

**Riga Municipal Limited Liability Company "Rīgas  
satiksme"**

APPROVED  
at the July 11, 2019 Procurement Committee meeting

*AMENDED: June 9, 2020*

**REGULATIONS OF THE QUALIFICATION SYSTEM**

**„ON THE DELIVERY OF SPARE PARTS FOR  
PUBLIC TRANSPORT”**

**ID No. RS/2019/22**

## 1. Introduction

Riga Municipal Limited Liability Company “Rīgas satiksme” (hereinafter referred to as the Customer) invites suppliers to submit applications for entering into the Qualification System targeted at the selection of qualified suppliers meeting the requirements of the Open Tender “On the Delivery of Spare Parts for Public Transport”, Identification No. RS/2019/22 Regulations (hereinafter referred to as the Regulations) by compiling and maintaining a list of these qualified suppliers (hereinafter referred to as the List), thus ensuring the Customer the opportunity to obtain the necessary spare parts for public transport from qualified suppliers promptly and in good quality. No specific deadline is set for submitting applications, which may be submitted throughout the Qualification System maintenance period.

The participants entered on the List will be invited to participate in the procurement procedures for the delivery of specific goods regarding the delivery of spare parts for public transport required by the Customer.

CPV Code of the Procurement Procedure: 34320000-6, 34310000-3.

## 2. Customer

RM LLC “Rīgas satiksme”

Registration Number: 40003619950

Registered Office: 28 Kleistu Street, Riga, LV-1067

Actual Address: 35 Vestienas Street, Riga, LV-1035

Code: PARXLV22

Account: LV56PARX0006048641565

## 3. Qualification System Maintainer

RM LLC “Rīgas satiksme”

## 4. Contact Person

Mr. Artūrs Joffe, Legal Advisor, Procurement and Contracts Unit, RP SIA “Rīgas satiksme”, Phone +371 67104870, E-mail: [Arturs.Joffe@rigassatiksme.lv](mailto:Arturs.Joffe@rigassatiksme.lv).  
(As amended of June 9, 2020)

## 5. Receipt of Information and Regulations of the Qualification System

- 5.1. It is possible to receive organisational information from the Contact Person named in Paragraph 4 above.
- 5.2. Suppliers can receive the Regulations of the Qualification System:
  - 5.2.1. on the Customer's website [www.rigassatiksme.lv](http://www.rigassatiksme.lv), in the Section “Procurements and Auctions” - <https://www.rigassatiksme.lv/lv/par-mums/iepirkumi/>;
  - 5.2.2. in person on site: 35 Vestienas Street, Riga, previously notifying of the arrival by phone +371 67104863 or e-mail: [ruta.smite@rigassatiksme.lv](mailto:ruta.smite@rigassatiksme.lv).
- 5.3. The Regulations of the Qualification System shall be issued free of charge.

## 6. Goods Delivery Groups (Parts) Included in the Qualification System

- 6.1. Spare parts for Bus Solaris Urbino;
- 6.2. Spare parts for Bus Ikarus E-91;
- 6.3. Spare parts for Bus Mercedes Benz Citaro;
- 6.4. Spare parts for Trolleybus Solaris GST - 18;
- 6.5. Spare parts for Trolleybus Škoda 24Tr;
- 6.6. Spare parts for Tram Tatra T3A, Tatra T3M;

- 6.7. Spare parts for Tram Škoda 15T Riga, 15T1 Riga;
- 6.8. Spare parts for Trolleybus Škoda 27 Tr;
- 6.9. Spare parts for Trolleybus Solaris Trollino 18,75 H2.

The spare parts shall be ordered from the relevant vehicle manufacturer or spare parts manufacturer spare parts catalogue in the above goods groups (parts) within the Qualification System. Suppliers shall only be entitled to supply spare parts the conformity of which has been approved by the manufacturer of the vehicle concerned; spare parts labelled by the manufacturer (original spare parts) and spare parts, the compliance of which with the characteristics of original spare parts has been certified by the Customer's technical service and submission of such spare parts is allowed in the invitation to participate in the procurement procedure.

Suppliers can apply in all groups (parts) or in any particular group (part).

*(As amended of June 9, 2020)*

## **7. Supplier Qualification Requirements**

- 7.1. A supplier shall not be qualified if any of the mandatory exclusion criteria specified in the Public Service Providers Procurement Law Section 48 Part One are met.
- 7.2. The supplier shall not be qualified if:
  - 7.2.1. The Supplier (as a contracting party or a shareholder or member of a contracting party, when the contracting party has been an association or partnership of suppliers), its shareholder or member (if the supplier is an association or partnership of suppliers) has not fulfilled a procurement contract, framework agreement or concession agreement with the Customer, and therefore the Customer has exercised the right to unilaterally withdraw from the contract, framework agreement or concession agreement provided for in the procurement contract, framework agreement or concession agreement. This condition is valid for 12 months from the date of termination.
  - 7.2.2. The Supplier has committed serious professional misconduct which calls into question its fairness or has not fulfilled a procurement contract, framework agreement or concession agreement with a public service provider, customer or public partner and this fact has been recognised by decision of a competent authority, court judgment or prosecution sentencing submission which has entered into force and has become indisputable and non-appealable. This condition is valid for 12 months from the entry into force of the decision or court judgment.
  - 7.2.3. International or national sanctions or sanctions by a Member State of the European Union or of a North Atlantic Treaty Organisation that affect significant financial and capital market interests which impede the performance of the contract have been imposed on the Supplier, a member of its board or council, authorised representative or procurator or the person authorised to represent the Supplier in activities related to the branch office.
  - 7.2.4. If the supplier is an association, then the Customer shall declare the supplier non-qualifying, if any of the members of the association complies with the requirements specified in Paragraph 7.2.1 - 7.2.3 above.
- 7.3. The Suppliers who meet the following conditions shall be entered in the List of Qualified Suppliers:
  - 7.3.1. The Supplier is registered as a merchant in accordance with the laws and regulations of Latvia or the country in which it is registered. If the supplier is an association, all members

of the association must meet this requirement.

7.3.2. The minimum annual financial turnover of the Supplier (excluding value added tax (hereinafter referred to as VAT) during the last three closed financial years (the closed financial year is considered to be the year for which the annual report has been prepared and approved in accordance with laws and regulations) is:

7.3.2.1. at least EUR 500,000 (five hundred thousand *euro*), if the Supplier wishes to qualify for the delivery of the goods specified in Paragraph 6.1, 6.3, 6.4, 6.5 and/or 6.7 hereof;

7.3.2.2. at least EUR 200,000 (two hundred thousand *euro*), if the Supplier wishes to qualify for the delivery of the goods specified in Paragraph 6.2, 6.6, 6.8 and/or 6.9 hereof. Suppliers founded later shall certify the minimum annual financial turnover for the period of service in the amount specified in Paragraph 7.3.2.1 or 7.3.2.2 hereof;

If the Supplier is an association, then at least one of the members of the association of suppliers on whose financial capacity the supplier shall be based and who will be financially responsible for the fulfilment of the contract must meet the requirement set forth in this paragraph.

