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

**Rīgas satiksme**

APPROVED

at the meeting of the Procurement Commission

on 3th August 2023

**QUALIFICATION SYSTEMS**

**REGULATIONS**

**SUPPLY OF SMART TICKETS AND SMART CARDS**

**ID No. RS/2023/44**

1. **Introduction**

Riga Municipality Limited Liability Company *(SIA)* Rīgas satiksme (hereinafter referred to as – the Contracting Authority) invites suppliers to submit applications for inclusion in the qualification system for the selection of suppliers for the open tender procedure “Supply of smart tickets and smart cards”, identification No. RS/2023/44 (hereinafter referred to as – the Regulations), to establish and maintain a list of such qualified suppliers (hereinafter referred to as – the List), thereby enabling the Contracting Authority to obtain the required smart tickets, smart tickets in rolls and smart cards (hereinafter referred to as – the Goods) from the qualified suppliers in a timely manner and in good quality. Annex 4 to the Regulations contains indicative technical specifications (in English) for the Goods, and the Contracting Authority shall be entitled to amend or clarify the requirements of the Technical Specifications by attaching the updated Technical Specifications to the Invitation.

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: 34980000-0 (Transport tickets).

Lots of the qualification system:

Lot 1 – “Supply of smart tickets”;

Lot 2 – “Supply of smart cards”.

Suppliers may apply for one or both lots.

1. **Contracting Authority**

Riga Municipality Limited Liability Company *(SIA)* Rīgas satiksme  
Reg. No: 40003619950

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

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

Code: PARXLV22

Account: LV56PARX0006048641565

1. **Qualification system maintainer**

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

1. **Contact**

Māra Volkova, Legal Adviser, Procurement and Contracts Department, Riga Municipality Limited Liability Company *(SIA)* Rīgas satiksme, e-mail – [Mara.volkova@rigassatiksme.lv](mailto:Mara.volkova@rigassatiksme.lv).

1. **Obtaining the Information and Regulations of the Qualification System**
   1. Information of an organisational nature may be obtained from the contact indicated in Clause 4 of the Regulations.
   2. The Regulations of the Qualification System may be consulted by the Suppliers on the Contracting Authority's website: [www.rigassatiksme.lv](http://www.rigassatiksme.lv), section “Procurements and auctions” – <https://www.rigassatiksme.lv/lv/par-mums/iepirkumi/>.
2. **Qualification Requirements for the Suppliers** 
   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.
   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.
   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.
   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

6.5. The list of qualified suppliers shall include those Suppliers who meet the following conditions:

6.5.1. the 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.

6.5.2. In the case of a supplier applying for Lot 1, the Supplier or, if the Supplier is an association, at least one member of the association must have supplied at least 1 000 000 (one million) smart tickets in the preceding 5 (five) years.

6.5.3. In the case of a supplier applying for Lot 2, the Supplier or, if the Supplier is an association, at least one member of the association must have supplied at least 200 000 (two hundred thousand) smart cards in the preceding 5 (five) years.

6.5.3. 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.

1. **Preparation and Content of the Application**
   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.

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

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

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

7.3.2. if the Supplier is a foreign person, it must submit a copy of its registration certificate or a printout from a public database in the country concerned or, for example, identify a publicly accessible register where the Contracting Authority can verify the registration of the person concerned, if the relevant national legislation provides for a public register of such information, certifying compliance with Clause 6.5.1 of the Regulations.

7.3.3. 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 a ground for exclusion in accordance with the provisions of Section 48 of the Law on the Procurements of Public Service Providers (English version of Section 48 of the Law on the Procurements of Public Service Providers in Annex 7).

7.3.6. Information on the Supplier's experience in supplying smart tickets (if the application is for Lot 1) or smart cards (if the tender is for Lot 2) in accordance with Clauses 6.5.2, 6.5.3 of the Regulations. The information required by the Regulations shall be submitted in accordance with the form set out in Annex 2.

7.3.7. 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 6.5.4 of the Regulations (CV, including information on the deliveries of Goods organised).

