Riga Municipality Limited Liability Company (SIA) Rīgas satiksme

APPROVED

 at the Procurement Commission meeting

of 4th September 2025

Procurement procedure

**‘Purchase of public transport data analysis software for the integration of data, and preparation and visualisation of analytical reports’**

identification No. RS/2025/50

**REGULATIONS**

**Riga**

**2025**

1. **GENERAL INFORMATION**
2. **Subject of the Procurement, Type of Procurement Procedure and Estimated Contract Price**
	1. The purpose of the procurement procedure is to identify the most economically advantageous tender for the purchase of public transport data analysis software for the integration of data, and preparation and visualisation of analytical reports.
	2. Type of procurement procedure – open procurement procedure (hereinafter – the procurement procedure) in accordance with the Regulations of the Contracting Authority.
	3. Main CPV code: 48800000-6 (information systems and servers).
	4. Estimated contract price of the procurement: EUR 250 000,00 excluding value added tax (hereinafter – 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:** RS/2025/50.
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 67104791; e-mail: alena.kamisarova@rigassatiksme.lv.

1. **Tenderers**
	1. Participation in the procurement procedure shall be open to any supplier that meets the requirements established by the Contracting Authority, is eligible to provide the services specified in these Regulations, and, by submitting a tender, demonstrates the capacity to deliver such services and to conclude a procurement contract (hereinafter – the Procurement Contract) under the terms and conditions set forth herein.
	2. Suppliers shall have the right to form an association and submit a joint tender.
	3. If the association of suppliers is awarded the Procurement Contract, it must, at its option, form a partnership (general partnership) or conclude a partnership agreement agreeing on the division of responsibilities between the members of the association.
2. **EXCHANGE OF INFORMATION AND PROCEDURES FOR THE PREPARATION AND SUBMISSION OF TENDERS**
3. **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, by post or by e-mail.
	2. Further information on the Regulations of the procurement procedure may be requested by submitting such a request in writing to the address of the Contracting Authority, by post, by letter addressed to the Procurement Commission, or by sending an electronically signed request to the e-mail address sekretariats@rigassatiksme.lv.
	3. Where a tenderer submits a timely request for clarification regarding the requirements set out in the procurement documents, the Contracting Authority shall provide the requested information within five working days, and in any case no later than five days prior to the tender submission deadline.
	4. Any additional information to be provided in connection with this procurement procedure will be published on the Contracting Authority's website on the Internet under "Procurements". It shall be the duty of the interested suppliers to follow the information published. The Procurement Commission shall not be held liable if any stakeholder fails to consult information to which free and direct electronic access is granted.
4. **Access to and Review of Procurement Documents**
	1. Electronic access: The Contracting Authority's website [www.rigassatiksme.lv,](http://www.rigassatiksme.lv) section "Procurements ":  https://www.rigassatiksme.lv/en/about-us/procurements/ and in the e-Tender Subsystem of the Electronic Procurement System [https://www.eis.gov.lv/EKEIS/Supplier.](http://www.rigassatiksme.lv)
5. **Preparation of the Tender**
	1. The submitted documents must be clearly legible in order to avoid any doubt or misunderstanding as regards words and figures. They must be free from errors, insertions, corrections or additions.
	2. The tender must be submitted in Latvian or English. During the procurement procedure, correspondence between the Contracting Authority and tenderers shall be in Latvian or English. The tenderer may submit original documents or descriptions in a foreign language; however, any such documents must be accompanied by a translation into Latvian or English, duly certified by the tenderer.
	3. All tender documents and their annexes must be signed by an officer of the tenderer with the right of representation or by a person authorised by the tenderer. If the tender is signed by an authorised person, the power of attorney must be submitted with the tender.
	4. If the tender is submitted by a consortium or partnership, it shall be signed by all members of the consortium or partnership. The tender shall indicate the person who represents the consortium in the procurement procedure and the scope of responsibility of each person.
	5. The documents included in the offer must comply with the requirements of Latvian Law On the Legal Force of Documents and Latvian Cabinet Regulation No. 558 of 4 September 2018 *Procedures for Drawing up and Preparing Documents.*
6. **Place, date, time and procedure for the submission and opening of tenders**
	1. Tenders for the procurement procedure must be submitted by **29th September** **2025**  **at 15.00**, electronically in the e-Tender Subsystem of the Electronic Procurement System, in accordance with the following options available to the tenderer:
		1. by using the tools offered by the e-Tender Subsystem, by filling in the forms available in the e-Tender Subsystem of that system in the section of this procurement procedure;
		2. by preparing the required documents electronically outside the e-Tender Subsystem of the Electronic Procurement System and uploading them in the designated field of the System, in which case the tenderer shall be responsible for ensuring that the completed forms comply with the requirements of the procurement documentation and the prescribed model forms
	2. Tenders submitted outside the e-tender subsystem of the Electronic Procurement System will be considered as not corresponding with the requirements of the Regulations.
	3. In preparing the tender, the tenderer shall consider the following:
		1. The application form and the financial tender, prepared in accordance with the templates available in the e-Tender Subsystem, shall be completed exclusively in electronic form, each as a separate, legible electronic document, using Microsoft Office 2010 or a later version, and uploaded to the designated section of the procurement profile. The technical tender shall be prepared as a separate electronic document, using Microsoft Office 2010 or a later version, or Adobe Acrobat Reader, in a legible format that allows text search and copy functions.
		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. The tenderer may, at its discretion, sign the application to participate, the technical tender, and the financial tender separately by means of a secure electronic signature accompanied by a time stamp. The tender shall be signed by a person whose signing authority is established in accordance with the applicable laws and regulations. If the documentation is signed by a person authorised by the tenderer, it shall be accompanied by a power of attorney issued by the person authorised to sign, or by a copy of the authorisation certified in accordance with the procedure established by the applicable laws and regulations.
	4. The tender must be drawn up in such a way that the operation of the e-Tender 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. If a tender contains any of the risks mentioned in this Clause, it shall not be considered. In the event that the tender is encrypted, the tenderer shall provide a valid electronic key and password to access the encrypted document no later than fifteen (15) minutes after the deadline for the opening of tenders.
	5. The summary of financial tenders presented at the Tender Opening Meeting shall be made available on the Electronic Procurement System.
	6. The Contracting Authority shall bear no expenses incurred by tenderers in connection with the preparation and submission of their tender.
7. **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 120 (one hundred and twenty) days.
	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.
8. **Composition of the Tender**
	1. Tenders must be submitted in accordance with the templates set out in the Regulations of the procurement. The tenderers' tender shall include:
		1. The application prepared according to the template in Annex 2;
		2. The qualification documents of the tenderer prepared in accordance with the requirements set out in Clause 18 of the Regulations of the procurement procedure;
		3. The financial tender prepared in accordance with the requirements of Clause 19 and Annex 3 of the Regulations of the procurement procedure;
		4. The technical tender prepared in accordance with the requirements of Clause 20 of the Regulations of the procurement procedure.
9. **Scope of the Tender**
	1. Incomplete tenders shall not be permitted.
	2. The submission of variants of tenders shall not be permitted in the procurement procedure.

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

1. **Subject and Scope of the Service**
	1. The Contractor shall deliver the public transport data analysis software in accordance with the requirements of the Regulations of the procurement procedure, the Technical Specification (Annex 1) and the terms of the Draft Procurement Contract (Annex 4).
	2. The procedure for the provision of the service are set out in the Technical Specification (Annex 1) and the Draft Procurement Contract (Annex 4).
2. **Time and Place of Performance of the Contract**
	1. The Contracting Authority shall conclude the Procurement Contract with the tenderer on the basis of the Draft Procurement Contract (Annex 4), the tender submitted by the tenderer and in accordance with the requirements set out in the Regulations of the procurement procedure.
	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 Regulations of the procurement procedure, its annexes and the successful tenderer's tender.
	3. **Procurement Contract duration: up to 34 (thirty-four) months**, including maintenance and support period.

**IV TENDERER SELECTION REQUIREMENTS**

1. **Rules for the Exclusion of Tenderers**
	1. The Procurement Commission shall verify, with respect to the tenderer proposed for contract award and any person on whose capacity the tenderer has relied to demonstrate compliance with the qualification requirements set out in these Regulations, whether such persons are listed in the register of debtors maintained by the State Revenue Service as having tax debts exceeding EUR 150, either on the final date for submission of tenders or on the date of the decision on the possible award of the contract. If the tax debt exceeds EUR 150, the Procurement Commission shall act in accordance with the provisions of Section 48, Paragraph five Clause 1 Sub-clause c) and Paragraph six of the Latvian Law on the Procurements of Public Service Providers. In the event that the tax debt of EUR 150 is exceeded by the person on whose capabilities the Tenderer relies, the Public Service Provider shall act in accordance with the provisions of Section 49, Paragraph five of the Latvian Law on the Procurements of Public Service Providers.
	2. The Procurement Commission shall require the Tenderer proposed for contract award, as well as any person on whose capacities the Tenderer has relied to demonstrate compliance with the qualification requirements set out in the procurement documents, to submit certificates issued by the competent authorities. The absence of exclusion grounds may also be demonstrated by certificates obtained by the Tenderer from the Electronic Procurement System. Such certificates shall confirm that neither the Tenderer nor the persons on whose capacities it relies have been declared bankrupt, are subject to winding-up proceedings, or have had their business activities suspended. In the event it is established that the person on whose capabilities the Tenderer relies has been declared bankrupt, is subject to winding-up proceedings, or has had their business activities suspended, the Public Service Provider shall act in accordance with the procedure provided for in Section 49, Paragraph five of the Latvian Law on the Procurements of Public Service Providers.
	3. The Contracting Authority shall verify and exclude the tenderer from participation in the procurement procedure on the grounds set out in Section 111, Paragraph one of the Law on International and National Sanctions of the Republic of Latvia.
	4. 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.

1. **Requirements for Performance of Professional Activity**
	1. The tenderer — or, in the case of an association of suppliers (hereinafter – the association), all members of the association — shall be registered in the Commercial Register. Where the tenderer is a natural person, it shall be registered as an economic operator. Where the tenderer is a foreign person, it shall be registered in accordance with the laws and regulations of the relevant country.
	2. If the tenderer is an association, its members shall conclude an agreement specifying the proportion of the works to be performed by each member, expressed as a percentage of the total contract value, as well as the nature of the works to be undertaken. If the association is declared the successful tenderer in accordance with the procedure laid down in these Regulations and is awarded the contract, its members shall, prior to the conclusion of the contract, establish a partnership (general partnership) or enter into a memorandum of association setting out the division of responsibilities among the members.
2. **Requirements for Technical and Professional Capacities of the Tenderer**
	1. The tenderer shall have implemented its own system – Public Transport Data Processing and Integration Software for Analytical Reporting and Visualisation (hereinafter – the System) – for at least three (3) clients during the previous five (5) years (i.e. 2020, 2021, 2022, 2023, 2024, and up to the tender submission deadline in 2025), of which:
		1. at least one client operates a public transport route network, and the number of data sensors in it is at least 150;
		2. at least one client has a System in place that integrates and analyses GPS and electronic ticket system data;
		3. at least one client has had the System customised to meet their needs.
	2. The tenderer or, if the tenderer is an association, at least one member of the association must provide:
		1. One project manager with experience of implementation of the System in the previous 5 years (2020, 2021, 2022, 2023, 2024 and up to the tender submission deadline in 2025);
		2. One programmer who has developed or adapted the System in the previous 5 years (2020, 2021, 2022, 2023, 2024 and up to the tender submission deadline in 2025);
		3. One system tester with experience of testing the System in the previous 5 years (2020, 2021, 2022, 2023, 2024 and up to the tender submission deadline in 2025).
	3. If the tenderer is an association, at least one member of the association must meet the criteria set out in Sub-clauses 17.1–17.2.
	4. Where a tenderer (including an association) relies on the capabilities of another person to demonstrate that its qualifications meet the requirements of the Regulations of the procurement procedure, that person must have given a declaration or agreement to cooperate in the performance of the specific contract or to place the necessary resources at the tenderer's disposal. If the person referred to in this Clause is a foreign person, it must be registered in accordance with the requirements of the laws and regulations of the respective country.

