

SIA Depozīta Iepakojuma Operators
Miks Stūrītis
Chairman of the Board
01.02.2021.

document is signed electronically

**TENDER FOR SUPPLY OF REVERSE VENDING MACHINES (RVM)
AND RELATED SERVICES FOR AUTOMATED COLLECTION OF
PACKAGING WASTE COLLECTED IN THE DEPOSIT-REFUND
SYSTEM IN LATVIA**

ID NO. RVM2021



1. TENDER DATASHEET

Tender ID No.:	RVM2021
Purpose of the Tender:	The purpose of the Tender, is to receive offers from professional and experienced Tenderers for provision of the Services of supply, transportation, installation of Reverse Vending Machines (RVM) and ensuring their operation and maintenance.
Type of Tender:	The Tender is open and international and is subject to the laws of the Republic of Latvia, as well as these Tender Regulations and the corporate governance standards of the Contractor, observing the principles of equal treatment, non-discrimination, mutual recognition and transparency.
Contractor:	SIA Depozīta Iepakojuma Operators , unified registration number 44103146177, registered address: A.Deglava iela 66-705, Rīga, LV-1035, Latvia, e-mail: dio@dio.lv , acting in the capacity of accredited deposit system operator by State Environmental Service of the Republic of Latvia.
Supplier:	Winner of the Tender announced by the Contractor after performing the submitted Offer evaluation, with whom the Contract for the provision of the Services is signed.
Tenderer(s):	Each and all Tenderers participating in the Tender.
Services:	<p>The Supplier will act in the capacity of seller and/or provider of RVM's and related operational services for ensuring automated collection of the Packaging Waste determined as such in accordance to the laws of the Republic of Latvia. Services shall be offered by the Supplier for both following options:</p> <p>Option 1 – Service Model. The Supplier provides a complete automated Packaging Waste collection service: supply and installation of the RVM's – both indoor and outdoor (Kiosk) solutions. Number of RVM's to be calculated by the Tenderer based on the data provided in these Tender Regulations, however it may not be less than the minimum required number of sites/locations to be equipped, as specified by the Contractor. The Supplier in addition delivers all required RVM's IT software and solutions, including data exchange from the RVM's to Contractor, equipment, accessories and performs a full-scope RVM maintenance, providing the Services for the entire term of the Contract. All RVM's and related assets shall remain a property of the Supplier. During the Contract term the Supplier shall have the capacity to supply additional numbers of RVM and ensure their Services, if requested by the Contractor and/or decrease the RVM numbers or capacities, both based on an appropriate price formula to be indicated in the Offer.</p> <p>Option 2 – Sales & Service Model. The Supplier sells required number of RVM's - both indoor and outdoor (Kiosk) solutions to the Contractor. The RVM's shall be sold fully equipped with all required IT software, equipment and accessories and installed by Suppliers own forces and at own cost (included in sales price), save for the works/services to be performed by the Retailers. The Supplier at a separate fee indicated in the Offer provides RVM operating services – all RVM IT software and solutions with data exchange from the RVM's to Contractor and full-scope maintenance of the sold RVM's for the entire term of the Contract (including, but not limited to supporting and updating IT software, performing RVM maintenance and repairs). During the Contract term the Supplier shall have the capacity to sell additional numbers of RVM and ensure</p>

	<p>their Services, if requested by the Contractor, based on the additional RVM supply and service provision price formulas to be indicated in the Offer.</p> <p>Detailed Service properties and scopes are determined in the Technical Specification (Annex No. 1).</p>
Packaging Waste:	<p>Packaging Waste to be accepted by RVM's is all waste that is determined by law as applicable to the deposit system. Currently it is single-use PET (bottles), glass (bottles) and metal (aluminium and steel cans) and is subject to change depending on the decision of the Cabinet of Ministers of the Republic of Latvia.</p> <p>Detailed Packaging Waste properties and volumes are determined in the Technical Specification (Annex No. 1).</p>
RVM:	<p>Reverse Vending Machines for collecting and processing the deposit Packaging Waste. As per these Tender Regulations, RVM shall mean both the outdoor and indoor solution, unless specifically indicated otherwise.</p>
Kiosk(s):	<p>RVM's equipped and customized for outdoor placement and use. Shall include the RVM and Latvian climate-wise closed cabin type solution.</p>
Retailer	<p>A retailer at whose location each particular RVM is placed and who performs RVM daily operation.</p>
Price Proposal:	<p>A separate Price Proposal for each Service Option determined by the Tenderer in its Financial Offer.</p>
Offer:	<p>Written Offer consisting of a Technical Offer and Financial Offer, be submitted by the Tenderer to the Contractor in line with these Tender Regulations for provision of the Services and as per the enclosed Offer forms and/or content requirements (Appendices 6 and 7), valid for the full suggested Contract validity period. The Tenderer is obliged to submit separate Offers for both Service Options.</p>
Contract:	<p>The Contract for the Services will be negotiated and signed by the Contractor with the Supplier after the announcement of the Tender winner. The Tender winner is obliged to submit to the Contractor a detailed Contract Execution Plan (Offer-based RVM supply and installation timelines, service specifications etc.) within 30 days after its announcement as the Tender winner. The Contract draft will be provided by the Contractor and submitted to the Tender winner within 10 business days' time after receipt of the aforementioned Contract Execution Plan, unless otherwise agreed with the Tender winner. The main provisions of the Contract included in these Tender Regulations as Mandatory Provisions are not negotiable. The Contractor expects the Contract to be signed within 3 months' time from receipt of the Contract Execution Plan. In an event if the Contractor and the Tender Winner does not reach an agreement on the Contract provisions and the Contract is not signed within the aforesaid term, the Contractor is entitled to terminate the Contract negotiations and enter into Contract negotiations with the Tenderer who has ranked as next successful candidate in accordance to the Tender evaluation results.</p> <p>The Contract will become valid and binding only upon signing of the final negotiated and agreed document. Any offers, acceptances and other communication during the Tender will not constitute binding commitments.</p>
Contract Term:	<p>The Contract will be concluded and valid for the full accreditation period of the Contractor as the deposit system operator in Latvia, which is 7 years starting from 1 February, 2022. In an event if the Contractor's accreditation is prolonged,</p>

	the Supplier and Contractor are entitled to negotiate and prolong the Contract for a new term.	
Laws:	Rendering of the Services shall be performed in pursuance with the applicable legal acts of the Republic of Latvia, including, but not limited to Law on Packaging, Law on Waste Management and other applicable legal acts.	
Deadlines:	1. Invitation to Tender	01.02.2021
	2. Submission of Offers	01.03.2021
	3. Announcement of the Tender Winner	01.04.2021
	4. Contract signing	01.07.2021
	5. Commencement of RVM installation works	01.09.2021
	6. All RVM's supplied and ready for Services kick-off	17.01.2022
	7. Commencement of provision of Services	01.02.2022
Definitions (<i>words starting with capital letter</i>) used in this Tender Datasheet have the same meaning through these Tender Regulations.		
<u>APPENDICES:</u>		
Appendix 1 -	Technical Specification;	
Appendix 2 -	Tenderer`s Information Form;	
Appendix 3	Tenderer's Declaration Form;	
Appendix 4 -	Tenderer`s Financial and Economical Capacity Description Form;	
Appendix 5 -	Tenderer`s Professional Experience Description Form;	
Appendix 6 -	Technical Offer Form;	
Appendix 7 -	Financial Offer Form.	

