Riga Municipality Limited Liability Company (SIA) Rīgas satiksme

APPROVED

at the Procurement Commission meeting

of August 11, 2025

**REGULATIONS**

**of the open procurement procedure**

**Refurbishment and Upgrading of Brake Units on Škoda 15T Trams**

Identification No. RS/2025/39

**Riga**

**2025**

1. **GENERAL INFORMATION**
2. **Subject of the Procurement, Type of Procurement Procedure and Estimated Contract Price**
   1. Subject of the procurement is refurbishment and upgrading of brake units for Škoda 15T trams in accordance with the technical specification drawn up by the Contracting Authority.
   2. Type of procurement procedure – open procedure (hereinafter – procurement procedure) in accordance with the Law on the Procurements of Public Service Providers.
   3. CPV code – 50200000-7 (Repair, Maintenance And Associated Services Related To Aircraft, Railways, Roads And Marine Equipment).
   4. Estimated contract price of the procurement: **EUR** **2 997 200,00** excluding VAT.
   5. Procurement Commission: The procurement procedure shall be organised by a Procurement Commission approved by the Contracting Authority (hereinafter – the Procurement Commission).
3. **Procurement identification number:** Procurement identification number – RS/2025/39.
4. **Name, address and other details of the Contracting Authority:**

Riga Municipality Limited Liability Company *(SIA)* Rīgas satiksme

Registered in the Commercial Register of the Republic of Latvia under No. 40003619950

Registered address: Kleistu iela 28, Riga, LV-1067

Office address: Vestienas iela 35, Riga, LV-1035

Tel.: 67104800

1. **Contact person of the Contracting Authority:**

Alena Kamisarova; phone: +371 67104891; e-mail: [alena.kamisarova@rigassatiksme.lv](mailto:alena.kamisarova@rigassatiksme.lv).

1. **Contract notice:**

Contract notice is published on the website of the Procurement Monitoring Bureau [www.iub.gov.lv](http://www.iub.gov.lv) and in the Official Journal of the European Communities.

1. **Place, date, time and procedure for the submission and opening of tenders**
   1. Tenders in an open procurement procedure shall only be submitted electronically, using the e-tender subsystem of the Electronic Procurement System available on the website of the State Regional Development Agency [www.eis.gov.lv](http://www.eis.gov.lv). Tenders submitted outside the e-tender subsystem of the Electronic Procurement System will be considered as not corresponding with the requirements of the Regulations of the open procurement procedure.
   2. Deadline for the submission of tenders shall be **September 15, 2025 at 10.00 a.m.**
   3. “The tenderer shall have the right to amend or withdraw their submitted tender at any time prior to the expiry of the deadline for the submission of tenders. Any amendment to, or withdrawal of, a tender shall be submitted exclusively in electronic form via the website of the National Regional Development Agency ([www.eis.gov.lv](http://www.eis.gov.lv)), through the e‑tender subsystem of the Electronic Procurement System.
   4. The Procurement Commission opens the submitted tenders when the deadline for the submission of offers expires on **September 15, 2025 at 14.00 a.m.**
   5. The tenders are opened using the tools available on the website of the State Regional Development Agency for the electronic receipt of tenders [www.eis.gov.lv](http://www.eis.gov.lv). The summary of financial tenders presented at the Tender Opening Meeting shall be made available on the Electronic Procurement System.

**II PROCEDURES FOR THE PREPARATION AND SUBMISSION OF TENDERS AND EXCHANGE OF INFORMATION**

1. Requirements regarding the layout and submission of the tender:
   1. Tenders shall be submitted electronically through the e‑tender Subsystem of the Electronic Procurement System (hereinafter – the Subsystem), in accordance with the following options available to the tenderer:
      1. by using the tools offered by the Subsystem by filling in the forms available in the Procurement section of the Subsystem;
      2. by preparing electronic documents outside the Subsystem in accordance with the applicable requirements, in which case the tenderer shall be responsible for ensuring that the completed forms comply with the documentation requirements and the sample forms;
      3. by encrypting the drawn-up tender electronically outside the Subsystem using data protection tools offered by a third party and protecting it with an electronic key and password, in which case the tenderer shall be responsible for ensuring that the forms to be filled conform with the documentation requirements and the sample forms, as well as the possibilities of opening and reading the document).
   2. In preparing the tender, the tenderer shall consider the following:
      1. The tender documents must be enclosed in the relevant section of the procurement profile;
      2. when submitting the tender, the tenderer shall sign it with a secure electronic signature and timestamp or use the electronic signature offered by the Electronic Procurement System.
   3. The tender documents shall be signed by the tenderer’s duly authorized representative(s) holding representation rights, or by any other person duly authorized by the tenderer. If the right of representation cannot be verified through the data of the Register of Enterprises, a document certifying the representative(s)’ right of representation and signature authority shall be attached to the tender documents.
   4. The tender must be drawn up in such a way that the operation of the Subsystem of the Electronic Procurement System is not endangered in any way and the access to the information contained in the tender is not restricted, including the fact that the tender must not contain computer viruses and other harmful software or generators of such, or, if the tender is encrypted, the tenderer must provide decryption of the submitted document during the set period (no later than within 15 minutes after the opening of tenders has started).
   5. The tender documents shall comprise the application (template provided in Annex 2), the tenderer’s qualification documents, and the tenderer’s tender, including the financial tender (Annex 3).
   6. Tenderers shall prepare their tender documents in accordance with the requirements set out in the Regulation of the procurement procedure.
   7. The documents included in the tender must meet the requirements of the Law on Legal Force of Documents, the Electronic Documents Law, Cabinet Regulation No. 558 of 4 September 2018 "Procedures for Drawing up and Preparing Documents" and Cabinet Regulation No. 473 of 28 June 2005 "Procedures for the Preparation, Drawing Up, Storage and Circulation of Electronic Documents in State and Local Government Institutions, and the Procedures by which Electronic Documents are Circulated between State and Local Government Institutions, or Between These Institutions and Legal and Natural Persons".
   8. The tender must be drawn up in Latvian or English. Tender documents prepared in another language must be accompanied by a certified translation into Latvian or English. The tenderer shall be responsible for the faithfulness of the document’s translation to the original.
   9. The tenderer shall cover all costs related to drawing up and submitting the tender to the Contracting Authority.
   10. The tenderer shall be entitled to submit a tender for the entire subject of the procurement procedure. The Contracting Authority shall not allow the submission of variants of the tender.
   11. The Contracting Authority shall bear no expenses incurred by tenderers in connection with the preparation and submission of their tender.
2. **Exchange of Information** 
   1. Communication between the Contracting Authority and interested suppliers within the framework of the procurement procedure shall take place in Latvian, in writing.
   2. The Procurement Commission shall have the right to request additional information to clarify the details of the tenderer's qualification documents and the technical or financial tender submitted, and to require the tenderer to produce the original copies of the documents submitted.
   3. Interested suppliers may obtain and consult the procurement documents on the Contracting Authority's website www.rigassatiksme.lv, in the section Procurement and Tendering and in the e-Tender Subsystem of the Electronic Procurement System [https://www.eis.gov.lv/EKEIS/Supplier.](https://www.eis.gov.lv/EKEIS/Supplier)
   4. Upon timely written request from a potential tenderer, the Procurement Commission shall prepare additional information regarding the Regulations of the procurement procedure and shall provide such information to the requesting tenderer within five (5) working days, but no later than six (6) days prior to the tender submission deadline. At the same time as the additional information is sent to the potential tenderer, it shall be published on the website of the Electronic Procurement System [www.eis.gov.lv](http://www.eis.gov.lv) and on the website of the Contracting Authority [www.rigassatiksme.lv.](http://www.rigassatiksme.lv)
   5. The Procurement Commission may amend the Regulations of the procurement procedure by notifying the Procurement Monitoring Bureau. No later than one day after the notification of the amendments has been submitted to the Procurement Monitoring Bureau for publication, information on the amendments shall be published on the website of the Electronic Procurement System [www.eis.gov.lv](http://www.eis.gov.lv) and on the website of the Contracting Authority [www.rigassatiksme.lv.](http://www.rigassatiksme.lv)
3. **Validity Period of the Tender** 
   1. The validity period of a tender shall commence on the date of its submission and shall remain in effect for six (6) months.
   2. Based on a written request of the Contracting Authority, the tenderer may extend the term of validity of the tender. The tenderer must submit their approval or refusal in writing.
4. **Composition of the Tender** 
   1. Tenders shall be submitted strictly in accordance with the templates set out in the Regulations of the open procurement procedure. The tenderers' tender shall include:
      1. The application prepared according to the template in Annex 1;
      2. The financial tender prepared in accordance with Annex 3 and the requirements set out in Clause 19 of the Regulations of the open procurement procedure;
      3. The qualification documents of the tenderer prepared in accordance with the requirements set out in Clause 18 of the Regulations of the open procurement procedure;
   2. The submission of variants of tenders shall not be permitted in the procurement procedure.
5. **Scope of the Tender** 
   1. Tenderers may submit a tender only for the entire subject of the procurement procedure.