7.3.3. The Supplier or, if the supplier is an association, at least one member of the association, has at least 1 (one) year of experience in the supply of spare parts for public transport and/or buses during the previous 3 (three) years.

*(As amended of June 9, 2020)*

7.3.4. The Supplier or, if the supplier is an association, at least one member of the association, has a qualified employee who has at least 1 (one) year of experience in organising the supply of spare parts for public transport and/or buses during the previous 3 (three) years and who will organise the supply provided for in Paragraph 6 hereof.

*(As amended of June 9, 2020)*

## **8. Drawing up and Content of the Application**

8.1. The application, the documents attached to it and their copies must be drawn up in accordance with the Cabinet Regulation No. 558 adopted 4 September 2018 "Procedures for Drawing up and Preparing Documents".

8.2. The application must be prepared in Latvian, and it must be clearly legible, without corrections or erasures. A table of contents must be provided at the beginning of the application.

8.3. To evaluate the compliance of the Supplier's qualifications, the Supplier must submit the following documents:

8.3.1. Application Letter in accordance with the form specified in Annex 1 hereto;

8.3.2. If the supplier or a member of a partnership (if the supplier is a partnership) meets the cases for exclusion referred to in the Public Service Providers Procurement Law Section 48 Part One Paragraph 1, 3, 4, 5, 6 or 7, the candidate shall submit together with the application an explanation and evidence of compensation for damage caused or a signed agreement on compensation for damage caused, cooperation with the investigating authorities and the technical, organisational or personnel management measures taken to prove its reliability and prevent the recurrence of the same and similar cases in the future;

8.3.3. If the Supplier is incorporated or has permanent residence outside Latvia, a certified copy of the registration document issued by competent authorities of the Supplier's country of

- incorporation;
- 8.3.4. If the Supplier is incorporated or has permanent residence outside Latvia, a certificate that the Supplier's insolvency process has not been announced and it is not at the liquidation stage issued by competent authorities not earlier than 6 (six) months before the date of submission of the application, if the certificate or document issuing authority has not specified a shorter validity period, and drawn up in accordance with laws and regulations of the Supplier's country of incorporation;
  - 8.3.5. If the Supplier is incorporated or has permanent residence outside Latvia, a certificate that the Supplier has no tax debts in the respective foreign country, including debts of state social insurance mandatory contributions, which in total exceed 150 *euro*, issued not earlier than 6 (six) months before the date of submission of the application, if the certificate or document issuing authority has not specified a shorter validity period, and drawn up in accordance with laws and regulations of the Supplier's country of incorporation;
  - 8.3.6. A statement of the Supplier on the compliance of the minimum financial turnover during the last three closed financial years with the requirements of Paragraph 7.3.2 hereof and a copy of the profit or loss statement for the last two closed financial years;
  - 8.3.7. Information on the Supplier's experience in the delivery of spare parts for public transport in accordance with Paragraph 7.3.3 hereof. That information must be submitted in accordance with the form specified in Annex 2 hereto;
  - 8.3.8. Documents certifying the qualifications of the Supplier's employee to be engaged in the performance of the Procurement Contracts, certifying the employee's experience in organising the delivery of spare parts for public transport in accordance with Paragraph 7.3.4 hereof (CV indicating information on organised deliveries of spare parts for public transport).
- 8.4. The Supplier is entitled to submit the European Single Procurement Document as initial evidence of compliance with the requirements of the Regulation. If the Supplier has chosen to submit the European Single Procurement Document, it shall also submit this document for the person on whose capabilities the Supplier shall be based as indicated by the Supplier, in order to certify that its qualifications meet the requirements set forth in the procurement documents. The association of suppliers shall submit a separate European Single Procurement Document for each of its members. The Supplier shall fill out the European Single Procurement Document in accordance with the requirements set forth in the European Commission Implementing Regulation No. 2016/7 of 5 January 2016 establishing the standard form for the European Single Procurement Document (Annex 2 hereto). The European Single Procurement Document can be found on the European Commission website <https://ec.europa.eu/tools/espdc> and attached to the application once filled out.
  - 8.5. If a candidate who would be entered into the Qualification System and invited to submit an initial offer has submitted the European Single Procurement Document as initial evidence of meeting the selection criteria, before taking a decision on entering a candidate into the Qualification System, the Customer shall request the submission of documents certifying that the candidate meets the selection criteria set forth in the Regulation.
  - 8.6. In order to prove its compliance with the requirements of Paragraph 7.3 hereof, the Supplier is entitled to be based on the capabilities of other suppliers, regardless of the legal nature of their mutual relations. The supplier and the person on whose economic and financial capacity the candidate relies must be jointly and severally liable for the fulfilment of the procurement contracts.

In order to certify the professional experience or availability of personnel meeting the Customer's requirements, the Supplier may be based on the capabilities of another person only if this person shall participate in the fulfilment of the Procurement Contracts. The Supplier shall prove to the Customer that it will have the necessary resources at its disposal by submitting a declaration of these persons or agreement on the transfer of the necessary resources to the candidate. The exclusion conditions specified in Paragraph 7.1 and 7.2 hereof shall be applicable to the person on whose capabilities the Supplier is based in order to certify that his/her qualifications comply with the requirements specified herein.

- 8.7. Upon request, the Supplier must present the originals of the submitted copies or submit additional documents to evaluate his/her qualifications.
- 8.8. In order to find out the Supplier's compliance with the selection requirements set by the Customer, the Customer will check the information about the Supplier available in public databases.
- 8.9. The application must be attached with information on the Supplier's authorised persons (at least two persons must be named) during the operation of the Qualification System, who will be entitled to send and sign offers, organise and monitor the fulfilment of the contracts, including organise the delivery of the Goods and sign documents related to delivery and acceptance of the Goods. If any of these authorised persons is replaced during the operation of the Qualification System, the participant of the Qualification System shall be obliged to immediately notify the Customer.