2. TENDER REGULATIONS

1. Background

Latvia will be launching the deposit system operation of Packaging Waste on 1 February 2022.

The Contractor, SIA Depozīta Iepakojuma Operators (deposit packaging operator) is the accredited deposit system operator by State Environmental Service of the Republic of Latvia for the 7 years period starting from 14 January, 2021 when a respective agreement in between the Contractor and the State Environmental Service of the Republic of Latvia was signed. The Contractor's shareholders are the largest beverage packers operating in Latvia.

The Contract with the Supplier shall be concluded and be effective for the full term of validity of the Contractor as the deposit system operator in Latvia. In an event if the Contractor's accreditation is prolonged, the Supplier and Contractor are entitled to negotiate and prolong the Contract for a new term.

Significant part of the Contractor's operation plan is to collect and recycle Packaging Waste subject to deposit system by the help of RVM's located at all strategic and consumer-friendly locations, mainly at or by the Retailer stores, where products in the packaging subject to Packaging Waste is being sold. Precise RVM sites/locations (indoor or outdoor solutions) will be identified and proposed by the Retailers and approved by Contractor and fully confirmed to the Supplier after signing of the Contract. Therefore the Contractor is inviting Tenderers to submit their Offers for provision of the Services of supply, installation and maintenance of required RVM's and their operation and maintenance for the above indicated Contract Term based on the Waste Packaging collection and collection places prognosis indicated in these Tender Regulations.

The selected Supplier shall be responsible for provision of the following Services:

- a) Supply and installation of a sufficient number fully equipped and operational RVM's with the capacity/-ies and specification/-s indicated in these Tender Regulations, capable of collection all Packaging Waste intended according to prognosis as returned via automated collection solutions;
- b) Operation and maintenance of the RVM's for the full Contract period.

Supplier agrees to provide Services determined in these Tender Regulations to the Contractor, Retailers and Contractor's indicated third party partners, however in any case the Contractor shall remain as responsible party for paying for these Services

During the Tender and all Contract period the Contractor and Supplier shall comply with the laws, regulations, terms, conditions and specification determined by the laws of the Republic of Latvia and State Environmental Service as the supervising institution of the deposit system, therefore any amendments of the above said laws that affect the tendered and agreed Contract shall be implemented without objections by either Contract party.

2. General Scope of Services

This section contains only general scope of the procurable Services. Please see detailed information in the Technical Specification.

2.1 Supply, installation, maintenance of RVM's and Kiosks

- 2.1.1 The Supplier shall supply and install all required capacity and specification RVM's and Kiosks at the locations/sites identified and required by the Contractor and the Retailers;
- 2.1.2 Detailed specifications of RVM's and Kiosks, not less than the those determined in Technical Specifications indicated in Annex 1 of these Tender Regulations including all IT solutions, equipment and accessories should be provided in the Technical Offer. In an event if the Technical Offer form does not provide sufficient options for indicating all RVM and Kiosk specifications, the Tenderer is entitled to indicate / submit them additionally, ensuring that the Technical Offer includes all minimum information indicated in Appendix 7;
- 2.1.3 RVM's, Kiosk's and all IT solutions, equipment and accessories technical specifications should meet the Technical Specifications indicated in Annex 1 of these Tender Regulations. If the RVM's or any their components at any time of the Tender or the Contract period are discovered not meeting the Technical Specifications, they shall be rejected and have to be replaced by the Supplier at its own cost within the time determined by the Contractor. The Supplier shall be responsible for covering of all damages caused to the Contractor directly or indirectly due to such Technical Specifications violations;
- 2.1.4 Supplier at its own cost shall provide regular maintenance of the RVM's and Kiosks, including all installations. Supplier in its Technical Offer should provide detailed description of RVM maintenance services it will provide as part of the Services, including any limits of liabilities if any;
- 2.1.5 Supplier in its Technical Offer shall indicate RVM defect and malfunction solving. Supplier should provide extensive description of defect elimination, including list of elimination deadlines (from 3 hours for urgent or smaller defects to a maximum of 48 hours for non-urgent defects which do not affect RVM operation) or defects which are subject to Clause 2.1.9 below, including any limited liabilities if any;
- 2.1.6 All the RVMs and Kiosks shall be maintained in fully operational condition and have a reputable appearance through regular and periodical maintenance performed by the Supplier in line with the Contract provisions, including replacement of all defective components or parts thereof at its own cost and by own force. In case of any defect/breakage/damage (except those created by third party) that requires replacement of a RVM or Kiosk component which is not on Suppliers regular

- stock, the damaged RVM/Kiosk or its related component shall be repaired/replaced within 2 days (48 hours). In any event, the time for any RVM Service due to regular or extraordinary maintenance should not exceed 48 hours. In an event of non-performance of the Supplier the Contractor may proceed and take such remedial action(s) as it considers fit for ensuring a fast and efficient result for reinstating the RVM's operation and recover all costs incurred from the Supplier;
- 2.1.7 The Supplier shall ensure qualified personnel for ensuring smooth running of all RVM's and timely maintenance or repair of RVM's and Kiosks, when required;
- 2.1.8 The Supplier shall permanently maintain a minimum number of stock of RVM and Kiosk spare parts and accessories to ensure operative preventive maintenance of RVM's and Kiosk as well as the operational manuals of all RVM's;
- 2.1.9 The Supplier shall ensure that RVM's IT system (including software) is regularly updated as well as upgraded as per Contractor's requirement to ensure widening the types of Packaging Waste to be collected by RVM's;
- 2.1.10 In the RVM places/locations at the Retailer sites the Retailers will be responsible for payment of all electricity bills and any other utility bills, as may be relevant to the operation of RVM's. Retailer will provide the electricity connection, where required, provided that the Supplier in its Technical Offer has defined all requirements (power, socket standard etc.) for such connection;
- 2.1.11 The Supplier shall not use the RVM's or Kiosks for advertising purposes without a written permission by the Contractor and agreeing on specific advertisement rules therein;
- 2.1.12 The Supplier shall keep the RVM's and Kiosks insured against all kind of losses including theft, damage, fire, third parties property damage, human injury, Contractors and RVM users safety. The cost of insurance shall be borne by the Supplier.
- 2.1.13 In an event of choosing Service Option 2 as the Service Model, RVM and Kiosk warranty shall be included in the RVM Service fee;
- 2.1.14 The Supplier shall be responsible for the removal and disposal of the RVM's and all their components and Kiosks both after expiration of their operational capacity (outdated, permanently broken etc.) as well as after the expiration of the Contract and has to cover all related costs unless it is being extended for a new term.

**2.2 Selection of RVM
Solution and Location /
Site**

2.2.1 The locations/sites of the RVM's as well as their solution (indoor or outdoor) shall be identified upon the Contractor reaching a final agreement with the Retailers after signing of the Contract, and such are subject to change during the Contract period. The Contractor will provide the Supplier with an initial list of all locations/sites after signing of the Contract, but not later than by 1 August 2021. The Contractor will regularly update the list of locations/sites during the Contract period by submitting written instructions to the Supplier on necessity to remove certain RVM's or to equip new locations/sites, and/or to change the RVM's due to change of required collection capacities.

