

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

APPROVED
at the meeting of the
Procurement Commission on
11 July 2019

**REGULATIONS OF THE
QUALIFICATION SYSTEM**

**“SUPPLY OF SPARE PARTS FOR PUBLIC
TRANSPORT”**

ID No. RS/2019/22

**(As amended on 09 June 2020, as amended on 24 September 2020, as amended on 07
February 2022, as amended on 04 December 2023)**

1. Introduction

Riga Municipality Limited Liability Company (SIA) Rīgas satiksme (hereinafter – the Contracting Authority) invites suppliers to submit applications for inclusion of suppliers in the qualification system, the purpose of which is to select qualified suppliers that meet the requirements of the open tender Regulation “Supply of spare parts for public transport”, identification No. RS/2019/22 (hereinafter – the Regulations), to establish and maintain a list of these qualified suppliers (hereinafter – the List), thereby ensuring that the Contracting Authority is able to obtain the necessary spare parts for public transport from the qualified suppliers in a timely manner and in good quality. There is no time limit for the submission of applications and they may be submitted throughout the maintenance period of the qualification system.

The participants on the List will be invited to participate in procurement procedures for the supply of specific Goods required by the Contracting Authority.

CPV code for the procurement procedure: 34320000-6, 34310000-3.

2. Contracting Authority

Riga Municipality Limited Liability Company (SIA)

Rīgas satiksme, reg. number: 40003619950

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

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

Code: PARXLV22

Account: LV56PARX0006048641565

3. Qualification system maintainer

Riga Municipality Limited Liability Company (SIA) Rīgas satiksme

4. Contact information

kvalifikacijas.systemas@rigassatiksme.lv.

(As amended on 09 June 2020, as amended on 07 February 2022, as amended on 04 December 2023)

5. Obtaining the Information and Regulations of the Qualification System

- 5.1. Information of an organisational nature may be obtained by writing an e-mail to the contact details indicated in Clause 4 of the Regulations. *(as amended 04 December 2023)*
- 5.2. The Regulations of the Qualification System may be consulted by the Suppliers on the Contracting Authority's website: www.rigassatiksme.lv, section “Procurements and auctions” – <https://www.rigassatiksme.lv/lv/par-mums/iepirkumi/>.

6. Groups (lots) of supplies covered by the qualification system

- 6.1. Spare parts for Solaris Urbino buses;
- 6.2. Spare parts for bus Ikarus E-91;
- 6.3. Mercedes Benz Citaro spare parts;
- 6.4. Spare parts for trolleybuses Solaris GST – 18;
- 6.5. Trolleybus Škoda 24Tr spare parts;
- 6.6. Tatra T3A, Tatra T3M tram spare parts;
- 6.7. Tram Škoda 15T Riga, 15T1 Riga spare parts;
- 6.8. Spare parts for trolleybus Škoda 27 Tr;
- 6.9. Spare parts for Solaris Trollino 18,75 H2.

Within the framework of the qualification system, spare parts will be ordered from the relevant vehicle manufacturer or spare parts catalogue of the spare parts manufacturer for the above product groups (parts). Suppliers will only be entitled to supply spare parts whose conformity has been certified by the vehicle manufacturer concerned - the manufacturer of the spare parts - with its own marking (original spare parts) and spare parts whose conformity with the characteristics of original spare parts has been certified by the technical service of the Purchaser and the submission of such spare parts is allowed in the invitation to tender.

Suppliers may apply for all lots (lots) or individually for any lot (lots).

(As amended on 09 June 2020)

7. Qualification Requirements for the Suppliers

- 7.1. A supplier shall not be qualified if any of the cases set out in Section 48, Paragraph two, Clause 1–7 and 10–14 of the Law on the Procurements of Public Service Providers applies to the supplier. *(as amended 11 December 2023)*
- 7.2. In addition to the provisions of Clause 6.1 of the Regulations, the Contracting Authority shall be entitled not to qualify a supplier in accordance with Section 48, Paragraph two, Clauses 8 and 9 of the Law on the Procurements of Public Service Providers. *(as amended 11 December 2023)*
- 7.3. A supplier shall not be qualified if the tenderer is subject to any of the cases specified in the Section 11.¹, Paragraph two of the Law on International Sanctions and National Sanctions of the Republic of Latvia. *(as amended 11 December 2023)*
- 7.4. The exclusion conditions referred to in Clauses 6.1 and 6.2 of the Regulations shall apply to all members of the association of suppliers or members of a partnership (if the tenderer is an association of suppliers or a partnership) and to persons on whose capabilities the tenderer relies to demonstrate that its qualifications meet the requirements laid down in the Regulations. Persons having decisive influence over the tenderer on the basis of participation within the meaning of the laws on group of companies shall be subject to the exclusion conditions specified in Section 48, Paragraph two, Clauses 1, 2, 3 of the Law on the Procurements of Public Service Providers, and the tenderer's beneficial owner shall be subject to the exclusion conditions specified in Section 48, Paragraph two, Clauses 1, 2, 11 of the Law on the Procurements of Public Service Providers *(as amended 11 December 2023)*
- 7.5. The list of qualified suppliers shall include those Suppliers who meet the following conditions:
 - 7.5.1. a supplier is registered as a merchant in accordance with the laws and regulations of the Republic of Latvia or the country in which it is registered. If the supplier is an association, all members of the association must meet this requirement.
 - 7.5.2. The Supplier's minimum annual financial turnover (excluding value added tax (VAT)) for the last three completed financial years (the completed financial year being the year for which the annual report has been drawn up and approved in accordance with the procedure laid down in laws and regulations) is:
 - 7.5.2.1. at least EUR 500 000 (five hundred thousand euro) if the Supplier wishes to qualify for the supply of the goods referred to in points 6.1, 6.3, 6.4, 6.5 and/or 6.7.
 - 7.5.2.2. at least EUR 200 000 (two hundred thousand euro) if the Supplier wishes to qualify for the supply of the goods referred to in points 6.2, 6.6, 6.8 and/or 6.9
 - 7.5.2.3. Suppliers established later shall certify a minimum annual financial turnover of the amount indicated in point 7.5.2.1 or 7.5.2.2 for the period of service.
 - 7.5.2.4. If the Supplier is an association, at least one of the members of the

association on whose financial capacity the Supplier relies and who will be financially responsible for the performance of the contract must satisfy the requirement set out in this paragraph. *(As amended on 04 December 2023)*

7.5.3. A supplier or, if the supplier is an association, at least one member of the association, shall have at least one (1) year's experience in supplying the Goods within the preceding three (3) years. *(As amended on 09 June 2020)*

7.5.4. The Supplier or, if the Supplier is an association, at least one member of the association, shall have a qualified employee who has at least 1 (one) year of experience in organising deliveries of Goods within the previous 3 (three) years and who will organise the deliveries referred to in Clause 1 of the Regulations. *(As amended on 09 June 2020)*

8. Preparation and Content of the Application

8.1. The application, the documents contained therein and copies thereof must be prepared in accordance with the Cabinet Regulation No. 558 adopted 4 September 2018 Procedures for Drawing up and Preparing Documents.