**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. 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.
	2. 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. Information on the experience of the Tenderer shall be provided in accordance with Sub-clause 17.1 of the Regulations of the procurement procedure in accordance with the following table No 1:

Table No. 1

|  |  |  |
| --- | --- | --- |
| **No.** | **Contracting Authority** (name, surname, telephone number of the contact person of the Contracting Authority)  | **Brief description of the service provided, time/period of the contract**  |
| 1. |  |  |
| 2. |  |  |
| 3. |  |  |

The Tenderer shall attach **client references** for all projects included in the list, certifying the Tenderer’s experience in performing the works specified in Sub-clause 17.1 of these Regulations. Where, for objective reasons, the tenderer is unable to provide such references, other documents demonstrating that the Tenderer’s experience complies with the requirements of these Regulations shall be submitted.

* + 1. The Tenderer shall provide information on the specialists and their experience, in accordance with Sub-clauses 17.2.1–17.2.3 of these Regulations, in accordance with the following table:

|  |  |  |  |
| --- | --- | --- | --- |
| **No** | **Specialist** (name, surname) | **Duties in providing the service** | **Description of experience (client, brief description of the service provided, time/period of performance of the contract)** |
| 1. |  |  |  |
| 2. |  |  |  |
| 3. |  |  |  |
| 4. |  |  |  |

* + 1. The tenderer shall **attach a declaration**, signed by the **specialists** referred to in Sub-clause 17.2 of these Regulations, confirming their willingness to perform the duties concerned under the Procurement Contract if the tenderer is declared successful. The tenderer shall also indicate the nature of the legal relationship (e.g. employment contract, service contract) between itself and each such specialist. The tenderer **shall attach client references** for all projects listed, certifying the experience of the tenderer’s specialists in performing the works specified in Sub-clause 17.2 of these Regulations. Where, for objective reasons, the tenderer is unable to provide such references, other documents demonstrating that the specialists’ experience complies with the requirements of these Regulations shall be submitted.
		2. The tenderer shall submit to The Contracting Authority a list of natural persons involved in the performance of the contract with an explanation of the involvement of the relevant natural person in the performance of the contract in accordance with Paragraph 91 of Latvian Cabinet No. 397 of 25 June 2025 “*Minimum Cybersecurity Requirements*” (Ministru kabineta 2025.gada 25.jūnija noteikumu Nr.397 “Minimālās kiberdrošības prasības”), completed in the following form:

|  |
| --- |
| **Specialists engaged by the tenderer in contract execution** |
| **Name, surname, position of the specialist** | **The works to be performed within the contract** | **Citizenship** | **Cooperation with the tenderer (employment contract or external service provider for the tenderer)** |
|  |  |  |  |
|  |  |  |  |

* 1. The Contracting Authority shall accept and recognise certificates and other documents issued by the competent authorities of the Republic of Latvia, provided they are issued no earlier than one (1) month prior to the date of submission. Certificates and other documents issued by the competent authorities of foreign countries shall be accepted and recognised if they are issued no earlier than six (6) months prior to the date of submission, unless the issuing authority has specified a shorter validity period.
	2. 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.
	3. 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 as a percentage of the total offered Procurement Contract price, 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.
	4. Power of attorney issued by an authorised signatory of the tenderer, if the tender is not signed by an authorised signatory of the tenderer.
1. **Financial Tender**
	1. The financial tender must be prepared in accordance with the Financial Tender Form (provided in Annex 4).
	2. The tenderer shall include in the offered prices all duties, taxes, and other costs that are mandatory and applicable to the economic operator. The prices shall also include overheads and any other costs necessary to ensure the execution of the entire work process. Unit prices shall be exclusive of value added tax (VAT).
	3. In the financial tender, all unit prices and costs shall be stated in euro and expressed to two (2) decimal places.
	4. The tender must not contain any deletions or corrections.
2. **Technical Tender**
	1. The technical tender must be prepared in accordance with the Technical Tender Form (provided in Annex 3).

**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 any of its employees, nor any person named in the tenderer’s submission has provided consultation or otherwise participated in the preparation of the procurement documents. If the tenderer, its employees, or any person named in the tenderer’s submission has consulted on or otherwise participated in the preparation of the procurement procedure, and such involvement provides the tenderer with an advantage that impedes, restricts, or distorts 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 supplier to demonstrate that no circumstances exist which would afford it an advantage in the procurement procedure and thereby prevent, restrict, or distort competition.
	4. The Procurement Commission shall check the conformity of the tenderer's technical tender with the requirements of the Regulations of the procurement. If the tenderer's technical 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.
	5. 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. Corrections of arithmetical errors are carried out based on the fact that the price of each unit is correctly indicated in the offer. In evaluating and comparing tenders affected by arithmetical errors, the Procurement Commission shall take into account the corrected prices.
	6. 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.
	7. The qualifications of tenderers shall be verified by the Procurement Commission on the basis of the qualification documents submitted by the tenderer and by reviewing their compliance with the requirements set out in these Regulations against publicly available databases. If the tenderer does not comply with the tenderer selection requirements specified in the Regulations of the procurement, the tenderer shall be excluded from further participation in the procurement procedure.
	8. The Procurement Commission shall be entitled to check the qualifications of tenderers and the compliance of technical and financial tenders only in respect of the tenderer to whom the contract should be awarded.
	9. As regards the tenderer who should be awarded the contract, the Procurement Commission shall verify the conformity thereof to the requirements of the Law on International Sanctions and National Sanctions of the Republic of Latvia.
2. **Tender Selection Criterion**
	1. The criterion for selecting a tender shall be that the tender complies with the requirements of the Regulations of the procurement and **is the most economically advantageous tender.**
	2. Criteria for evaluating the most economically advantageous tender and their numerical values:

|  |  |  |  |
| --- | --- | --- | --- |
| **Criterion** | **Name** | **Number of points** | **Methodology for calculating and awarding points** |
| K1 | Price of implementation of the main functions of the system (EUR without VAT) (up to 4 months) | **55** | K1 shall be calculated as follows:K1 = (K1Z /K1P)\*55where:K1 = number of points awardedK1Z = lowest total price offered K1P = total price offered by the tenderer 55 = maximum number of points to be awarded *(Score shall be determined to two decimal places)* |
| Price of implementation of other functions of the system (EUR without VAT) (up to 6 months after the implementation of the main functions) |
| System maintenance price (EUR without VAT), including technical support (24 months) |
| **Criterion** | **Name** | **Number of points** | **Methodology for calculating and awarding points** |
| K2 | Period of implementation of the main functions of the system (up to 4 months) | Completion date: [ ]  4 months = 0 points [ ]  3 months = 1 point [ ]  2 months = 4 points [ ]  1 month = 6 points | K2 shall be calculated as the sum of the points awarded for the time required to implement the main function of the System and for the time required to implement the additional functions specified by the tenderer in its Technical Tender. |
| Period of implementation of other functions of the system (up to 6 months after the implementation of the main functions) | Completion date: [ ]  6 months = 0 points [ ]  5 months = 5 points [ ]  4 months = 8 points [ ]  3 months = 10 points [ ]  2 months = 11 points [ ]  1 month = 12 points |
| **Maximum numerical value (points):** | **18** |  |
| **Criterion** | **Name** | **Number of points** | **Methodology for calculating and awarding points** |
| K3 | **Hourly rate** (EUR excluding VAT) offered by the tenderer for the implementation of various additional features and enhancements to the software (up to 500 hours) | **25** | K3 shall be calculated as follows:K3 = (K3Z /K3P)\*25where:K3 = number of points awardedK3Z = lowest hourly rateK3P = hourly rate proposed by the tenderer25 = maximum number of points to be awarded*(Score shall be determined to two decimal places)* |
| **Criterion** | **Name** | **Number of points** | **Methodology for calculating and awarding points** |
| K4 | Tenderer's proposed fee (EUR excluding VAT) for adding 1 (one) additional analyst level user | **2** | K4 shall be calculated as follows:K4 = (K4Z /K4P)\*2where:K4 = number of points awardedK4Z = lowest price offeredK4P = price offered by the tenderer2 = maximum number of points to be awarded*(Score shall be determined to two decimal places)* |
| **Total score for all criteria:** | **100** |  |

The total number of points to be awarded (N) shall be calculated according to the following formula:

**N = K1 + K2 + K3 + K4**

* 1. Each tender shall be evaluated in accordance with the criteria set out in Sub-clause 22.2 of the Regulations of the procurement, each tender being attributed the appropriate number of points, to two (2) decimal places.
	2. The tenderer whose tender has obtained the highest aggregate score and which complies with the requirements of these Regulations shall be considered by the Procurement Commission to be the most economically advantageous tender.
	3. If the evaluated price is identical for two or more tenderers, the tender submitted by the tenderer with the highest score under criterion 'K1' shall be deemed the successful tender.
1. **Procedure for Taking Decisions and Informing the Tenderers**

23.1 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.

23.2 The Procurement Commission shall decide on the outcome of the procurement procedure by majority vote. 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.

* 1. The results of the procurement procedure shall be decided by the Procurement Commission in accordance with the criteria for evaluation of tenders set out in Clause 22 of these Regulations.
	2. The Procurement Commission may terminate the procurement procedure at any time for objective reasons.
	3. Following the adoption of the decision, all tenderers shall be notified within five (5) working days, either by post, electronically with a secure electronic signature or a scanned document attached to an e-mail, or by delivery in person.
1. **Conclusion of the Procurement Contract**
	1. The decision of the Procurement Commission and the announcement of the winner of the procurement procedure to which the Procurement Contract will be awarded form the basis for the preparation of the procurement contracts. The Procurement Contract shall be concluded on the basis of the tenderer's tender in accordance with the draft contract provided in Annex 5 to these Regulations.
	2. If the selected tenderer refuses to conclude the Procurement Contract with the Contracting Authority or fails to sign it within 5 (five) working days after receipt of the Procurement Contract (failure to sign in such case shall be deemed as refusal to conclude the Procurement Contract), the Procurement Commission shall decide to conclude the Procurement Contract with the next tenderer that has submitted the most economically advantageous tender in accordance with these Regulations or to terminate the procurement procedure without having selected any tender.
	3. If a decision is taken to conclude a Procurement Contract with the next tenderer that has submitted the most economically advantageous tender in conformity with these Regulations, but refuses to conclude the Procurement Contract or fails to sign it within 5 (five) working days after receipt of the Procurement Contract, the Contracting Authority shall decide to terminate the procurement procedure without selecting any tender.
2. **ANNEXES**

Annex 1 – Technical Specification;

Annex 2 – Application form;

Annex 3 – Template of Technical Tender;

Annex 4 – Template of the Financial Tender;

Annex 5 – Draft Procurement Contract.

Riga Municipality Limited Liability Company (SIA) Rīgas satiksme

Chairperson of the Procurement Commission

*/Signed electronically/* K*.*Meiberga

* + - 1. **Annex 1**

to the Regulations of the Procurement Procedure

‘Purchase of public transport data analysis software for the integration of data, and preparation and visualisation of analytical reports’

identification No. RS/2025/50

**TECHNICAL SPECIFICATION[[1]](#footnote-2)**

**‘Purchase of public transport data analysis software for the integration of data, and preparation and visualisation of analytical reports’**

# Abbreviations and terms

* 1. Contracting Authority — Riga Municipality Limited Liability Company *(SIA)* Rīgas satiksme.
	2. Tenderer — any supplier that meets the requirements set by the Contracting Authority and is entitled to provide the service specified in the Technical Specifications.
	3. System — public transport data analysis and integration software, for the preparation and visualisation of analytical reports.
	4. PTV — public transport vehicle.
	5. APC — automatic passenger counting system, which records passengers that board and leave vehicles at stops, as well as vehicle occupancy.
	6. AVL — PTV movement supervision system.
	7. GPS — global positioning system.
	8. EPS – electronic payment system with several payment technologies, including electronic payment card technology, QR code ticket technology, TikiTaka electronic cash payment system.
	9. Validation — registration of tickets in an EPS.
	10. RFID — radio frequency identification system.
	11. GTFS — general transit feed specification: a set of files that contain public transport timetables and associated geographical information in a single format.
	12. Assignment — PTV assignment for the day.
	13. Ticket check data — data on passenger validation checks performed, fines issued, etc..
	14. Pikas — PTV route, schedules and associated geography management system.
	15. Mobis — PTV daily assignment management system.
	16. Electric bus data – telemetry data for electric buses, including battery discharge percentage, actual charge, charging sessions and locations.
	17. OD – Origin–Destination data.
	18. DWH — centralised data storage facility of the Contracting Authority.
	19. AD — active directory.
	20. AMS — application management system of the Tenderer.
	21. API — Application Programming Interface.
	22. RBAC – Role-based access control.
	23. Entra ID – Microsoft's cloud service for identity and access management.
	24. NIS2 – Network and Information Systems Security Directive of the European Parliament and of the Council.
	25. GDPR – Regulation of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.
	26. TLS – A protocol for secure data transmission over a network (e.g. HTTPS).
	27. AES-256 – Advanced Symmetric Encryption Algorithm for data protection (256 bits).
	28. OWASP – the Open Web Application Security Project is an organisation that produces security guidelines, including the OWASP Top 10 list of vulnerabilities.
	29. PKI – a system for managing encryption keys and certificates (provides secure authentication and encryption).
	30. OAuth2.0 – an open standard protocol that allows securely delegating access to third-party apps.
	31. SAML – a standard for authenticating users between different systems.