## **9. Application Procedure**

- 9.1. There is no specific deadline for the submission of applications and they can be submitted throughout the period of validity of the Qualification System. If the Supplier wishes the application to be considered at the first meeting of the Procurement Committee, the application must be submitted by August 15, 2019, 15:00.
- 9.2. If the Supplier wishes the application to be considered at the first meeting of the Procurement Committee, the application must be submitted electronically to the e-tender sub-system of the Electronic Procurement System by August 15, 2019, 15:00, taking into account the following candidate selection options:
  - 9.2.1. using the tools offered by the e-tender sub-system, by filling in the forms provided for in the procurement procedure section of the e-tender sub-system;
  - 9.2.2. electronically preparing documents to be filled in electronically outside the e-tender sub-system of the Electronic Procurement System and attaching them in the proper Electronic Procurement System interface field (in this case the Supplier shall be responsible for compliance of the forms to be filled in with documentation requirements and form samples);
- 9.3. When preparing the offer, the candidate shall take into account that:
  - 9.3.1. According to the document templates attached to the procurement procedure profile in the e-tender sub-system, the application form must be filled in only electronically, as an electronic document, with Microsoft Office 2010 (or later software versions) tools in a readable format and attached in the proper procurement procedure profile section;
  - 9.3.2. When submitting an offer, the Supplier shall sign it with a secure electronic signature and time stamp or with the electronic signature offered by the Electronic Procurement System. The application shall be signed by a person whose right of signature must be certified in accordance with the regulation specified in laws and regulations. If the documents are signed by a person authorised by the supplier, attaching a relevant power of attorney issued to the person entitled to

- sign or a copy of the power of attorney duly certified in accordance with the procedures specified in laws and regulations.
- 9.4. The application must be prepared in such a way that the operation of the e-tender sub-system of the Electronic Procurement System is not jeopardized in any way and that access to the information contained in the application is not restricted, including, the application must not contain computer viruses and other malicious software or their generators. If the application contains any of the risks mentioned in this paragraph, it will not be considered. In case the application is encrypted, the supplier must submit a valid electronic key and password for opening the encrypted document no later than within 15 (fifteen) minutes after the deadline for opening the application.
  - 9.5. If the Supplier submits the application later than 15:00 of August 15, 2019, the application must be sent in electronic form to the Customer's e-mail address [sekretariats@rigassatiksmelv](mailto:sekretariats@rigassatiksmelv) and it must be signed with a secure electronic signature and time stamp.
  - 9.6. An open meeting to open an offer shall not be arranged.

## **10. Consideration of Applications**

- 10.1. The submitted applications shall be considered at the meeting of the Procurement Committee without the participation of representatives of the Suppliers. Procurement Committee meetings for the consideration of suppliers' applications shall be held once a month.
- 10.2. While considering the application, the Procurement Committee may request the Supplier to submit in writing additional information or explanations regarding any part of the submitted application, and additional documents necessary for the objective evaluation of the Supplier's qualifications. If the Committee finds that the Supplier has not submitted all the documents required in Paragraph 8 hereof or their content does not comply with the requirements set forth herein, the Committee shall suspend the consideration of the application and notify the Supplier of the identified deficiencies, indicating the deadline by which the Supplier must eliminate these deficiencies.
- 10.3. The Supplier's application may be rejected if the Qualification System Committee finds that:
  - 10.3.1. the Supplier has tried to influence the decision of the Committee to enter the Supplier in the List of qualified suppliers;
  - 10.3.2. the Supplier has not eliminated the deficiencies identified by the Committee within the term specified by the Committee.
- 10.4. A supplier shall be entered in the List of qualified suppliers if their qualifications meet all the qualification requirements specified in Paragraph 7 hereof.
- 10.5. The decision on the Applicant's compliance with the Qualification System will be made within two months after the submission of the application. If necessary, the Committee is entitled to extend the term for up to six months, having regard to the procedures specified in the Public Service Providers Procurement Law Section 55 Part Six.
- 10.6. Within 5 (five) business days after the decision is made, the applicants shall be informed about their compliance with the qualification requirements or the rejection of the application. The reasons for rejection shall be explained on the basis of the qualification requirements set forth in the Qualification System.
- 10.7. The Customer declares that the personal data information submitted by the Suppliers will be processed in accordance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council, only for the assessment of qualifications of the specific procurement suppliers during the selection. Procurement documents, including personal data

information, will be stored in accordance with the requirements of the Public Service Providers Procurement Law Section 46.

## **11. Removal of Suppliers from the Qualification System**

- 11.1. The Qualification System Committee may at any time remove the Supplier from the List of qualified suppliers if it is established that the Supplier's qualifications do not comply with any of the qualification requirements specified in Paragraph 7 hereof.
- 11.2. The Qualification System Maintainer shall notify the Supplier in writing of the intention to remove the Supplier from the List of qualified suppliers, indicating the reasons, at least 10 days before the presumed date of removal from the List of qualified suppliers. A participant of the Qualification System shall be removed from the System not earlier than on the next day after the participant has been transferred information on their removal from the Qualification System and the term referred to in the Public Service Providers Procurement Law Section 72 Part Two Paragraph 1 or 2 and Part Six has expired, if no application has been submitted to the Procurement Monitoring Bureau regarding violations of the procurement procedure.
- 11.3. The Supplier which has been removed from the List shall be entitled to submit a new application for the Qualification System when it complies with the qualification requirements specified in Paragraph 7 hereof.

## **12. Other Provisions**

- 12.1. If necessary, the Qualification System Committee may supplement or amend the Regulations of the Qualification System. The current version of the Regulations of the Qualification System is available on the Customer's website [www.rigassatiksm.lv](http://www.rigassatiksm.lv), Section "Procurements and Auctions" - <https://www.rigassatiksm.lv/lv/par-mums/iepirkumi/>.
- 12.2. Suppliers shall be entered in the List of qualified suppliers for a term of 2 years from the date of the decision on entering the Supplier in the List of qualified suppliers. The List of qualified suppliers with deadlines is published on the Customer's website [www.rigassatiksm.lv](http://www.rigassatiksm.lv), Section "Procurements and Auctions" - <https://www.rigassatiksm.lv/lv/par-mums/iepirkumi/>.
- 12.3. At the end of the term specified in Sub-paragraph 12.2 above, the Supplier shall submit a new application **in due time (at least 2 months before the expiry of the deadline)**, but the Committee shall evaluate the compliance of their qualifications and decide on the extension of the deadline or removal of the Supplier from the List of qualified suppliers. **If a new application for continuing the qualification is not submitted in time, the Supplier will be removed from the List of qualified suppliers after the specified qualification period.**
- 12.4. The Supplier, who is entered in the List of qualified suppliers, shall be obliged to notify the Customer in writing of any changes in the Supplier's company, as a result of which the Supplier qualification requirements specified in the Regulations of the Qualification System cannot be met.
- 12.5. Suppliers are invited to provide timely information on changes that have taken place in the company during the Supplier's qualification period (for example, the composition of the personnel indicated in the qualification or its qualification has changed, etc.). By submitting new information, the Supplier shall acknowledge the correctness and validity of the valid information.
- 12.6. The Candidate, who is incorporated or has permanent residence outside Latvia, shall be obliged to submit a statement to the Customer every 6 (six) months that the exclusion conditions specified in the Public Service Providers Procurement Law Section 48 Part One Clause 1, 2 and 3 shall not apply to it (also to all members of the association of suppliers or members of a partnership (if the



Candidate is an association of suppliers or a partnership) in order to certify that its qualifications comply with the requirements specified in the procurement procedure documents.

*(As amended of June 9, 2020)*

- 12.7. If the selected Candidate refuses to enter into a contract with the Customer, the Procurement Committee shall make a decision to enter into a contract with the next Candidate who has submitted the most economically advantageous offer (offer with the lowest price) in accordance with the Regulations or terminate the procurement procedure without selecting any offer. The fact that the Candidate does not appear to sign the contract within 5 (five) business days after receiving the written invitation (if the contract shall be signed in person) or does not sign it within 5 (five) business days after the Customer has sent it for signing by e-mail (if the contract shall be signed with an electronic signature) shall also be considered a refusal to enter into a contract.