**III INFORMATION ON THE SUBJECT OF THE PROCUREMENT PROCEDURE**

1. **Subject and Scope of the Service**
   1. The Contractor shall carry out the refurbishment and upgrading of the brake units of Škoda 15T trams (hereinafter – the Service) in accordance with the Technical Specification (Annex 1).
   2. The Contracting Authority shall not be obliged to deliver the entire indicative quantity (400 pieces) specified in the Technical Specification (Annex 1) during the term of the Contract.
   3. The duration of the service shall be 2 (two) years in accordance with the procedures set out in the draft Procurement Contract (Annex 4).
2. **Procurement Contract** 
   1. The draft Procurement Contract, attached as Annex 4 to these Regulations, shall serve as the basis for concluding the procurement contract between the Contracting Authority and the successful tenderer.
   2. The annexes to the Procurement Contract shall be drawn up after the successful tenderer has been notified, in accordance with the information contained in the Regulation, its annexes and the successful tenderer's tender.
   3. The duration of the contract shall be 2 (two) years.

**IV TENDERER SELECTION REQUIREMENTS**

1. **Rules for the Exclusion of Tenderers**
   1. The Contracting Authority shall exclude the tenderer from participation in the procurement procedure if the tenderer is subject to any of the grounds set out in Section 48, Paragraph two of the Law on the Procurements of Public Service Providers.
   2. The Contracting Authority shall exclude the tenderer from participation in the procurement procedure if the tenderer is subject to any of the grounds set out in Section 111, Paragraph one of the Law on International and National Sanctions of the Republic of Latvia.
   3. Cases of exclusion of tenderers will be examined in accordance with the procedure set out in Section 48 of the Law on the Procurements of Public Service Providers.
   4. Subcontractors whose value of the services to be provided is at least EUR 10,000.00 (ten thousand euro) of the total value of the procurement contract shall be subject to the exclusion conditions referred to in Paragraph 14.1 of the Regulations of the procurement procedure.
   5. The Contracting Authority shall carry out an examination and exclude the tenderer from participation in the procurement procedure if the grounds set out in Article 5k(1) of Council Regulation 2022/576 of 8 April 2022 amending Regulation No 833/2014 concerning restrictive measures in view of the activities of Russia destabilising the situation in Ukraine, as inserted in Article 1(23), are established.
2. **Requirements Concerning the Economic and Financial Standing of the Tenderer**
   1. The tenderer must have sound financial and economic performance indicators, which are characterised by **positive equity**, applying generally accepted techniques of financial analysis, as well as based on the results of the latest approved annual statement. For the tenderers established later, without any approved annual statement approved, the conformity of the financial and economic performance indicators to this Clause of the Regulations shall be determined on the basis of the financial and economic activity report of the tenderer.  If the tenderer is an association, each of the members of the association, whose financial capacities the tenderer relies upon and who will be financially responsible for the fulfilment of the procurement contract must comply with the requirements of Paragraph 15.1 of the Regulations.
   2. The tenderer’s annual net **turnover** for each of the last three completed financial years – with a completed financial year being one for which the annual report has been prepared and approved in accordance with the procedure established by the regulatory enactments – **shall not be less than EUR 1,000,000.00** per year. If the tenderer has been established more recently, its annual net turnover shall meet the above requirement for the correspondingly shorter period of its operation. If the tenderer has been in operation for less than one year and has not prepared and approved an annual report in accordance with the procedure prescribed by the applicable laws and regulations, the tenderer shall demonstrate compliance with the financial turnover requirements set out in this Clause for the actual period of its business activity. If the tenderer is an association of suppliers, all the members of the association must together satisfy the requirement set out in this Clause (the financial turnover figures of the members must together satisfy the requirement set out in this Clause).
   3. When confirming the compliance with the requirements of Paragraph 15.1 and 15.2, the tenderer may rely on the economic and financial capacities of other persons. In such a case the tenderer shall demonstrate to the Contracting Authority that it will have the necessary resources at its disposal by submitting a confirmation of such persons or an agreement on cooperation within the fulfilment of the procurement contract. The tenderer and the person, whose economic and financial capacities the tenderer relies upon, must be jointly and severally liable for the fulfilment of the procurement contract.
3. **Requirements for performance of professional activity** 
   1. The tenderer or, if the tenderer is an association of economic operators, all participants of the association, shall be registered in the Commercial Register or, if the tenderer is a foreign person, registered in accordance with the requirements of the laws and regulations of the country concerned.
   2. Where a tenderer (including an association) intends to engage a subcontractor for the performance of services under the subject of the procurement procedure, the value of the services to be provided shall be at least EUR 10,000. An agreement shall be concluded between the parties, specifying the type of services to be provided by the subcontractor, the value of the work in euros, and including the subcontractor’s confirmation of its willingness to perform the work in the event that the tenderer is awarded the contract.
4. **Requirements for technical and professional capacities**
   1. The tenderer must be a manufacturer of brake units or provide evidence of collaboration with such a manufacturer for the performance of the service.