# General Information

* 1. The Contracting Authority intends to procure an already developed information system that provides a centralised public transport dataset integrating AVL, APC, EPS, Pikas, Mobis, ticket control, and electric bus data. The system shall enable interconnection, aggregation, calculation, analysis, and visualisation of various indicators, with the objective of streamlining public transport planning, including increasing the share of electrified transport in the Riga and Pieriga region. For example, developing the route network, planning routes and capacity, optimising the work of ticket controllers.
	2. The System shall be customisable and configurable according to the requirements of the Contracting Authority.
	3. The tenderer shall supply, implement, configure and maintain the System in accordance with the requirements set out in this Technical Specification and Technical Tender.
	4. The tenderer shall adapt and implement the main functions of the System (Clause 3 of the Technical Tender) within 4 months and implement the other data and functions (Clause 4 of the Technical Tender) within 6 months.
	5. The tenderer may be invited to demonstrate its System if the tenderer meets the requirements set out in Technical Tender Clause 3 as well as the criteria concerning the technical and professional capability of the tenderer (see Clause 17 of the Regulations).

# User management and training

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| **Requirement ID** | **Requirement description** |
| **LPA-1** | The Tenderer provides for multi-level administering of users via AD, defining rights and access levels, for example: * administrator, with all System rights, including the creation of new users and changing of user rights;
* analyst that analyses, prepares reports, and publishes data for management-level users;
* management-level user that reads and downloads the published reports.
* Role-based access control (RBAC) with AD/Entra ID integration shall be provided. The System shall provide the capability to assign user rights and roles at the field and object level. The system shall enable auditing of granted access rights and any subsequent modifications thereto.
 |
| **LPA-2** | The Tenderer provides 24 hours of online or face-to-face training for 10 users (administrator and analyst-level users), making video recordings of the training, and issues training materials (including the video recordings of the training). |
| **LPA-3** | The Tenderer trains analyst-level user in the System test environment prior to the acceptance of its development to confirm that the user manuals are appropriate and the System is fully functional. |
| **LPA-4** | The Tenderer prepares and, with the acceptance certificate, submits the following documentation:* a description of every API call, including examples of calls and all possible replies, with field formats and explanations;
* descriptions of the System’s internal processes and algorithms;
* methodology for calculations set in the System;
* descriptions of the System’s database, its procedures, functions, views, tables, data fields;
* a risk assessment and submits it in accordance with the procedures set by the Client;
	+ - * analyst-level user manual covering the full scope of the functions of the System, including video recordings and step-by-step explanations of the main use cases;
			* administrator manual covering the full scope of the functions of the System, including video recordings and explanations;
			* installation manual, if any;
			* System versions, if any;
			* the Tenderer must submit the documentation to the Contracting Authority in Latvian in a recognisable and editable digital format (MS Word or MS Excel);
			* by agreement with the Contracting Authority, the Tenderer may combine multiple manuals in one.
 |
| **LPA-5** | During the Contract, the Tenderer ensures that all the documentation listed in requirement LPA-4 is kept up-to-date, making necessary updates following the implementation any changes or additions in the System that affect its technical design and need to be represented in the corresponding documentation. |

# Warranty

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| **Requirement ID** | **Requirement description** |
| **GP-1** | The Tenderer provides a System warranty, including additions and corrections of errors for a period of twenty-four (24) months. The warranty period for System additions starts on the date of signing of the acceptance certificate for the entirety of the development and delivery of the Systems in the production environment.The warranty covers the full faultless operation of the System, and covers the functions of the System developed (modified) by the Tenderer and the functions of the System affected by the services set in functions developed (modified) by the Tenderer. If there is a dispute as to the cause of an error (i.e. whether the error was caused by the Tenderers’s actions and must be rectified under warranty, or whether the error was caused by a standard software error in the System that was not detected during the contract period), it is assumed that if the error is reproducible in the version delivered by the Tenderer, the error is covered by the warranty.In the event of a dispute as to the cause of an error, the burden of proof lie with the Tenderer. |
| **GP-2** | The Tenderer must, at his own expense, rectify any errors and deficiencies, as well as their consequences, if the errors and deficiencies are due to the defects described above. |
| **GP-3** | The Tenderer must, at its own expense, ensure that any errors, as well as their consequences, are rectified if the error is due to the Tenderer’s failing to perform design, requirement definition, quality control, testing work, or not performing that work altogether. Work is deemed of unsatisfactory quality if it fails to deliver the functions specified in the Technical Specifications and in the Technical Tender, if there are errors found in the calculations or algorithms, or if there are errors or inaccuracies in the user interface. |
| **GP-4** | The warranty must cover the following services:* corrective maintenance — fixing front-end and back-end performance issues and errors;

preventive maintenance — front-end and back-end improvements made to prevent potential problems before they affect the quality of the performance of the System. |
| **GP-5** | The warranty must cover the following services:* when submitting the deliverables, the Tenderer must comply with the requirements set for the development of the Systems;
* when submitting the deliverables as part of maintenance, the quality of the previously developed code and the functions of the System must not be negatively affected.
* The Tenderer must keep records of the services provided under the warranty in the AMS.
 |
| **GP-6** | Warranty error handling:* errors detected as part of maintenance are recorded electronically by the Contracting Authority in the AMS developed, describing the error. The Contracting Authority can report an error via a video call with the Tenderer handling the deliverable, in which the Contracting Authority demonstrates the error;
* errors occurring as a result of the submission of the last deliverable must be rectified by the developer in the next deliverable;

having received an error report, the Tenderer assesses whether that particular error set can be fixed without interfering with other functions, with a patch, or if a change is necessary that may affect the operation of the System. In that situation, a new development and/or design process needs to be initiated. |

# Implementation, maintenance and service

* 1. By day ten of every month, the Tenderer submits to the Contracting Authority a report on the service and maintenance performed in the previous calendar month.
	2. System development process:

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| --- | --- |
| **Requirement ID** | **Requirement description** |
| **SIP-1** | As part of the routine development process:* the Tenderer must comply with development standards in a way that they are compatible with the expected delivery results for the Contracting Authority’s test environments.
 |
| **SIP-2** | Training, instruction, and demonstration sessions:after the delivery process, the Tenderer verifies the operational capacity of the functional test environment and organises training for the use of the new functions together with a representative of the Contracting Authority;* the Tenderer prepares and/or updates a user manual and/or video course;
* the Tenderer publishes the user manual and/or video course.
 |
| **SIP-3** | For every deliverables version, the Tenderer must ensure that the following testing takes place in the test environment prior to the delivery, in accordance with the following classes of testing: • Functional tests that must cover all functions included in the deliverables version, according to user stories, application scenarios, or business requirement specifications if developed for the item in question. The Tenderer must arrange performance and speed requirements for the System, as well as its security tests.• Integration tests if the functions of the System delivered within the version in question affect the data interfaces with external information systems. • The test reports produced for the automated regression tests, functional tests, and integration tests (if any) are to be included in the documentation package for the deliverables version in question. |
| **SIP-4** | After the successful automated tests (if necessary), the Tenderer informs the Contracting Authority of this, and the Contracting Authority implements its test scenarios. |
| **SIP-5** | A deliverables version is deemed to have been accepted once the Contracting Authority carries out its own internal testing activities and the Contracting Authority’s representative in charge informs the Tenderer that the deliverables version can be installed in the production environment. During the testing, the Contracting Authority may inform the Tenderer of the errors and problems identified which the Tenderer must rectify. The Contracting Authority is entitled to carry out an unlimited number of testing activities, to inform the Tenderer of the results, and to record every error, deficiency in the form of an application with the corresponding status in the AMS. |
| **SIP-6** | The performance of the respective measures is to take place after the acceptance of the corresponding delivered version by the Contracting Authority, subject to the following conditions: * the delivery of the version takes place at a time agreed in advance by the representatives of the Tenderer and the Contracting Authority in charge;
* the corresponding delivery time is agreed to be no later than one (1) business day before the version is brought to the production environment;
* this condition may change via separate agreement between the Tenderer’s representative in charge and the Contracting Authority’s representative in charge; this agreement must be in writing (via e-mail) and documented in the delivery test environment as part of the functions developed, where all information about version activity requests is stored.

If, as a result of the implementation of a new version, the Contracting Authority identifies a deficiency in the operation of the System, the Contracting Authority’s representative in charge may request the Tenderer to roll back to the previous version using roll-back scripts. An assessment of the operating deficiency must be carried out within the set deadlines. |
| **SIP-7** | During the Contract, the Tenderer ensures that all additions to the documentation are provided in the documentation library following the implementation any changes or additions in the System that affect its technical design and need to be represented in the relevant documentation. As part of expanding the documentation, version control management must take pace, making it possible to trace the versions of the documentation using version identifiers. |
| **SIP-8** | Acceptance testing:* within ten (10) business days after every deliverable, the Tenderer must, in conjunction with the Contracting Authority, prepare an acceptance testing report;
* any errors and omissions found are recorded electronically by the Contracting Authority in the Tenderer’s AMS and communicated to the Tenderer in the formalised work assignments;
* the testing must not stop at the first error. the Contracting Authority must test all the functions delivered, unless the first tests reveal that further testing of the deliverable is impossible;
* it is the duty of the Tenderer to rectify the errors detected during the acceptance testing as soon as possible and to initiate the delivery of the corrected code.
 |
| **SIP-9** | Acceptance process:* before the deliverable is installed in the production environment or accepted for maintenance, the Tenderer and the Contracting Authority must agree that the deliverable has been prepared and meets all quality criteria;
* the Tenderer must produce a user manual and/or video course on how to use the new or expanded functions;
* the Tenderer must prepare or update and publish an administrator’s manual, if it is necessary;
* publishing in the production environment (rollout); the release manager is in charge of this process;
* return to the previous version (rollback); the release manager is in charge of this process;
* in the event of successful publication, the delivery is considered to have been accepted for maintenance.
 |

# System maintenance requirements:

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| --- | --- |
| **Requirement ID** | **Requirement description** |
| **SUP-1** | The Tenderer ensures continuous technical supervision and recovery of System operation, including data recovery.  The Tenderer shall establish and maintain a documented backup and recovery procedure, ensuring compliance with the maximum allowable system recovery time specified in Clause 10 and limiting potential data loss (measured from the last backup to the incident) to no more than fifteen (15) minutes. The Tenderer shall provide all necessary information and support to enable the Contracting Authority to perform regular testing of backup and recovery procedures. |
| **SUP-2** | The Tenderer performs version updates of technology platforms, if any, as recommended by the developer, with the approval of the Contracting Authority. |
| **SUP-3** | The Tenderer provides the management of applications and the preparation of reports on applications submitted and resolved in the previous month. |
| **SUP-4** | The deletion or minimisation of data must be ensured at the Contracting Authority’s request within the deadline specified, provided that this does not breach the laws and regulations of the Republic of Latvia and the European Union. |
| **SUP-5** | For the management of applications, the Tenderer provides an AMS and features that include at least the following:* application author (entered by the Contracting Authority or the Tenderer);
* system component referred to by the application (entered by the Contracting Authority or the Tenderer);
* priority of the application (entered by the Contracting Authority or the Tenderer);
* description of the error/problem (entered by the Contracting Authority or the Tenderer);
* date and time of the application (provided by the AMS automatically);
* status (at least the following statuses are recorded: registered, processing started, in development, delivered, testing, closed);
* status can be changed by the Contracting Authority or the Tenderer;
* date and time of status change (provided by the AMS automatically);
* correspondence history related to the application (stored in the AMS for all applications);
* date and time of application closure (provided by the AMS automatically, as the respective statuses change);
 |
| **SUP-6** | The Tenderer shall ensure 98% availability of the System per month, excluding the planned downtimes agreed with the Contracting Authority.The Tenderer is not required to meet the corresponding accessibility requirements in situations that arise from circumstances beyond its competence and influence.  |
| **SUP-7** | The total number of active users of the System is expected to be 140. |
| **SUP-8** | The handling of an application only stops once the Contracting Authority provides its confirmation that the proposed solution is acceptable or that the application can be closed for other reasons. An application may be closed only by the Contracting Authority or its representative. |
| **SUP-9** | An application may be withdrawn by the Contracting Authority as out-of-date, or may be rejected (or reclassified) by the Tenderer on reasonable grounds, provided that the Contracting Authority accepts the grounds for the rejection (reclassification).  |
| **SUP-10** | The Parties may agree on a different (longer) time for rectifying a defect, if the Tenderer explains this and the Contracting Authority accepts it. |
| **SUP-11** | When creating new versions of deliverables, the Tenderer must assess the possibility of combining the results of the processing of multiple applications within a single deliverables version in order to reduce the number of versions delivered separately. At least the following information must be included in the system software version notes:* version identifier;
* changes made in the version (enclosing AMS applications with descriptions, comments, and statuses added to the applications).
 |

