirements to be registered in the Disinfection, Disinsectisation and Deratisation Service Provider Register of the Health Inspectorate to perform container washing and disinfection ; in the event of entering into the agreement a copy of the original permit will have to be submitted no later than within 1 (one) month after the agreement is entered into.
		6. The Candidate shall submit a certification from the landfill or recycler that has disposed of or recycled waste certifying that the Candidate has delivered for disposal or recycling, at least 50,000 (fifty thousand) tonnes of municipal waste collected within one waste management region during the period of three years prior to the submission of the application.
		7. The Candidate shall submit a certification from the recycler that has performed recycling or regeneration certifying that during the period of three years prior to the submission of the application the Candidate has collected separated waste and has directly or indirectly transferred such for recycling or regeneration in the amount of at least 10,000 (ten thousand) tonnes. For the purposes of this paragraph, paper, polymer, glass waste shall be considered as separated waste. All three types of materials must be delivered for recycling and the amount of material transferred must be at least 10,000 (ten thousand) tonnes.
		8. The Candidate shall submit certification from the recycler that has performed recycling of biodegradable waste or a positive reference from at least one municipality certifying that during the period of three years prior to the submission of the application the Candidate has separately collected biodegradable waste, including from households, and transferred such for recycling.
		9. The Candidate shall certify that it has experience in providing a **municipal waste management service for at least three continuous years in one town with at least 50,000 residents**, for no more than 3 (*three*) previous years, specifying the Client, work performed, location of performance, time and name, surname and phone number of the contact person.

The information shall have attached at least **one** reference or recommendation (original or a copy certified by the candidate) from the municipality regarding the work performed. Reference or recommendation should be provided regarding the services provided as specified in the above information about experience.

* + 1. The candidate shall demonstrate that it has experience in the **development and management of new separated municipal waste collection points for at least three years on average:**

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| Procurement **Lot 1** | 150 pcs |
| Procurement **Lot 2** | 100 pcs  |
| Procurement **Lot 3** | 75 pcs |
| Procurement **Lot 4** | 200 pcs |

**in separated municipal waste collection points (according to the definition of the separated municipal waste collection point specified in the laws and regulations regarding waste collection and sorting places) each year**, for no more than 3 (*three*) previous years, specifying the Customer, the number of points created and managed, work performed, location of performance, time and name, surname and phone number of the contact person.

The information shall have attached at least **one** reference or recommendation (original or a copy certified by the candidate) from third parties regarding the work performed for direct customers. Reference or recommendation should be provided regarding the services provided as specified in the above information about experience.

* + 1. The Candidate shall certify that it has experience in introducing and providing a **waste management service in at least one municipal waste management area by using specialised, marked, separately collected municipal waste bags or sacks**, for no more than 3 (*three*) previous years, specifying the Client, work performed, volume in m3, location of performance, time and name, surname and phone number of the contact person.

The information shall have attached at least **one** reference or recommendation (original or a copy certified by the candidate) from the municipality regarding the work performed. Reference or recommendation should be provided regarding the services provided as specified in the above information about experience.

* + 1. The Candidate for **procurement lot 1 - Waste management services within the administrative area of Riga City Austrumu Executive Directorate (Central District and Latgale Suburb)** shall certify that it has experience in **the provision of waste management services, using specialised marked rubbish bags or sacks and electronically readable devices for the identification of clients,** for no more than 3 (*three*) previous years, specifying the Client, work performed, location of performance, time, volume in m3 and name, surname and phone number of the contact person.

The information shall have attached at least **three** references or recommendations (original or a copy certified by the candidate) from the clients continuously serviced for at least one year. References or recommendations should be provided regarding the services provided as specified in the above information about experience.

* + 1. Attached Curriculum vitae (CV) of the specialist responsible for organising the waste management system with a certificate of availability according to the template (Annex 5);

Provided the specialist has experience in at least 1 (one) municipal waste management area where the volume of municipal waste collected is at least 10,000 tonnes per annum.

* + 1. A copy of the professional competency certificate of the specialist responsible for cargo road transportation with attached Curriculum vitae (CV) and certificate of availability according to the template (Annex 5).
		2. The Candidate shall certify the requirements for financial qualification with the information:
			1. about the total turnover of the Candidate for the previous three (2016, 2017, 2018) years (or the previous three audited and approved annual report years), which must be at least **EUR 2,000,000.00** (two million euros and 00 cents) per annum, by attaching a statement certified by the candidate regarding the financial turnover of the candidate and also specifying the information in paragraph **3.2** of Annex 2.

If the period of commercial activity of the Candidate is shorter, the average total financial turnover shall be calculated proportionally, from the moment of commencement of commercial activity;

* + - 1. about the liquidity ratio = (current assets/current liabilities) of the Candidate for 2018, which, according to the data of the last balance sheet of the financial year attached to the annual report audited and approved by a sworn auditor by the deadlines set forth in laws and regulations, shall be not less than 1.1 (one point one). The information shall be specified in **Paragraph 3.3** of Annex 2;
			2. The Candidate shall prove its compliance with the requirements of Paragraphs 4.1.20.1 and 4.1.20.2 by attaching a copy of the profit and loss statement and balance sheet of the audited and approved annual report of the relevant year to the information.
		1. Pursuant to Section 49 of the Public Procurement Law, the Candidate shall accept the European Single Procurement Document as initial evidence of compliance with the candidate selection requirements set forth in the notification about the agreement or the procurement procedure documents. If the supplier has opted to submit the European Single Procurement Document to confirm its compliance with the candidate selection requirements set forth in the notification about the agreement or the procurement procedure documents, it shall also submit such documents about each person on whose capabilities it relies to confirm its compliance with the qualification requirements set forth in the notification about the agreement or the procurement procedure documents, and about the subcontractor specified by it, the value of services provided by which is at least 10 percent of the value of the procurement agreement. An association of suppliers shall submit a separate European Single Procurement Document about each of its participants.

Sample forms of the European Single Procurement Document are determined by the European Commission [Implementing Regulation 2016/7](http://eur-lex.europa.eu/legal-content/LV/TXT/PDF/?uri=CELEX:32016R0007&from=LV) of 5 January 2016 *establishing the standard form for the European Single Procurement Document (document with EEA relevance)* (Annex 2 of the Regulation). **Annexes to the Regulation are available** [*in Word* document](http://www.iub.gov.lv/sites/default/files/upload/1_LV_annexe_acte_autonome_part1_v4.doc)  format on the website of the Procurement Monitoring Bureau, as well as for the customer to fill in section I, on the website of [the European Commission](https://ec.europa.eu/growth/tools-databases/espd).

At any stage of the procurement procedure the Customer is entitled to require the candidate to submit all or part of the documents certifying compliance with the requirements for the selection of candidates set forth in the notification about the agreement or the procurement procedure documents. The Customer shall not require documents and information that is in its possession or available from public databases.

* 1. Exclusion and evaluation of Candidates:
		1. The Customer shall exclude the Candidate from participation in the procurement procedure in accordance with Part One of Section 42 of the Public Procurement Law.
		2. Cases of exclusion of Candidates will be examined in the procedure set forth in [Section 42](https://likumi.lv/ta/id/287760-publisko-iepirkumu-likums#p42) of the [Public Procurement Law](https://likumi.lv/ta/id/287760-publisko-iepirkumu-likums).
		3. The conditions for exclusion and exclusion events shall also apply to the subcontractor specified by the candidate, the value of services provided by which is at least 10 percent of the total value of the public service contract, as well as to the person specified by the candidate, on the capabilities of which the candidate relies to certify that its qualifications meet the requirements set forth in the notification about the agreement or the procurement procedure documents.
		4. The Customer is entitled to exclude the Candidate from participation in the procurement in accordance with Part Two of Section 42 of the Public Procurement Law if the Candidate (as a contracting party or shareholder or partner of a contracting party if the contracting party was a supplier association or partnership) has failed to perform the agreement with the Customer (Riga City Council Housing and Environment Department) or the general agreement, and therefore the Customer has exercised the right to unilaterally withdraw from the procurement agreement provided or the general agreement as provided by the procurement agreement provided or the general agreement.
		5. The Customer shall exclude the Candidate from participation in the procurement procedure in accordance with Section 11.1 of the Law on International Sanctions and National Sanctions of the Republic of Latvia.
1. **Technical offer:**
	1. Cost calculations developed in accordance with the Technical Specifications (Annex 1) for the management of 1 m3 of unsorted municipal waste and 1 m3 of biodegradable waste in accordance with Annex 1 of the Technical Specifications.
	2. The Candidate shall provide a description of how the collection of biodegradable waste will be ensured.

5.3. The Candidate shall provide information on any specialised vehicles owned, possessed or operated by the Candidate that meet at least the EURO 5 standard and will be used to provide the services specified in the Technical Specifications. Their number must correspond to **Paragraph 2.8.1 of the Technical Specifications.** If the Candidate submits the offers for several lots of the procurement, the Candidate may offer one vehicle only for one lot of the procurement.

The information shall be provided in accordance with the table below:

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| **No.** | **Specialised machinery** | **Number of vehicles**  | **Vehicle characteristics according to the requirements of Paragraph 2.8.1 of the TS** | **Vehicle registration certificate No.1** | **Indicate whether the vehicle is owned, possessed or operated by the candidate** | **Specify what EURO standard the vehicle conforms to**  |
| **1.** | **2.** | **3.** | **4.** | **5.** | **6.** | **7.** |
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**1** **- If the vehicle is owned, possessed or operated, attach a copy of the vehicle registration certificate or a copy of the rental agreement, agreement, letter of intent or other document certifying that the vehicle is or will be owned, possessed or operated by the candidate at the moment of commencing performance of the agreement.**

1. **Financial offer:**
	1. The Financial Offer shall be submitted in accordance with the Application/Financial Offer form (Annex 2).
	2. All costs in the Financial Offer shall be specified in euros (EUR).
	3. Submission of optional offers is not allowed.
2. **The following reinforcement of obligations shall be submitted to secure performance of the agreement**

7.1. An irrevocable unconditional guarantee of a credit institution or insurance company as security for performance of the agreement for each lot of the procurement separately in the amount of 5% of the volume of unsorted municipal waste in 2018 for the relevant lot (subparagraph one of Paragraphs 1.2.2.4, 2.3.4, 2.4.4. and 2.5.4 of the Annex to the Rules) x the price offered for the management of 1 m3 of unsorted municipal waste under the relevant lot, in accordance with the sample in Annex 6.

The Contractor shall submit the Agreement performance security no later than within 10 (ten) business days after entering into the Agreement. In the event that this obligation is not performed, the Customer will be entitled to require the offer security referred to in Paragraph 4.2.4 of the open tender rules for a failure to perform this obligation.

1. **Conditions for the exchange of information**
	1. During the procurement, the exchange of information between the Customer and the Candidates shall be ensured by the contact persons;
	2. If the Candidate has requested, in a timely manner, additional information on the requirements contained in the procurement documents with respect to the preparation and submission of the offers or selection of candidates, the Customer shall provide such within five business days, but no later than six days before the deadline for the submission of the offers. The prepared additional information shall be placed in the Electronic Procurement System of the State Regional Development Agency [www.eis.gov.lv](http://www.eis.gov.lv) where the procurement documents are available.
2. **Procedure of opening of the offers:**
	1. The offers will be opened in the Riga City Council Housing and Environment Department at Brīvības iela 49/53, Riga, hall on the 9th floor, on 16 January 2020 at 13:00. Before opening the offers, the composition of the Procurement Commission shall be announced to those present. The process of opening of the offers submitted can be followed online in the e-tendering subsystem of the Electronic Procurement System.
	2. If the Candidate has used encryption to protect the data of the offer (pursuant to Subparagraph 3.3.1.3 of the Rules), the candidate shall submit the Procurement Commission the electronic key with the password to open the encrypted document no later than 15 (fifteen) minutes after the deadline for submission of the offer.
	3. The candidates present and their authorised representatives shall register on the list specifying the candidate's name and the name, surname of the representative.
	4. The Commission shall read the list of candidates by stating the time of submission.
	5. After reading the list of candidates, the commission shall open the offers in the order they were submitted.
	6. The Commission shall name the candidate, the proposed price excluding VAT, the number of vehicles owned, operated or possessed that comply with the EURO 6 standard for vehicles and the date of commencement of the separate collection of biodegradable waste.
	7. The progress of opening of the offers as well as all the details mentioned at the offer opening meeting will be recorded.
	8. When all offers have been opened, the offer opening meeting shall be adjourned.

1. **Offer examination and selection procedure**

The Procurement Commission (hereinafter the Commission) shall carry out the examination and selection of the offers in the following sequence:

* 1. The Commission shall verify the compliance of offers of the candidates with the requirements for presentation of the offer. Incompletely presented offers may be assessed as non-compliant and excluded from further evaluation.
	2. The Commission will select the offers of the candidates in accordance with the requirements set forth in Paragraph 4.2 of the Rules, **with the exception of those in Paragraph 4.2.3, which will only be evaluated regarding the candidate to whom the agreement should be awarded.** Offers that have not been prepared in accordance with all the requirements specified in the procurement documentation may be assessed as non-compliant and excluded from further evaluation.
	3. The Commission will examine offers of the candidates in accordance with the requirements specified in Paragraphs 5 of the Rules. Offers that have not been prepared in accordance with all the requirements specified in the procurement documentation may be assessed as non-compliant and excluded from further evaluation.
	4. The Commission will examine offers of the candidates in accordance with the requirements specified in Paragraph 6 of the Rules. Offers that have not been prepared in accordance with all the requirements specified in the procurement documentation may be assessed as non-compliant and excluded from further evaluation.
	5. Offers prepared in compliance with the requirements for presentation of the offer, candidate selection documents and the preparation of the technical and financial offer, will be evaluated against the offer selection criterion specified in the procurement and Paragraph 4.3 of the Rules.
	6. The Procurement Commission is only entitled to verify compliance of the qualifications of Candidates for the Candidates that should be awarded the procurement agreement.
	7. Before selecting the offers, the Commission shall check the offers for arithmetic errors (correction of errors shall be made on the assumption that the unit price has been specified correctly) or whether unreasonably cheap offers have been submitted.
1. **Offer selection criteria**

11.1. Selection criterion: the most economically advantageous offer;

11.2. The most economically advantageous offer will be determined on the basis of the following selection criteria and their numerical values (maximum total points possible: 100):

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Criteria** | **Score breakdown** | **Maximum numeric value**  |
| 1. | 1 m3 unsorted household waste management fee | Offer evaluation principle and calculation formula:the price of each offer for managing 1 m3 of unsorted municipal waste (C) shall be evaluated according to the formula:C = 65 x ZC / PC, whereC - evaluation of the offer price in points,ZC - lowest price of the offer (EUR excluding VAT),PC - price offered by the Candidate (EUR excluding VAT), | 65 |
| 2. | 1 m3 biodegradable waste management fee | Offer evaluation principle and calculation formula:the price of each offer for managing 1 m3 of biodegradable waste (C) shall be evaluated according to the formula:C = 15 x ZC / PC, whereC - evaluation of the offer price in points,ZC - lowest price of the offer (EUR excluding VAT),PC - price offered by the Candidate (EUR excluding VAT), | 15 |
| 3. | Provision of specialised machinery for the provision of the service | * Very good rating - maximum score of 15 - at least 30% of vehicles owned, operated or possessed by the candidate that will be used for the provision of the service immediately after the start of the service comply with the EURO 6 standard;
* score of 10 - at least 20% of vehicles owned, operated or possessed by the candidate that will be used for the provision of the service immediately after the start of the service comply with the EURO 6 standard;
* score of 5 - at least 10% of vehicles owned, operated or possessed by the candidate that will be used for the provision of the service immediately after the start of the service comply with the EURO 6 standard;
 | 15 |
| 4. | Provision for the possibility of the separate collection of biodegradable waste | If the candidate commits to introducing the option of separate collection of biodegradable waste immediately after the service commences, it shall be awarded 5 points. | 5 |
| **Total** |  | **100** |