7.4. The Supplier is entitled to submit the European Single Procurement Document as initial evidence of compliance with the requirements for the selection of tenderers set out in the procurement procedure documents, completing Part II 'Information on the economic operator', Part III 'Grounds for exclusion', Part IV 'Selection criteria', Part VI 'Concluding statements'. The Tenderer shall provide a European Single Procurement Document for each person on whose capabilities it relies to demonstrate that its qualifications meet the requirements set out in the contract notice or in the procurement procedure documents, completing Part II 'Information on the economic operator', Part III 'Grounds for exclusion', Part IV 'Selection criteria', Part VI 'Concluding statements'. The association of suppliers shall submit a separate European Single Procurement Document for each of its members. The European Single Procurement Document is available on the website of the Electronic Procurement System: espd.eis.gov.lv. The Contracting Authority shall have the right at any stage of the procurement procedure to require the supplier to submit all or part of the documents demonstrating compliance with the supplier qualification requirements set out in the procurement documents.

7.6. The Supplier shall be entitled to rely on the capabilities of other suppliers to demonstrate its compliance with the requirements of Clause 6.5 of the Regulations, irrespective of the legal nature of the relationship. 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.

7.9. 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.

**8. Procedure for the submission of applications**

8.1. There is no time limit for the submission of applications and they may be submitted throughout the maintenance period of the qualification system.

8.2. The application shall be submitted to the e-tender subsystem of the Electronic Procurement System by 09:00 on 19th September 2023 or, if submitted later, sent electronically to the Contracting Authority's e-mail address [sekretariats@rigassatiksme.lv](mailto:sekretariats@rigassatiksme.lv) and signed with a secure electronic signature and time stamp.

**9. Examination of applications**

9.1. The applications submitted shall be examined at a meeting of the Procurement Commission without the presence of representatives of the Suppliers.

9.2. 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.

9.4. The Supplier shall be included in the list of qualified suppliers if its qualifications meet all the qualification requirements set out in Clause [6](#_Pretendentu_kvalifikācijas_prasības) of the Regulations.

9.5. 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.

9.6. 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.

9.7. 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.

**10. Exclusion of Suppliers from the qualification system**

10.1. 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 6.1, 6.2 and/or 6.3 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 11.3 of the Regulations.

10.2. 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](https://likumi.lv/ta/id/288730#p72), 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.

10.3. 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 6 of the Regulations.

10.4. 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.

**11. Other Provisions**

11.1. 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.rigassatiksme.lv](http://www.rigassatiksme.lv), section “Procurements and auctions” – <https://www.rigassatiksme.lv/lv/par-mums/iepirkumi/>.

11.2. 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.rigassatiksme.lv](http://www.rigassatiksme.lv), section “Procurements and auctions” – <https://www.rigassatiksme.lv/lv/par-mums/iepirkumi/>.

11.3. On expiry of the time limit referred to in Clause 11.2, 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.

11.4. 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.).

11.5. A tenderer established 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, Paragraph two, Clause 2 of the Law on the Procurements of Public Service Providers.

11:6. 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.

11.7. In the event that the Procurement Commission decides to terminate the procurement procedure in the case referred to in Clause 11.6, the procurement procedure shall be terminated only in respect of the Goods for which the right to supply was awarded to the tenderer concerned.

**12. Invitation to Participate in the Procurement Procedure and the Procurement Contract.**

12.1. Suppliers who have been included in the qualification system for the relevant Lot shall be invited to procurement procedure for the supply of the Goods in accordance with the needs of the Contracting Authority.

12.2. 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 relevant part of the qualification system from the Electronic Procurement System or from the e-mail of the Contracting Authority's representative. The Invitation shall be accompanied by the text of the procurement contract.

12.4. Suppliers shall submit their tenders in accordance with the procedure set out in the Invitation, either through the Electronic Procurement System or by e-mail to the Contracting Authority's representative. By submitting a tender, 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.

12.5. 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.

12.6. 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.

12.7. 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.

12.8. In the event that two or more suppliers have submitted identical lowest prices (where the criterion for selecting tenders is the lowest price) or suppliers 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 supplier 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 suppliers who have submitted the same lowest prices or have obtained the same number of points. The Contracting Authority shall be entitled to invite suppliers to negotiate by inviting them to submit a lower tender than the original tender.

**Annexes:**

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.
4. Technical Specifications.

Deputy Chairperson of the Procurement Commission

*/Signed electronically/* K*.*Meiberga

**Annex 1**

**Qualification System Application Letter**

\_\_\_\_ \_\_\_\_\_\_\_\_\_ 202\_\_

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

|  |  |  |
| --- | --- | --- |
| No. | Name of the Lot | Information about the participation:: |
| 1. | “Supply of smart tickets” |  |
| 2. | “Supply of smart cards” |  |

1. 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. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Legal address:

Office Address:

Tel.: ; Fax: ; E-mail:

Contact:

(name, surname, position)

Tel.: ; Fax: ; E-mail:

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)*.