# System security requirements

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| **Requirement ID** | **Requirement description** |
| **SDP-1** | The Tenderer shall ensure full data encryption for all System components during transmission (using TLS 1.2 or higher), including backups and integration data streams.The Tenderer shall ensure that all information within the System – including database contents, file attachments, configurations, and backups – is encrypted during storage (whether on disk or in the database) using strong encryption algorithms, such as AES-256. Sensitive data (passwords, cryptographic keys) shall be stored in encrypted form in the random-access memory and deleted after use.  |
| **SDP-2** | Prior to commissioning, the Tenderer shall provide support to the Contracting Authority's representatives in carrying out security tests to identify potential vulnerabilities. The Tenderer shall remedy all critical and medium-risk security audit findings identified during testing, including vulnerabilities listed in the current OWASP Top 10, prior to system acceptance. |
| **SDP-3** | During the contract period, the Tenderer shall ensure access to the System during the Contracting Authority’s working hours (24/7). The System shall comply with the Latvian National Cyber Security Law, Latvian Cabinet of Ministers Regulation No. 397 Minimum Cyber Security Requirements shall meet at least security class C, the NIS2 Directive, the GDPR, . The Tenderer must be able to provide evidence of compliance of the System with these requirements (security policies, audit reports, vulnerability tests, certificates). |
| **SDP-4** | During the Contract period, the Tenderer ensures that all security deficiencies identified by the Contracting Authority, the Tenderer, a public discovery, etc. (for example, information and security vulnerabilities reported by an independent security auditor via https://cve.mitre.org) are eliminated, including the prevention of the current OWASAP Top 10 vulnerabilities.Whenever a deficiency is found in a System component that causes security risks, a review and analysis of the remaining functions of the System must also be carried out in order to identify and address the specific type of deficiency in all parts of the System where it can arise. |
| **SDP-5** | During the Contract period, the Tenderer ensures that the functions of the System are maintained that enable the collection of audit trails. The System must maintain audit trails for at least the following activities: * user authentication and authorisation,
* granting, changing and revoking access rights,
* data access,
* changes and deletions,
* changes to System configuration and security settings.

Audit logs shall be capable of being automatically transmitted to the Contracting Authority’s security event monitoring and threat analysis solution, Microsoft Sentinel. The Tenderer shall provide all necessary information and technical support to ensure successful integration with the Contracting Authority's Microsoft Sentinel. |
| **SDP-6** | During the Contract, the Tenderer will be provided with administrator access rights to the test environment and the System test environment. The respective access rights will be arranged via remote access, subject to prior approval by the Contracting Authority, with the necessary access data securely handed over to the Tenderer’s representative in charge no later than ten (10) business days after the Contract takes effect, to the extent specified by the Contracting Authority’s representative in charge.  |
| **SDP-7** | In processing system change requests for which applications have been received in the AMS, the Tenderer ensures that the following security conditions are met for their implementation: * the solution used must check for publicly known vulnerabilities, e.g. via https://cve.mitre.org;
* it is prohibited to use in the development of the System components for which security updates are not delivered or which are not supported during the contract, or for which there are plans to discontinue development and/or delivery of security updates within 5 years from the start of development.

The System must not have built-in access features that bypass the authentication mechanisms. |
| **SDP-8** | When delivering a new version, the Tenderer must:* remove unused sections of code and insertions of malicious code,
* check for the absence of additional interfaces introduced for testing purposes in the delivery version.
 |
| **SDP-9** | The Tenderer shall employ security mechanisms, such as IP address filters and PKI client certificates, for all integrations. OAuth2.0 or SAML authentication must be supported, if applicable. The Tenderer must be able to provide evidence of configurations (API Gateway, PKI, encryption). |
| **SDP-10** | The Tenderer shall provide support and all necessary information to restrict access of the information system to the Contracting Authority's computer network using only the necessary ports and protocols. If certain System functionalities require access from external networks, the Tenderer shall provide secure access mechanisms, such as Azure Application Proxy or an equivalent solution, to prevent direct access from the public network. |

# Change request

* 1. The following are deemed to be change requests:
		1. functions previously not covered in the order that become necessary over time;
		2. functions previously ordered that need to be implemented using a method that is different from what was previously agreed.

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| **Requirement ID** | **Requirement description** |
| **IP-1** | The Tenderer ensures that change requests are performed in accordance with the guidelines of the Contracting Authority following, the particular categories of applications and their priorities (category 6 applications). |
| **IP-2** | The Tenderer prepares an implementation proposal (work assignment) for category 6 applications at no additional cost. |
| **IP-3** | The work assignment for the change request is approved and confirmed by the Contracting Authority. |
| **IP-4** | During the maintenance period of the Systems, the Tenderer must arrange the processing of change requests, preparation and assessment of change proposals at no additional charge. |
| **IP-5** | The Tenderer must start implementing change requests immediately after the conclusion of the corresponding agreement or on the date specified in that agreement if there are special conditions for the implementation time. |
| **IP-6** | During the development and implementation of the Systems, the Contracting Authority reserves the right to make adjustments in the previously defined requirements (category 6) that do not change the total planned scope of work by more than 20% of the contract price. |

# Cooperation between the Contracting Authority and the Tenderer

* 1. The Tenderer must, at the request of the Contracting Authority, provide information that the Tenderer has about the functions of the System and about other related matters that are relevant to the Contracting Authority.
	2. The Tenderer performs the maintenance of the System, including technical support, troubleshooting and consultancy, in accordance with ITIL ITSM (support-level) guidelines.

# Error and application priorities

|  |  |  |  |
| --- | --- | --- | --- |
| **Class** | **Brief description of the problem** | **Priority** | **Response and performance time starting from AMS application** |
| Reaction time | Temporary solution delivery time | Permanent solution delivery time |
| **1.** | A problem that causes the System to stop working and/or its functions to become unavailable. (Emergency maintenance) | Critical | No more than 1 business day | 2 business days | No more than 3 business days |
| **2.** | A problem caused by a software error in the System, or a malfunction, that results in a significant loss of function, with no known workaround, but it is possible to continue operation with limitations. (Emergency maintenance) | Urgent | No more than 2 business days | 3 business days | No more than 5 business days |
| **3.** | A problem that causes minimal loss of capability and/or function, its impact on the System is of low or nuisance significance. (Scheduled maintenance) | Medium | No more than 5 business days | 7 business days | No more than 10 business days |
| **4.** | A problem that does not cause potential loss and is considered to be a software error in the System, an inaccuracy, or a malfunction that has a minor impact on the operation of the System.(Scheduled maintenance) | Low | No more than 5 business days | - | No more than 10 business days |
| **5.** | A situation in which the Contracting Authority needs support to resolve specific issues or to obtain additional information about the System and its functional capacity, including receiving training on the System and preliminary assessment of changes. | Low | No more than 5 business days | - | - |
| **6.** | A request to make changes to, or add functions or documentation to, or perform other additional work with the System that is beyond the scope of the Contract or different from the categories described above. | Low | No more than 10 business days\* | - | - |
| \* During this time, the Tenderer prepares a proposal containing a description of the solution and an estimate of the workload. If the Tenderer requests additional information for the preparation of the proposal from the Contracting Authority, the deadline in business days specified is suspended until the Contracting Authority provided the Tenderer with the information requested. |

* 1. Error impact assessment:

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| --- | --- | --- |
| **Class** | **Impact description** | **Assessment** |
|  |
| **1.** | The error prevents the duties arising from laws and regulations or contracts from being performed in full or in part, with no workaround available. | Critical |  |
| **2.** | The error is a nuisance at work or causes additional manual work, but it is possible to perform the duties of the Contracting Authority under laws, regulations, or signed contracts. | Urgent |  |
| **3.** | The functions affected by the error are not significant and do not affect the Contracting Authority’s work as a whole. | Low |  |

* 1. Error and application processing:
		1. As part of maintaining the System, the Tenderer must ensure the availability of at least the following communication channels that the Contracting Authority can use to provide information about errors, problems, or other matters in the System:
			1. the Tenderer provides and maintains an AMS that records all applications for emergency work, scheduled work, and consultations;
			2. a communication option using a telecommunications service and a specific phone number indicated by the Tenderer;
			3. a communication option using e-mail, with a specific e-mail address indicated by the Tenderer.
		2. The AMS that makes it possible to handle applications must be available 24/7.
		3. The communication channels (telecommunications channel and e-mail communication channel) that enable other forms of communication must be available (the Tenderer must ensure that the corresponding communication channels are used by its experts, so that it can meet the requirements described in the Technical Specifications and in the Technical Tender, and comply with the response and performance deadlines) as follows, taking into account the business hours set by the Contracting Authority:
			1. The Contracting Authority works five (5) days a week, Monday to Friday, excluding Latvian official public holidays;
			2. The Contracting Authority’s business hours, Monday to Thursday, are 7:30 to 16:30, and 7:30 to 14:00 on Fridays;
			3. The calendar of business days is the business day calendar for institutions funded by state budget, as set by Latvian Cabinet of Ministers order, with a five-day working week from Monday to Friday.

**Annex 2**

to the Regulations of the Procurement Procedure

‘Purchase of public transport data analysis software for the integration of data, and preparation and visualisation of analytical reports’

identification No. RS/2025/50

**APPLICATION FORM**

**Application**

**for the procurement procedure ‘Purchase of public transport data analysis software for the integration of data, and preparation and visualisation of analytical reports’**

identification No. RS/2025/50

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** |  |
| **Phone number** |  |
| **E-mail address** |  |

1. **APPLICATION**

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

By submitting a tender, we hereby declare that we have read and understood the requirements set out in the 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 procurement procedure, should the contract be awarded to us.

By this application we certify that our tender is valid for 120 days from the last day of the term for submission of the tenders.

We hereby inform that the beneficial owner of the company is – \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[[2]](#footnote-3)

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.

I 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-4)**

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 Procurement Procedure

‘Purchase of public transport data analysis software for the integration of data, and preparation and visualisation of analytical reports’

identification No. RS/2025/50

**FORM OF THE TECHNICAL TENDER
for the procurement procedure ‘Purchase of public transport data analysis software for the integration of data, and preparation and visualisation of analytical reports’**

The tenderer*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(name, registration number*), hereby submits the following technical tender:

1. **Execution deadlines**

|  |  |  |
| --- | --- | --- |
| **No** | **Name** | **Proposed period of execution** |
| 1.1. | Period of implementation of the main functions of the system (up to 4 months) | Completion date: [ ]  4 months [ ]  3 months [ ]  2 months [ ]  1 month [the tenderer must tick the relevant (proposed) option] |
| 1.2. | Period of implementation of other functions of the system (up to 6 months after the implementation of the main functions) | Completion date: [ ]  6 months [ ]  5 months [ ]  4 months [ ]  3 months [ ]  2 months [ ]  1 month [the tenderer must tick the relevant (proposed) option] |

# General Information

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| **Requirement description** | **Tenderer's reply** |
| The tenderer undertakes to ensure that the proposed System meets all the requirements set out in the Technical Specification and the Technical Tender. |  |

* 1. The shall provide an already developed information system that provides a centralised public transport dataset integrating AVL, APC, EPS, Pikas, Mobis, ticket control, and electric bus data. The system shall enable interconnection, aggregation, calculation, analysis, and visualisation of various indicators, with the objective of streamlining public transport planning, including increasing the share of electrified transport in the Riga and Pieriga region. For example, developing the route network, planning routes and capacity, optimising the work of ticket controllers.
	2. The System shall be customisable and configurable according to the requirements of the Contracting Authority.
	3. The tenderer shall supply, implement, configure and maintain the System in accordance with the requirements set out in this Technical Specification.
	4. The tenderer shall, within 4 months or, if the tenderer has offered a shorter timeframe, ensure the adaptation and implementation of the main functions of the System (Clause 3) and, within 6 months or, if the tenderer has offered a shorter timeframe, implement the remaining data and functions (Clause 4).
	5. The tenderer may be invited to demonstrate its System if the tenderer meets the requirements set out in Clause 3 as well as the criteria concerning the technical and professional capability of the tenderer (see Clause 17 of the Regulations).