**12. Determining the winner**

12.1. The procurement agreement for each lot of the procurement subject to perform the procurement subject will be awarded to the Candidate that has submitted the most economically advantageous offer meeting the requirements of the Rules, taking the following conditions into account:

12.1.1. If the offers of the same Candidate are considered to be the most economically advantageous offers in all parts of the procurement subject, the Commission shall determine that the Candidate shall be awarded the agreement in the three lots of the procurement with the highest score of all offers submitted by the respective Candidate. The agreement for the part of the procurement subject not awarded to the winning Candidate in accordance with this Paragraph shall be awarded to the Candidate, the offer of which is recognised as the next most economically advantageous one;

12.1.2. If offers of the same Candidate are considered to be the most economically advantageous offers in all lots of the procurement subject and for one of the lots of the procurement the offer of the respective Candidate is the only one, the Commission shall award the procurement agreement to the Candidate for the lot of the procurement where its offer is the only one, if it is not decided to terminate the procurement procedure for this lot of the procurement, but in the other lots of the procurement the agreement is awarded in accordance with the procedure set forth in Paragraph 12.1.1;

12.1.3. If two or more Candidates have the same score, the Commission shall consider the offer of the Candidate indicating the lowest unsorted municipal waste management fee per 1 m3 as the economically most advantageous, and that offer will be recognised as the winner which specifies the lowest unsorted municipal waste management fee per 1 m3;

12.1.4. If two or more Candidates have the same score and their fees for unsorted municipal waste management per 1 m3 are the same, the Commission will evaluate these offers according to the fee for the separate collection of biodegradable waste per 1 m3 and will recognise the offer specifying the lowest fee for the separate collection of biodegradable waste per 1 m3 as the winner;

12.1.5. If the offers of the same Candidate are to be recognised as the most economically advantageous offers in two or more, or all lots of the procurement and the number of points earned by the Candidate in two or more, or all lots of the procurement is equal, the Commission shall evaluate the offers of this Candidate according to the offered fee for the management of unsorted municipal waste management per 1 m3, and the Candidate will be declared the winner in the lots of the procurement that specify the lowest unsorted municipal waste management fee per 1 m3. The agreement for the lot or lots of the procurement not awarded to the winning Candidate in accordance with this Paragraph shall be awarded to the Candidate, the offer of which is recognised as the next most economically advantageous one in the lot of the procurement concerned;

12.1.6. If the offers of the same Candidate are to be recognised as the most economically advantageous offers in two or more, or all lots of the procurement and the number of points earned by the Candidate in two or more, or all lots of the procurement is equal and the offered fee for the management of unsorted municipal waste management per 1 m3 is equal, the Commission shall evaluate the offers of this Candidate according to the offered fee for the separate collection of biodegradable waste per 1 m3, and the Candidate will be declared the winner in the lots of the procurement that specify the lowest fee for the separate collection of biodegradable waste per 1 m3. The agreement for the lot or lots of the procurement not awarded to the winning Candidate in accordance with this Paragraph shall be awarded to the Candidate, the offer of which is recognised as the next most economically advantageous one in the lot of the procurement concerned.

|  |  |
| --- | --- |
| Chairman of the Commission | S. Ladigins |

Annex 1

TECHNICAL SPECIFICATIONS for lots 1, 2, 3 and 4 of the procurement

 Provision of municipal waste management services in the Riga City administrative area

**Identification No. RD DMV 2019/44**

**I DESCRIPTION OF THE SITUATION**

On 14 June 2019, based on the results of the tender with the selection of candidates “Selection of Private Partner for the Provision of Riga MWMS” (Concession Procedure Identification No. GEKO 2018/07/03), a Concession Agreement was entered into by and between the public partners Riga City Municipality (hereinafter the Customer) and SIA Getliņi EKO, on the first part, and a private partner established as a result of the concession procedure JSC Tīrīga (former name JSC Rīgas vides pakalpojumi), reg. No. 40203215318, registered address Vietalvas iela 5A, Riga, LV-1009.

On 18 July 2019, the Competition Council decided to initiate infringement case No. KL\2.2-5\\19\14 "Regarding violation of the prohibition of Article 102 of the Treaty on the Functioning of the European Union in the activities of SIA Getliņi EKO and Riga City Municipality" (hereinafter the Case).

While on 9 September 2019, the Competition Council adopted a resolution on suspending the Concession Agreement.

It is set forth in Part Four of Section 18 of the Waste Management Law that the municipality shall organise a public procurement or public-private partnership procedure for the management of municipal waste and construction waste produced in households within a certain zone in such a term so as to ensure the continuity of the provision of the management services of municipal waste and construction waste produced in households.

In turn, under Part Eight of that Section of the above Law, agreements on the collection, transport, reloading, sorting and storage of municipal waste which have been entered into by a waste producer or holder and a municipal waste manager that has not entered into a contract with the municipality, shall become invalid within three months from the day when the municipality has entered into an agreement with a municipal waste manager on the collection, transport, reloading, sorting and storage of municipal waste within its administrative territory.

With the decision of the Competition Council to suspend the Concession Agreement, the precondition for application of the negotiated procedure referred to in Paragraph 3 of Part Seven of Section 8 of the Public Procurement Law came into effect, namely, as a result of unforeseeable extraordinary circumstances Riga City Municipality is facing a situation where it is not possible to apply an open tender, closed tender or tender procedure with negotiation, and, considering that the merchants that provided municipal waste management services in Riga City lost their right to provide such services on 14 September 2019, Riga City Municipality approached the Ministry of Environmental Protection and Regional Development (hereinafter MEPRD) requesting the government to declare a state of emergency, within which negotiated procedures could result in agreement with the existing waste management companies on continuation of the work by entering into a new agreement. In the case of a state of emergency, it would not be necessary for waste producers to enter into new agreements as required by the Waste Management Law.

On 12 September 2019, the Cabinet of Ministers issues its order No. 432 (minutes No. 40 § 1) “On declaring a state of emergency in the administrative territory of Riga City” (hereinafter the Order). Based on the requirements of the issued Order, a negotiated procedure was concluded, which resulted in the agreement that three out of the four waste managers continue their work, whereas in a separate negotiated procedure it was agreed that two waste managers would divide the clients of the waste manager not providing the service between themselves; one shall take over the legal entities, the other the individuals.

**II REQUIREMENTS FOR THE PERFORMANCE OF WORKS IN THE PROCUREMENT**

**2.1. DESCRIPTION OF THE CURRENT SITUATION** **- Riga City administrative territory**

2.1.1. The area of the Riga City administrative territory is 307 km2.

* + 1. Number of population 696,986.
		2. Population density - 2,293 people per km2.
		3. Information on the number of population in the territory of Riga City by type of occupied traditional dwellings (data of 2017):

|  |  |  |
| --- | --- | --- |
| **Building type ID** | **Name of the type of building** | **Quantity** |
| 1110 | Single apartment houses | 37110 |
| 1121 | Two apartment houses | 8843 |
| 1122 | Three or more apartment houses | 620816 |
| 1130 | Dwellings of different social groups | 4614 |
| 9999 | Other or unknown | 33076 |

* + 1. Information on the number of legal entities in the municipality and their area of activity (data of 2017):

 **Structural units Companies without structural units TOTAL**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 1 | Agriculture, forestry and fishery | 126 | 243 | 369 |
| 2 | Mining and quarrying | 28 | 33 | 61 |
| 3 | Processing industry | 2475 | 1542 | 4017 |
| 4 | Electricity, gas, steam and air conditioning supply | 81 | 70 | 151 |
| 5 | Water supply; sewerage, waste management and remediation activities | 105 | 62 | 167 |
| 6 | Construction | 1129 | 2650 | 3779 |
| 7 | Wholesale and retail; repair of motor vehicles and motorcycles | 12568 | 4071 | 16639 |
| 8 | Transport and storage | 1789 | 1869 | 3658 |
| 9 | Accommodation and catering services | 1844 | 323 | 2167 |
| 10 | Information and communication services | 961 | 2456 | 3417 |
| 11 | Financial and insurance activities | 414 | 549 | 963 |
| 12 | Real estate activities | 1529 | 3198 | 4727 |
| 13 | Professional, scientific and technical services | 1953 | 5807 | 7760 |
| 14 | Operation of administrative and support services | 947 | 2068 | 3015 |
| 15 | Public administration and defence; mandatory social insurance | 21 | 12 | 33 |
| 16 | Education | 447 | 461 | 908 |
| 17 | Health and social care | 623 | 391 | 1014 |
| 18 | Arts, entertainment and recreation | 563 | 747 | 1310 |
| 19 | Other services | 1280 | 748 | 2028 |
| 20 | Activities of households as employers; production of general consumption products and provision of services in individual households | 3 | 8 | 11 |

 21 Activities of extraterritorial organisations and bodies

* + 1. Total amount of waste generated in Riga City in 2018 (m3) by producer:
		2. Types and total quantity of waste generated by individuals:
* Unsorted municipal waste - 887,229 m3;
* Amount of sorted waste in m3:
	+ - Paper - 47,314 m3;
		- Plastic – 28,784 m3;
		- Glass – 13,113 m3.
		1. Types and total quantity of waste generated by legal entities:
* Unsorted municipal waste - 1,714,556 m3;
* Amount of sorted waste in m3:
	+ - Paper - 205,594 m3;
		- Plastic – 75,578 m3;
		- Glass – 20,366 m3.
		1. Total amount of unsorted municipal waste collected in Riga in 2018 was 2,601,785 m3.
		2. Total amount of sorted waste collected in Riga in 2018 was 390,749 m3.
		3. Total amount of large size waste collected in Riga in 2018 was 51,422 m3.
		4. About 35,000 containers are deployed in the administrative territory of Riga City:
* 18,000 – 0.24 m3;
* 8,000 – 0.66 – 0.77 m3;
* 9,000 – 1.1 m3;
	+ 1. Large size containers are also installed in individual parts of Riga.
		2. The total number of publicly available sorted municipal waste collection points is 474. See detailed information on municipal waste collection points on the website [www.atkritumi.lv](http://www.atkritumi.lv).
		3. Number of sorted waste sites: 2 - site of SIA Vides pakalpojumu grupa (from 2016 SIA Pilsētvides serviss) at Spilves iela 8E, site of SIA Clean R at Vietalvas iela 5.
		4. There are no biodegradable waste composting sites and transhipment sites in Riga City.
		5. Municipal waste management in the City of Riga is governed by the 29 November 2019 Riga City Council Binding Regulation No. 87 “On the Management of Municipal Waste in the City of Riga” (hereinafter Binding Regulation No. 87), which, inter alia:
			1. determines the current place and procedure for the transfer of large size waste and construction waste – Paragraphs 20 and 21 of Binding Regulation No. 87;
			2. The unsorted municipal waste collected in the administrative territory of the City of Riga is taken to a waste sorting plant located in the territory of Getliņi landfill site. After the waste has been prepared for disposal, waste that is not recoverable, recyclable or re-usable is then delivered for disposal at the Getliņi landfill. Waste that is not suitable for preparation for disposal or is not feasible for technical reasons is also disposed of. – Paragraph 4 of Binding Regulation No. 87;
			3. determines the minimum frequency of waste removal – Paragraph 8 of Binding Regulation No. 87.
		6. The total amount of municipal waste collected and removed may vary depending on the number of agreements concluded with clients, needs of the clients and other aspects.
	1. **DESCRIPTION OF THE CURRENT SITUATION FOR THE PROCUREMENT Lot 1 - Waste management services within the administrative area of Riga City Austrumu Executive Directorate (Central District and Latgale Suburb)**
		1. The area of the administrative territory is 53 km2.
		2. Number of population 208,737.
		3. Population density - 3,938 people per km2.
		4. Types and total quantity of waste generated by individuals and legal entities:
* Unsorted municipal waste - 827,390 m3;
* Large size waste - 18,391 m3;
* Waste collected separately - 130,830 m3.
	+ 1. About 10,500 containers are deployed in the administrative territory:
* 5,400 – 0.24 m3;
* 2,400 – 0.66 - 0.77 m3;
* 2,700 – 1.1 m3.
	+ 1. Large size containers are also installed in individual places in the administrative area.
	1. **DESCRIPTION OF THE CURRENT SITUATION FOR THE PROCUREMENT Lot 2 - Waste management services within the administrative area of Riga City Pārdaugava Executive Directorate (Kurzeme District)**
		1. The area of the administrative territory is 79 km2.
		2. Number of population 127, 574.
		3. Population density – 1, 614 people per km2.
		4. Types and total quantity of waste generated by individuals and legal entities:
* Unsorted municipal waste – 500, 561 m3;
* Large size waste – 12, 560 m3;
* Waste collected separately – 74, 172 m3.
	+ 1. About 6,400 containers are deployed in the administrative territory:
* 3 300 – 0.24 m3;
* 1 500 – 0,66 – 0,77 m3;
* 1 600 – 1,1 m3;
	+ 1. Large size containers are also installed in individual places in the administrative area.
	1. **DESCRIPTION OF THE CURRENT SITUATION FOR THE PROCUREMENT Lot 3 - Waste management services within the administrative area of Riga City Pārdaugava Executive Directorate (Zemgale Suburb)**
		1. The area of the administrative territory is 41 km2.
		2. Number of population 103, 212.
		3. Population density – 2, 517 people per km2.
		4. Types and total quantity of waste generated by individuals and legal entities:
* Unsorted municipal waste – 373, 894 m3;
* Large size waste – 6, 372 m3;
* Waste collected separately – 63, 047 m3.
	+ 1. About 5, 100 containers are deployed in the administrative territory:
* 2 700 – 0.24 m3;
* 1 100 – 0,66 – 0,77 m3;
* 1 300 – 1,1 m3;
	+ 1. Large size containers are also installed in individual places in the administrative area.
	1. **DESCRIPTION OF THE CURRENT SITUATION FOR THE PROCUREMENT Lot 4 - Waste management services** **within the administrative area of Riga City Ziemeļu Executive Directorate (Ziemeļu District and Vidzeme Suburb)**
		1. The area of the administrative territory is 134 km2.
		2. Number of population 257,463.
		3. Population density - 1,923 people per km2.
		4. Types and total quantity of waste generated by individuals and legal entities:
* Unsorted municipal waste - 899,306 m3;
* Large size waste - 14,100 m3;
* Waste collected separately - 122,699 m3.
	+ 1. About 13,000 containers are deployed in the administrative territory:
* 6,700 – 0.24 m3;
* 3,000 – 0.66 – 0.77 m3;
* 3,300 – 1.1 m3.
	+ 1. Large size containers are also installed in individual places in the administrative area.
	1. **GENERAL REQUIREMENTS**
		1. According to the applicable binding EU directives and amendments to the directives, the targets to be achieved in the waste management sector are defined for the period up to 2030; an additional 5-year term is provided to Latvia for performance (granting additional term is not guaranteed), thus determining that individual targets should be reached no later than in 2035:
			1. To reduce the amount of biodegradable waste to be disposed of to 35% of the amount of biodegradable waste disposed of in 1995 - 16 July 2020;
			2. To increase the volume of municipal waste prepared and recycled for reuse by at least 55% of its mass by 2025;
			3. To increase the volume of municipal waste prepared and recycled for reuse by at least 60% of its mass by 2030;
			4. To increase the volume of municipal waste prepared and recycled for reuse by at least 65% of its mass by 2035;
			5. To develop separated collection systems for at least paper, metal, plastic and glass, and by 1 January 2025 for textiles;
			6. To ensure that by 31 December 2021 biological waste is either separated and recycled at the place of generation or collected separately and not mixed with other types of waste;
			7. To ensure that the proportion of waste disposed of in landfills has reduced to 10% of the total volume (by weight) of generated municipal waste, or even less, by 2035.
			8. The Contractor shall ensure that:

2.6.1.8.1. it will have the specialised vehicles at its disposal for municipal waste collection and transportation required for the relevant lot of procurement that will be used to provide the service, that meet the requirements of Technical Specifications and are permitted to participate in traffic (Paragraph 2.7.1 of Technical Specifications);

2.6.1.8.2. as of the moment of service commencement the specialised vehicles involved in the provision of the municipal waste management service will have installed a route control system receiving the signals generated by the global positioning system (GPS) satellites and establishing vehicle coordinates in real time and place, and sending such data to the Riga City Municipality data storage (server) or providing access to such data;

2.6.1.8.3. as of the moment of service commencement the contractor will have usable containers of various volume at its disposal meeting the EN standard appropriated for the relevant lot of procurement, the distribution of which by volume must be proportionate to the number of waste containers in Riga in 2018 (Paragraph 2.8.2.1 of the Technical Specifications);

2.5.1.8.4. the IT infrastructure used by it in the provision of municipal waste management services (which especially applies to the client database) is compatible with the Riga City waste producers' information system PARIS;

2.6.1.8.5. no later than within one month after entering into the agreement the contractor will have developed the customer service centre. The customer service centre must be located in the area of service provision.