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

8.3. In order to assess the conformity of the Supplier's qualifications, the Supplier must submit the following documents:

8.3.1. a Letter of Application in accordance with the format set out in Annex 1 to the Regulations;

8.3.2. if the Supplier is registered or his/her permanent place of residence is outside Latvia, certified copy of registration document issued by the competent authority of the country of registration of the Supplier;

8.3.3. if the Supplier is a foreign person, it must submit certificates or other documents from the competent authority of the foreign country in question certifying the absence of the exclusion conditions in accordance with the provisions of Section 48 of the Law on the Procurements of Public Service Providers. *(as amended 04 December 2023)*

8.3.4. If the Supplier is registered or has its permanent residence outside Latvia, a certificate issued not earlier than 6 (six) months prior to the date of submission of the application, if the issuer of the certificate or document has not indicated a shorter period of validity and drawn up in accordance with the laws and regulations of the country of registration of the Supplier, that the Supplier has no tax debts in the relevant foreign country, including mandatory state social insurance contributions debts, in the total amount exceeding EUR 150;

8.3.5. Supplier's declaration of minimum financial turnover for the last three completed financial years in accordance with the requirements of clause 7.5.2 of the Tender dossier and a copy of the profit and loss account for the last two completed financial years; *(As amended on 04 December 2023)*

8.3.6. Information on the experience of the Supplier in supplying the spare parts for public transport in accordance with Clause 7.5.3 of the Regulations. The information required by the Regulations shall be submitted in accordance with the form set out in Annex 2.

8.3.7. Evidence of the qualifications of the Supplier's employees to be engaged in the performance of the Procurement Contracts, certifying the employee's experience in organising deliveries of Goods in accordance with Clause 7.5.4 of the Regulations (CV, including information on the deliveries of Goods organised). *(As amended on 04 December 2023)*

8.4. The Supplier is entitled to submit the European Single Procurement Document as initial evidence of compliance with the requirements of the Regulations. If the Supplier has chosen to submit a European Single Procurement Document, it shall also submit this document in respect of the person indicated by the Supplier on

whose capabilities the Supplier relies to demonstrate that its qualifications meet the requirements set out in the procurement documents. The association of suppliers shall submit a separate European Single Procurement Document for each of its members. The European Single Procurement Document shall be completed by the Supplier in accordance with the requirements laid down in the European Commission Implementing Regulation No. 2016/7 adopted 5 January 2016 laying down a standard form for the European Single Procurement Document (Annex 2 to the Regulations). The European Single Procurement Document can be found on the European Commission's website <https://ec.europa.eu/tools/espdoc> and, once completed, should be attached to the application.

- 8.5. Where a tenderer who should be included in the qualification system and invited to submit an initial tender has submitted the European Single Procurement Document as initial evidence of compliance with the requirements for the selection of tenderers, the Contracting Authority shall, before deciding whether to include the tenderer in the qualification system, require the submission of documents proving that the tenderer meets the qualification requirements set out in the tender specifications.
- 8.6. The Supplier shall be entitled to rely on the capabilities of other suppliers to demonstrate its compliance with the requirements of Clause 7.5 of the Regulations, irrespective of the legal nature of the relationship. The Supplier and the person, whose economic and financial capacities the tenderer relies upon, must be jointly and severally liable for the fulfilment of the procurement contracts. In order to demonstrate professional experience or the availability of personnel meeting the requirements of the Contracting Authority, the Supplier may rely on the capabilities of another person only if that person will participate in the performance of the Procurement Contracts. The Supplier shall demonstrate to the satisfaction of the Contracting Authority that it will have the necessary resources at its disposal by means of a declaration or an agreement between the persons concerned that the necessary resources will be made available to the tenderer. The person on whose capabilities the Supplier relies to demonstrate that its qualifications meet the requirements of the Regulations shall be subject to the exclusion conditions set out in Clauses 7.1 and 7.2 of the Regulations. *(as amended 04 December 2023)*
- 8.7. The Supplier shall produce the originals of the copies provided or provide additional documents upon request in order to assess its qualifications.
- 8.8. In order to ascertain the Supplier's compliance with the selection requirements of the Contracting Authority, the Contracting Authority will check the information available on the Supplier in public databases.
- 8.9. The application shall be accompanied by information on the persons authorised by the Supplier (at least two persons must be indicated) during the duration of the qualification system who will be entitled to send and sign tenders, organise and supervise the performance of the contracts, including organising the delivery of the Goods and signing the documents relating to the delivery of the Goods. If any of these authorised persons is changed during the duration of the qualification system, the participant in the qualification system is obliged to inform the Contracting Authority immediately.

9. Procedure for the submission of applications

- 9.1. There is no time limit for the submission of applications and they may be submitted throughout the maintenance period of the qualification system.
- 9.2. The application shall be sent in electronic form to the Contracting Authority's e-mail address sekretariats@rigassatiksmelv and shall be signed with a secure electronic signature and a time stamp.
(as amended 07 February 2022)