**3. Functional outputs and linkages of mandatory datasets within the System:**

| **Requirement description** | **Tenderer's tender** |
| --- | --- |
| * 1. Integration and linking of EPS data and AVL and APC data in a single analytical System, in order to gain information about the actual geolocation of Validations (route, run number, stop, and/or user-defined area), and number of passengers in the PTV (number in vehicle, number boarded/left at stop), passenger flow analysis between different areas or stops defined by the Contracting Authority, identification of transfer points. The Tenderer provides diagrams with information about the algorithms for linking AVL and APC to EPS data.
 |  |
| * 1. Integration of Pikas data into the System to obtain information on the planned and real-time performance of route segments (AVL data).
 |  |
| * 1. Display of data in a user-selected format, with the ability to adjust the granularity of indicators by various parameters (e.g. period, type of day, hourly intervals, mode, route, ticket type, etc.). The indicator control panel makes it possible to filter the indicators by one or more parameters, to compare them over a specific period or multiple periods.
 |  |
| * 1. The system shall be configured at the Contracting Authority's choice and deployed on the resource specified by the Contracting Authority (depending on the expected infrastructure resources, locally or on MS Azure).
 |  |
| * 1. The data processed by the system shall be fed and stored in the Contracting Authority's DWH MS Azure SQL server. The Contracting Authority shall have free access to the SQL Server database.
 |  |

**4. Data visualisation, analysis and reports in the System:**

| **Requirement description** | **Tenderer's tender** |
| --- | --- |
| * 1. The System provides the user with the functions of displaying APC, AVL, RFID, EPS, GTFS, Assignment, electric bus data and ticket check data, and visualising indicators based on various calculations in a geographical map, graphs, heat maps, matrices, tables, with the capacity to flexibly filter them using selected criteria and to make comparisons between them.
 |  |
| * 1. The functions of the System must allow the user to create (split and classify) Pikas data and ticket check data in different groups with the help of intertables: for example, to classify stops by their territorial assignment to a neighbourhood or area, to define calendar days as weekdays and weekend days, to determine the PTV capacities and their thresholds.
 |  |
| * 1. The System shall provide analysis and monitoring of electric bus electricity consumption by route and by trip, with the objective of optimising trip planning and maximising vehicle performance between charges.
 |  |
| * 1. The System shall provide analysis of the duration of planned and actual charging sessions, enabling efficient planning of charging times and locations for electric buses.
 |  |
| * 1. Using available APS, AVL, RFID, EPS, GTFS, and assignment data, the System shall generate reports on passenger movement patterns (origin–destination) between areas defined by the Contracting Authority, presented in matrix, table, and map formats. The reports shall take into account that EPS contains validation information only for boarding events, with no validation for alighting; therefore, passengers using different PTVs must validate each time.
 |  |
| * + 1. The System shall display areas defined by the Contracting Authority in at least two layers (e.g. territorial areas with urban districts and areas defined by the Contracting Authority);
 |  |
| * + 1. The System shall provide intra-day calculation of OD data for PTV service (e.g. during the day from the start time of the first PTV trip in the route network to the last PTV trip in the route network for stops and/or defined areas);
 |  |
| * + 1. The System allows OD data to be displayed in different ways based on the available parameters (e.g. by hours, direct journey, transfer, number of transfers, areas, ticket category, specific areas, PTV routes and other data);
 |  |
| * + 1. The System shall provide an estimate of the duration and distance of the passenger journey, in agreement with the Contracting Authority on the applicable standard or procedure;
 |  |
| * + 1. The geographic map with OD data shall include a dashboard enabling the user to select various parameters(e.g. area, trip type, number of trips, date period, time period, routes, number of transfers, and the display of data either numerically, averaged over a period, or as a percentage).
 |  |
| * + 1. The System shall ensure that invalid OD data (e.g. validation at the same point on consecutive days, or re-validation at locations in the route network that cannot be reached within the given timeframe) is identified and excluded from passenger travel behaviour calculations, while remaining accessible to the user for verification of System performance.
 |  |
| * + 1. The tenderer shall provide information on the algorithm used for the aggregation of data in calculating OD data, including the method of aggregating each unique OD by period, the approach for excluding invalid data, and the method for determining the passenger’s alighting stop where one or more PTVs are used to reach the destination.
 |  |
| * 1. The System shall display information on deviations in public transport services, including PTV trips (including trip segments) with overcrowded cabins; locations where PTV services regularly run ahead of or behind the scheduled timetable; and analysis of stops or trip segments comparing scheduled and actual journey times.
 |  |
| * 1. Integration of ticket check data into the System, processing, cataloguing, and analysis of data for producing reports, tables, comparisons, graphs, and other analytical materials according to the imported data across different statistics, with data filtering by parameter.
 |  |
| * 1. For the control of fare evasion, the system shall generate reports comparing EPS and APC data (noting that not all PTVs are equipped with APC), identifying significant discrepancies across different cross-sections(e.g. by time period, route, trip, or other data fields) and levels of detail. Based on historical data, the System provides forecasts of the likely number of fare evaders, times, routes and PTVs.
 |  |
| * 1. For tabular data reports, the System makes it possible for the user to sort and group the data displayed using any of the data columns.
 |  |
| * 1. The System shall automatically classify erroneous data by type in a separate list and minimise its impact on calculations and reporting. In the list of erroneous data, an administrator-level user shall have the ability to modify the status of such data. Examples of erroneous data: wrong recording time, GPS coordinates outside the route network served, PTV located at multiple stops at the same time, data only for passengers boarding a PTV or vice versa, only for passengers leaving, vehicle capacity significantly exceeds its set real capacity, a negative number of passengers in the PTV, redundancy of data, more validations recorded during the trip than the number of passengers boarded/left recorded by APC, Validations in PTV without linking to its route, wrong PTV numbers.
 |  |
| * 1. Automatic user-selectable data interpolation to generate data whenever data from one or more PTV systems are missing or erroneous. In the case of data interpolation, a mark must be provided to detect these data so that they can be used in calculations and reports at the user’s preference. The Tenderer provides information about the methodology of the interpolation.
 |  |
| * 1. The System enables the saving of report type, graphs, views as user bookmarks.
 |  |
| * 1. The system shall save user configurations and bookmarks and automatically restore them upon re-opening.
 |  |

# System requirements

| **Requirement description** | **Tenderer's tender** |
| --- | --- |
| * 1. The System must be available on a website managed by the Contracting Authority and based on the SaaS (software as a service) principle.
 |  |
| * 1. There must be access to at least 30 analyst-level users, at least 10 administrator-level users, and 100 management-level users.
 |  |
| * 1. The System must protect the information processed so that unauthorised individuals or systems cannot retrieve or modify this information. User login via AD must be provided.
 |  |
| * 1. Management level users must be able to view reports without having to log into the System, using only the Contracting Authority’s intranet.
 |  |
| * 1. The interface must enable the user (at all levels: administrator, analyst, management) to intuitively identify the basic functions and perform basic actions quickly and without training.
 |  |
| * 1. The System must be protected against user data requests that are too large (e.g. requesting all data, or data requests that exceed technical capabilities) by automatically alerting the user whenever the request parameters need to be changed.
 |  |
| * 1. The System must be available without undue delays (for large requests, up to 30 seconds), including for the loading of large amounts of data, switching to other views, user login, and visualisation of reports.
 |  |
| * 1. The monthly System availability must not be lower than 98%. If reports or other data cannot be retrieved (due to time out), a message is displayed with a detailed explanation of the error.
 |  |
| * 1. The user interface must be in English and preferably in Latvian.
 |  |
| * 1. The maintenance of the System is a component of the service that includes technical support, handling of problem requests, and provision of consultations in accordance with the requirements of this Technical Specification.
 |  |

# Outgoing and incoming data format

| **Requirement description** | **Tenderer's tender** |
| --- | --- |
| * 1. Outgoing data:
		1. The System makes it possible to export report and results data in commonly used file formats (e.g. .csv, .xlsx, .jpeg, .png, .pdf);
 |  |
| * + 1. When exporting a graph, geographic map, or heat map, basic details about the information displayed is provided (legend, title, information filtered, designations, notes, etc.);
 |  |
| * + 1. The System provides an application programming interface (API) for data exchange processes;
 |  |
| * + 1. The basis for the geographic map used must be open-source – Google Maps or OpenStreetMap;
 |  |
| * 1. The formats for incoming data (data import into the System) are csv, MS SQL, xlsx, txt, API. For enabling the functioning of the system it is allowed to import external data in other commonly used file formats (.json, .xml, .shp, .kml, .geojson, etc.), for example, data on population density, number of persons by actual place of residence, number of employed persons by place of work, mobile phone operator data, etc.
 |  |

Annex 3.1 of the Technical Tender – Declaration *(to be completed and signed separately by the tenderer*).

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Name, surname, position, signature of the official of the applicant with signatory powers (or authorised person of the applicant)

Annex 3.1 to the Technical Tender

**DECLARATION B**[[4]](#footnote-5)

**for the procurement procedure ‘Purchase of public transport data analysis software for the integration of data, and preparation and visualisation of analytical reports’**

identification No. RS/2025/50

The subject of the procurement procedure is subject to the requirements of the Latvian National Cyber Security Law and Latvian Cabinet of Ministers Regulation No 397 of 25 June 2025 *Minimum Cyber Security Requirements*. The Contracting Authority is the provider of essential services within the meaning of these laws and regulations.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(name of the tenderer, Reg.No.)* (hereinafter - the Tenderer), **hereby declares that:**

1. The tenderer is not a legal entity registered in the Russian Federation, the Republic of Belarus, or in any country recognised as a state sponsor of terrorism by the European Parliament or by the Saeima of the Republic of Latvia.
2. The tenderer, its member, shareholder or beneficial owner (if the beneficial owner can be ascertained in accordance with the Latvian Law on Prevention of Money Laundering, Terrorism and Proliferation Financing) is not a national of the country referred to in point (a) of this Declaration.
3. The board and supervisory council of the tenderer are not composed of nationals of the country referred to in point (a) of this Declaration;
4. In the event of the award of the contract, the tenderer will not engage the services of a national of the country referred to in point (a) of this Declaration;
5. The software or equipment used to provide the service is not manufactured by a legal entity established in a country referred to in point (a) of this Declaration or by a natural person who is a national of a country referred to in point (a) of this Declaration.