**V TENDERER QUALIFICATION DOCUMENTS**

**AND THE FINANCIAL TENDER**

1. **Tenderer Qualification Documents** 
   1. In order to ascertain the tenderer's compliance with the selection requirements of the Contracting Authority, the Contracting Authority shall check the information available on the tenderer in public databases.
   2. The tenderer shall be obliged to provide all or part of the documents proving its qualifications at any stage of the procurement procedure at the request of the Contracting Authority.
   3. The following qualification documents must be submitted with the tender:
      1. Foreign tenderers shall submit a document issued by the competent authority of their respective country confirming the tenderer’s legal capacity to act and to enter into a contract, provided that the laws and regulations of the relevant country stipulate the issuance of such a document;
      2. Foreign tenderers shall submit a certificate confirming the representation rights of the tenderer’s authorized official, provided that the laws and regulations of the respective country require public registration of such information;
      3. Tenderer's declaration of compliance with the requirements of Paragraphs 15.1 and 15.2 of the Regulations and copies of the components of the tenderer's certified annual statements for the last 3 (three) completed financial years – balance sheets, profit/loss statement and certified auditor's report, if the applicant is required to submit the annual statements to a certified auditor for examination under the Law on Annual Statements and Consolidated Annual Statements (for a foreign tenderer – in accordance with the relevant national legislation on the preparation of annual financial statements). If the tenderer has been established more recently, it shall submit copies of the most recently approved components of its annual statements – including the balance sheet, profit and loss statement, and the certified auditor’s report, where the tenderer is required under the Law on Annual Statements and Consolidated Annual Statements to submit such statements for examination by a certified auditor. If, at the time of submitting the tender, no annual statement has yet been approved, the tenderer shall submit its most recent financial and business report, audited by a certified auditor where required, from which the Contracting Authority may ascertain the tenderer’s compliance with the requirements of Paragraphs 15.1 and 15.2 of these Regulations.
      4. If the tenderer is an association, each of the participants of the association, whose financial capacities the tenderer relies upon and who will be financially responsible for the fulfilment of the procurement contract must submit the information provided for in Paragraph 18.3;
      5. The tenderer must provide proof that it is the manufacturer of brake units or documents(manufacturer's authorisation, contract or other document) proving that the tenderer has cooperated with such a manufacturer in the performance of the service.
   4. To demonstrate compliance with the requirements concerning its technical and professional capacity, the tenderer may rely on the capabilities of other entities, regardless of the legal nature of the relationship. In such cases, the tenderer shall demonstrate to the Contracting Authority that the necessary resources will be at its disposal, by submitting a declaration or agreement from the relevant economic operators confirming that such resources will be made available to the tenderer. The tenderer may rely on the capabilities of other persons to demonstrate professional experience or the availability of personnel to meet the requirements of the Contracting Authority only where those persons will themselves perform the services for which such capabilities are required.
   5. The tenderer shall indicate in its tender all subcontractors, including sub-subcontractors of subcontractors, whose intended scope of services has a value of at least EUR 10,000 excluding VAT. For each such subcontractor, the tenderer shall specify the part of the contract to be subcontracted and shall attach an agreement detailing the type and scope of the subcontracted work, including a declaration from the subcontractor confirming its readiness to perform the work in the event the tenderer is awarded the contract. The total value of the services to be provided by a subcontractor shall be calculated by including the value of the services to be performed by that subcontractor together with those performed by all of its affiliates within the framework of the procurement concerned. In the meaning of this Clause, an affiliated company is considered to be a capital company in which the subcontractor holds a decisive influence, or a capital company in which the decisive influence is held by another capital company which simultaneously has a decisive influence on the applicable subcontractor, in accordance with the laws and regulations determining the status of a group of companies.
   6. As initial evidence of compliance with the requirements for the selection of tenderers set out in the procurement documents (Section IV of the Regulations), the tenderer is entitled to submit the European Single Procurement Document, completing Part II 'Information on the economic operator', Part III 'Grounds for exclusion', Part IV 'Selection criteria' and Part VI 'Concluding statements'. The tenderer shall provide a European Single Procurement Document for each person on whose capabilities it relies to demonstrate that its qualifications meet the requirements set out in the contract notice or in the procurement procedure documents, completing Part II 'Information on the economic operator', Part III 'Grounds for exclusion', Part IV 'Selection criteria', Part VI 'Concluding statements'. For each indicated subcontractor whose services are valued at not less than EUR 10,000, the tenderer shall submit a European Single Procurement Document, duly completed with Part II ‘Information on the economic operator,’ Part III ‘Grounds for exclusion,’ and Part VI ‘Concluding statements.’ The association of suppliers shall submit a separate European Single Procurement Document for each of its members. The European Single Procurement Document is available on the website of the Electronic Procurement System: [espd.eis.gov.lv](http://espd.eis.gov.lv/filter?lang=lv). The Contracting Authority shall be entitled, at any stage of the procurement procedure, to require the tenderer to submit all or part of the documents evidencing compliance with the selection requirements specified in the contract notice or the Procurement Documents.
   7. The Procurement Commission shall verify the existence of the grounds for exclusion specified in Paragraphs 14.1 and 14.2 of the tenderer to whom the contract should be awarded in accordance with the provisions Section [48](https://likumi.lv/ta/id/288730-sabiedrisko-pakalpojumu-sniedzeju-iepirkumu-likums#p48) of the [Law on the Procurements of Public Service Providers](https://likumi.lv/ta/id/288730-sabiedrisko-pakalpojumu-sniedzeju-iepirkumu-likums) and Article 111 of the Law on International and National Sanctions of the Republic of Latvia. The grounds for exclusion set out in Section 111, Paragraph one of the Law on International and National Sanctions of the Republic of Latvia shall not be verified with respect to: (i) the persons indicated by the tenderer whose capacities it relies upon to demonstrate compliance with the qualification requirements established in these Regulations; (ii) the persons exercising decisive influence over the tenderer by virtue of participation within the meaning of the laws on concerns; and (iii) the subcontractors.
   8. The Contracting Authority shall require the tenderer to replace any subcontractor whose services are valued at not less than EUR 10,000 if that subcontractor meets the exclusion grounds set out in Paragraph 14.1, as well as any person on whose capacities the tenderer relies to demonstrate compliance with the qualification requirements of these Regulations if that person meets the exclusion grounds set out in Paragraph 14.1. If the tenderer fails to submit, within ten (10) working days from the date of issuance or dispatch of the request, the documents relating to a new subcontractor or to a person on whose capacities the tenderer relies to demonstrate compliance with the qualification requirements specified in the contract notice or the Procurement Documents, the Contracting Authority shall exclude the tenderer from participation in the procurement procedure.
   9. If the tenderer, a member of an association (where the tenderer is an association), a member of a partnership (where the tenderer is a partnership), any person exercising decisive influence over the candidate or tenderer by virtue of participation within the meaning of the laws on concerns, or the tenderer’s beneficial owner is subject to the provisions of Section 48, Paragraph two, Clauses 1, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14 of the Law on the Procurements of Public Service Providers, and the exclusion grounds set out in Section 48, Paragraph four, Clauses 2, 3, 4, 5, and 6 of the same Law do not apply, the Contracting Authority shall proceed in accordance with Section 49, Paragraphs one through four of the Law on the Procurements of Public Service Providers.
2. **Financial Tender**
   1. The financial tender must be prepared in accordance with the Financial Tender Form (provided in Annex 3). In preparing the financial tender, the tenderer shall ensure that the price includes all duties, taxes, and other costs necessary and binding upon the tenderer for the performance of the procurement, with the exception of value added tax. All costs must be expressed in euro to two (2) decimal places.