*(As amended of June 9, 2020)*

- 12.8. In case the Procurement Committee takes a decision to terminate the procurement procedure in the event referred to in Sub-paragraph 12.7 above, the procurement procedure shall be terminated only for those spare parts for which the right of delivery has been granted to the Candidate.

*(As amended of June 9, 2020)*

### **13. Invitation to Participate in the Procurement Procedure, and the Procurement Contract**

- 13.1. Suppliers who have entered into the Qualification System shall be invited to participate in procurement procedures for the supply of spare parts for public transport in accordance with the needs of the Customer and the spare parts delivery groups (parts) specified in Paragraph 6 hereof.
- 13.2. The Invitation to the Competitive Procedure with Negotiation (hereinafter referred to as the Invitation) shall be prepared in accordance with the sample (Annex 3) and sent to the Suppliers entered into the Qualification System from the Electronic Procurement System or from the Customer's electronic system when its operation is adapted to electronic procurement. The text of the procurement contract shall be attached to the Invitation.
- 13.3. If the Customer's electronic system is used for electronic procurement, the Suppliers who have entered into the Qualification System will be obliged to register in the Customer's electronic system and use this system in accordance with the operating instructions for the System.
- 13.4. Suppliers must submit offers in accordance with the procedure specified in the Invitation in the Electronic Procurement System or the Customer's electronic system. By submitting an offer, the Supplier shall acknowledge that he/she has read the Procurement Contract, accepts its terms and provisions and, in case the right to enter into the Procurement Contract is granted (notice sent), acknowledge his/her readiness to assume and fulfil all obligations set forth in the Procurement Contract.
- 13.5. The Customer shall select the Supplier whose offer is evaluated as the most economically advantageous offer or the most economically advantageous offer with the lowest price (according to the evaluation criteria specified in the Invitation) and shall notify the Supplier of entering into the Procurement Contract in accordance with the text of the Procurement Contract attached to the Invitation and the Supplier's offer.
- 13.6. In case the total contract price of the goods specified in the Invitation is lower than EUR 428,000.00 excluding VAT, the Procurement Contract shall be deemed entered into on the next day after sending the Procurement Contract Notice and regulating all legal relations between the Customer and the Supplier, also the mutual rights and obligations of the parties.

*(As amended of June 9, 2020)*

- 13.7. If the total contract price of the goods specified in the Invitation is equal to or higher than EUR 428,000.00 excluding VAT, the decision on awarding the Procurement Contract and signing the Procurement Contract shall be made in accordance with the Public Service Providers Procurement Law provisions of the negotiated procedure by publishing the Invitation.  
*(As amended of June 9, 2020)*
- 13.8. In case two or more candidates have submitted offers with the same lowest prices (if the offer selection criterion is the lowest price) or candidates have obtained the same number of points (if the offer selection criterion is the most advantageous price determined by taking into account the price of the goods and the delivery period in calendar days), the right of delivery shall be granted to the candidate who has not renounced its obligations under the contract during the period of validity of the Qualification System or who has refused to deliver a smaller number of items the spare parts than any other candidate or other candidates who have submitted offers with the same lowest prices or have obtained the same number of points. If two offers with the same lowest prices are submitted and the number of refusals of both candidates is identical, the right of delivery shall be granted to the candidate who has made higher tax payments to the general state budget in the last year for which the annual report has been submitted in accordance with the law.  
*(As amended of June 9, 2020)*

**Enclosed:**

1. Qualification System Application Letter Form;
2. Supplier Experience List Form;
3. Invitation to Competitive Procedure with Negotiation Sample, including the Procurement Contract.

Vice-Chair of the Procurement Committee

*/ personal signature / K.Meiberga*  
Riga, July 11, 2019

### Qualification System Application Letter Form

\_\_\_\_\_, 20\_\_\_\_

To: RM LLC "Rīgas satiksme"  
 Registration Number: 40003619950  
 Registered Office: 28 Kleistu Street, Riga, LV-1067  
 Actual Address: 35 Vestienas Street, Riga, LV-1035

1. By submitting this Application, we would like to apply for our participation in the Qualification System "Supply of Spare Parts for Public Transport" maintained by RM LLC "Rīgas satiksme" for the following deliveries:

No.	Groups (Parts)	Participation Information:
1.	Spare Parts for Solaris Urbino Buses	
2.	Spare Parts for Ikarus E-91 Buses	
3.	Mercedes Benz Citaro Buses; Spare Parts	
4.	Spare Parts for Solaris GST - 18 Trolleybuses	
5.	Spare Parts for Škoda 24Tr Trolleybuses	
6.	Spare Parts for Tatra T3A, Tatra T3M Trams	
7.	Spare Parts for Škoda 15T Riga, 15T1 Riga Trams	
8.	Spare Parts for Škoda 27 Tr Trolleybuses	
9.	Spare Parts for Solaris Trollino 18,75 H2 Trolleybuses	

2. We declare that we:
- 2.1. comply with the qualification requirements set forth in the Regulations of the Qualification System;
  - 2.2. agree with, acknowledge as binding and undertake to comply with the provisions of the Regulations of the Qualification System;
  - 2.3. the attached documents constitute this Application and all information provided in the Application is true.
3. We undertake to immediately notify the Customer of any changes as a result of which the Company no longer meets the Supplier qualification requirements specified in the Regulations of the Qualification System, and we are aware that we may be removed from the Qualification System in case of providing false information.
4. We agree that the submitted personal data will be used for the evaluation of qualification requirements and will be stored in accordance with the requirements of the Public Service Providers Procurement Law Section 46.

Supplier: \_\_\_\_\_

Registration Number: \_\_\_\_\_ Tax Identification Number: \_\_\_\_\_

Registered Office: \_\_\_\_\_

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

Phone: \_\_\_\_\_ ; Fax: \_\_\_\_\_ ; E-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_  
(full name, position)

Phone: \_\_\_\_\_ ; Fax: \_\_\_\_\_ ; E-mail: \_\_\_\_\_

I hereby take full responsibility for the complete set of submitted documents, the information contained therein, execution, compliance with the requirements of the Regulations. The information and data provided are true.

The set of documents of the Application consists of \_\_\_\_\_ numbered and bound pages.

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

Full name: \_\_\_\_\_

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

This Application is prepared and signed on \_\_\_\_\_, 201\_

Seal

**Supplier Experience List Form**

No.	Subject of Delivery	Year of Contract Fulfilment	Contract Value (EUR)	Customer, Delivery Address	Customer's Responsible Officer, Position, Phone

In addition, at least three references from the largest customers listed in the table must be submitted (if the number of customers is less than three, then references from all customers) to confirm the information indicated in the table. The Supplier does not have to provide references regarding the delivery of spare parts, where the Customer has been RM LLC “Rīgas satiksme”.