**2.3 Period of Service
Provision**

2.3.1. The Supplier shall provide the Services for full Contract Term indicated in these Tender Regulations – till 31 January, 2029. During this term the Supplier shall provide full scope of Services, including supply of RVM's all IT solutions, equipment and accessories, maintenance, repair, replacement of damaged / worn-out parts and accessories.

2.4 Sub-Contracting

2.4.1. The Supplier shall not sub-contract the RVM supply, but may sub-contract the installation works and operation and maintenance of the RVM's, with the approval of the Contractor. Any sub-contracting does not alter the Supplier's obligations and responsibilities under the Contract.

**2.5 Training and
Manuals**

2.5.1. The Supplier will provide all required training to Contractor's and retailer's (where the particular RVM will be located) staff or other staff as identified by Contractor to operate the RVM's on day to day basis and train in basic troubleshooting and maintenance. All RVM's will be supplied together with clear operation manual in Latvian, which shall contain daily maintenance regulations and illustrated standard operation procedures and be placed within each particular RVM and accessible by Contractor or retailer at whose location the particular RVM is placed.

2.6 Reporting

2.6.1 The Supplier during the whole Contract Term shall perform regular RVM activity and Packaging Waste collection reporting. The Supplier in its Technical Offer shall include detailed description of the RVM data collection, reporting and RVM remote monitoring system and its features. The Contractor and the Retailers shall be provided a daily online access to the RVM system to obtain the following minimum of the data:

- report on numbers of Packaging Waste units collected;
- information on RVM activity status (working/not working, maintenance required etc.);
- report on performance/functioning of RVM's.

3 Contractor's Services

- 3.1 The locations/sites for placement of the RVM's and Kiosks shall be indicated by the Contractor in cooperation with the Retailers. The locations/sites will be provided by the Retailers to the Supplier free of charge.
- 3.2 The Contract will foresee that for the RVM and Kiosk supply and maintenance purposes the Retailers will directly coordinate and ensure Supplier's access to the selected Retailer's locations/sites as per the pre-agreed schedule and such will depend on the working hours of the particular Retailer. If access to the location/site is not facilitated as per the said schedule, the Supplier shall be entitled to corresponding extension of the RVM supply or maintenance time.

4 Tenderers Qualification Requirements

Each Tenderer as a potential Supplier shall meet the following minimum qualification requirements:

4.1. Legal and Tax Status Requirements

No.	Qualification requirements	Documentary proof of the qualification requirements
4.1.1	The Tenderer has a valid registration of its legal entity and good standing with the applicable register of its jurisdiction. Participation is open to all legal persons, participating either individually or in a partnership (consortium) of Tenderers, which are established in a Member State of the European Union or European Economic Zone. Participation is also open to international legal persons outside the above said jurisdictions, providing they comply with all other eligibility and qualification criteria and may provide the Services procured under this Tender in accordance to European Union laws and regulations.	Copies of documents evidencing valid registration and good standing.
4.1.2	The Tenderer shall not be under any stage of bankruptcy or insolvency procedure or a threat thereto, not being in liquidation, restructuring, legal protection procedure or any similar procedure limiting creditors' rights.	Tenderer's Declaration (Appendix 3) that the Tenderer is not under any stage of bankruptcy or insolvency procedure or a threat thereto, not being in liquidation, restructuring, legal protection procedure or any similar procedure limiting creditors' rights and confirming that the Tenderer has not entered into an arrangement with creditors or suspended or limited its activities.
4.1.3	The Tenderer has fulfilled its obligations related to payment of taxes, social insurance contributions and has no valid tax debt.	3.1. Declaration of eligibility in a free form, certifying that the Tenderer has fulfilled all obligations related to payment of taxes, social insurance contributions; and/or 3.2. Statement (may be a printout) from the relevant tax authority confirming that the Tenderer has no valid tax debt.

No.	Qualification requirements	Documentary proof of the qualification requirements
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4.2. Economic and Financial Status Requirements

No.	Qualification requirements	Documentary proof of the qualification requirements
4.2.1	<p>The Tenderer shall have a positive end balance indicated in its annual turnover from the design, production, supply and servicing of RVM's over the last financial year or over the period from the date of registration of the Tenderer (if the Tenderer has been pursuing the activity less than for 1 (one) full financial year and sufficient financial capacity to produce and supply the Contractor's required RVM fleet at least in the minimum capacity required under these Tender Regulations.</p>	<p>1.1. Duly verified copy of approved annual statement or equivalent financial document for last financial year or for the period from the date of registration of the Tenderer (if the Tenderer has been pursuing the activity less than for 1 (one) full financial year), separately indicating the financial turnover part of design, production, supply and servicing of RVM's.</p> <p>1.2. Filled out relevant parts of the Tenderer's Financial and Economical Capacity Description Form (Appendix 4).</p>

4.3. Technical and Professional Capacity Requirements

No.	Qualification requirements	Documentary proof of the qualification requirements
4.3.1	<p>The Tenderer at the date of submitting its Offer has to demonstrate its technical capacity and create confidence to the Contractor that the Tenderer:</p> <ul style="list-style-type: none"> - Is technically and financially capable to ensure successful supply, installation and servicing of a RVM fleet at least in the minimum capacity required under these Tender Regulations; - It has sufficient production capacity to produce and supply the required RVM fleet at least in the minimum capacity required under these Tender Regulations; - It may ensure successful RVM supply logistics from its production facility/ies to the Contractor's required locations/sites in Latvia; - It's RVM's have been duly tested in an existing deposit system, preferably in a country with a centralized (governmentally regulated) deposit system and which may be confirmed by corresponding client references, indicating both the number of currently working RVM's as well as brief evaluation on service being received, including supplier's responsiveness, timing and stability; 	<p>1.1. The written description of the Supplier's capacity requested under the stated qualification requirements, including the list of existing clients with appropriate reference cases prepared in accordance to the Tenderer's Professional Experience Description Form (Appendix 5), certified by the Tenderer's authorized signatory. The Contractor has the right to request in addition a confirmation to be submitted by the tenderer as well as each indicated Tenderer's client.</p> <p>1.2. Filled out relevant parts of the Tenderer's Financial and Economical Capacity Description Form (Appendix 4) as well as proposed financial guarantees to the Supplier to guarantee the performance and fulfilment during whole contract period.</p>

- 4.3.2 The Tenderer has capacities for provision of full amount and scope of the Services and accordingly, implementation of the Contract. Filled out relevant parts of the Tenderer's Financial and Economical Capacity Description Form (Appendix 4).

Notes:

- 1) if the Tenderer cannot provide the requested documents because such documents are not issued in its country or are issued but do not cover all raised the issues, the declaration of bona fides or the declaration of the Tenderer in a free form must be provided;
- 2) if the Tenderer is a foreign entity, all documents issued in local language should be submitted together with translation in English;
- 3) the accuracy of copies of documents must be certified by the signature of the Tenderer's authorized representative.