**VI EVALUATION OF TENDERS**

1. **Procedure of Evaluation of the Tenders** 
   1. All matters concerning the conduct of the procurement procedure shall be handled by the Procurement Commission established by the Contracting Authority.
   2. The Procurement Commission shall first carry out the verification of the layout of the tender, during which the Procurement Commission shall assess whether the tender has been prepared and drawn up in accordance with the requirements of Section II of the Regulations. If the tender does not meet the requirements, the Procurement Commission, having assessed the relevance of irregularities and considering the principle of proportionality, shall be entitled to reject it and it will not be further assessed in the procurement procedure.
   3. The Procurement Commission shall verify that neither the tenderer, nor its employees, nor any person identified in the tenderer’s tender has participated in any prior stage of the procurement project or in the preparation of the Procurement Documents. If the tenderer, its employee, or any person identified in the tenderer’s tender has participated in any earlier stage of this procurement project or in the preparation of the Procurement Documents, and such participation results in an advantage for the tenderer by preventing, restricting, or distorting competition, the tender of the tenderer concerned shall be rejected. If the Procurement Commission establishes such circumstances, it shall, prior to any possible rejection of the tender, allow the tenderer to demonstrate that no circumstances exist which would afford it an advantage in the procurement procedure and thereby prevent, restrict, or distort competition.
   4. When evaluating the tenderer’s financial tender, the Procurement Commission shall verify compliance with the requirements of these Regulations and ensure that the financial tender contains no arithmetical errors. If the financial tender does not comply with the requirements of the Regulations of the procurement procedure, the tenderer shall be excluded from further participation in the procurement procedure and its tender shall not be considered further. If the Procurement Commission detects arithmetical errors, it shall correct the errors and inform the tenderer of the correction of the arithmetical errors and the corrected tender amount. In evaluating and comparing tenders affected by arithmetical errors, the Procurement Commission shall take into account the corrected prices.
   5. The Procurement Commission shall assess whether the tender exhibits the characteristics of an abnormally low tender. Where the tenderer is found by the Procurement Commission to have submitted a tender that appears to be abnormally low, it shall request the tenderer to provide a detailed explanation of the essential terms of the tender in accordance with Section 59 of the Law on the Procurements of Public Service Providers.
   6. The Procurement Commission shall be entitled to check the qualifications of tenderers and the compliance of tenders only in respect of the tenderer to whom the contract should be awarded.
   7. The qualifications of tenderers shall be verified on the basis of the qualification documents submitted and by reviewing their compliance with the requirements set out in these Regulations against publicly available databases.
   8. In the case of a tenderer that meets the above-mentioned requirements, the Procurement Commission will check whether the tenderer is subject to the exclusion rules set out in Section 48, Paragraph two of the Law on the Procurements of Public Service Providers. The tenderer to whom the contract should be awarded will be subject to an examination of the exclusion clauses referred to in Section 111, Paragraph one and two of the Law on International and National Sanctions of the Republic of Latvia.
2. **Tender Selection Criterion**
   1. Tenders will be evaluated on the basis of the financial tender submitted by the tenderers, with the tender with the **lowest price** being selected.
3. **Adoption and Notification of the Decision on the Results of the Open Procedure**
   1. The Procurement Commission shall make its decisions at the meetings. The Procurement Commission shall be deemed to have a quorum if at least two‑thirds of its members, but not fewer than three, are present at the meeting.
   2. The Procurement Commission shall take a decision on the results of the open procedure by majority of votes. In the event of a tie, the Chairperson of the Procurement Commission shall have the casting vote. A member of the Procurement Commission may not abstain from taking a decision.
   3. The results of the open procedure shall be decided by the Procurement Commission in accordance with the procedure for evaluation of tenders set out in Clauses 20 and 21 of these Regulations.
   4. Within five (5) working days of the decision, the Contracting Authority shall simultaneously inform all tenderers of the decision concerning the award of the procurement contract.
4. **Decision to Terminate the Open Procedure** 
   1. The Procurement Commission of the Contracting Authority may terminate the open procedure at any time for objective reasons.
5. **Conclusion of the Procurement Contract**
   1. The decision of the Procurement Commission and the announcement of the winner of the procurement procedure are the basis for the preparation of the procurement contracts. The contract shall be concluded on the basis of the tenderer's tender in accordance with the draft contract provided in Annex 4 to these Regulations.
   2. If the successful tenderer refuses to conclude the contract with the Contracting Authority, or fails to sign the contract within five (5) working days of receiving it – such failure being deemed a refusal to conclude the contract – the Procurement Commission shall decide either to conclude the contract with the next tenderer whose tender complies with these Regulations (i.e., the tender with the lowest price) or to terminate the procurement procedure without awarding the contract. The five (5) working day deadline may be extended at the request of the successful tenderer where it is unable to meet the deadline for objective reasons.
   3. If a decision is made to award the contract to the next lowest tenderer and that tenderer refuses to conclude the contract or fails to sign it within five (5) working days of receipt, the Contracting Authority shall terminate the procurement procedure without awarding the contract.
6. **ANNEXES**
   1. Annex 1 – Technical Specification;
   2. Annex 2 – Letter of application;
   3. Annex 3 – Template of the Financial Tender;
   4. Annex 4 – Draft Procurement Contract.