## Invitation to the Competitive Procedure with Negotiation

Public Service Provider RM LLC “Rīgas satiksme” (hereinafter referred to as the Customer) invites you to the Competitive Procedure with Negotiation for the delivery of spare parts for public transport (a method for selecting Suppliers, as a result of which Suppliers are interviewed in writing about important provisions of the envisaged contract) (hereinafter referred to as the Negotiated Procedure), in accordance with the provisions set forth herein below (hereinafter referred to as the Invitation). Suppliers registered in the relevant group (part) of the Customer's Qualification System “Delivery of Spare Parts for Public Transport”, Identification No. RS/2019/22, who are invited and submit an offer for the Negotiated Procedure may participate in the Negotiated Procedure and shall participate in the Negotiated Procedure as Candidates after submitting the Offer.

### 1. Customer

RM LLC “Rīgas satiksme”

Registration Number: 40003619950

Registered Office: 28 Kleistu Street, Riga, LV-1067

Actual Address: 35 Vestienas Street, Riga, LV-1035

Code: PARXLV22

Account: LV56PARX0006048641565

Contact Person: Mr. Artūrs Joffe, Legal Advisor, Procurement and Contracts Unit, RP SIA “Rīgas satiksme”, Phone 67104870, E-mail: [Arturs.Joffe@rigassatiksme.lv](mailto:Arturs.Joffe@rigassatiksme.lv).

### 2. Subject of the Negotiated Procedure

2.1. Information about the Invitation shall be given to the Suppliers registered in the relevant group (part) of the Customer's Qualification System “Delivery of Spare Parts for Public Transport”.

2.3. Technical specification - types of spare parts to be delivered, vehicle manufacturer spare parts catalogue number, quantity and delivery period are indicated in Annex 1 hereto. Each supplier may submit an offer for one, several or all of the spare parts specified herein.

2.4. The Negotiated Procedure winner shall be determined for each spare part separately. The Negotiated Procedure winner(s) shall undertake full responsibility for the execution of the order by providing a warranty in accordance with the provisions of the Procurement Contract attached hereto as Annex 2. The Negotiated Procedure winner(s) shall be sent the Procurement Contract Notice.

2.5. *If the total contract price of the goods specified in the Invitation is lower than EUR 428,000.00 excluding VAT:*

The Procurement Contract shall be deemed entered into on the next day after sending the Procurement Contract Notice.

*If the total contract price of the goods specified in the Invitation is equal to or higher than EUR 428,000.00 excluding VAT:*

If no candidate applications for the Customer's decision are received in the Procurement Monitoring Bureau within the time period specified in the Public Service Providers Procurement Law Section 65 Part Seven, which starts from the day when all candidates are notified of the results, the Customer shall enter into the Procurement Contract with the selected candidate.

*(As amended of June 9, 2020)*

### 3. Offer Selection Criterion

The offer selection criterion is the most economically advantageous offer with the single criterion - the offered price of the Goods. The most economically advantageous offer shall be admitted the corresponding offer with the lowest price. The offers shall be evaluated separately for each goods specified in the Invitation.

*or*

3.1. *The offer selection criterion is the most economically advantageous offer, which is determined by taking into account the price of the Goods and the delivery period in calendar days as a quality criterion. Criteria for evaluating the most economically advantageous offer and their numerical values:*

- *Price offered by the Candidate (C), in EUR excluding VAT - 70 points \*;*
  - *Goods delivery period in calendar days (T) - 30 points \*.*
- The maximum possible total score (N) is 100 points.*

3.2. *The total evaluation (N) of each submitted offer shall be calculated using the following formula:*

$$N = C + T$$

3.3. *Points in criterion C „Price offered by the Candidate, in EUR excluding VAT” shall be calculated using the following formula:*

$$C = 70 \times (ZC / PC), \text{ where:}$$

*ZC is the lowest offered price, in EUR excluding VAT;*

*PC is the price offered by the evaluated candidate, in EUR excluding VAT.*

3.4. *Points in criterion T „Goods delivery period in calendar days” shall be calculated using the following formula:*

$$T = 30 \times (\bar{IT} / PT), \text{ where:}$$

*$\bar{IT}$  is the shortest offered delivery period;*

*PT is the delivery period offered by the Candidate.*

3.5. *The Procurement Committee shall recognise the offer that has received the highest number of points in total and that meets the requirements of the Invitation as the most economically advantageous offer. If several offers obtain the same number of points, the Procurement Committee shall select the offer of the candidate who has offered the lowest price in EUR excluding VAT in criterion “C”.*

*\* The score ratio can be changed depending on the need (urgency of delivery).*

#### **4. General conditions for the Candidate's participation in the Negotiated Procedure**

- 4.1. By submitting the offer, the Candidate fully acknowledges the terms and requirements set forth in the Invitation.
- 4.2. The Candidate shall pay all costs of preparation and submission of the offer and the Customer shall be in no way responsible or liable for these costs regardless of the process and outcome of the Competitive Procedure with Negotiation.

#### **5. Preparation of the Offer**

- 5.1. The offer shall be prepared in Latvian.
- 5.2. The offer shall be formed by a list of spare parts, which the Candidate undertakes to deliver in accordance with the Invitation, indicating prices and delivery period. If the Candidate has indicated in its quotation that the number of the specific spare part has changed, the Candidate shall be obliged, when submitting the offer, to submit documents certifying such changes by sending it to the e-mail of the Customer's contact person specified in Paragraph 1 above. The documents must be submitted by the offer submission deadline.  
*(As amended of June 9, 2020)*
- 5.3. The price offered by the Candidate must remain unchanged throughout the performance of the contract and shall not be subject to any changes or indexation.
- 5.4. When indicating the price in its offers, the Candidate shall take into account the payment conditions specified in the Contract.

#### **6. Offer validity period**

- 6.1. The offer shall be valid for 60 days from the date of submission.  
*(As amended of June 9, 2020)*
- 6.2. Under exceptional circumstances, the Procurement Committee may request candidates to extend the offer validity period for a specified period. The request and the Candidate's response shall be sent in writing by fax or e-mail.

#### **7. Submission of the Offer**

- 7.1. The offer shall be submitted in the Electronic Procurement System or in the Customer's Electronic System, in accordance with the type and time period of submission specified in the Invitation. If the total contract price of the goods specified in the Invitation is equal to or higher than EUR 428,000.00 excluding VAT, the time period shall not be shorter than 10 days. The offer could not be submitted after this term.  
*(As amended of June 9, 2020)*
- 7.2. Only one quotation can be submitted for each subject of the Negotiated Procedure (delivery of the goods).
- 7.3. The offer shall be signed by the Supplier's authorised signatory. In case the offer is signed by the Candidate's authorised person, the Candidate, when submitting its tender, shall attach the said person's power of attorney to the offer documents (if the procurement shall be conducted through the Electronic Procurement System) or send it to the e-mail address of the Qualification System contact person (if the procurement shall be conducted through the RM LLC "Rīgas satiksme" Electronic Procurement System "CAP").  
*(As amended of June 9, 2020)*
- 7.4. Until the Offer submission deadline, any Candidate may withdraw its Offer by sending by sending a Withdrawal of Offer as a scanned document certified by the Candidate's authorised signatory or its authorised person and a power of attorney to sign it.
- 7.5. Withdrawal is unconditional and precludes further participation in the Negotiated Procedure.