2.6.2. The Contractor shall provide for municipal waste management for the purposes of the Waste Management Law: municipal waste collection, transportation, handling, sorting and other activities set forth by laws and regulations performed before waste regeneration, which reduce the volume of waste to be disposed of, storage, maintenance of the separated waste collection, handling and sorting infrastructure facilities according to the agreement entered into by and between the municipality and the waste manager;

2.6.3. The Contractor shall plan and organise its activities so as to ensure the performance of the requirements set forth in the Waste Management Law and regulations subordinate to it, including the 16 August 2016 Cabinet Regulation No. 546 "Regulations on minimum requirements to be included in the work assignment upon the municipality selecting a waste manager, and substantial conditions of waste management agreements", and other laws and regulations. The Contractor shall also be responsible for compliance with the representations provided during the open tender;

2.6.4. The Contractor shall provide Riga City Municipality, on a regular basis, with the information requested by it regarding the operation of the developed municipal waste management system. The Contractor shall be obliged to provide, without a special request from Riga City Municipality, the information, the duty to provide of which is set forth by laws and regulations, such as the 16 August 2016 Cabinet Regulation No. 546 "Regulations on minimum requirements to be included in the work assignment upon the municipality selecting a waste manager, and substantial conditions of the waste management agreements".

* 1. **COLLECTION OF UNSORTED MUNICIPAL WASTE**

2.7.1. The Contractor shall, upon request, provide the clients with the choice of useable waste collection containers meeting the requirements of the EU and LVS standards (EN 840) between the containers of at least the following volumes: 0.120; 0.240; 0.660; 0.770; 1.1 cubic metres; other sizes agreed between the Contractor and the clients. In individual cases, subject to the specifics of the serviced facility, the Contractor may agree with the client on the use of the containers of sizes and volumes not meeting the standards.

2.7.2. In addition to waste containers, the Contractor must ensure the provision of Services by using waste collection bags.

* 1. **WASTE COLLECTION TRANSPORT**
		1. The Contractor shall provide the service with a sufficient number of specialised vehicles for waste collection:

|  |  |
| --- | --- |
| Procurement **Lot 1:** | at least 26 (twenty six) units, of which at least one unit is suitable for the removal of large size municipal waste, at least one for the removal of separately collected (light packaging) and at least one for the removal of separately collected glass waste. |
| Procurement **Lot 2:** | at least 16 (sixteen) units, of which at least one unit is suitable for the removal of large size municipal waste, at least one for the removal of separately collected (light packaging) and at least one for the removal of separately collected glass waste. |
| Procurement **Lot 3:** | at least 12 (twelve) units, of which at least one unit is suitable for the removal of large size municipal waste, at least one for the removal of separately collected (light packaging) and at least one for the removal of separately collected glass waste. |
| Procurement **Lot 4:** | at least 27 (twenty seven) units, of which at least one unit is suitable for the removal of large size municipal waste, at least one for the removal of separately collected (light packaging) and at least one for the removal of separately collected glass waste. |

* **Vehicles must meet at least the EURO 5 standard.**
	1. **WASTE COLLECTION CONTAINERS**

2.9.1. The Contractor will only be entitled to use such containers, bags/sacks (to ensure separate waste collection in private house areas) in the provision of services that do not pose a risk to human life and health, the environment and do not exceed the permissible noise level.

2.9.2. The Contractor shall provide for free installation and use by the clients of waste collection containers meeting the requirements of the EU and LVS standards (EN 840) (for both unsorted municipal waste and separately collected waste), giving them the opportunity to choose containers of different volumes for municipal waste. All waste containers must be labelled by specifying the name of the contractor, its contact telephone number and the type of waste for which the waste container is intended, on them.

 2.9.2.1. Indicative number of containers:

|  |  |
| --- | --- |
| Procurement **Lot 1:** | 10,500 (ten thousand five hundred) containers |
| Procurement **Lot 2:** | 6, 400 (six thousand four hundred) containers  |
| Procurement **Lot 3:** | 5, 100 (five thousand one hundred) containers |
| Procurement **Lot 4:** | 13,000 (thirteen thousand) containers |

2.9.3. **If the Contractor has agreed with the existing waste managers on the use of municipal waste containers already installed, then the requirements of paragraph 2.9.2 shall be met no later than within six months from the date of entry into force of the procurement agreement.**

2.9.4. The Contractor shall, upon request, provide the clients with the choice between the containers of at least the following volumes: 0.120; 0.240; 0.660; 0.770; 1.1 cubic metres; other sizes agreed between the Contractor and the clients. In individual cases, subject to the specifics of the serviced facility, the Contractor may agree with the client on the use of the containers of sizes and volumes not meeting the standards.

2.9.5. The Contractor shall provide for washing the inside of the waste containers installed by it with disinfectant solution as necessary, but no less than twice a year.

2.9.6. In addition to waste containers, the Contractor must ensure the provision of Services by using waste collection bags. The Contractor shall provide for the sale of the bags in a manner convenient to the clients, whether at the Customer Service Centre of the Contractor or otherwise. Bag capacity: at least 60 (sixty) litres, specially marked, waterproof, with a carrying capacity of at least 10 kg (ten kilograms). The Contractor shall collect these bags at the same time as emptying the container provided they are placed next to the container, and no extra charge shall be applied for collecting them except the one paid by the client when purchasing the bag (i.e. the price of the bag shall be included in the 1 m3 waste management cost of the Contractor; the sale price of the bag is the waste management tariff multiplied by the volume of the bag).

2.9.7. No later than within two years from the date of entry into force of the agreement the waste storage containers shall be equipped with a radio frequency identification system RFID (Radio-frequency identification) for the identification of containers: the activity shall include the installation of RFID transmitters on waste storage containers, purchase of transmitter readers (scanners) and introducing the related information technology (data processing software). Technological solutions have been approbated for the particular purpose and are widely used in EU countries. There are no restrictions on technical implementation. RFID identifiers must ensure the identification of each unique waste storage container and the reading of data when the container is emptied. The technological capabilities should be sufficient to control the time of emptying the containers online, to allow identification of the waste producer using the container, to store historical data on the frequency of emptying the container. This technology allows additional monitoring of the amount of waste per resident, the density of the waste and other parameters, namely, as the performance of the collection route is electronically controlled and recorded, data about the volume of containers emptied on the route can be matched with data on the number of waste producers residing in the addresses serviced and also the total weight of the waste load, which is recorded for waste regeneration or at the site of disposal.

2.9.8. The Contractor shall provide for the collection of municipal waste by using specialised, labelled waste bags or sacks, where the placement of the container is not practicable, for example, in the Old Riga area, and the service shall be accounted by using electronically readable devices intended for identification of the clients.

* 1. **SEPARATED WASTE MANAGEMENT**

2.9.1. The Contractor shall provide the customers with separate waste collection facilities that comply with laws and regulations, territorial development documents and planning documents approved by the Customer.

2.9.2. No later than within two years from the date of entry into force of the agreement, the operation of separate municipal waste collection points must be ensured - the activity includes the supply of separate collection containers in addition to the installation of containers at waste container sites. Use of containers conforming to the standard are intended - there are no technical implementation restrictions. Indicative number of separate municipal waste collection points: in accordance with the volume of waste to be potentially collected and Subparagraph 2.1 of the 13 June 2017 Cabinet Regulation No. 328 "Criteria and procedure for assessing the availability of the separated waste collection service to the population", which sets forth that the availability of separate collection points must be at least one separate municipal waste collection point per 700 residents:

|  |  |
| --- | --- |
| Procurement **Lot 1:** | minimum 300 pcs |
| Procurement **Lot 2:** | minimum 200 pcs  |
| Procurement **Lot 3:** | Minimum150 pcs |
| Procurement **Lot 4:** | minimum 400 pcs |

With regard to fractions of separately collected waste, the Contractor shall provide a system of at least two flows: 1) light fraction (paper, cardboard, plastic, metal); 2) heavy fraction (glass). Particular attention shall be paid to the uniform colour and design of containers, which is necessary to facilitate public awareness and education on the separate collection of waste.

2.9.3. Within three months of receipt of the Customer's notice regarding the completion of construction of the site, the Contractor shall provide for the management of sorted waste collection sites in accordance with the laws and regulations:

|  |  |
| --- | --- |
| Procurement **Lot 1:** | 2 pcs |
| Procurement **Lot 2:** | 2 pcs  |
| Procurement **Lot 3:** | 1 pcs |
| Procurement **Lot 4:** | 3 pcs |

Separate waste collection sites should also provide for the opportunity to transfer large size waste, municipal hazardous waste, environmentally hazardous goods and waste that can be reused, and, starting from no later than 2025, textile waste as well. The Contractor shall ensure that sorted waste collection sites accept free of charge, the waste that must be accepted free of charge during the particular period in accordance with the laws and regulations (currently paper, metal, plastic, glass), including textiles starting from no later than 2025. When accepting other types of waste at the sorted waste collection sites for which no separate management fee or free removal is determined, the Contractor shall charge a fee for their acceptance equivalent to the approved fee for the management of unsorted municipal waste. The management fee for 1 m3 of biodegradable waste accepted at the site shall be at least 20% lower than the biodegradable waste management fee for 1 m3 set forth in the agreement.

2.9.4. The possibility of separate collection of textiles shall be provided for starting from 2025 at the latest. The activity includes the installation of separate collection containers or other technological solution that provides the possibility for the separate collection of textile material.

* 1. **MANAGEMENT OF BIODEGRADABLE WASTE**
		1. The possibility for the separate collection of biodegradable waste where biodegradable waste can be disposed of shall be provided starting from no later than 2021. The activity includes the installation of separate biodegradable waste collection containers at the waste container sites or other technological solution that provides the possibility for the separate collection of biodegradable waste. Use of containers conforming to the standard are intended - there are no technical implementation restrictions.
	2. **LARGE SIZE WASTE MANAGEMENT**

2.11.1. The Contractor shall have the necessary infrastructure available (appropriate means of transport, containers or other means of collection) to ensure the removal of large size waste;

2.11.2. The Contractor shall charge a fee for the management of large size waste which corresponds to the approved fee for the management of unsorted municipal waste.

* 1. **MANAGEMENT OF HOUSEHOLD-GENERATED CONSTRUCTION WASTE**

2.12.1. Within one year from the date of entering into the agreement, at the latest, the Contractor will have the necessary infrastructure available (appropriate means of transport, containers, bags/sacks or other means of collection) to ensure the removal of construction waste produced by households.

* 1. **PRICES FOR SERVICES**

2.13.1. The Contractor shall collect a fee for unsorted municipal waste management in accordance with the applicable laws and regulations, including the provisions of Section 39 of the Waste Management Law;

2.13.2. The Contractor shall provide for differentiated types of fees for the following services:

2.13.2.1. removal of unsorted municipal waste (the fee referred to in this Paragraph shall be applied to the removal of any waste for which no separate differential management fee or free removal is determined (Paragraph 2.14.4));

2.13.2.2. removal of biodegradable waste (no more than the service fee specified in Paragraph 2.14.2.1);

2.13.2.3. removal of household-generated construction waste;

2.13.2.4. in the events where the client has ordered the removal of waste using other types of containers or waste removal techniques, the Contractor and the client are entitled to agree on another fee and service provision procedure.

2.13.3. The fee for the collection of waste using labelled rubbish bags is charged upon the client purchasing the respective bag (set of bags). The price of the bag (set) includes the cost of the bag, the cost of collecting, removing and disposing of the waste. The price of each bag is calculated by multiplying the unsorted municipal waste tariff in the financial offer by the volume of the bag in m3.

2.13.4. **The Contractor shall provide for the removal of separately collected waste (paper, metal, plastic, glass, textiles) free of charge, including the installation of free containers;**

2.13.5. The Contractor shall be entitled to impose a penalty in agreements with the clients if the separated waste containers contain inadequate waste content, i.e. the amount of impurities exceeds **20%** (twenty percent) of the container volume, as well as in the events where the content of unsorted municipal waste does not comply with the laws and regulations (for example, hazardous waste or industrial waste is placed in it);

2.13.6. Upon the client receiving the invoice by mail, the Contractor shall be entitled to claim compensation for the delivery of the invoices in accordance with the actual costs incurred as a result of sending the invoices.

* 1. **PUBLIC AWARENESS RAISING ACTIVITIES**

2.14.1. The Contractor shall regularly inform waste producers of topicalities in the waste management area and educate them on waste management processes by providing waste producers with information in the media (including social media) as well as in other ways available to the public.