10. Examination of applications

- 10.1. The applications submitted shall be examined at a meeting of the Procurement Commission without the presence of representatives of the Suppliers.
(as amended 07 February 2022)
- 10.2. During the examination of the application, the Procurement Commission may request the Supplier to submit in writing additional information or clarifications on any part of the submitted application, as well as additional documents necessary for an objective assessment of the Supplier's qualifications. If the Procurement Commission finds that the Supplier has not submitted all the documents required by Clause 8 of the Regulations or that their content does not comply with the requirements of the Regulations, the Procurement Commission shall suspend the examination of the application, notify the Supplier of the deficiencies found, indicating the time limit within which the Supplier must remedy the deficiencies.
- 10.3. The Supplier's application may be rejected if the Commission of the qualification system finds that:
 - 10.3.1. the Supplier has attempted to influence the Commission's decision to include the Supplier in the list of qualified suppliers;
 - 10.3.2. the Supplier has failed to remedy the deficiencies identified by the Commission within the time limit set by the Commission.
- 10.4. The Supplier shall be included in the list of qualified suppliers if its qualifications meet all the qualification requirements set out in Clause 6 of the Regulations.
- 10.5. A decision on the Applicant's compliance with the qualification system will be taken within two months of the submission of the application. If necessary, the Commission shall be entitled to extend the deadline by up to six months in accordance with the procedure laid down in Section 55, Paragraph six of the Law on the Procurements of Public Service Providers.
- 10.6. After the decision has been taken, applicants shall be informed within 5 (five) working days whether they meet the qualification requirements or whether their application has been rejected. The reasons for rejection shall be explained on the basis of the qualification requirements set out in the qualification framework.
- 10.7. The Contracting Authority confirms that the personal data information submitted by the Suppliers will be processed in accordance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council, solely for the purpose of assessing the eligibility of the Suppliers for a specific procurement during the selection process. Procurement documentation, including personal data information, will be stored in accordance with the requirements of Section 46 of the Law on the Procurements of Public Service Providers. *(as amended 04 December 2023)*

11. Exclusion of Suppliers from the qualification system

The Procurement Commission may at any time exclude a Supplier from the list of qualified suppliers if it is established that the Supplier is subject to the exclusion conditions set out in Clauses 7.1 and/or 7.2 of the Regulations. The assessment of compliance with Clause 6.5 of the Regulations shall take place once every two years upon receipt of a new application from the Supplier in accordance with Clause 12.3 of the Regulations.

(as amended 07 February 2022, as amended 04 December 2023)

- 11.1. The qualification system maintainer shall inform the Supplier in writing, stating the reasons, of its intention to exclude the Supplier from the list of qualified suppliers at least 10 days before the date on which the Supplier is to be excluded from the list of qualified suppliers. A participant of the qualification system shall be excluded from the system not earlier than on the day following the day on which the information on exclusion from the qualification system has been sent to the participant and the time

limit referred to in Section 72, Paragraph two, Clause 1 or 2 and Paragraph six of the Law on the Procurements of Public Service Providers has expired, unless an application for infringement of the procurement procedure has been submitted to the Procurement Monitoring Bureau.

- 11.2. The excluded Supplier shall be entitled to submit a new application for the qualification system at the moment when it meets the qualification requirements set out in Clause 7 of the Regulations.
- 11.3. A Supplier may be excluded from the qualification system at its own request by submitting an application to the Procurement Commission. The Supplier shall be excluded from the qualification system from the moment when the Procurement Commission has adopted a decision on the exclusion of the Supplier from the qualification system. Exclusion from the qualification system shall not exempt the Supplier from the fulfilment of its obligations. *(as amended on 24 September 2020)*

12. Miscellaneous

- 12.1. If necessary, the qualification system commission may supplement or amend the Regulations of the qualification system. The current version of the Regulations of the Qualification System is available on the Contracting Authority's website: www.rigassatiksmelv.lv, section "Procurements and auctions" – <https://www.rigassatiksmelv.lv/iv/par-mums/iepirkumi/>.
- 12.2. Suppliers shall be included in the list of qualified suppliers for a period of 2 years from the date of adoption of the decision to include the Supplier in the list of qualified suppliers. The list of qualified suppliers with deadlines shall be published on the Contracting Authority's website: www.rigassatiksmelv.lv, section "Procurements and auctions" – <https://www.rigassatiksmelv.lv/iv/par-mums/iepirkumi/>.
- 12.3. On expiry of the time limit referred to in Clause 12.2, the Supplier shall submit a new application in good time (at least 2 months before the expiry of the time limit), and the Commission shall assess the Supplier's eligibility and decide whether to extend the time limit or remove the Supplier from the list of qualified suppliers. Failure to submit a new application for continued qualification in good time will result in the Supplier being excluded from the list of qualified suppliers after the specified qualification deadline.
- 12.4. Suppliers are invited to provide timely information on any changes that have occurred in the commercial company during the period of qualification of the Supplier (e.g. changes in the composition or qualifications of the personnel indicated in the qualification, etc.). By submitting new information, the Supplier confirms the accuracy and validity of the existing information.
(as amended 07 February 2022)
- 12.5. A tenderer established and having permanent place of residence outside Latvia shall be obliged to submit to the Contracting Authority, every 6 (six) months, a certificate that it (including all members of the association of suppliers or members of a partnership (if the tenderer is an association of suppliers or a partnership)) is not subject to the exclusion provisions of Section 48 (2) of the Public Service Providers Procurement Law.
(as amended on 09 June 2020, as amended on 07 February 2022, as amended on 04 December 2023)
- 12.6. If the selected tenderer refuses to conclude a contract with the Contracting Authority, the Procurement Commission shall either decide to conclude a contract with the next tenderer that has submitted the most economically advantageous tender in conformity with the Regulations or terminate the procurement procedure without selecting any tender. It shall also be deemed to be a refusal to conclude the contract if the Tenderer fails to appear within 5 (five) working days of receipt of the written invitation to sign the contract (if the contract is signed in person) or fails to sign it within 5 (five)

working days after the Contracting Authority has sent it for signature by electronic mail (if the contract is signed by electronic signature).

(As amended on 09 June 2020, as amended on 07 February 2022)

- 12.7. In the event that the Procurement Commission decides to terminate the procurement procedure in the case referred to in Clause 12.6, the procurement procedure shall be terminated only in respect of the Goods for which the right to supply was awarded to the Tenderer. *(as amended 09 June 2020)*