## **8. Confidentiality**

- 8.1. The content of Candidate's offers and their evaluation process shall be confidential.
- 8.2. Any attempt by the Candidate to influence the process of the Negotiated Procedure with the Candidate or the decision on the selection of the Negotiated Procedure winner shall be a reason to reject the Candidate's offer.
- 8.3. After the decision on the Negotiated Procedure winner(s) is taken, information on the winner(s) and its (their) offered prices (if the evaluation criterion is the delivery period, also its (their) offered terms) shall be available to all Candidates participating in the Negotiated Procedure.

## **9. Exchange of information**

- 9.1. The exchange of information between the Customer and the Candidates shall be provided in the Electronic Procurement System or in the Customer's Electronic System or by sending it to the e-mail address of the contact person / authorised person indicated in the Invitation or Offer.
- 9.2. The Customer shall answer in writing the questions regarding the content of the Invitation received in time before the deadline for the submission of offers. The Customer's answer shall be sent to all Candidates invited to the Negotiated Procedure (participants of the Qualification System in the respective group (part)) together with questions regarding the content of the Invitation, without indicating the person who has asked the question.

## **10. Evaluation of the Offer**

- 10.1. The submitted Offers shall be opened in the Electronic Procurement System or in the Customer's Electronic System without the participation of representatives of the Candidates.
- 10.2. The Procurement Committee:
  - 10.2.1. may invite all Candidates to resubmit offers with the aim to reduce the quotation for the improvement of the Customer's position. The Committee may indicate in the Invitation for re-submission of offers the estimated contract price for the supply of the spare parts in question. The Candidates shall submit the repeated offer in the Electronic Procurement System or the Customer's Electronic System by a certain deadline, in accordance with Paragraph 5 of the Invitation;
  - 10.2.2. may invite all Candidates for in-person or written negotiation in order to clarify the costs of spare parts in question and/or delivery period. If during the negotiation the Committee agrees with the Candidate on changes in the Offer for the improvement of the Customer's position, the Candidates shall submit the repeated offer in the Electronic Procurement System or the Customer's Electronic System by a certain deadline, in accordance with Paragraph 5 of the Invitation;
  - 10.2.3. shall be entitled to request explanations from the Candidates regarding the formation of their quotations in cases where the signs of an unreasonably low-price offer have been



ascertained or a significant increase in the price of the offered goods has been established ascertained (compared to the prices at which the goods have been previously delivered or to average market prices).

*(As amended of June 9, 2020)*

- 10.3. If the Committee has applied the provisions of Paragraph 10.2.1 and/or 10.2.2 of the Regulations in the course of negotiations, the Candidate shall have the right to keep its offer unchanged. In this case, the repeated offer shall be submitted unchanged by a certain deadline in the Electronic Procurement System or the Customer's Electronic System, in accordance with Paragraph 5 of the Invitation. If a repeated Offer is not submitted in accordance with the above, the Committee shall have reason to believe that the offer has not been submitted.
- 10.4. The Procurement Committee shall be entitled to award the procurement contract without negotiations according to the initial offers.
- 10.5. Before awarding the contract, the Procurement Committee shall check whether the exclusion conditions specified in the Public Service Providers Procurement Law Section 48 Part One are applicable to the Candidate who would be awarded the contract, and an inspection shall be performed as provided for in the Law on International Sanctions and National Sanctions of the Republic of Latvia Section 11.1 Part One and Two.  
*(As amended of June 9, 2020)*
- 10.6. The Committee shall make a decision on the Negotiated Procedure winner for the delivery of each item separately.  
*(As amended of June 9, 2020)*
- 10.7. The decision on the Negotiated Procedure winner or the decision on termination or suspension of the Negotiated Procedure without selecting any Offer within 5 (five) business days after the approval of the decision shall be notified in writing to all Candidates who have participated in the Negotiated Procedure. The Procurement Contract Notice shall be sent to the Negotiated Procedure winner(s).  
*(As amended of June 9, 2020)*
- 10.8. For objective reasons, the Negotiated Procedure may be terminated at any time without any obligation of the Customer to the Candidate.  
*(As amended of June 9, 2020)*

## **11. Entering into the Contract**

- 11.1. In case the total contract price of the goods specified in the Invitation is lower than EUR 428,000.00 excluding VAT, the Procurement Contract shall be deemed entered into on the next day after sending the Procurement Contract Notice. Legal relations between the Customer and the Supplier regarding the delivery of spare parts, terms, payment procedure, warranties and other mutual rights and obligations of the Customer and the Supplier shall be regulated by the Procurement Contract attached hereto as Annex 2, the Supplier's Offer and the Procurement Contract Notice.  
*(As amended of June 9, 2020)*
- 11.2. In case the total contract price of the goods specified in the Invitation is equal to or higher than 428,000.00 EUR excluding VAT, the Procurement Contract shall be entered into in accordance with the Public Service Providers Procurement Law provisions of the negotiated procedure by publishing the Invitation.  
*(As amended of June 9, 2020)*

**TECHNICAL SPECIFICATION**  
„Spare Parts \_\_\_\_\_”

No.	Spare Part	Spare Part Catalogue No.	Quantity	Delivery time (from signing the Contract)
1				
2				
3				
4				

## Procurement Contract Supply of Spare Parts for Public Transport

Riga, \_\_\_\_\_, 20\_\_

**Riga Municipal Limited Liability Company „Rīgas satiksme”**, registered in the Commercial Register of the Republic of Latvia on February 20, 2003, Unified Registration Number 40003619950, hereinafter referred to as the Customer, represented by \_\_\_\_\_ acting in accordance with the decision of the Board, as one of the parties hereto, and **the Limited Liability Company “\_\_\_\_\_”**, Unified Registration Number \_\_\_\_\_, represented by \_\_\_\_\_ acting in accordance with the Articles of Association, hereinafter referred to as the Supplier, as the other party hereto, hereafter individually and collectively referred to as the Party/Parties,

whereas the Contractor is registered in the Customer's Qualification System “Delivery of Spare Parts for Public Transport” (ID No. RS/2019/\_\_\_),

proceeding from the results of the Competitive Procedure with Negotiation arranged by the Customer, now therefore, enter into this contract, hereinafter referred to as the Contract, as follows:

### 1. SUBJECT OF THE CONTRACT

1.1. The Supplier undertakes to supply spare parts for public transport (hereinafter referred to as the Goods) as per the Customer's order in accordance with the Offer submitted by the Supplier in the Procurement Procedure (hereinafter referred to as the Offer) and the Customer's Procurement Contract Notice (hereinafter referred to as the Notice), which shall be considered to be integral parts of the Contract.