* 1. **OTHER REQUIREMENTS**

2.15.1. The Contractor will have to deliver the collected unsorted municipal waste to the Pierīga Waste Management Region municipal waste landfill Getliņi;

2.15.2. In the provision of Services, the Contractor shall comply with the requirements of the laws and regulations of the European Union and of the Republic of Latvia for the reduction of environmental pollution resulting from the collection, handling, sorting, storage or transportation of municipal waste;

2.15.3. The Contractor shall provide for the regular emptying of municipal waste bins in accordance with the waste removal route sheets if the municipal waste container is placed for removal at a location agreed with the Contractor - a place that can be accessed without endangering property of the Contractor or other persons. If the Contractor considers that the container is not placed in a place accessible for its emptying then the Contractor shall indicate the appropriate place to the client by the next time of removal, and such shall be considered as an agreed location. After emptying the municipal waste bins the Contractor shall be obliged to clean the areas and places of the waste bins, ensuring the collection of waste that has fallen on the ground during the emptying of the bins;

2.15.4. If the Contractor believes that the Services cannot be provided to the client due to the fault of the client (inappropriate content of the container, container not accessible, etc.), the Contractor shall be obliged to take photos as evidence of the reasons for not providing the Services;

2.15.5. The Contractor shall enter into agreements with the clients no later than within 3 (three) months from the date the agreement enters into force;

2.15.6. At least quarterly, the Contractor shall submit the Customer a report (overview) on the total amount of municipal waste collected, the amount of collected municipal waste by type and the number of agreements entered into with waste producers;

2.15.7. The Contractor shall annually, by 1 March for the previous calendar year, or when requested by the Customer, provide information on the quantitative indicators of Service provision according to the scope of information set forth by laws and regulations (such as information specified in Paragraph 9 of the 16 August 2016 Cabinet Regulation No. 546 "Regulations on minimum requirements to be included in the work assignment upon the municipality selecting a waste manager, and substantial conditions of the waste management agreements");

2.15.8. The Contractor shall notify the Customer of violations of laws and regulations in the area of waste management committed by clients.

Annex 1 to the Technical Specifications

**COST ESTIMATE**

FOR THE CALCULATION OF THE MUNICIPAL WASTE AND BIODEGRADABLE WASTE MANAGEMENT FEE

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Types of costs** | **Cost of municipal waste management per 1 m3**EUR (excluding VAT) | **Cost of biodegradable waste management per 1 m3**EUR (excluding VAT) |
|  |  |  |
| 1. | Costs of municipal waste disposal, including natural resources tax on municipal waste disposal |  |  |
| 2. | Expenditure of the municipal waste manager, including: |  |  |
| 2.1. | *Salaries of employees* |  |  |
| 2.2. | *Employer's taxes* |  |  |
| 2.3. | *Transportation expenses, including provision of fleet* |  |  |
| 2.4. | *Fuel costs* |  |  |
| 2.4. | *Costs of purchase and maintenance of waste containers* |  |  |
| 2.5. | *Costs of setting up and maintaining a separate municipal waste collection system*  |  |  |
| 2.6. | *Expenditure related to public education on waste management* |  |  |
| 2.7. | *Expenditure related to the management of sorted waste collection sites\** |  |  |
| 2.8. | *Other expenditure (provide details)* |  |  |
| 3. | Other expenditure at the candidate's discretion to ensure performance of the requirements of the Technical Specifications (provide details) |  |  |
| 4. | Profit (provide details) |  |  |
|  | **TOTAL COSTS** (1-4) |  |  |

*\* Expenditure related to the management of sorted waste collection sites will be taken into account when assessing the fee for municipal waste management proposed by the candidate, but until the contractor commences site management (by the deadline specified by the customer) the contractor will provide services to the clients with whom the service provision agreement is entered into for a charge that shall not include a component of expenditure associated with the management of sorted waste collection sites*

*Prices must be quoted to two decimal places.*

Annex 2

# FORM OF THE APPLICATION/FINANCIAL OFFER FOR LOTS 1, 2, 3 and 4

**For the open tender**

Provision of municipal waste management services in the Riga City administrative area

**Identification No. RD DMV 2019/44**

* 1. **SUBMITTED BY:**

|  |
| --- |
| Name of the Candidate |
|  |

* 1. **CONTACT PERSON:**

### Name, surname:

**Address:**

**Phone/Fax:**

**E-mail address:**

* 1. **OFFER:**
	2. Our offer is:

Table 1

|  |  |  |
| --- | --- | --- |
| **No.** | **Works to be performed** | **Price excluding VAT, EUR/1 m3** |
| **1.** | Unsorted municipal waste management fee |  |
| **2.** | Biodegradable waste management fee |  |

Table 2

|  |  |  |
| --- | --- | --- |
| 1. | Number of specialised vehicles owned, operated or possessed by the Candidate that meet EURO 6 or higher standard |  |

Table 3

|  |
| --- |
| **Note the time of commencing the separate collection of biodegradable waste** |
| from the moment the service commences  |  |
| from 2021 |  |

* 1. our financial turnover:

|  |
| --- |
| **Financial turnover** |
| **Year** | **2016** | **2017** | **2018** | **Total****ΣFA(2016, 2017,2018)** |
| **EUR** |  |  |  |  |

**Average financial turnover = Σ** **FA (2016, 2017,2018)** **/ 3 years**

* 1. our liquidity ratio:

**Liquidity Ratio = Current Assets/Short-Term Liabilities**

* 1. All costs associated with the performance of the agreement are included in the price.
	2. We will do the work without receiving advance payment.
	3. **INFORMATION ABOUT THE CANDIDATE:**

Name of the company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone and fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**E-mail for the receipt of electronic documents**: \_\_\_\_\_\_\_\_\_\_\_\_\_

Company registered \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Unified registration No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

VAT No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bank account No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bank: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bank code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Manager of the company (name, surname): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Correspondence of the Candidate to the status of a **small or medium enterprise**[[2]](#footnote-2):

|  |
| --- |
|  |
|  |

compliant

not compliant

|  |  |  |
| --- | --- | --- |
| Position, name, surname: |  |  |
| Stamp | (place for signature) |  |

Annex 3

**Riga City Council**

**Registration No.: 90011524360**

**Registered address: Rātslaukums 1, Riga**

**RCC institution: Housing and Environment Department**

**Address of the RCC institution: Brīvības iela 49/53, Riga, LV-1010**

Riga, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_2019

No.\_\_\_\_\_\_\_

**OFFER SECURITY**

Given that on [date] [Name of the Entrepreneur] (hereinafter the *Entrepreneur*), has submitted its offer in the open tender “Provision of municipal waste management services in the Riga City administrative area”, identification No. RD DMV 2019/44, for Lot \_\_\_ (hereinafter the Offer), we, [name of the credit institution or insurance company] hereby assume an irrevocable unconditional guarantee obligation for the benefit of the Riga City Council Housing and Environment Department subject to the following conditions:

Within 10 (ten) calendar days after receipt of the first written request from the Customer, the Riga City Council Housing and Environment Department, without requiring other justification except a note of the occurrence of one (or more) of the following circumstances:

* *the Entrepreneur* withdraws its offer while the offer guarantee is valid;
* *the Entrepreneur* has not submitted the Agreement performance guarantee to the Customer by the deadline specified by the Customer;
* *the Entrepreneur* fails to sign the Agreement by the deadline specified by the Customer,

to make a payment of **EUR 15,000.00** (fifteen thousand euros 00 cents), excluding VAT, **in lots 1 und 4,** for each lot of procurement separately **and EUR 7,500.00** (seven thousand five hundred euros 00 cents) excluding VAT, **in lots 2 und 3** for each lot of procurement separately to the Riga City Council Housing and Environment Department, to the current account specified in the request.

The term of guarantee obligation is 6 (six)calendar months after the deadline for submission of the offers.

The guarantee obligation shall also terminate upon receipt of a written notice from the Riga City Council Housing and Environment Department and upon the following conditions:

* + 1. the offer has not been submitted in the prescribed procedure;
		2. *the Entrepreneur* has not won the open tender;
		3. the tender has been suspended or terminated without selecting any offer;
		4. an Agreement has been entered into with *the Entrepreneur* in the procedure and by the deadline specified in the Rules and *the Entrepreneur* has submitted the agreement performance security.

This guarantee is subject to the Uniform Rules for Demand Guarantees of the International Chamber of Commerce. („The ICC Uniform Rules for Demand Guaranties”, ICC Publication, No.758).

On behalf of [name of credit institution or insurance company]:

Stamp

Annex 4

**SUBCONTRACTOR’S ACKNOWLEDGEMENT**

**For the open tender**

Provision of municipal waste management services in the Riga City administrative area

**Identification No. RD DMV 2019/44**

**Candidate \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Reg. No.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Hereby <**Subcontractor's name, registration number and address**> certifies that:

1. it agrees to participate in the open tender “Provision of municipal waste management services in the Riga City administrative area”, identification No. RD DMV 2019/44, as the Subcontractor of <**Name, registration number and address of the Candidate**> (hereinafter the Candidate) in the event that the Candidate is awarded the agreement and the procurement agreement is entered into, and
2. in the event that the procurement agreement is entered into with the Candidate, undertakes to perform the following works:

/brief description of the works as provided in the list of works to be transferred to the subcontractor/

1. and to provide the Candidate with the following resources:

/short description of resources (specialists and/or technical equipment) to be provided to the Candidate/.

|  |  |
| --- | --- |
| **Name, surname** |  |
| **Title** |  |
| **Signature** |  |
| **Date** |  |

Annex 5

**CURRICULUM VITAE (CV) AND CERTIFICATION OF AVAILABILITY**

**For the open tender**

Provision of municipal waste management services in the Riga City administrative area

**Identification No. RD DMV 2019/44**

1. **Name**
2. **Surname:**
3. **Education:**

|  |  |  |
| --- | --- | --- |
| **Educational institution** | **Period of studies (from-to)** | **Degree or qualifications obtained** |
|  |  |  |
|  |  |  |

1. **Current position and years of service for the company or date of establishing a contractual relationship:**
2. **Work experience:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Company name** | **Address** | **Period (from - to)** | **Position/Main responsibilities** |
|  |  |  |  |
|  |  |  |  |

1. **Experience:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Year and month of commencement and completion of the work** | **Position (position in the project)** | **Employer or Customer (in case of work performance agreement)** | **Name, registration No., address and contact person of the customer (client)** | **Brief description of the works performed (name and description of the object, amount of the agreement excluding VAT)[[3]](#footnote-3)** |
|  |  |  |  |  |
|  |  |  |  |  |

I certify that the above truly reflects my experience and qualifications.

I certify that I agree to participate in the open tender “Provision of municipal waste management services in the Riga City administrative area”, identification No. RD DMV 2019/44, as <relevant specialist> in the event that the Candidate is awarded the agreement and the procurement agreement is entered into.

I certify that I will be available for the performance of the tasks specified in the offer from the date of signing the procurement agreement until the date of signing the final acceptance document.

I certify that I am not in the situation of a conflict of interest.

|  |  |  |
| --- | --- | --- |
| Name, surname: |  |  (date) |

|  |  |  |
| --- | --- | --- |
|  | (place for signature) |  |

Annex 6

**Riga City Council**

**Registration No.: 90011524360**

**Registered address: Rātslaukums 1, Riga**

**RCC institution: Housing and Environment Department**

**Address of the RCC institution: Brīvības iela 49/53, Riga, LV-1010**

Riga, \_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2019

No. \_\_\_\_\_\_

# AGREEMENT PERFORMANCE SECURITY

# UNCONDITIONAL GUARANTEE

# BY A CREDIT INSTITUTION OR INSURANCE COMPANY

Considering that \_\_\_\_\_\_, registered in the Commercial Register of the Republic of Latvia under unified registration No. \_\_\_\_\_\_, registered office: Republic of Latvia, LV - \_\_\_\_\_, Riga, \_\_\_\_\_ (here and hereinafter *the Entrepreneur*), and \_\_\_\_\_\_\_, registered address: the Republic of Latvia, LV- \_\_\_\_\_, Riga, \_\_\_\_ (here and hereinafter *the Customer*), on \_\_\_\_\_\_\_ 20\_\_, have entered into agreement No. \_\_\_\_\_\_\_\_\_\_ (here and hereinafter *the Agreement*), pursuant to which *the Entrepreneur* has undertaken to perform \_\_\_\_\_\_ (here and hereinafter *the Order*),

Considering that *the Agreement* sets forth that *the Entrepreneur* must provide a bank guarantee for performance of *the Agreement*,

we [name of the credit institution or insurance company], registration No. \_\_\_\_\_\_\_\_\_\_\_\_, registered office \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (here and hereinafter *the Guarantor),* regardless of the legal force of the above *Agreement* and waiving any right to a reservation, commit to pay *the Customer* a maximum amount of 5% of the volume of unsorted municipal waste in 2018, the price per 1 m3 offered for the relevant lot x in unsorted municipal waste management, excluding VAT, upon receipt of the first written request of *the Customer* and a written statement that *the Entrepreneur* has failed to perform the obligations under *the Agreement.*

This guarantee is valid until the complete performance of obligations under *the Agreement.*

*The Guarantor* will cancel the guarantee before expiry of the guarantee term if *the Customer* returns its original guarantee to *the Guarantor* and submits *the Guarantor* a request to cancel the guarantee.

This guarantee is subject to the International Chamber of Commerce Uniform Rules for Demand Guarantees, ICC Publication, No. 758.

The guarantee is drawn up in two counterparts, of which *the Customer* and *the Guarantor* shall each receive one.

 On behalf of [*the Guarantor*]:

Stamp

Annex 7

# DRAFT AGREEMENT

**for the open tender**

Provision of municipal waste management services in the Riga City administrative area

**Identification No. RD DMV 2019/44**

**AGREEMENT No. DMV -\_\_\_\_\_-\_\_\_\_\_-li**

|  |  |
| --- | --- |
|  |  |

**AGREEMENT ON MANAGEMENT OF MUNICIPAL WASTE IN THE RIGA CITY \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ADMINISTRATIVE AREA**

|  |  |
| --- | --- |
| Riga | \_\_ \_\_\_\_\_\_\_\_\_\_\_\_ 2020 |

Riga City Council Housing and Environment Department, represented by its Director Anatolijs Aļeksejenko, acting in accordance with Paragraph 110 of the 1 March 2011 Riga City Council Binding Regulation No. 114 “Bylaws of Riga City Municipality” and 18 January 2011 Riga City Council Bylaws No. 92 “Bylaws of the Riga City Council Housing and Environment Department” (hereinafter the Municipality), the party of the first part,

and

**[Name]**, registration No. [...], address [...] (hereinafter the Manager), based on [basis for representation] represented by [position, name, surname], the party of the other part, hereinafter collectively/individually referred to as the Parties/Party, based on the results of the open tender “Provision of municipal waste management services in the Riga City administrative area” (hereinafter Open Tender), identification No. RD DMV 2019/44, have entered into the following agreement between themselves (hereinafter the Agreement):

1. **SUBJECT OF THE AGREEMENT**
	1. The Municipality shall grant the Manager the right to provide waste management services to waste producers (hereinafter the Clients) in *[Specify the area of Riga City where the service is provided]*, while the manager shall ensure the provision of waste management services in accordance with applicable laws and regulations, the Agreement and its Annexes, Technical Specifications of the tender and the offer submitted by the Manager for the Open Tender (hereinafter the Services). The Agreement shall have the following Annexes that form integral parts thereof:

Annex 1, Technical Specifications;

Annex 2, Technical Offer;

Annex 3, Financial Offer;

Annex 4, Municipal waste management agreement with individuals, sample;

Annex 5, Municipal waste management agreement with legal entities, sample;

Annex 6, Rules of the open tender.