Tenderer's Offer shall be rejected by the Contractor, if it is concluded guilty of misrepresentation in supplying information about compliance with the established requirements indicated in this Section of the Tender Regulations, proven by any lawful means of the Contractor.

5. Tender Process and Price Proposal Determination

RVM Number and Volume Demand Assumptions for Offer Preparation Purposes

On the date of issuing these Tender Regulations exact number of RVM's demanded for the Latvian deposit system is not clear and final. The demand shall be further evaluated together with selected RVM Supplier based on more detailed information provided by Retailers and also based on Supplier offered RVM types, functionalities, capacities etc.

It is expected that RVM supplier shall provide its Offer based on Contractor's provided assumptions (prognosis) indicated in these Tender Regulations. It is also expected that the Financial Offer shall indicate Price Proposal flexibilities in case of changes of the assumptions, including the price calculation formula for supply, installation and servicing of additional RVM's during the Contract validity period and for Service Option 1 also the removal or capacity change of RVM's.

The goal of the Contractor is to install a number and type of RVM's based on the forecasted Packaging Waste volume in all deposit packaging acceptance locations/sites, where the installation of RVM is economically justified by the launching of the deposit system operation on February 1, 2022.

Provisional assumptions (prognosis) on number of locations/sites targeted to have RVM installations:

In order to achieve the highest efficiency of the deposit system with Packaging Waste acceptance by RVM's, it is essential that different capacity RVM's are available. Taking into account the recommendations of the RVM manufacturers and the production possibilities of the different types of RVM, the Contractor intends to comply with the following volume thresholds in order to assess which type of RVM will be suitable for the respective acceptance site/location:

The Tenderer whilst preparing its Offer shall assume that the RVM's shall be the required Packaging Waste collection option for all locations/sites accepting over 36,000 deposit Packaging Waste units per year.

Identification of Retailer stores of deposit Packaging Waste sellers and their areas:

The Contractor has estimated that currently there are Retailer locations/sites subject to the deposit system, with the approximate following areas:

300 stores with a sales area exceeding or equal to 300 square meters and located in large cities of national importance;
394 stores with a sales area exceeding or equal to 150 square meters and located outside the major cities of national importance;
716 stores with a sales area of 60 square meters or more but not more than 150 square meters located outside major cities.
18 waste sorting areas that have expressed a wish to accept a deposit package.
A total of 1428 deposit Packaging Waste acceptance points have been identified.

Potential of equipping the retail locations/sites shall be evaluated by the Tenderer whilst preparing its Offer, however based on Contractor's own research, the minimum Contractor intends to equip a minimum of **800** automated (RVM operated) Packaging Waste collection locations/sites with different capacity RVM's and the rest of the locations/sites with manual collection solutions. From the indicated minimum of RVM sites/locations, approximately **175** locations/sites shall be outdoor solutions, thus equipped with Kiosks.

Planned deposit packaging released in market for the first time during 2022-2029 and expected return volumes (informative prognosis):

LV packaging market

Packaging type		2022	2023	2024	2025	2026	2027	2028	2029
PET	mln. pcs.	211,1	244,7	249,6	254,5	259,6	264,8	270,1	275,5
CAN:AL	mln. pcs.	109,1	126,5	129,0	131,6	134,2	136,9	139,7	142,5
CAN:FE	mln. pcs.	1,1	1,3	1,3	1,3	1,4	1,4	1,4	1,5
OWG	mln. pcs.	19,2	22,3	22,7	23,2	23,6	24,1	24,6	25,1
RGB: Industry bottle	mln. pcs.	35,2	40,8	41,7	42,5	43,3	44,2	45,1	46,0
RGB: Individual bottles	mln. pcs.	38,2	44,2	45,1	46,0	46,9	47,9	48,8	49,8
Total		413,9	479,8	489,4	499,2	509,1	519,3	529,7	540,3

LV expected collection volumes

Packaging type		2022	2023	2024	2025	2026	2027	2028	2029
PET	mln. pcs.	147,7	212,9	229,6	234,2	238,9	243,6	248,5	253,5
CAN:AL	mln. pcs.	70,9	101,2	109,7	118,4	123,5	126,0	128,5	131,1
CAN:FE	mln. pcs.	0,8	1,0	1,1	1,2	1,3	1,3	1,3	1,3
OWG	mln. pcs.	13,7	18,0	19,5	19,9	20,3	20,7	21,1	21,6
RGB: Industry bottle	mln. pcs.	24,7	33,1	35,8	36,5	37,3	38,0	38,8	39,6
RGB: Individual bottles	mln. pcs.	26,7	35,8	38,8	39,6	40,4	41,2	42,0	42,8
Total		284,6	402,0	434,5	449,9	461,6	470,8	480,2	489,8
Return %		69%	84%	89%	90%	91%	91%	91%	91%

Contractor estimates that approximately 90% of the above indicated Packaging Waste return volumes shall be collected by RVM's.

The main decisive factor for RVM number, solution and capacity shall be the amount of the Packaging Waste to be collected at the particular site/location, thus is a subject to change during the Contract term and the Tenderer in its Offer shall foresee precise price formulas for increase/decrease of the number of RVM's and/or for Service Option 1 - change of RVM types due to Packaging Waste volume fluctuations.

On the publishing day of the Tender Contractor has collected provisional forecast of annual collection volumes for 652 locations out of approximately 800 collection sites estimated to qualify for automated collection (collection volumes above 36 000 units annually). Findings are provided in the table below. This should be considered as Contractor's and Retailers best estimate.

	Annual collection volume forecast per location in packaging units			Total
	36 000 - 120 000	120 000 - 480 000	480 000 and more	
Retail locations	172	365	115	652

Contractor will continue gathering preliminary information from other retailers and can amend additional information but no later than 20.02.2021. In case of such an amending, information will be published on www.dio.lv.

Notwithstanding the indicated prognosis of locations/sites to be equipped with RVM's, the Tenderer is expected to offer and substantiate its own proposal on the required number of RVM's required to equip these locations/sites based on capacities of different RVM models and Tenderer's own market experience. The Tenderer shall describe and clearly define the reasoning for the offered choice of particular RVM model for the location/site and corresponding collection volume interval for respective RVM model/solution. Tenderer should define clear collection volumes for retailer location to qualify for outdoor solution Kiosk. Based on the Tenderer's calculations, the final number of RVM's and Kiosks determined by the Tenderer shall be the minimum number of RVM's offered for procurement as per the Tenderer's Offer but not less than minimum numbers RVMs and Kiosks indicated above by Contractor. Though there might be situation when after precise retailer collection volumes forecast update, actual installed number of Kiosks is less than defined minimum. In that case (for Service Option1) Suppliers offered price formula will be applied.

Supplier shall indicate in its Offer maximum amounts of each different type of RVM's (indoor RVM's and Kiosks) covered by offered Price Proposal. Supplier additionally provides conditions (price formula) for Price Proposal adjustments for cases when/if offered RVM or Kiosk numbers are increased or decreased due to final calculations after specifying forecast of collection volumes in locations/sites.