13. Invitation to Participate in the Procurement Procedure and the Procurement Contract

- 13.1. Suppliers who have been included in the qualification system shall be invited to procurement procedure for the supply of the Goods in accordance with the needs of the Contracting Authority and the spare parts supply groups (parts) specified in Clause 6 of the Regulations.
- 13.2. The invitation to participate in the negotiated procedure (hereinafter referred to as – the Invitation) shall be drawn up in accordance with the template (Annex 3) and sent to the Suppliers included in the qualification system from the Electronic Procurement System or from the electronic system of the Contracting Authority. The Invitation shall be accompanied by the text of the procurement contract.
- 13.3. Suppliers shall submit their tenders in accordance with the procedure set out in the Invitation, either through the Electronic Procurement System or through any other procedure specified by the Contracting Authority. The Supplier declares that it has read the Procurement Contract, accepts its provisions and, if it is selected for the conclusion of the Procurement Contract (notification sent), declares its willingness to be bound by and to perform all obligations under the Procurement Contract. *(as amended 04 December 2023)*
- 13.4. The Contracting Authority shall select the Supplier whose tender is evaluated as the most economically advantageous tender or the lowest economically advantageous tender (according to the evaluation criteria specified in the Invitation) and shall send to that Supplier a notice of conclusion of the Procurement Contract in accordance with the version of the Procurement Contract annexed to the Invitation and to the Supplier's tender.
- 13.5. In the event that the total contract price of the goods covered by the Invitation does not exceed EUR 431 000.00 excluding VAT, the Procurement Contract shall be deemed to be concluded on the day following the date of dispatch of the notice of conclusion of the Procurement Contract and shall govern all legal relations between the Contracting Authority and the Supplier as regards the delivery and payment of the goods, as well as the rights and obligations between the parties. *(as amended on 09 June 2020, as amended on 07 February 2022)*
- 13.6. In the event that the total contract price of the goods included in the Invitation is equal to or greater than EUR 431 000.00 excluding VAT, the decision on the selection and conclusion of the Procurement Contract shall be made in accordance with the provisions of the Law on the Procurements of Public Service Providers on the conduct of negotiated procedure through the publication of an invitation to participate. *(As amended on 09 June 2020, as amended on 07 February 2022)*
- 13.7. In the event that two or more tenderers have submitted identical lowest prices (where the criterion for selecting tenders is the lowest price) or tenderers have obtained the same number of points (where the criterion for selecting tenders is the most advantageous price, determined by taking into account the price of the goods and their delivery time in calendar days), the contract is awarded to the tenderers who, during the period of the qualification system, has not refused to perform the obligations of the contract or has refused fewer items than the other or other tenderers who have submitted

the same lowest prices or have obtained the same number of points. In the event of two identical lowest tenders and identical refusals by both tenderers, the award shall be made to the tenderer who has paid the highest amount of taxes to the general State budget in the most recent year for which an annual report has been submitted in accordance with the procedure laid down by law. *(as amended on 09 June 2020)*

Annexed:

1. Qualification System Application Letter Form;
2. Supplier Experience List Form.
3. Template of the Invitation to Participate in the Procurement Procedure, including the Procurement Contract.

Deputy Chairperson of the Procurement Commission

/Signature/ K. Meiberga, Riga,
11 July 2019

Qualification System Application Letter

_____ 20__

To: Riga Municipality Limited Liability Company (*SIA*)
 Rīgas satiksme, reg. number: 40003619950
 Legal address: Kleistu iela 28, Riga, LV-1067
 Office address: Vestienas iela 35, Riga, LV-1035

1. By submitting an application, we wish to apply for participation in the qualification system “Supply of spare parts for public transport” maintained by Riga Municipality Limited Liability Company (*SIA*) Rīgas satiksme for:

No.	Groups (lots)	Information about participation:
1.	Spare parts for Solaris Urbino buses	
2.	Spare parts for bus Ikarus E-91	
3.	Mercedes Benz Citaro spare parts	
4.	Spare parts for trolleybuses Solaris GST – 18	
5.	Trolleybus Škoda 24Tr spare parts	
6.	Tatra T3A, Tatra T3M tram spare parts	
7.	Tram Škoda 15T Riga, 15T1 Riga spare parts	
8.	Spare parts for trolleybus Škoda 27 Tr	
9.	Spare parts for Solaris Trollino 18,75 H2	

2. We certify that:

- 2.1. we meet the qualification requirements set out in the Regulations of the qualification system;
 2.2. we agree to the provisions of the Regulations of the qualification system, accept them as binding upon us and agree to comply with them;
 2.3. the attached documents constitute this application and all information given in this application is true.

3. We undertake to inform the Contracting Authority immediately of any changes which may result in the company no longer meeting the qualification requirements for Suppliers set out in the Regulations of the qualification system and we understand that if we provide false information we may be excluded from the qualification system.

4. We agree that the personal data submitted will be used for the assessment of the qualification requirements and will be stored in accordance with the requirements of Section 46 of the Law on the Procurements of Public Service Providers

Name of the Supplier: _____

Registration No. _____ Taxpayer reg. No.: _____

Legal address: _____

Office Address: _____

Tel.: _____; E-mail: _____

Contact person: _____
(name, surname, position)

Tel.: _____; E-mail: _____

I hereby assume full responsibility for the set of the documents submitted, the information contained therein, their presentation and their conformity with the requirements of the Regulations. The information and data provided are true.

We inform that the beneficial owner of the company is – _____

We inform that the person having decisive influence over the tenderer on the basis of participation within the meaning of the laws on group of companies is

(Indicate if the tenderer is a dependent company within the meaning of the Group of Companies Law).

The application package shall consist of _____ numbered and threaded pages.

Signature: _____

Name, surname: _____

Position: _____

Application drawn up and signed on 20_ _____

L.S.

Supplier Experience List

No.	Subject of the Delivery	Year of performance of the contract	Contract amount (EUR)	Contracting Authority, delivery address	Person responsible for the Contracting Authority, position, telephone

In addition, at least 3 references from the major contracting authorities indicated in the table (if less than 3, references from all contracting authorities) must be provided, certifying the information given in the table. The supplier is not required to provide a reference for contracts under which electrical materials, lighting or electronics were supplied to Riga Municipality Limited Liability Company (*SIA*) Rīgas satiksme.

Invitation to Participate in the Procurement Procedure – Negotiated Procedure

The public service provider Riga Municipality Limited Liability Company (*SIA*) Rīgas satiksme (hereinafter referred to as – the Contracting Authority) invites you to participate in a negotiated procedure for the supply of spare parts for public transport (a method of selection of tenderers which results in a written questionnaire being sent to the Suppliers on important provisions of the intended contract) (hereinafter referred to as – the Negotiations), in accordance with the provisions set out below in this invitation to procurement procedure – negotiated procedure (hereinafter referred to as – the Invitation). Suppliers qualified under the Purchaser's qualification system “Supply of spare parts for public transport” who are invited and submit a tender for the Negotiations and participate as Tenderers in the Negotiations following the submission of a tender may take part in the Negotiations.