### 2. CONTRACT PERIOD

- *In case the total contract price of the goods specified in the Invitation is lower than EUR 428,000.00 excluding VAT:*

The Contract shall enter into force on the next day after sending the Notice and shall be in force until the fulfilment of the obligations of the Parties.

- *In case the total contract price of the goods specified in the Invitation is equal to or higher than EUR 428,000.00 excluding VAT:*

The Contract shall enter into force upon its mutual signing shall be in force until complete fulfilment of the obligations of the Parties.  
(As amended of June 9, 2020)

### 3. CONTRACT VALUE AND PAYMENT PROCEDURE

3.1. The total Contract value, excluding value added tax (VAT), is indicated in the Notice. The VAT rate shall be applied in accordance with the effective Law "On Value Added Tax".

3.2. The prices of the Goods are determined as a result of the procurement procedure and shall not be changed during the Contract period. The prices of the Goods are indicated in the Notice.

3.3. The price of the Goods includes all of the costs related to the value of the Goods, transport, taxes and duties (excluding VAT), customs and other costs related to the performance of the Delivery Contract.

3.4. Payment for the Goods shall be made within 30 (thirty) business days after delivery of the Goods, acceptance in accordance with the procedure specified in the Contract and receipt of the invoice, by transferring the respective amount to the bank account indicated in the Supplier's invoice.

3.5. The Supplier must indicate the number of this Contract in the invoices and notes.

3.6. The Customer shall not be liable for any delay in the payment resulting from internal transactions of credit institutions, if the payments have been paid to the credit institution on time.

#### **4. GOODS DELIVERY AND ACCEPTANCE PROCEDURE**

- 4.1. The Supplier shall deliver the Goods to the location in the city of Riga specified by the Customer's authorised person.
- 4.2. The Supplier shall deliver the Goods in accordance with the delivery terms specified in the Offer and the Notice.
- 4.3. When accepting the Goods from the Supplier, the Customer shall check the compliance of the Goods in terms of quantity and quality with the Contract and the invoice.
- 4.4. When it is established that the type and quantity of the Goods correspond to the documents, the Customer shall sign the consignment invoice. If it is established that the type or quantity of the Goods does not correspond to the documents, the undelivered Goods listed in the consignment invoice shall be crossed out or corrections shall be made to the quantity of the Goods, and the sum of money indicated in the consignment invoice shall be recalculated.
- 4.5. If the quality of the Goods is not in compliance with the Contract or any other non-compliance with the Contract is established, the Customer's authorised person shall make a letter of complaint within 5 (five) business days and send it to the Supplier's authorised person. It shall be considered in this case that the Goods delivery has not been performed and the Customer, if the said deficiencies are not eliminated within the delivery period or the Supplier does not prove that the deficiencies or inconsistencies indicated in the letter of complaint are not justified, shall impose a contractual penalty on the Supplier in accordance with the procedure specified in Sub-paragraph 6.4 hereof until the Supplier eliminates the identified deficiencies.
- 4.6. The Supplier must send a written explanation of the discrepancies indicated in the letter of complaint within 2 (two) business days after receipt of the letter of complaint. The Supplier shall have the right to direct its representative to assess the non-compliances indicated in the letter of complaint.
- 4.7. If the Supplier does not comply with the provisions of Paragraph 4.6 hereof and does not provide a reasoned explanation or evidence that the non-compliances indicated in the letter of complaint are not true, it shall be considered that the Supplier agrees with the deficiencies or discrepancies indicated in the letter of complaint.
- 4.8. If the Supplier does not agree with the deficiencies or discrepancies of the Goods indicated in the Customer's letter of complaint, the Parties may invite an independent expert to conduct an examination perform the examination for resolving the dispute or establishing the deficiency or discrepancy.
- 4.9. If deficiencies or discrepancies of the Goods of the Goods are established, the Supplier shall deliver the corresponding Goods or, if an inappropriate quantity of the Goods has been delivered, shall deliver of the remaining Goods. The Supplier shall be obliged to remove the inappropriate s Goods from the Customer's territory within 10 (ten) days at its own expense.
- 4.10. The Supplier shall submit a new consignment invoice for the replaced or delivered Goods.
- 4.11. The Customer shall be entitled to terminate the Contract unilaterally if the non-conformity of the quality of the Goods has been established in accordance with the provisions of the Contract.
- 4.12. When the Contract is terminated in accordance with Paragraph 4.11 above, the Supplier shall be obliged to remove the Goods from the Customer's territory at its own expense within 10 (ten) days upon the Customer's written request.
- 4.13. If it is established after installation of the Goods on the vehicle that the Goods does not meet the general quality and warranty requirements (during proper operation, it does not provide the minimum service life specified by the manufacturer or other quality discrepancies are detected during the warranty period), the Supplier shall, no later than 20 (twenty) days and free of charge, ensure its replacement with an identical one and will reimburse the Customer for all expenses and losses incurred from the replacement of the Goods (evacuation services, repair costs, other vehicle components or systems damaged as a result of poor-quality Goods, etc.).
- 4.14. If the Customer has doubts about the origin of the delivered Goods, the Customer shall have the right to send it to the original Goods manufacturer or its authorised representative to check its

conformity. If the original Goods manufacturer or its authorised representative finds non-conformity of the Goods, the Supplier shall replace the Goods with a suitable one and pay the sending and checking costs, but if replacement of the Goods is not possible, remove the Goods from the Customer's territory and refund the Customer for the non-compliant Goods in addition to the Goods sending and checking costs.  
(As amended of June 9, 2020)

## **5. QUALITY OF THE GOODS AND WARRANTIES**

5.1. The Goods delivered must comply with the Technical Specification of the Procurement Procedure (Offer), the technical regulations and quality standards of the vehicle manufacturer's factory.

5.2. The conformity of the Goods must be certified by the vehicle manufacturer by assigning its own labels (original spare parts).

5.3. The Supplier guarantees that:

5.3.1. the delivered Goods complies with the requirements of Paragraph 5.1 hereof;

5.3.2. the delivered Goods is new.

5.4. The warranty period of the Goods corresponds to the warranty period specified by the manufacturer, but not less than 12 (twelve) months from the installation of the Goods. The warranty shall cover manufacturing defects and damage caused by the transport of the Goods, but shall not cover damage to the Goods resulting from poor installation and non-compliance with the operating rules. During the warranty period, the Customer shall be also entitled to report damages and non-compliance of the Goods with the requirements set forth in Paragraph 5.1 hereof, and the Supplier must eliminate it by replacing the Goods with a corresponding one, but if this is not possible, remove the Goods from the Customer's territory within 30 (thirty) days at its own expense and refund the Customer for the non-compliant Goods.

5.5. Any problems and shortcomings detected during the warranty period shall be eliminated within the time period agreed with the Customer, which may not be longer than 20 (twenty) days after receipt of the Customer's request.