Price Proposals based on Service Models (Option 1 and 2) shall be indicated in the Tenderer's Financial Offer as follows:

For the Option 1 – Service Model the Supplier provides a Financial Offer with a single all-inclusive fee per each unit of Packaging Waste deposited through RVM's, which shall include and cover all Suppliers costs in relation to supply, installation and maintenance of the RVM's and Kiosks as well as separately indicated price formula for required RVM number/type fluctuations due to reasons described in these tender Regulations.

For the Option 2 – Sales & Service Model the Supplier provides a Financial Offer with a:

- fixed sales price for the supplied fully equipped RVM's, including all IT software, equipment and accessories; and
- monthly fee for provision of the IT solution with data exchange from the RVM's to Contractor;
- monthly fee for servicing the RVM's, including, but not limited to supply, installation and maintenance (including, but not limited to spare parts and full-service repairs) of the RVM's.

Supplier shall supplement its Technical Offer with a clear RVM placement rules how it will be decided what RVM's are intended be allowed for different retailers and why (e.g. based on volumes forecast, retail space area etc.). Supplier shall provide justification for rules offered. Contractor shall provide Retailers forecast for each location before final RVM order. Choosing the Service Option 1 the Contractor and Supplier shall have a right at Supplier cost to initiate replacement of any initially chosen or installed RVM to a different type in case the particular retailer actual volumes change and other RVM capacity model is recommended by Supplier initial instructions defined in the Offer. Such adjustment possibility shall be foreseen in the Tenderers Offer calculations and final Price Proposal.

6. Preparation and Submission of Offers

- 6.1. By submitting its Offer, the Tenderer agrees to these Tender Regulations and confirms that the information provided is true, correct and sufficient for the Tender and execution of the Contract.
- 6.2. For the purpose of evaluation of information about the experience of the Tenderer the Contractor reserves the right to contact the representative of the Tenderer's indicated customer without giving preliminary notice to the Tenderer.
- 6.3. The Tenderer undertakes to prepare the Offer based on the forms provided in Tender Regulations (Annex 6 and 7). The Offer shall be
- 6.4. The Technical Offer should consist of the following documents:
 - 6.4.1. Technical Offer Form according to Appendix 6 to these Tender Regulations.

- 6.4.2. Other information and/or documents set forth in these Tender Regulations and/or reasonably necessary to justify or supplement the information indicated in the Technical Offer Form.
- 6.5. The Financial Offer should consist of the Financial Offer Form according to Appendix 7 to these Tender Regulations.
- 6.6. The Tenderer shall consider that its Offer must include full amount and full scope of the Services being procured by this Tender. No reduced Service Offers will be evaluated.
- 6.7. The Offer should be submitted in writing and signed by the Tenderer's authorized representative by an electronic signature and submitted to Contractor by e-mail: dio@dio.lv. Offers can be submitted only in English (or, if documents are originally executed in other language, they must be accompanied by a proper English translation).
- 6.8. The Tenderer can submit only one Price Proposal for each Service Model. If the Tenderer submits more than one Offer, all submitted Offers may be rejected by the Contractor.
- 6.9. The Price Proposal indicated in Financial Offer shall include all taxes (except VAT) and all expenses of the Supplier as determined in these tender Regulations.
- 6.10. The Offer shall be valid for **not less than 180 days** (minimum validity period) from expiry of the deadline for submission of Offer. If the Offer contains no indication of the term of its validity, it shall be deemed to be valid without time constraints.
- 6.11. If Offers are submitted later than by the deadline indicated in these Tender Regulations or do not comply with its provisions, the Contractor retains the right to reject such Offers and exclude the Tenderer from further participation in Tender.
- 6.12. While preparing and submitting the Offer the Tenderer shall treat all information included in it as confidential. If the Tenderer fails to treat the said information as confidential, it shall be considered that the Offer does not contain confidential information. The Tenderer may not indicate as confidential such information that may be obtained or is known publicly.
The Contractor has the right to extend the deadline for submission of Offers by publishing a respective extension notice in the same online internet platform(s) where these Tender Regulations have been published.

7. Services Supply Timeline

All RVM's should be supplied, installed and ready for operation at all the Contractor's specified sites/locations by the Deadline No.6 indicated in the Tender Datasheet and in close cooperation with the Retailers.

Together with its Offer the Tenderer shall provide to the Customer a RVM supply and Service solution implementation plan indicating:

- 1) Interim Deadlines considered relevant for the provision of Services up to the Deadline No.6 indicated in the Tender Datasheet;
- 2) information, data or documentation needed for timely RVM installations and deadlines for the provision of such;
- 3) all technical requirements compulsory for different RVM installations (e.g. regarding space, electricity, internet connection, water etc.);
- 4) RVM daily servicing routine description (for the Retailer)

Supplier shall provide a list of technical requirements, necessary information, data or documentation for all installations deadlines not later than within 30 days after signing of the Contract. The same information on all future installations (after the Deadline No.7) shall be provided to the Contractor within 20 days from receipt of a respective order from the Contractor.

8. Non-negotiable Contract Provisions

All provisions of these Tender Regulations shall be considered executable as provided, unless amended by the Contractor during the Tender process and are not subject to further negotiations. Most of the provisions of the Tender Regulations e.g. with respect to the subject of Services, Technical Requirements and such will automatically become Contractors initiated non-negotiable provisions of

the Contract without granting Tenderer a right to any adjustments or amendments, unless they are purely technical and/or grammatical.

The Contract draft do to its specific nature is not part of the Tender Regulations, therefore it will be prepared by the Contractor separately and submitted to the Tender winner according to provisions of the Tender Regulations, unless agreed otherwise with the Tender winner.

8.1. Contactor's non-negotiable provisions

Notwithstanding the above, the Contractor would like to introduce a few specific non-negotiable provisions that shall automatically become part of the Contract and which the Tenderer is not entitled to initiate for further negotiations in case it becomes a Tender winner:

Liability for ungrounded payment of deposit fee

The Supplier will be financially liable for the damages caused in relation to issuance of an inappropriate or erroneous coupon entitling to a refund of the deposit fee due to an error in the RVM technology (e.g., but not limited to failure to detect the cord / thread attached to the Packaging Waste (e.g. the Packaging Waste can be pulled out of the RVM, non-recognition of the material inserted in the RVM, recognition and control of the shape of the packaging inserted in the RVM not performed or performed incorrectly (no correlation with weight or metal detection), ability of the Retailer's personnel to interfere in the RVM system and retrieve the Packaging Waste before its compaction, thus it is or may be returned more than once etc.). In such cases the Supplier shall repay to the Contractor amount of the unjustly refunded deposit fee and, if required by Contractor, to cover additional direct expenses related to such a cases.

Liability for damages caused to the Contractor

The Supplier shall be liable for all Contractors' damages in an event if due to the non-fulfillment of the Contract the State Environmental Service of the Republic of Latvia terminates the agreement with the Contractor or implies other sanctions related to non-fulfillment of the automatized Packaging Waste collection requirements according to the approved deposit system operation plan.

Payment order

The settlement of the Suppliers Service Fee and/or other fees for the provision of Services shall be paid by the Contractor once per month for the Suppliers Services rendered in the previous month based on a respective invoice issued by the Supplier with a payment term of 30 days.