1. Contracting Authority

Riga Municipality Limited Liability Company
(*SIA*) Rīgas satiksme
Reg. number: 40003619950
Legal address: Kleistu iela 28, Riga, LV-1067
Office address: Vestienas iela 35, Riga, LV-1035
Code: PARXLV22
Account: LV56PARX0006048641565
Contact information: kvalifikacijas.systemas@rigassatiksme.lv.
(as amended 07 February 2022, as amended 04 December 2023)

2. Subject of the Negotiated Procedure

- 2.1. Information on the invitation to participate in the Negotiations under the Purchaser's qualification system “Supply of spare parts for public transport” shall be sent to Suppliers registered in the relevant group (lot).
- 2.3. The Technical Specifications – types, their manufacturers, catalogue number, quantities and delivery period of the goods to be supplied – shall be set out in Annex 1 to the Invitation. Each supplier may submit a tender for one, several or all of the items specified in the Invitation.
- 2.4. The result of the negotiated procedure shall be determined on a per-item basis. The winner(s) of the negotiated procedure shall assume full responsibility for the performance of the order by providing a guarantee in accordance with the provisions of the Procurement Contract attached as Annex 2 to the Invitation. The winner(s) of the negotiated procedure shall be sent a notice of award of the Procurement Contract.
- 2.5. *If the total contract price of the goods covered by the Invitation does not exceed EUR 431 000.00 excluding VAT, the Procurement Contract shall be deemed to be concluded on the day following the date of dispatch of the notice of award of the Purchase Contract.*
If the total contract price of the goods covered by the Invitation is equal to or greater than EUR 431 000.00 excluding VAT –
If the Procurement Monitoring Bureau does not receive any submissions from the tenderers on the decision taken by the Contracting Authority within the period specified in Section 65, Paragraph seven of the Law on the Procurements of Public Service Providers, counted from the date on which all tenderers are informed of the results, the Contracting Authority shall conclude the Procurement Contract with the successful tenderer.
(as amended 07 February 2022, as amended 04 december 2023)

3. Tender selection criterion

The tender selection criterion shall be the most economically advantageous tender with the sole evaluation criterion being the price of the tendered Goods. The most economically advantageous tender will be the corresponding tender with the lowest price. Tenders will be evaluated separately for each of the Goods specified in the Invitation.

or

3.1. The selection criterion shall be the most economically advantageous tender, which shall be determined taking into account the price of the Goods and the delivery time in calendar

days as a quality criterion. Criteria for evaluating the most economically advantageous tender and their numerical values:

- Tenderer's tender price (C) in EUR excluding VAT – 70 points*;
 - Delivery time in calendar days (T) – 30 points*.
- Maximum possible total score (N) – 100 points.

3.2. The overall evaluation (N) of each tender submitted will be calculated according to the following formula: $N = C + T$

3.3. The points for criterion C “Tenderer's tender price in EUR excluding VAT” will be calculated according to the following formula:

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

ZC – lowest price in EUR excluding VAT;

PC – evaluated tenderer's tender price in EUR excluding VAT.

3.4. The score for criterion T “Delivery time in calendar days” will be calculated according to the following formula:

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

ST – shortest delivery time offered;

PT – delivery period offered by the Tenderer.

3.5. The tender with the highest total number of points and which complies with the requirements of the Invitation will be considered the most economically advantageous tender by the Procurement Commission. If several tenders obtain the same number of points, the tenderer offering the lowest price in EUR excluding VAT in criterion “C” shall be selected by the Procurement Commission.

* The scoring ratio may be changed depending on the need (urgency of delivery).

4. General Provisions for the Tenderer's Participation in the Negotiations

- 4.1. By submitting a tender, the Tenderer fully accepts the provisions and requirements of the Invitation.
- 4.2. The Tenderer shall bear the entire cost of preparing and submitting its tender and the Contracting Authority shall in no event be responsible or liable for such cost, irrespective of the conduct and outcome of the procurement procedure – negotiated procedure.

5. Preparation of the Tender

- 5.1. The tender shall be prepared in Latvian.
- 5.2. The tender shall consist of a list of the goods which the Tenderer undertakes to supply pursuant to the Invitation, with prices and delivery dates. If the Tenderer has indicated in its quotation that there has been a change in the manufacturer's number of a particular product, the Tenderer shall, when submitting its tender, submit documentation evidencing such change to the e-mail address specified in Claus 1 of the Tenderer's contact details (if the procurement is not carried out through an Electronic Procurement System). The documentation shall be submitted by the closing date for the submission of tenders. *(as amended 09 June 2020)*
- 5.3. The price offered by the tenderer shall remain unchanged throughout the performance of the contract and shall not be subject to any variation or indexation.
- 5.4. In indicating the price, the Tenderer's tenders shall take into account the payment conditions of the Contract.

6. Validity Period of the Tender

- 6.1. The period of validity period of the tender shall be 60 (sixty) days from the date of submission of the tender. *(as amended 09 June 2020)*
- 6.2. Exceptionally, the Tenderer may be requested by the Procurement Commission to extend the validity period of the tender for a specified period. The request and the Tenderers' reply must be in writing and sent by e-mail. *(as amended 04 December 2023)*

7. Submission of the Tender

- 7.1. The submission of the tender shall take place in the Electronic Procurement System or in the system specified in the Invitation of the Contracting Authority, in accordance with the method and time limit for submission specified in the Invitation. If the total contract price of the goods covered by the Invitation is equal to or greater than EUR 431 000.00 excluding VAT, the time

limit shall not be less than 10 days. No tenders may be submitted after that time limit.
(as amended 07 February 2022, as amended 04 December 2023)

- 7.2. Only one price Tender may be submitted for each subject of the negotiation (supply of goods).
- 7.3. The tender shall be signed by the Supplier's signatory. In case the tender is signed by a person authorised by the Tenderer, the Tenderer shall, when submitting its tender, attach the Power of Attorney of that person to the tender documentation (if the procurement is carried out through an electronic procurement system) or send it to the e-mail address of the contact person of the qualification system (if the procurement is not carried out through an electronic procurement system). (as amended 04 December 2023)
- 7.4. Before the expiry of the time limit for the submission of Tenders, any Tenderer may withdraw its Tender by sending an e-mail to the contact details provided by the Contracting Authority.
(as amended 04 December 2023)
- 7.5. Such withdrawal shall be unconditional and shall preclude further participation in the Negotiations.

8. Confidentiality

- 8.1. The content of the Tenders and the evaluation process shall be confidential.
- 8.2. Any attempt by a Tenderer to influence the Contracting Authority's conduct of the Negotiations or the decision to select the successful Tenderer shall be grounds for rejection of the Tenderer's tender.
- 8.3. After the decision on the winner(s) of the Negotiations has been taken, information on the winner(s) and the prices (and, if the evaluation criterion is delivery time, the time limits) offered by them shall be made available to all Tenderers in the Negotiations.