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 2**

**Supplier Experience List**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| No. | Subject of the Delivery | Year of performance of the contract | Contract volume (number) | 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. For the supply of smart cards and/or smart tickets to Rīgas karte SIA or Riga Municipality Limited Liability Company *(SIA)* Rīgas satiksme, the supplier is not required to provide a reference.

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**Annex 3**

**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 smart tickets and smart cards (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 smart tickets and smart cards” 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. No: 40003619950

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

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

Code: PARXLV22

Account: LV56PARX0006048641565

Representative: Māra Volkova, Legal Adviser, Procurement and Contracts Department, Riga Municipality Limited Liability Company (SIA) Rīgas satiksme, e-mail – [Mara.volkova@rigassatiksme.lv](mailto:Mara.volkova@rigassatiksme.lv).

1. **Subject of the Negotiated Procedure**

2.1. Information on the invitation to participate in the Negotiations under the Purchaser's qualification system “Supply of smart tickets and smart cards” shall be sent to all qualified Suppliers.

2.3. The Technical Specifications – types, 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 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 applications from tenderers against the decision taken by the Contracting Authority within the procedure specified in the Law on the Procurements of Public Service Providers, the Contracting Authority shall conclude the Procurement Contract with the tenderer selected.

**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 x (ZC / PC), 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 x (ST / PT), 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 English or 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. The documentation shall be submitted by the closing date for the submission of tenders.

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 30 (thirty) days from the date of submission of the tender.

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 fax or e-mail.

**7. Submission of the Tender**

7.1. The submission of the tender shall take place in the Electronic Procurement System or to the e-mail address of the Contracting Authority's representative, 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.

7.2. Only one price Tender may be submitted for each subject of the negotiation (supply of goods).

7.3. The tender shall be submitted by the supplier's representative by e-mail to the Contracting Authority's representative and, where necessary, encrypted with a password.

7.4. Any Tenderer may withdraw its Tender in writing before the expiry of the Tender submission period. Such withdrawal shall be unconditional and shall preclude further participation in the Negotiations.

**8. Confidentiality**

8.1. The contents of the Tenderers' tenders shall be confidential.

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 e-mail address of the contact/authorised person indicated in the Invitation or in the Tender.

9.2. The Contracting Authority will respond in writing to questions concerning the content of the Invitation if the questions are 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 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 Tenders submitted shall take place without the presence of the Tenderers' representatives.

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 sent to the e-mail address of the Contracting Authority's representative.

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 by e-mail to the Contracting Authority's representative.

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 tenderer shall inform the Contracting Authority that the tender will not be amended. 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.

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 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.

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 together with the order.

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.

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.

**Annex 1 to the Invitation**

**TECHNICAL SPECIFICATION**

|  |  |  |  |
| --- | --- | --- | --- |
| No. | Name of the Goods | Quantity | Delivery period (from the date of conclusion of the contract) |
| 1 |  |  |  |
| 2 |  |  |  |
| 3 |  |  |  |
| 4 |  |  |  |

**Annex 2 to the Invitation**

**Procurement Contract**

**for the Delivery of the Goods**

Riga, \_\_\_\_ \_\_\_\_\_\_\_\_\_ 202\_\_

**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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, unified registration No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in the person of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, acting in accordance with \_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as – 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 smart tickets and smart cards" (ID No. RS/2023/44),

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. The Supplier undertakes to supply the *smart tickets/smart tickets in rolls/smart cards* (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.

1. **CONTRACT AMOUNT AND PAYMENT PROCEDURE**
   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.
   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. 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.
   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.
   5. The Supplier shall be obliged to indicate the number of this Contract on the delivery notes and invoices.
   6. The Supplier 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.
2. **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.

1. **QUALITY AND GUARANTEES OF THE GOODS**

5.1. The Goods supplied by the Supplier shall conform to the technical specification of the procurement procedure (the Tender).

5.3. The Goods shall be guaranteed for a period of not less than 12 (twelve) months. 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 caused by non-observance 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.

1. **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 Contracting Authority shall be entitled to charge the Supplier a contractual penalty of 0.1% 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 Supplier shall be entitled to charge the Contracting Authority a contractual penalty of 0.1% of the amount of the overdue payments for each day of overdue payment for failure to meet the payment deadlines for 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, the Contracting Authority shall be entitled to charge the Supplier a contractual penalty of 0.1% of the value of the Goods for each day of delay.