Performance Guarantee [Optional]

Depending on the capacity proof and reference case quality submitted by the Tenderer in its Offer and their correspondence with these Tender Regulations as well as per sole discretion of the Contractor the Tender winner may be asked to provide an irrevocable first-demand Contract performance guarantee in the amount of up to 10% of the amount of the Contract price at the signing of the Contract. The possibility of existence of such Guarantee shall be foreseen in the Tenderer's Offer and indicated as a separate financial position to be added to the Price Proposal if such Guarantee is being requested by the Contractor.

8.2. Tenderer's non-negotiable provisions

Supplier shall supplement its Technical Offer with a full list of its non-negotiable Contract provisions. Notwithstanding the above said, the Tenderer is not entitled to include in this list such provisions of the Tender Regulations or Contract that the Contractor has indicated as non-negotiable in Clause 9.1 hereof. The Tenderer's non-negotiable Contact provisions may not change the overall subject and nature of this Tender and may be related only to adjustment of commercial provisions usual for such kind of Contract as procured by this Tender.

9. Evaluation of Offers

The Contactor will organize a Tender Offer evaluation committee consisting of at least 2 members for evaluation of the received Offers. The evaluation will be based on the following main criteria:

- Do the Offers meet the provisions of the Tender Regulations;
- Do the Offers meet the minimum Technical Specifications;
- Additional functional and/or technological solutions offered by Tenderer;
- Differences in operating costs using RVMs and Kiosks offered by different Tenderers (for example, different levels of pressing may affect logistics costs, but different space requirements or manpower requirements for service staff, Kiosk energy efficiency class and heating solution may affect the amount of the deposit Packaging Waste retail handling fee);
- The offered price for the acceptance of one deposit Packaging Waste unit;
- The offered sales price for the RVM and Kiosks and fee for IT solution and maintenance services provision;
- Proposed RVM service response time, repair time, equipment replacement time.

Tender Offer evaluation committee will carefully evaluate the fulfilment of Tenderers Qualification requirements. Inter alia, the Tenderer must create confidence in the reliability and durability of the offered RVM technology and product - product certification in accordance with EU and Latvian regulations (mandatory is all RVM equipment CE marking), product testing time in real working conditions and test reports, availability of required RVM equipment within Contractor's planned deposit system and deadlines. The availability of RVM models of different capacities in the Tenderer's Offer is essential in order to be able to provide the most efficient deposit packaging acceptance infrastructure in Latvia.

Tender Offer evaluation committee will evaluate the Offer submitted by the Tenderer(s) according to the following minimum criteria:

- 1) RVM Service fee (for Option 1),
- 2) RVM sales price and Service fee (for Option 2);
- 3) Offer compliance with the Tender Regulations (reserving the right to refuse non-compliant Offers);
- 4) Convenience (ease) of the RVM daily service routine, availability and cost of the daily consumable service materials;
- 5) RVM installation schedule;
- 6) Kiosk installation convenience (in terms of technical/legal coordination requirements);
- 7) RVM placement and usage ergonomics;
- 8) Price formula advantages for changes in RVM numbers/capacities.

RVM service fee shall include all operating costs of the RVM's over the Contract Term, including quantitatively and qualitatively efficient deposit Packaging Waste collection and management fee forecasts to ensure the maximum possible collection of deposit Packaging Waste placed on the Latvian market. Accordingly, the Financial Offer(s) of the Tenderer(s) will be assessed in accordance with the principle of economic viability of the entire deposit system and Contractor as a deposit packaging operator.

The Tenderers are offered a time period of 10 working days from announcement (publishing) of this Tender for submitting questions on Tender Regulations and clarification of the provisions hereof. All questions shall be submitted in writing to the Contractor's e-mail address: dio@dio.lv. The Contractor reserves the right not to answer any questions submitted after the indicated term.

The Contractor reserves the right to change Tender conditions in case there are substantial reason to consider that for majority of Tenderers specific condition or conditions are not fulfillable. In such a case Contractor will publish amendments to Tender regulations and reserves the right to prolong tender due date.

Contractor plans to conduct Offer clarification talks with 2-3 tenderers, who have submitted the most economically advantageous Offers in order to check their capacity and experience, as well as motivation to fulfil the Contract. Contractor will reserve the right to enter into Contract(s) with several Suppliers if

the Tender evaluation reveals that they have different advantageous offers for different deposit Packaging Waste acceptance points and / or the type / type of RVM required to ensure quality operation of the deposit system (e.g. indoor and outdoor RVM 's).

The evaluation results shall be finally approved by the Contractor's Supervisory Board. An announcement on the Tender winner(s) will be published on the Contractors website www.dio.lv and one of Europe's leading providers of e-tender systems www.mercell.com and notified to the State Environmental Service and the Tender winner(s).



Appendix 1: Technical Specification

The Services shall be tendered to ensure automated collection of the Packaging Waste - single-use plastic (PET), glass and metal (steel and aluminium) beverage packaging subject to the deposit system in the Republic of Latvia. The Packaging Waste shall be collected by the Contractor as the accredited waste deposit-refund system operator by State Environmental Service. Scope of the Services includes supply, installation, and maintenance of the RVM's (indoor and outdoor solutions).

The following technical specifications are mandatory for the supplied RVM's and related Services:

1. Minimum requirements

1.1. Security and detection solutions against consumer fraud:

- RVM must recognize the shape of the deposit Packaging Waste;
- RVM must recognize the weight of the deposit Packaging Waste and be able to refuse its acceptance if the weight exceeds a certain pre-determined size;
- RVM must recognize EAN code of the deposit Packaging Waste
- RVM must be able to determine the type of material (for metal deposit packaging);
- RVM should check if recognized EAN code, shape, weight and material (e.g. metal) are all mutually corresponding and match to the one specific package registered under the EAN code
- Deposit Packaging Waste inserted in the RVM for collection may not be accessed or removed from the RVM after it has been scanned (registered) and accepted as compliant to the deposit system (covers, security sensors capable of detecting, for example, a cord attached to the package, warning signals, etc.) and probability of other types of fraud must be restricted;
- Deposit Packaging Waste recognition process provided by RVM must be suitable for the recognition of PET, metal (aluminium and steel) and glass deposit Packaging Waste (in accordance with laws and regulations);
- RVM acceptance and recognition process must be adjusted and supplemented (without replacement of the RVM) to allow the acceptance of deposit Packaging Waste (beverage packing) which is sold in PET, metal or glass packaging, does not currently participate in the deposit system, but could be included in it in the future (wine, spirits, milk, tea, coffee, syrup and other beverages);
- RVM acceptance and recognition process must be adjusted and supplemented (without replacing the RVM) to allow the acceptance of additional kinds of deposit Packaging Waste - carton beverage packaging, HDPE plastic bottles (e.g. shampoos, ketchup), that does not currently participate in the deposit system, but could be included in it in the future. The Tenderer must indicate what actions (additions, changes, replacement of parts etc.) must be performed to the RVM adjustment and indicate the total time required to prepare the supplied RVM fleet for acceptance of new types of deposit Packaging Waste (indicating each additional packaging type separately: strong alcohol and wine, carton, HDPE);
- RVM recognition process must be adjustable so that deposited packaging other than deposit Packaging Waste, but which is registered in the Contractor's register are identified by the EAN code and accepted without issuing a deposit;
- RVM must provide a deposit fee donation function that can be activated by the Contractor.
-