* 1. The Manager shall provide the Services to the Clients based on individual agreements entered into by and between the Manager and the Clients.
	2. The Parties acknowledge that the purpose of the Agreement is to organise mutual cooperation between the Parties in order to ensure continuity of provision of the Service and compliance with environmental protection requirements, to implement the human rights established by the Constitution of the Republic of Latvia to live in a favourable environment, and to provide for the development of a municipal waste management system in Riga and its compliance with laws and regulations, including the objectives in the area of waste management set by the European Union. The Parties have agreed that in the event of changes in laws or regulations during the period of validity of the Agreement or adoption of new laws or regulations setting forth different or additional duties, as well as where the need to take additional action arises from the actual situation, the Parties shall use all reasonable effort to ensure attaining of the above objectives, including the Manager confirming its readiness to assume additional responsibilities not explicitly specified in the Agreement and in the documents of the Open Tender "Provision of municipal waste management services in the Riga City administrative area", but are vitally important for implementing the objectives set forth in this Paragraph.
1. **PERIOD OF VALIDITY AND PERFORMANCE OF THE AGREEMENT**
	1. The Manager shall commence provision of the Services at the time agreed between the Parties, but no later than 3 (three) months after the date the Agreement enters into force (Part One of Section 18 of the Waste Management Law), and the Manager shall provide the Services for 7 (seven) years from the date the Agreement enters into force or until the final decision of the Competition Council, if it is recognised that the Concession Agreement entered into on 14 June 2019 with JSC Tīrīga is valid and JSC Tīrīga is entitled to continue concluding agreements with the population and to commence provision of the service, providing for a transitional period of up to 3 (three) months.
	2. If the manager has failed to submit the documents specified in Paragraph 4.1.1 of the Agreement by the specified deadline, the Manager shall be deemed to have waived continuing the obligations arising from the Agreement and the Agreement shall become void.
2. **WASTE MANAGEMENT FEE AND PAYMENT PROCEDURE**
	1. The manager shall provide the Services by applying the following fee for unsorted municipal waste:

|  |  |  |
| --- | --- | --- |
| No. | Works to be performed | Price per annum, EUR (excluding VAT) m3 |
| 1. | **Unsorted municipal waste management fee without the waste site management fee**  |  |
| 2. | **Unsorted municipal waste management fee with the waste site management fee**  |  |

During the period when the Manager has not commenced the management of the sorted waste collection sites, the Manager shall provide the Services for a fee that does not include a component related to the expenditure associated with the management of the sorted waste collection sites. Upon the commencement of the management of sorted waste collection sites in accordance with the provisions of the Technical Specifications, the Manager shall unilaterally increase the fee for the management of unsorted municipal waste, including the costs related to the management of sorted waste collection sites.

* 1. The Manager shall provide a service for the management of biodegradable waste for the following fees:

|  |  |  |
| --- | --- | --- |
| No. | Works to be performed | Price per annum, EUR (excluding VAT)m3 |
| 1. | **Biodegradable waste management fee*****(it******will be noted at the conclusion of the agreement whether the Manager will do so starting from the moment of commencement of the service or from 2021)*** |  |
| 2. | **Management fee for biodegradable waste delivered to the site*****(it will be specified during the performance of the agreement when the provision of this service will be started*)** | The management fee for 1 m3 of biodegradable waste accepted at the site shall be at least 20% lower than the biodegradable waste management fee for 1 m3 set forth in the agreement (*Paragraph 2.10.3 of the Technical Specifications of the Open Tender Rules*) |

* 1. If during the period of validity of the Agreement, another tariff for the disposal of municipal waste in a landfill is approved in the procedure specified by laws and regulations, the Manager shall independently include the approved tariff in the waste management fee as of the effective date of the tariff.
	2. The fee specified in Paragraphs 3.1 and 3.2 of the Agreement shall not be modified during the Agreement, except for as provided in Paragraph 3 of Part Four of Section 39 of the Waste Management Law, and when the increase in operating costs is caused by external factors (inflation, fuel prices for road transport, natural resource tax, waste disposal tariff) and in the event of changes in laws and regulations during the period of validity of the Agreement that have resulted in a significant change within the scope of duties of the Municipality with respect to organising the municipal waste management system or if the requirements regarding the operational efficiency of the waste management system have been changed. As a result of the amendment, the increase in the fee for municipal waste management (including the fee for biodegradable waste management) shall not exceed 25% (twenty five percent) of the amount of the fee valid at the time of the amendment. In the event of indexation of the waste management fee offered by the Manager, it shall be obliged to submit a specified agreement performance guarantee within 10 (ten) business days from the date of entry into force of the fee for municipal waste management defined as a result of indexation. The Municipality shall be entitled to make changes in the price of the Agreement once a year, upon the change of the national tax laws and regulations and the tariff for waste disposal at the landfill affecting operation of the Manager in the particular sector, after the Manager submits a written justification, not earlier than 12 (twelve) months after the Agreement is entered into.
	3. Waste producers/holders shall be informed of changes in the fees specified in Paragraphs 3.1, 3.2. and 3.3 in the following procedure:
		1. The Municipality shall inform the waste producers/holders on the website <https://pasvaldiba.riga.lv> or in another manner chosen by the Municipality;
		2. The manager shall inform the service recipients in writing by including the information in the invoice and/or sending a letter by mail and/or e-mail.
	4. Accounts for the Services shall be settled between the Manager and the Client in accordance with the terms and conditions of the mutual agreements, subject to the provisions of the Agreement and applying the fee for the management of municipal waste and biodegradable waste specified in Paragraphs 3.1 and 3.2 of the Agreement.
	5. Other types of waste shall be collected at the price set by the manager and communicated to the Clients prior to commencement of the service concerned.
	6. The fee for additional services related to municipal waste management and requested by the Clients, such as container delivery, shall be determined by the Manager, taking into account the specifics of the particular service.
	7. If the Clients are Riga City Municipality institutions, the Manager shall be obliged to prepare accounting source documents in electronic format (electronic invoice) according to the information about the format of the electronic invoice specified in the Invoicing section on the Riga City Municipality portal www.eriga.lv.
1. **DUTIES AND RIGHTS OF THE PARTIES**
	1. **Duties of the Manager:**
		1. After entering into the Agreement, to submit to the Municipality:
			1. Within 1 (one) month - a municipal waste management permit issued by the State Environmental Service for the collection and transportation of municipal waste in the administrative territory of Riga City (Paragraph 4.2.6 of the Open Tender Rules);
			2. Within 10 (ten) business days - the agreement performance security, which shall be an irrevocable bank guarantee or insurance policy for default under the agreement for the amount of 5% (five percent) of the volume of unsorted municipal waste in 2018 for the respective lot (subparagraph one of Paragraphs 1. 2.2.4, 2.3.4, 2.3.4 and 2.4.5 of the Annex to the Rules) x the price offered for the management of 1 m3 of unsorted municipal waste under the relevant lot (Paragraph 7.1 of the Open Tender Rules). The agreement performance security shall be valid for the entire period of validity of the Agreement and the obligations assumed under the Agreement, and shall conform to the form attached in Annex 6 to the Open Tender Rules. In the event that the agreement performance security is not submitted, the Municipality shall be entitled to require the offer security referred to in Paragraph 4.2.4 of the Open Tender Rules;
			3. Within 1 (one) month - a copy of the licence issued by the Road Transport Administration, a permit for commercial freight transportation in the territory of Latvia, *if the licence has not been submitted together with the Manager's offer* (Paragraph 4.2.8 of the Open Tender Rules)*.* The licence must be valid for the entire period of validity of the Agreement, provided that the licence extension or a new licence is submitted no later than 28 (twenty eight) days prior to the expiration of the current licence;
			4. Within 1 (one) month - a copy of the permit issued by the Health Inspectorate of the Ministry of Health of the Republic of Latvia certifying that the manager is registered with the Health Inspectorate Disinfection, Disinsectisation and Deratisation Service Provider Register to perform container washing and disinfection, *if the permit has not been submitted together with the Manager's offer* (Paragraph 4.2.9 of the Open Tender Rules)*.* The permit must be valid for the entire period of validity of the Agreement, provided that the permit extension or a new permit is submitted no later than 28 (twenty eight) days prior to the expiration of the current permit;
		2. To ensure continuity of the Service by facilitating the conclusion of individual agreements with waste producers/holders:
		3. Start taking organisational measures providing for the commencement of municipal waste management from the date of entry into force of the Agreement;
		4. Within 3 (three) months from the date of entry into force of the Agreement, to enter into new agreements with all waste producers/holders in the administrative area of *[specify Riga City area]* for the management of municipal waste - collection and removal of municipal waste, by specifying the term of agreements entered into not exceeding the term of the Agreement. The agreement on the provision of Services with individuals shall be entered into in accordance with the form attached in Annex 4 of the Agreement and the agreement on the provision of Services with legal entities shall be entered into in accordance with the form attached in Annex 5 of the Agreement. The Manager may supplement and adjust Annexes 4 and 5 of the Agreement according to the situation and necessity, subject to the conditions specified in the 16 August 2016 Cabinet Regulation No. 546 "Regulations on minimum requirements to be included in the work assignment upon the municipality selecting a waste manager, and substantial conditions of the waste management agreements". To register information about the concluded agreements in the electronic registration system, providing the Municipality with access to such system. If entry into the agreement is not possible or the producer/holder of municipal waste refuses to enter into the agreement with the Manager, the Manager shall notify the Municipality of such;
		5. No later than 3 (three) days prior to the commencement of provision of the Service, to provide the Client with suitable and labelled municipal waste collection containers meeting the provisions of the Agreement (hereinafter the Containers), providing the Client with an opportunity to choose the Containers of the type and volume appropriate for the amount of municipal waste collected;
		6. Throughout the period of validity of the Agreement, the Manager is obliged to maintain a third party liability insurance policy of the Manager for the insured amount of EUR 250,000.00 (two hundred and fifty thousand euros, 00 cents), ensuring that the extension or a new policy is submitted no later than 28 (twenty eight) days before the expiry of the current policy;
		7. To inform the Municipality in writing:
			1. of the events where, in the opinion of the Manager, the requirements of laws and regulations are not performed;
			2. regarding the intention of the Manager to submit the application for commencing legal protection or insolvency proceedings no later than within 60 (sixty) calendar days prior to the submission of documents to the relevant institution;
			3. regarding filing the application for legal protection proceedings or insolvency proceedings of the Manager against the Manager with the court no later than 2 (two) business days after receipt of the respective notification;
		8. The Manager shall be obliged to take all other necessary actions related to the performance of the requirements set forth in the Agreement or the Technical Specifications, as well as to cooperate in good faith with the Municipality to provide for the successful operation of the municipal waste management system and its compliance with the requirements of the laws and regulations, insofar as it depends on the actions of the Manager;
		9. The Manager shall be obliged to develop and publish, on a regular basis, various informative and educational material on topicalities in the area of waste management, including with respect to separate waste collection, and educate the public on waste management processes by providing information in the media and various printed materials;
		10. The Manager shall submit the Municipality, once a month, by the 10th date of the following month, a report (according to the form specified by the Municipality) regarding the types of municipal waste collected during the previous month and their amount;
		11. The Manager shall ensure once a year that the mass of municipal waste collected, transferred for regeneration and disposed of in a landfill, is determined in tonnes. The Contractor shall inform the Municipality in writing about the mass of municipal waste collected, transferred for regeneration and disposed of in a landfill in accordance with the procedure specified by the Cabinet (21 August 2018 Cabinet Regulation No. 537 "Procedure and conditions for measuring the weight to volume ratio of municipal waste").
	2. **Duties and rights of the Municipality:**
		1. Within 10 (ten) business days after the date of entry into force of the Agreement, by publishing the information on the municipality website <https://pasvaldiba.riga.lv>, to inform municipal waste producers/holders about changes in the receipt of the waste management service, introducing the terms and conditions of the municipal waste management agreement, the fee for municipal waste management and the way of using the Containers;
		2. To transfer to the manager, all the information at the disposal of the Municipality for the provision of the Services, regarding which the document and information delivery-acceptance act shall be executed and signed by the representatives of the Parties;
		3. To inform the Manager of any circumstances known to the Municipality that may affect the quality of the Services provided;
		4. To collaborate with the Manager in notifying the waste producers/holders of changes in the procedure of provision of the Services, the fee for receipt of the Services;
		5. To involve third parties to ensure the continuity of municipal waste management in the event that the Manager fails to meet the obligations under the Agreement and its Annexes by using the Agreement performance security provided in Subparagraph 4.1.1.2 of the Agreement.
	3. The Parties have agreed that pursuant to Paragraph 2 of the 21 August 2018 Cabinet Regulation No. 537 "Procedure and conditions for measuring the weight to volume ratio of municipal waste" (hereinafter the Regulation), the Manager shall perform measurements of mass and volume ratios of municipal waste, by providing for weighing the waste collected and estimating the volume of the waste according to the volume of the waste container.
	4. The Parties have agreed that the mass and volume ratios of municipal waste will be determined in accordance with Paragraph 3.2 of the Regulation - by recording the volume of each waste container at the place of its emptying in accordance with Paragraph 5 of the Regulation and in the procedure provided in Paragraph 3 of the Agreement on the municipal waste collection routes, and weighing of the respective waste cargo shall be ensured at the landfill of SIA Getliņi EKO.
	5. The Parties have agreed that the Manager shall notify the contact person of the Municipality specified in the Agreement of the waste collection routes and the date when the weight to volume ratio of municipal waste will be determined no later than 5 (five) business days in advance.
	6. The representative of the Municipality shall be entitled to participate in the trips on waste collection routes where the weight to volume ratio of municipal waste will be determined.
	7. When converting waste volume units into weight units, the Manager shall use the information obtained according to the actual figures and shall calculate the coefficient of conversion from volume units to weight units by using the formula set forth in Paragraph 6 of the Regulation.
	8. Measurement tools that meet the requirements set forth by laws and regulations on measurement uniformity will be used to determine the weight of the waste.
	9. The Manager shall determine the weight to volume ratio of the waste on a quarterly basis.
	10. The Manager shall submit to the Municipality in writing, the information (in accordance with the model specified in the Annex to the Regulation) regarding the weight and volume measurements of municipal waste performed during the previous calendar year and the applicable coefficient by 1 March of the current year.
2. **LIABILITY OF THE PARTIES AND TERMINATION OF THE AGREEMENT**
	1. The Parties shall be liable for partial or complete default of the Agreement in the cases and in the procedure set forth by the laws and regulations of the Republic of Latvia and the Agreement.
	2. The Parties shall indemnify each other for any losses incurred due to a failure to perform or improper performance of their contractual obligations in accordance with the terms of the Agreement.
	3. The Parties shall be mutually responsible for any proven damages caused to each other, if such have been caused due to an action or omission by the Party or its employee, as well as any third parties involved in the performance of the Agreement, including as a result of gross negligence, malicious intent or carelessness.
	4. Inadequate performance of obligations shall include, inter alia:
		1. partial or complete failure to perform the provisions of the Agreement and its Annexes (including the requirements included in the Technical Specifications);
		2. failure to meet the deadlines set forth in the Agreement;
		3. failure to comply with the deadlines for the removal of municipal waste and invoicing deadlines specified in the individual agreements with the Clients, regarding which substantiated complaints have been received from the Clients;
		4. failure to comply with the fee for municipal waste management set forth in the Agreement;
		5. failure to provide the Municipality with the information set forth in the Agreement.
	5. In the case of the improper performance of obligations discussed in Paragraph 5.4 of the Agreement, the Municipality shall impose a penalty of up to EUR 300 (three hundred euros) for each event of breach, depending on the severity of the breach and its consequences.
	6. The Parties have agreed on the following procedure for applying penalties:
		1. for the occurrence of the circumstances discussed in Paragraph 5.4 of the Agreement for the first time, the Municipality shall issue a written warning to the Manager and shall note the possible consequences in the case that the improper performance of obligations under the Agreement is not eliminated by the deadline specified in the warning;
		2. if the Manager fails to eliminate or delays the elimination of the breach specified in the warning (Paragraph 5.6.1 of the Agreement) in relation to performance under the Agreement, or the performance is incomplete or of poor quality, the Municipality shall be entitled to bring claims regarding the work performed by the Manager by drafting the act on poor quality performance and requiring payment of a penalty;
		3. for each event specified in Paragraphs section 5.4.1 - 5.4.5 of the Agreement, the Municipality shall draft and sign the act, by inviting the manager, with attached photographs showing the relevant fact and the time they were taken and/or other documentary evidence of the breach. Failure by the manager to attend the signing of the act on default shall not affect the validity of the act. The Municipality shall send the prepared act together with the notification of the poor quality performance of obligations and other documents proving the breach to the Manager immediately, but no later than within 2 (two) business days after establishing the fact, to the e-mail address specified in the Agreement and to the mailing address of the Manager specified in the Agreement. The notification shall specify the deadline by which the breach of obligations discussed in the act shall be eliminated or an explanation of the established fact of breach shall be provided. The maximum time allowed for elimination of the breach and/or provision of the explanation shall be 3 (three) business days from the date of sending the act (electronically);
		4. if the Manager fails to eliminate the breach specified in the default act by the deadline specified in the notification, the Municipality shall send the manager the invoice for payment of the penalty by determining the deadline for payment of the invoice not exceeding 10 (ten) business days from the invoice date;
		5. if the Manager fails to pay the penalty by the deadline specified in the invoice, the Agreement performance security specified in Paragraph 4.1.1.2 of the Agreement shall be used.
	7. The Manager shall pay the Municipality a penalty, *which shall be set for each lot of the Open Tender individually:* EUR 550,000 (five hundred and fifty thousand) in Lot 1, EUR 300,000 (three hundred thousand) in Lot 2, EUR 200,000 (two hundred thousand) in Lot 3 and EUR 600,000 (six hundred thousand) in Lot 4, for any breach that grants the Municipality the right to unilaterally withdraw from the Agreement, irrespective of the fact of exercising or not exercising such right.
	8. In all events where the Municipality is entitled to claim a penalty or damages from the Manager, the Municipality may withhold the amount of the penalty or the amount of the damages by using the Agreement performance security specified in Paragraph 4.1.1.2 of the Agreement.
	9. Payment of any penalty under the Agreement shall not exempt the Parties from the complete fulfilment of their obligations.
	10. The Municipality shall be entitled to unilaterally withdraw from and terminate the Agreement by sending a relevant notice to the Manager in the following events:
		1. if the State Environmental Service revokes the permit for the management of municipal waste in Riga City issued to the Manager, or after the revision of such permit the Manager is not entitled to provide the full scope of the Services, and such event lasts for more than 10 (ten) business days;
		2. if the Road Transport Administration revokes the permit (licence) for commercial freight transportation in the territory of Latvia;
		3. If the Health Inspectorate of the Ministry of Health of the Republic of Latvia revokes the permit certifying that the Manager is registered with the Health Inspectorate Disinfection, Disinsectisation and Deratisation Service Provider Register to perform container washing and disinfection;
		4. insolvency of the Manager has been announced;
		5. if the Manager repeatedly fully or partially fails to perform the obligations specified in the Agreement and its Annexes, regarding which a warning has been sent to the Manager and/or the penalty has been repeatedly (at least 5 established facts of breach) withheld.
	11. If the preconditions discussed in Paragraphs 5.10.1 - 5.10.5 on the Agreement, based on which the Municipality unilaterally withdraws from and terminates the Agreement, are present, the Manager shall indemnify the Municipality for all direct and indirect losses incurred in connection with termination of the Agreement. If the Municipality unilaterally terminates the Agreement, the Manager shall be obliged to continue the provision of the Services (except in the event specified in Subparagraphs 5.10.1, 5.10.2 and 5.10.3) in the amount set forth in the Agreement until the Municipality selects another provider of municipal waste management services and enters into the relevant agreement in the procedure set forth by laws and regulations.
	12. The Municipality shall notify the Manager of the decision to withdraw from the Agreement in writing, and the Agreement shall be deemed terminated:
		1. in the events specified in Subparagraphs 5.10.1, 5.10.2 and 5.10.3 of the Agreement - immediately;
		2. in the event specified in Subparagraph 5.10.4 of the Agreement - from the day following the announcement of insolvency;
		3. in other events - from the date specified by the Municipality.
	13. If the Manager does not agree with the motivation for the unilateral termination of the Agreement, the Manager shall be entitled to bring an action in court, but the judicial proceedings shall not serve as the basis for terminating the provision of the Services or not transferring such to another municipal waste management service provider selected by the Municipality.
	14. The Parties shall be exempt from any liability for complete or partial failure to perform the Agreement if such failure is caused by force majeure or circumstances of an extraordinary nature, that have emerged after the Agreement has been entered into and that could not have been either foreseen or prevented. Force majeure and circumstances of an extraordinary nature shall include fire at the location of the Manager's technical facilities, natural disaster at the place of Service provision excluding the possibility to provide the Services, acts of the legislature, executive institutions, state officials, judicial and municipal authorities and documents adopted by such that directly or indirectly apply to any Party and exclude or significantly restrict the performance of obligations under the Agreement by the Party concerned. Extraordinary circumstances shall be deemed circumstances where the Manager, despite repeated warnings and/or imposing a penalty, continues the non-performance of obligations under the Agreement.
	15. The Party invoking force majeure or circumstances of an extraordinary nature shall notify the other Party of such in writing without delay, but no later than within 3 (three) business days, stating the possible term for the performance of obligations. Upon request, the above notification shall be supplemented with a certification issued by a competent authority and containing confirmation of the circumstances of an extraordinary nature and their description.
	16. If due to force majeure or extraordinary circumstances, the performance of the Agreement is delayed for more than 30 (thirty) days, each Party shall be entitled to unilaterally terminate the Agreement by written notice to the other Party. If the Agreement is terminated in such a way, none of the Parties shall be entitled to claim damages from the other Party.
	17. Early termination of the Agreement in accordance with the provisions of the Agreement shall not entitle any Party to bring objections against or claim damages from the other Party, including compensation of the lost profits.
	18. The Parties shall resolve any disputes or discrepancies in connection with the performance of obligations hereunder by means of negotiations. If no agreement is negotiated, the dispute shall be referred to the courts of the Republic of Latvia.
	19. The manager shall only use and store the personal data received from the Municipality in accordance with the laws and regulations governing the protection and processing of personal data, and shall ensure that the employees of the manager involved in the processing of personal data have committed to comply with the requirements of laws and regulations both in the performance of work duties and after the termination of employment.
	20. The Manager shall destroy the documents containing personal data after the termination of the Services, in accordance with the requirements of the laws and regulations.
3. **SUBCONTRACTORS AND STAFF**
	1. The recruitment or replacement of staff and subcontractors involved in the performance of the Agreement may be carried out in accordance with the provisions of the Public Procurement Law and the Agreement.
	2. The manager shall not be entitled to change the staff and subcontractors specified in the offer or involve additional subcontractors in the performance of the Agreement without coordination with the Municipality. The Municipality may request the opinion of the staff and the subcontractor about the reasons for replacement. The Manager shall be obliged to coordinate the involvement of additional staff in the performance of the Agreement with the Municipality.
	3. The replacement of staff specified in the offer of the Manager for the Open Tender shall only be permitted in the procedure and in the events specified in the Agreement and the Public Procurement Law. The Municipality shall not agree to the replacement of any staff specified in the offer of the Manager for the Open Tender if the proposed staff does not meet the requirements for the staff proposed in the procurement procedure documentation or it does not have at least the same qualifications and experience as the staff that was evaluated when determining the most economically advantageous offer.
	4. The Municipality shall not agree to the replacement of any subcontractor specified in the offer of the Manager for the Open Tender if any of the following conditions exists:
		1. the proposed subcontractor does not meet the requirements for subcontractors specified in the Open Tender documentation;
		2. a subcontractor is changed, on the capabilities of which the Manager has relied in the Open Tender to certify the compliance of its qualifications to the requirements specified in the notification of the agreement and the Open Tender documents, and the proposed subcontractor does not have at least the same qualifications that the Manager had referred to when certifying its compliance with the requirements set forth for the Open Tender, or the subcontractor meets the conditions for the exclusion of candidates specified in Parts One or Two of Section 42 of this law (according to what has been specified by the customer in the notification of the agreement or the procurement procedure documents);
		3. the proposed subcontractor, the value of services to be provided by which is at least 10 percent of the total value of the Agreement complies with the events for the exclusion of candidates specified in Parts One or Two of Section 42 of the Public Procurement Law (according to what has been specified by the customer in the notification of the agreement or the procurement procedure documents);
		4. a change of subcontractor would lead to such amendments in the Manager's offer which, if initially included therein, would affect the selection of the offer in accordance with the offer evaluation criteria specified in the Open Tender documentation.
	5. The Municipality shall not agree to the involvement of a new subcontractor in the event where such changes, if made in the initial offer, would have affected the selection of the offer in accordance with the offer evaluation criteria specified in the Open Tender documentation.
	6. When verifying the conformity of the new subcontractor, the Municipality shall apply the provisions of Section 42 of the Public Procurement Law and the time limits specified in Part Three of Section 42 of the Public Procurement Law shall be counted from the date when the request for a change of subcontractor is submitted to the Municipality.
	7. The Municipality shall make a decision to allow or reject changing the Manager's staff or subcontractors or involving new subcontractors in the performance of the Agreement as soon as possible, but no later than within 5 (five) business days after the receipt of all information and documents necessary for making a decision.
4. **OTHER PROVISIONS**
	1. The Agreement may be supplemented or amended in accordance with the provisions of applicable laws and regulations. Any changes or supplements to the Agreement shall be executed in writing and shall become integral parts of the Agreement.
	2. Any notices sent in writing between the Parties shall be deemed received at the time of their receipt, but no later than on the 7th (seventh) day following their delivery to the post office. Notices sent by email and fax shall be deemed received on the day they are sent.
	3. Any delay by a Party to exercise its rights and remedies under the Agreement and applicable laws and regulations or failure to exercise such by the specified deadline shall not constitute a waiver of, or prohibit or restrict the Party exercising such right or remedy or any other right or remedy in the future.
	4. If any provision of the Agreement becomes wholly or partially invalid, unenforceable or is amended, the remaining provisions of the Agreement shall remain in force. In such event the Parties shall replace the invalid or unenforceable provision with a valid or enforceable provision which produces a similar result and which corresponds to the will of the Parties at the time of signing the Agreement, and which by its economic consequences will be to a maximum extent equivalent to the invalid or unenforceable provision.
	5. In matters not discussed in the Agreement the Parties shall be guided by the applicable laws and regulations of the Republic of Latvia.
	6. By signing the Agreement, the Parties certify that they have fully researched the provisions of the Agreement, the legal and actual consequences of the Agreement, and agree to such.
	7. The Agreement shall be binding upon the Parties as well as any third parties that lawfully take over their rights and obligations. The Manager shall not be entitled to assign or otherwise transfer any rights or obligations under the Agreement to any third party without the prior written consent of the Municipality.
	8. If any of the Parties is being reorganised, the Agreement shall remain in force and its terms and conditions shall be binding upon the legal successors of the Parties.
	9. The Agreement is drawn up in Latvian on \_\_\_ (\_\_\_\_) pages with 5 (five) Annexes, \_\_\_ (\_\_\_\_\_\_\_\_) pages in total, in two counterparts, having equal legal power. One counterpart shall be kept by the Municipality, the other by the Manager.
	10. The following Annexes are attached to this Agreement as its integral parts:

Annex 1, Technical Specifications, on \_\_\_ (\_\_\_\_\_\_\_\_) pages;

Annex 2, Technical Offer, on \_\_\_ (\_\_\_\_\_\_\_\_) pages;

Annex 3, Financial Offer, on \_\_\_ (\_\_\_\_\_) pages;

Annex 4, Municipal waste management agreement with individuals, sample on \_\_\_ (\_\_\_\_\_\_\_\_) pages;

Annex 5, Municipal waste management agreement with legal entities, sample on \_\_\_ (\_\_\_\_\_\_\_\_) pages;

Annex 6, Rules of the open tender, on \_\_\_ (\_\_\_\_\_\_\_\_) pages.

* 1. The Municipality shall assign \_\_\_\_\_\_\_\_\_\_, telephone \_\_\_, e-mail \_\_\_, as its authorised representative for resolving operational matters during the performance of the Agreement.
	2. The Manager shall assign \_\_\_\_\_\_\_\_\_\_, telephone \_\_\_, mobile phone \_\_\_\_, e-mail \_\_\_, as its authorised representative for resolving operational matters during the performance of the Agreement.
	3. The Parties shall notify each other in writing of any change of their authorised representatives.

**8. DETAILS OF THE PARTIES**

|  |  |  |
| --- | --- | --- |
| The Municipality |  | The Manager |
|  |  |  |

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

stamp stamp

Annex 4 to the Agreement

MUNICIPAL WASTE MANAGEMENT AGREEMENT **FOR INDIVIDUALS, SAMPLE**

\* **Required fields** marked with an asterisk must be filled in by the client Agreement No.

|  |  |
| --- | --- |
| **Details of the client\*** |  |
| **\***Name, surname |   |  **\***Phone: |  |  |
| **\***Personal identity number: |   |  **\***E-mail: |  |
| **\***Address of the declared place of residence:  |  |
|  |  |  |  |
| **\***Correspondence address if different from the declared address: |  |  |  |  |
|   |  |  |  |
| **\***Address where the service should be provided: |  |  |  |  |
|   |  | \*Number of persons declared |  |  |
| \*Choose your billing method:[ ]  to e-mail [ ]  by mail (I confirm that I will pay the cost of preparing and sending a paper invoice of EUR \_\_\_, including VAT) |

 Season agreement, period from \_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_ [ ] (make a cross if the season needs to be repeated every year)

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|   |  |   |   |   |   |   |   |   | I agree that without a separate application the amount of waste is collected thatexceeds that which is agreed upon in the agreement. |  |
| The customer will use a container owned by him/her |  |  |  |  |
| Container capacity: |  |  |  |  |  |  |  |
| 0.12 m3 |  | 0.24 m3 |  | 0.66 m3 |   | 0.77 m3 |  | 1.1 m3  |  | \_\_\_\_ m3 |
| Number of containers |  |  | Number of containers |  |  | Number of containers |   |   | Number of containers |  |   | Number of containers |  |  | Number of containers |  |
| once a week |  |  | once a week |  |  | once a week |  |  | once a week |  |  | once a week |  |  | once a week |  |
|  every other week |  |  |  every other week |  |  | every other week |  |  | every other week |  |  | every other week |  |  | every other week |  |
| once in four weeks |  |  | once in four weeks |  |  | once in four weeks |  |  | once in four weeks |  |  | once in four weeks |  |  | once in four weeks |  |
| \_\_\_\_\_ times a week |  |  | \_\_\_\_\_ times a week |  |  | \_\_\_\_\_ times a week |  |  | \_\_\_\_\_ times a week |  |  | \_\_\_\_\_ times a week |  |  | \_\_\_\_\_ times a week |  |
|  |   |   |   |   |   |   |   |   |   |   |  |  |  |  |

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| --- | --- |
| **Price of the municipal waste management service:** | \_\_ EUR/m 3 (including 21% VAT) |
|  |  |

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|  |  |
| --- | --- |
|  | I confirm the accuracy of the above data and agree with the standard terms and conditions of the agreement specified overleaf in this Agreement. I agree that the means of communication specified in this Agreement shall be used for communication with me. By signing the agreement, I confirm that I have received detailed information about the terms and conditions of the agreement and have understood them. |
| **\*Client (Customer):** |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(signature and printed name) (date)In the case that you want to discuss the terms and conditions of the agreement further, place a cross [ ] ; we will contact you as soon as possible. |
|  |  |

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| --- |
| **This section should be filled in by the Contractor** |
| **Service Provider (Contractor)** |   |  | Removal frequency: |  |
| Name  |  |   | The Contractor will warn about the first date of the planned removal no later than 2 weeks in advance |
| Registered address  |  |   | Billing period: |  |
| Unified registration No. |  |  | **Customer Centre:**  | Tel.:  |
| Bank |  |
|  | Fax:  |
| Bank code |  |  | E-mail: Website:  |
| Bank account No. |  |  |  |
|  |  |
| (authorised representative) |  (signature) |
| Date of signing the agreement: |  |   |  |  |
|  |

 |

**General terms and conditions of the waste management agreement for individuals**

1. **SUBJECT OF THE AGREEMENT**
	1. The CUSTOMER shall order and pay for, and the CONTRACTOR shall carry out the management of the household waste (household waste - household waste and similar waste from commercial and industrial companies and institutions), hereinafter MW, generated by the CUSTOMER, i.e. collection, sorting, storage, transportation, regeneration of MW and delivery for disposal or recycling in accordance with the environmental protection requirements, hereinafter the Services.