6.8. In the case of Clauses 6.4, 6.6 and 6.7 of the Contract, the total contractual penalties applicable to either Party for failure to perform its obligations within the prescribed period shall not exceed in aggregate 10% (ten percent) of the amount of the defaulted obligation.

6.9. If the Supplier refuses to deliver the Goods, the Contracting Authority shall be entitled to charge the Supplier a contractual penalty of 15% of the price of the Goods to which delivery is due.

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.

6.13. 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.

6.14. The Supplier is obligated to follow the Basic principles for cooperation with counterparties, which are published on the Contracting Authority's website https://www.rigassatiksme.lv/lv/par-mums/. In the event of non-compliance by the Supplier with these basic principles, the Contracting Authority shall be entitled to terminate the Contract.

1. **FORCE MAJEURE**
   1. Either Party shall be exempted from liability for failure to perform its obligations under the Contract, in whole or in part, if such failure is the result of a force majeure event occurring after the date of signature of the Contract, such as a disaster or misfortune which could neither have been foreseen nor prevented. Such force majeure shall include events beyond the control and responsibility of the Parties (natural disasters, floods, fire, earthquake and other natural disasters, as well as war and hostilities, strikes, new national or local laws or regulations and other circumstances beyond the reasonable control of the Parties).
   2. The Party experiencing force majeure shall promptly notify the other Party in writing within 3 (three) working days after the occurrence of the force majeure and shall attach to the notification a certificate issued by the competent authorities confirming the circumstances.
   3. If, as a result of the said circumstances, this Contract is inoperative for more than 3 (three) months, each Party shall have the right to withdraw from the Contract by giving at least 15 (fifteen) days' written notice to the other Party. In this case, neither Party may claim damages for any loss suffered as a result of the termination of the Contract in question.
2. **OTHER PROVISIONS OF THE CONTRACT**
   1. The Parties stipulate that matters relating to the performance of the Contract will be dealt with by the Parties' authorised persons:
      1. on the part of the Contracting Authority: Santa Strazdiņa, Procurement Officer of the Procurement and Material Resources Management Department ((+371) 28356590; Santa.strazdina@rigassatiksme.lv) and Zinaīda Dziedātāja, Deputy Head of the Procurement and Material Resources Management Department ((+371) 29412216; zinaida.dziedataja@rigassatiksme.lv)
      2. on the part of the Supplier, the persons indicated in the Supplier's application for the Contracting Authority's qualification system “Supply of smart tickets and smart cards”;
      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.
      4. For the performance of Clause 6.12 of the Contract, Ināra Kačkāne, Head of the Occupational Health and Safety Division of the Human Resources Management Department of the Contracting Authority, mobile phone No. (+371) 26558028, e-mail address: inara.kackane@rigassatiksme.lv
   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.
   3. 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.
   4. The Contract shall be binding upon the successors and assignees of the Parties.
   5. 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.
   6. 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.
   7. 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.
3. **DETAILS AND SIGNATURES OF THE PARTIES**

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

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Annex 4 to the Regulations

**TECHNICAL SPECIFICATION**

Contactless smart tickets supply and associated services

(latviešu val.: Viedbiļešu piegāde)

**1. Ticket specification**

|  |  |
| --- | --- |
| **Minimal requirements** | |
| **Ticket type** | Mifare Ultralight |
| **Standard** | Protocol ISO 14443-A |
| **Configuration** | EV1 with 512 bit memory |
| **Format** | TFC.1 |
| **Typical reading distance** | At least 6 cm |
| **Ticket Size** | ID-1 (85.6 mm x 53.97 mm), according to ISO/IEC 7810 |
| **Ticket Thickness** | 360 μm ± 40 μm except on the integrated circuit |
| **Corners** | Rounded with R=3.18mm +/- 0.3mm |
| **Ticket Material** | Paper + additional PET layer |
| **Other requirements** | Additional data provided in the ticketing system manufacturer specification SES4855. |
| **Artwork** | Each Smart Ticket shall be printed with four (4) colors, offset printing on two (2) sides. A graphical review and approval will be done. Whole artwork is owned by the Buyer.  *The artwork design will be sent with the purchase order.* |
| **Serial numbers** | Serial number of the integrated circuit shall be printed in decimal format  on the reverse of the ticket, in a horizontal position. The exact location is specified by the  artwork. Font size of the serial number: 3 mm. |
| **Packing** | According to the ticketing system manufacturer specification SES4855 |
| **Stock Management** | The Company shall provide stock data files to the Buyer under the XML ® format. |

**2. Products shall be “service-proven,”** with demonstrated operations in similar transit operation and transit retail site environments for a period of at least two years with a total of xxxxxxx tickets in operation. Every effort shall be made to ensure components shall not contain proprietary hardware.