1.2. Collection, sorting and pressing:

- Collection and pressing capacity of more than 45 deposit Packaging Waste units per minute;
- RVM's with PET and metal deposit Packaging Waste pressing function must ensure that the accepted bottles cannot bypass the pressing process and that the bottles are completely destroyed during the pressing process and cannot be re-submitted as deposit Packaging Waste;
- RVM equipment must be able to separate PET, metal, glass (reusable glass deposit packaging and single-use glass packaging).
- The acceptance and separation of reusable packaging must be ensured in such a way that the packaging is not damaged, is protected from shocks and can be used for refilling the product;.
- RVM service personnel (including the Retailers and Contractor) must have easy access to

separately segregated reusable deposit Packaging Waste for further sorting by form in appropriate transport boxes;

- PET and metal packaging after insertion in the RVM must be compressed to at least 50 percent of its original size, ensuring that it cannot be removed and/or re-submitted to the deposit system before its removal from RVM for transfer to further recycling;
- All RVM's shall come equipped with corresponding bag holders for the collected deposit Packaging Waste (backroom solutions) and other relevant fastenings.

1.3. RVM IT system:

- The RVM IT system must detect, collect, store and deliver to the Contractor (in integration with the Contractor's central IT system) detailed information on the volume of packaging accepted at least at the following level: the volume accepted at each reception point within a calendar month according to the EAN code. A more detailed level of information (e.g. by date, exact time, receipt) will be considered an advantage;
- RVM IT system must provide data exchange services by updating DIO deposit Packaging Waste Register data from Contractor's central IT system at least once a week and at least twice a month RVM IT system data on accepted deposit Packaging Waste must be loaded into Contractor's central IT system;
- RVM IT system must be able to manage the RVM network in real time - which RVM is working, which is not working, downtime and its reason, troubleshooting time;
- RVM IT System must be able to identify at least 100,000 different deposit Packaging Waste (EAN codes, forms, material, etc.);
- RVM IT system must be easily compatible with the IT and Point of Sales systems of the deposit Packaging Waste vendors /retailers for secure online coupon redeeming, Supplier should provide detailed description and requirements for integration;
- The RVM shall ensure sending of preventive maintenance and servicing notifications (SMS or similar) to the Retailer's personnel on the RVM operation status, e.g. necessity to change collection bags, perform cleaning, change of coupon paper etc.

1.4. Service and delivery:

- RVM Supplier will have a legally binding obligation to supply and install the required number of RVM equipment ready for use by Deadline No.6 indicated in the Tender Datasheet;
- RVM Supplier will provide full service and maintenance of the RVM and its components - equipment, accessories IT system and software;
- RVM Supplier must provide full RVM service, maintenance, repairs, retailer support phone, IT software update, etc. for the entire duration of the Contract at no additional charge to the Contractor (included in the Contract price).

1.5. Consumer requirements:

- RVM must be equipped with a screen, a display with clear indications and information to the consumer, as well as a choice of at least 3 languages (Latvian, Russian, English);
- The coupon issued by RVM after collecting the deposit Packaging Waste from the consumer must contain the following information:
 - name and registration number of the issuer of the coupon;
 - designation of the place of issue of the coupon;
 - coupon number;
 - date and time of issue of the coupon;
 - authentic and original identifier of the RVM;
 - system barcode or QR code;
 - watermarked coupon printing should be possible;
- The Supplier shall design and provide all stickers to be placed on RVM's in such a manner that it clearly reflects their purpose and the operation instructions. The stickers shall be easily noticeable. The text on the stickers shall be in Latvian, Russian and English. The final design and content of the stickers will be approved by the Contractor during Contract negotiations;

- all RVM equipment must have CE marking (EU certification) and be compliant to the local regulatory requirements of the Republic of Latvia;
- all RVM's shall correspond to the legal requirements of the Republic of Latvia towards ensuring services for customers with special-needs (wheelchair access, vision or hearing disabilities etc.). In particular all RVM's shall be equipped with appropriate sound signals and specific Braille stickers/signs instructing, informing and guiding the customer with vision disorders on and through the Packaging Waste receipt process.

1.6. Kiosks (RVM outdoor solutions):

- RVM Supplier shall foresee, design, supply and install Latvian climate-wise closed cabin type Kiosks for outdoor RVM's to protect them from snow, rain, sun, etc., ensure all Kiosk placement regulatory coordination and approval receipt by corresponding authorities and such costs shall be included in the Price Proposal included in the Tenderer's Offer;
- Kiosk should be equipped with heating and cooling solution
- RVM Kiosk energy efficiency class and estimated annual energy consumption should be indicated and should correspond at least to minimal requirements by Latvian respective regulations;
- Supplier has to offer at least 2 Kiosk sizes, 3 offered sizes will be considered as advantage. Kiosk design sizes shall in range from 18 – 50 sq.m. each, but supplier is entitled to offer different range if by explaining the reasoning and/or advantages. Each Kiosk must have sufficient internal space for providing RVM daily operation, RGB sorting
- Kiosk design and construction must ensure quality appearance and operation withstanding of full Contract period and in case of choice of Option 1 any repairing is needed during this time, it should be done by the Supplier (unless damage has been done due to Retailer's fault);
- Supplier should be able to provide different colour options to choose from in case Retailers would want to align with their brand standards;
- Suitability to handicapped customer needs; the Kiosk entrance is equipped with appropriate ramp or door still ensuring wheelchair access; doors should be of proper width and Kiosk's consumer area should be of proper size for customer with a wheelchair;
- Supplier should provide RVM's with standard stairs, platform solutions for entering the Kiosk (save for specific location/site-wise solutions);
Supplier should provide at least 4 kiosk orientation options (consumer door on the left or on the right ect).;
- Kiosk should be designed with window or glass doors in order for the consumer to see occupancy of Kiosk without entering it.

2. Additional requirements

- RVM must recognize EAN code of the deposit Packaging Waste
- Ability of RVM to recognize retailer loyalty cards and ensure integration with retailer loyalty card systems will be assessed as an advantage;
- RVM-compatible smartphone application that can be used to encourage and motivate consumers to return the deposit Packaging Waste will be considered an advantage;
- consumer authentication options - NFC, barcode, square code (QR code) reader, etc.;
- It should be possible to place graphic or textual information on or next to the RVM where the consumer can return the invalid (RVM non-accepted) packaging;
- RVM Supplier shall, if necessary, ensure the possibility for the customer to use the coupon issued by RVM in several retail stores / service places, the possessors of which have mutually agreed on establishment of a joint deposit Packaging Waste acceptance point in cases provided by laws and regulations and Supplier should provide respective redeeming system based on integration with retailers IT systems;
- If the Retailer offers a water connection at the site/location, the Kiosk shall be suitable for installation of a sink;
- Ability to ensure Packaging Waste recognition process with detection of deposit sign and barcode placement and correlation with a product specific design – label design, color correspondence to certain products, to minimize fake glued bar code usage.