**The tenderer is aware that:**

1. The Contracting Authority shall have the right, when evaluating a tender, to request an explanation of the tenderer’s supply chain in order to identify and assess risks related to the performance of the contract.
2. No later than the conclusion of the contract for the development or modification of the information system, for the maintenance of the information system, or for the maintenance of information and communication technology (ICT) resources, the tenderer shall provide the Contracting Authority with a list of the natural persons involved in the performance of the contract together with an explanation of each person’s role in its execution. The tenderer shall inform the Contracting Authority of changes in the natural persons involved in the performance of the contract during the contract period.

|  |
| --- |
|  |
| *Title, name, date\* and signature\* of the tenderer's legal or authorised representative* |

*\*Do not complete the 'signature' and 'date' fields if the document is signed electronically with a secure electronic signature and contains a time stamp*

**Annex 4**

to the Regulations of the Procurement Procedure

‘Purchase of public transport data analysis software for the integration of data, and preparation and visualisation of analytical reports’

identification No. RS/2025/50

**TEMPLATE OF THE FINANCIAL TENDER
for the procurement procedure ‘Purchase of public transport data analysis software for the integration of data, and preparation and visualisation of analytical reports’**

identification No. RS/2025/50

The tenderer\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(name of tenderer) offers to supply the goods and services for the following price:

|  |  |  |
| --- | --- | --- |
| **No** | **Name** | **Price in EUR, VAT excluded**  |
| 1.1. | Price of implementation of the main functions of the system (up to 4 months) |  |
| 1.2. | Price of implementation of other functions of the system (up to 6 months after the implementation of the main functions) |  |
|  |
| 1.3. | **Name** | **Unit of measure** | **Price per 1 (one) unit, EUR excluding VAT** | **Number** | **Total price, EUR excluding VAT** |
| System maintenance price, including technical support | month |  | 24 |  |
| **TOTAL ( 1.1 + 1.2 + 1.3):** [total price in EUR excluding VAT] |  |
|  |
| **No** | **Name** | **Price EUR excluding VAT per 1 hour** |
| 2.1. | **Hourly rate** offered by the tenderer for the implementation of various additional features and enhancements to the software (up to 500 hours) |  |
|  |  |  |
| **No** | **Name** | **Price in EUR, VAT excluded** |
| 3.1 | Tenderer's proposed fee for adding 1 (one) additional analyst level user |  |

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Name, surname, position, signature of the official of the applicant with signatory powers (or authorised person of the applicant)

**Annex 5**

to the Regulations of the Procurement Procedure

‘Purchase of public transport data analysis software for the integration of data, and preparation and visualisation of analytical reports’

identification No. RS/2025/50

DRAFT CONTRACT

**CONTRACT No. \_\_\_**

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 – the Contractor, on the other hand, both together hereinafter referred to as the Parties, based on the results of the procurement procedure No RS/2025/50 ‘Purchase of public transport data analysis software for the integration of data, and preparation and visualisation of analytical reports’ organised by the Contracting Authority, enter into the following contract (hereinafter – the Contract).

1. **Subject of the Contract**
	1. The Contracting Authority shall instruct, and the Contractor shall undertake, to provide the supply and implementation of the public transport data analysis software (hereinafter – the System) (the Works), as well as to carry out System development, including the implementation of additional software functions and enhancements at the Contracting Authority’s request (hereinafter – Additional Works). The Contractor shall further perform System maintenance in accordance with the requirements set out in Annex 1 (Technical Specification), the payment procedure, the Technical Tender contained in Annex 2, the Financial Tender contained in Annex 3, and the laws and regulations in force in the Republic of Latvia.
	2. The Contractor shall bear the risk of any works not expressly provided for in the Contract but necessary for its full performance.
	3. The Contracting Authority shall bear the risk of any works not expressly provided for in the Contract but necessary for its full performance in the following cases:
		1. if the unforeseen works are necessary due to circumstances beyond the control of the Parties which could not have been foreseen by the Parties at the time of the conclusion of the Contract;
		2. if the unforeseen works are initiated by the Contracting Authority, clarifying or supplementing the subject of the Contract;
		3. if the works included in the Contract cannot be executed, for reasons beyond the Contractor’s control, without carrying out unforeseen works.
	4. Paragraph 1.3 of the Contract shall not apply to works that arise or are identified during the provision of the service and that the Contractor could have foreseen, or ought to have foreseen, prior to the conclusion of the Contract.
	5. In the event of objective circumstances beyond the Contractor’s control that prevent the execution of the Works within the time limits specified in the Contract, the Parties may agree to extend the time limit for the execution of the Works.
2. **Contract Amount and Payment Procedure**
	1. The total amount of the Contract shall be **EUR \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  (\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *euros* and \_\_\_\_\_\_\_\_ cents) exclusive of value added tax (hereinafter – VAT), which includes:
		1. Contract amount for the implementation of the main functions of the System **EUR \_\_\_\_\_\_,\_\_\_\_\_** (*\_\_\_\_\_\_\_\_\_\_\_\_euro* and 00 cents) excluding VAT;
		2. Contract amount for the implementation of the other functions of the System **EUR \_\_\_\_\_\_,\_\_\_\_\_** (*\_\_\_\_\_\_\_\_\_\_\_\_euro* and 00 cents) excluding VAT;
		3. The Contract amount for the performance of the System maintenance works **EUR \_\_\_\_\_\_,\_\_\_\_\_** (*\_\_\_\_\_\_\_\_\_\_\_\_euro* and 00 cents) excluding VAT, provided that the cost per month shall not exceed EUR \_\_\_\_\_\_\_\_\_\_,00 excluding VAT;
		4. Total cost of the additional works, not exceeding **EUR \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** *euros* and 00 cents) excluding VAT, provided that the cost per hour of work does not exceed EUR \_\_\_\_\_\_\_\_\_\_,00 excluding VAT;
	2. The Contractor's proposed fee for adding 1 (one) additional analyst level user not exceeding EUR \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ euro and 00 cents) excluding VAT.
	3. VAT shall be applied at the rate and in the manner prescribed by the laws and regulations.
	4. The Contracting Authority shall pay for the Works under Clause 1 of the Contract upon completion of the Works or part thereof and upon mutual signature of the Acceptance and Handover Statement, based on the invoice submitted by the Contractor.
	5. For maintenance of the system in accordance with the Technical Specification – the same fixed monthly fee shall be applied. The Contractor shall prepare and submit to the Contracting Authority a System Maintenance Service Acceptance and Handover Statement and an invoice for the service specified in Sub-paragraph 2.1.3 of the Contract at the beginning of the following month of the billing period (month).
	6. The Contracting Authority shall pay for the Additional Works after the relevant Additional Works have been agreed and accepted in accordance with the procedure set out in Clause 5 of the Contract, on the basis of an invoice submitted by the Contractor. The Contracting Authority shall not be obliged to use Contract amount set out in Sub-paragraph 2.1.4 of the Contract in its entirety for the ordering of Additional Works.
	7. The Contracting Authority shall pay the invoice within **30 (thirty)** days from the date of mutual signature of the Acceptance and Handover Statement and receipt of the invoice by transferring the relevant amount to the bank account specified by the Contractor.
	8. The Contractor shall send electronic invoices to the Contracting Authority's e-mail address: rekini@rigassatiksme.lv. The Parties agree that the invoice is prepared and sent electronically. The date of receipt of the invoice is deemed to be the date on which the invoice is sent.
	9. 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.
3. **Contract Period**
	1. The Contract shall enter into force on the date of its signature by both Parties and shall remain in force until the obligations of the Parties have been fulfilled in full.
	2. The Contractor shall perform the Works within the following time limits:
		1. The works, except acceptance testing, shall be carried out not later than:
			1. **within four (4) months from the date of signing the Contract (*or within a shorter period, if specified in the Contractor’s tender*)** for the adaptation and implementation of the main functions of the System, as set out in Clause 3 of the Technical Specification.
			2. **within six (6) months from the date of signing the Contract (*or within a shorter period, if specified in the Contractor’s tender*)** for the implementation of the other functions of the System, as set out in Clause 4 of the Technical Specification.
		2. Warranty period of at least **24 months** from the date of implementation of the development in the production environment by the Contracting Authority.
		3. System maintenance shall be provided **for 24 months** from the date of handover of the System.
		4. The Additional Works shall be ordered by the Contracting Authority and provided by the Contractor **throughout the duration of the Contract period** from the date of signature of the Contract. The Additional Works shall be carried out within the mutually agreed timeframe specified in the terms of reference.
4. **Execution and Handover of Supply and Implementation Works**
	1. The Contractor shall perform the Supply and Implementation Works (or any part thereof) specified in Paragraph 1.1 of the Contract within the time limits specified in Clause 3 of the Contract.
	2. The Contractor shall, upon completion of the relevant part of the Supply and Implementation Works, prepare and submit to the Contracting Authority an Acceptance and Handover Statement.
	3. During the course of delivery and implementation, the Contracting Authority shall carry out the testing of the Works (or part thereof) delivered. The Contracting Authority's authorised person shall notify the Contractor in writing or in the Contracting Authority's Application Management System (hereinafter – AMS) of any deficiencies found during testing in accordance with the procedures set out in the Technical Specification.
	4. Acceptance testing shall be carried out in accordance with the Technical Specification and as follows:

4.4.1 within ten (10) working days after every deliverable, the Contractor must, in conjunction with the Contracting Authority, prepare an acceptance testing report;

4.4.2. any errors and omissions found are recorded electronically by the Contracting Authority in the Contractor’s AMS and communicated to the Tenderer in the formalised work assignments;

4.4.4 the testing must not stop at the first error. The Contracting Authority shall test the entire deliverable, unless the first tests reveal that further testing of the deliverable is impossible;

4.4.5 The Contractor shall, at its own expense and within the shortest possible time – but no longer than the period specified in the Technical Specification or as determined by the Contracting Authority – rectify any errors identified during the acceptance tests and initiate redelivery following such rectification.