**3. Total purchased amount – xxxxxxxx tickets.**

Offered period of delivery DDP the Buyer premises in Riga.

**4. Warranties**

**GUARANTEE:** Unless otherwise specified, all items shall be guaranteed for a minimum period of one (1) year from date of acceptance by the Buyer against defects in material and workmanship. At any time during that period, if a defect should occur in any item that item shall be replaced or repaired by the Company at no obligation to the Buyer except where it be shown that the defect was caused by misuse. Evidence of misuse shall be proven by the Company.

**QUALITY:** Company expressly warrants that all goods or services furnished shall conform to the specifications, appropriate standards, and will be new and free from defects in material or workmanship. Company warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labelled. Company warrants that all goods or services furnished hereunder will be merchantable and will be safe and appropriate for the purpose which goods or services of that kind are normally used. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Company’s obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Company’s warranty shall run to Buyer, its successors, and assigns.

**RESPONSIBILITY FOR CORRECTION:** It is agreed that the Company shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the event of any call back, Company agrees to give the Buyer priority. Company agrees that if the product or service offered does not comply with the foregoing, the Buyer has the right to cancel the purchase at any time with full refund within 30 calendar days after notice of non-compliance.

**QUALITY STANDARDS OF MATERIAL AND SERVICES**: items/services offered shall be subjected to testing, dissection and analysis by Riga‘s city ticketing system provider to determine that the material(s) submitted for bid conform to the RFQ specifications. The cost of testing, dissection or analysis shall be borne by the Company.

**TECHNICAL SPECIFICATION**

Contactless roll smart tickets supply and associated services

(latviešu val.: Viedbiļešu ruļļos piegāde)

**1. Roll ticket specification**

|  |  |
| --- | --- |
| **Minimal requirements** | |
| **Ticket type** | MIFARE Ultralight (Roll contactless smart ticket) or equivalent [[1]](#footnote-1) |
| **Standard** | Protocol ISO 14443 type A or B |
| **Configuration** | EV1 with 512-bit memory |
| **Format** | TFC.1 / Conditioning of CST in rolls |
| **Typical reading distance** | At least 6 cm |
| **Ticket Size** | ID-1, 85.6 mm (+ 1 mm – 0,5 mm) x 53.98 mm (± 0.2 mm), according to ISO/IEC 7810 |
| **Ticket Thickness** | 360 μm ± 40 μm except on the integrated circuit |
| **Corners** | 90 degrees corners |
| **Ticket Material** | Must not generate any problems for the running of the roll or the ticket within |
| **Other requirements** | Additional data provided in the ticketing system manufacturer specification SES4855. |
| **Artwork** | Each Smart Ticket shall be printed with four (4) colors, offset printing on two (2) sides. A graphical review and approval will be done. Whole artwork is owned by the Buyer.  *The artwork design is attached to email.* |
| **Serial numbers** | Serial number of the integrated circuit shall be printed in decimal format  on the reverse of the ticket, in a horizontal position. The exact location is specified by the  artwork. Font size of the serial number: 3 mm. |
| **Samples** | Company shall to furnish, upon a request, samples of the tickets to be supplied within ten  (10) calendar days. All samples become the property of the Buyer. |
| **Packing** | According to the ticketing system manufacturer specification SES4855 |
| **Stock Management** | The Company shall provide stock data files to the Buyer under the XML ® format. |

**2. Products shall be “service-proven”,** with demonstrated operations in similar transit operation and transit retail site environments for a period of at least two years with a total not less than xxxx ticket rolls (xxxxxx tickets) in operation. Every effort shall be made to ensure components shall not contain proprietary hardware.

**3. Total purchased amount – xxx ticket rolls (xxxxxx tickets).**

Offered period of delivery DDP the Buyer premises in Riga.

**4. Warranties**

**GUARANTEE:** Unless otherwise specified, all items shall be guaranteed for a minimum period of one (1) year from date of acceptance by the Buyer against defects in material and workmanship. At any time during that period, if a defect should occur in any item that item shall be replaced or repaired by the Company at no obligation to the Buyer except where it be shown that the defect was caused by misuse. Evidence of misuse shall be proven by the Company.