SIA Depozīta Iepakojuma Operators

Juridiskā un faktiskā adrese:
A. Deglava iela 66-705, Rīga, LV-1035
Reģ. Nr. 44103146177
www.dio.lv



Appendix 2: Tenderer's Information

1.	Name of the Tenderer	
2.	Legal status (Please tick the relevant category or fill in your answer)	a) Joint Stock Company b) Limited Liability Company c) General Partnership d) Consortium e) _____
3.	Country of Incorporation/Registration (Please attach documentary evidence)	
4.	Date of Incorporation/Registration (Please attach documentary evidence)	
5.	Registration Number (Please attach documentary evidence)	
6.	Registered Address	
7.	VAT Registration Number / Tax Payer's Code	
9.	Name and contact details of authorized signatory (Please attach authorization evidence / PoA)	

 (position of the signatory)

 (signature)

 (name and surname)

Appendix 3: Tenderer's Declaration Form

[ON THE LETTERHEAD OF THE TENDERER]

[place, date]

SIA Depozīta Iepakojuma Operators,
A.Deglava iela 66-705,
Rīga, LV-1035, Latvia
hereinafter, the "**Contractor**"

TENDERER'S DECLARATION

We, [company name, registration number, registered address], hereinafter – the "**Tenderer**", participating in the Tender ID No. [...] for supply of Reverse Vending Machines (RVM) and related services for automated collection of Packaging Waste collected in the deposit-refund system in Latvia, hereinafter – the "**Tender**", as per the Tender Regulations, declare and confirm the following:

- 1) we hereby express our willingness to participate in this Tender and submit our binding Offer and enter into Contract in an event we are the announced as the Tender winner.
- 2) our Offer, which is attached with letter shall be valid for a period of 180 days from its submission, and it shall remain binding upon us and may be accepted at any time before the expiration of the indicated period;
- 3) we are not under any stage of bankruptcy or insolvency procedure or a threat thereto;
- 4) we are not in liquidation, restructuring, legal protection procedure or any similar procedure limiting creditors' rights;
- 5) we have not entered into any arrangement with creditors or suspended or limited its activities;
- 6) We have examined and accept in full the content of the Tender Regulations as well as its provisions in their entirety, without reservation or restriction.
- 7) We are not in any of the situations excluding us from participating in Tender and/or concluding and fulfillment of the Contract to be awarded as a result of this Tender.
- 8) In the event that our Offer is successful, we undertake, if required, to provide the proof usual under the law of the country in which we are established that we do not fall into these exclusion situations. The date on the evidence or documents provided will be no earlier than 1 year before the date of submission of the Offer and, in addition, we will provide a statement that our situation has not altered in the period which has elapsed since the evidence in question was drawn up.
- 9) We also undertake to provide evidence on our experience, technical and professional capacity, qualification as well as the financial and economic standing according to the Tender Regulations.
- 10) We have noted and accept that the Contractor reserves the right to award only part of the Contract if decided such after Offer evaluations. It will incur no liability towards us should it do so.

We are aware that in case this declaration is false, pursuant to the provisions of the Tender Regulations the Offer submitted by us may be rejected by the Contractor.

(position of the
signatory)

(signature)

(name and surname)

Appendix 4: Tenderer's Financial and Economical Capacity Description

Name of Tenderer			
Financial Data	Last year	This year	Average
Annual turnover			
Average annual income of the Tenderer from the design, production, supply and servicing of RVM's			
Note: Please attach duly verified copy of approved annual statement, balance sheet or equivalent financial document as documentary proof			

(position of the signatory)

(signature)

(name and surname)



Appendix 5: Tenderer`s Professional Experience Description

1.

	Description
Client / project name	
Address of Client	
Contact person and contact details of Client	
Services provided	
Number of RVM's installed and operational	
Service Start date	
Service Completion date	
Current status of contract (as of submission date)	
Performance Certificate submitted?	(Yes / No)
Additional Information	

2.

	Description
Client /project name	
Address of Client	
Contact person and contact details of Client	
Services provided	
Number of RVM's installed and operational	
Service Start date	
Service Completion date	
Current status of contract (as of submission date)	
Performance Certificate submitted?	(Yes / No)
Additional Information	

Note: reference letters from clients towards proof of experience may be enclosed

Note 2: Please copy the required numbers of tables to provide all compliant information.

 (position of the
 signatory)

 (signature)

 (name and surname)

Appendix 6: Technical Offer

We, [company name, registration number, registered address], hereinafter – the “**Tenderer**”, participating in the Tender ID No. [...]for supply of Reverse Vending Machines (RVM) and related services for automated collection of Packaging Waste collected in the deposit-refund system in Latvia, hereinafter – the “**Tender**”, as per the Tender Regulations hereby submit our **Technical Offer** and other supplementary documents for the Tender, fully compliant with the Regulations and confirm that the provided copies of documents and information are true.

Our **Technical Offer** for Contract for [Please clearly indicate Option 1 or Option 2] is the following:

Offer may be structured and prepared as per Tenderer’s own insight, however should contain the minimum following information:

1. Description of experience in RVM supply (in the world and in the Baltics);
2. Experience in RVM supply to centralized (governmentally regulated) deposit systems;
3. Financial capabilities to fulfil the Contract;
4. Detailed Contract Execution Plan: production and installation capacities, description of planned installation process and resources planned for that, detailed RVM installation schedule and deadlines including installations, start time, project management and organization and planned involved human resources and responsibilities;
5. Full description of proposed (based on the above assumptions) RVM installation solution: number, types of RVM’s, types of installations, functionalities, technical characteristics, data sheets of RVM models, advantages over competitors, etc;
6. RVM IT system and Packaging Waste collection database management, features for online data exchange service explanation and description, coupon redeeming solution;
7. Service terms and guarantees (service plans, schedules, reaction times to RVM faults etc.); service model (description on who and how service shall be provided), provided that they may not be of a lower requirement quality than defined in these Tender Regulations ;
8. Different offered RVM layouts for different collection locations/sites with different collection volumes, including respective RVM models, space indoor requirement, Kiosk solutions – with full Kiosk design drawings, construction description, material usage , outside space requirement;
8. Commercial terms, not in contradiction with these Tender Regulations;
9. Other information required by the Tender Regulations.

Appendices (documents submitted together with the Technical Offer):

No.	Title of the submitted documents	Number of pages in the document

 (position of the signatory)

 (signature)

 (name and surname)

Appendix 7: Financial Offer

We, [company name, registration number, registered address], hereinafter – the “**Tenderer**”, participating in the Tender ID No. [...] for supply of Reverse Vending Machines (RVM) and related services for automated collection of Packaging Waste collected in the deposit-refund system in Latvia, hereinafter – the “**Tender**”, as per the Tender Regulations hereby submit our **Financial Offer** and other supplementary documents for the Tender, fully compliant with the Regulations and confirm that the provided copies of documents and information are true.

Our **Financial Offer** for Contract for [Please clearly indicate Option 1 or Option 2] is the following:

Services	Price Proposal

Appendices (documents submitted together with the Financial Offer):

No.	Title of the submitted documents	Number of pages in the document

(position of the signatory)

(signature)

(name and surname)