Riga Municipality Limited Liability Company (SIA) Rīgas satiksme

Chairperson of the Procurement Commission

*/Signed electronically/* K*.*Meiberga

**Annex 1**

to the Regulations of the open procurement procedure

Refurbishment and Upgrading of Brake Units on Škoda 15T Trams

identification No. RS/2025/39

**TECHNICAL SPECIFICATION***Refurbishment and Upgrading of Brake Units on Škoda 15T Trams*

1. In order to ensure continuous and safe operation of Škoda 15T, 15T1, 15T2 and 15T2A trams, it is necessary to renew and upgrade the brake units manufactured by DAKO-CZ, a.s. (ID: 46505091) (hereinafter – DAKO). For the purposes of this technical specification, ‘upgrading’ shall mean changing the fixing method of the brake pads to a bolt‑on pressure plate in the following components – floating caliper BK5387 and brake lining holder BK5389.
2. The Contracting Authority shall deliver to the Contractor for refurbishment and upgrading the following brake units:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No** | **Name** | **Manufacturer's number** | **Catalogue number** | **Nomenclature number** |
| 1 | Brake unit, left, A, D | 243 109/3L K.P.T 010 | 82051773 | 0915030003 |
| 2 | Brake block, right, A, D | 243 109/3P K.P.T 010 | 82051774 | 0915030004 |
| 3 | Brake unit, left, B, C | 243 106/3L K.P.T 010 | 82051775 | 0915030005 |
| 4 | Brake unit, right, B, C | 243 106/3P K.P.T 010 | 82051776 | 0915030006 |

1. The duration of the contract shall be 2 years from the date of signature. Under the framework of the contract, it is intended to procure the refurbishment and upgrading of brake units in batches of approximately 60 units per order. Each order must be completed within 12–16 weeks.
2. The planned quantity of brake units to be refurbished and upgraded is 400. The Contracting Authority shall be entitled to withhold refurbishment and upgrading of the entire specified quantity of units, depending on actual needs.
3. The Contractor shall provide a twelve (12) month guarantee for the refurbishment and upgrading of the brake units, commencing from the date of their installation on the tram.
4. Before handing over the brake units to the Contractor, the Contracting Authority shall carry out the following works:
   1. washing the brake units;
   2. draining the brake fluid and covering the pipes with plugs;
   3. drawing up a handover statement showing the numbers of the brake units and batteries handed over.
5. The brake unit consists of 4 conditional assemblies as specified in Annex 1 to the Technical Specification. The Annex does not show the detailed diagram of the brake unit with all its components:
6. Item 1 – floating caliper BK5387;
7. Item 2 – individually labelled caliper guide;
8. Item 3 – individually labelled battery;
9. Item 4 – brake lining holder BK5389.
10. The refurbishment and upgrading of brake units must be carried out according to DAKO technology and using DAKO original spare parts.
11. All new rubber elements must be fitted on the refurbished brake units.
12. All identification plates shall remain undamaged during repair; if any are damaged, they shall be replaced or newly manufactured.
13. The cost of transporting the brake units to the location specified by the Contractor within the European Union or the European Economic Area shall be borne by the Contracting Authority placing the repair order.
14. Upon transferring the brake units following refurbishment and upgrading, the Contractor shall indicate on the delivery note the serial numbers of the brake units and batteries being handed over. The Contractor shall submit with the delivery note a caliper guide control test certificate showing the brake unit numbers.

**Annex 1 to the Technical Specification**

A computer screen shot of a computer

AI-generated content may be incorrect.

**Annex 2**

to the Regulations of the open procurement procedure

Refurbishment and Upgrading of Brake Units on Škoda 15T Trams

identification No. RS/2025/39

**RECOMMENDED APPLICATION FORM***(on the tenderer’s form)*

**Application for participation in the open procurement procedure**

Refurbishment and Upgrading of Brake Units on Škoda 15T Trams

identification No. RS/2025/39

1. **SUBMITTED BY**

|  |  |
| --- | --- |
| **Full firm name of the company** |  |
| **Company registration number and date of registration** |  |
| **Legal address** |  |
| **Actual address** |  |
| **Bank details** |  |

1. **CONTACT PERSON**

|  |  |
| --- | --- |
| **Name, surname** |  |
| **Tel. / Fax** |  |
| **E-mail address** |  |

1. **APPLICATION**

Having read the Regulations of the open procurement procedure and the annexes thereto, we hereby submit our tender in accordance with the requirements of the Regulations and certify that we comply with the requirements of the Regulations of the open procurement procedure.

We offer to provide the service in accordance with the requirements of the Technical Specifications of the procurement procedure and the terms of the draft contract.

By submitting a tender, we hereby declare that we have read and understood the requirements set out in the open procurement procedure documents and that we fully agree to all the terms and conditions, and we guarantee the truth and accuracy of the information and documents provided. We undertake to comply with all the conditions set out in the draft contract annexed to the Regulations of the open procurement procedure, should the contract be awarded to us.

We hereby confirm that our tender is valid for a **period of 6 (six) months** from the closing date for the submission of tenders set out in the Regulations of the procurement procedure.

We hereby certify that all documentation submitted together with this application is true and can be verified by the relevant authorities, banks and the company's customers.

The compliance of the tenderer or all members of the association of suppliers (in case the tenderer is an association of persons) or a subcontractor engaged by the tenderer with the definition of a small or medium-sized enterprise in accordance with Article 2 of Annex 1 to European Commission Regulation No 651/2014:

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

*(The name of the company and the word "compliant" or "non-compliant" must be indicated.*

*For example: Tenderer SIA "xxx" – compliant. Member of the tenderer SIA "xxx" – non-compliant.)*

We hereby inform that the beneficial owner of the company is – [[1]](#footnote-1) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We hereby inform that the person having decisive influence over the tenderer on the basis of participation within the meaning of the laws on group of companies is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[[2]](#footnote-2)

We certify that more than 50% of the company represented by the tenderer is not owned, directly or indirectly, by

* a legal person, entity or body registered in the Russian Federation;
* the natural person who is a Russian citizen, or in the case of dual citizenship of a natural person, if one of the citizenships is that of the Russian Federation;
* a natural person living in the Russian Federation.