* 1. If the Contractor disputes the defects or non-conformities identified in writing or electronically by the AMS, the Parties may jointly appoint an independent expert to conduct an examination in order to resolve the dispute or to confirm the existence of the defect or non-conformity. If the expert's report establishes that the provided development Works are defective or non-conforming, the Contractor shall bear the costs of the expert's report.
	2. The Works (or parts thereof) shall have been completed when the Acceptance and Handover Statement has been signed by the authorised representatives of the Parties. The Contractor shall submit draft and final deliverables for the Works (or any part thereof) electronically, with the final deliverables signed by means of a secure electronic signature.
	3. If, after the Acceptance and Handover Statement of the Works has been signed by both Parties but before implementation in the production environment, the Contracting Authority identifies deficiencies in the Works (or any part thereof) that could not reasonably have been detected at the time of acceptance, the Contracting Authority shall be entitled to prepare a defect report and/or record the defects in the AMS electronically, specifying the relevant deficiencies and/or non-conformities. In this case, the Parties shall proceed as set out in Paragraphs 4.6 and 4.7 of the Contract.
	4. The Contractor shall assign and the Contracting Authority shall be entitled to all the author's exclusive economic rights referred to in Section 15 of the Latvian Copyright Law to all copyright objects created as a result of the performance of the Contract and paid for in full by the Contracting Authority (implementation, maintenance and Additional Works), including the materials produced and delivered to the Contracting Authority. The Contractor warrants that the author's personal rights under Section 14, Paragraph one of the Latvian Copyright Law to decide whether and when the work performed under this Contract will be communicated (Section 14, Paragraph one Clause 2), to withdraw the work (Section 14, Paragraph one Clause 3), to inviolability of the work (Section 14, Paragraph one Clause 5) and to legal action (Section 14, Paragraph one Clause 6) will not be exercised.
1. **Additional Works**
	1. The Contractor shall provide the Contracting Authority with Additional Works at the request of the Contracting Authority. The Parties shall agree on the implementation of the Additional Works by agreeing and signing a separate work assignment.
	2. Upon completion of the Additional Works, the Contractor shall submit to the Contracting Authority for approval the Acceptance and Handover Statement for the Additional Work. The Contractor shall specify the Additional Work provided in the Acceptance and Handover Statement for the Additional Work.
	3. The Additional Works shall be fully performed at the time when the relevant Acceptance and Handover Statement has been signed by the Contracting Authority's authorised representative and the Contractor's authorised representative.
	4. The Contracting Authority's authorised representative shall inspect the Additional Works within 3 (three) working days after the Contractor has completed the relevant Additional Works and submitted the relevant Acceptance and Handover Statement. If the Contracting Authority's authorised representative, upon inspection, finds that the technical Additional Work ordered and provided in accordance with Paragraph 5.1 is in conformity with the provisions of the Contract, the Contracting Authority's authorised representative shall sign the Acceptance and Handover Statement. If the Contracting Authority's authorised representative, upon inspection, finds that the Additional Works do not comply with the provisions of the Contract, the Contracting Authority's authorised representative shall prepare and submit to the Contractor a report specifying the defects and non-conformities found (hereinafter – Defect report) and shall submit it to the Contractor.
	5. Upon receipt of a Defect report, the Contractor shall, within 5 (five) working days, remedy at its own expense the defects and non-conformities identified in the Defect report, if mutually agreed to be justified, and resubmit the Services to the Contracting Authority for evaluation.
2. **System Maintenance**
	1. The Contractor shall provide the Contracting Authority with the System Maintenance Works within the time limits and in the manner prescribed by the Technical Specification, submitting to the Contracting Authority for approval the Acceptance and Handover Statement for System Maintenance Works for each preceding period (month) by the tenth day of each month (Annex 4 to the Contract Acceptance and Handover Statement Form). The Contractor shall specify the services provided in the respective Acceptance and Handover Statement.
	2. The services shall be fully performed at the time when the relevant Acceptance and Handover Statement has been signed by the Contracting Authority's authorised representative and the Contractor's authorised representative.
	3. The Contracting Authority's authorised representative shall inspect the Additional Works within 3 (three) working days after the Contractor has completed the System maintenance work or has completed them in part and submitted the relevant Acceptance and Handover Statement. If the Contracting Authority's authorised representative, upon inspection, finds that the services (or a part thereof) is in conformity with the provisions of the Contract, the Contracting Authority's authorised representative shall sign the Acceptance and Handover Statement. If the Contracting Authority's authorised representative, upon inspection, finds that the System maintenance works (or a part thereof) do not comply with the provisions of the Contract, the Contracting Authority's authorised representative shall prepare and submit to the Contractor and/or electronically record in the AMS a report specifying the defects and non-conformities found (hereinafter – Deficiency report) and shall submit it to the Contractor.
	4. Upon receipt of the Deficiency report and/or information on deficiencies recorded in the AMS, the Contractor shall, within five (5) working days, remedy the identified defects and non-conformities – where mutually deemed justified – at its own expense and resubmit the Service to the Contracting Authority for assessment.
3. **Rights and Duties of the Parties**
	1. The Contractor undertakes to:
		1. carry out the Work specified in the Technical Specification of the Contract and to hand over the Works and the Additional Works by signing an Acceptance and Handover Statement in accordance with the provisions of the Contract and its Annexes;
		2. comply with the instructions of the Contracting Authority's authorised representative in accordance with the provisions of the Contract;
		3. be responsible for the security (including integrity, confidentiality and availability) of the Contracting Authority's information in the Contractor's possession;
		4. meet all deadlines set for the performance of the Contract;
		5. provide a **24 (twenty-four) month** warranty (hereinafter – the Warranty) on the Works and Additional Works from the date of implementation in the production environment by the Contracting Authority. The Contractor shall implement the warranty within the time limits and in accordance with the procedure set out in the Technical Specification, fully remedying the problems and/or deficiencies, recorded in the Warranty Application, at its own expense and with its own force.
	2. The Contracting Authority undertakes to:
		1. pay the Contractor for the Works and Additional Works in accordance with the Contract;
		2. accept the completed Works and Additional Works in accordance with the Contract;
		3. provide the Contractor with extracts or copies of all documents necessary for the performance of the Contract and at the disposal of the Contracting Authority in electronic form within 2 (two) working days upon the Contractor's request. In the event that the documentation specified above and required by the Contractor is submitted at a later date, the total performance period shall be extended by a duration equal to the delay in submission of the required documentation.
		4. respond to the Contractor's queries related to the Contract within 2 (two) working days. In the event that the Contractor’s questions are answered with delay, the total performance period shall be extended by a duration equal to the delay in responding to the Contractor’s substantive questions.
4. **Liability of the Parties**
	1. If the Contracting Authority fails to make payment to the Contractor within the prescribed time limit, the Contractor shall be entitled to charge a penalty of 0.1% (zero point one percent) of the outstanding amount for each working day of delay, up to a maximum of 10% (ten percent) of the overdue obligations.
	2. If the Contractor fails to meet the deadlines for the performance of the Works or Additional Works as set out in the Contract, the Contracting Authority shall be entitled to require the Contractor to pay a penalty of 0.1% (zero point one percent) of the value of the delayed Works or Additional Works for each day of delay, up to a maximum of 10% (ten percent) of the total Contract value.
	3. In the event that the Contractor fails to meet the deadline for the performance of System maintenance and/or warranty work as specified in the Contract, the Contracting Authority shall be entitled to charge the Contractor a penalty of EUR 100.00 (one hundred euro) for each day of delay, up to a maximum of 10% (ten percent) of the total Contract value.
	4. In the event that it is established that the Contractor has engaged a subcontractor or personnel not agreed in advance with the Contracting Authority, other than those listed in Annex \_\_ to the Contract – including the use of a subcontractor’s employees and/or specialist services – the Contracting Authority shall be entitled to impose a penalty of EUR 500.00 (five hundred euro and 00 cents) per occurrence and to prohibit the Contractor from using the subcontractor and/or specialist services concerned until such engagement has been approved in writing by the Contracting Authority.
	5. The Parties agree that, notwithstanding the payment of a contractual penalty, they shall indemnify each other for reasonable direct damages arising from a breach of this Contract, and that the payment of a contractual penalty shall not release either Party from the obligation to perform the Contract.
	6. The Contracting Authority shall be entitled to deduct the contractual penalty from the amount payable to the Contractor without any special notice to the other Party.
	7. 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 Clause, 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.
	8. In the event that the Contracting Authority determines that the Contractor has incurred tax debts (including debts for mandatory state social insurance contributions) in excess of EUR 150, the Contracting Authority shall be entitled to withhold payments under the Contract until such time as the tax debt is paid or an agreement is reached with the State Revenue Service on the provisions of payment of the tax debt.
	9. 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.
	10. The Contractor is obligated to follow the basic principles for cooperation with counterparties, which are published on the Contracting Authority's website [pamatprincipi\_sadarbibas\_partneriem\_2025.pdf](https://www.rigassatiksme.lv/files/pamatrincipi_sadarbibas_partneriem_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.
5. **Replacement of Personnel and Subcontractor**
	1. The Contractor shall not be entitled to replace the personnel and subcontractors indicated in the tender in the procurement procedure and to engage additional subcontractors for the performance of the Contract without the agreement of the Contracting Authority. The subcontractors and specialists engaged by the Contractor are listed in Annex 3 to the Contract.
	2. The Contracting Authority shall not agree to the replacement of the personnel indicated in the tender if the proposed personnel do not meet the requirements set out in the procurement documents.
	3. 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.
6. **Cybersecurity Provisions**
	1. The Contractor shall ensure that the subcontractor meets and complies with all requirements imposed on the Contractor. The Contracting Authority and the Contractor shall be responsible for the supervision of the services delegated to subcontractors and for compliance with the requirements set out in this Section.
	2. The list of natural persons involved in the execution of the service by the Contractor regarding the development of an information system, changes to the existing information system, maintenance of the information system or maintenance of information and communication technology (ICT) resources with an explanation of the involvement of the relevant natural person in the execution of the service Agreement is attached in Annex. The Contractor shall inform the Contracting Authority of changes in the natural persons involved in the performance of the service during the Contract period.
	3. The Contracting Authority shall designate a person responsible for monitoring the performance of the Contract in the area of cyber security: \_\_\_\_\_\_\_\_\_, tel.\_\_\_\_\_\_\_\_\_, e-mail\_\_\_\_\_\_\_.
7. **Data Security**
	1. Where, in the course of performing the Works or Additional Works, the Contractor processes data relating to an identified or identifiable natural person (“personal data”) on behalf of the Contracting Authority, the Contractor shall: process personal data only as authorised in writing by the Contracting Authority or as required by applicable law, including with respect to the use of subcontractors or sub-processors as defined in this Contract and its Annexes; implement appropriate technical and organisational measures to protect personal data; promptly notify the Contracting Authority of any incident compromising the confidentiality, integrity, or security of personal data; and cooperate with the Contracting Authority, as required by applicable law or upon the Contracting Authority’s request, to document personal data, data subjects, and processing activities related to the services under this Contract.
	2. The Parties undertake to ensure that data processing – including, but not limited to, the processing of personal data of natural persons – is carried out in accordance with the laws and regulations in force in the Republic of Latvia and as specified in Annex \_\_ to the Contract.
	3. The Contractor acknowledges that the personal data processed in the execution of the Works constitutes restricted information of the Contracting Authority and confirms that it will comply with the Contracting Authority’s rules *On Restriction of Access to Information*, as communicated by the responsible person designated by the Contracting Authority.
8. **Confidentiality Provisions**
	1. The Parties undertake not to disclose to any third party any technical information obtained in the performance of the Contract and in their possession, including information relating to the Contracting Authority’s information systems and their configurations, as well as legal, financial, or business information concerning the other Party and its activities. 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. The Parties undertake to protect confidential information provided under this Contract from unauthorised use, disclosure and publication.
	3. 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 (early termination, penalty, etc.) shall not be considered as restricted information.
	4. 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.
	5. Any damages resulting from a breach of the confidentiality provisions shall be determined and compensated in accordance with the requirements of the applicable laws and regulations.
9. **Force Majeure**
	1. The Parties shall be released from liability for the non-performance or partial performance of the Contract where such failure is caused by force majeure. The Parties undertake to take all necessary measures to minimise any damage arising from events of force majeure. Force majeure shall not include circumstances resulting from an act or omission of the Party concerned.
	2. Force majeure shall be defined as an event that meets all of the following characteristics:
		1. which cannot be avoided and whose consequences cannot be overcome;
		2. which could not have been foreseen at the time of conclusion of the Contract;
		3. which is not caused by the fault or misconduct of the Party or a person under its control;
		4. which makes it not only difficult, but impossible, to comply with the obligation.
	3. The Party to which the circumstances referred to in Paragraph 13.2 of the Contract occur shall notify the other Party in writing of the occurrence of such circumstances within 5 (five) working days. At the request of either Party, such report shall be accompanied by a certificate issued by a competent authority, confirming the occurrence of the extraordinary circumstances and providing a description thereof.
	4. Force majeure shall be disregarded if the Parties have not informed each other thereof by letter or electronic mail within the time limit referred to in Paragraph 13.3 of the Contract.
	5. The burden of proof of force majeure shall rest with the Party invoking it.
	6. If, due to force majeure, the Contract remains unenforceable for more than one (1) calendar month, either Party shall have the right to unilaterally withdraw from further performance of its obligations under the Contract.
10. **Dispute Resolution**
	1. Any disagreement, dispute or controversy shall be settled by the Parties through mutual negotiation.
	2. If the Parties are unable to reach an agreement within 30 (thirty) calendar days, disputes shall be settled in court in accordance with the laws and regulations of the Republic of Latvia.
11. **Procedure for Termination of the Contract**
	1. The Contract may be terminated before the expiry of the term by mutual agreement of the Parties.
	2. If the circumstances referred to in Clause 13 of the Contract continue for more than 1 (one) calendar month, either Party shall have the right to terminate the Contract unilaterally by giving the other Party at least 5 (five) days prior written notice.
	3. The Contracting Authority shall be entitled to terminate the Contract if the Contractor is in serious default, including a delay of more than twenty (20) days in the performance of the Works or any part thereof, or if the Works (or any part thereof) are of unsatisfactory quality. In such case, the Contracting Authority’s authorised representative shall issue a warning to the Contractor’s authorised representative. If the infringements are not remedied within five (5) days, or if new infringements are committed, the Contracting Authority shall be entitled to terminate the Contract and impose a penalty of EUR 2,000.00 (two thousand euro).
	4. The Contracting Authority shall have the right to terminate the Contract by giving one month's written notice to the Contractor and by paying the Contractor for the amount of the Work actually performed.
	5. The Contractor shall be entitled to terminate the Contract unilaterally if the Contracting Authority fails to make payments and the contractual penalty amounts to 10 (ten) % of the relevant Contract amount.
	6. The Contracting Authority shall be entitled to terminate the Contract unilaterally in the following cases:
		1. The contractor is declared insolvent.
		2. It is impossible 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.
	7. In the event of termination of the Contract, the Contractor shall immediately suspend the Works, and an Acceptance and Handover Statement shall be prepared. The Contracting Authority shall pay the Contractor for all Works of satisfactory quality completed up to the date of termination, subject to the deduction of any contractual penalty, if applicable. The Contracting Authority shall not indemnify the Contractor for any loss arising from termination of the Contract, except where termination occurs pursuant to Paragraph 15.5 of the Contract due to the fault of the Contracting Authority.
12. **Final Provisions**
	1. The authorised representative of the Contracting Authority is
	2. The authorised representative of the Contractor is
	3. Authorised representatives of the Parties shall:
		1. monitor the performance of the Contract, the progress and timing of the Works and the Additional Works, and organise acceptance tests;
		2. sign the Acceptance and Handover Statements;
		3. sign the work assignment;
		4. shall submit and hand over invoices for payment;
		5. address matters relating to the quality of the Works and the provision of the Warranty;
		6. prepare, transmit and accept information relating to the execution of the Works in accordance with the provisions of the Contract;
		7. address other organisational matters relating to the performance of the Contract.
	4. The Contracting Authority's representative shall inform the Contractor's representative in writing of changes in the list of authorised and responsible persons by sending the information to the email address of the Contractor's authorised representative. The Contractor shall inform the Contracting Authority's representative in writing of any changes to the Contractor's authorised representative by sending the information to the Contracting Authority's representative's e-mail address.
	5. The Contracting Authority holds the following certificates: for the standards ISO 9001 Quality Management Systems. Requirements. ISO 45001 Occupational Health and Safety Management Systems. Requirements with Guidance for Use and ISO 50001 Energy Management Systems. Requirements with Guidance for Use.
	6. The results of the Works and the Additional Works shall be the property of the Contracting Authority upon signature of the relevant Acceptance and Handover Statement. The Contracting Authority shall have the right to make changes to the deliverables independently (independently of the Contractor) and without the consent of the Contractor, but the changes made by the Contracting Authority shall not be subject to the Warranty set out in Sub-paragraph 7.1.5 of the Contract.
	7. The Contract may be amended by written agreement of the Parties. Any changes to the terms of the Contract shall only become effective when they are made in writing and signed by both Parties. Such amendments shall be attached to the Contract as Annexes and shall become an integral part of the Contract. Amendments may only be made taking into account the provisions of the Latvian Public Procurement Law.
	8. In the event of a conflict between the terms of the Contract and the Technical Specification, the provisions of the Technical Specification shall prevail.
	9. The Parties shall promptly notify each other in writing of any changes to the particulars specified in the Contract, including changes to contact details, addresses, credit institution information, or the authorised representatives of the Parties. If either Party fails to provide notice of such changes, it shall be liable for any loss incurred by the other Party as a result.
	10. Contractual periods, whether calculated in years, months, or days, shall commence on the day following the date or event that determines their commencement. Correspondence sent by post shall be deemed received on the seventh day following the date of dispatch. Correspondence sent by e-mail shall be deemed received on the working day following the day of transmission.
	11. 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.
13. **Details of the Parties**