**QUALITY:** Company expressly warrants that all goods or services furnished shall conform to the specifications, appropriate standards, and will be new and free from defects in material or workmanship. Company warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labelled. Company warrants that all goods or services furnished hereunder will be merchantable and will be safe and appropriate for the purpose which goods or services of that kind are normally used. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Company’s obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Company’s warranty shall run to Buyer, its successors, and assigns.

**RESPONSIBILITY FOR CORRECTION:** It is agreed that the Company shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the event of any call back, Company agrees to give the Buyer priority. Company agrees that if the product or service offered does not comply with the foregoing, the Buyer has the right to cancel the purchase at any time with full refund within 30 calendar days after notice of non-compliance.

**QUALITY STANDARDS OF MATERIAL AND SERVICES**: items/services offered shall be subjected to testing, dissection and analysis by Riga‘s city ticketing system provider to determine that the material(s) submitted for bid conform to the RFQ specifications. The cost of testing, dissection or analysis shall be borne by the Company.

**TECHNICAL SPECIFICATION**

Contactless Smart Cards supply and associated services

(latviešu val.: Viedkaršu piegāde)

**1. Smart Card specification**

|  |  |
| --- | --- |
| **Minimal requirements** | |
| **Card type** | Calypso CD21 |
| **Standard** | Protocol ISO 14443-B |
| **Configuration** | CD97BX file structure 2 - QQI |
| **Key type** | DES X |
| **Typical reading distance** | At least 6 cm |
| **Card Size** | ID-1 (85.6 mm x 53.97 mm), according to ISO/IEC 7810 |
| **Card Thickness** | 0.76 mm +/- 0.08 mm (ISO Standard) |
| **Corners** | Rounded with R=3.18mm +/- 0.3mm |
| **Card edges** | Burrs shall exceed 0.08mm above card surface |
| **Card Material** | PVC (Polyvinyl Chloride) |
| **Artwork** | Each Smart Card shall be printed with four (4) colors, offset printing on two (2) sides. A graphical review and approval will be done periodically. All artwork is owned by the Buyer. Laser engraved serial number has to be printed on one side.  *There will be 4 types of artworks (designs are attached to email).* |
| **Electrical pre-personalization** | All cards shall be loaded with electrical information that will be provided by the Buyer. |
| **Packing** | Cards shall be delivered in stacked bundles of 250 cards apiece, secure wrapped to prevent theft or tampering, and with sequential number of each card. If boxed, the packaging must clearly identify the contents including the starting and ending serial numbers. Each box shall be numbered sequentially from #1. |
| **Stock Management** | After the completion of the pre-personalization process, the Company shall provide stock data files to the Buyer under the XML ® format. |

**2. Products shall be “service-proven,”** with demonstrated operations in similar transit operation and transit retail site environments for a period of at least two years with a total of xxxxxxxx cards in operation. Every effort shall be made to ensure components shall not contain proprietary hardware.

**3. Total purchased amount – xxxxxxx cards.**

Offered period of delivery DDP the Buyer premises in Riga.

**4. Warranties**

**GUARANTEE:** Unless otherwise specified, all items shall be guaranteed for a minimum period of one (1) year from date of acceptance by the Buyer against defects in material and workmanship. At any time during that period, if a defect should occur in any item that item shall be replaced or repaired by the Company at no obligation to the Buyer except where it be shown that the defect was caused by misuse. Evidence of misuse shall be proven by the Company.

**QUALITY:** Company expressly warrants that all goods or services furnished shall conform to the specifications, appropriate standards, and will be new and free from defects in material or workmanship. Company warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labelled. Company warrants that all goods or services furnished hereunder will be merchantable and will be safe and appropriate for the purpose which goods or services of that kind are normally used. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Company’s obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Company’s warranty shall run to Buyer, its successors, and assigns.

**RESPONSIBILITY FOR CORRECTION:** It is agreed that the Company shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the event of any call back, Company agrees to give the Buyer priority. Company agrees that if the product or service offered does not comply with the foregoing, the Buyer has the right to cancel the purchase at any time with full refund within 30 calendar days after notice of non-compliance.

**QUALITY STANDARDS OF MATERIAL AND SERVICES**: items/services offered shall be subjected to testing, dissection and analysis by Riga‘s city ticketing system provider to determine that the material(s) submitted for bid conform to the RFQ specifications. The cost of testing, dissection or analysis shall be borne by the Company.

1. Possesses the same performance qualities and characteristics or better which are described in the technical specification. [↑](#footnote-ref-1)