We also certify that the proposed transaction with the Contracting Authority is not on behalf or at the direction of any of the above persons. [[3]](#footnote-3)

Signed by a representative of the tenderer with the right of representation or by a person authorised by it:

|  |  |
| --- | --- |
| Name, surname |  |
| Position |  |
| Signature |  |
| Date |  |

**Annex 3**

to the Regulations of the open procurement procedure

Refurbishment and Upgrading of Brake Units on Škoda 15T Trams

identification No. RS/2025/39

**TEMPLATE OF THE FINANCIAL TENDER***Refurbishment and Upgrading of Brake Units on Škoda 15T Trams*

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **No** | **Name** | **Manufacturer's number** | **Catalogue number** | **Nomenclature number** | **Unit of measure** | **Planned quantity of brake units within 2 years** | **Price EUR, excluding VAT for refurbishment and upgrading of 1 (one) brake unit** | **Price EUR, excluding VAT per total quantity**  **(c=a\*b)** |
| **a** | **b** | **c** |
| 1 | Brake unit, left, A, D | 243 109/3L K.P.T 010 | 82051773 | 0915030003 | pcs. | 100 |  |  |
| 2. | Brake block, right, A, D | 243 109/3P K.P.T 010 | 82051774 | 0915030004 | pcs. | 100 |  |  |
| 3 | Brake unit, left, B, C | 243 106/3L K.P.T 010 | 82051775 | 0915030005 | pcs. | 100 |  |  |
| 4. | Brake unit, right, B, C | 243 106/3P K.P.T 010 | 82051776 | 0915030006 | pcs. | 100 |  |  |
| **TOTAL** | | | | | | | |  |

**Annex 4**

to the Regulations of the open procurement procedure

Refurbishment and Upgrading of Brake Units on Škoda 15T Trams

identification No. RS/2025/39

**DRAFT CONTRACT**

**CONTRACT No. \_\_\_***Refurbishment and Upgrading of Brake Units on Škoda 15T Trams*

Riga,

Date shown in the time stamp

**Riga Municipality Limited Liability Company *(SIA)* Rīgas satiksme,** single registration number 40003619950, represented by its \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, acting in accordance with a decision of the Board, hereinafter referred to as the "Contracting Authority", of the one part, and

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** single registration No \_\_\_\_\_\_\_\_\_\_\_, represented by its \_\_\_\_\_\_\_\_\_\_\_, acting in accordance with \_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the Contractor, on the other part, hereinafter jointly referred to as the Parties, based on the results of the open procurement procedure No RS/2025/39 'Refurbishment and Upgrading of Brake Units on Škoda 15T Trams' organised by the Contracting Authority, enter into the following contract (hereinafter referred to as the Contract).