9. Exchange of Information

- 9.1. Information shall be exchanged between the Contracting Authority and the Tenderers through the Electronic Procurement System or by sending it to the contact e-mail address indicated in the Invitation.
(as amended 04 December 2023)
- 9.2. The Contracting Authority will respond in writing to questions concerning the content of the Invitation received in good time before the deadline for submission of tenders. The Contracting Authority's reply will be sent to all Tenderers invited to the Negotiations (participants in the qualification system of the relevant group (Lot)) together with the questions on the content of the Invitation, without identifying the party asking the question.

10. Evaluation of the Tender

- 10.1. The opening of the submitted Tenders shall take place within the Electronic Procurement System or in accordance with the procedure specified in the Invitation, without the participation of the Tenderers' representatives.
(as amended 04 December 2023)
- 10.2. The Procurement Commission:
 - 10.2.1. may invite all Tenderers to resubmit their Tenders with a view to reducing the price offered to improve the item of the Contracting Authority. The Commission may specify the estimated contract price of the specific item in the Invitation to resubmit tenders. The resubmitted Tenders must be submitted by the deadline to the Electronic Procurement System or through the system indicated in the Invitation, in accordance with Clause 5 of the Invitation. (as amended 04 December 2023)
 - 10.2.2. may invite all Tenderers to face-to-face or written discussions for the purpose of clarifying the costs and/or delivery times of individual goods. If, during the discussions, the Commission reaches agreement with the Tenderer on changes to the Tender to improve the item of the Contracting Authority, the Tenderers must submit a new Tender by a specified deadline, either through the Electronic Procurement System or in the system specified in the Invitation of the Contracting Authority in accordance with Clause 5 of the Invitation. (as amended 04 December 2023)
 - 10.2.3. shall have the right to request explanations from the Tenderers as to the formation of their price offered in cases where the tender is found to be unreasonably low or where the goods offered are found to be significantly overpriced (compared to the prices at which they were previously supplied or to the average market prices).

- 10.3. If the conditions set out in Clause 10.2.1 and/or 10.2.2 of the Regulations have been applied by the Commission during the negotiations, the Tenderer shall be entitled to maintain its tender unchanged. In this case, the resubmitted tenders must be submitted unchanged by the deadline to the Electronic Procurement System or through the system indicated in the Invitation, in accordance with Clause 5 of the Invitation. If a resubmitted Tender is not submitted in accordance with the above, the Commission shall be entitled to consider that no tender has been submitted. *(as amended 04 December 2023)*
- 10.4. The Procurement Commission shall be entitled to award the contract without negotiation on the basis of the original tenders.
- 10.5. Before awarding the contract, the Procurement Commission shall verify, in respect of the tenderer to whom the contract should be awarded, whether the tenderer exclusion conditions set out in Section 48, Paragraph two, Clause 2 of the Law on the Procurements of Public Service Providers does not apply to the tenderer concerned, as well as the verification provided for in Section 11.1, Paragraph one and two of the Law on International Sanctions and National Sanctions of the Republic of Latvia. *(as amended 04 December 2023)*
- 10.6. The Commission shall decide on the winner of the Negotiations for the supply of each good separately.
- 10.7. The decision on the winner of the Negotiations or the decision to terminate or suspend the Negotiations without selecting any Tender shall be notified in writing to all Tenderers who participated in the Negotiations within 5 (five) working days of the confirmation of the decision. The winner(s) of the negotiated procedure shall be sent a notice of award of the Procurement Contract.
- 10.8. On objective grounds, the Negotiations may be terminated at any time without any obligation on the part of the Contracting Authority towards the Tenderer.

11. Conclusion of the Contract

- 11.1. In the event that the total contract price of the goods covered by the Invitation does not exceed EUR 431 000.00 excluding VAT, the Procurement Contract shall be deemed to be concluded on the day following the date of dispatch of the notice of award of the Purchase Contract. The legal relationship between the Contracting Authority and the Supplier with regard to the delivery of the goods, the time limits, the payment procedure, the guarantees and other rights and obligations between the Contracting Authority and the Supplier shall be governed by the Procurement Contract attached as Annex 2 to the Invitation, the Supplier's tender and the notice of conclusion of the Procurement Contract. *(as amended 09 June 2020, as amended 07 February 2022)*
- 11.2. In the event that the total contract price of the goods included in the Invitation is equal to or greater than EUR 431 000.00 excluding VAT, the conclusion of the Procurement Contract shall take place in accordance with the provisions of the Law on the Procurements of Public Service Providers on the conduct of negotiated procedure through the publication of an invitation to participate.
(as amended 09 June 2020, as amended 07 February 2022)

TECHNICAL SPECIFICATION

“_____ goods”

No.	Name of the Goods	Manufacturer No. or equivalent spare part approved by the Purchaser's technical service	Quantity	Delivery period (from the date of conclusion of the contract)
1				
2				
3				
4				

**Procurement
Contract for the
Supply of the goods**

Riga, 20_____._____.

Riga Municipality Limited Liability Company (SIA) Rīgas satiksme, registered in the Commercial Register of the Republic of Latvia on 20 February 2003, unified registration No. 40003619950, hereinafter referred to as – the Contracting Authority, in the person of _____, acting in accordance with the decision of the Board, on the one part, and **Limited Liability Company (SIA) “_____”**, unified registration No. _____, in the person of _____ acting in accordance with articles of association (hereinafter – the Supplier), on the other part, each individually and both together, hereinafter each individually referred to as – Party – and collectively referred to as – the Parties, taking into account that the Supplier is registered in the qualification system of the Contracting Authority “Supply of spare parts for public transport” (ID No. RS/2019/22), based on the results of the procurement procedure – negotiated procedure organised by the Contracting Authority, conclude the following contract, hereinafter referred to as – the Contract:

1. SUBJECT OF THE CONTRACT

- 1.1. The Supplier undertakes to supply the spare parts for public transport (hereinafter referred to as – the Goods) by its own efforts and means on behalf of the Contracting Authority in accordance with the tender submitted by the Supplier in the procurement procedure (hereinafter referred to as – the Tender) and the Contracting Authority's notice of conclusion of the Purchase Contract (hereinafter referred to as – the Notice), which shall be deemed to be integral parts of the Contract.