|  |  |
| --- | --- |
| **CONTRACTING AUTHORITY** |  **CONTRACTOR** |
| **„”****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**/\_\_\_. \_\_\_/\* | **„”****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**/\_\_\_\_. \_\_\_\_\_\_\_\_\_/\* |

\* THE DOCUMENT HAS BEEN ELECTRONICALLY SIGNED WITH A SAFE ELECTRONIC SIGNATURE AND CONTAINS A TIME STAMP

**Annex 3**

**Data Processing Policy**

Riga

*Date of electronically signed document*

*is indicated in a time stamp*

 **Riga Municipal Limited Liability Company Rīgas satiksme**, unified registration number 40003619950, in the person of its Chairwoman of the Board Džineta Innusa, acting in accordance with the decision of the Board, hereinafter referred to as – the Controller, on the one hand, and

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.,** registration number \_\_\_\_\_\_\_\_\_\_\_\_\_\_, address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in the person of its \_\_\_\_\_\_\_\_\_\_\_\_\_, acting in accordance with the -, hereinafter referred toas – the Processor, on the other hand, hereinafter – the Parties or individually – the Party,

* whereas the Processor, on the basis of the agreement **Purchase of public transport data analysis software for the integration of data, and preparation and visualisation of analytical reports’** concluded between the Parties (hereinafter – the Agreement), processes, in the interests of and on behalf of the Controller, data of natural persons (hereinafter – personal data) as a processor within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation),

hereby agree on the following:

1. **Subject Matter**
	1. The Processor shall carry out, in the interest and on behalf of the Controller, the processing of personal data for the purpose “Purchase of public transport data analysis software for the integration of data, and preparation and visualisation of analytical reports” according to this Contract and Technical specification (Annex 1).
	2. For other tasks and activities arising from the Contract, other than those referred to in clause 1.1 of this document, the Parties shall act as independent controllers.
	3. The Processor shall ensure the processing of such personal data within the meaning of the Agreement:
		1. types of data subjects: employees of Controller according to the Controller’s policy “Employee privacy policy” and the customers of Controller according to the Controller’s policy “Customer privacy policy”. The current policies are available on the website of the Controller [www.rigassatiksme.lv](http://www.rigassatiksme.lv);
		2. types of data: person identification data, contact information and other types of data in accordance with the policy “Employee privacy policy” and “Customer privacy policy” of the Controller;
		3. types of processing activities: access to data, handling of data to the extent necessary for the operation of system and service, and error prevention;
		4. data storage and deletion periods:
			1. personal data obtained from the Controller is deleted within 10 days after the expiry of the Contract or within 10 days after the data is no longer needed by the Processor (whichever occurs first);
			2. as part of the fulfilment of the Contract, the data is not copied and is not stored on the technical resources of the Processor.
2. **Basic Data Processing Principles**
	1. The Processor shall only process the personal data of the Controller for the purpose of fulfilling its obligations under the Contract.
	2. The Processor shall process personal data in accordance with the requirements set out in the Contract, this document and the laws and regulations, as well as taking into account the written instructions of the Controller.
	3. The Processor shall store and process the personal data collected under the Contract within the territory of the European Union (EU) and the European Economic Area (EEA).
3. **Guarantees**
	1. The Processor shall confirm that its activities with regard to the processing of personal data fully comply with the requirements of the Regulation and national laws and regulations in the field of personal data protection with regard to the processing and protection of personal data.
	2. The Processor shall have in place the internal laws, regulations and procedures necessary to ensure the processing and protection of data in accordance with the requirements of the Regulation, shall have appointed a data protection officer for natural persons and shall maintain a register of processing, including at least the following information on the processing of data carried out on behalf of the Controller:
		1. The name and contact details of the Controller on whose behalf the Processor acts and, where applicable, the name and contact details of the representative of the Controller or Processor and the data protection officer. The Processor shall request up-to-date contact details of data protection officers by e-mail: datuspecialists@rigassatiksme.lv;
		2. The categories of processing carried out on behalf of the controller, i.e., the purpose of the processing as set out in clause 1.1 of this Annex;
		3. information that the personal data are not transferred to a third country or an international organization.
4. **Duties and Rights of the Processor**
	1. The Processor shall protect personal data obtained from the Controller against any breach of data protection, but in particular against unauthorized disclosure, transfer, destruction or breach of their integrity.
	2. The Processor shall ensure that the processing of the personal data of the Controller is carried out and accessed only by employees or authorised persons of the Processor who are involved in the fulfilment of the Contract.
	3. The Processor shall ensure that its employees and authorised persons involved in the processing of personal data are legally bound not to disclose personal data to third parties, both during their employment relationship with the Controller and after termination of the employment relationship or authorisation.
	4. The Processor shall ensure that the employees and authorised persons referred to in clause 4.2 of this document are accounted for and assume all responsibility for their actions in relation to the processing of the personal data of the Controller.
	5. The Processor shall implement technical and organizational measures regarding the security of personal data.
	6. The Processor shall ensure that its IT systems are capable of providing all functionalities required by applicable laws and regulations with regard to their security and, in particular, with regard to protection against external intrusion into the electronic information systems of the Processor.
	7. The Processor shall, taking into account the nature of the processing, the types and amount of the data processed, the likelihood and severity of a data breach in relation to the rights of the data subject, as well as taking into account the technical capabilities of the Controller and the costs of developing technical solutions, ensure:
		1. the pseudonymisation and encryption of personal data;
		2. the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
		3. the ability to renew personal data availability and access to them in the case if a physical or technical accident has occurred;
		4. a process for regular testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.
	8. The Controller shall, by signing this document, authorize the Processor to engage an additional data processor for the fulfilment of the Agreement for the following data processing activities. If the Processor intends to engage other sub-processors or to engage additional sub-processors, the Processor shall, prior to engaging a sub-processor, inform the Controller thereof at the contact e-mail address specified in the Contract. If the Controller does not object to the sub-processor within five working days from the date of sending the e-mail, it shall be deemed to have agreed on the sub-processor.
	9. Sub-processors engaged by the Processor prior to the date of signature of this document shall be deemed to have been agreed as of the date of signature of this document.
	10. The Processor shall oblige the additional processors engaged by it to ensure a level of data protection which is not lower than the level of data protection ensured by the Processor in respect of the data of the Controller.
	11. The Processor shall, during the term of the Contract, assist the Controller in complying with its obligations under Articles 32 to 36 of the Regulation and shall, in the event of any personal data breach, provide information to the Controller or the data protection officer within 48 hours to the extent that it relates to the processing of personal data carried out under the Contract.
	12. Upon expiry of the term of the Contract or upon termination of the need to process personal data for the fulfilment of an obligation under the Contract (whichever occurs first), the Processor shall, at the request of the Controller, return the personal data received from the Controller and/or delete it from all its technical resources in accordance with the time limits set out in clause 1.3.4 hereof, as well as destroy the personal data stored in writing and destroy all copies containing the personal data received from the Controller, except where the relevant laws and regulations provide for a different storage period for the personal data.
	13. The Processor shall immediately inform the Controller if, in its opinion, any instruction of the Controller violates the Regulation, other provisions of European Union or national laws and regulations on the protection of personal data, as well as of any changes in applicable laws and regulations that may affect the right of the Processor to fulfil its obligations under the Agreement and to process the personal data concerned.
	14. The Processor shall give its consent to allow the Controller, at a previously agreed time, to audit the data processing of the Processor insofar as it relates to data processing carried out within the meaning of the Agreement. The said audit shall be carried out at the expense of the Controller.
5. **Duties and Rights of the Controller**
	1. The Controller shall be responsible for the legal basis of the processing of personal data under the Contract.
	2. During the fulfilment of the Contract, the Controller shall provide the Processor with all information necessary to ensure the processing and protection of personal data in accordance with the Contract, laws and regulations and the instructions and requirements of the Controller.
	3. The Controller shall implement appropriate technical and organizational measures during the application of the Regulation to ensure the security of the personal data processed and to ensure that, by default, only the personal data necessary for each specific purpose of processing are processed.
6. **Cooperation and Responsibility**
	1. The Processor shall cooperate with the Controller and/or the supervisory authority in relation to the investigation and prevention of data incidents.
	2. The Parties shall agree that the claims of data subjects and authorities shall be referred by the Parties to each other in the first instance for resolution in accordance with the obligations of the Parties under the Contract, this document, applicable laws and regulations or the legal instructions of the Controller. In the case of such claims, the Parties shall use all possible and reasonable legal means for defending their interests and solving claims and to avoid losses for one and the other Party.
	3. The Processor shall be liable for any improper implementation or breach of the obligations of the Processor under the Contract, this document, applicable laws and regulations or the legal instructions of the Controller, or for processing that exceeds the scope and authorisation of the processing of personal data set out in these documents.
7. **Miscellaneous**
	1. In the event of an amendment to the laws and regulations, the Parties shall cooperate to supplement and/or amend this document by defining the obligations of the Parties in accordance with the applicable regulations, the nature of the division of responsibilities between the Parties set out in the Contract and this document.
	2. The Parties shall not be liable for the non-fulfilment of obligations if such is caused by force majeure.
	3. This document shall form an integral part of the Contract. This document is valid for the entire period during which the personal data of the Controller is being processed by the Processor and for the period after its completion, until any claims may be made for the processing of personal data performed under this document.
1. Date of last update of the Technical Specification: 30 July 2025 [↑](#footnote-ref-2)
2. The tenderer must indicate in its application its beneficial owner in accordance with the provisions of the Latvian Law on the Prevention of Money Laundering and the Financing of Terrorism and Proliferation. [↑](#footnote-ref-3)
3. The information provided in the certificate is necessary for — Riga Municipality Limited Liability Company ‘Rīgas satiksme’ to comply with the Latvian 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-4)
4. The declaration is required in accordance with the requirements of the Latvian National Cyber Security Law and the Latvian Cabinet of Ministers Regulation of 25 June 2025 *Minimum Cyber Security Requirements* for Class "B" and "C" information systems. [↑](#footnote-ref-5)