1. **SUBJECT OF THE CONTRACT**
   1. The Contracting Authority shall assign and the Contractor shall undertake to perform with its own capacity, tools and materials the services of refurbishment and upgrading of brake units (hereinafter – brake units) of Škoda 15T trams (hereinafter – the Service) in accordance with the Technical Specification (Annex 1 to the Contract), the terms and conditions of the Contract and the prices set out in Annex 2 to the Contract.
   2. The planned quantity of brake units to be refurbished and upgraded is 400 (four hundred) units. The Contracting Authority shall be entitled to withhold refurbishment and upgrading of the entire specified quantity of units, depending on actual needs.
2. **CONTRACT AMOUNT, CONTRACT PERIOD AND TERMINATION**
   1. The total amount of the Contract for the provision of the Services during the term of the Contract shall not exceed **EUR\_\_\_\_\_\_\_\_\_\_,** exclusive of value added tax (hereinafter – VAT). The VAT rate will be applied in accordance with the current Value Added Tax Law.
   2. The Contracting Authority shall place orders for the Service until either two (2) years have elapsed from the Contract’s entry into force or the total volume of orders reaches the transaction amount specified in Paragraph 2.1 of the Contract, whichever occurs first.
   3. The Contractor shall have the right to unilaterally withdraw from the Contract by providing prior written notice to the Contracting Authority if the Contracting Authority is repeatedly more than ten (10) days late in paying any instalments due under the Contract.
   4. The Contracting Authority shall have the right to unilaterally withdraw from the Contract by providing prior written notice to the Contractor if the Contractor repeatedly defaults on or fails to perform its obligations under the Contract.
3. **SETTLEMENT PROCEDURE**
   1. The Contracting Authority shall pay the Contractor for the Services in accordance with the prices set forth in Annex 2 to the Contract, based on the invoice submitted by the Contractor. The basis for payment of the invoice shall be a handover statement signed by both Parties.
   2. Payment for Services rendered by the Contractor in satisfactory quality shall be made by the Contracting Authority via bank transfer to the Contractor’s current account within thirty (30) days of receipt of the Contractor’s invoice, provided that no objections have been raised by the Contracting Authority’s authorised representative regarding the invoiced amount, and that the handover statement has been mutually signed by the authorised representatives of both Parties. The date of payment shall be the date of the bank endorsement on the Contracting Authority's payment order.
   3. The Contractor must indicate the Contract number and the Order number, as well as the numbers of the brake units and batteries in the invoices and handover statements.
   4. The Contracting Authority shall not be liable for late payment resulting from internal transactions between credit institutions, provided that payments have been deposited with a credit institution in good time.
   5. The Contractor is obliged to submit invoices for the Service to the Contracting Authority by electronic means to the e-mail address: [rekini@rigassatiskme.lv.](mailto:rekini@rigassatiskme.lv)
   6. The Contracting Authority shall have the right not to use the full amount of the Contract.
4. **SERVICE PROVISION PROCEDURE**
   1. The Contractor undertakes to perform the Service in accordance with the provisions of the Contract and the Technical Specification.
   2. The Contracting Authority's authorised representative shall prepare and send the Service purchase order to the email address of the Contractor's authorised representative.
   3. The Contracting Authority shall procure the refurbishment and upgrading of brake units in batches of approximately 60 (sixty) units per order.
   4. At such time as the authorized representatives of the Parties may agree, the Contracting Authority shall ensure that the brake units are delivered to the place of repair (within the European Union or the European Economic Area) and returned to the Contracting Authority after the provision of the Service.
   5. The Contractor undertakes to provide the Service within a period not exceeding **16 (sixteen) weeks** from the moment of receipt of the brake units.
   6. The performance of the Service shall be evidenced by a Service handover statement signed by both Parties. The Contractor shall send the Service handover statement to the e-mail address of the Contracting Authority's authorised person. The Contractor shall submit with the handover statement also a caliper guide control test certificate showing the brake unit numbers.
   7. The period for the provision of the Services may be extended for objective reasons (e.g., unavailability of spare parts or materials), subject to written agreement between the authorised representatives of the Parties.
5. **WARRANTY OBLIGATIONS**
   1. The Contractor shall provide a 12 (twelve) month guarantee for the refurbishment and upgrading of the brake units, commencing from the date of their installation on the tram.
   2. During the Warranty Period, the Contractor shall, at no cost to the Contracting Authority, remedy any defects in the relevant brake unit that are not attributable to the Contracting Authority.
   3. The Contractor shall remedy the defects at its own expense within 8 (eight) weeks from the date of receipt of the complaint submitted by the Contracting Authority’s authorised representative. The rectification of the defect within the scope of the warranty obligation is subject to the preparation of a Defect Report. The period for rectifying defects may be extended for objective reasons (e.g., unavailability of spare parts or materials), subject to written agreement between the authorised representatives of the Parties.
   4. Upon request by the Contracting Authority's authorised person, the Contracting Authority shall transport the relevant brake unit for the fulfilment of the warranty obligations. A delivery note shall be signed by the Contractor and the Contracting Authority's authorised persons upon acceptance of the relevant brake unit. The cost of transporting the brake units to fulfil the warranty obligations shall be borne by the Contractor.
   5. The Contracting Authority shall return the brake units after rectification of the said defect. A delivery note shall be signed by the Contractor and the Contracting Authority's authorised persons upon return of the relevant brake unit.
6. **LIABILITY OF THE PARTIES**
   1. The Contractor undertakes to provide a high quality Service in accordance with the provisions of the Contract.
   2. The Contractor undertakes to provide, upon request of the Contracting Authority's authorised person, all necessary information on the progress of the provision of the Service and on other matters within the Contractor's competence relating to the performance of the Service.
   3. The Contractor shall ensure that all professionals performing the Services under this Contract possess the necessary and relevant training.
   4. The Contractor shall bear full material liability for any damage to and/or loss of the Contracting Authority’s property during the performance of the Contract, provided such damage or loss is caused by the Contractor’s fault.
   5. A Party shall be obliged to compensate the other Party for direct damages resulting from unlawful conduct, provided that the unlawful conduct of the responsible person, the occurrence of damage, the extent of the damage, and the causal link between the unlawful act or omission and the damage suffered are established and proven.
   6. The Contractor shall be entitled to charge the Contracting Authority a penalty of 0.1% of the amount of the overdue payments for each day of overdue payment for non-compliance with the payment deadlines provided for in the Contract.
   7. For failure to provide the Service within the time frame specified in the Contract, the Contracting Authority shall be entitled to claim from the Contractor a penalty of 0.1% of the value of the delayed portion of the Service for each day of delay.
   8. The Contracting Authority shall be entitled to charge the Contractor a penalty of 0.1% of the value of the Service for the delay in the deadline for the correction of deficiencies specified in the Contract.
   9. Payment of a contractual penalty shall not release the Parties from the complete fulfilment of the agreed obligations. The amount of the contractual penalty shall not be set off against damages.
   10. The Contracting Authority shall be entitled to deduct the contractual penalty from the amount payable to the Contractor. If this is not possible, the Contracting Authority shall issue and submit to the Contractor an invoice for payment of the contractual penalty. The invoice for the contractual penalty shall be paid by the other Party within 5 (five) working days from the date of submission.
   11. In the case of Paragraphs 6.7, 6.8 and 6.9 of the Contract, the total contractual penalties applicable to either Party for failure to perform its obligations within the prescribed period shall not exceed in aggregate 10% (ten percent) of the amount of the defaulted obligation.
   12. The Contracting Authority shall have the right to terminate the Contract unilaterally and ahead of time if it is not possible to fulfil the Contract due to the fact that international or national sanctions or the sanctions of the Member State of the European Union or North Atlantic Treaty Organisation affecting the interests of the capital market are applied during the fulfilment of the Contract.
   13. The Contracting Authority shall have the right to terminate the Contract unilaterally and early if the Contractor or any of the Contractor's officers, employees or agents involved in the performance of the Contract is found guilty of a criminal offence or breach of competition law in connection with the procedure for the conclusion or performance of this Contract. In the event of termination of the Contract under this Paragraph, the Contracting Authority shall be entitled to demand from the Contractor a contractual penalty payment equal to 2 (two) times the Contract Price set out in Paragraph 2.1 of the Contract.
   14. The Contractor is obligated to follow the basic principles for cooperation with counterparties, which are published on the Contracting Authority's website [sadarbibas\_ar\_darijumu\_partneriem\_pamatprincipi\_2025.pdf](https://www.rigassatiksme.lv/files/sadarbibas_ar_darijumu_partneriem_pamatprincipi_2025.pdf). In the event of non-compliance by the Contractor with these basic principles, the Contracting Authority shall be entitled to terminate the Contract.
   15. The Contracting Authority shall have the right to terminate the Contract immediately and unilaterally if the Contractor is declared insolvent, its economic activity is suspended or interrupted, bankruptcy proceedings are initiated, or any other circumstances arise that prevent or will prevent the Contractor from continuing to perform the Contract in accordance with its provisions.
7. **REPLACEMENT OF SUBCONTRACTORS**
   1. The Contractor shall not be entitled to replace the subcontractors indicated in the tender in the open procurement procedure and to engage additional subcontractors for the performance of the Procurement Contract without the agreement of the Contracting Authority.
   2. The Contracting Authority shall not agree to such replacement of the subcontractor if any of the following conditions exist:
      1. the proposed subcontractor does not meet the requirements for subcontractors set out in the documents of the open procurement procedure;
      2. the subcontractor whose capabilities the successful tenderer relied upon to demonstrate compliance with the qualification requirements set out in the contract notice and procurement procedure documents is replaced, and the proposed subcontractor does not possess qualifications at least equivalent to those originally relied upon, or if the proposed subcontractor meets the exclusion criteria specified in Section 42, Paragraph two of the Public Procurement Law, the contract notice, or the procurement procedure documents;
      3. the proposed subcontractor, whose value of the services to be provided is at least EUR 10,000.00, meets the conditions for exclusion of tenderers specified in Section 42, Paragraph two of the Public Procurement Law, the contract notice or the documents of the procurement procedure;
      4. replacement of subcontractor would lead to such amendments in the tenderer's tender which, if initially included therein, would affect the selection of the tender in accordance with the tender evaluation criteria specified in the procurement procedure documentation;
      5. where such changes, if carried out in the initial tender, would have affected the selection of the tender in accordance with the tender evaluation criteria specified in the procurement procedure documentation.
   3. Provided that the new subcontractor is not subject to the provisions of Section 62, Paragraph three of the Public Procurement Law and the obstacles specified in Paragraph 10.2 do not exist, the Contracting Authority agrees to the replacement of the subcontractor indicated in the tender in the following cases:
      1. the subcontractor indicated in the tender has given written notice of its refusal to participate in the performance of the Contract;
      2. the subcontractor indicated in the tender meets the conditions for exclusion of tenderers referred to in Section 42, Paragraph of the Public Procurement Law.
   4. In verifying the eligibility of the new subcontractor, the Contracting Authority shall apply Section 42 of the Public Procurement Law. The time limits referred to in Section 42, Paragraph four of the Public Procurement Law shall be counted from the date of submission of the request for replacement of the subcontractor to the Contracting Authority.
   5. The Contracting Authority shall decide to permit or refuse the replacement of the Contractor’s personnel or subcontractors, or the engagement of new subcontractors for the performance of the Contract, as soon as possible but no later than five (5) working days after receipt of all information and documents necessary to make such a decision.
8. **FORCE MAJEURE**
   1. Either Party shall be exempted from liability for failure to perform its obligations under the Contract, in whole or in part, if such failure is the result of a force majeure event occurring after the date of signature of the Contract, such as a disaster or misfortune which could neither have been foreseen nor prevented. Such force majeure shall include events beyond the control and responsibility of the Parties (natural disasters, floods, fire, earthquake and other natural disasters, as well as war and hostilities, strikes, new national or local laws or regulations and other circumstances beyond the reasonable control of the Parties).
   2. The Party experiencing force majeure shall promptly notify the other Party in writing within 3 (three) working days after the occurrence of the force majeure and shall attach to the notification a certificate issued by the competent authorities confirming the circumstances.
   3. If, as a result of the said circumstances, this Contract is inoperative for more than 3 (three) months, each Party shall have the right to withdraw from the Contract by giving at least 15 (fifteen) days' written notice to the other Party. In this case, neither Party may claim damages for any loss suffered as a result of the termination of the Contract in question.
9. **CONFIDENTIALITY**
   1. The Parties undertake not to disclose to third parties any technical, legal or financial information concerning the other Party and its business activities which they have acquired in the performance of the Contract. All such information shall be considered as restricted information and shall not be disclosed or made publicly available without the written consent of the Party. This term is not time-limited and shall not apply to the validity period of the Contract.
   2. Information shall not be considered restricted information if it has become publicly available or is published in accordance with the requirements of laws and regulations (e.g. included in public accounting reports and accounts, etc.). The text of the Contract and its Annexes, as well as information on the price and performance of the Contract (services rendered, early termination, penalty, etc.) shall not be considered as restricted information.
   3. The non-disclosure terms shall also not apply in cases where the relevant information is classified as generally available information by the laws and regulations, nor in cases where such information is requested by competent authorities or organisations having a legitimate right under the laws and regulations.
10. **FINAL PROVISIONS**
    1. The Parties stipulate that matters relating to the performance of the Contract will be dealt with by the Parties' authorised representatives:
       1. for the Contracting Authority – \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, e-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
       2. for the Contractor – \_\_\_, phone: \_\_\_\_, e-mail: \_\_\_;
       3. These persons shall have the right to order and accept Service, to sign delivery notes, to send claims and to deal with other matters related to the performance of the Contract. The said persons shall not be authorised to amend the Contract and its Annex.
    2. The Contracting Authority shall designate a person responsible for informing the Contractor of risks in the working environment \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, telephone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, e-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
    3. All information related to the performance of the Contract in the event of a dispute between the Parties shall be considered official if it is in the form of written communication, including correspondence between authorised persons of the Parties via e-mail addresses.
    4. Neither Party shall have the right to transfer its rights and obligations to a third party without the written consent of the other Party.
    5. If any provision of this Contract becomes invalid due to a change in the law, the remaining provisions of the Contract shall not become invalid and the Parties shall be obliged to apply the Contract in accordance with the laws and regulations in force.
    6. Upon signature of the Contract, all prior negotiations and correspondence prior to the signing of the Contract shall become void.
    7. All disputes and disagreements which may arise in the course of the performance of this Contract shall be settled by mutual agreement of the Parties, but if the Parties are unable to agree, the disputes shall be settled by the courts of the Republic of Latvia in accordance with its laws.
    8. The Parties shall settle any matters not covered by this Contract in accordance with the laws and regulations in force in the Republic of Latvia.
    9. The headings of the Sections of the Contract are used for clarity of the text and shall not be used for interpretation or explanation of the provisions of the Contract.
    10. The Contract and its Annexes are drawn up and signed electronically using a secure electronic signature and contain a time stamp. The date of entry into force of the Contract shall be the date on which the last electronic signature is affixed.
11. **DETAILS AND SIGNATURES OF THE PARTIES**