2. VALIDITY PERIOD OF THE CONTRACT

- *In the event that the total contract price of the goods covered by the Invitation does not exceed EUR 431 000.00 excluding VAT:* the Contract shall enter into force on the day following the date of dispatch of the Notice and shall remain in force until the obligations of the Parties have been fully performed.
- *In the event that the total contract price of the goods covered by the Invitation is equal to or greater than EUR 431 000.00 excluding VAT:* the Contract shall enter into force upon its mutual signature and shall remain in force until the complete fulfilment of the obligations by the Parties.
(as amended 07 February 2022)

3. CONTRACT AMOUNT AND PAYMENT PROCEDURE

- 3.1. The total amount of the Contract, exclusive of value added tax (VAT), is specified in the Notice. The VAT rate will be applied in accordance with the current Value Added Tax Law.
- 3.2. The prices of the Goods are the result of a procurement procedure and shall remain unchanged during the validity period of the Contract. The prices of the Goods are set out in the Notice.
- 3.3. The price of the Goods shall include all costs relating to the value of the Goods, transport, taxes and duties (excluding VAT), customs and other costs relating to the

performance of the delivery contract.

- 3.4. Payment for the Goods shall be made within 30 (thirty) working days after delivery of the Goods, acceptance in accordance with the procedure set out in the Contract and receipt of the invoice, by transferring the relevant amount to the bank account specified in the Supplier's invoice.
- 3.5. The Supplier shall be obliged to indicate the number of this Contract on the delivery notes and invoices.
- 3.6. 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.

4. PROCEDURE FOR THE DELIVERY AND ACCEPTANCE OF THE GOODS

- 4.1. The Supplier shall deliver the Goods at the place indicated by the Contracting Authority's authorised person in Riga.
- 4.2. The Supplier shall deliver the Goods within the delivery deadlines specified in the Tender and the Notice.
- 4.3. Upon acceptance of the Goods from the Supplier, the Contracting Authority shall check the conformity of the quantity and quality with the provisions of the Contract and with the provisions of the delivery note-invoice.
- 4.4. If the type and quantity of the Goods are found to be in conformity with the documents, the Contracting Authority shall sign the delivery note-invoice. If it is established that the type or quantity of the Goods does not correspond to the documents, the undelivered Goods shall be deleted from the delivery note-invoice or the quantity of the Goods shall be corrected and the delivery note-invoice shall be recalculated – valued in monetary terms.
- 4.5. If the Goods are of a quality not in conformity with the provisions of the Contract or other non-conformity with the provisions of the Contract is established, the Contracting Authority's authorised person shall, within 5 (five) working days, draw up a notice of defect for the established defects and send it to the Supplier's authorised person at the e-mail address. In such case, delivery of the Goods shall be deemed not to have been made and the Contracting Authority shall, if the said defects are not remedied within the delivery period or the Supplier fails to prove that the defects or non-conformities referred to in the notice of defect are not justified, impose a contractual penalty on the Supplier in accordance with the procedure set out in Clause 6.4 until the Supplier remedies the defects identified.
- 4.6. The Supplier shall, within 2 (two) working days of receipt of the notice of defect, send a written explanation of the non-conformities alleged in the complaint. The Supplier shall be entitled to send a representative to assess the non-conformities referred to in the notice of defect.
- 4.7. If the Supplier does not comply with the provisions of Clause 4.6 and does not provide a reasoned explanation or evidence that the non-conformities stated in the notice of defect are not genuine, the Supplier shall be deemed to accept the deficiencies or non-conformities stated in the notice of defect.
- 4.8. If the Supplier does not agree with the defects or non-conformities of the Goods identified in the Contracting Authority's notice of defect, the Parties may call an independent expert to carry out an expert examination to settle the dispute or to identify the defect or non-conformity.
- 4.9. If the Goods are found to be defective or non-conforming, the Supplier shall deliver the conforming Goods or, if an inadequate quantity of Goods has been delivered, the remaining Goods. The Supplier shall remove the non-conforming Goods from the Contracting Authority's territory within ten (10) days at its own expense.

4.10. The Supplier shall submit a new delivery note-invoice for the Goods replaced or delivered.

4.11. The Contracting Authority shall be entitled to terminate the Contract unilaterally if the quality of the Goods is found not to be in conformity with the provisions of the Contract.

4.12. Upon termination of the Contract pursuant to Clause 4.11, the Supplier shall be obliged to remove the Goods from the Contracting Authority's territory at its own expense within ten (10) days at the Contracting Authority's written request.

4.13. If, after installation of the Goods, the Goods are found not to comply with the general quality and warranty requirements (they do not provide the minimum service life specified by the manufacturer under proper use or other quality inadequacies are found during the warranty period), the Supplier shall replace them free of charge with identical Goods within a period not exceeding 20 (twenty) days and shall bear all costs and damages incurred by the Contracting Authority in connection with the replacement of the Goods (evacuation services, repair costs, damage to the property of the Contracting Authority as a result of the defective Goods, etc.).

4.14. If the Contracting Authority has any doubts as to the origin of the Goods delivered, the Contracting Authority shall have the right to send them to the original manufacturer of the Goods or to an authorised representative for verification of their conformity. If the original manufacturer of the Goods or its authorised representative finds that the Goods do not conform, the Supplier shall replace the Goods with conforming Goods and bear the costs of dispatch and inspection, or, if the Goods cannot be replaced, remove the Goods from the territory of the Contracting Authority at its own expense within ten (10) days and, in addition to the costs of dispatch and inspection, refund to the Contracting Authority the price of the non-conforming Goods.

5. QUALITY AND GUARANTEES OF THE GOODS

5.1. The Goods supplied shall comply with the technical specification of the procurement procedure (the Tender), the technical specifications and quality standards of the factory of manufacture of the Goods.

5.2. The conformity of the product must have been confirmed by the vehicle manufacturer with its own marking (original spare parts).

5.3. The Supplier guarantees:

5.3.1. that the Goods delivered comply with the requirements of Clause 5.1 of the Contract;

5.3.2. that the Goods delivered are new.

5.4. The warranty period of the Goods shall be in accordance with the manufacturer's warranty period, but not less than 12 (twelve) months from the date of installation of the Goods. The warranty shall cover defects in workmanship as well as damage caused by transportation of the Goods, but shall not cover damage to the Goods resulting from improper installation and non-observance of the of the conditions of use. During the warranty period, the Contracting Authority shall also be entitled to claim defects, non-conformity of the Goods with the requirements of the Clause 5.1 of the Contract and the Supplier shall remedy them by replacing the Goods with conforming Goods or, if this is not possible, by removing the Goods from the Contracting Authority's territory at its own expense within 30 (thirty) days and refunding to the Contracting Authority the price of the non-conforming Goods.

5.5. During the warranty period, problems and defects shall be rectified within a period agreed with the Contracting Authority, which shall not exceed 20 (twenty) days at the Contracting Authority's request.

5.6. In the event that the Contracting Authority finds that more than half of the quantity of the Goods in question has been delivered defective, the Contracting Authority shall be entitled to return the entire quantity of the Goods in question.