Procedure of Service provision, addresses, costs, provision schedule and other terms and conditions are set forth in this Agreement and its Annexes.

* 1. Upon the transfer of MW to the CONTRACTOR, it becomes the property of the CONTRACTOR.
1. **RIGHTS AND OBLIGATIONS OF THE CUSTOMER**
	1. The CUSTOMER shall accumulate MW in containers owned by the CONTRACTOR, unless the Parties have agreed otherwise.
	2. The CUSTOMER shall provide for uninterrupted access of specialised vehicles at the locations of the containers agreed upon with the CONTRACTOR on the days of provision of the Service. In the event where the container(s) is(are) located in private territories, the CUSTOMER shall take the container(s) outside the territory, on the edge of the access road, unless the Parties have agreed otherwise in writing.
	3. The CUSTOMER shall indicate the place for the placement of the MW container(s) by coordinating the location with the land owner, if necessary.
	4. The CUSTOMER must agree on the location of the container with the CONTRACTOR. If the CONTRACTOR considers that the container is not placed in an accessible place for its emptying then the CONTRACTOR shall indicate the appropriate place by the next time of removal, and such shall be considered as an agreed location.

2.5. If the CUSTOMER wishes to change any of the terms of Service provision (such as address, removal schedule, number of containers, capacity, etc.), the CUSTOMER shall submit a written application to the CONTRACTOR by the 20th date of the month concerned. The CONTRACTOR shall provide the answer regarding the possibility to provide for appropriate changes in the Service, which shall enter into force no earlier than from the 1st date of the following month.

2.6. The CUSTOMER shall not exceed the load capacity of the MW containers and not place the following in the MW containers: glowing, burning, flammable and explosive objects as well as hazardous waste, liquid and large size waste, infectious waste, construction debris and other repair and demolition waste, and also any waste for which management procedures different from MW are set forth in accordance with the laws and regulations or this Agreement. The CUSTOMER can order the removal of such waste from the CONTRACTOR by entering into an individual agreement.

2.7. The CUSTOMER shall not allow prolonged accumulation of the generated MW in the property of the waste generator or possessor, shall provide for its regular collection and transfer to the CONTRACTOR, taking into account the amount (volume) of waste actually generated in the property, but not less than:

2.7.1. residential home

2.7.1.1. once in four weeks, if not more than 2 (two) persons have declared their place of residence in the residential house and assuming that the amount of waste removed is 120 (one hundred and twenty) litres per month irrespective of the type of waste collection (containers or prepaid waste bags);

2.7.1.2. once every two weeks if more than 2 (two) persons have declared their place of residence in the residential house;

2.7.2. in multi-apartment residential buildings - at least once a week;

2.7.3. in non-residential buildings where economic activity is carried out (offices, schools, stations and other similar buildings) - once in four weeks;

2.7.4. economic operators, who operate a grocery store, cafe or who are engaged in food product production or processing and have entered into an agreement with the waste manager in accordance with Paragraph \_\_\_ of the \_\_\_.\_\_\_\_.\_\_\_\_\_\_\_ Riga City Council Binding Regulation No. "\_\_\_\_\_\_\_\_\_\_\_\_" - \_\_\_\_ (\_\_\_\_) times in four weeks.

The CUSTOMER is aware that the minimum frequency of emptying the waste containers is set forth in the binding regulations of the local government. The CUSTOMER is obliged to select the capacity, number of containers and frequency of removal in accordance with the binding regulations of the local government and the amount of waste generated.

2.8. The CUSTOMER shall be entitled to receive the following ancillary services upon prior agreement on the procedure of waste accumulation and removal or the time of provision of the SERVICE (EUR, including VAT):

2.8.1. removal of biodegradable waste - \_\_.\_\_ EUR/m3;

2.8.2. prepaid MW bags - \_\_.\_\_ EUR/set (\_\_\_ pieces).

1. **RIGHTS AND OBLIGATIONS OF THE CONTRACTOR**
	1. The CONTRACTOR shall be obliged to provide the Services in good quality, in accordance with the documents of the procurement procedure organised by Riga City Municipality, hereinafter the Municipality, and waste management permits issued by environmental protection institutions and the applicable laws and regulations.
	2. The CONTRACTOR shall be entitled not to provide the Service at the agreed time in the event of the occurrence of force majeure: natural disasters, flood, earthquakes, strikes, etc., the occurrence of which the Parties could not foresee and prevent by reasonable means. In any event, the CONTRACTOR shall do everything possible to provide the Service anyway, and shall notify the CUSTOMER to the extent possible about the possible failure to provide the Services on time. In such an event, the CONTRACTOR shall not be liable for a failure to perform the contractual obligations.
	3. The CONTRACTOR shall be entitled not to provide the Service if the CUSTOMER is in breach of the terms and conditions of this Agreement (no access to the MW container, composition of MW, its accumulation does not comply with the provisions of this Agreement, etc.). In such an event, the CONTRACTOR shall be obliged to take photos and the CUSTOMER shall assume liability for the non-performance of the contractual obligations.
	4. If the CONTRACTOR is unable to provide the Service in accordance with the schedule or by the agreed deadline due to technical reasons, the CONTRACTOR may transfer the service to the following day (according to the MW removal schedule) or any other day agreed on with the CUSTOMER, without reducing the number of MW removal times specified in the schedule of the CUSTOMER. If, as a result of the transfer of the SERVICE, an administrative penalty is imposed on the CUSTOMER for a failure to remove municipal waste, the CONTRACTOR shall reimburse the CUSTOMER for the costs of payment of the administrative penalty.
	5. The CONTRACTOR shall:

3.5.1. treat the CUSTOMER's objects (green area, greenery, fences and enclosures) with due care, and in the event of damage indemnify such in the actual amount;

3.5.2. carry out the replacement and/or repair of MW containers in a timely manner and at its own expense if the damage is due to the fault of the CONTRACTOR or natural wear and tear of the containers;

3.5.3. provide for the collection of waste spilled during emptying of the MW containers, except when the container has been overloaded and/or the lid is not closed;

3.5.4. provide for washing the inside of the MW containers with disinfectant solution as necessary, but no less than twice a year.

* 1. The CONTRACTOR shall be entitled to change the Service provision schedule and technology by notifying the CUSTOMER of such in writing at least one calendar week in advance.
	2. The CONTRACTOR shall inform the CUSTOMER in writing of any changes in the waste management fee. The waste management fee may be changed in accordance with the procurement Agreement entered into by and between the CONTRACTOR and the Municipality, or in accordance with the laws and regulations.
	3. The CONTRACTOR shall not be liable for emptying of the MW container fully if the MW has become frosted, clogged or compacted.
1. **PROCEDURE OF SERVICE PROVISION**
	1. The Services shall be provided in accordance with the MW removal schedule.
	2. The CUSTOMER shall apply for the removal of any additional volumes of MW to the CONTRACTOR at least 2 (two) business days prior to the scheduled date of provision of the Service.
	3. The CUSTOMER shall also be entitled to use the prepaid MW bags for the removal of additional waste. If on the date of Service provision the prepaid bags are placed next to the container, their removal does not have to be applied for individually.
2. **PAYMENTS**
	1. The CONTRACTOR shall issue the invoice to the CUSTOMER for the planned amount of the Services for the invoicing period specified in the Agreement by the 15th date of the first month of the relevant period.
	2. The CUSTOMER shall be obliged to pay the invoices for the Services received no later than by the 5th date of the following month. In the event where the invoicing period is several months, the CUSTOMER shall be entitled to pay the CONTRACTOR's invoice for each month separately; however, the CUSTOMER shall be obliged to make payment no later than by the 5th date of each month for the Services received in the previous month.
	3. For any delay of payment, the CUSTOMER shall pay late interest of 0.1% (zero point one per cent) of the amount of the delayed payment for each delayed day of payment.
	4. The CONTRACTOR shall include any adjustments for the previous period in the invoice:

5.4.1 if the Service has not been provided due to the fault of the CONTRACTOR;

5.4.2. if additional volumes of MW have been removed in accordance with the CUSTOMER'S application, other Services have been provided, the schedule, the number, volume of containers, frequency of provision of the Services or any other conditions affecting the total price of the Services hereunder are changed.

* 1. In the event where the CUSTOMER fails to comply with Paragraph 2.2 or 2.5 herein, MW will not be collected, but payment for the Service for the respective capacity of the container for the particular time of removal will be included in the invoice in full.
1. **MW CONTAINERS**
	1. The CONTRACTOR shall deliver the MW container(s) to the CUSTOMER within 14 (fourteen) calendar days after entering into the Agreement, but no later than 5 (five) calendar days before the first removal.
	2. The CUSTOMER shall assume financial liability for the preservation of containers handed over for use and their equipment, and shall pay the full value of replacement of the MW container in accordance with the price list of the CONTRACTOR if the MW container has been damaged due to the CUSTOMER'S action or omission and it is not related to the natural wear and tear or defect of the MW container. Upon the expiry or termination of the Agreement, the CUSTOMER is obliged to return the container(s) to the CONTRACTOR in a usable condition; only natural wear and tear of the containers is permissible.
	3. The CUSTOMER shall be obliged to immediately notify the CONTRACTOR if the MW container(s) has(have) not been delivered by the deadline specified herein, the MW container is damaged or lost.
	4. If the CUSTOMER uses its own container for the accumulation of waste, the CONTRACTOR shall be entitled to equip the container with the necessary equipment for data recording at its own expense. The CUSTOMER shall provide for the preservation of the CONTRACTOR's equipment.
2. **TERM OF VALIDITY OF THE AGREEMENT**
	1. The Agreement is considered to have been concluded if the Parties have approved it in one of the following ways: secure electronic signature, physical signature or confirmation by electronic means. The Agreement shall be valid for the duration of the procurement agreement entered into by and between the CONTRACTOR and the Municipality, estimated until \_\_\_\_\_\_\_\_.
	2. In the event that the Customer is no longer obliged to receive this service in the territory of the Municipality, the CUSTOMER shall be entitled to terminate this Agreement by giving written notice to the CONTRACTOR, but no later than 1 (one) month in advance.
3. **CLAIMS AND LIABILITY**
	1. The CUSTOMER may file a substantiated claim with the CONTRACTOR for the provided Service in accordance with the procedure set forth by laws and regulations. Any claims must be made in writing or verbally, specifying the circumstances justifying the claim as well as providing evidence to substantiate the claim by using the Customer Service Centre of the CONTRACTOR, phone number \_\_\_\_\_, fax \_\_\_\_\_ or e-mail [\_\_\_\_\_](http://_____), or by filling out the application on the website [www.\_\_\_\_.lv](http://www.____.lv).
	2. The CONTRACTOR shall respond to the CUSTOMER within 15 (fifteen) business days from the date of receipt of the information.
	3. The Parties shall be exempt from liability for the non-performance or improper performance of their obligations in the event of the occurrence of force majeure circumstances: natural disaster, flood, earthquake, strike, etc.
	4. If the CUSTOMER fails to perform or improperly performs its obligations hereunder, the CONTRACTOR shall be entitled to transfer the right to recover the overdue payments to third parties.
	5. The CONTRACTOR shall be entitled to process personal data of the CUSTOMER, including transferring data to third parties to the extent necessary for the performance of this Agreement. By signing this Agreement, the CUSTOMER confirms that he/she agrees to receive the information by means of communication specified in the Agreement.
4. **GENERAL TERMS AND CONDITIONS OF THE AGREEMENT**
	1. Any changes to the Agreement (except Paragraph 3.6) made on behalf of the CUSTOMER and received from the CUSTOMER by means of communication specified in this Agreement shall be executed by the CONTRACTOR unilaterally. The CUSTOMER shall be obliged to immediately inform the CONTRACTOR of any changes in the means of communication.
	2. The Parties shall resolve all disputes and discrepancies in connection with the performance of obligations hereunder by means of negotiations. If no agreement is reached, the disputes shall be resolved in accordance with the laws and regulations of the Republic of Latvia.
	3. As of the signing of this Agreement any prior written or verbal agreements between the Parties regarding the subject of this Agreement shall become void.