|  |  |
| --- | --- |
| **Contracting Authority:** | **Contractor:** |
| **Riga Municipality Limited Liability Company (SIA) Rīgas satiksme**  legal address Kleistu iela 28, Riga, LV-1067  office address Vestienas iela 35, Riga, LV-1035  Unified reg. No. 40003619950  Citadele Banka AS  Code PARXLV22  Account LV56PARX0006048641565  /\*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ / | /\*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ / |

1. The tenderer must indicate in its application its beneficial owner in accordance with the provisions of the Law on the Prevention of Money Laundering and the Financing of Terrorism and Proliferation. [↑](#footnote-ref-1)
2. Indicate if the tenderer is a dependent company within the meaning of the Group of Companies law. [↑](#footnote-ref-2)
3. The information provided in the certificate is necessary for RP SIA ‘Rīgas satiksme’ to comply with the Law on Prevention of Money Laundering and Terrorism and Proliferation Financing, the Law on International and National Sanctions of the Republic of Latvia, and EU Council Regulation No. 833/2014 ‘On restrictive measures in connection with Russian activities destabilising the situation in Ukraine.’ If RP SIA ‘Rīgas satiksme’ does not obtain accurate information and the necessary documents to fulfil the customer due diligence requirements set forth by the Law – sufficient to conduct a substantive review – it shall be entitled to refuse to initiate or to terminate the business relationship with the counterparty. [↑](#footnote-ref-3)