(as amended 11 December 2023)

6. RIGHTS, OBLIGATIONS AND LIABILITIES OF THE PARTIES

6.1. The Parties shall be mutually liable for damages suffered by the other Party as a result of the actions or inactions, gross negligence, malicious intent or misconduct of either Party or its employees, as well as of third parties engaged by that Party in the performance of the Contract.

6.2. In the event of non-fulfilment of the obligations under this Contract, the Party at fault shall indemnify the other Party and, in the cases provided for in the Contract, shall also pay contractual penalty, subject to the limits on the amount of contractual penalty laid down in the laws and regulations. The amounts of contractual penalties shall not be set off against the damages.

6.3. Payment of the contractual penalty shall not exempt the Parties from the fulfilment of their obligations and the compensation of damages caused by their actions.

6.4. The Supplier shall pay the Contracting Authority a contractual penalty of 0.5% of the value of the undelivered Goods for each day of delay. The period of delay in delivery of the Goods shall include any period of time exceeding the time limit for delivery of the Goods specified in the Notice, excluding the period during which the Contracting Authority's authorised person checks the conformity of the Goods, until the time when the delivery note has been mutually signed by the authorised persons of the Parties specified in the Contract.

6.5. If the Supplier fails to deliver the Goods more than 20 (twenty) days from the delivery date specified in the Notice or refuses to deliver, the Contracting Authority shall be entitled to terminate the Contract unilaterally.

6.6. The Contracting Authority shall pay the Supplier a contractual penalty of 0.5% of the amount of the overdue payments for each day of delay in payment of the Goods delivered.

6.7. If the Supplier fails to comply with the time limit for rectification of defects referred to in Clause 5.5 of the Contract, it shall pay the Contracting Authority a contractual penalty of 0.5% of the value of the Goods for each day of delay. *(as amended 07 February 2022)*

6.8. If the Supplier fails to remedy the problems and defects in the Goods delivered within the warranty period for more than 20 (twenty) days from the deadline set out in Clause 5.5 of the Contract, the Contracting Authority shall be entitled to terminate the Contract unilaterally.

6.9. If the Supplier refuses to deliver the Goods, the Supplier shall pay a contractual penalty of 15% of the price of the Goods refused.

6.10. The Contracting Authority shall be entitled to deduct the contractual penalty from amounts payable to the Supplier by way of set-off against Contracts entered into with the Supplier under the framework of the qualification system.

6.11. The Supplier shall be obliged to provide the technical documentation of the Goods (certificates, technical documentation, installation instructions, packing lists, technical conformity documents or other documents relating to the use, conformity or origin of the Goods) at the request of a person authorised by the Contracting Authority.

6.12. The Contracting Authority shall inform the Supplier of the risks in the working environment by sending information to the e-mail address of the Supplier's authorised person specified in the Contract.

7. FORCE MAJEURE

7.1. Either Party shall be exempted from liability for failure to perform its obligations under the Contract, in whole or in part, if such failure is the result of a force majeure event occurring after the date of signature of the Contract, such as a disaster or misfortune which could neither have been foreseen nor prevented. Such force majeure shall include events beyond the control and responsibility of the Parties (natural disasters, floods, fire, earthquake and other natural disasters, as well as war and hostilities, strikes, new national or local laws or regulations and other circumstances beyond the reasonable control of the

Parties).

7.2. The Party experiencing force majeure shall promptly notify the other Party in writing within 3 (three) working days after the occurrence of the force majeure and shall attach to the notification a certificate issued by the competent authorities confirming the circumstances.

7.3. If, as a result of the said circumstances, this Contract is inoperative for more than 3 (three) months, each Party shall have the right to withdraw from the Contract by giving at least 15 (fifteen) days' written notice to the other Party. In this case, neither Party may claim damages for any loss suffered as a result of the termination of the Contract in question.

8. OTHER PROVISIONS OF THE CONTRACT

8.1. The Parties stipulate that matters relating to the performance of the Contract will be dealt with by the Parties' authorised persons:

8.1.1. on the part of the Contracting Authority, the persons indicated in the Notice of the results of the negotiated procedure. *(as amended 04 December 2023)*

8.1.2. on the part of the Supplier, the persons indicated in the Supplier's application for the Contracting Authority's qualification system "Supply of spare parts for public transport";

8.1.3. These persons shall have the right to place and accept Orders, to send claims and to deal with other matters related to the performance of the Contract.

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

8.3. The Contracting Authority shall have the right to terminate the Contract unilaterally by giving 30 (thirty) days' prior written notice to the Contractor. In the event of termination by the Contracting Authority in accordance with the provisions of this Clause, the Contractor shall not be entitled to make any claim and/or claim damages in connection with such termination.

8.4. If any provision of this Contract becomes invalid due to a change in the law, the remaining provisions of the Contract shall not become invalid and the Parties shall be obliged to apply the Contract in accordance with the laws and regulations in force.

8.5. The Contract shall be binding upon the successors and assignees of the Parties.

8.6. Upon signature of the Contract, all prior negotiations and correspondence prior to the signing of the Contract shall become void.

8.7. All disputes and disagreements which may arise in the course of the performance of this Contract shall be settled by mutual agreement of the Parties, but if the Parties are unable to agree, the disputes shall be settled by the courts of the Republic of Latvia in accordance with its laws.

8.8. The Parties shall settle any matters not covered by this Contract in accordance with the laws and regulations in force in the Republic of Latvia.

8.9. The headings of the Sections of the Contract are used for clarity of the text and shall not be used for interpretation or explanation of the provisions of the Contract.

8.10. The contents of this Contract and all information obtained by the Parties under the Contract shall be considered confidential, which the Parties undertake not to disclose, to keep with the utmost care and to protect in accordance with the requirements of the laws and regulations.

8.11. The Head of the Occupational Health and Safety Department of the Contracting Authority shall be responsible for the implementation of Clause 6.12 of the Contract. *(as amended 04 December 2023)*

9. DETAILS AND SIGNATURES OF THE PARTIES

Supplier:

Address: _____
Tel./Fax: _____
Unified reg. No. _____
Bank: _____
Code: _____
Account: _____

Contracting Authority:

Riga Municipality Limited Liability Company
(SIA) RĪGAS SATIKSME
legal address Kleistu iela 28, Riga, LV-1067
office address Vestienas iela 35, Riga, LV-1035
Unified reg. No. 40003619950, AS
Citadele Banka
Code PARXLV22
Account LV56PARX0006048641565

_____/_____/

_____/_____/