## **6. RIGHTS, OBLIGATIONS AND LIABILITY OF THE PARTIES**

6.1. The Parties shall be mutually liable for damages caused to the other Party if they have resulted from acts or omissions of either Party or its employees or of third parties involved in the performance of the Contract by this Party, and from gross negligence, malicious acts or carelessness.

6.2. In case of non-fulfilment of the contract obligations, the faulty Party shall indemnify the other Party for losses, but in the cases specified herein, shall also pay contractual penalties, taking into account the maximum contractual penalty amounts stipulated by laws and regulations. Contractual penalty amounts shall not be included in the indemnification of losses.

6.3. Payment of the contractual penalty shall not release the Parties from the performance of their obligations, and from the compensation for damages and losses caused by their actions.

6.4. For delay in delivery of the Goods, the Supplier shall pay the Customer a contractual penalty at the rate of 0.5% of the undelivered Goods value for each day of delay. The period of delay of delivery of the Goods shall cover the entire period exceeding the term of delivery of the Goods specified in the Notification, with the exception of the period of checking the conformity of the Goods by the Customer's authorised person, until the authorised persons of the Parties specified in the Contract have mutually signed the Goods delivery note.

6.5. If the Supplier does not deliver the Goods for more than 20 (twenty) days from the delivery term specified in the Notice or refuses the delivery, the Customer shall be entitled to terminate the Contract unilaterally.

6.6. For failure to comply with the delivered Goods payment date, the Customer shall pay the Supplier a contractual penalty at the rate of 0.5% of the overdue amount for each day of delay.

(As amended of June 9, 2020)

6.7. If the Supplier fails to comply with the time-frame for elimination of damages referred to in Paragraph 5.5 hereof, it shall pay the Customer a contractual penalty at the rate of 0.5% of the value

of the Goods.

*(As amended of June 9, 2020)*

6.8. If during the warranty period, the Supplier fails to eliminate the problems and deficiencies of the delivered Goods for more than 20 (twenty) days from the term specified in Paragraph 5.5 hereof, the Customer shall be entitled to unilaterally terminate the Contract.

6.9. If the Supplier refuses to deliver the Goods, the Supplier shall pay a contractual penalty at the rate of 15% of the price of the Goods the delivery of which it has refused.

*(As amended of June \_\_, 2020)*

6.10. The Customer shall have the right to deduct the contractual penalty from the amounts payable to the Supplier by way of offset from the Contracts signed with the Supplier within the Qualification System.

*(As amended of June 9, 2020)*

6.11. The Supplier shall be obliged at the request of the Customer's authorised person, to submit the technical documents for the Goods (certificates, technical certificates, installation instructions, packing sheets, technical conformity certificates or other documents related to the use, conformity or origin of the Goods.

*(As amended of June 9, 2020)*

## **7. FORCE MAJEURE**

7.1. A Party shall be released from liability for full or partial non-performance of obligations hereunder, if such non-performance has occurred as a result of force majeure after the date of signing hereof as a natural disaster or accident that could not have been foreseen or prevented. Such force majeure includes events beyond the control and responsibility of the Parties (natural disasters, floods, fires, earthquakes and other acts of God, also war and military operations, strikes, new state or municipal laws or any other laws and regulations and other circumstances outside the possible control of the Parties).

7.2. The Party affected by a force majeure event shall immediately notify the other Party in writing within 3 (three) business days after the occurrence of the force majeure event, and the notice shall be attached with a certificate issued by competent authorities and bearing evidence of the said event.

7.3. If this Contract does not operate for more than 3 (three) months due to the above event, each Party hereto shall have the right to withdraw from the Contract by notifying the other Party in writing at least 15 (fifteen) days in advance. In this case, neither Party may claim damages resulting from the termination of this Contract.

## **8. MISCELLANEOUS**

8.1. The Parties stipulate that issues related to the performance hereof will be resolved by the authorised persons of the Parties:

8.1.1. Of the Customer: Mr. Dmitrijs Handramajs, Phone 29175392, E-mail: [dmitrijs.handramajs@rigassatiksm.lv](mailto:dmitrijs.handramajs@rigassatiksm.lv) (delivery of spare parts for trolleybuses and trams); Mr. Oļegs Petkevičs, Phone 29110138, E-mail: [olegs.petkevics@rigassatiksm.lv](mailto:olegs.petkevics@rigassatiksm.lv), Mr. Oļegs Šaburovs Phone 26380758, E-mail: [olegs.saburovs@rigassatiksm.lv](mailto:olegs.saburovs@rigassatiksm.lv) (delivery of spare parts for buses).

*(As amended of June 9, 2020)*

8.1.2. Of the Supplier: the persons indicated in the Supplier's Application for the Customer's Qualification System "Delivery of Spare Parts";

8.1.3. These persons shall have the right to apply for and accept Orders, issue claims, and resolve other issues related to the performance hereof.

8.2. All information related to the performance of the Contract in the event of a dispute between the Parties shall be considered to be official, if it is in the form of written communication, including correspondence between the authorised persons of the Parties, using e-mail addresses.

8.3. The Customer shall have the right to unilaterally terminate the Contract by notifying the Contractor in writing 30 (thirty) days in advance. If the Customer terminates the Contract in accordance with the provisions of this sub-paragraph, the Contractor shall not have the right to

issue any claims and/or demand compensation for damages in connection with the termination of the Contract.

- 8.4. If any of the provisions hereof becomes invalid due to the law amendment, the Contract shall not become invalid in other paragraphs thereof, and in this case the Parties shall be obliged to apply the Contract in accordance with the effective laws and regulations.
- 8.5. This Contract shall be binding on the successors and assigns of the Parties.
- 8.6. Upon the signing of the Contract, all previous negotiations and correspondence existed before the signing of the Contract shall be null and void.
- 8.7. All disputes and disagreements that may arise in the course of the performance hereof shall be considered by mutual agreement of the Parties, but if the Parties are unable to agree, the disputes shall be resolved by a court of the Republic of Latvia in accordance with its laws.
- 8.8. Any issues not regulated herein shall be resolved by the Parties in accordance with the effective laws and regulations of the Republic of Latvia.
- 8.9. The titles of the chapters hereof shall be used for the sake of transparency of the text and cannot be used to interpret and interpret the terms and provisions hereof.
- 8.10. The content hereof and all information obtained by the Parties within the framework hereof shall be considered confidential, and the Parties undertake not to disclose it, keep it with the utmost care and protect in accordance with the requirements of the laws and regulations.

## 9. DETAILS AND SIGNATURES OF THE PARTIES

**The Supplier:**

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

Phone/Fax: \_\_\_\_\_

Unified Registration Number: \_\_\_\_\_

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

Code: \_\_\_\_\_

Account: \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

**The Customer:**

RM LLC "Rīgas satiksme"  
Registered Office: 28 Kleistu Street, Riga,  
LV-1067

Actual Address: 35 Vestienas Street, Riga,  
LV-1035

Unified Registration Number: 40003619950

JSC „Citadele Banka”

Code: PARXLV22

Account: LV56PARX0006048641565

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_