Annex 5 to the Agreement

HOUSEHOLD WASTE MANAGEMENT AGREEMENT **FOR LEGAL ENTITIES, SAMPLE**

\* Required fields marked with an asterisk must be filled in by the customer Agreement No.

|  |  |  |
| --- | --- | --- |
| **\*Customer's details**  |  |    |
| \*Name of the company: |  |
| \*Registration No. |  |  **\***Phone: |  |    |
| **\***Name, Surname: |  |  **\***E-mail: |  |
| **\***Position: |  |  **\***Bank |  |
| \*Representing based on: |  |  **\***Account |  |
|   |  |  |  |  |
| **\***Registered address: |  |  |  |  |
|   |  |   |  |
| **\***Correspondence address (to be filled in if different from the registered address): |  |  |  |  |
|   |  |  |  |
| **\***Address where the service should be provided: |  |  |  |  |
|   |  | \*Number of persons declared  |  |
| \*Choose your billing method:[ ]  to e-mail [ ]  by mail (I confirm that I will pay the cost of preparing and sending a paper invoice of EUR \_\_\_, including VAT) |   |
| Season agreement, period from \_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_ [ ] (place a cross if the season needs to be repeated every year) |  |

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|   |  |   |   |   |   |   |   |   | I agree that without a separate application the amount of waste is collected thatexceeds that which is agreed upon in the agreement. |  |
| The customer will use a container owned by him/her |  |  |  |  |
| Container capacity: |  |  |  |  |  |  |  |
| 0.12 m3 |  | 0.24 m3 |  | 0.66 m3 |   | 0.77 m3 |  | 1.1 m3  |  | \_\_\_\_ m3 |
| Number of containers |  |  | Number of containers |  |  | Number of containers |   |   | Number of containers |  |   | Number of containers |  |  | Number of containers |  |
| once a week |  |  | once a week |  |  | once a week |  |  | once a week |  |  | once a week |  |  | once a week |  |
|  every other week |  |  |  every other week |  |  | every other week |  |  | every other week |  |  | every other week |  |  | every other week |  |
| once in four weeks |  |  | once in four weeks |  |  | once in four weeks |  |  | once in four weeks |  |  | once in four weeks |  |  | once in four weeks |  |
| \_\_\_\_\_ times a week |  |  | \_\_\_\_\_ times a week |  |  | \_\_\_\_\_ times a week |  |  | \_\_\_\_\_ times a week |  |  | \_\_\_\_\_ times a week |  |  | \_\_\_\_\_ times a week |  |
|  |   |   |   |   |   |   |   |   |   |   |  |  |  |  |

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| **Price of the municipal waste management service:** | \_\_ EUR/m 3 (including 21% VAT) |

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| **\*Client (Customer)** | I confirm the accuracy of the above data and agree with the standard terms and conditions of the agreement specified overleaf in this Agreement. I agree that the means of communication specified in this Agreement shall be used for communication with me. By signing the agreement, I confirm that I have received detailed information about the terms and conditions of the agreement and have understood them. |
| **\***Customer: |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Title, signature and printed name) (date) |

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| **This section should be filled in by the Contractor** |
| **Service Provider (Contractor)** |   |  | Removal frequency: |  |
| Name  |  |   | The Contractor will warn about the first date of the planned removal no later than 2 weeks in advance |
| Registered address |  |   | Billing period: |  |
| Unified registration No. |  |  | **Customer Centre:**  | Tel.:  |
| Bank |  |
|  | Fax:  |
| Bank code |  |  | E-mail: Website:  |
| Bank account No. |  |  |  |
| (authorised representative) |  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (signature) |
| Date of signing the agreement: |  |   |  |  |

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**General terms and conditions of the waste management agreement for legal entities**

**1. SUBJECT OF THE AGREEMENT**

* 1. The CUSTOMER shall order and pay for, and the CONTRACTOR shall carry out the management of the household waste (household waste - household waste and similar waste from commercial and industrial companies and institutions), hereinafter MW, generated by the CUSTOMER, i.e. collection, sorting, storage, transportation, regeneration of MW and delivery for disposal or recycling in accordance with the environmental protection requirements, hereinafter the Services.

Procedure of Service provision, addresses, costs, provision schedule and other terms and conditions are set forth in this Agreement and its Annexes.

* 1. Upon the transfer of MW to the CONTRACTOR, it becomes the property of the CONTRACTOR.
1. **RIGHTS AND OBLIGATIONS OF THE CUSTOMER**
	1. The CUSTOMER shall accumulate MW in containers owned by the CONTRACTOR, unless the Parties have agreed otherwise.
	2. The CUSTOMER shall provide for uninterrupted access of specialised vehicles at the locations of the containers agreed upon with the CONTRACTOR on the days of provision of the Service. In the event where the container(s) is(are) located in private territories, the CUSTOMER shall take the container(s) outside the territory, on the edge of the access road, unless the Parties have agreed otherwise in writing.
	3. The CUSTOMER shall indicate the place for the placement of the MW container(s) by coordinating the location with the land owner, if necessary.
	4. The CUSTOMER must agree on the location of the container with the CONTRACTOR. If the CONTRACTOR considers that the container is not placed in an accessible place for its emptying then the CONTRACTOR shall indicate the appropriate place by the next time of removal, and such shall be considered as an agreed location.

2.5. If the CUSTOMER wishes to change any of the terms of Service provision (such as address, removal schedule, number of containers, capacity, etc.), the CUSTOMER shall submit a written application to the CONTRACTOR by the 20th date of the month concerned. The CONTRACTOR shall provide the answer regarding the possibility to provide for appropriate changes in the Service, which shall enter into force no earlier than from the 1st date of the following month.

2.6. The CUSTOMER shall not exceed the load capacity of the MW containers and not place the following in the MW containers: glowing, burning, flammable and explosive objects as well as hazardous waste, liquid and large size waste, infectious waste, construction debris and other repair and demolition waste, and also any waste for which management procedures different from MW are set forth in accordance with the laws and regulations or this Agreement. The CUSTOMER can order the removal of such waste from the CONTRACTOR by entering into an individual agreement.

2.7. The CUSTOMER shall not allow prolonged accumulation of the generated MW in the property of the waste generator or possessor, shall provide for its regular collection and transfer such to the CONTRACTOR, taking into account the amount (volume) of waste actually generated in the property, but not less than:

2.7.1. residential home

2.7.1.1. once in four weeks if not more than 2 (two) persons have declared their place of residence in the residential house and assuming that the amount of waste removed is 120 (one hundred and twenty) litres per month irrespective of the type of waste collection (containers or prepaid waste bags);

2.7.1.2. once every two weeks if more than 2 (two) persons have declared their place of residence in the residential house;

2.7.2. in multi-apartment residential buildings - at least once a week;

2.7.3. in non-residential buildings where economic activity is carried out (offices, schools, stations and other similar buildings) - not less than once in four weeks;

2.7.4. economic operators, who operate a grocery store, cafe or who are engaged in food product production or processing and have entered into an agreement with the waste manager in accordance with Paragraph \_\_\_ of the \_\_\_.\_\_\_\_.\_\_\_\_\_\_\_ Riga City Council Binding Regulation No. "\_\_\_\_\_\_\_\_\_\_\_\_" - \_\_\_\_ (\_\_\_\_) times in four weeks.

The CUSTOMER is aware that the minimum frequency of emptying the waste containers is set forth in the binding regulations of the local government. The CUSTOMER is obliged to select the capacity, number of containers and frequency of removal in accordance with the binding regulations of the local government and the amount of waste generated.

2.8. The CUSTOMER shall be entitled to receive the following ancillary services upon prior agreement on the procedure of waste accumulation and removal or the time of provision of the SERVICE (EUR, including VAT):

2.8.1. removal of biodegradable waste - \_\_.\_\_ EUR/m3;

2.8.2. prepaid MW bags - \_\_.\_\_ EUR/set (\_\_\_ pieces).

1. **RIGHTS AND OBLIGATIONS OF THE CONTRACTOR**
	1. The CONTRACTOR shall be obliged to provide the Services in good quality, in accordance with the documents of the procurement procedure organised by Riga City Municipality, hereinafter the Municipality, and waste management permits issued by environmental protection institutions and the applicable laws and regulations.
	2. The CONTRACTOR shall be entitled not to provide the Service at the agreed time in the event of the occurrence of force majeure: natural disasters, flood, earthquakes, strikes, etc., the occurrence of which the Parties could not foresee and prevent by reasonable means. In any event, the CONTRACTOR shall do everything possible to provide the Service anyway, and shall notify the CUSTOMER to the extent possible about the possible failure to provide the Services on time. In such an event, the CONTRACTOR shall not be liable for a failure to perform the contractual obligations.
	3. The CONTRACTOR shall be entitled not to provide the Service if the CUSTOMER is in breach of the terms and conditions of this Agreement (no access to the MW container, composition of MW, its accumulation does not comply with the provisions of this Agreement, etc.). In such an event, the CONTRACTOR shall be obliged to take photos and the CUSTOMER shall assume liability for the non-performance of the contractual obligations.
	4. If the CONTRACTOR is unable to provide the Service in accordance with the schedule or by the agreed deadline due to technical reasons, the CONTRACTOR may transfer the service to the following day (according to the MW removal schedule) or any other day agreed on with the CUSTOMER, without reducing the number of times specified in the schedule of the CUSTOMER. If, as a result of the transfer of the SERVICE, an administrative penalty is imposed on the CUSTOMER for a failure to remove municipal waste, the CONTRACTOR shall reimburse the CUSTOMER for the costs of payment of the administrative penalty.
	5. The number of times of MW removal.
	6. The CONTRACTOR shall:

3.5.1. treat the CUSTOMER's objects (green area, greenery, fences and enclosures) with due care, and in the event of damage indemnify such in the actual amount;

3.5.2. carry out the replacement and/or repair of MW containers in a timely manner and at its own expense if the damage is due to the fault of the CONTRACTOR or natural wear and tear of the containers;

3.5.3. provide for the collection of waste spilled during emptying of the MW containers, except when the container has been overloaded and/or the lid is not closed;

3.5.4. provide for washing the inside of the MW containers with disinfectant solution as necessary, but no less than twice a year.

* 1. The CONTRACTOR shall be entitled to change the Service provision schedule and technology by notifying the CUSTOMER of such in writing at least one calendar week in advance.
	2. The CONTRACTOR shall inform the CUSTOMER in writing of any changes in the waste management fee. The waste management fee may be changed in accordance with the procurement Agreement entered into by and between the CONTRACTOR and the Municipality, or in accordance with the laws and regulations.
	3. The CONTRACTOR shall not be liable for emptying of the MW container fully if the MW has become frosted, clogged or compacted.
1. **PROCEDURE OF SERVICE PROVISION**
	1. The Services shall be provided in accordance with the MW removal schedule.
	2. The CUSTOMER shall apply for the removal of any additional volumes of MW to the CONTRACTOR at least 2 (two) business days prior to the scheduled date of provision of the Service.
	3. The CUSTOMER shall also be entitled to use the prepaid MW bags for the removal of additional waste. If on the date of Service provision the prepaid bags are placed next to the container, their removal does not have to be applied for individually.
2. **PAYMENTS**
	1. The CONTRACTOR shall issue the invoice to the CUSTOMER for the planned amount of the Services for the invoicing period specified in the Agreement by the 15th date of the first month of the relevant period.
	2. The CUSTOMER shall be obliged to pay the invoices for the Services received no later than by the 5th date of the following month. In the event where the invoicing period is several months, the CUSTOMER shall be entitled to pay the CONTRACTOR's invoice for each month separately; however, the CUSTOMER shall be obliged to make payment no later than by the 5th date of each month for the Services received in the previous month.
	3. For any delay of payment, the CUSTOMER shall pay late interest of 0.1% (zero point one per cent) of the amount of the delayed payment for each delayed day of payment.
	4. The CONTRACTOR shall include any adjustments for the previous period in the invoice:

5.4.1 if the Service has not been provided due to the fault of the CONTRACTOR;

5.4.2. if additional volumes of MW have been removed in accordance with the CUSTOMER'S application, other Services have been provided, the schedule, the number, volume of containers, frequency of provision of the Services or any other conditions affecting the total price of the Services hereunder are changed.

* 1. In the event where the CUSTOMER fails to comply with Paragraph 2.2 or 2.5 herein, MW will not be collected, but payment for the Service for the respective capacity of the container for the particular time of removal will be included in the invoice in the amount of 50% (fifty percent).
1. **MW CONTAINERS**
	1. The CONTRACTOR shall deliver the MW container(s) to the CUSTOMER within 14 (fourteen) calendar days after entering into the Agreement, but no later than 5 (five) calendar days before the first removal.
	2. If the MW container has been stolen, the CUSTOMER shall immediately notify the law enforcement authorities and the CONTRACTOR. In such event, the CONTRACTOR shall be entitled to apply to the State Police as a victim.
	3. The CUSTOMER shall assume financial liability for the preservation of containers handed over for use and their equipment, and shall pay the full value of replacement of the MW container in accordance with the price list of the CONTRACTOR if the MW container has been damaged due to the CUSTOMER'S action or omission and it is not related to the natural wear and tear or defect of the MW container. Upon the expiry or termination of the Agreement, the CUSTOMER is obliged to return the container(s) to the CONTRACTOR in a usable condition; only natural wear and tear of the containers is permissible.
	4. The CUSTOMER shall be obliged to immediately notify the CONTRACTOR if the MW container(s) has(have) not been delivered by the deadline specified herein, the MW container is damaged or lost.
	5. If the CUSTOMER uses its own container for the accumulation of waste, the CONTRACTOR shall be entitled to equip the container with the necessary equipment for data recording at its own expense. The CUSTOMER shall provide for the preservation of the CONTRACTOR's equipment.
2. **TERM OF VALIDITY OF THE AGREEMENT**
	1. The Agreement is considered to have been concluded if the Parties have approved it in one of the following ways: secure electronic signature, physical signature or confirmation by electronic means. The Agreement shall be valid for the duration of the procurement agreement entered into by and between the CONTRACTOR and the Municipality, estimated until \_\_\_\_\_\_\_\_.
	2. In the event that the Customer is no longer obliged to receive this service in the territory of the Municipality, the CUSTOMER shall be entitled to terminate this Agreement by giving written notice to the CONTRACTOR, but no later than 1 (one) month in advance.
3. **CLAIMS AND LIABILITY**
	1. The CUSTOMER may file a substantiated claim with the CONTRACTOR about the Service provided within 3 (three) business days after the non-performance or improper performance of obligations by the Contractor. Any claims must be made in writing or verbally, specifying the circumstances justifying the claim as well as providing evidence to substantiate the claim by using the Customer Service Centre of the CONTRACTOR, phone number \_\_\_\_\_, fax \_\_\_\_\_ or e-mail [\_\_\_\_\_](http://_____), or by filling out the application on the website [www.\_\_\_\_.lv](http://www.____.lv).
	2. The CONTRACTOR shall respond to the CUSTOMER within 15 (fifteen) business days from the date of receipt of the information.
	3. The Parties shall be exempt from liability for the non-performance or improper performance of their obligations in the event of the occurrence of force majeure circumstances: natural disaster, flood, earthquake, strike, etc.
	4. If the CUSTOMER fails to perform or improperly performs its obligations hereunder, the CONTRACTOR shall be entitled to transfer the right to recover the overdue payments to third parties.
	5. The CONTRACTOR shall be entitled to process personal data of the CUSTOMER, including transferring data to third parties to the extent necessary for the performance of this Agreement. By signing this Agreement, the CUSTOMER confirms that he/she agrees to receive the information by means of communication specified in the Agreement.
4. **GENERAL TERMS AND CONDITIONS OF THE AGREEMENT**
	1. Any changes to the Agreement (except Paragraph 3.6) made on behalf of the CUSTOMER and received from the CUSTOMER by means of communication specified in this Agreement shall be executed by the CONTRACTOR unilaterally. The CUSTOMER shall be obliged to immediately inform the CONTRACTOR of any changes in the means of communication.
	2. The Parties shall resolve all disputes and discrepancies in connection with the performance of obligations hereunder by means of negotiations. If no agreement is reached, the disputes shall be resolved in accordance with the laws and regulations of the Republic of Latvia.
	3. As of the signing of this Agreement any prior written or verbal agreements between the Parties regarding the subject of this Agreement shall become void.
1. For information on how an interested supplier can register as a recipient of the Regulations, see: <https://www.eis.gov.lv/EIS/Publications/PublicationView.aspx?PublicationId=883> [↑](#footnote-ref-1)
2. Pursuant to the definition in Annex 1 of European Commission Regulation (EC) No. 800/2008, the category of micro, small and medium enterprises includes companies having less than 250 employees and an annual turnover not exceeding EUR 50 million and/or an annual balance sheet in total not exceeding EUR 43 million. [↑](#footnote-ref-2)
3. The information included in the job description must thoroughly certify the compliance of the specialist's experience with the requirements of the Rules of procurement. [↑](#footnote-ref-3)